



Tichenor & Satterly, PLLC

Attorneys at Law

26 W. Main Street
P.O. Box 509
Taylorsville, Kentucky 40071
(502) 477-6412
(502) 477-2169 Fax

Charles S. Tichenor
Sharon H. Satterly

August 28, 2018

Mr. Charles Adams
Superintendent
Spencer County Board of Education
207 West Main Street
Taylorsville, KY 40071

Re: Adult Education Building, Main Cross, Taylorsville, Kentucky
Parking Lot, Main Cross, Taylorsville, Kentucky

Dear Mr. Adams;

You presented me with a question of who holds title to the property commonly known as the Adult Education Building and the parking lot located at the corner of Back Alley and Main Cross in Taylorsville, Kentucky.

A brief history of the property is warranted to fully understand and appreciate the history of this property. The approximately 8 acres tract was originally owned by Yoder Poignard, and more commonly known as the Knoll property. Mr. Poignard originally gave the property to the City of Taylorsville for use as a park, a deed was recorded on November 18, 1899, in Deed Book 23, Page 636, in the Office of the Spencer County Court Clerk. This deed contained certain restrictions and timelines that required the City to have certain aspects of the park completed within certain time periods. The City must have defaulted on these conditions due to the fact that Mr. Poignard filed a suit against the City and received a judgment against the City voiding Deed Book 23, page 636 in the Office of the Spencer County Court Clerk's Office (See Spencer Circuit Court Orders #9825, Kentucky Department of Library and Archives), a copy of the Judgment is attached hereto as Exhibit "A".

Mr. Poignard then made an agreement dated May 5, 1906, in which he agreed that since the citizens of Taylorsville raised \$10,000.00 for the purpose of constructing a school he would give to the citizens of Taylorsville the approximately 8 acres, commonly known as the Knoll property as a building site and an additional \$2,000.00. A copy of this document is attached

hereto as Exhibit "B" and incorporated herein by reference. One thing worth noting in this document is the property line extends from the back of the Catholic Church property North to the property of Dr. Sealey. Research has indicated that Dr. Sealey owned property on the north side of the current Park Alley, which at that time was a through street that connected Main Cross to Jefferson Street. The document also contained two other items of interest; 1) There was an easement included for Kings Daughters for Library purposes on a lot 35 ft wide on Main Cross and no deeper than the well lot; 2) There was a revisionary clause that the property should be used for educational purposes.

However, before the deed could be signed Mr. Poignard was hit by a train in Taylorsville and died on August 28, 1906. Mr. Poignard's will was admitted to probate on September 3, 1906, a copy of the Will was recorded in Will Book K, Page 484, in the Office of the Spencer County Court Clerk. The Will stated the Knoll property was to be given to the City of Taylorsville for a park. Therefore a conflict arose between the Will and the Agreement reached on May 5, 1906. The result was a circuit court action to settle which entity should receive the approximately 8 acre Knoll property (Kentucky Department of Library and Archives, Spencer Circuit Court Case No. 13045). The Court ruled that the Agreement to give the Knoll to the Taylorsville Graded School was indeed enforceable and ordered the Master Commissioner to convey the property subject to the terms as stated in the agreement, a copy of the Judgment is attached hereto as Exhibit "C" and incorporated herein by reference. The City received the residue of Mr. Poignard's knoll property being approximately one acre at the corner of Main Cross and Park Alley, that was used as a park for many years.

In accordance with the Circuit Court Judgment, the property was conveyed by the Master Commissioner to the Taylorsville Graded Common School with two restrictions; 1) The Deed contains a restriction that the property must be used for educational purposes; 2) There was an easement in favor of King's Daughters for Library purpose on a small lot fronting Main Cross Street next to the Artisan Well property. A copy of the Master Commissioner deed is of record in Deed Book 28, Page 171, in the Office of the Spencer County Court Clerk's Office, and attached hereto as Exhibit "D".

The original deed provided a provision that the Kings Daughter's had an easement on the lot where the current Adult Education Building is located for library purposes. According to the History of Spencer County, Kentucky, written by Mary Frances Brown, in 1909 the Ambassador Circle Kings Daughters did in fact build the current building then it was assumed by Fidelis Circle of King's Daughter and was operated as a Library for a short period of time. In the 1920 the Library closed and the school used it for classroom space. The Library was then reopened in 1966, as a Public Library in cooperation with the School System, Spencer County Fiscal Court, and Kentucky Department of Libraries (See page 127 & page 170 The History of Spencer County by Mary Frances Brown).

The Library relocated to their present location sometime in the late 1980s and abandoned the building now housing the Adult Education Center. For a brief period of time I remember this building being used by the Ruritan Club of Taylorsville in the late 1980s early 1990s, however I

could not find any documents of public record that show who the landlord was for the Ruritan Club. In addition the Adult Education/Library Property was never conveyed to any other entity and the records do not show when the King's Daughters relinquished their right of and easement for Library Purposes. However the School System has been control of the property for period in excess of 15 years at this point, therefore in my opinion pursuant to Kentucky Law the easement has been abandon by prescription and the easement is no longer encumbering the property.

In closing it is my opinion the approximately 8 acre knoll property (including the Adult Education Building and Parking Lot) is currently owned by the Spencer County Board of Education being a successor in interest to the Taylorsville Graded Common School with the following restrictions:

- 1) All the property contains a restriction that it must be used for educational purposes. The original agreement mentioned a reversion clause should be in the deed, but that was not included in the Master Commissioner Deed. In my opinion what was included in the Master Commissioner deed is a restriction as to the use of the property, " ... for educational purposes only" Therefore the property can only be used for educational purposes.
- 2) Interlocal Agreement between – City of Taylorsville, Fiscal Court of Spencer County and the Spencer County School Board, attached hereto as Exhibit "D " This agreement subjects the parking lot at the intersection of Main Cross and Back Alley to agreement between the parties as to the use and maintenance of the parking lot. This agreement was entered into on July 1, 1999. From the research I have conducted I have not found where this agreement was ever terminated by any of the parties, therefore I must assume it remains in effect. This agreement may be terminated with 60 days' notice prior to the yearly renewal date of July 1. A copy if the interlocal agreement is attached hereto as Exhibit "E"

My opinions are limited to only documents of public record in the Spencer County Court Clerk's Office, and/or Kentucky Department of Library and Archives, and any documents provided to me by the Spencer County Board of Education.

Should you have any questions or should you wish me to present this to Board of Education at one of their regular meetings please let me know.

Sincerely,

A handwritten signature in dark ink, appearing to be 'C. S. Tichenor', with a long horizontal flourish extending to the right.

Charles S. Tichenor

Joder Paignant

vs. { Ind. St.

W. J. Evkra

1905-Mch 16" filed
in Court
attest - WMT Black LK

Joder Paignant
vs, } Judgment
W. T. Locke

This cause coming on
for hearing and your best efforts
upon the pleadings and exhibits
filed, ~~and~~ by agreement of parties
hereto.

Now the Court being suffi-
ciently advised orders and
adjudges that the conditions
and requirements of the deed
have been broken, and by
reason thereof the rights of
the defendants thereunder
~~are~~ forfeited, ~~and it is therefore~~
~~adjudged that~~ and the property
reverted to the original grantor
in said deed Joder Paignant.
It is therefore adjudged that
said deed be cancelled, be set
aside and held for naught; and
that the plaintiff recover
of defendants his costs
herein expended.

In consideration of the
subscription of two thousand
dollars by the citizens of Spencer
County, made for the purpose of
building a graded school in
Paysonville. I hereby certify
in said same purpose the
lot known as the Knoll of
about ^{eight} acres in said town, as
a building site therefor, except
that portion thereof north of the
Catholic Church, running with
back line of said church lot; to the
Dr Seely property. And I further
subscribe two thousand dollars
in said same purpose, to be paid
to the trustees of the graded common
school, in same manner as said
citizens subscription is to be paid
the deed to contain a reversionary
clause in case said real estate
ceases to be used for public school
purposes. And also to contain an
covenant in favor of the King &
Daughters, for library purposes on
a lot not larger than 30 feet front
same depth as well lot and adjoining
same - this May 5th 1906.

Yoder Poignant

Agreed to be a bond
Columbia, Tennessee, July 2nd 1890
6th
Done in presence of
J. W. Reaser

Page
630
Scho. 10
1890

The motion having been heard and Submitted
on the subject of the petition of the
Taylorsville Graded Common School District and
The Trustees of the Town of Taylorsville Ky and the
School fees and the Court being advised it is
now ordered and adjudged that:

Ex 510

That the written Contract between Godwin Perry and
deceased and Said Trustees of Said Graded School
District be specifically performed and that
the Master Commissioner of this Court is and
ordered to convey from W. J. Cook and J. W. Reaser
J. M. Huston J. D. True and J. W. Reaser Trustees
of the town of Taylorsville Ky to John Speed
J. W. Reaser E. D. Brown and
J. W. Dickson Trustees of The Taylorsville
Graded School District the piece of land
described as follows to wit:

Page
5

In the town of Taylorsville Spencer County Kentucky
Beginning at a stone in the North East Corner
of an alley and Main Cross Street North of
The Yankle Square thence with said alley
in an Easterly direction to Jefferson Street
thence in a Northerly direction with Jefferson
Street to along an South East Corner of

212

1890

EXHIBIT
C
Banking No. 5208

increased in the action of the Colon 1
Paignand died in ... of the Colon 1

for Tucker C.S.C.
for A.B. Buckner 9.6

Receiv's addition to town of Jay Lovinsville
thence westwardly with said alley to a
fence in same in line with the back of
Eastern line of the Catholic Church lot to
corner to park thence Southwardly to South
Eastern corner of said Church lot thence
westwardly with South line of Church lot to
the corner of said Church lot thence Southwardly
with back line of well lot to South Eastern
corner of well lot thence westwardly with
well lot to Main Cross Street thence South
wardly with said Main Cross Street to
the beginning containing eight acres
more or less.

Said Land to be held by said Trustees and
their Successors for Educational
purposes only and also subject to
the Easement in the King's daughters
for Library purposes
on a lot not larger than 30 feet front
same depth as well lot and adjoining same.

The claim of said Graded School Trustees against
the Estate of Godes Porynard is now allowed
and the Executor is directed to pay same.

It is further adjudged that under the
will of Godes Porynard died the Town of
Jay Lovinsville has title to the residue of the
Knoll property in Jay Lovinsville by said
residue being a lot of about one acre

Godes
and
interested
said case
by
himself
who are

very
1
2

28/06
i
h
m.
als
Saia
Nov 2
1907
L.W. 8
ome
D.
ma

It is further agreed that the Town of
Wade of Under Piquand deed the Town of
Daylesville has filed to the reading of the
Knoll property in Daylesville by said
reading being a lot of about 2000

and lying on Main Cross Street in
Daylesville by Beginning in the East
line of Main Cross Street on the North
Corner of the Catholic Church lot corner
on said Street thence East with the North
line of said Church lot to the East line of
same thence North same corner with East
line of Church lot to South line of Reason
addition to the Town of Daylesville stream
westwardly with said addition's line to
said Main Cross Street thence Southwardly
with said Street to the beginning

Witness my hand, this 22 day of Jan'y 1907

Joseph Tucker CSEC
By A. L. Buckner D. L.

Whereas in the action of the Columbia Finance & Trust Co Executor of Goddard -
Paignand deed &c Plaintiffs against Knox Brown &c defendants pending
in the Spencer Circuit Court Commonwealth of Kentucky an order was entered
at the January term 1907 directing me the Master Commissioner of said Court
to execute a Deed of Conveyance of property in The Town of Taylorville Ky
hereinafter described from the Trustees of the Town of Taylorville who are hereinafter
named to the Trustees of the Taylorville Graded Common School District who are
also hereinafter named but for greater certainty the record and proceedings in
said Case are referred to

Now therefore this indenture made and entered into this 11th day of January
1907 by and between W. T. Cook W. T. Froman Wm M. Huston J. L. True and
J. W. Reesor Trustees of the Town of Taylorville Ky by me A. T. Beard Master
Commissioner of said Court of the first part and John Speed J. W. Reesor
E. D. Brown Knox Brown and J. W. Dixon Trustees of the Taylorville Graded
Common School District of the second part,

L. T. Beard
Commissioner

To } Deed
186
Trustees Graded
School District
Taylorville

January 1907

A. T. Beard
Master Commissioner
Spencer Circuit Court.

Acknowledged by the Commissioner examined and approved in
open Court this 11 day of January 1907

R. F. Peak
Judge Spencer Circuit Court

State of Kentucky }
Spencer Circuit Court } Ct

I W M Black clerk of the Spencer Circuit Court do hereby certify
that this Deed from M. T. Cook M. T. Froman W M Huston
J. L. Linn and J. W. Reesor Trustees of the Town of Taylorsville
by A. T. Beard Master Commissioner of said Court to John Speed
J. W. Reesor E. D. Bourne Knox Brown and J. M. Dixon Trustees
of the Taylorsville Graded Common School District was on
the 11th day of January 1907 presented in open Court by A. T.
Beard Master Commissioner and was by him duly acknowledged
to be his act and deed and the said deed having been
examined by the Court was approved and confirmed and so
endorsed by the Judge and ordered to be transmitted duly certified
to the Clerk of the Spencer Circuit Court for record which is

INTERLOCAL COOPERATION AGREEMENT

This INTERLOCAL COOPERATION AGREEMENT enter into by and between the SPENCER COUNTY BOARD OF EDUCATION of Spencer County, 207 W. Main Street, Taylorsville, KY 40071, the CITY OF TAYLORSVILLE, P.O. Box 279, Taylorsville, KY 40071 a municipal corporation, which is a Six Class City, and the SPENCER COUNTY FISCAL COURT, P.O. Box 397, Taylorsville, KY 40071 regarding the use of the blacktop parking area known as the "City parking lot" located on the corner of Main Cross and Back Alley behind the SPENCER COUNTY CHAMBER OF COMMERCE building, Taylorsville, Kentucky, said real estate being owned by the SPENCER COUNTY BOARD OF EDUCATION.

W I T N E S S E T H:

WHEREAS, KRS 65.210, Et Seq. authorizes local government entities, to enter into Interlocal Cooperative Agreement, such as this Agreement, and,

WHEREAS, the parties wish to enter into a formal agreement regarding said parking lot.

THEREFORE, the parties hereto agree that in consideration of the CITY, and the COUNTY maintaining said lot as needed and by providing liability insurance with the SPENCER COUNTY BOARD OF EDUCATION as a named insured on one or all of the other parties' liability insurance policy, with limits of at least \$1,000,000.00, the CITY, and the COUNTY may have the use of said parking lot for the general public with the following restrictions and limitations and subject to the



regulations established or imposed by the CITY and/or the local Planning and Zoning:

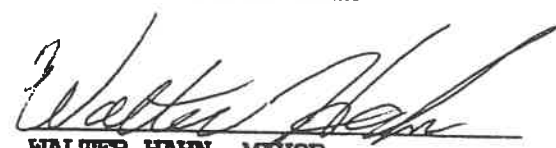
1. The SCHOOL BOARD retains the right to park school owned and operated vehicles, including Spencer County school buses, which will be parked on the back gravel protion of said property;
2. There shall be no parking of any fire department vehicles, except under an emergency situations;
3. There shall be no parking or storing of abandon vehicles;
4. There shall be no parking of semitrailers and/or tractor trailer trucks, tractors and/or trailers;
5. The terms and provisions of this agreement begin July 1, 1999, and shall continue for one year therefrom and each year thereafter, unless written notice is given by one or more of the parties to the other parties, 60 days prior to July 1 of the year in which the notifying party wishes to terminate the agreement, whereupon said agreement will be terminated at that time.
6. On the termination of this agreement, the said parking lot and the use thereof shall revert back to the SCHOOL BOARD.

Dated this the 1st day of July, 1999.

SPENCER COUNTY FISCAL COURT


DAVID JENKINS
COUNTY JUDGE EXECUTIVE

CITY OF TAYLORSVILLE


WALTER HAHN, MAYOR

SPENCER COUNTY BOARD OF
EDUCATION

Victoria Goodlett

VICTORIA GOODLETT
BOARD CHAIRPERSON

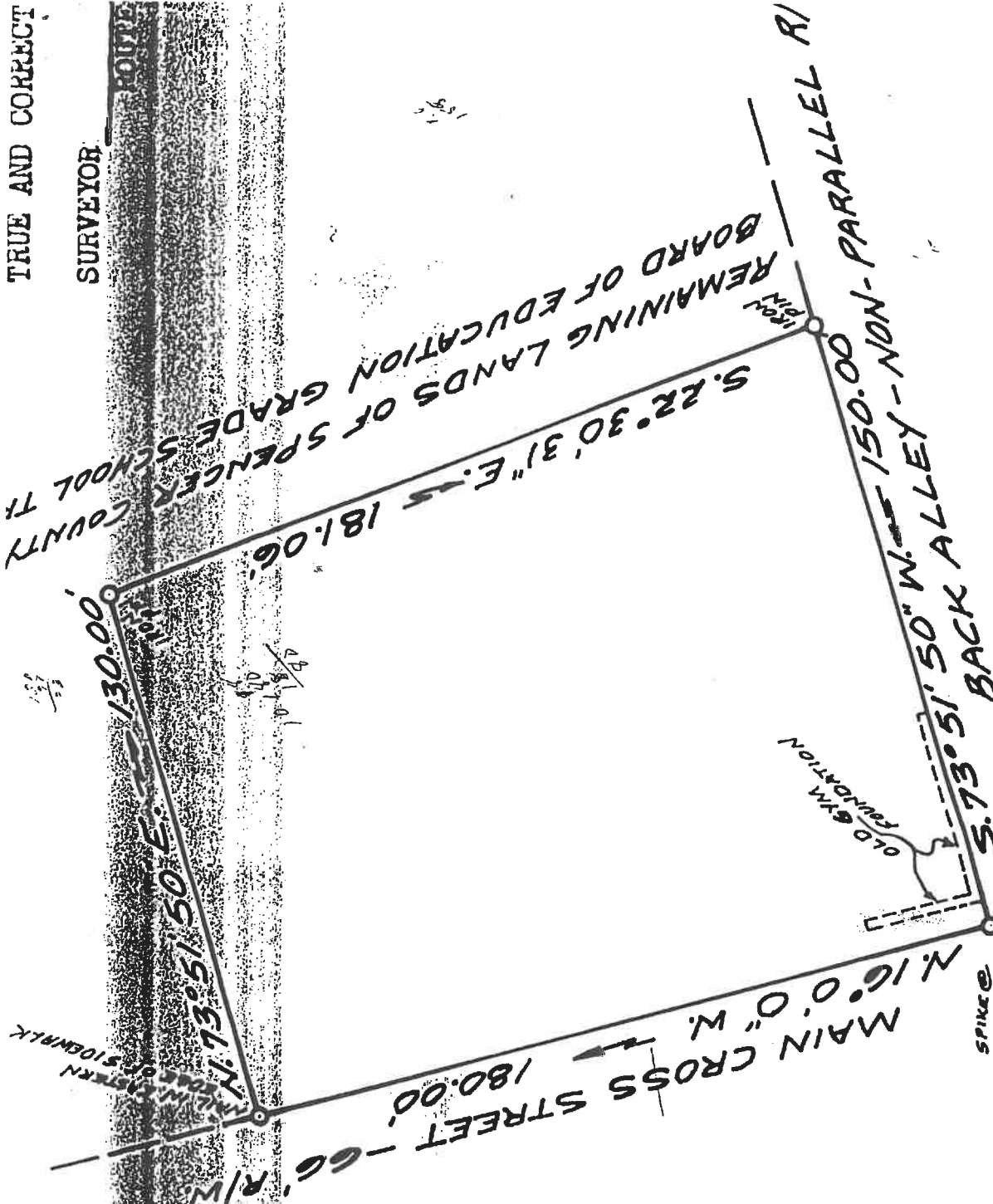
APPROVED this the ____ day of _____, 1999.

BEN CHANDLER, ATTORNEY GENERAL
COMMONWEALTH OF KENTUCKY

TRUE AND CORRECT

SURVEYOR

ROUTE



SPENCER COUNTY BOARD OF EDUCATION

TO - SPENCER BC

Poignard Gift

Legend
Approx Boundary

