

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) is entered into by and among LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT (“Metro”), the CITY OF LYNDON, KENTUCKY (“Lyndon”) and FOREST GREEN DEVELOPMENT ASSOCIATION (“FGDA”).

RECITALS

WHEREAS, Metro has received an award of federal Surface Transportation of Louisville funds for the development of a shared use path along the middle fork of Beargrass Creek in A. B. Sawyer Park; and

WHEREAS, Metro wishes to connect the shared use path to a path along Beargrass Creek in green space owned by FGDA; and

WHEREAS, Metro has requested that FGDA convey certain greenway spaces located in the Forest Green development to Metro to provide open space and trails that can be integrated into Metro’s existing park system; and

WHEREAS, Lyndon has agreed to accept the dedication for public use of certain private roadways within the Forest Green development; and

WHEREAS, FGDA, Metro and Lyndon have agreed to enter into this MOU to more clearly set out the parties’ agreement to grant, receive and undertake certain conveyances of real property interests as more fully set forth hereinbelow.

NOW, THEREFORE, the parties, in consideration of the premises and their respective obligations hereunder, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, agree as follows:

1. Subject to the requirements of paragraph 12 below, FGDA shall convey to Metro fee simple, marketable title to Lot 10 (Greenway) and Lot 13 (Greenway) shown on Plat of Forest Green, Section 3 of record in Plan Book 45, Page 72, in the Office of the Clerk of Jefferson County, Kentucky, by special warranty Deed (in a form attached hereto as Exhibit A), and shall also deliver to Metro a standard owner's affidavit in regard to said Lots 10 and 13 (in a form attached as Exhibit B).
2. Subject to the requirements of paragraph 12 below, FGDA shall convey to Metro a perpetual easement (in a form attached as Exhibit C) on, over and across Lot 77 shown on Plat of Forest Village Patio Homes of record in Plat Book 46, Page 45 in the Office aforesaid, for the purpose of creating a trail to be integrated into the Greenway Plan and connecting to A.B. Sawyer Park which easement area shall thereafter be maintained by Metro.
3. Subject to the requirements of paragraph 12 below, FGDA also shall convey a temporary construction easement over Lot 77 (in a form attached hereto as Exhibit C) to enable Metro to construct a trail to connect to Sawyer Parker under Hurstbourne Parkway.
4. Subject to the requirements of paragraph 12 below, FGDA shall transfer to Lyndon in fee simple (in a form of deed attached hereto as Exhibit D) certain private roadways, i.e., Forest Green Boulevard and Ormsby Station Road which, upon acceptance, shall become public roadways and thereafter be maintained by Lyndon. This conveyance shall not include Forest Bridge Road and Ormsby Park Place which shall remain in FGDA, its successors and assigns. Lyndon

acknowledges and agrees that no further approvals are required for Lyndon to accept the transfer of the private roadways described herein.

5. The parties acknowledge and agree that the real property transferred pursuant to this agreement are "as is, where is" without any warranty, express or implied, as to their physical condition.
6. All property acquired by Metro hereunder shall be maintained in accordance with Metro Parks standards.
7. Possession of the properties transferred pursuant to this agreement shall be as of the date of the instrument of transfer. Risk of loss shall remain on transferor until closing.
8. The parties acknowledge and agree that the cost of obtaining approval of the transfers provided for herein by the Louisville Metro Planning Commission shall be the sole responsibility of Metro and Lyndon. If the Metro Planning Commission requires an amendment to FGDA's existing development plan for the subject property, then Metro and Lyndon agree to pursue said amendment and FGDA agrees to cooperate and support Metro and Lyndon in their application to the Metro Planning Commission. The cost of obtaining approval from the Metro Planning Commission of any amendment to the existing development plan shall be borne solely by Metro and Lyndon. Metro agrees to request that any Metro Planning Commission approval contain a provision stating that the transfers contemplated by this MOU shall fully satisfy and discharge all commitments, binding elements, plan notes and otherwise relating to the Metro Planning Commission and City of Lyndon's actions approving the underlying Forest Green

development under Docket No. 9-106-97, as amended, and the Greenway Plan dated May 8, 1998 (collectively "FGDA Commitments"). This MOU is contingent upon Metro and Lyndon receiving said approval for the dedication or transfer and acknowledgement of satisfaction of the prior FGDA Commitments from the Metro Planning Commission.

9. The parties acknowledge and agree that, subject to the satisfaction of the contingency set forth in paragraph 12 below regarding Forest Village Homeowners Association approving temporary and permanent easements on Lot 77, the aforesaid conveyances shall occur and be recorded prior to any transfer by FGDA of its right, title and interests in the subject development to the Forest Village Homeowners Association or other entity such that their interests in the real property conveyed hereunder shall be fully subject to the interests of Metro and Lyndon.
10. FGDA agrees to quitclaim to Metro, or Metro's designee, all of FGDA's right, title and interest the property over which FGDA's predecessor in interest agreed to convey right of way for Hurstbourne Lane, but FGDA shall make no representation or warranty as to the nature of its title thereto.
11. The obligations of Metro and Lyndon are further contingent upon receipt by Metro and Lyndon, at their sole cost, of a title report and Phase I study acceptable to Metro and Lyndon in their sole discretion and said further contingencies shall expire sixty days after the full execution of this agreement by all parties. In the event said contingencies are not satisfied within sixty days, then (a) Metro and Lyndon shall waive any unsatisfied contingency by providing written notice

thereof to FGDA prior to the end of the sixty-day period and take title to the properties as set forth herein; or (b) this MOU shall terminate and the parties shall have no further obligations to each other.

12. The obligations of FGDA to convey the real properties described in paragraphs 1, 4, and 10 above and the easements described in paragraphs 2 and 3 are expressly contingent upon the receipt by FGDA of all necessary approvals of the members of FGDA and the Forest Village Homeowners Association, as the case may be, within forty-five (45) days of the execution of this MOU by all parties.
13. FGDA shall prepare all exhibits and conveyancing documents at its sole cost and subject to review and approval by all parties. Except as may otherwise be provided herein, all parties shall bear their own costs associated with the transactions contemplated by this agreement.
14. The parties represent and warrant each to the other that they have full power and authority to undertake their respective obligations as set forth herein.
15. Closing of all of the transfers provided for herein shall simultaneously occur within twenty days of the earlier of (a) satisfaction of all contingencies, or (b) waiver of all contingencies as set forth in paragraph 11 and 12 above.
16. This agreement and its exhibits constitute the entire agreement of the parties with respect to its subject matter and no prior agreements, understandings or representations shall be binding except as provided herein. This agreement may not be amended or altered except in writing signed by all the parties hereto.

IN TESTIMONY WHEREOF, witness the signatures of the Parties hereto this ____ day of September, 2014.

FOREST GREEN DEVELOPMENT ASSOCIATION

By: _____
Title: _____

COMMONWEALTH OF KENTUCKY }
COUNTY OF JEFFERSON }

Subscribed and sworn to before me by _____,
of FOREST GREEN DEVELOPMENT ASSOCIATION this ___ day of September, 2014.

NOTARY PUBLIC, STATE AT LARGE, KY
My Commission Expires: _____

LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT

By: _____
Title: _____

COMMONWEALTH OF KENTUCKY }
COUNTY OF JEFFERSON }

Subscribed and sworn to before me by _____,
of LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT this ___ day of September,
2014.

NOTARY PUBLIC, STATE AT LARGE, KY
My Commission Expires: _____

CITY OF LYNDON, KENTUCKY

By: _____

Title: _____

COMMONWEALTH OF KENTUCKY }
COUNTY OF JEFFERSON }

Subscribed and sworn to before me by _____,
of the CITY OF LYNDON, KENTUCKY this ____ day of September, 2014.

NOTARY PUBLIC, STATE AT LARGE, KY
My Commission Expires: _____

EXHIBIT A

SPECIAL WARRANTY DEED

THIS **SPECIAL WARRANTY DEED** is made and entered into this ___ day of September, 2014, by and between FOREST GREEN DEVELOPMENT ASSOCIATION, INC., a Kentucky non-profit corporation, 9625 Ormsby Station Road, Louisville, Kentucky 40223, ("GRANTOR"), LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT, a Kentucky consolidated local government, 527 West Jefferson Street, Louisville, Kentucky 40202, ("GRANTEE"), and FOREST GREEN-LAND, LLC (f/k/a Faulkner Hinton/Forest Green-Land, LLC), a Kentucky limited liability company, 9625 Ormsby Station Road, Louisville, Kentucky 40223 ("FOREST GREEN").

WHEREAS, the Grantor, is the owner of certain greenway lots and an open space lot in Forest Green, Section 3, hereinafter described, which it wishes to transfer to Grantee for use as public space pursuant to Grantor's authority set forth in Article IV, Section 1 of the Amended and Restated Declaration of Covenants, Conditions and Restrictions "Forest Green", of record in Deed Book 7394, Page 282, in the Office of the Clerk of Jefferson County, Kentucky (the "DECLARATION"); and

WHEREAS, Forest Green, pursuant to its authority set forth in Article III, Section 4 of the Declaration enters into this Special Warranty Deed for the purpose consenting to the conveyance from Grantor to Grantee described herein.

NOW THEREFORE:

WITNESSETH

That for and in consideration of the public and mutual benefits of the transfer set forth herein, and for no monetary consideration, the Grantor hereby conveys unto the Grantee, its successors and/or assigns forever, with covenant of Special Warranty, the following described real properties located in Jefferson County, Kentucky:

BEING Lot 10 (Greenway) and Lot 13 (Greenway) of FOREST GREEN, SECTION 3, shown on Plat of record in Plat and Subdivision Book 45, Pages 72 and 73, in the Office of the County Clerk of Jefferson County, Kentucky.

BEING a portion of the property acquired by Forest Green Development Association, Inc., by Deed filed of record in Deed Book 7689, Page 603, of record in the Office of the County Clerk of Jefferson County, Kentucky.

Grantor covenants that Grantor has not done or suffered to be done anything whereby the property is or may be encumbered, except as hereinafter provided, and that the Grantor, for itself, its successors and assigns will forever warrant and defend the property unto the Grantee, and its successors and assigns, against the claims and demands of Grantor, and all persons claiming by, through or under the Grantor, in respect of all encumbrances except the following:

1. All easements, restrictions, and covenants apparent or of record in the Jefferson County, Kentucky Clerk's Office affecting the above-described real properties, and all zoning and building restrictions, regulations, binding elements and ordinances.

2. All ad valorem taxes for the 2014 year, which shall be prorated between the parties, with all subsequent years to be assessed upon and against the above-described real property, and assumed by the Grantee.

Except as otherwise set forth herein, the Grantee agrees to accept the real properties conveyed herein in their "as is" environmental condition at the time of the closing, including without limitation, any hidden defect or environmental conditions affecting the properties, whether known or unknown, whether such defects were discoverable through inspection or not. The Grantee acknowledges that the Grantor and its agents and representatives have not made, and the Grantor specifically negates and disclaims, any representations, warranties, promises, covenants, agreements or guarantees, implied or express, written or oral, with respect to the property, or with respect to the physical condition, habitability, merchantability, marketability, or usability of the properties, or with respect to the condition, size, location or usability of any improvements thereon.

The Grantor and Grantee certify as required by section 382.135 of the Kentucky Revised Statutes that the estimated fair cash value of the property conveyed herein as established by the valuation assigned by the Jefferson County Property Valuation Administration is as follows: Lot 10 - \$208,800; Lot 13 - \$607,900. The Grantee join in this deed for the sole purpose of certifying the fair cash value pursuant to KRS Chapter 382.

The Grantor and Grantee certify that the recording of this Deed is exempt from real estate transfer tax pursuant to KRS 142.050(7)(b).

IN TESTIMONY WHEREOF, witness the duly authorized signatures of the Parties hereto as of the day and date first above written.

GRANTOR:
FOREST GREEN DEVELOPMENT ASSOCIATION, INC.
A Kentucky Non-Profit Corporation

By: _____
FRED D. FAULKNER, President

COMMONWEALTH OF KENTUCKY }
 } SS
COUNTY OF JEFFERSON }

I hereby certify that the foregoing Deed and Statement of Consideration were acknowledged, subscribed and sworn to before me this ____ day of September, 2014, by Fred D. Faulkner, as President of Forest Green Development Association, Inc., Grantor, as his free and voluntary act and deed on behalf of such corporation.

My Commission expires: _____

Notary Public, State at Large, Kentucky

GRANTEE:
LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT
A Kentucky consolidated local government

By: _____

Name: _____

Title: _____

COMMONWEALTH OF KENTUCKY }
 } SS
COUNTY OF JEFFERSON }

I hereby certify that the foregoing Statement of Consideration was acknowledged, subscribed and sworn to before me this ____ day of September, 2014, by _____, the _____ of Louisville/Jefferson County Metro Government, a Kentucky consolidated local government, Grantee, as ___ free and voluntary act and deed on behalf of such Kentucky consolidated local government.

My Commission expires: _____

Notary Public, State at Large, Kentucky

**FOREST GREEN:
FOREST GREEN-LAND, LLC**
A Kentucky Limited Liability Company

By: FAULKNER HOLDINGS, LLC
A Kentucky Limited Liability Company,
its Manager

By: _____
FRED D. FAULKNER, Manager

COMMONWEALTH OF KENTUCKY }
 } SS
COUNTY OF JEFFERSON }

I hereby certify that the foregoing Deed was acknowledged, subscribed and sworn to before me this _____ day of September, 2014, by Fred D. Faulkner, as Manager of Faulkner Holdings, LLC, in its capacity as the Manger of Forest Green-Land, LLC, as his free and voluntary act and deed on behalf of such limited liability companies.

My Commission expires: _____

Notary Public, State at Large, Kentucky

This instrument prepared by:

JAMES T. LOBB
Weber & Rose, PSC
471 West Main Street, Suite 400
Louisville, Kentucky 40202

S:\Temp Files\Jim Lobb\personal\FREC-Forest Green-Metro Parks\Special Warranty Deed (draft) (revised 6.30.2014).doc

EXHIBIT B

OWNER'S AFFIDAVIT

STATE OF KENTUCKY)
) ss
COUNTY OF JEFFERSON)

DATED _____

BEFORE ME, the undersigned authority, personally appeared _____
_____, (the "Affiant"),
_____ of _____, a _____
_____, (the "Owner"), who first being duly sworn, deposes and says:

1. That Affiant is duly authorized to make this affidavit on behalf of the Owner.
2. That the Owner is the titleholder of that certain real property described in Exhibit "A" (the "Property").
3. That the Owner is entitled to possession of the Property, and there is no other person or entity in possession who has any right in the Property other than the residents and owners of property located within the Forest Green development pursuant to the declarations described in the attached Exhibit "B".
4. That all real estate taxes, special assessments, water and sewer charged and management fees, if any, are fully paid.
5. That there are no unrecorded labor, mechanics' or materialmen's liens against the Property, and no material has been furnished to or labor performed upon the Property except such that have been paid for in full.
6. That there are no unrecorded options or contracts to purchase, contracts for deed or mortgage commitments, or unrecorded deeds, easements or rights of way for users or adverse interest with respect to the Property.
7. That there are no unrecorded existing tenancies, leases or other occupancies affecting the Property.
8. That there is no action or proceeding, including but not limited to bankruptcy, which is now pending against Owner in any State or Federal Court, nor is there any attachment, judgment or other encumbrance which may now constitute a lien upon the Property, nor are there any claims or pending claims against Owner which may be satisfied through a lien or attachment against the Property.
9. That the Owner has received no written notice (except as may have been disclosed in the public records of the applicable jurisdiction) of an officially proposed or pending special assessment or a pending taking of any portion of the Property by any governmental body.

10. That Owner has received any and all partnership consents and/or corporate resolutions necessary in order to authorize the conveyance and/or mortgage of the Property.

11. That Owner is not a foreign Person, but rather is a "United States person" within the meaning of Section 770(a) (30) of the Internal Revenue Code of 1986, as amended (the "Code"), and that Owner's true and correct United States taxpayer identification number is set forth below opposite the signature of Owner. Owner is making the statements set forth herein for the purpose of releasing the Purchaser from any withholding obligation which might otherwise be imposed under Section 1445(a) of the Code.

Dated as of this _____ day of _____, _____.

By: _____

Its: _____

US Tax Payer ID No.:

Sworn to and subscribed before me by _____ this _____ day of _____, _____.

Notary Public

My Commission Expires: _____

EXHIBIT "A"

BEING Lot 10 (Greenway) and Lot 13 (Greenway) of FOREST GREEN, SECTION 3, shown on Plat of record in Plat and Subdivision Book 45, Pages 72 and 73, in the Office of the County Clerk of Jefferson County, Kentucky.

BEING a portion of the property acquired by Forest Green Development Association, Inc., by Deed filed of record in Deed Book 7689, Page 603, of record in the Office of the County Clerk of Jefferson County, Kentucky.

Exhibit "B"

1. Declaration of Covenants, Conditions and Restrictions, Forest Garden Patio Homes a/k/a Forest Green Patio Homes, Section No. 1, Deed Book 7028, Page 541, as amended;
2. Declaration of Covenants, Conditions and Restrictions, Forest Village Patio Homes a/k/a Forest Green Patio Homes, Section No. 2, Deed Book 7420, page 350, as amended;
3. Declaration of Horizontal Property Regime and Master Deed Establishing Forest Village Patio Homes – Section 3, Deed Book 7763, Page 308, as amended; and
4. Declaration of Covenants, Conditions and Restrictions, Forest Green, Deed Book 7297, Page 874.

EXHIBIT C

DEED OF EASEMENT

THIS DEED OF EASEMENT is entered into this ___ day of September, 2014, by and between FOREST GREEN DEVELOPMENT ASSOCIATION, INC., a Kentucky non-profit corporation, 9625 Ormsby Station Road, Louisville, Kentucky 40223 ("Grantor") and LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT, a Kentucky consolidated local government, 527 West Jefferson Street, Louisville, Kentucky 40202 ("Grantee"), and FOREST GREEN-LAND, LLC (f/k/a Faulkner Hinton/Forest Green-Land, LLC), a Kentucky limited liability company, 9625 Ormsby Station Road, Louisville, Kentucky 40223 ("FOREST GREEN").

WITNESSETH:

WHEREAS, Grantor is the owner Lot 77 (Open Space) FOREST GREEN PATIO HOMES, as shown on the Plat of record in Plat and Subdivision Book 46, Page 45, in the office of the County Clerk of Jefferson County, Kentucky, pursuant to a deed of record in Deed Book 7689, Page 597, in the Office aforesaid; and

WHEREAS, Lot 77 is directly adjacent to the Lot 10 (Greenway) of FOREST GREEN, SECTION 3, as shown on Plat of record in Plat and Subdivision Book 45, Pages 72 and 73, in the Office of the County Clerk of Jefferson County, said Lot 10 having been previously conveyed by Grantor to Grantee by a Special Warranty Deed of record in Deed Book _____, Page _____, in the Office aforesaid; and

WHEREAS, Grantor wishes to convey temporary and permanent easements across Lot 77 in favor of Grantee for the benefit of Lot 10; and

WHEREAS, Forest Green, the developer of the Forest Green development, enters into this Deed of Easement for the purpose of consenting to the grant of easements contained herein; and

WHEREAS, the parties execute this Deed of Easement upon the terms and conditions set forth below.

NOW, THEREFORE, for a good and valuable consideration the receipt of which is hereby acknowledged by the parties hereto, Grantor hereby does grant and convey a permanent easement in favor of Grantee across that portion of Lot 77 shown as the "Variable Private Access Easement" on the plat attached hereto as Exhibit A, for the sole purpose of connecting a planned multiuse recreational trail near Beargrass Creek between Whips Mill Road and Hurstbourne Parkway with the existing Forest Green Trail located on Lot 10. Grantee shall be solely responsible for the maintenance of the connecting trail and surrounding permanent easement.

Grantor also grants a temporary construction easement over Lot 77 for the construction of the connecting trail on Lot 77 as shown on the attached Exhibit A. Construction of the connecting trail shall be at Grantee's sole expense, and grantee shall return/restore all parts of Lot 77 disturbed by the construction to its preexisting condition or better.

The rights granted herein, shall be possessed and enjoyed by Grantee, its heirs, executors, administrators, successors and assigns and shall be enjoyed in perpetuity.

IN TESTIMONY WHEREOF, witness the duly authorized signatures of the Parties hereto as of the day and date first above written.

[Signatures Begin on Next Page]

GRANTOR:
FOREST GREEN DEVELOPMENT ASSOCIATION, INC.
A Kentucky Non-Profit Corporation

By: _____
FRED D. FAULKNER, President

COMMONWEALTH OF KENTUCKY }
 }
 } SS
COUNTY OF JEFFERSON }

I hereby certify that the foregoing Deed and Statement of Consideration were acknowledged, subscribed and sworn to before me this _____ day of September, 2014, by Fred D. Faulkner, as President of Forest Green Development Association, Inc., Grantor, as his free and voluntary act and deed on behalf of such corporation.

My Commission expires: _____

Notary Public, State at Large, Kentucky

EXHIBIT D

QUITCLAIM DEED

THIS QUITCLAIM DEED is made and entered into as of this ____ day of _____, 2014, by and between:

FOREST GREEN DEVELOPMENT
ASSOCIATION, INC.

“GRANTOR”

A Kentucky non-profit corporation
9625 Ormsby Station Road
Louisville, Kentucky 40223

AND

CITY OF LYNDON, KENTUCKY

“GRANTEE”

a Kentucky municipal corporation
515 Wood Road
Louisville, KY 40222

AND

FOREST GREEN-LAND, LLC

“FOREST GREEN”

(f/k/a Faulkner Hinton/Forest Green-Land, LLC)
a Kentucky limited liability company,
9625 Ormsby Station Road, Louisville, Kentucky 40223

WHEREAS, the Grantor hereby certifies by its signature that it has full power and authority to transfer to the City of Lyndon as a public roadway portions of Lot 4 of Forest Green Section 3, that comprises the two roadways named Forest Green Boulevard and Ormsby Station Road,

AND WHEREAS, the Grantor further certifies that it has complied with all requirements of the City of Lyndon in regard to the dedication of a private street to a publicly dedicated roadway,

AND WHEREAS, Forest Green, pursuant to its authority set forth in Article III, Section 4 of the Amended and Restated Declaration of Covenants, Conditions and Restrictions “Forest Green”, of record in Deed Book 7394, Page 282, in the Office of the Clerk of Jefferson County, Kentucky, enters into this Quitclaim Deed for the sole purpose of consenting to the transfer contemplated herein.

NOW THEREFORE:

WITNESSETH:

That for a valuable consideration, and the payment of \$1.00, the receipt of which is hereby acknowledged, Grantor does hereby release and forever quitclaim unto Grantee, Grantee's successors and assigns, all right title and interest of Grantor and dedicate same to public use, in and to the following described real property, together with all appurtenance thereto, located in Louisville, Jefferson County, Kentucky, to-wit:

BEING, Area 1, consisting of approximately 148,031 square feet and comprising all of the roadways named "Forest Green Boulevard" and "Ormsby Station Road", as shown on the Plat prepared by Gresham, Smith and Partners dated May 30, 2014, attached hereto as Exhibit A and made a part hereof, Area 1 being a portion of Lot 4 as shown on the plat of record in Plat and Subdivision Book 45, Pages 72 and 73, in the office of the County Clerk of Jefferson County, Kentucky.

BEING, a portion of the same property conveyed to the Grantor by deed dated June 20th, 2001, of record in Deed Book 7689, Page 603, in the Office of the Clerk of Jefferson County, Kentucky.

TO HAVE AND TO HOLD the above-described real property, together with all appurtenances and privileges thereunto belonging, unto Grantee, its successors and assigns forever.

IN TESTIMONY WHEREOF, witness the duly authorized signature of the GRANTOR as of the first day and date first above written.

**FOREST GREEN DEVELOPMENT
ASSOCIATION, INC.**

A Kentucky non-profit corporation

"GRANTOR"

BY:

Fred D. Faulkner, President

FOREST GREEN-LAND, LLC

A Kentucky Limited Liability Company

"FOREST GREEN"

By: FAULKNER HOLDINGS, LLC

A Kentucky Limited Liability Company,
its Manager

By:

FRED D. FAULKNER, Manager

CONSIDERATION CERTIFICATE

We, the undersigned, hereby certify pursuant to KRS Chapter 382 that \$1.00 is the true, correct and full consideration paid for the property herein conveyed. We further certify our understanding that falsification of the stated consideration or sale price of the property is a Class D Felony, subject to one to five year imprisonment and fines up to \$10,000.00

**FOREST GREEN DEVELOPMENT
ASSOCIATION, INC.**
A Kentucky non-profit corporation

“GRANTOR”

BY: _____
Fred D. Faulkner, President

COMMONWEALTH OF KENTUCKY)
)
)
COUNTY OF JEFFERSON)
)
)
)
)
)
)
)
)
)

The foregoing Deed and Consideration Certificate was acknowledged, subscribed and sworn to before me this _____ day of _____ 2014, by, FRED D. FAULKNER, President of Forest Green Development Association, Inc., Grantor.

MY COMMISSION EXPIRES: _____.

NOTARY PUBLIC

CITY OF LYNDON, KENTUCKY
a Kentucky municipal corporation

“GRANTEE”

BY: _____
Susan Barto, Mayor

COMMONWEALTH OF KENTUCKY)
)
)
COUNTY OF JEFFERSON)
)
)
)
)
)
)
)
)
)
)
)

The foregoing Consideration Certificate was acknowledged and sworn to before me this _____ day of _____ 2014, by, SUSAN BARTO, Mayor, City of Lyndon, Kentucky, Grantee.

MY COMMISSION EXPIRES: _____.

NOTARY PUBLIC

COMMONWEALTH OF KENTUCKY }
 }
COUNTY OF JEFFERSON } SS

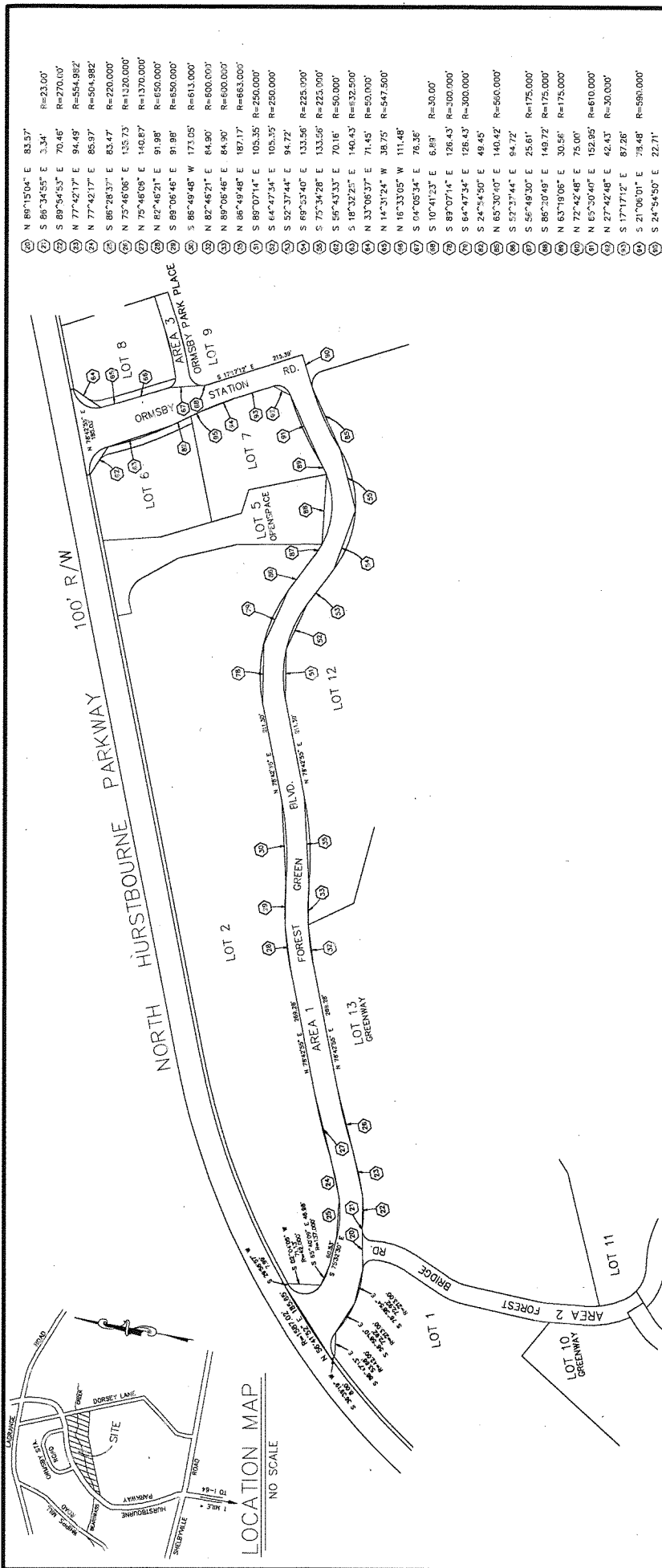
The foregoing Deed was acknowledged, subscribed and sworn to before me this _____ day of July, 2014, by Fred D. Faulkner, as Manager of Faulkner Holdings, LLC, in its capacity as the Manger of Forest Green-Land, LLC, as his free and voluntary act and deed on behalf of such limited liability companies.

MY COMMISSION EXPIRES: _____.

NOTARY PUBLIC

THIS INSTRUMENT PREPARED BY:

John Singler, Attorney at Law
108 Legal Arts Bld.
200 South Seventh Street
Louisville, Kentucky 40202
(502) 587-6901



GRESHAM, SMITH AND PARTNERS

101 SOUTH FIFTH STREET, SUITE 1400,
LOUISVILLE, KENTUCKY 40202.
TELEPHONE: (502)-627-8900

ROADWAY EXHIBIT
AREA 1 = 148,031 S.F.
AREA 2 = 24,864 S.F.
AREA 3 = 6,355 S.F.



GRAPHIC SCALE
(1" = 250')

DATE: 05/30/2014

CITY OF LYNDON, KENTUCKY

By: Susan M. Barto
Title: MAYOR


COMMONWEALTH OF KENTUCKY }
COUNTY OF JEFFERSON }

Subscribed and sworn to before me by Susan M. Barto
of the CITY OF LYNDON, KENTUCKY this 25 day of September, 2014.

Stacey Woodward
NOTARY PUBLIC, STATE AT LARGE, KY
My Commission Expires: February 19, 2017

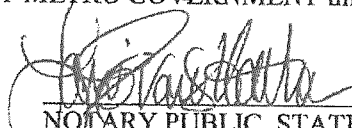


LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT

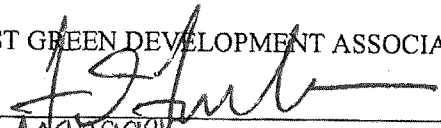
By: 
Title: Mayor

COMMONWEALTH OF KENTUCKY }
COUNTY OF JEFFERSON }

Subscribed and sworn to before me by Greg Fischer
of LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT this 14 day of ~~September~~,
2014. October


NOTARY PUBLIC, STATE AT LARGE, KY
My Commission Expires: 7/7/2017

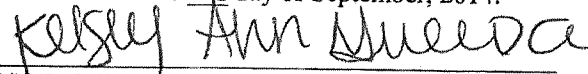
FOREST GREEN DEVELOPMENT ASSOCIATION

By: 
Title: Manager

COMMONWEALTH OF KENTUCKY }
COUNTY OF JEFFERSON }

Subscribed and sworn to before me by Fred Faulkner
of FOREST GREEN DEVELOPMENT ASSOCIATION this 24 day of September, 2014.

KELSEY ANN GUELDA
NOTARY PUBLIC
Kentucky, State At Large
My Commission Expires 11/4/2017


NOTARY PUBLIC, STATE AT LARGE, KY
My Commission Expires: November 4, 2017