

STATE OF INDIANA
BEFORE THE BOARD OF CLARK COUNTY COMMISSIONERS

RESOLUTION NO. 14-2009

**A RESOLUTION APPROVING THE EXCHANGE
OF CERTAIN TRACTS OF REAL PROPERTY WITH
THE INDIANA DEPARTMENT OF NATURAL RESOURCES**

WHEREAS, this Board of Commissioners of Clark County, Indiana (this "Board"), is the county executive body pursuant to the provisions of Ind. Code § 36-2-2-2, and also the county legislative body pursuant to the provisions of Ind. Code § 36-1-2-9(1); and,

WHEREAS, Ind. Code § 36-1-11-8 permits Clark County government to transfer or exchange property with another governmental entity upon terms and conditions evidenced by the adoption of substantially identical resolutions; and,

WHEREAS, this Board has now determined that it is in the best interest of Clark County to exchange certain tracts of real property with the Indiana Department of Natural Resources ("IDNR") pursuant to the terms of a Letter of Intent between the parties dated July 30, 2009, and also the terms of this Resolution.

NOW, THEREFORE, BE IT RESOLVED by this Board of Clark County Commissioners as follows:

1. Real property to be conveyed by IDNR to Clark County. At closing of the exchange, IDNR shall convey fee simple title to Clark County, free and clear of all liens and encumbrances, for an approximately 101.65-acre tract of real estate that is more particularly described in Exhibit "A" attached hereto.

2. Real property to be conveyed by Clark County to IDNR. At closing of the exchange, Clark County shall convey fee simple title to IDNR, free and clear of all liens and

encumbrances, for real property totaling approximately 102.26 acres in the aggregate, and consisting of the following tracts:

a. The approximately 60-acre tract and 20-acre tract of real estate presently owned by Chris A. Richey and Cynthia A. Richey, for which Clark Floyd Landfill, LLC, an Indiana limited liability company, presently holds an option to purchase, a true and correct copy of which option agreement is attached hereto as Exhibit "B", in which the legal description of the tracts are more particularly described.

b. An approximately 36.88-acre tract located on Reed Road that is presently owned by Clark County, and which is more particularly described in Exhibit "C" attached hereto.

c. An approximately 3.28-acre tract located on Percy King Road that is presently owned by Clark County, and which is more particularly described in Exhibit "D" attached hereto.

d. An approximately 2.1-acre tract within the Nunn property recently acquired by Clark County, and which is more particularly described in Exhibit "E" attached hereto.

3. Transfer of Timber Rights. IDNR shall have the right to remove timber from the real estate described in Exhibit "A" attached hereto without compensation to Clark County by the earlier of one (1) year following its conveyance to Clark County, or December 31, 2010; provided, however, that IDNR shall not in any manner remove any timber within two hundred feet of the exterior boundary of such tract without the prior written consent of Clark County, which consent Clark County may grant or deny in its sole discretion, in order that Clark County can maintain an effective buffer setback from adjoining properties.

4. Other Costs. Clark County shall bear the costs of any owner's policy of title insurance that it desires to obtain on the real estate described in Exhibit "A" attached hereto, but

IDNR shall bear all other costs with respect to the transfer thereof. IDNR shall bear the costs of any owner's policies of title insurance that it desires to obtain on the real estate described in Exhibits "B", "C", "D", and "E" attached hereto, but Clark County shall bear all other costs with respect to the transfer thereof. Except as expressly set forth in this Resolution, no payment of cash or transfer of other real or personal property shall be required of either party to effect the exchange of the tracts of real estate described in, and authorized by, this Resolution.

So Resolved this _____ day of November, 2009.

Members voting "NO":

M. Edward Meyer, Commissioner

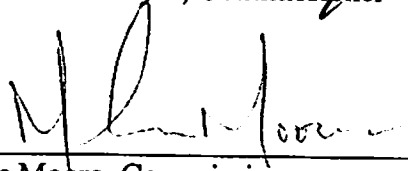
Mike Moore, Commissioner

Les Young, Commissioner

Members voting "YES":



M. Edward Meyer, Commissioner



Mike Moore, Commissioner



Les Young, Commissioner

Attested by:



Keith Groth, Clark County Auditor



July 30, 2009

Michael C. Harris, P.E.
Jacobi, Toombs and Lanz, Inc.
1400 South 1st Street
Louisville, KY 40208

RE: Letter of Intent - Clark County Exchange

Dear Mr. Harris,

DNR has been working on the exchange in several ways over the past few months. Most recently the concept was approved by the Natural Resources Commission Advisory Council and subsequently the Natural Resources Commission on May 19, 2009. In light of our progress we wanted to send you a letter of intent describing the exchange as we understand it.

It is DNR's intent and understanding that it will deed to Clark County 101.65 acres as shown on the attached map as IDNR #1. In exchange for the DNR property, Clark County will deed in fee simple the following properties as shown on the attached map:

Ritchey Property (40 acres) - Parcel CC # 1
Ritchey Property (20 acres) - Parcel CC # 2
Reed Road (36.88 acres) - Parcel CC# 3
Percy King Rd. (3.28 acres) - Parcel CC# 4
Nunn Property (2.1 acres) - Parcel CC # 5

As I understand it, there is at least one house standing on the property to be transferred to DNR. We would like to receive the property with any and all improvements in tact. In addition to the above described properties, DNR will retain the right to cut all timber off of the DNR property prior to the transfer of the property to Clark County. DNR will leave a minimum of a 200' treed buffer setback from the neighbors, although select trees may be cut from the buffer.

We will begin work with the County Attorney on the transfers. However we want to make sure that as we begin the process there is some type of notice or announcement to the community regarding this transaction. This is a county initiated project and we are willing to help in any way we can but it is important for us to hear any feedback prior to completing this transaction.

Please let me know if you have any questions. We will look forward to meeting with you on August 25.

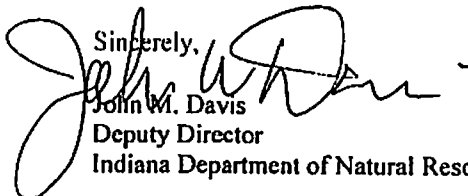
Sincerely,

John W. Davis
Deputy Director
Indiana Department of Natural Resources

EXHIBIT
"A"

OPTION TO PURCHASE

THIS AGREEMENT, executed in duplicate by and between CHRIS A. RICHEY and CYNTHIA A. RICHEY, hereinafter called "First Party," and the CLARK FLOYD LANDFILL, LLC, hereinafter called the "Second Party."

WITNESS THAT:

In consideration of the payment on this day by said Second Party to the First Party of the sum of Twenty Thousand Dollars (\$20,000.00), receipt of which sum is hereby acknowledged, said First Party hereby agrees to sell to Second Party, or to their assigns, at the option of the Second Party, which option is to be exercised at any time prior to or on the 27th day of May, 2010, upon the term and conditions hereinafter set forth, the following described real estate situated in Clark County, State of Indiana, to-wit:

Tract 1

The southwest fourth of the southeast quarter of Section 20, Township 2 North, Range 6 East, containing 40 acres, more or less.

Tract 2

A triangular shaped tract, being the southeasterly part of the Northwest Quarter of the Southwest Quarter, Section 28, Township 2 North, Range 6 East, Finley Township, Scott Count, Indiana bounded on the east by the east line of said Quarter-Quarter Section and bounded on the south by the south lie of said Quarter-Quarter Section and bounded on the northwest by a line beginning at the southwest corner of said Quarter-Quarter Section and extending northeasterly to the northeast corner of said Quarter-Quarter Section, containing 20 acres, more or less.

First Party agrees to convey in fee simple free and clear of all liens and encumbrances except the taxes which are to be prorated between the parties to the date of closing.

First Party also agrees at the closing to furnish an abstract of title covering said real estate evidencing good marketable title.

The parties agree that if the option is exercised in a timely manner, the purchase price is to be \$3,333.33 per acre, for a total sum of Two Hundred Thousand Dollars (\$200,000.00) and that the moneys paid at the execution of this option are to be applied to the purchase price. In the event that said option is not exercised within the prescribed time period, the \$20,000.00 herein paid shall not be refundable. As such, once the option price is paid, it shall become the property of the First Party and he shall be entitled to do with it what he pleases.

Parties agree that the real estate herein described will be transferred to the State of

EXHIBIT

"B"


Indiana, as part of a land swap with the State of Indiana by the Second Party. The First Party enters into this Option to Purchase based upon the Second Party's express promise of this swap taking place upon approval by the State.

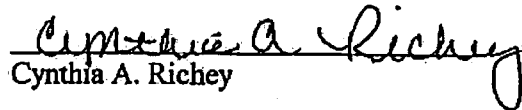
Parties agree that the First Party shall not have the right to timber said property during the term of this option. Further, the Parties agree that the Second Party shall not have the right to timber the property during the term of this option, nor prior to transferring the property to the State of Indiana.

Second Party shall have the right during the term of this option to enter upon said real estate herein described for the purpose of conducting any and all necessary tests, for the purpose of conducting an accurate survey of the lands to be conveyed by the First Parties, or for the purpose of conducting property or timber appraisals of said lands. However, the Second Party is prohibited from taking heavy equipment, machinery, or trucks onto the property.

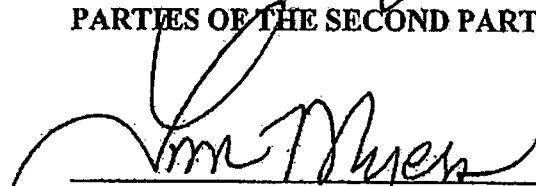
EXECUTED this 27th day of May, 2009.

PARTIES OF THE FIRST PART:


Chris A. Richey


Cynthia A. Richey

PARTIES OF THE SECOND PART:


CLARK FLOYD LANDFILL, LLC.
By: Tim Myers, Vice-President

Clark-Floyd Landfill LLC 1203
P.O. Box 2128
Clarksville, IN 47131
812-945-5976

PNC BANK, NATIONAL ASSOCIATION
Kentucky
21-10/830

5641

5-27-09

PAY TO THE
ORDER OF

Chris + Cynthia Richey
Twenty THOUSAND AND ~~NO~~ ⁰⁰/₁₀₀

\$ 20,000 ⁰⁰/₁₀₀

DOLLARS

LAND OPTION - Richey



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