

**HARDIN COUNTY FISCAL COURT
RESOLUTION NO. 2021-066**

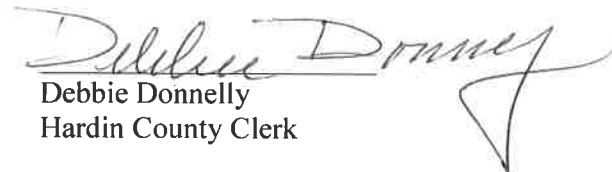
BE IT RESOLVED, upon recommendation of Judge/Executive Harry L. Berry, to accept Allen Sawmill & Logging to harvest the timber at 160 N. Provident Way with a payment to Hardin County Fiscal Court in the amount of \$4,800.00. ^{3005.} *AK*

BE IT FURTHER RESOLVED, to authorize Judge/Executive Harry L. Berry and County Attorney Jennifer Oldham to negotiate the terms and conditions and to execute any contracts for the services of Allen Sawmill & Logging.

ADOPTED, by Hardin County Fiscal Court in its regular meeting of 13 April 2021.


Harry L. Berry
Hardin County Judge/Executive

ATTEST:


Debbie Donnelly
Hardin County Clerk

Timber Purchase Contract

This Timber Sale and Purchase Contract is drawn by and between Hardin County, Kentucky Judge Executive Harry L. Berry, of 150 North Provident Way, Elizabethtown, KY, 42701 ("Seller") and Allen Sawmill & Logging, 4159 Deatsville Road, Shepherdsville, KY 40165 ("Buyer") on this 13th day of April, 2021.

W I T H E S S E T H:

WHEREAS, the Seller owns real-estate to be leveled and developed containing harvestable timber and the Buyer is desirous of cutting and selling such timber; and,

WHEREAS, the Seller guarantees clear title, which the Seller will defend against any and all claims.

NOW, THEREFORE, the Seller and the Buyer agree and covenant as follows:

1. The Buyer agrees to pay to the Seller, for such timber, the total sum of four thousand eight hundred dollars (\$4,800).

Payment is to be made with the signing of this contract. The Buyer is liable for the full bid price for all timber specified in sale, including any uncut or not removed at sale expiration. This liability shall continue regardless of injury to the timber from natural causes, Acts of God, or human acts including vandalism or theft. All rights to remaining products, cut or uncut, revert to Seller at sale expiration.

2. The timber to be cut under this purchase/sale contract is located in Elizabethtown on approximately six acres of the Seller's woodland. The Timber Sale Area is part of the larger Beeler Farm Tract, next to Patriot Highway and Hardin County Central Government Building near the Ring Road intersection as shown on the sale area map on page four of this contract.

3. Approximately eighty-five merchantable trees 15 inches diameter breast height and larger were identified to be cut and designated with orange paint, spot marks on the bole of the tree and at the base or stump. All remaining trees are also salvable within the six acre sale area.

4. The boundary of the sale area is marked with a blue, three stripe/dot paint mark on the bole of the boundary tree at about 4.5 foot in height and these trees shall not be cut.

4. The Buyer will exercise all precautions against the ignition of a fire in the timber cutting area and to take immediate suppressive actions on any such fire that should occur during the working of the timber.

5. The Seller provides for ingress and egress over and through all controlled property, and agrees to the use of reasonable sized yarding area for the working, storage and loading of the timber being cut by the Buyer. Landing pieces and slash shall be returned to the woods unless otherwise agreed.

6. It is understood that upon completion of the logging operation, all rutted skid trails located inside the sale area will be smoothed and water bars or diversion ditches installed as needed to prevent erosion. Yarding areas shall be smoothed to original contour (if rutted). These roads and yarding areas shall also be sown with appropriate vegetation to minimize soil erosion. All logging debris (tree tops, branches, cutoffs, chunks etc.) shall be cleared from fields and maintained openings, as well as drainages where specified by law. All trash and debris (oil cans, food containers, paper, etc.) shall also be removed from the site with the completion of the harvest operation.

7. The Buyer agrees that the Seller is not liable for any injury or accident to person or property on or in the immediate vicinity of the timber to be cut during the removal of the timber. The Buyer agrees to save harmless and indemnify the Seller from any and all liability which may arise as a result of actions and activities of the Buyer, the Buyer's employees, agents, visitors and contractors, or others engaged in any way with the Buyer under this contract on the property or in the immediate vicinity of the timber to be cut. The Buyer further agrees to pay all costs associated with the defense of the Seller in the event claims arise from this contract. The parties further agree and understand that the Buyer is an independent contractor and is not an employee, agent or affiliated in any way with the Seller. The Buyer agrees to maintain general liability insurance throughout the length of this contract.


8. This contract shall expire on April 30, 2021, unless the Seller and Buyer agree in writing to an extension at least thirty (30) days before the expiration of this contract. All of the buyer's equipment, etc. shall be removed from the property by the expiration of the contract or within five days of completion of cut and removal.

IN WITNESSETH WHEREOF, the parties hereto have subscribed their signatures to this contract the day and year as written.

Date: 4-13-2021 
Hardin County, Kentucky Judge Executive Harry L. Berry "Seller"

STATE OF KENTUCKY, COUNTY OF HARDIN


Subscribed and acknowledged before me this 13th day of April, 2021.


Notary Public, Commission expires: 2-15-2023 Notary # 617430

Date: 4-13-2021 
Allen Sawmill & Logging "Buyer"

STATE OF KENTUCKY, COUNTY OF HARDIN

Subscribed and acknowledged before me this 13th day of April, 2021.


Notary Public, Commission expires: 2-15-2023 Notary # 617430