

**COMMONWEALTH OF KENTUCKY
HARDIN COUNTY FISCAL COURT
RESOLUTION NO. 2013-115**

This Resolution duly made and adopted on this 23rd day of July, 2013, by the Hardin County Fiscal Court, Commonwealth of Kentucky.

WHEREAS, it is the desire of the Hardin County Fiscal Court to acquire additional property adjacent to the new Animal Control facility.

BE IT THEREFORE RESOLVED, that the Hardin County Judge/Executive and Hardin County Attorney are hereby authorized and directed to take any and all actions reasonably necessary to effectuate the purpose and intent of this Resolution.

BE IT FURTHER RESOLVED, to submit payment to the seller, Madison Park Limited, LLC, in the sum of twenty-nine thousand eight hundred and eighty-five dollars (\$29,885.00) upon execution of all documents related to this property acquisition.

This Resolution adopted by the Hardin County Fiscal Court on the date hereinabove mentioned.


HARRY L. BERRY
HARDIN COUNTY JUDGE/EXECUTIVE

Attested by:



KENNETH L. TABB
HARDIN COUNTY COURT CLERK

Prepared by:



JENNIFER B. OLDHAM
HARDIN COUNTY ATTORNEY

REAL ESTATE SALES AND PURCHASING CONTRACT

This Real Estate Sales and Purchasing Contract made and entered into on this _____ day of _____, 2013, by and between, MADISON PARK LIMITED, LLC, a Kentucky limited liability company, Elizabethtown, Kentucky 42701, Elizabethtown, Kentucky 42701, hereinafter referred to as SELLER; and HARDIN COUNTY, COMMONWEALTH OF KENTUCKY, H.B. Fife Courthouse, #100 Public Square, Elizabethtown, Kentucky 42701, hereinafter referred to as BUYER.

WHEREAS, the Seller own certain real property located in Hardin County, Kentucky, that they wish to sell and the Buyer desires to acquire said real property; and

WHEREAS, the Buyer has determined that the acquisition of the subject real property is in the best interest of Hardin County to further a governmental purpose.

NOW, THEREFORE, for a valuable consideration, the sufficiency of which is hereby acknowledged, the Seller hereby agree to sell, and the Buyer hereby agrees to purchase the following described real property upon the following terms and conditions:

1. The real property which is the subject of this contract is located at Lot 28, Madison Park Subdivision, 110 Headquarters Court, Elizabethtown, Hardin County, Kentucky (PVA #186-40-04-028) and more particularly described as follows:

DESCRIPTION:

Being Lot No. 28 of Madison Park Subdivision, of record in Plat Cabinet 1, sheet 4701, in the Office of the Hardin County Court Clerk.

SOURCE OF TITLE

Being the same property which the Party of the First Part derived title to by virtue of Deeds dated December 28, 2001, and recorded in Deed Book 1020, Page 633 and Deed Book 1020, Page 636 in the Office of the Hardin County Clerk.

2. The Buyer agrees to pay to the Seller and the Seller agrees to accept from the Buyer for the subject real property the total sum of Twenty Nine Thousand Eight Hundred and Eighty Five Dollars (\$29,885.00) paid at closing which shall occur no later than _____, 2013, unless extended by mutual agreement of the parties hereto. Said closing shall take place at a date, time and location that is mutually convenient to both the Seller and the Buyer.

3. At the closing, upon agreement of the Seller and the Buyer, the Seller shall bring an unencumbered, marketable title to this subject real property which shall be conveyed by deed of general warranty, with the usual covenants such as any title company will insure, except easements of record and restricted covenants of records as to use and improvements of the subject real property.

4. Possession of the subject real property shall be transferred to the Buyer on or before _____ as herein provided.

5. The property taxes on the subject real property shall be prorated between the Seller and the Buyer as of the date of closing. All property taxes on the subject real property accrued after the date of closing would be the responsibility of the Buyer if the Buyer were not a tax exempt entity. The Seller is not responsible for any property tax accrued after the date of closing. The parties acknowledge that no other real estate fee, commission or expense is due or payable as a result of the transfer or ownership of the subject real property as herein provided.

6. All risk of loss or damage to the subject real property by fire, windstorm, casualty or other cause remains with the Seller until conveyance of title at the closing as herein provided. If the subject real property is so damaged or destroyed, this contract can be null and void at the option of the Buyer.

7. This contract shall inure to the benefit of and shall be binding upon the heirs, assigns, successors, administrators, executors or other personal representatives of the parties hereto.

8. This contract constitutes the entire agreement between the parties hereto and incorporates herein all previous agreements between the parties, and any other agreements modifying the terms of this contract must be put in writing and signed in the same manner as this contract in order to be valid and to supplement the provisions herein. It is understood and agreed that this document is not a letter of intent or an option, but is a legal contract binding upon the parties hereto. It is further understood and agreed that this contract in order to be valid and binding as to the Buyer must be executed Harry L. Berry, Hardin County Judge/ Executive pursuant to the authority of a duly adopted resolution of the Hardin County Fiscal Court.

WITNESS the signatures of the Seller and the Buyer on the date indicated on this contract which is executed in duplicate originals.

SELLER:
Madison Park Limited, LLC
a Kentucky limited liability company

KEVIN D. ADDINGTON, Member

BUYER:
Hardin County, Commonwealth of Kentucky

By: _____ Date _____
Harry L. Berry
Hardin County Judge/Executive
Pursuant to resolution of the
Hardin County Fiscal Court
duly adopted on the 23rd day
of July, 2013

STATE OF KENTUCKY
COUNTY OF HARDIN

The foregoing Real Estate Sales and Purchasing Contract was personally acknowledged before me by Kevin D. Addington, Member, Madison park Limited, LLC, a Kentucky limited liability company, SELLER, this ____ day of _____, 2013.

NOTARY PUBLIC
My Commission Expires: _____
ID#: _____

STATE OF KENTUCKY
COUNTY OF HARDIN

The foregoing Real Estate Sales and Purchasing Contract was personally acknowledged before me by HARRY L. BERRY, HARDIN COUNTY JUDGE/EXECUTIVE, on behalf of Hardin County, Commonwealth of Kentucky, BUYER, this the ____ day of _____, 2013.

NOTARY PUBLIC
My Commission Expires: _____