

**HARDIN COUNTY FISCAL COURT
RESOLUTION NO. 2022-049**

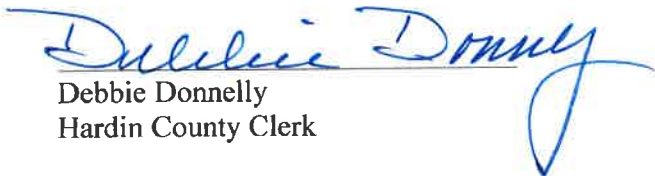
BE IT RESOLVED, upon recommendation of Judge/Executive Harry L. Berry, to approve the Mowing Lease for Pearl Hollow Landfill with Richard Cooper. This lease agreement shall be for a period beginning January 1, 2022 to December 31, 2022.

BE IT FURTHER RESOLVED, to authorize the Harry L. Berry, Judge/Executive to sign all documents concerning the lease agreement.

ADOPTED, by the Hardin County Fiscal Court in its regular meeting on 22 March 2022.


Harry L. Berry
Hardin County Judge/Executive

ATTEST:


Debbie Donnelly
Hardin County Clerk

Lessor: Richard Cooper
Expires 12/31/2022

**MOWING LEASE
Pearl Hollow Landfill**

This Lease made and entered into this 10th day of December, 2021, by and between COUNTY OF HARDIN, a political subdivision of the COMMONWEALTH OF KENTUCKY, c/o Hardin County Judge/Executive, Harry L. Berry, P.O. Box 568, Elizabethtown, Kentucky 42702, hereinafter referred to as "Lessor"; and Richard Cooper, 58 Durbin Lane, Elizabethtown, Kentucky 42701, hereinafter referred to as "Lessee."

WITNESSETH:

WHEREAS, the Lessor is the sole owner of real property described below which is part of the Pearl Hollow Landfill property;

WHEREAS, the Lessee is engaged in mowing and harvesting hay and desires to lease the real property for this purpose, and;

WHEREAS, the parties hereto desire to enter into a lease agreement defining their respective rights, duties and liabilities relating to any subsequent lease,

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties hereto agree as follows:

1. PREMISES. The Lessor, in consideration of the covenants to be performed by the Lessee, does hereby demise and lease unto the Lessee, and the Lessee hereby accepts for the above purpose from the Lessor, certain real property located at 1630 Audubon Trace, Elizabethtown, Kentucky 42701.

DESCRIPTION:

Nine flat, mowable areas located throughout the landfill, being approximately 65.25 total acres of real property. The subject real property is illustrated on the attached map which is marked "Exhibit A", attached hereto and made a part hereof. Lessee is exclusively restricted to the area marked in Exhibit A.

The exact boundary of the leased premises shall be determined at the sole discretion of the Lessor.

2. TERM. This lease agreement is for one (1) year beginning January 1, 2022 and ending on December 31, 2022.

3. RENT. The Lessee shall perform the service of mowing and removal of hay in exchange for the use of said leased premises. Hay to be removed within 30 days after mowing.

4. TAXES, UTILITIES AND INSURANCE.

(a) The Lessee shall be financially responsible, during the term hereof for all charges for gas, electricity, light, heat or power, water rents, sewer service, and any other utilities which are used or charged against the leased premises, and to indemnify the Lessor and save them harmless against any liability or damages on such account.

(b) Throughout the term of the Lease, Lessee shall maintain General Liability Insurance providing coverage for all activities of the lessee occurring on the Premises leased hereunder, with a minimum coverage limit of \$1,000,000. Lessor shall be named as an additional insured on the policy. Lessee shall provide to Lessor a certificate issued by Lessee's insurance carrier certifying the limits of coverage as required herein and Lessor's status as an additional insured.

(c) The Lessor shall in no event be responsible for any failure or damage to crops upon the leased premises.

(d) The Lessee has been fully informed and by his signature acknowledges his understanding that the Lessor provides no insurance coverage for any activity, hazard or condition that occurs or exists on the property and that the Lessee assumes all risk of personal and property injury to himself and to any others he permits on the property at all times during the term of this lease.

5. MAINTENANCE. The Lessee accepts the leased premises "as is" and will provide any and all maintenance necessary to the property necessary for the leased purpose. Lessee shall follow all farming practices mandated by the Farm Service Agency.

6. The Lessee shall not make any alterations or improvements to the leased premises as hereinabove provided except for the mowing, baling and removal of hay.

7. INJURY TO LEASED PREMISES. The Lessee is responsible if the leased premise is injured by fire or other casualty.

8. WASTE. Lessee shall not commit or suffer any waste or damage to any building or improvements on the leased premises.

9. RIGHT OF INSPECTION. The Lessee agrees that the Lessor or their representatives shall have the right at all reasonable times to enter upon and to inspect the leased premises to ascertain that the Lessee is carrying out the terms, conditions and provisions hereof, and to properly make any necessary repairs, improvements and alterations that are herein provided.

10. QUIET ENJOYMENT. The Lessor covenants and warrants that:

(a) Lessor is the owner of the leased premises and all structures erected upon the premises and has the right to make this lease.

(b) Lessee, on paying the rent herein specified, and on performance of all the terms and conditions of this lease agreement, shall at all times during the term hereof, peacefully and quietly hold and enjoy the leased premises, exclusively against all others, except the Lessor.

(c) The Lessee shall not permit other activities to occur on the premises except for the mowing, baling and removal of hay and activities incidental to those.

(d) The Lessee shall call Hardin County Control at (270) 737-0540 upon each arrival and departure from the premises.

(e) The Lessee shall secure the leased premises upon departure utilizing Lessor's gate and lock. The key provided to Lessee by Lessor shall be surrendered upon termination of this agreement.

11. ENCUMBRANCES. The Lessee shall not allow or permit any liens or other encumbrance of any kind to be placed upon the leased premises.

12. SURRENDER. The Lessee shall surrender the leased premises to Lessor upon the termination of this lease agreement in as good condition and repair as the same shall be at the commencement of this lease and in as good condition and repair as shall be required of Lessee under the provisions of this lease agreement during the term hereof, reasonable wear and tear excepted.

13. INDEMNITY. Lessee agrees to indemnify, defend, release and hold harmless Lessor, its employees and agents from and against any and all loss, damage, claim, liability or expense arising out of or in connection with this Lease which is caused by the negligence or willful misconduct of Lessee or its employees or agents. Lessee agrees to indemnify, defend, release and hold harmless Lessor, its employees and agents from and against any and all loss, damage, claim, liability or expense arising out of or in connection with this Lease which is caused by the negligence or willful misconduct of Lessee.

14. ASSIGNMENT AND SUBLETTING. It is agreed that this lease shall not be assigned, transferred, or the premises, or any part thereof, sublet without the prior written consent of Lessor and subject to the conditions as Lessor may impose in its sole discretion which shall not be reviewable by any court of competent jurisdiction.

15. TERMINATION. Lessor reserves the right to terminate this contract upon 30 days' notice to the Lessee for any reason or for no reason, so long as Lessee has not begun to mow or harvest hay and is not in the process of doing such.

16. CUMULATIVE RIGHTS. It is agreed that each and every one of the rights, remedies and benefits provided by this lease agreement shall be cumulative and shall not be exclusive of any other of said rights, remedies and benefits or of any other rights, remedies and benefits allowed by law.


17. WAIVERS. One or more waivers of any covenants or conditions by Lessor or by Lessee shall not be construed as a waiver of a further breach of the same covenant or condition.

18. BINDING UPON SUCCESSORS. The terms, conditions and provisions of this lease agreement shall inure to and be binding upon the Lessor and its successors and assigns.

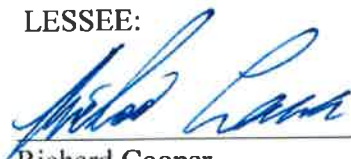
19. ENTIRE AGREEMENT. It is distinctly understood between the parties hereto that all agreements and understanding of any character heretofore had between them are contained in this instrument, and no changes shall be made herein unless the same shall be in writing or duly signed by the parties hereto.

IN WITNESS WHEREOF, Lessor and Lessee have executed this lease in duplicate originals this day and year first above written.

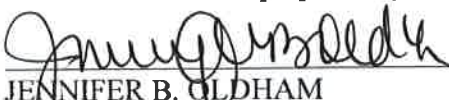
LESSOR:
HARDIN COUNTY

by: 
HARRY L. BERRY
Hardin County Judge/Executive
pursuant to a duly adopted
Resolution of the Hardin County
Fiscal Court dated March 22, 2022.

LESSEE:


Richard Cooper
(270) 763-7766
58 Durbin Lane
Elizabethtown, KY 42701

This instrument was prepared by:


JENNIFER B. OLDHAM
HARDIN COUNTY ATTORNEY



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/13/2021

CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER LARUE COUNTY FARM BUREAU INSURANCE 606 N LINCOLN BLVD HODGENVILLE, KY 42748	CONTACT NAME: PRICE SMITH PHONE (A/C, No, Ext): (270) 358-3178 FAX (A/C, No): +1 (270) 358-3170 E-MAIL ADDRESS: PRICE.SMITH@KYFB.COM														
INSURED RICHARD COOPER 8431 CAMPBELLSVILLE RD HODGENVILLE, KY 42748	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center;">INSURER(S) AFFORDING COVERAGE</td> <td style="text-align: center;">NAIC #</td> </tr> <tr> <td>INSURER A : KENTUCKY FARM BUREAU MUTUAL</td> <td style="text-align: center;">22993</td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : KENTUCKY FARM BUREAU MUTUAL	22993	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> FARMOWNER LIABILITY			F0212597	04/30/2021	04/30/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/OP AGG \$ \$
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJ <input type="checkbox"/> LOC OTHER:						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			Y / N / A			PER STATUTE OTH-ER E L EACH ACCIDENT \$ E L DISEASE - EA EMPLOYEE \$ E L DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER HARDIN COUNTY FISCAL COURT PO BOX 568 ELIZABETHTOWN, KY 42701	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE R PRICE SMITH
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