

KENTUCKY REAL ESTATE PURCHASE AGREEMENT

THIS REAL ESTATE PURCHASE AGREEMENT hereinafter known as the **"Agreement"** is entered into this ____ day of _____, 2025 (**"Effective Date"**), by and between the Board of Education of Meniffee County, Kentucky, of 440 Wynn Flat Road, Frenchburg, KY 40322 (**"Seller"**), and the Rangee Cemetery Trust, with mailing address in care of Trustees Ray and Donna Abney at 304 Abney Ridge Road, Frenchburg, KY 40322 (**"Buyer"**), collectively referred to herein as **"the Parties."**

WHEREAS, the Seller owns the Property defined herein and desires to sell the same to the Buyer under the terms and conditions as set forth herein, as reflected by motion and vote of the Seller during its meeting on May 15, 2025; and

WHEREAS, the Buyer desire to purchase the Property defined herein from the Seller under the terms and conditions set forth herein.

NOW THEREFORE, for and in consideration of the covenants and obligations set forth in this Agreement and of other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree a follows:

1. THE PROPERTY. In accordance with the terms and conditions of this Agreement, the Seller hereby agrees to sell and convey to the Buyer the Property described below together with all the Seller's rights and interests therein including but not limited to all rights under the soil, and improvements to the Property including all fixtures and appurtenances not otherwise expressly excluded herein (hereinafter referred to as the **"Property"**):

A boundary survey of Tract A-1, a portion of Tract A, Board of Education of Meniffee County property (Deed Book 121, Page 406), being in Meniffee County, KY, located at the northeast end of an unnamed gravel drive, lying +/-418 feet from Old Highway 460 (Wynn Flat Rd.), and more particularly described as follows:

All steel pins set described herein are ½"x 18" steel rebar with I.D. cap labeled "JAY JONES PLS 3083", and beginning at an existing steel pin with cap labeled "GSLLC 2241" in the West side of Rangee Cemetery, corner to the remainder of Tract A, Board of Education of Meniffee County property (Deed Book 121, Page 406); thence with Tract A, North 08°28'21" West, 224.20 feet to a steel pin set; thence North 52°34'12" East, 100.99 feet to a steel pin set; thence North 82°41'47" East, 87.61 feet to a steel pin set; thence South 19°59'50" East, 179.47 feet to an existing steel pin with cap labeled "GSLLC 2241", corner to Rangee Cemetery; thence with Rangee Cemetery for the remaining calls; North 52°23'31" West, 85.28 feet to an existing steel pin with cap labeled "GSLLC 2241"; thence North 49°02'14" West, 86.01 feet to an existing steel pin with cap labeled "GSLLC 2241"; thence South 50°27'08" West, 40.35 feet to an existing steel pin with cap labeled "GSLLC 2241"; thence South 08°40'57" West, 210.77 feet to the Point of Beginning. Containing 0.476 Acres, more or less, as based on a field survey conducted by Jay Jones, PLS in September of 2025. Certified by Jay Jones, PLS 3083 on October 21, 2025.

The Property is sold as-is, with all improvements and attachments thereon. The Buyer agrees this sale is subject to a permanent deed restriction for the Property to be used solely and exclusively for accessing, maintaining, and expanding a cemetery and such use as is customary and incidental for interment and visitation.

The Seller further agrees to grant to the Buyer an access easement to access the Property as described above, with such easement (hereinafter referred to as the "**Easement**") described as follows:

All steel pins set described herein are 1/2" x 18" steel rebar with I.D. cap labeled "JAY JONES PLS 3083", describing a 30' wide access easement serving the Rangee Cemetery property, lying entirely within Tract A, Board of Education of Meniffee County property (Deed Book 121, Page 406), and beginning at an existing steel pin with cap labeled "GSLLC 2241" on the North side of the Wynn Flat Road right of way; thence with said right of way, South 54°03'42" West, 31.04 feet to a point; thence leaving said right of way and crossing Tract A, North 21°05'45" West, 186.31 feet to a point in the East line of the Rangee Cemetery property; thence with said Rangee Cemetery, North 55°14'25" East, 30.87 feet to an existing steel pin with cap labeled "GSLLC 2241"; thence leaving said cemetery and crossing Tract A, South 21°05'51" East, 185.65 feet to the Point of Beginning, as based on a field survey conducted by Jay Jones, PLS in September of 2025. Certified by Jay Jones, PLS 3083 on October 21, 2025.

The Buyer may make such use of and improvement to the easement as is reasonable and necessary to access the cemetery for maintenance, interment, and visitation, including removal of any and all trees or other obstacles in said easement which may interfere with the use of the easement to access the cemetery. The Buyer is exclusively responsible for all maintenance of the access easement, including obtaining all rights, permissions, permits, etc., as may be required to connect the access easement to Wynn Flat Road, including installation and maintenance of any culvert which may be required for such use. In the event the Buyer ceases using the easement for the purposes stated herein, the Parties agree the property will revert back to the exclusive unrestricted control of the Seller.

2. PURCHASE PRICE. The Seller agrees to sell the Property, and the Buyer agrees to buy the same for the price of One Hundred Dollars (\$100), ("**Purchase Price**") and in accordance with this Agreement and the terms and conditions set forth herein, as valued by an appraisal by Steven D. Adams, GAA, Certified General Real Property Appraiser, on December 8, 2025.

3. MANNER OF PAYMENT. On or before Closing as defined herein, the Buyer shall pay the full Purchase Price to the Seller.

4. CONTINGENCIES.

TITLE CONTINGENCY. On or before Closing, the Seller shall convey and deliver the title to the Property to the Buyer, and to have the title to the Property in good and marketable condition. The Buyer's obligation to close shall be expressly contingent on the Buyer conducting a title search and being satisfied with the Seller's ability to transfer marketable title.

KDE APPROVAL. The Seller's obligation to close shall be expressly contingent on final approval of this sale by the Kentucky Department of Education, as required by 702 KAR 4:090.

5. CLOSING. The Buyer and Seller agree that the "**Closing Date**" shall be no later than thirty (30) days following receipt of final approval of this purchase by the Kentucky Department of Education. Any extension or modification on the Closing Date shall not be effective unless expressly agreed to by both Parties in writing, which agreement will not be unreasonably withheld, and in any event shall be granted if the reason for the extension is a delay in satisfying the foregoing Contingencies despite due diligence by the Parties. The Parties agree to deliver to the other Party all notices, certificates, releases and other documents necessary for the recording of the sale and/or transfer to the Property or title to the Seller on or before the Closing date at their respective addresses above.

The Buyer shall be responsible for the preparation of a general deed of conveyance and deed of easement, to be duly executed by the Seller on or before the Closing date, subject to the Contingencies stated above, and after receipt by the Seller of payment of the full Purchase Price.

All Costs attributed or related to Closing and all processes related thereto shall be borne by the Buyer.

6. POSSESSION OF THE PROPERTY. The Parties hereby agree that the exclusive possession of the Property shall be delivered by the Seller to the Buyer at the Closing.

7. DEFAULT. Failure by either Party to close or otherwise perform all obligations that fall due or demandable on or before the Closing date shall allow the other Party to terminate this Agreement.

8. GOVERNING LAW. This Agreement shall be governed by and its terms and conditions be interpreted according to the laws of the State of Kentucky.

9. NOTICES. All notices or communication in relation to this Agreement shall be made in writing and delivered to the addresses of the Parties stated above, by hand delivery, courier service, certified mail or registered mail with the return receipt requested.

10. ASSIGNMENT. The Buyer acknowledges that this Agreement is not transferrable and that the Buyer may not assign the Agreement, any part of the Agreement or any of the rights or obligations herein without the prior express and written consent of the Seller. Any such license, assignment or agreement in violation of this clause shall be null and void with no legal force whatsoever.

11. BINDING EFFECT. The terms, obligations, conditions and covenants of this Agreement shall be binding on Buyer, the Seller, their heirs, legal representatives and successors in interest and shall inure to the benefit of the same.

12. SEVERABILITY. Should any provision of this Agreement be found, for whatever reason, invalid or unenforceable, such nullity or unenforceability shall be limited to those provisions. All other provisions herein not affected by such nullity or dependent on such invalid or unenforceable provisions shall remain valid and binding and shall be enforceable to the full extent allowed by law.

13. ENTIRE AGREEMENT. This Agreement is the complete agreement between the Parties. There are no oral agreements, understandings, promises, or representations between the Parties affecting this subject matter of this Agreement. All prior negotiations and understandings, if any, between the Parties hereto with respect to the subject matter hereof shall be of no force or effect and shall not be used to interpret this Agreement. No modification or alteration to the terms or conditions of this Agreement shall be binding unless expressly agreed to by the Seller and the Buyer in a written instrument signed by both Parties.

IN WITNESS WHEREOF, the Seller and the Buyer have executed this Agreement on the respective dates shown:

On behalf of the **Seller**, the Board of Education of Meniffee County:

_____	_____
Joshua Kincaid, Superintendent	Date

On behalf of the **Buyer**, the Rangee Cemetery Trust:

_____	_____
Darin L. Abney, Trustee	Date

_____	_____
Grover Ray Abney, Trustee	Date

_____	_____
Donna F. Abney, Trustee	Date