

PURCHASE AND SALES CONTRACT

THIS PURCHASE AND SALES CONTRACT, is made and entered into this ____ day of September, 2014, by Shirley T. Harp, unmarried, of 5319 N. Mount Road, Scottsburg, IN 47170; Loretta J. Williams, unmarried of 3519 Mt. Washington Road, Taylorsville, Kentucky 40071; James Kenneth McAllister, unmarried of 1066 Flatlick Road, Mt. Washington, KY 40047; William H. McAllister and Brenda M. McAllister, husband and wife, of 551 Bluegrass Way, Mt. Washington, KY 40047; Tony L. McAllister and Carol A. McAllister, husband and wife, of 7554 Elm Springs Road, Orlinda, TN 37141; Judy C. Bowman and Dennis L. Bowman, wife and husband, of 3262 W. River Road, Taylorsville, KY 40071; Ricky M. Cox and Gwen D. Cox, husband and wife, of 334 Finchville Road, Shelbyville, KY 40065; and Joe M Cox, Jr., and Mary D. Cox, husband and wife, of 2029 Southville Pike, Shelbyville, KY 40065 [hereinafter "Seller"], and **SPENCER COUNTY BOARD OF EDUCATION**, of 27 W. Main Street, Taylorsville, Kentucky 40071 [hereinafter "Buyer"].

WITNESSETH:

WHEREAS, Seller owns approximately 25.5078 acres located on Highway 44, Taylorsville, Spencer County, Kentucky, which property is more particularly described in deeds of record in Deed Book 45, Page 358 and Deed Book 51, Page 403, both in the Spencer County Court Clerk's Office; and

WHEREAS, Buyer desires to purchase the subject real property under the following terms and conditions; and

WHEREAS, the parties desire to have a written agreement as to the terms and conditions of the purchase and sale;

NOW THEREFORE, in consideration of the mutual covenants set forth herein, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Buyer shall purchase from Seller the subject property, including any and all right, title and interest, if any, in and to any land lying in the right-of-way of any street in front of or adjoining such land, containing approximately 25.5078 acres located on Highway 44, Taylorsville, Spencer County, Kentucky, which property is more particularly described in deeds of record in Deed Book 45, Page 358 and Deed Book 51, Page 403, both in the Spencer County Court Clerk's Office, for a purchase price of THIRTEEN THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$13,500.00) per acre, free and clear of any and all liens and encumbrances, except for ad valorem taxes not yet due and payable, such that a reputable title insurance company would insure. The acreage shall be determined by a survey to be completed at the Buyer's Expense.

2. This purchase is contingent upon zoning approval from the proper Governmental Authority that the zoning is sufficient for the use intended.

3. A good faith deposit in the amount of THIRTY-FOUR THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$34,500.00), to be applied to the purchase of the subject property shall be paid to TICHENOR & SATTERLY, PLLC to be held in Escrow, by Buyer upon execution of this sales and purchase contract. The balance of the purchase price, shall be paid in cash or cash equivalent at closing.

4. An unencumbered, marketable title to the Property shall be conveyed by deed of general warranty, with the usual covenants such as any title company will insure, except easements of record, all restrictive covenants of record as to use and improvement of the Property and excepting applicable planning and zoning regulations. Should title prove defective and such defect cannot be

remedied, within 30 days of the Seller receiving said notice of defect, the Seller shall pay all title examination costs and the deposit of \$34,500.00 shall be returned to the Buyer.

5. Possession of the Property shall be given with the deed. Risk of loss remains with Seller until Closing on the Property. Seller has not received any notice from any insurance carrier that insurance on the Property will be canceled or that coverage thereunder will be reduced or eliminated before closing.

6. All ad valorem taxes assessed against the Property shall be prorated as of closing date.

7. Buyer has inspected the Property and is buying same "AS IS, WHERE IS". Buyer acknowledges that Seller is making no warranties, either expressed or implied, as to the condition of the Property except as stated in this Contract. The parties acknowledge that Buyer is buying and Seller is selling the Property by the acreage subject to the completion of a boundary survey as contemplated by paragraph 9(c). Buyer shall have the right to enter upon the premises for the purpose of inspecting, making contour surveys, temporary excavations (to be refilled by Buyer as promptly as the same shall have served their purpose), test borings and other purposes required by Buyer.

8. The Seller has not caused or permitted any Hazardous Materials as defined by federal and state regulation to be placed, held, located or disposed of, on, in, under, at or about the Property, or any part thereof, or on any geologically or hydrologically adjoining, property, and the Property has never been used to Seller's knowledge for any activities involving, directly or indirectly, the use, generation, treatment, storage, transportation or disposal of any Hazardous Materials. There is not currently, nor to the Seller's knowledge ever been any underground or above ground tanks, vessels, or similar facilities for the storage, containment or accumulation of Hazardous Materials of any sort

on, in, under or affecting the Property. The Seller is, and has at all times been, in compliance in all material aspects with all Environmental Laws with respect to the Property.

9. The parties hereto agree that the purchase and sale of the property is conditioned as follows:

- (a) The Buyer obtaining a 60 year title search showing the property to be free and clear of all encumbrances and in compliance with paragraph 3.
- (b) Received a title commitment in a form satisfactory to the Buyer.
- (c) The Buyer receiving a plat by a registered surveyor indicating property boundaries, acreage, road access, easements, and certification that property is above the 100 year flood plain.
- (d) The Buyer obtaining an engineer's report providing assurances of adequate site utilities to include water, power, and sewage treatment. In addition, should the buyer in its sole discretion determine any water/sewer/electric tap fees, and/or rebate fees are unreasonable such determination shall be grounds for terminating this contract.
- (e) The Buyer obtaining a letter from any agency having ownership of the roadways confirming road adequacy and funding commitment.
- (f) The Buyer obtaining a site survey and development cost by architects and/or engineers acceptable to the Buyer.
- (g) The Buyer obtaining current assessed value and classification by the Property Valuation Administrator.
- (h) The Buyer obtaining a letter from architect or engineer relating to any potential environmental or safety hazards in the vicinity of the subject real property, which is acceptable to the Buyer.
- (i) The Buyer obtaining approval from the Kentucky Department of Education for the purchasing of the subject real property.

10. Closing on the purchase and sale of the property shall take place no later than thirty (30) days after all conditions set forth in paragraph 9 herein have been satisfied to the satisfaction of the Buyer. In the event of any unforeseen delays, including but not limited to acts of God, the closing on the purchase and sale of the property shall take place no later than six (6) months after the entry into the contract by the Buyer and Seller. Should the closing not be completed by six (6) months after the date of the entry into the purchase and sale contract, the purchase and sale contract

is null and void, and the deposit is to be returned to the Buyer unless a written extension of time to close is signed by the Buyer and Seller.

11. Should any of the conditions contained in paragraph 9 not be satisfied the sale deposit described in paragraph 3 shall be refunded to the Purchaser upon giving written notice to the Seller and the Escrow Agent.

12. This instrument shall be binding upon and shall inure to the benefit of the respective heirs, successors and assigns of each of the parties hereto.

13. Nothing contained in this Contract shall be construed as relieving any party hereto from any and all Liability imposed by Law or at equity by reason of any fraud or intentional, willful or reckless breach of any representation, warranty or covenant contained in this Contract.

14. The parties acknowledge that Seller is represented by William H. McAllister a realtor with Century 21 Advantage Plus, and the Seller will pay a six percent (6%) commission for this sale. It is acknowledged that William H. McAllister is one of the heirs to the estate of James Leonard McAllister

15. This Purchase & Sales Contract contains the entire agreement between the parties hereto and no modification or amendment shall be binding upon any party unless made in writing and signed by each of the parties' hereto.

16. This Purchase & Sales Contract was drafted by the Closing Attorney at the request of the Buyer but that shall in no way be construed to be an advantage to the Buyer nor a disadvantage to the Seller.

17. This Purchase Sales Contract and the rights and obligations of the parties hereto shall be construed in accordance with the laws of the Commonwealth of Kentucky.

18. In case any provision of this Purchase Sales Contract shall be held invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions hereof will not in any way be affected or impaired thereby.

WITNESS the hands of the parties hereto this same date herewith.

SELLER

SHIRLEY T. HARP

LORETTA J. WILLIAMS

JAMES KENNETH McALLISTER

WILLIAM H. McALLISTER

BRENDA M. McALLISTER

TONY L. McALLISTER

CAROL A. McALLISTER

JUDY C. BOWMAN

DENNIS L. BOWMAN

RICKY M. COX

GWEN D. COX

JOE M. COX, JR.

MARY D. COX

BUYER

SPENCER COUNTY BOARD OF EDUCATION

By: _____

Its: _____

This instrument prepared by:

CHARLES S. TICHENOR, ESQ.
SHARON H. SATTERLY, ESQ.
TICHENOR & SATTERLY, PLLC
P.O. BOX 509
TAYLORSVILLE, KY 40071
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