

**HARDIN COUNTY FISCAL COURT
RESOLUTION NO. 2023-020**

BE IT RESOLVED, upon recommendation of Judge/Executive Keith L. Taul, to approve the Agricultural Lease for Pearl Hollow Landfill with David Ratliff. This lease agreement shall be for a period beginning January 1, 2023 to December 31, 2023.

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

ADOPTED, by the Hardin County Fiscal Court in its regular meeting on 24 January 2023.



Keith L. Taul
Hardin County Judge/Executive

ATTEST:



Brian D. Smith
Hardin County Clerk

Lessor: David Ratliff
Expires 12/31/2023

CROP LEASE
Pearl Hollow Landfill

This Lease made and entered into this 24 day of January, 2023, by and between COUNTY OF HARDIN, a political subdivision of the COMMONWEALTH OF KENTUCKY, c/o Hardin County Judge/Executive, Keith L. Taul, P.O. Box 568, Elizabethtown, Kentucky 42702, hereinafter referred to as "Lessor"; and DAVID L. RATLIFF, 588 Western School Lane, Eastview, Kentucky 42732, 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 farming and desires to lease the real property for planting and harvesting of legal agricultural crops, 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 rent to be paid and the covenants to be performed by the Lessee, does hereby demise and lease unto the Lessee, and the Lessee hereby rent from the Lessor, certain real property located at 1630 Audubon Trace, Elizabethtown, Kentucky 42701.

DESCRIPTION:

Being approximately 83.0 acres of real property located west of Pearl Hollow Landfill. The leased area is bordered by woods on the west, north and south; and the landfill on the east. 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.

Access to the leased premises by the Lessee for agricultural purposes shall be by private easement from Ash Lane and shall be reasonably maintained by Lessor.

The exact boundary of the leased premises shall be determined at the sole discretion of the Lessor and is subject to change due to landfill operation requirements.

2. TERM. This lease agreement is for one (1) year beginning January 1, 2023 and ending on December 31, 2023.

3. RENT. The Lessee shall pay to the Lessor as rental for the use of said leased premises sum of Eighty-Five Dollars (\$85.00) per planted acre per year as determined by GPS mapping provided by Lessee (\$7,055.00 total based on FSA acreage of 83.00 acres) due and payable at harvest or on or before December 15th of each year of said lease agreement. Said rent shall be made payable to Hardin County, P.O. Box 568, Elizabethtown, Kentucky 42702. The Lessee shall during the term of this lease agreement receive all eligible agricultural government subsidies directly related to the leased premises.

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. 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 preparation, planting, growing and harvesting of crops.

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 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 preparation, planting, growing and harvesting of crops and activities incidental to those activities.

(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. DEFAULT. If default be made in any payment of said rent, or any part thereof, within ten (10) days from the date said payment is due, or in fulfillment of any of the covenants or agreements herein specified to be fulfilled by the Lessee, or if any waste be committed or unnecessary damage done upon or to said premises, Lessor may, at Lessor's election at any time while such default continues or before the replacement or repair of such waste or damage, declare the said term ended and enter into possession of said premises and seize and own any crops existing thereon and sue for and recover all rent and damages accrued or accruing under this lease or arising out of any violation thereof. All notices, demands and requests by Lessor to Lessee shall be sent to the Lessee at the leased premises or at such other place that Lessee may from time to time designate in writing. All such demands, notices and requests by Lessee to Lessor shall be sent to Lessor at the aforesaid address or such other place as Lessor may from time to time designate in writing.

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.

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: 

KEITH TAUL

Hardin County Judge/Executive
pursuant to a duly adopted
Resolution of the Hardin County
Fiscal Court dated _____, 2018.

LESSEE:



DAVID L. RATLIFF

588 Western School Lane
Eastview, Kentucky 43732
(270) 862-9793

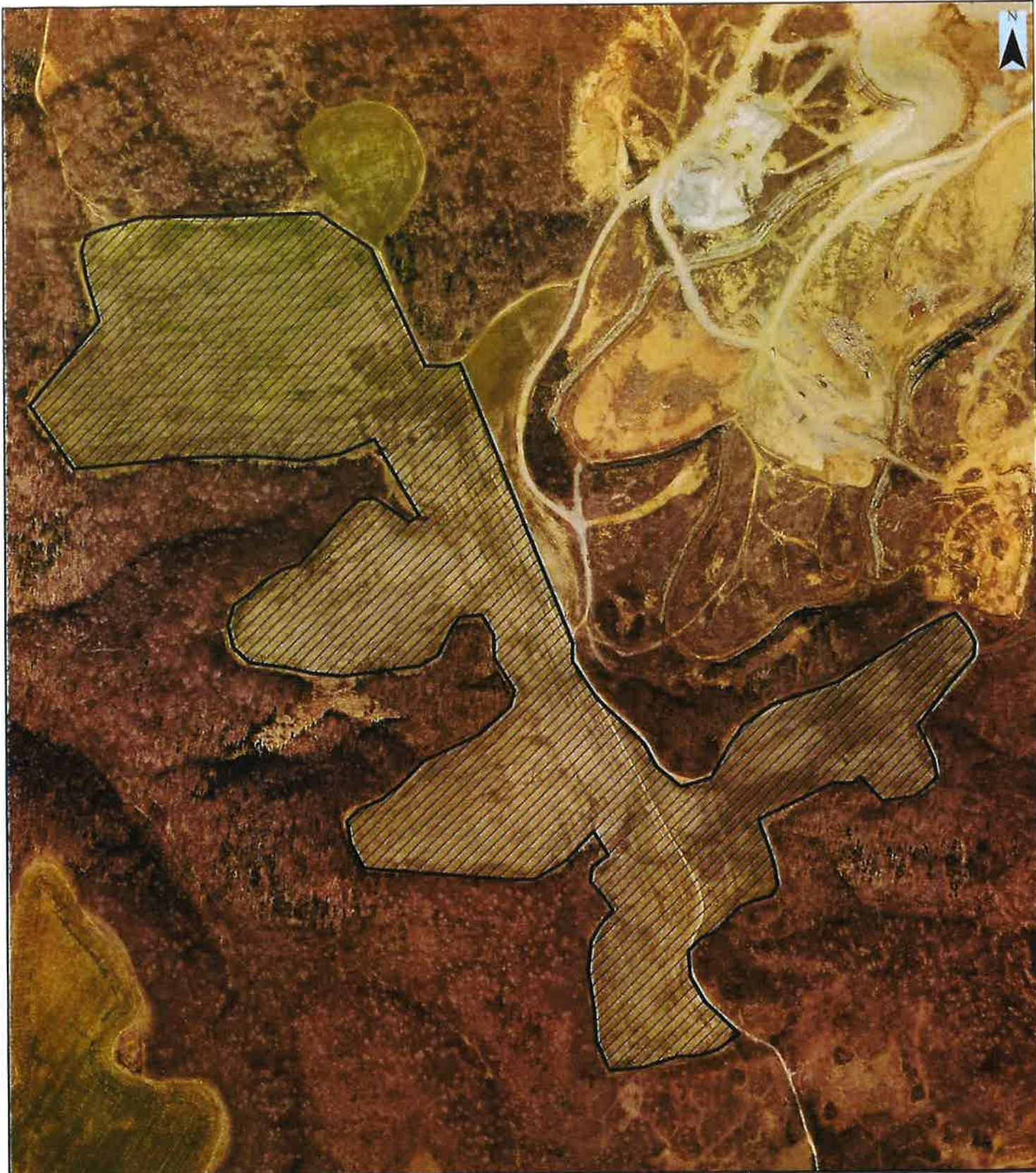
This instrument was prepared by:



JENNIFER B. OLDHAM

HARDIN COUNTY ATTORNEY

EXHIBIT A



Engineering Department
150 N. Provident Way
Elizabethtown, KY 42701

Legend
Total Acres: 83

 Crop Land Lease



EXHIBIT A
CROP LAND LEASE
PEARL HOLLOW
LANDFILL