

### AGREEMENT OF SALE

THIS AGREEMENT made this 20<sup>th</sup> day of May, 2022, by and between John and Debra Kelley (hereinafter collectively referred to as "SELLER") and the Lexington-Fayette Urban County Government, an Urban County Government of the Commonwealth of Kentucky, organized pursuant to Chapter 67A of the Kentucky Revised Statutes, having its principal offices at 200 East Main Street, Lexington, Kentucky 40507 (hereinafter referred to as "PURCHASER").

#### WITNESSETH:

WHEREAS, the SELLER is the fee owner of the land and the buildings and improvements thereon at 8949 Old Richmond Road, Lexington, Kentucky (hereinafter referred to as the "Premises"); and

WHEREAS, SELLER is desirous of selling to PURCHASER and PURCHASER is desirous of purchasing from SELLER the Premises, upon the terms and conditions hereinafter stated.

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

1. SELLER hereby agrees to sell to PURCHASER and PURCHASER hereby agrees to purchase from SELLER all of SELLER's right, title, and interest in and to the Premises.

2. PURCHASER agrees:

- (a) to pay to SELLER the sum of \$1,160,500.00;
- (b) when it gives a name to the Premises to use "Kelley" in the name;
- (c) to be responsible for any required environmental remediation; and
- (d) to assess the structures on the Premises after ownership is transferred for possible preservation, which will be at the sole discretion of Purchaser.

3. SELLER agrees:

- (a) to deliver to Purchaser, at time of closing, a General Warranty Deed;
- (b) to remove any possessions on the Premises within thirty (30) days of execution of this Agreement;
- (c) to pay transfer tax (\$1,160.50) for the transfer of the Premises; and
- (d) to notify Purchaser if any material change occurs in the condition of the Premises.

4. The Closing shall take place on a date and at a time mutually convenient to the Parties, within sixty (60) days of the execution of this Agreement, at a location convenient to Seller. Time shall be of the essence.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed as of the day and year first above written.

[Signatures on Following Page]

**SELLER**

John Kelley  
John Kelley

ATTEST:

WITNESS: Sarah Kelley Cravens

DATE: 5/20/22

Debra Kelley  
Debra Kelley

ATTEST:

WITNESS: Sarah Kelley Cravens

DATE: 5/20/22

**BUYER**

Linda Gorton  
Linda Gorton, Mayor, for and on behalf of  
the Lexington-Fayette Urban County  
Government

ATTEST:

Abigail Allan  
Abigail Allan,  
Clerk of the Urban County Council

DATE: 5/27/2022