

SALES AGREEMENT

THIS SALES AGREEMENT is made and entered into by and between **Hopkins County Board of Education**, 320 South Seminary Street, Madisonville, Kentucky, 42431, hereinafter referred to as the "Seller"; and **City of Earlington, Kentucky**, 103 West Main Street, Earlington, Kentucky, 42413, hereinafter referred to as the "Buyer".

WITNESSETH, that in consideration of the mutual benefits and covenants described herein, the parties agree as follows:

1. **Property.** The Seller agrees to sell and the Purchaser agrees to purchase a certain parcel of real estate located at 1967 Championship Drive, Earlington, Kentucky. The property which is subject to this Sales Agreement is property the Seller acquired by virtue of a deed of record in Deed Book 816, page 522, of the Hopkins County Court Clerk's Office. This property shall include the buildings, fixtures and lot described in Exhibit A at 1967 Championship Drive, Earlington, Kentucky. There is excluded that portion approximately 2.676 acres conveyed by the Seller to Earlington General Baptist Church by deed of record in Deed Book 779, page 662, Hopkins County Court Clerk's Office. The intention is to sell the remaining property of the Earlington Elementary School which includes approximately 18.294 acres according to the Hopkins County Property Valuation Administrator, although no warranty is given as to the amount of acreage. There shall also be included any personal property which remains in the building of the former Earlington Elementary School.

2. **Purchase Price.** Seller agrees to sell and Purchaser agrees to purchase the subject property for the sum of \$376,000.00. Upon the execution of this Agreement, the Buyer has paid to the Seller the sum of \$1,000.00 which shall be a down payment towards the purchase price and which shall be applied towards the purchase price.

3. **Date for Closing.** The closing shall be conducted within thirty (30) days of the execution of this agreement.

4. **"As Is" Acceptance of Property.** The parties acknowledge that the property has been used as the Earlington Elementary School. The Buyer is familiar with the property and agrees to accept the property in its current condition including any issues thereon. Specifically the water to the subject premises has currently been turned off. The Buyer is aware that the Seller had a water leak in the mechanical room and the Buyer agrees to accept the subject property in its current condition with the water leak. The Seller will be making no repairs to the water line. The Buyer will be accepting the property in its as is condition as Buyer has had the right to inspect the property. The only repairs are those specified in paragraph 5.

5. **Repairs Made by Seller.** The Seller has made some recent repairs to windows which were damaged by vandalism. The Seller's costs are estimated at \$1,300.00 and since the window damage was caused by vandalism, in the event that restitution is ever made by the responsible party for the damage to the windows, the restitution shall be payable to Hopkins County Board of Education.

6. **Conveyance of Title.** Upon closing Hopkins County Board of Education shall execute and deliver unto City of Earlington, Kentucky a good and sufficient general warranty deed conveying fee simple to the property free and clear of all liens. Since Hopkins County Board of Education is a tax exempt educational organization, it is not anticipated that there are any property taxes but, if there are any property taxes, then all real estate property taxes for 2023 associated with the property shall be prorated as of the date of the closing.

7. **Binding Affect of Agreement.** This Agreement shall be binding upon any heirs, successors and assigns of any parties hereto.

8. **Closing Costs:** The Buyer shall bear all costs for title examination, recording of deed, and its legal fees associated with the closing. The Seller would be responsible for any customary charges of Seller for the closing including but not limited to the transfer tax, if any, due upon the sale of this matter and Seller's attorney's fees.

9. **Utilities.** The parties acknowledge the electricity is still on and shall be Seller's responsibility until the date of closing. The winter heat has not been turned on but will be turned on as is necessary at Seller's discretion and cost. Upon closing, gas for the heat shall thereafter be the Buyer's responsibility. The electricity and all other utilities will transfer into the Buyer's name and be Buyer's responsibility as of the date of the closing of this transaction.

10. **Contingent Upon KDE Approval.** The parties acknowledge that the Kentucky Department of Education (KDE) has to make final approval for the Hopkins County Board of Education to execute the agreement. Once KDE has granted approval, the Board will be authorized to execute this agreement and the deed of conveyance.

11. **Technology Infrastructure.** The parties acknowledge the Board is leaving certain technology infrastructure which is primarily cameras which provides security for the property. The Board agrees they will leave the security cameras up through closing and Board shall have the right to remove said equipment up until 14 days post closing.

12. **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 _____ day of October, 2023.

SELLER:

Hopkins County Board of Education

Attest:

Shannon Embry, Chairman

Amy Smith, Superintendent/Secretary

BUYER:

CITY OF EARLINGTON, KENTUCKY

Attest:

Albert Jackson, Mayor

Martha Hamby, City Clerk

Prepared by:

Have seen and agreed:

FRYMIRE, EVANS, PEYTON,
TEAGUE & CARTWRIGHT, PLLC
One South Main Street, Third Floor
Post Office Box 695
Madisonville, Kentucky 42431
(270) 821-6165

LITTLE LAW OFFICE
33 East Broadway
Madisonville, Kentucky 42431
(270) 821-9000

J. Keith Cartwright
Counsel for Seller

Natasha Little
Counsel for Buyer

THIS DEED OF CONVEYANCE is made and entered into by and between the **HOPKINS COUNTY SCHOOL DISTRICT FINANCE CORPORATION**, 320 South Seminary Street, Madisonville, Kentucky 42431, hereinafter referred to as the "Grantor", and the **HOPKINS COUNTY BOARD OF EDUCATION f/k/a BOARD OF EDUCATION OF HOPKINS COUNTY, KENTUCKY**, 320 South Seminary Street, Madisonville, Kentucky 4243, hereinafter referred to as the "Grantee";

WITNESSETH: In consideration of the payoff of the Hopkins County School District Finance Corporation School Revenue Bonds, Series 1989, dated August 1, 1989, and in accordance with the provisions of Section 4 of the Contract, Lease and Option dated April 5, 2011 by and between the Board of Education and the Hopkins County School District Finance Corporation, the Grantor does hereby grant, bargain, transfer and convey unto the Grantee, its successors and assigns, the following described real estate located in Hopkins County, Kentucky, having an approximate fair market value of \$260,000.00 according to the Hopkins County Property Valuation Administrator, and being more particularly bounded and described as follows:

EARLINGTON ELEMENTARY SCHOOL PROPERTY

Tract 1: Beginning at a stake located S. 45 E. a distance of sixty (60) feet and N. 45 E. a distance of fifty-five (55) feet from the southwest corner of Lot 9, Block 28, as shown on the plat of the City of Earlington, said stake being located on the south side of Thomson Avenue, thence with line of same N. 45 E. a distance of one thousand ninety-six (1096) feet to a stake on the west side of an alley; thence with line of same S. 45 E. a distance of one thousand and one hundred seventy-seven (1177) feet to a stake; thence S. 45 W. a distance of three hundred fifty-one (351) feet to an iron stake, corner of Moss Patterson's 49.09 acre tract; thence with line of same N. 79-22 W. a distance of eight hundred twenty-three and fifty-six one hundredths (823.56) feet to an iron stake another corner of Patterson; thence N. 82-42 W. a distance of Four Hundred thirty three and fifty seven one-hundredths (433.57) feet to an iron stake another corner of Patterson; thence N. 50 - 22 W. a distance of one hundred fifty-four and six tenths (154.6) feet to the beginning, containing twenty and forty-four one hundredths (20.44) acres.

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Tract 2: Beginning at a stake located S 45 E a distance of sixty (60) feet and N. 45 K a distance of fifty five (55) feet from the southwest corner of Lot 9 Block 28 as shown on the plat of the City of Earlington, said stake being located on the south side of Thomson Avenue, thence with line of same S. 45 W. about one hundred fifty (150) feet to a stake on the east side of Moss Patterson's private roadway; thence with line of same S. 44 - 17 E about one hundred fifty-five (155) feet to a stake corner of Moss Patterson; thence with his line N 46-10 E about one hundred fifty (150) feet to a stake corner of Moss Patterson and corner of 20.44 acre tract of Board of Education, Independent School District, Earlington, Kentucky; thence with line of same N. 50 - 22 W. one hundred fifty four and six-tenths (154.6) feet to beginning, containing approximately 23,250 square feet.

Being a part of the same real estate conveyed by the Board of Education of Hopkins County, Kentucky s/k/a the Board of Education of Hopkins County School District to Hopkins County School District Finance Corporation by deed dated August 7, 1989 and of record in Deed Book 484, page 591, Hopkins County Court Clerk's Office.

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

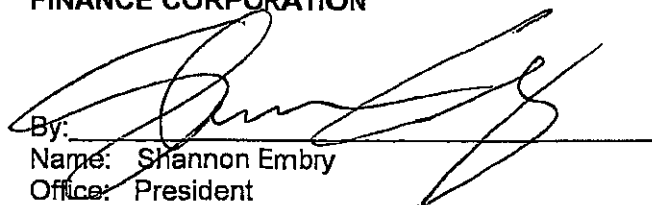
The parties hereto state that there is no cash consideration reflected in this deed and the fair market value of the property is listed above. The Grantee joins in the execution of this deed for the sole purpose of certifying the consideration pursuant to KRS Chapter 382.

IN TESTIMONY WHEREOF, witness the signatures of the parties on this 28th day of August, 2023.

TAX BILL: Pursuant to KRS 382.135 the 2023 ad valorem property tax bill relating to the real estate herein conveyed will be paid by and should be mailed c/o the Grantee at the address set forth above.

GRANTOR:

**HOPKINS COUNTY SCHOOL DISTRICT
FINANCE CORPORATION**

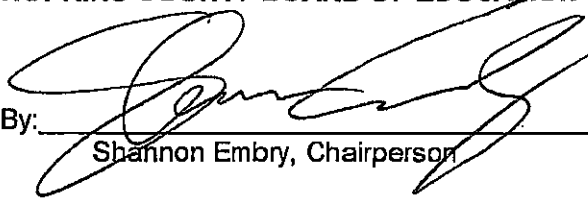
By: 
Name: Shannon Embry
Office: President

Attest:


Name: Amy Smith
Office: Secretary/Superintendent

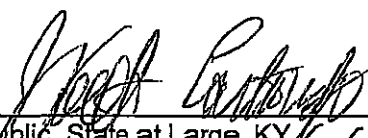
GRANTEE:

HOPKINS COUNTY BOARD OF EDUCATION

By: 
Shannon Embry, Chairperson

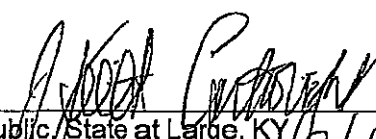
STATE OF KENTUCKY)
) SCT.
COUNTY OF HOPKINS)

The foregoing Deed and Consideration Certificate was subscribed, sworn to and acknowledged before me by Shannon Embry and Amy Smith, who hold the offices of president and secretary, respectively, persons known to me or presenting sufficient evidence of their identification, on this 28th day of August, 2023.


Notary Public, State at Large, KY
My commission expires: 8/6/2024
Notary ID: KYUP2025

STATE OF KENTUCKY)
) SCT.
COUNTY OF HOPKINS)

The foregoing Deed and Consideration Certificate was subscribed, sworn to and acknowledged before me by Shannon Embry, as chairman, for and on behalf of the Hopkins County Board of Education, a person known to me or presenting sufficient evidence of her identification, on this 28th day of August, 2023.


Notary Public, State at Large, KY
My commission expires: 8/6/2024
Notary ID: KYUP2025

525

Prepared by:
FRYMIRE, EVANS, PEYTON,
TEAGUE & CARTWRIGHT, PLLC
One South Main Street, Third Floor
Post Office Box 695
Madisonville, KY 42431
(270) 821-6165



J. Keith Cartwright
Attorney at Law

JKC.srp.2023.0807HCSFC.hcboe.deed



2023008597
HOPKINS CO, KY FEE \$50.00
PRESENTED / LODGED: 09-01-2023 07:58:00 AM

RECORDED: 09-01-2023
KEENAN CLOERN
CLERK
BY: NICOLE COFFMAN
DEPUTY CLERK

BK: DEED 816
PG: 522-525

CORRECTION

Book: 817

Page: 616

BOOK 779 PAGE 662

THIS DEED OF CONVEYANCE made and entered into by and between **Hopkins County Board of Education**, 320 South Seminary Street, Madisonville, Kentucky, 42431, hereinafter referred to as the "Grantor", and **Earlington General Baptist Church**, Post Office Box 42, Earlington, Kentucky, 42410, hereinafter referred to as the "Grantee";

WITNESSETH: That for and in consideration of the sum of SIXTEEN THOUSAND DOLLARS (\$16,000.00) cash in hand paid, the receipt and sufficiency of which is hereby acknowledged, the Grantor does hereby grant, bargain, sell and convey unto the Grantee, its successors and assigns forever, the following described property located near Championship Drive in Earlington, Hopkins County, Kentucky, more particularly bounded and described as follows:

Unless stated otherwise, any monument referred to herein as an "iron pin set" is a ½" diameter rebar 24 inches in length, with an orange cap stamped "PLS 3277". All bearings stated herein are based on the Kentucky South Zone, North American Datum 1983 in U.S. Survey Feet.

A certain tract of land located in the City of Earlington, Hopkins County, Kentucky, more particularly described as follows:

Beginning at an iron pin set this survey in the south right of way of Atkinson Avenue and having Kentucky State Plane Coordinates N:1985244.51 and E:1127556.32, also being a point in the east right of way of the undeveloped Thompson Avenue; thence, running with said new division line in which this tract is a part; thence, S 39°57'45" E for a distance of 56.86' to a point; thence, S 34°29'26" E for a distance of 32.46' to a point; thence, S 26°05'10" E for a distance of 33.75' to a point; thence, S 30°08'36" E for a distance of 34.13' to an iron pin set this survey; thence, S 21°43'12" E for a distance of 11.01' to an iron pin set this survey; thence, S 01°05'23" E for a distance of 7.07' to an iron pin set this survey; thence, S 46°03'00" E for a distance of 169.52' to an iron pin set this survey; thence, S 01°31'37" E for a distance of 165.21' to an iron pin set this survey, also being a point in the north line of John & Kathleen Gordon as recorded in Deed Book 496, Page 159 in the Hopkins County Clerk's office; thence, running with said Gordons' north line N 77°53'41" W for a distance of 393.81' to an existing concrete monument; thence, N 45°45'17" W for a distance of 154.60' to an iron pin set this survey, also being a point in the east line of an undeveloped West Thompson Avenue; thence, running with said right of way N 49°14'40" E for a distance of 367.34' to the point of beginning, having an area of 2.676 acres according to a survey conducted by Thomas W. Crabtree with Ronald Johnson and Associates, PSC on September 16th, 2019.

The Grantor is conveying any and all mineral rights it owns as to the subject property but no warranty is made as to the mineral ownership.

Being a part of the same real estate identified as Earlington School property conveyed by County of Hopkins, Kentucky to Board of Education of Hopkins County, Kentucky by deed dated August 4, 1989, and of record in Deed Book 484, page 207, Hopkins County Clerk's Office.

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

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The parties hereto state that the consideration reflected in this deed is the full consideration paid for the property. The Grantee joins in the execution of this deed for the sole purpose of certifying the consideration pursuant to KRS Chapter 382.

IN TESTIMONY WHEREOF, witness the signatures of the parties on this 19th day of December, 2019.

TAX BILLS: Pursuant to KRS 382.135 the 2020 ad valorem property tax bills relating to the real estate herein conveyed will be paid by and should be mailed c/o the Grantee at the address set forth above.


GRANTOR:

Hopkins County Board of Education

Attest:



J. W. Durst, Chairman



Deanna D. Ashby, Superintendent
and Secretary

GRANTEE:

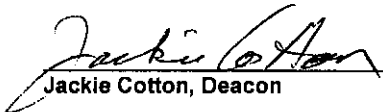
Earlington General Baptist Church



Elvis Edwards, Head Deacon




Mark Love, Deacon/Treasurer



Jackie Cotton, Deacon

STATE OF KENTUCKY)
) SCT.
COUNTY OF HOPKINS)

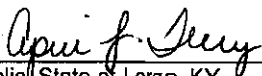
The foregoing Deed and Consideration Certificate was subscribed, acknowledged and sworn to before me by J. W. Durst, Chairman, and Deanna D. Ashby, Superintendent/Secretary, of Hopkins County Board of Education, persons known to me or presenting sufficient evidence of their identification, on this 19th day of December, 2019.



Notary Public/State at Large, KY
My commission expires: 2/9/2020
549137

STATE OF KENTUCKY)
) SCT.
COUNTY OF HOPKINS)


The foregoing Deed and Consideration Certificate was subscribed, acknowledged and sworn to before me by Elvis Edwards, Head Deacon, and Mark Love, Deacon/Treasurer, and Jackie Cotton, Deacon, for and on behalf of the Earlington General Baptist Church, persons known to me or presenting sufficient evidence of their identification, on this 19th day of December, 2019.



Notary Public/State at Large, KY
My commission expires: 9-8-2022 606831

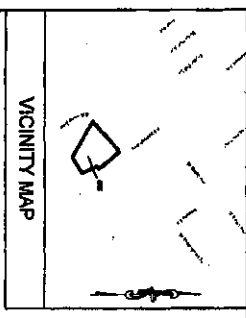
664

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



Attorney at Law

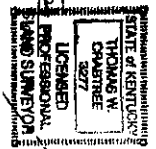
JKC.meat.2019Board.HCBOE.1211HCB.EarlingtonBaseball.Deed



CERTIFICATION OF SURVEYOR

I hereby certify that the survey depicted by this plat was done by persons under my direct supervision by the GPS method and was unadjusted. The survey as shown hereon is a Union survey and the accuracy and precision of said survey meets all the specifications of the class.

Date: 9-23-19
 Thomas W. Coffman



OWNER/CLIENT:
 HOPKINS COUNTY BOARD OF EDUCATION
 320 SOUTH SEMINARY
 MADISONVILLE, KY 42437

NOTE:
 NO UNDERGROUND UTILITIES WERE LOCATED OTHER THAN THOSE SHOWN ON PLAT USING ABOVE GROUND OBSERVATIONS DURING THE FIELD SURVEY.

FLOODPLAIN NOTE:
 THIS PROPERTY IS NOT LOCATED IN A FLOOD HAZARD AREA AS DETERMINED ON COMMUNITY PANEL NO. 21107 C 0244 D EFFECTIVE DATE MAY 16, 2008 ZONE X

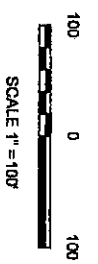
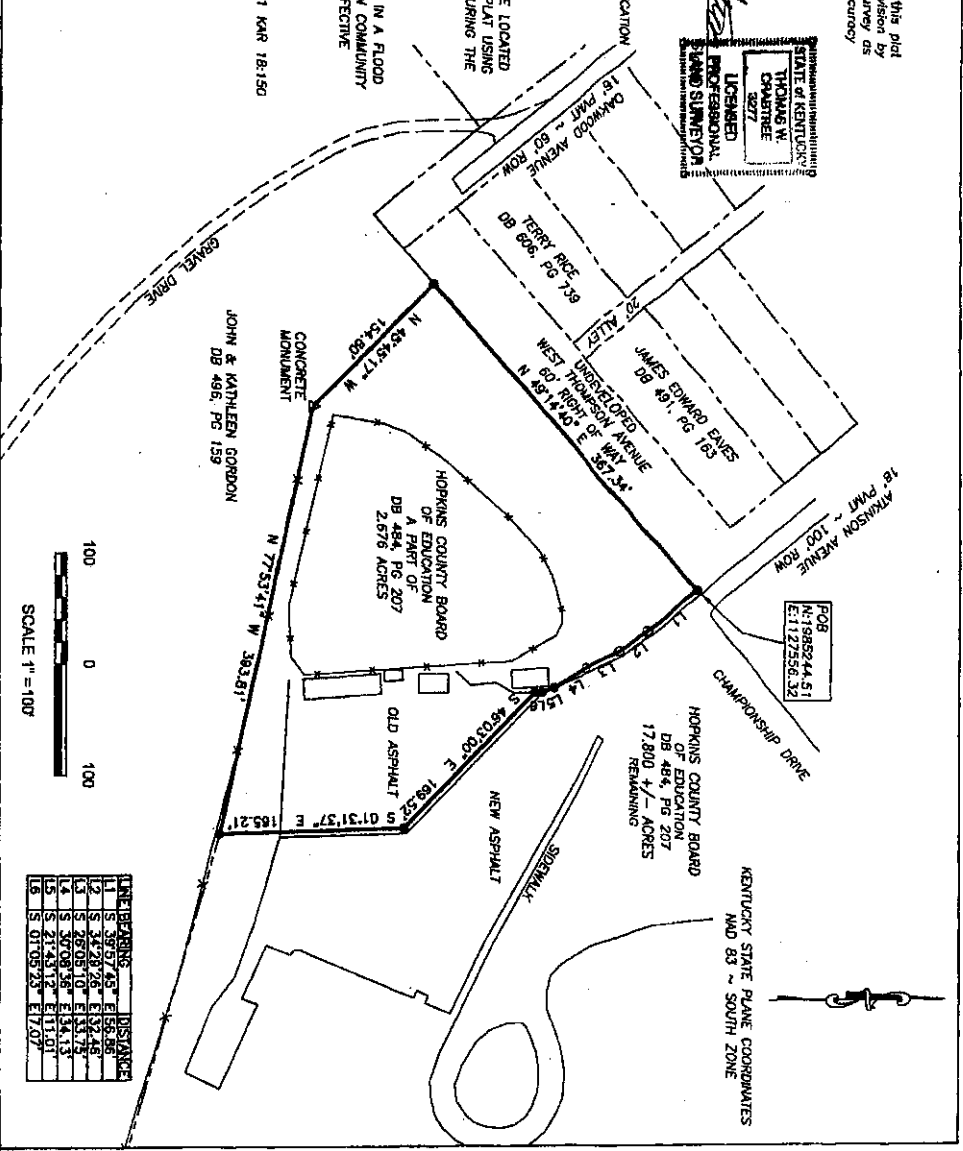
NOTE:
 THIS SURVEY COMPLIES WITH 201 KAR 18-150

NOTE:
 THE PROPERTY SHOWN HEREON IS SUBJECT TO ALL LEGAL EASEMENTS, PRESCRIPTIVE RIGHTS, AND RIGHT OF WAIVES.

THE PROFESSIONAL SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP TITLE EVIDENCE, OR ANY OTHER FACTS THAT MAY AFFECT ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.

GPS USAGE:
 THIS SURVEY WAS PERFORMED USING A TRIANGLE R10 MODEL WITH GLOWASS CAPABILITIES AND DUAL FREQUENCY RECEIVERS UTILIZING REAL TIME KINEMATICS (RTK) GLOBAL ESTIMATING EXCEEDED THE ACCURACY OF STANDARDS FOR URBAN SURVEY AS ESTABLISHED BY THE COMMONWEALTH OF KENTUCKY. STANDARDS OF PRACTICE FOR PROFESSIONAL LAND SURVEYORS PER 201 KAR 18-150 (WHICH IS +/- 0.05+1.00 PPM). THE BEARINGS AND DISTANCES SHOWN HEREON HAVE NOT BEEN ADJUSTED FOR CLOSURE.

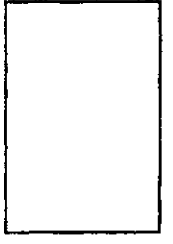
THE BASIS OF BEARINGS SHOWN HEREON ARE BASED ON GLOBAL POSITIONING SYSTEMS COORDINATES SOUTH ZONE COORDINATES, NAD83 DATUM. DIFFERENCES IN THE BEARINGS CALCULATED ON THE PLAT AND THOSE CALLED FOR IN THE ORIGINAL DEED ARE DUE TO VARIATIONS BETWEEN MAGNETIC AND GRID NORTH.



LINE BEARINGS	DISTANCE
1 S 39°57'43" E	656.56
2 S 34°28'26" E	532.48
3 S 26°05'10" E	533.75
4 S 37°08'56" E	534.13
5 S 21°53'12" E	511.07
6 S 01°05'23" E	17.07

DATE OF SURVEY	19-1-98
DATE OF PLAT	08/18/19
DATE OF REVISION	08/18/19

FIRST DIVISION
OF THE
HOPKINS COUNTY BOARD OF EDUCATION PROPERTY
WEST THOMPSON AVENUE
EARLINGTON, KY



RONALD JOHNSON & ASSOCIATES, P.S.C.
 ENGINEERS - LAND SURVEYORS - ENVIRONMENTAL
 24 W Carter St
 Madisonville, KY 42431 (270) 821-8392

RECORDED: 12-23-2019
 KEENAN CLOERN
 CLERK
 BY: NICOLE COFFMAN
 DEPUTY CLERK
BK: DEED 779
DC- 662-665

2019013416
 HOPKINS CO, KY FEE \$20.00
 STATE OF KY DEED TAX
\$16.00