

White Mills Civic League  
Dot Graham, Secretary  
297 White Mills Rd  
White Mills, KY 42788

May 3, 2006

Dr. Richard Hughes, Superintendent  
Hardin County School District

Dear Dr. Hughes:

Enclosed is a copy of the contract for the White Mills Civic League to purchase the White Mills Community Ball Park from the Hardin County Board of Education.

The White Mills Civic League applied for a grant January 26, 2005 to purchase ball park land through the Governor's Office for Local Development Land and Water Conservation Fund which is headed by the National Park Service. We met all the requirements, but were not selected to receive the grant. We were encouraged to apply again, but application forms were not available until May 1, 2006.

On March 9, 2006, we asked that a substantial amount be incorporated into the State budget to assist our community in this worthwhile project. Enclosed is a copy of page 398 of this year's State budget granting \$100,000 for White Mills Community Park improvements. The White Mills Civic League has not been informed as to when this money will be available.

Therefore, the White Mills Civic League requests that the Hardin County School Board extends the due date on this enclosed contract from October 21, 2006 to October 21, 2008.

This extension will give us the opportunity to reapply for the grant mentioned and any other options that may be available in case the State budget is altered. This extension will also give us time to receive answers on the grant we seek.

The White Mills Civic League is committed to purchase the White Mills Community Ball Park and will pay the Hardin County School Board in full as soon as the State or Federal funds become available.

Sincerely,



Tim Dennis  
White Mills Civic League  
Chairman, Ball Park Committee

Cc: Bill Day, Scott Tubbs, Byron Nelson, Kay Sharon, Joseph F. Fowler, Jo Emary

1	002. City of Radcliffe - Radcliffe Community Building		
2	General Fund	250,000	-0-
3	003. City of Rineyville - Rineyville Community Park		
4	Improvements		
5	General Fund	100,000	-0-
6	004. City of Upton - Infrastructure		
7	Bond Funds	250,000	-0-
8	005. City of White Mills - White Mills Community		
9	Park Improvements		
10	General Fund	100,000	-0-
11	006. Hardin County Fiscal Court - Elizabethtown		
12	Farmer's Market		
13	Bond Funds	500,000	-0-
14	007. Hardin County Fiscal Court - Rineyville		
15	Community Park		
16	General Fund	100,000	100,000
17	008. Hardin County Sheriff's Office - Radio System		
18	Purchase		
19	General Fund	500,000	-0-
20	<b>Harrison County</b>		
21	001. Harrison County Fiscal Court - Harrison County		
22	Memorial Hospital - Building Wing Construction		
23	General Fund	25,000	25,000
24	<b>Hart County</b>		
25	001. Hart County Fiscal Court - Health Department		
26	Improvements		

## SALES CONTRACT

THIS SALES CONTRACT made and entered into this the 21 day of Oct, 2004, by and between HARDIN COUNTY BOARD OF EDUCATION, herein referred to as First Party, and WHITE MILLS CIVIC LEAGUE, INC., of P.O. Box 38, White Mills, KY 42788, herein referred to as Second Party;

### WITNESSETH;

The First Party agrees to sell and the Second Party agrees to buy the following described property:

Parcel I: The property to be defined by this survey lies in White Mills, Hardin County, Kentucky, and is on the south side of Ky. Hwy. 84. Said property lies between the Donald Coogle property and the Lewis Graham property.

The point of beginning is an existing wood post in the South R/W of Ky. Hwy. 84 and is a corner to Donald Coogle, thence with Coogle S 13 deg. 59 min. 36 sec. E for a distance of 338.72 feet to a set iron pin in Coogle's line and a corner to Lewis Graham (obtained property by Will) said iron pin has a Hawkins Yellow Cap with #2511, thence leaving Coogle and with an agreed line between Graham and the Hardin County Board of Education S 75 deg. 23 min. 45 sec. W for a distance of 27.43 feet to a fence corner, thence with Graham for 8 calls and following the existing fence S 75 deg. 23 min. 45 sec. W for a distance of 140.36 feet to a point, thence S 75 deg. 58 min. 24 sec. W for a distance of 60.91 feet to a point, thence S 87 deg. 6 min. 10 sec. W for a distance of 24.18 feet to a point, thence N 76 deg. 21 min. 28 sec. W for a distance of 24.63 feet to a point, thence N 26 deg. 27 min. 19 sec. W for a distance of 23.97 feet to a point, thence N 15 deg. 2 min. 44 sec. W for a distance of 231.77 feet to a point, thence N 63 deg. 13 min. 0 sec. E for a distance of 30.25 feet to a set iron with Hawkins Yellow ID Cap with #2511, said iron pin is set at a kick point in said fence, continuing with said fence N 14 deg. 58 min. 1 sec. W for a distance of 335.36 feet to an existing wood post in the South R/W of Ky. Hwy. 84, thence with said R/W for nine calls South 64 deg. 21 min. 25 sec. East for a distance of 9.31 feet to a point, thence S 53 deg. 59 min. 53 sec. E for a distance of 45.71 feet to a point, thence S 54 deg. 58 min. 19 sec. E for a distance of 48.16 feet to a point, thence S 55 deg. 55 min. 31 sec. E for a distance of 49.55 feet to a point; thence S 56 deg. 50 min. 48 sec. E for a distance of 45.96 feet to a point, thence S 58 deg. 5 min. 28 sec. E for a distance of 49.25 feet to a point, thence S 58 deg. 51 min. 47 sec. E for a distance of 48.54 feet to a point, thence S 60 deg. 41 min. 34 sec. E for a distance of 44.97 feet to a point, thence S 61 deg. 11 min. 8 sec. E for a distance of 35.62 feet to the point of beginning.

Together with and subject to covenants, easements, and restrictions of record.

Said property contains 2.9124 acres per physical survey by Hawkins Engineering. (KY PLS #2511).

Parcel II: The point of beginning is an existing wood post in the North R/W of Ky. Hwy. 84 and is a corner to Donald Coogle, thence with the North R/W of Ky. Hwy. 84 N 61 deg. 51 min. 48 sec. W 169.18 feet to an existing concrete R/W marker; thence with R/W N 52 deg. 34 min. 57 sec. W 40.37 feet; thence N 74 deg. 39 min. 01 sec. E 145.12 feet to an existing wood fence; thence S 16 deg. 50 min. 12 sec. E 69.67 feet; thence with Coogle S 15 deg. 31 min. 35 sec. E 78.92 feet to the point of beginning. Said property containing 0.262 acre per physical survey by Hawkins Engineering (KY RLS #2511) 8/16/99.

2.9124  
0.2620  
3.1744

NEW BALL YARK # 9783 Zionsa Hardin Springs Rd.  
White Mills, Ky. 42788  
C/O White Mills Civic League  
P.O. Box 38 White Mills, Ky. 42788

Title to the above described property is derived by Deed dated August 1, 1952, of record in Deed Book 137, Page 524; and by Deed dated November 10, 1978, of record in Deed Book 358, Page 56, in the Office of the Hardin County Court Clerk.

Said Property is being sold "As Is" with no warranties.

First Party agrees to sell the above described property on the following terms and conditions:

1. The total purchase price for the above referenced real property is TWENTY THOUSAND DOLLARS AND 00/100 (\$20,000.00). As good faith and as a binder to this agreement, Second Party has this day paid to First Party the sum of FIVE HUNDRED DOLLARS AND 00/100 (\$500.00), which is to be applied toward the purchase price. The balance of NINETEEN THOUSAND FIVE HUNDRED DOLLARS AND 00/100 (\$19,500.00), shall be paid in cash to First Party on the date of the closing of this transaction.
2. The property taxes for the year the closing takes place shall be paid by Second Party.
3. The closing of this transaction shall occur on or before two (2) years from the date of this Sales Contract or upon Second Party receiving a government grant to purchase the aforesaid property, whichever occurs first.
4. Possession of said property shall be given to Second Party on the date of closing.
5. Second Party shall not assign its interest in and to this contract without the written consent of First Party.
6. First Party agrees to pay for deed preparation and transfer tax. All other costs involved in the closing of this transaction shall be paid by Second Party.
7. If the Second Party does not fulfill its agreement to purchase said property on or before the 21 day of Oct, 2006, then the First Party shall retain the FIVE HUNDRED DOLLARS AND 00/100 (\$500.00) good faith binder as liquidated damages.
8. When all the terms and conditions of this agreement, have been met by Second Party, then the First Party agrees to execute any and all documents necessary to convey full right, title and interest in and to said real estate to the Second Party, including any deeds, or bills of sale that may be required.

WITNESS the signatures of the parties hereto this 21 day of Oct, 2004.

HARDIN COUNTY BOARD OF  
EDUCATION

WHITE MILLS CIVIC LEAGUE, INC.

Bryan Nelson  
BY: \_\_\_\_\_  
TITLE: \_\_\_\_\_

Timothy Lee Dennis  
BY: \_\_\_\_\_  
TITLE: President