

STATE OF INDIANA

BEFORE THE BOARD OF CLARK COUNTY COMMISSIONERS

RESOLUTION NO. 5 -2010

**A RESOLUTION APPROVING THE ACQUISITION OF CERTAIN TRACTS OF REAL PROPERTY IN SCOTT COUNTY, INDIANA**

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);

WHEREAS, by Resolution No. 14 -2009, this Board approved the exchange of 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 (the "IDNR Exchange");

WHEREAS, two (2) of the tracts to be conveyed to IDNR pursuant to the IDNR Exchange are located in Scott County, Indiana and total approximately 60 acres (the "Richey Tracts") and are presently owned by Chris Allen Richey and Cynthia Ann Richey, as Trustees of the Richey Family Revocable Living Trust dated August 25, 2009 (the "Richey Trust");

WHEREAS, Clark-Floyd Landfill, LLC (the "Landfill") currently holds an option to purchase the Richey Tracts for \$3,333.33 per acre (\$200,000.00 total) pursuant to that certain unrecorded Option to Purchase dated May 27, 2009, a true and correct copy of which option to purchase is attached hereto as Exhibit "A" (the "Option");

WHEREAS, the Landfill is willing to assign its interest in the Option to this Board; and

WHEREAS, this Board has now determined that it is necessary to (i) assume the Option from the Landfill and (ii) acquire the Richey Tracts in order to consummate the IDNR Exchange.

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

1. Option to Purchase to be assumed by Clark County. Clark County shall assume the rights and obligations of the Landfill under the Option.

2. Acquisition of Richey Tracts. Clark County shall exercise the option to purchase the Richey Tracts set forth in the Option and acquire the Richey Tracts from the Richey Trust for the stated price of \$3,333.33 per acre, for a total sales price of \$200,000.00.

3. Closing of Acquisition and Consummation of IDNR Exchange. M. Edward Meyer, as the President of this Board is hereby authorized to execute and deliver any and all certificates, instruments, agreements or other documents necessary for (i) the assumption of the Option and the acquisition of the Richey Tracts and (ii) the consummation of the IDNR Exchange.

4. Other Costs. Clark County shall bear all of the costs of the assumption and transfers described above including, but not limited to, the costs of any owner's policy of title insurance that it desires to obtain on the Richey Tracts.

So Resolved this 29<sup>th</sup> day of April, 2010.

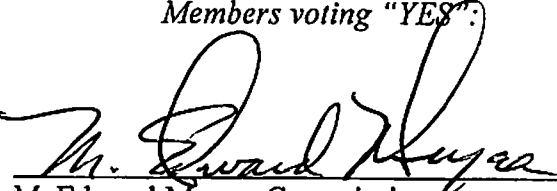
*Members voting "NO":*

\_\_\_\_\_  
M. Edward Meyer, Commissioner

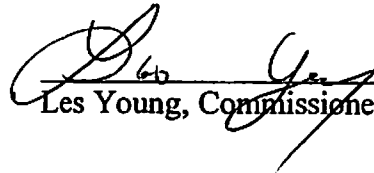
\_\_\_\_\_  
Mike Moore, Commissioner

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Les Young, Commissioner

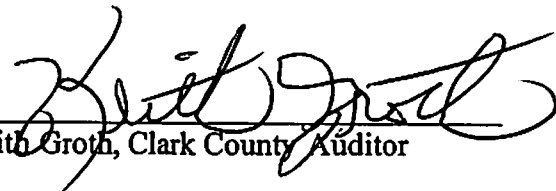
*Members voting "YES":*

  
\_\_\_\_\_  
M. Edward Meyer, Commissioner

  
\_\_\_\_\_  
Mike Moore, Commissioner

  
\_\_\_\_\_  
Les Young, Commissioner

*Attested by:*

  
\_\_\_\_\_  
Keith Groth, Clark County Auditor

# 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

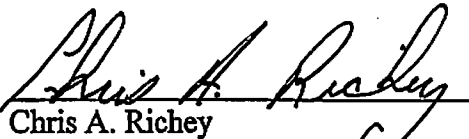
Indiana, as part of a land swap with the State of Indiana by the Second Party. The First Party enters into this Option to Purchase based upon the Second Party's express promise of this swap taking place upon approval by the State.

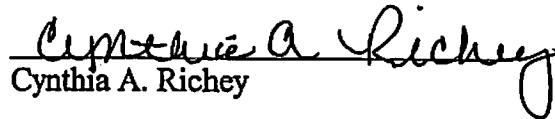
Parties agree that the First Party shall not have the right to timber said property during the term of this option. Further, the Parties agree that the Second Party shall not have the right to timber the property during the term of this option, nor prior to transferring the property to the State of Indiana.

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