

**COMMONWEALTH OF KENTUCKY  
HARDIN COUNTY FISCAL COURT  
RESOLUTION NO. 2015-028**

This Resolution duly made and adopted on this 12<sup>th</sup> day of February, 2015, by the Hardin County Fiscal Court, Commonwealth of Kentucky.

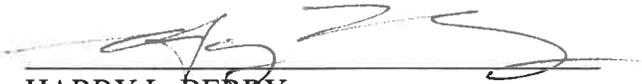
**WHEREAS**, KRS 67.080 and 67.083 (3)(d) provide for the Fiscal Court to buy or sell real estate for the provision of public health facilities and services; and

**WHEREAS**, the Fiscal Court serves as the Board of Trustees of Hardin Memorial Hospital.

**BE IT HEREBY RESOLVED**, that Harry L. Berry, Hardin County Judge/Executive; Dennis Johnson, President and CEO of Hardin Memorial Hospital; and Jennifer B. Oldham, 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 to purchase real estate at 906 Woodland Drive, Elizabethtown, Kentucky 42701, in the amount of \$ \$1,975,000.00 for the purpose of furthering the provision of health care facilities and services in Hardin County.

**BE IT FURTHER RESOLVED**, that the necessary funds be transferred from the Fiscal Court's Board Designated Fund Reserves to Hardin Memorial Hospital for this purchase.

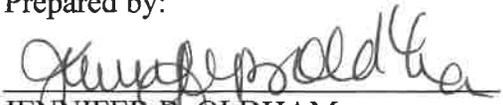
This Resolution adopted by the Hardin County Fiscal Court on the date hereinabove mentioned.

  
\_\_\_\_\_  
HARRY L. BERRY  
HARDIN COUNTY JUDGE/EXECUTIVE

Attested by:

  
\_\_\_\_\_  
DEBBIE DONNELLY  
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 \_\_\_\_\_, 2015, by and between THE CARDINAL BUILDING, LLC, a Kentucky limited liability company, 906 Woodland Drive, Elizabethtown, Kentucky 42701, hereinafter referred to as SELLER; and HARDIN COUNTY, COMMONWEALTH OF KENTUCKY, d/b/a HARDIN MEMORIAL HOSPITAL, 916 North Dixie Avenue, Elizabethtown, Kentucky 42701, hereinafter referred to as BUYER.

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

WHEREAS, since the Buyer has determined that the acquisition of the subject real property is in the best interest of Hardin County to further its healthcare needs.

NOW, THEREFORE, for a valuable consideration, the sufficiency of which is hereby acknowledged, the Seller hereby agrees 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 906 Woodland Drive in Elizabethtown, Hardin County, Kentucky (PVA #202-30-02-069) and more particularly described as follows:

**DESCRIPTION:**

PARCEL #1: Beginning at a stake on Old U.S. 31W Highway and at the intersection of U.S. 31W and Old Rineyville Road; thence with the Rineyville Road right of way a distance of 207.6 feet to a telephone pole; thence northwardly 204.3 feet to a stone in Henry Powell line; thence eastwardly with the Powell line 106.8 feet to a post on U.S. 31W (old) right of way; thence with the old U.S. 31W in a southerly direction 357.1 feet to a stake, the beginning point.

PARCEL #2: Beginning on the northwest corner of the property line of Oris Aaron and running 3 feet along U.S. 31W in a northwestwardly direction; thence in a southwesterly direction 100 feet to an iron pin; thence southeasterly 3 feet to the land of Oris Aaron; thence northeasterly 100 feet to the beginning, said strip conveyed being 3 feet wide and 100 feet long.

PARCEL #3: Beginning on the west side of Old U.S. 31W at the southeast corner of the Helm Meadow Addition; thence southwardly with the west side of Old U.S. 31W 75 feet to a stake; thence westwardly 100 feet to a stake; thence northwardly 55 feet to a stake in the fence line and in line of Helm Meadows; thence eastwardly with the fence line and in the line of Helm Meadows 100 feet to the beginning.

PARCEL #4: Beginning at a corner between line of Oris Aaron and wife and Henry Powell; running thence in a southerly direction 58 feet, thence in a westerly direction 62 feet; thence in a northerly direction 86 feet to the beginning corner.

PARCEL #5: Beginning at a stake on the west right of way line of Old 31W and corner to Helm Meadows Subdivision; thence with the west right of way line of Old 31W, S 40 degrees 38' 21" E 76.8 feet to a stake; thence a new line S 48 degrees 46' W 105.7 feet to a stake; thence a new line N 41 degrees 14' W 54.7 feet to a stake in the line of Helm Meadows; thence with the said line N 37 degrees 01' 02" E 108.8 feet to the beginning.

PARCEL #6: Lying and being in Elizabethtown, Hardin County, Kentucky, and beginning at a stake in Old Rineyville Road, corner to Martin H. Williams line; thence N 142 feet with Martin Williams line to a stake in line of Henry Powell, thence in a northeasterly direction 27 feet 8 inches to a post in said line; thence in a southeasterly direction with line of Carl Payne 203 feet to an iron pipe in Old Rineyville road right of way; thence with said right of way 128 feet 6 inches to beginning.

#### SOURCE OF TITLE

Being a portion of the same property conveyed to Seller by virtue of a deed dated January 1, 2000, and of record in Deed Book 957, page 174, in the Office of the Hardin County Court Clerk, Elizabethtown, Kentucky.

2. The Buyer agrees to pay to the Seller and the Seller agree to accept from the Buyer for the subject real property the total sum of **One Million Nine Hundred and Seventy Five Thousand Dollars (\$1,975,000.00)** payable in full at the closing.
3. Closing shall occur no later than 90 days from the date of the full execution of this contract 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.

4. At the closing, the Seller shall deliver to the Buyer 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. Should the title to the subject real property appear defective, the Seller shall have 10 days after receipt of notice from the Buyer of such defects in which to remedy same at cost of the Seller.

5. Possession of the subject real property shall be transferred to the Buyer as of the date of closing as herein provided.

6. The Seller holds four (4) current leases of the subject property:

Affordable Hearing Aid Center

Apothecare Pharmacy of E-town

Wolf and Yun PSC (Suites 102/201)

Wolf and Yun PSC (Suite 203)

The lease to Apothecare Pharmacy of E-town, which expires on December 31, 2016, shall run with the real estate and be assigned to the Buyer under the current terms and conditions of the Lease. All other current leases shall terminate at the closing of this transaction.

7. 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 shall be the responsibility of the Buyer.

8. Any and all closing costs shall be paid by the Buyer.

9. 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. Until possession is delivered as herein provided, the Seller shall maintain all structures, heating, sewage, plumbing, air conditioning and/or electric systems in the same condition as they are in as of the date of this contract, normal wear and tear accepted.

10. As required by KRS 67.080 (1)(b) appraisals were completed on November 3, 2014 and January 8, 2015, sustaining the fair market value of the property.

11. 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.

12. This agreement is conditioned upon the Elizabethtown City Council's passage of a road closing ordinance which shall permit a cul-de-sac on Woodland Dr. and which will terminate direct access as currently exists from Cardinal Dr. to Woodland Dr. as requested by the Buyer. Should the Elizabethtown City Council fail to act prior to the closing of this transaction or should the Elizabethtown City Council vote against said road closure ordinance prior to closing, or vote in favor of a road configuration of Cardinal and/or Woodland Dr. that is not satisfactory to the Buyer herein then this agreement will become null and void as to both parties.

13. 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 by Harry L. Berry, Hardin County Judge/ Executive pursuant to the authority of a duly adopted resolution of the Hardin County Fiscal Court in addition to the President and CEO of Hardin Memorial Hospital.

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

SELLERS:

BUYERS:

Hardin County, Commonwealth of Kentucky

\_\_\_\_\_  
Dr. Bruce Wolf, Member      Date  
The Cardinal Building, LLC  
906 Woodland Drive  
Elizabethtown, Kentucky 42701

By:\_\_\_\_\_  
Harry L. Berry      Date  
Chairman, Board of Trustees, HMMH  
Hardin County Judge/Executive  
Pursuant to Resolution **2015-028** of the  
Hardin County Fiscal Court  
duly adopted on February 12, 2015.

\_\_\_\_\_  
Dr. K. John Yun, Member      Date  
The Cardinal Building, LLC  
906 Woodland Drive  
Elizabethtown, Kentucky 42701

\_\_\_\_\_  
Dennis Johnson      Date  
President/CEO Hardin Memorial Hospital  
913 N. Dixie Highway  
Elizabethtown, Kentucky 42701

STATE OF KENTUCKY  
COUNTY OF HARDIN

The foregoing Real Estate Sales and Purchasing Contract was personally acknowledged before me by Dr. Bruce Wolf, Member, THE CARDINAL BUILDING, LLC, SELLER, on this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires:\_\_\_\_\_

STATE OF KENTUCKY  
COUNTY OF HARDIN

The foregoing Real Estate Sales and Purchasing Contract was personally acknowledged before me by Dr. K. John Yun, Member, THE CARDINAL BUILDING, LLC, SELLER, on this \_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires:\_\_\_\_\_

STATE OF KENTUCKY  
COUNTY OF HARDIN

The foregoing Real Estate Sales and Purchasing Contract was personally acknowledged before me by Harry L. Berry, Chairman, Board of Trustees, Hardin Memorial Hospital, Hardin County Judge/Executive, on behalf of Hardin County, Commonwealth of Kentucky, BUYER, this the \_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires:\_\_\_\_\_

STATE OF KENTUCKY  
COUNTY OF HARDIN

The foregoing Real Estate Sales and Purchasing Contract was personally acknowledged before me by Dennis Johnson, President/CEO, Hardin Memorial Hospital, BUYER, this the \_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires:\_\_\_\_\_