

REAL ESTATE SALE AND PURCHASE AGREEMENT

THIS REAL ESTATE SALE AND PURCHASE AGREEMENT (the "Agreement") is made and entered into as of this 3 day of OCT, 2013, by and among Edwin B. Greenwell, II, unmarried; Mary Susan Greenwell, unmarried; and Elaine Holmes, f/k/a Donna Elaine Greenwell Bauer, and Kay Don Holmes, her husband; having a mailing address of P. O. Box 802, Fairdale, Kentucky 40118 ("Sellers"), and Louisville/Jefferson County Metro Government, a Kentucky consolidated local government, having a mailing address of 527 West Jefferson Street, Louisville, Kentucky 40202 ("Buyer").

WITNESSETH:

WHEREAS, Edwin B. Greenwell, II; Mary Susan Greenwell; and Donna Elaine Greenwell Bauer are the owners of real property known as 706 Wolf Run Road, in Jefferson County, Kentucky and described in Exhibit "A" attached hereto, by virtue of a deed dated February 28, 1986, of record in Deed Book 5571, Page 677 in the Office of the Clerk of Jefferson County, Kentucky (the "Property"). Life tenant Nell Greenwell died on March 22, 1999, and Life Tenant Edwin B. Greenwell died on September 29, 1999, vesting title to the Property in Sellers; and

WHEREAS, Sellers desire to sell and Buyer desires to purchase the Property, subject to the terms and conditions more particularly set forth herein;

NOW THEREFORE, in consideration of the promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, Sellers and Buyer do hereby agree as follows:

- (A) Purchase Price. Upon the terms and conditions set forth herein, Sellers agree to sell and Buyer agrees to purchase the Property for the sum of \$140,000.00.
- (B) Good Faith Deposit. As evidence of good faith binding the Agreement, a deposit of \$1,000.00 to Sellers (the "deposit") is made herewith and is to be applied on the purchase price upon passing of deed or refunded if transfer of title is not completed for any reason, except Buyer's failure to perform its obligations hereunder in which event the deposit shall be retained by Sellers as liquidated damages and in complete satisfaction of any damages sustained by Sellers.
- (C) Buyer's Contingencies. This Agreement shall be contingent upon the following:
 - (1) Completion of a Phase One and, if necessary, a Phase Two environmental assessment, to be paid for by Buyer. Sellers warrant and represent to the Buyer that Sellers are not aware of any hazardous waste upon the property. Sellers agree that the Buyer may, at Buyer's expense, perform any and all tests or inspections necessary to confirm this warranty and representation. In the event that the Buyer

discovers that hazardous wastes have been dumped or placed upon the Property, then Sellers shall remediate such hazardous waste condition or if Sellers are not willing to remediate such condition, Buyer may at Buyer's option declare this contract to be null and void and have returned to it the earnest money deposit. The warranties and representations made in this clause shall survive the closing of this transaction.

- (2) Completion of any other inspections to satisfaction of Buyer. If such inspections reveal any conditions that Buyer deems unacceptable, then Sellers shall repair such conditions at their cost, or if Sellers are not willing to repair such conditions, then Buyer may declare this contract null and void and have returned to Buyer the earnest money deposit.
- (3) Completion of a Survey satisfactory to Buyer at Buyer's expense.
- (4) Approval of this Agreement by Louisville/Jefferson County Metro Council, if necessary.

In order for Buyer to conduct investigations of the Property, as long as this Agreement is in effect, upon reasonable advance notice, Buyer and its agents shall have the right to enter the Property for the purpose of conducting any environmental studies and tests that Buyer may deem necessary. Buyer agrees to restore the Property to reasonably similar conditions to those existing before such testing occurred. Further, Buyer agrees to indemnify and hold Sellers harmless from any damages to persons or property arising out of the actions of Buyer as a result of completing such studies.

- (D) Time of Closing and Possession. Closing shall take place within ninety (90) days from the date of this Agreement unless Buyer needs more time to satisfy its contingencies. In no event shall closing extend beyond 180 days from date of this Agreement unless agreed to by the parties, time being of the essence. Possession of the Property shall be given to Buyer on the date of the deed.
- (E) Title to be Conveyed. Sellers shall convey to Buyer, or its successors or assigns, at the option of Buyer, by deed of GENERAL WARRANTY an unencumbered, good, and marketable fee simple title to the Property which any title company will insure, except easements of record, restrictive covenants such as are acceptable to Buyer and as any title company will insure. Sellers shall not further encumber the Property or any interest therein without Buyer's written permission. At Closing, Sellers shall execute and deliver a title insurance affidavit and indemnity, as required by Buyer's title insurance company. If title to the Property proves defective (except in those items set forth in the first sentence of this paragraph), Buyer may declare this contract null and void. Buyer in its discretion shall have the right to accept title with its faults.

- (F) Closing Documents. Buyer shall prepare the deed to the Property described herein and other closing documents. Sellers may have the deed and closing documents reviewed by their attorney.
- (G) Closing Costs. Sellers shall pay the transfer tax and recording fee. Any real estate taxes and other assessments relating to the Property due and payable in 2013 shall be prorated between Buyer and Sellers from January 1, 2013, until the date of closing.
- (H) Real Estate Agents. Each party represents and warrants to the other party that there is no real estate agent engaged in this transaction by that party. Each party shall indemnify the other party for any claim for a fee or commission from any person or entity claiming to be the other party's agent or broker.
- (I) Condition of Property. Until possession of the Property is delivered, Sellers agree to keep the grounds in the same condition as on the date of this agreement, reasonable wear and tear excepted.
- (J) Risk of Loss. Until the time of the recording of the deed, risk of loss to the Property shall remain with Sellers.
- (K) Time of Essence. Time shall be of the essence in the performance by Buyer and Sellers of all of their respective obligations under this Agreement.
- (L) Survival. The parties agree that all of the terms and provisions of this Agreement shall survive the closing of the sale of the Property.
- (M) Governing Law. This agreement shall be governed by the law of the Commonwealth of Kentucky. The Parties agree that venue for all disputes shall be in the courts of Jefferson County, Kentucky.
- (N) Severability. If any provision of this agreement shall be declared invalid or not enforceable. The remainder of the agreement shall continue in full force and effect.
- (O) Entire Agreement. The Buyer and Sellers have read the entire contents of this agreement and acknowledge receipt of an executed copy hereof. It is agreed that all terms and conditions pertinent hereto are included in this agreement, and no verbal agreements or understandings of any kind shall be binding upon Buyer or Sellers.

IN TESTIMONY WHEREOF, witness the signatures of Buyer and Sellers as of the date set forth next to their respective signatures below.

Sellers:

Buyer:

Louisville/Jefferson County Metro Government

Edwin B Greenwell #

Edwin B. Greenwell, II

By:

Greg Fischer
Greg Fischer, Mayor

SSN: [REDACTED]

Mary Susan Greenwell

Mary Susan Greenwell

SSN: [REDACTED]

Donna Elaine Greenwell Bauer

Elaine Holmes

f/k/a Donna Elaine Greenwell Bauer

SSN: [REDACTED]

Kay Don Holmes

Kay Don Holmes

SSN: [REDACTED]

COMMONWEALTH OF KENTUCKY)

) SS:

COUNTY OF JEFFERSON)

Subscribed and sworn to before me by Greg Fischer, Mayor of Louisville/Jefferson County Metro Government, this 25th day of OCTOBER, 2013, to be his true act and deed on behalf of said government.

My commission expires: 06.13.17

[Signature]

NOTARY PUBLIC

COMMONWEALTH OF KENTUCKY)
) SS:
COUNTY OF JEFFERSON)

Subscribed and sworn to before me by Edwin B. Greenwell this 3rd day of October, 2013, to be his true act and deed.

My commission expires: May 29, 2015

A Jackson #442856
NOTARY PUBLIC

COMMONWEALTH OF KENTUCKY)
) SS:
COUNTY OF JEFFERSON)

Subscribed and sworn to before me by Mary Susan Greenwell this 3rd day of October, 2013, to be her true act and deed.

My commission expires: May 29, 2015

A Jackson #442856
NOTARY PUBLIC

COMMONWEALTH OF KENTUCKY)
) SS:
COUNTY OF JEFFERSON)

Subscribed and sworn to before me by Elaine Holmes, f/k/a Donna Elaine Greenwell Bauer, this 3rd day of October, 2013, to be her true act and deed.

My commission expires: May 29, 2015

A Jackson #442856
NOTARY PUBLIC

COMMONWEALTH OF KENTUCKY)
) SS:
COUNTY OF JEFFERSON)

Subscribed and sworn to before me by Kay Don Holmes this 3rd day of
October, 2013 to be his true act and deed.

My commission expires: May 29, 2015

A Jackson #442856
NOTARY PUBLIC

Approved as to Form:

MICHAEL J. O'CONNELL
JEFFERSON COUNTY ATTORNEY

By: Jo Ann Burke
Jo Ann Burke
Assistant Jefferson County Attorney

EXHIBIT "A"

Greenwell Description 706 Wolf Run Road

BEGINNING at a sweetgum and dogwood in Browning and Arnold's line, thence north 43 ½ degrees west 363 feet; thence north 46 ½ degrees east, 1775 feet; thence north 30 degrees west 132 feet; thence north 34 degrees east 575.5 feet to the northeast corner of tract of land conveyed to Charles R. Carrier and wife by deed dated June 5, 1953, recorded in Deed Book 3023, Page 365 in the office of the County Court Clerk of Jefferson County, Kentucky; thence south 43 degrees 17 minutes east 670 feet to the southwest corner of the tract conveyed to Carrier and wife, thence south 46 ½ degrees west 2117 feet to the point of beginning.

