

OFFER TO PURCHASE

I HEREBY OFFER TO PURCHASE from Madison County EMS, 556 S Keeneland Dr, Richmond, Kentucky, 40475("Seller") a parcel of real estate located in Berea, Madison County, Kentucky, consisting of approximately 0.69 acres of land located at 400 Highway 1016, Berea, Kentucky, which is described in the attached Exhibit A ("Property").

I understand that this Offer shall be submitted to Seller at its address above by 4:00pm on June 19, 2017, and that the minimum price offered ("Purchase Price") shall be \$195,000.00. With my submittal of this Offer, I shall include a check made payable to Madison County EMS, for 5% of the Purchase Price offered below. I understand that the Seller's Board of Directors will accept the highest qualifying Offer by 4:00pm on June 20, 2017, and will contact me if my Offer is accepted. My offer is as follows:

My name: _____

My address: _____

Price offered: _____

In consideration of the above, this Offer to Purchase is made pursuant to the following terms and conditions:

A. The Property.

1. The Property shall include all improvements and fixtures thereon, all appurtenances thereto, including, but not limited to, rights, privileges, easements and Seller's right, title and interest in and to adjacent roadways, streets, alleys and rights-of-way, and all reversions, and remainders.

2. The Property is zoned Commercial, B-1, within the limits of the City of Berea, Kentucky, and is more particularly described in Exhibit A, hereto.

B. Purchase Price

1. The balance of the Purchase Price shall be paid by certified check, wire transfer, or other immediately available funds, upon delivery of the deed at Closing.

C. Warranties

1. By accepting this offer to purchase, Seller hereby represents and warrants to Buyer that Seller shall transfer title to the Property in fee simple, by way of a General Warranty Deed, with no liens or encumbrances, upon Closing.

2. Except for Paragraph C.1, above, SELLER MAKES NO WARRANTY, EXPRESS OR IMPLIED, CONCERNING THE REAL PROPERTY OR BUILDINGS DESCRIBED HEREIN; ALL OF WHICH ARE HEREBY WAIVED, AND THE PROPERTY AND ALL ITS ATTACHMENTS ARE SOLD "AS IS."

D. Buyer's Access to Property

Buyer has either inspected the Property prior to making this Offer, or hereby waives the right to inspect, and hereby acknowledges that Buyer has no right to terminate this Offer, or seek redress from Seller, as a result of things discovered subsequent to the submittal of this Offer.

E. Destruction of Property

1. Risk of loss to the Property shall remain in Seller until title thereto is conveyed to Buyer at Closing.

2. In the event of loss to the Property or if eminent domain or condemnation proceedings are commenced against the Property, with respect to all or a portion of the Property, Buyer shall have the right to terminate this offer by written notice to Seller. If Buyer elects to terminate this offer, neither party shall have any further liability to the other hereunder except that the Deposit shall be immediately returned to Buyer. If Buyer does not elect to terminate, any insurance proceeds resulting from a loss and any award paid in eminent domain or condemnation proceedings shall be appropriately allocated to each party as their interest may be applicable.

F. Closing

1. Closing shall occur on or before August 4, 2017, at Eaves, Olds, Bohannon & Floyd, 218 W Main Street, Richmond, KY 40475.

2. At the Closing, Seller shall execute and deliver to Buyer a transferable and recordable General Warranty Deed, containing all provisions required by law or customarily included in accordance with local practice or title insurance requirements, conveying fully marketable fee simple absolute title to the Property to Buyer, free and clear of all liens, and encumbrances, other than easements and restrictions acceptable to Buyer and the lien of general real estate taxes not yet due and payable, as of the Closing date.

3. Possession of the Property shall be given to Buyer by Seller at Closing, free of all possessory rights and claims of third parties.

G. Miscellaneous

1. Time is of the essence of this agreement.

2. If Seller fails or refuses to timely perform its obligations under this agreement, Buyer shall have the right to seek specific performance, together with all other rights provided by law for breach of contract. If Buyer fails to timely perform its obligations under this agreement, the Deposit shall be paid to Seller as liquidated damages, and not as a penalty, and Buyer shall be relieved from all further liability or obligation arising by reason of this Agreement.

3. Seller's acceptance of this Offer to Purchase shall be signified by Seller's signature below and the delivery of a fully executed copy of this Offer to Buyer immediately thereafter. When accepted by Seller, this instrument shall constitute the entire agreement between the parties, which shall be binding on and inure to the benefit of the parties, their heirs, administrators, executors, legal representatives, successors and assigns.

4. All notices under this agreement shall be sent by certified or registered U.S. Mail, postage prepaid, return receipt requested, Federal Express or other expedited delivery service, or delivered personally to the parties at their addresses set forth above.

5. All of the terms and conditions of this Offer to Purchase shall survive the Closing and the execution and delivery of the deed to Buyer and shall not be merged in the deed.

BUYER:

Date: _____

By: _____

ACCEPTANCE

The undersigned, being the lawful owner of the Property herein described, accepts the above Offer to Buyer and agrees to all of the terms and conditions contained herein.

SELLER:

MADISON COUNTY EMS

Date: _____

By: _____

1-28-89
Revised to
W. Martin
Jug. Ct.

D E E D

THIS DEED is made on the 22nd day of December, 1989, by and between

TED COMBS and his wife
ELLA RENE COMBS
RT. #3, Box 393
Calico Road
Berea, Kentucky 40403 ("GRANTORS")

and

MADISON COUNTY AMBULANCE SERVICE
TAXING DISTRICT
a political subdivision of Madison County,
Kentucky
P.O. Box 332
Richmond, Kentucky 40475 ("GRANTEE")

For a total consideration of thirty four thousand dollars (\$34,000.00) receipt of which is acknowledged by Grantors, Grantors grant and convey to Grantee in fee simple with Covenants of General Warranty, to have and to hold their undivided fee simple interest in the following described real property situated in Madison County, Kentucky:

All of lot No. 2B in the City of Berea, Kentucky, and more particularly shown on the plat recorded in Plat Book 8 at page 265 of the Madison County Clerk's Office, Richmond, Kentucky.

AND BEING a part of the same property conveyed to Ted Combs and his wife, Ella Rene Combs by Glyndon Reed and his wife, Carla Reed, by deed dated July 19, 1988, and of record in the Deed Book 394 page 143 records of the Office of the County Court Clerk of Madison County, Kentucky.

PROVIDED, HOWEVER, that this conveyance is expressly subject to those covenants in the Sales Contract of record in Miscellaneous Book 15, page 527, records of the Office of the County Court Clerk of Madison County, Kentucky to the extent that the Grantee herein reserves the right to reconvey to Grantors the real property described hereinabove, and Grantors agree to repay to Grantee the total consideration paid herein and to accept said reconveyance, in the event that Grantee is unable to obtain any and all approvals and permits necessary to erect, build, operate and

GRANTORS PAID 34,000
11-27-89
MARY JANE GENTNER, CLERK
BY [Signature] D.C.

RECEIVED
MADISON COUNTY CLERK
MAY 21 1 29 PM '89

