

**HARDIN COUNTY FISCAL COURT
RESOLUTION NO. 2022-176**

WHEREAS, there exists real estate owned by Hardin County at 214 S. Main Street, Elizabethtown, Kentucky upon approximately .462 acres of land and upon which sits a brick building containing approximately 4000 square feet, constructed in 1973 and identified by MAP ID# 221-10-14-049;

WHEREAS, on August 8, 1973, the property was conveyed to Hardin County as a vacant lot from Lawrence, by deed recorded in Book 256, Page 520 of the Hardin County Clerk for \$12,500 for an unknown purpose.

WHEREAS, a building serving as an auxillary structure to the Hardin County Jail was constructed on the property in 1973 and has been used as such up until now;

WHEREAS, an appraisal of the property was conducted by Russell Roberts, MAI, Kentucky Certified Real Estate Appraiser #446 and Adam Gordon, Kentucky Association Appraiser #5603 on July 12, 2022, with a resulting fair market valuation of \$260,000.

THEREFORE BE IT HEREBY RESOLVED, upon recommendation of Judge/Executive Harry L. Berry, and pursuant to KRS 67.0802(4)(a), to transfer the real property herein described to the City of Elizabethtown for \$260,000 and to authorize the Judge Executive and the County Attorney to negotiate a purchase sale contract under these terms and to effectuate the transfer on behalf of Hardin County, Kentucky.

ADOPTED, by Hardin County Fiscal Court in its regular meeting on the 13th day of September, 2022.



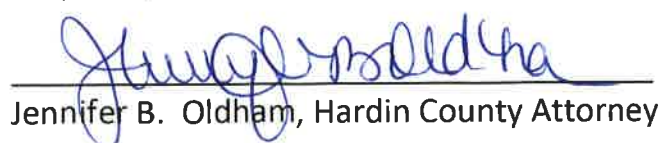
Harry L. Berry
Hardin County Judge/Executive

Attest:



Debbie Donnelly, Hardin County Clerk

Prepared:



Jennifer B. Oldham, Hardin County Attorney

Purchase and Sale Agreement

This Purchase and Sale Agreement (Agreement) made and entered on this 13th day of September, 2022 between HARDIN COUNTY, KENTUCKY having an address of 150 North Provident Way, Elizabethtown, Kentucky 42701 (Seller); and the CITY OF ELIZABETHTOWN, a Kentucky municipality, having an address of 200 West Dixie Avenue, P.O. Box 550, Elizabethtown, Kentucky 42701 (Buyer).

For good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. **PROPERTY:** The property, which is the subject of this agreement, includes approximately 1.25 acres of property contained in three tracts and more particularly described as follows:
 - (a) Approximately .65 acres located at 213 South Mulberry Street, Elizabethtown, KY (PVA #221-10-14-055) as described in Deed Book 152, Page 265 in the office of the Hardin County Court Clerk.
 - (b) Approximately .52 acres located at 214 South Main Street, Elizabethtown, KY (PVA #221-10-14-049) as described in Deed Book 256, Page 520 in the office of the Hardin County Court Clerk.
 - (c) Approximately .14 acres located at 212 South Main Street, Elizabethtown, KY (PVA #221-10-14-048) as described in Deed Book 187, Page 249 in the office of the Hardin County Court Clerk.

2. **PURCHASE PRICE:** The purchase price shall be SEVEN HUNDRED FIFTY THOUSAND DOLLARS (\$750,000.00) for all three tracts as defined in Paragraph 1 above to be paid in full at the closing, less credit for the Earnest Money Deposit.

3. **EARNEST MONEY DEPOSIT:** As evidence of good faith binding this agreement a deposit of Five Thousand dollars (\$5,000) shall be paid to the Seller upon execution of this agreement by Seller and City of Elizabethtown Mayor Jeffrey H. Gregory to be applied to

the purchase price at closing as herein provided. If Buyer fails to perform Buyer's obligations hereunder, Seller may accept the deposit towards liquidations of damages, with both parties signing a release to that effect, or Seller may pursue any available legal or equitable remedy. If Seller fails to perform Seller's obligations hereunder, Buyer may receive refund of the deposit, with both parties signing a release to that effect, or Buyer may pursue any available legal or equitable remedy.

4. GRANT AND WARRANTY: An unencumbered, marketable fee simple title to the Property is to be conveyed by a General Warranty Deed with the usual covenants such as any title company will insure except easements of record, restrictive covenants of record as to use and improvement of the property and applicable regulations imposed by the Elizabethtown Planning Commission.

5. CONTINGENCIES:

(a) Promptly following the acceptance of this agreement, Seller shall permit Buyer and/or its representatives to physically inspect the Property. The Buyer shall inspect the Property for, but shall not be limited to, environmental analysis, and any other inspection as might be appropriate. Buyer accepts the structures "as is". If such inspections reveal conditions reasonably unsatisfactory to Buyer, the Buyer may at its sole option, void the agreement and shall be entitled to the return of the deposit and shall be relieved of all liability under this agreement. This contingency shall be removed within 60 days of acceptance of this agreement (or extended or reduced by an additional 60 days by agreement) or this agreement is null and void and Buyer's deposit shall be returned.

(b) Seller agrees to provide copies of pertinent documents, if in Seller's possession, concerning the Property which include, but are not limited to: lease(s) & addendums, a survey, environmental reports, plans and specifications, and other items necessary to perform under this agreement in Seller's possession upon the execution of this agreement. If such pertinent documents reveal conditions reasonably unsatisfactory to Buyer, the Buyer may at its sole option, void the agreement and shall be entitled to the return of the deposit and shall be relieved of all liability under this agreement. This contingency shall be removed within 60 days of acceptance of this agreement or this

agreement is null and void and Buyer's deposit shall be returned.

- (c) The Buyer shall be able to obtain a commitment for an ALTA fee owner's policy of title insurance, from a title insurance company acceptable to Buyer, which policy shall insure fee simple marketable title to the Property, together with all easements and appurtenances thereunto belonging, to the Buyer, free and clear of all liens and encumbrances whatsoever and subject only to such easements and restrictions as may be approved by Buyer in its sole discretion with due regard to its intended use of the property. This contingency shall be removed within 60 days of acceptance of this agreement or this agreement is null and void and Buyer's deposit shall be returned.
- (d) The Buyer may order a staked survey at the Buyer's expense. If such staked survey reveals conditions reasonably unsatisfactory to Buyer, the Buyer may at its sole option void the agreement within 60 days of acceptance of this agreement and shall be entitled to the return of the deposit and shall be relieved of all liability under this contract.

6. **CONDITIONS:** The Buyer and Seller agree the following conditions shall survive the closing and transfer of title as herein provided:

- (a) After closing, the Seller shall be entitled to occupy the structures on the Property for a period of 18 months, which may be extended or reduced by mutual agreement of the parties in writing. Such occupancy shall be without further monetary consideration by either party or rent payable by the Seller. The Seller accepts occupancy of the Property "as is" and neither the Buyer nor the Seller has no obligation to maintain or improve the Property in any way during Seller's period of occupancy after the closing. The Seller shall be responsible for all maintenance, upkeep, utilities and insurance, to include premise liability in amounts and form mutually agreeable to the parties. The parties may execute a separate lease agreement detailing this Condition.

7. **SELLER'S AND BUYER'S WARRANTIES TO EACH OTHER:** Seller and Buyer represent and warrant the following to each other:

- (a) Seller lawfully possesses fee simple title to the Property, including without limitation all improvements, fixtures and equipment conveyed herein.

- (b) There is no pending condemnation litigation, action, suit or proceeding pending or, to the knowledge of the Seller, threatened against or affecting, insofar as either of the Property or any portion of the Property or relating to or arising out of ownership or use of the Property is concerned, in any court or before any federal, state, county or municipal agency, department, commission, or other governmental or quasi-governmental instrumentality.
- (c) Seller and Buyer are not now and will not be on the closing date a "foreign person" within the meaning of Section 1445 of the Internal Revenue Code as amended, i.e., neither Seller or Buyer is a non-resident alien, foreign corporation, foreign partnership, foreign trust or foreign estate (as such items are defined therein and in the Internal Revenue Code of 1986 or in any regulation promulgated pursuant thereto).
8. CLOSING: Closing shall be within 15 days of removal of all Contingencies herein at a time and location convenient to the parties. Seller shall pay for preparation of deed, including any recorded plat or revised plat and state transfer fees and taxes. Buyer shall pay for title examination, title insurance and recording of deed. All real estate taxes due and payable, with discount, during the year of closing are to be prorated on a calendar year basis. Any prior tax bills are the responsibility of Seller.
9. BROKERAGE: The parties agree and acknowledge that no brokerage fees or real estate commissions are owed as a result of this agreement or anticipated transaction.
10. TIME: Time is of the essence in this agreement.
11. ASSIGNMENT: This agreement shall not be assigned or transferred by either party without the written approval of the other party, which shall not be unreasonably withheld.
12. POSSESSION: Possession shall be given at date of deed subject to the occupancy condition in paragraph 6. Seller agrees to allow Buyer or its agents access to the Property at all reasonable times mutually agreeable to both Parties for the purpose of conducting inspections necessary to determine satisfaction of the Contingencies set forth herein.
13. CONDITION OF PROPERTY: Seller shall be responsible for the maintenance of the Property

until the closing and shall maintain the Property and any improvements as the Seller desires or requires during its period of occupancy. Seller shall continue to maintain all existing policies of insurance on the Property through the date of Closing. Buyer shall have the right to acquire insurance on the Property should it so choose, and for such purpose shall be deemed to have an insurable interest therein by virtue of this contract.

14. OTHER AGREEMENTS: This document constitutes the entire agreement between the parties and shall be binding upon and inure to the benefit of the parties hereto, their personal representatives, heirs, executors, administrators, and successors. We have read the entire contents of this contract and acknowledge receipt of a copy of same. This contract shall be governed in all respects by the laws of the Commonwealth of Kentucky.


15. MISCELLANEOUS:

(a) Seller acknowledges and agrees the signature herein below of the Mayor of the City of Elizabethtown does not constitute a legally binding contract with the City of Elizabethtown. The Mayor's signature represents his agreement to recommend to the Elizabethtown City Council approval of this agreement.

WITNESS THE SIGNATURES OF THE PARTIES HERETO:




JEFFREY H. GREGORY, MAYOR
CITY OF ELIZABETHTOWN




(Date)

HARDIN COUNTY, KENTUCKY

BY: 

HARRY L. BERRY (Date)
HARDIN COUNTY JUDGE/EXECUTIVE
Pursuant to Resolution 2022-176 duly adopted by the
Hardin Fiscal Court on the 13th day of September, 2022.

CITY OF ELIZABETHTOWN

BY:  9-19-2022
JEFFREY H. GREGORY MAYOR (Date)
Pursuant to Municipal Order 74-2022
duly adopted by the Elizabethtown City Council
on the 19 day of September 2022.

END OF DOCUMENT

MUNICIPAL ORDER NO. 74-2022

**MUNICIPAL ORDER OF THE CITY OF ELIZABETHTOWN, KENTUCKY
AUTHORIZING THE PURCHASE OF PROPERTY AT 213 SOUTH MULBERRY STREET & 212
& 214 SOUTH MAIN STREET**

At a Regular Meeting of the City Council of Elizabethtown, Kentucky held on the date set out below, after first being read, a Motion to adopt the following Municipal Order was duly made, seconded and approved:

Whereas, the City of Elizabethtown wishes to further help develop the downtown area and reduce blighted areas; and,

Whereas, Hardin County owns property in the downtown area and wishes to work with the City of Elizabethtown; and

Whereas, property owned by Hardin County at 213 South Mulberry Street (PVA #221-10-14-055), 214 South Main Street (PVA#221-10-14-049) and 212 South Main Street (PVA#221-10-14-048) is available for purchase.

NOW, BE IT ORDERED by the Elizabethtown City Council that the City purchase all three (3) properties located at 213 South Mulberry Street (PVA#221-10-14-055), 214 South Main Street (PVA#221-10-14-049) and 212 South Main Street (PVA#221-10-14-048) from Hardin County for a total amount of \$750,000 (Contract #57-2022).

BE IT FURTHER ORDERED that the Mayor or his designee is authorized to sign all agreements, contracts, deeds, closing documents, and forms to perfect this order, including having a title report of the property to be purchased completed.

READ, ADOPTED & APPROVED this 19th day of September 2022.



JEFFREY H. GREGORY, MAYOR

ATTESTED TO:



JESSICA J. GRAHAM, CITY CLERK