

OPTION TO PURCHASE REAL ESTATE

This Option is made and entered into by and between **BHM PROPERTY MANAGEMENT, LLC**, Post Office Box 549, Madisonville, Kentucky, 42431, hereinafter referred to as the "Optionor"; and the **HOPKINS COUNTY BOARD OF EDUCATION**, 320 South Seminary Street, Madisonville, Kentucky, 42431, hereinafter referred to as the "Optionee".

WITNESSETH, that in consideration of the mutual benefits and covenants described herein, the Optionor does hereby agree to sell certain property to the Optionee, subject to the following terms and conditions;

1. **PROPERTY.** The Optionor does hereby grant to the Optionee the exclusive option to purchase a parcel of real estate on Railroad Street, Madisonville, Kentucky. The property which is subject to this Option Agreement is property the Optionor acquired by virtue of a deed of record in Deed Book 668, page 118, of the Hopkins County Court Clerk's Office. This property shall include the buildings and lot described in Exhibit A at 75 South Railroad Street, Madisonville, Kentucky. In the event the Optionee exercises this Option and purchases the property, the parties agree that the closing shall take place no later than twenty (20) days from the notice of the exercise and that the Optionee shall have immediate possession of the property as of the date of the closing.

2. **OPTION PRICE.** In consideration for this Option, the Optionor does hereby grant to the Optionee the option to purchase the property described above for the sum of \$190,000.00. Upon the execution of this Agreement, the Optionee has paid to the

Optionor the sum of \$500.00 for the granting of this Option and this Option shall be deducted from the total purchase price in the event the Optionee exercises this Option. In the event the Optionee declines to exercise the Option, the Optionor shall retain the \$500.00. In the event the Optionee exercises this Option, the Optionee shall bear all costs for title examination, appraisal, and legal fees associated with the closing. The Optionor would be responsible for any customary charges of Optionor for the closing including but not limited to the transfer tax due upon the sale of this matter.

3. **DATE FOR EXERCISING THIS OPTION.** This Option shall be effective for a time period of 120 days from the date of this Option. This time frame is being granted in order to allow the Optionee to take all appropriate steps to have the site qualified and approved as a site which can be purchased pursuant to the approval of regulations developed by the Department of Education for the Commonwealth of Kentucky.

4. **RIGHT OF ENTRY.** During the term of this Option, the Optionee shall have the right to enter upon the premises at all reasonable times for the purpose of making inspections and investigations that the Optionee may deem reasonable and appropriate.

5. **STEPS TO BE TAKEN BY OPTIONEE.** The parties acknowledge that during the time of the Option the Optionee will be inspecting the property to make sure the property meets with their approval and the Optionee may elect to have an appraisal, title examination and inspection made. If the Optionee, in its sole discretion determines that it does not wish to exercise the Option for any reason, the Optionee shall give notice and this Option shall terminate and in such event the Optionor shall retain the \$500.00 payment as

outlined in paragraph 2.

6. **CONVEYANCE OF TITLE.** In the event that the Optionee exercises this Option, then it shall give notice to the Optionor and thereafter the Optionor shall execute and deliver unto the Optionee a good and sufficient general warranty deed conveying fee simple to the property free and clear of all liens. All real estate property taxes for 2016 associated with the property shall be prorated as of the date of the closing, and after 2016, the property taxes, if any, shall be the responsibility of the Optionee as to that portion of the property being purchased.

7. **BINDING AFFECT OF THIS AGREEMENT.** This Agreement shall be binding upon any heirs, successors and assigns of any parties hereto.

8. **CONSTRUCTION OF AGREEMENT.** This Agreement shall be construed in accordance with the laws of the Commonwealth of Kentucky and shall be construed equally as to both parties regardless of who has prepared it.

So stated and effective this 9 day of March, 2016.

OPTIONOR:

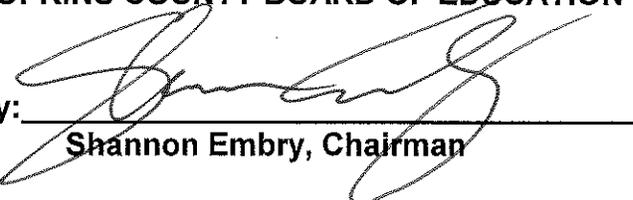
BHM PROPERTY MANAGEMENT, LLC

By: 

Sam Kris Goodman, Member

OPTIONEE:

HOPKINS COUNTY BOARD OF EDUCATION

By: 
Shannon Embry, Chairman

Attest:

By: 
Linda Q. Zellich, Superintendent
and Secretary

Prepared by: J. Keith Cartwright
FRYMIRE, EVANS, PEYTON,
TEAGUE & CARTWRIGHT
Post Office Box 695
Madisonville, Kentucky 42431
(270) 821-6165

Attorney at Law

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BOOK 665 PAGE 118

THIS DEED OF CONVEYANCE made and entered into on this the 13th day of August, 2007, by and between DANNIE J. FRENCH and his wife, TAMMIE FRENCH, 460 Otter Lake Loop, Hanson, Kentucky 42413, parties of the first part, hereinafter termed Grantors; and BHM PROPERTY MANAGEMENT, LLC, a Kentucky Limited Liability Company, P.O. Box 549, Madisonville, Kentucky 42431, party of the second part, hereinafter termed Grantee;

WITNESSETH: That for and in consideration of the sum of ONE HUNDRED FORTY-THREE THOUSAND FIVE HUNDRED DOLLARS (\$143,500.00), cash in hand paid, the receipt and sufficiency of which is hereby acknowledged by the Grantors, the Grantors have bargained and sold and by this instrument do hereby grant, bargain, sell, alien and convey unto the Grantee, its successors and assigns forever, the following described property located in Hopkins County, Kentucky, and more particularly described as follows:

Beginning at the South intersection of an alley with the west line of Railroad Street, running thence about South with the line of Railroad Street 60 feet to a stake; thence about west and parallel with the line of said alley, 56 feet 4 inches to a stake; thence north of west 94 feet to a stake, thence about north and parallel with the line of Railroad Street 50 feet to a stake in the South line of said alley; thence with the line of said alley about east 150 feet to the beginning.

Being the same property conveyed to the Grantors herein by deed of conveyance from Jackie French, et ux., said deed dated the 13th day of August, 2007, and filed of record in Deed Book 665, at page 443, in the Office of the Hopkins County Court Clerk.

TO HAVE AND TO HOLD the foregoing described real estate, together with all the appurtenances thereunto belonging, unto the Grantee, its successors and assigns forever, with covenant of General Warranty of Title.

RECORDING FEES 17.00
TRANSFER TAX 123.50

EXHIBIT A

COMMONWEALTH OF KENTUCKY)
) SCT.
COUNTY OF HOPKINS)

The foregoing Deed of Conveyance was sworn to, executed, and acknowledged before me by Brent A. McEwen, the member of BHM Property Management, LLC, for and on behalf of said Kentucky Limited Liability Company, on this the 13th day of August, 2007.

[Signature]
Notary Public for State of Ky
My Commission Expires: 12/19/09

PREPARED BY:

[Signature]
Leif E. Ratliff, Attorney at Law, PLLC
LOGAN, MORTON & RATLIFF
P.O. Box 429
Madisonville, KY 42431

STATE OF KENTUCKY > SC
COUNTY OF HOPKINS
This instrument was filed for record on the
16th day of November, 2007
at 9:16A m, and is duly recorded in
Deed book 668
page 118
DEVRA A. STECKLER, CLERK
Nicole Catina D.C.