# **ABSOLUTE AUCTION**

### WALMAC ANNEX

### **491 ELIZABETH STATION ROAD, PARIS, KY**

### 322 +/- ACRES

THURSDAY, NOVEMBER 9-10:00 A.M.



Well-located horse farm with 62 stalls in 4 barns. Additional improvements include a 2,645 square foot two-story manager's home and a 50' x 100' metal equipment/hay storage building. With 40+ acres in Fayette County and the balance in Bourbon County, Walmac Annex offers a great opportunity to acquire a beautiful farm in the Bluegrass.

OPEN HOUSE: Sunday, October 29 and November 5-2:00-5:00 p.m.

TERMS: 10% down with signed Auction Purchase Contract. Balance of purchase price and deed within 30 days. Property is sold "as-is" with no warranty expressed or implied. 2% Broker participation with advance Buyer registration.



Walt Robertson, Auctioneer (859) 277-6188



www.kyhorsefarms.com (859) 255-3657 There are two 13 stall concrete block barns with  $14' \ge 14'$  stalls, one of which has a heated tack room and half bath.







21 stall concrete block with spacious 14' x 14' stalls.

50' x 100' Metal equipment/hay storage building



15 stall converted to bacco barn with 12' x 13.5' stalls. This barn features a wide aisle and has excellent ventilation.



Tree-lined driveway and gently rolling fields.



The two story manager's home has approximately 2,645 SF and includes living, dining, and family rooms with hardwood floors, kitchen, utility room, den, full bath and 2 fireplaces. This house has central air and fuel oil fired hot water heat.



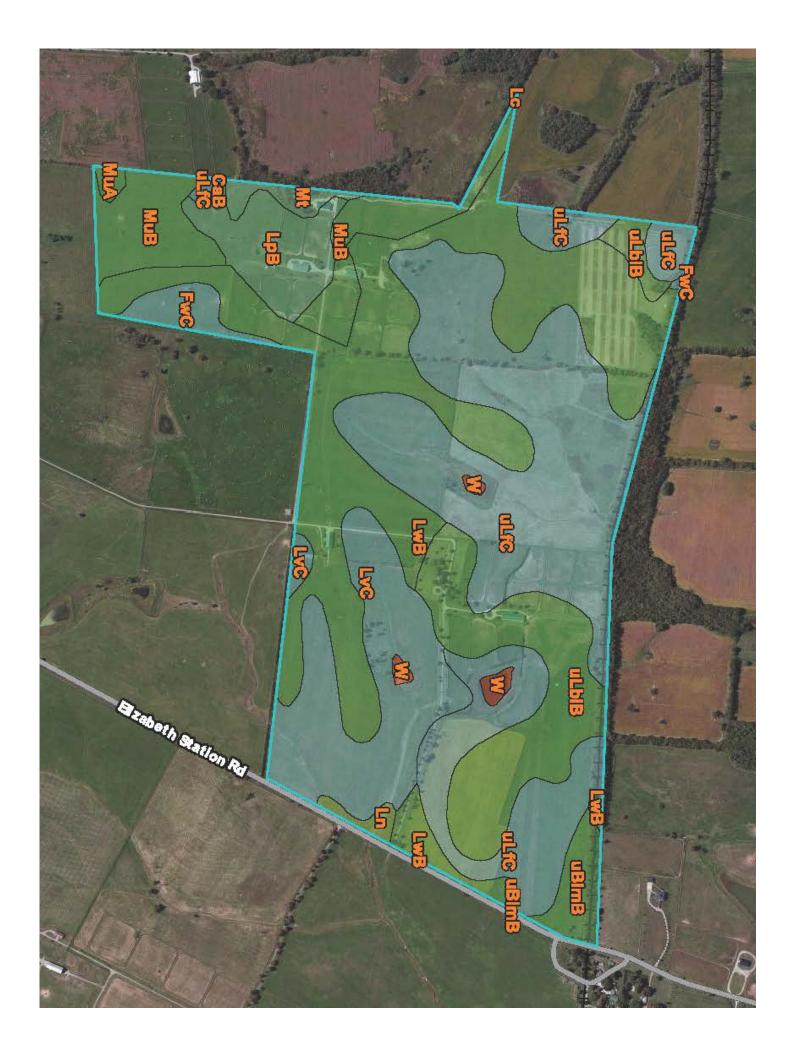
Beautiful land with gently rolling fields provide the perfect place for your equine operation.

Located on the Fayette/Bourbon County line, this farm is within 30 minutes of the airport and Keeneland.



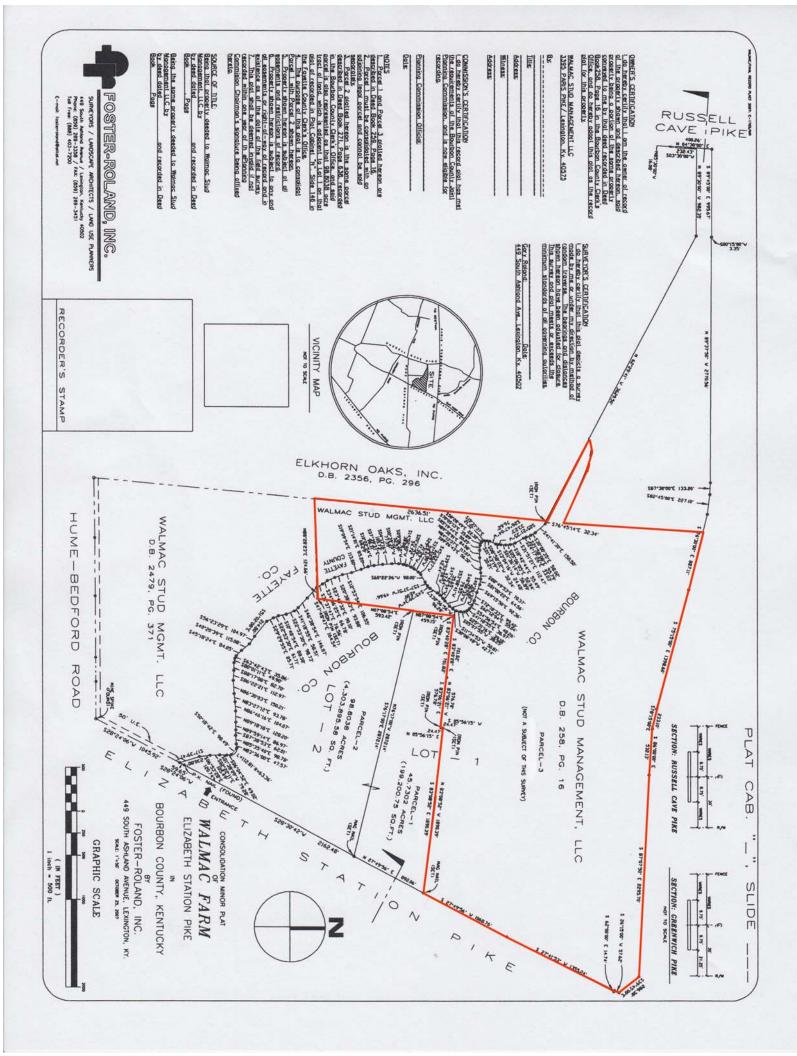
Information contained herein is believed to be accurate but is not warranted.





| Map unit symbol                | Map unit name                                                 | Rating                                                                                                       | Acres in AOI | Percent of AOI |
|--------------------------------|---------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------|--------------|----------------|
| FwC                            | Faywood silt loam, 6 to<br>12 percent slopes                  | Farmland of statewide importance                                                                             | 4.9          | 1.6%           |
| Ln                             | Lindside silt loam                                            | Prime farmland if<br>protected from<br>flooding or not<br>frequently flooded<br>during the growing<br>season | 1.6          | 0.5%           |
| LvC                            | Lowell variant silt loam, 6<br>to 12 percent slopes           | Farmland of statewide importance                                                                             | 36.7         | 11.6%          |
| LwB                            | Lowell variant-Nicholson<br>complex, 2 to 6<br>percent slopes | All areas are prime<br>farmland                                                                              | 84.2         | 26.7%          |
| uBImB                          | Bluegrass-Maury silt<br>loams, 2 to 6 percent<br>slopes       | All areas are prime<br>farmland                                                                              | 6.0          | 1.9%           |
| uLbiB                          | Lowell-Bluegrass silt<br>Ioams, 2 to 6 percent<br>slopes      | All areas are prime<br>farmland                                                                              | 34.3         | 10.9%          |
| uLfC                           | Lowell-Faywood silt<br>loams, 6 to 12 percent<br>slopes       | Farmland of statewide importance                                                                             | 104.8        | 33.2%          |
| W                              | Water                                                         | Not prime farmland                                                                                           | 1.8          | 0.6%           |
| Subtotals for Soil Survey Area |                                                               |                                                                                                              | 274.4        | 87.0%          |
| Totals for Area of Interest    |                                                               |                                                                                                              | 315.5        | 100.0%         |

| Map unit symbol                | Map unit name                                                           | Rating                                                                                                                          | Acres in AOI | Percent of AOI |
|--------------------------------|-------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------|--------------|----------------|
| СаВ                            | Captina silt loam, 2 to 6<br>percent slopes (otwell)                    | All areas are prime farmland                                                                                                    | 0.4          | 0.1%           |
| Lc                             | Lawrence silt loam                                                      | Prime farmland if drained<br>and either protected<br>from flooding or not<br>frequently flooded<br>during the growing<br>season | 0.0          | 0.0%           |
| LpВ                            | Loudon silt loam,<br>phosphatic, 2 to 6<br>percent slopes<br>(lawrence) | Prime farmland if drained                                                                                                       | 13.9         | 4.4%           |
| Mt                             | Melvin silt loam, 0 to 2<br>percent slopes,<br>occasionally flooded     | Prime farmland if drained                                                                                                       | 3.0          | 1.0%           |
| MuA                            | Mercer silt loam, 0 to 2<br>percent slopes<br>(nicholson)               | All areas are prime<br>farmland                                                                                                 | 1.0          | 0.3%           |
| MuB                            | Mercer silt loam, 2 to 6<br>percent slopes<br>(nicholson)               | All areas are prime<br>farmland                                                                                                 | 22.4         | 7.1%           |
| uLfC                           | Lowell-Faywood silt<br>loams, 6 to 12 percent<br>slopes                 | Farmland of statewide importance                                                                                                | 0.5          | 0.2%           |
| Subtotals for Soil Survey Area |                                                                         |                                                                                                                                 | 41.1         | 13.0%          |
| Totals for Area of Interest    |                                                                         |                                                                                                                                 | 315.5        | 100.0%         |



#### TERMS AND CONDITIONS OF SALE Absolute Auction, November 9, 2017, 10:00 a.m.

- 1. The property to be sold contains approximately 322 +/- acres located on Elizabeth Station Road in Bourbon and Fayette Counties, Kentucky and shall be sold by the acre in a single tract at Absolute Auction in accordance with these terms and conditions.
- 2. The property shall be sold by the acre in a single tract. The property shall be sold at absolute auction, without reserve, in its "as is, where is" condition without any warranty or guaranty as to the physical condition of the property or any of the improvements thereon
- 3. The Purchaser must pay ten percent (10%) of the gross purchase price in cash, certified funds, or, with the prior approval of Agents which may be withheld in their sole discretion, personal check, immediately following the auction sale and must sign the Auction Purchase Contract in the form which is attached to these Terms and Conditions. The balance of the purchase price shall be paid at closing to be held within thirty (30) days of the auction date, with time being of the essence. The closing may be postponed only in accordance with the express terms of the Auction Purchase Contract.
- 4. The property will be conveyed to the Purchaser in fee simple, by deed of general warranty, subject only to easements, restrictions, and conditions of record, if any, affecting the property. All taxes and assessments shall be prorated as of closing. The portion of the property located in Fayette County, Kentucky is subject to a conservation easement in favor of Fayette County Rural Land Management Board, Inc. which places certain restrictions on the use of such portion of the property. A copy of the conservation easement is available for review upon request.
- 5. The property is to be sold by the acre. Within 10 days from the date of the auction, Purchaser may, at Purchaser's own expense, obtain a new bona fide survey by a duly licensed surveyor of real property of this type in Kentucky to determine the actual acreage of the property and if there is any difference, the price shall be adjusted upward or downward accordingly.
- 6. The property to be sold shall include all permanent improvements located thereon and affixed thereto but shall not include any movable personal property.
- 7. Seller agrees to deliver to Purchaser possession of the property at the time of the closing.
- 8. Seller shall continue to maintain the property and continue insurance coverage until closing.
- 9. Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint. A lead based paint disclosure must be signed day of sale. Seller has provided each registered bidder with a Lead Paint Disclosure Brochure prepared by the United States Environmental Protection Agency, the United States Consumer Protection Agency and the United States Department of Housing and Urban Development.
- 10. Announcements made the day of Sale take precedence over printed material or prior verbal statements.

#### SWINEBROAD-DENTON, INC. 1076 Wellington Way Lexington, KY 40513 Phone (859) 277-6188 Fax (859) 277-6189

#### ABSOLUTE AUCTION PURCHASE AGREEMENT

This ABSOLUTE AUCTION PURCHASE AGREEMENT (the "Agreement") is made and entered into this the 9<sup>th</sup> day of November, 2017, by and among: (i) WALMAC STUD MANAGEMENT, LLC, a Kentucky limited liability company ("Seller"); (ii)

(collectively and individually, the "Purchaser") and (iii) SWINEBROAD-DENTON, INC., a Kentucky corporation duly licensed by the Commonwealth of Kentucky as real estate brokers and auctioneers, 1076 Wellington Way, Lexington, Fayette County, Kentucky and JUSTICE REAL ESTATE, INC., a Kentucky corporation duly licensed by the Commonwealth of Kentucky as real estate brokers (collectively, the "Agents").

#### **RECITALS:**

A. Sellers are the owners of and are authorized to sell and have granted to Agents an exclusive contract authorizing Agents to sell the real property located at Elizabeth Station Road, Paris, Bourbon County, Kentucky and Lexington, Fayette County, Kentucky comprising approximately 322 +/- acres and more fully described on <u>Exhibit A</u> attached hereto and incorporated by reference herein (subject to the potential adjustment set forth in Section 6.3, below, the "Property"). The Property shall include all permanent improvements located thereon but shall not include any movable personal property.

B. The Property was sold at absolute auction held the day, month and year first above written (the "Auction") and Purchaser was the successful bidder and deemed to be the Purchaser of the Property.

C. Pursuant to the terms and conditions of the Auction, Purchaser and Seller have agreed to execute and deliver this Agreement to memorialize the terms and conditions of the purchase and sale of the Property.

#### **AGREEMENTS:**

NOW, THEREFORE, in consideration of the recitals, the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

1. <u>Purchase and Sale of Property</u>. At Closing (as defined below), Seller shall sell the Property to Purchaser and Purchaser shall purchase the Property from Seller on the terms and subject to the conditions contained in this Agreement.

2. <u>Purchase Price</u>. The purchase price for the Property is equal to \$\_\_\_\_\_\_(subject to the potential adjustment set forth in Section 6.3, below, the "Purchase Price") which represents a purchase price per acre equal to \$\_\_\_\_\_\_(the "Per Acre Purchase Price").

3. <u>Payment of Purchase Price</u>. The Purchase Price shall be paid as follows:

3.1 <u>Earnest Money Deposit</u>. Simultaneously with the execution and delivery of this Agreement, Purchaser shall deliver to Agents the sum of <u></u>in cash or check (which shall be acceptable to Agents and Seller in their sole discretion) which represents ten percent (10%) of the Purchase Price (the "Earnest Money Deposit"). The Earnest Money Deposit shall be deposited into the non-interest escrow account of either of the Agents. At the Closing, the Earnest Money Deposit shall be applied to the Purchase Price for the benefit of Seller.

3.2 <u>Balance</u>. The sum of <u>\$</u>, representing the balance of the Purchase Price shall be paid to Seller in cash by wire transfer of immediately available funds or certified check, to Seller at Closing.

4. <u>NO REPRESENTATIONS OR WARRANTIES</u>. THE PROPERTY WAS SOLD AT ABSOLUTE AUCTION IN ITS "AS IS, WHERE IS" CONDITION WITH ALL EXISTING FAULTS AND DEFECTS AND EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, SELLER MAKES NO REPRESENTATIONS, WARRANTIES OR GUARANTIES OF ANY KIND AS TO THE PHYSICAL CONDITION OF THE PROPERTY OR ANY OF THE IMPROVEMENTS THEREON.

5. <u>Closing</u>. Closing of the purchase and sale of the Property shall be held not later than thirty (30) days following the date of this Agreement, at such time and location as may be reasonably acceptable to Purchaser and Seller. Time shall be of the essence in Closing the purchase and sale of the Property. Upon Seller's delivery of the items set forth in Section 5.1 and Purchaser's delivery of the items set forth in Section 5.2, the Closing shall be complete and Purchaser shall take title and possession of the Property. Title to and all risk of loss with respect to the Property shall pass from Seller to Purchaser immediately upon completion of the Closing.

5.1 <u>Deliveries of Seller</u>. At Closing, Sellers shall deliver or cause to be delivered to Purchaser the following:

(a) <u>Deed</u>. A General Warranty Deed conveying title to the Property, free and clear of all encumbrances except for (i) any easements and restrictive covenants of record, (ii) any zoning, building and health restrictions, regulations and ordinances applicable to the Property, and (iii) any real estate taxes assessed against the Property due and payable in the year of Closing and thereafter; and

(b) <u>Possession</u>. Possession of the Property.

5.2 <u>Deliveries of Purchasers</u>. At Closing, Purchaser shall deliver the balance of the Purchase Price to Seller. Purchaser hereby authorizes Agents to deliver the Earnest Money Deposit to Seller at Closing, subject only to the limitations set forth in Section 6.3.

6. <u>Covenants and Additional Agreements</u>.

6.1 <u>Ad-Valorem Taxes</u>. All ad valorem taxes for the year 2017 assessed against the Property are to be prorated to the date of the Closing and Seller shall pay the transfer tax.

6.2 <u>Filing Fees, Deed Preparation and Transfer Tax</u>. Seller shall be responsible for and pay applicable real estate transfer taxes and costs of preparation of the deed. Purchaser shall be responsible for the cost of any title search or title insurance policy, and any other charges properly borne by Purchaser consistent with the terms of this Agreement. Except as otherwise specifically provided in this Agreement, each party shall pay its share of all closing costs as usually and customarily paid by sellers and buyers, respectively, in a transaction of this type in Kentucky.

6.3 <u>Adjustment of Acreage of Property</u>. Within 10 days following the execution and delivery of this Agreement, Purchaser may, in Purchaser's discretion and at Purchaser's sole and absolute expense, obtain a survey from a surveyor of real property duly licensed as a surveyor by the Commonwealth of Kentucky to survey the acreage of the Property (the "Purchaser Survey"). In the event of any discrepancy between the acreage for the Property described above and the acreage determined by the Purchaser Survey, the Purchase Price shall be adjusted accordingly by multiplying the Per Acre Purchase Price by the number of acres, or portions thereof, of the Property provided in the Purchaser Survey.

6.4 <u>Termination</u>. In the event that the title to the Property should prove unmerchantable in the reasonable opinion of the attorney for Purchaser, Seller shall be notified in writing of any such defect(s) and Seller shall have thirty (30) days from the receipt of such written notice within which to correct said defect(s) and this Agreement and the Closing shall be extended accordingly. In the event that title to the Property finally proves un-merchantable within such thirty (30) day period, Agents shall initiate the release process of the Earnest Money Deposit to Purchaser pursuant to KRS 324.111(6) as Purchaser's sole and exclusive remedy. In the event the Purchaser, for any reason other than failure of merchantability of title, fails to purchase the Property or otherwise perform its obligations under this Agreement, Agents shall initiate the release process of the Earnest Money Deposit to Seller pursuant to KRS 324.111(6), as liquidated damages. In such event, Seller may declare this Agreement null and void and/or pursue such other remedies available to it in law or equity.

6.5 <u>Escrow Provisions</u>. Notwithstanding anything contained in this Agreement to the contrary, Agents shall be under no responsibility in respect of the assets deposited with it other than faithfully to follow the instructions herein contained. Agents shall be fully protected in acting in accordance with any joint written instruction from Purchaser and Seller. In the event any action is threatened or instituted against Agents, they may interplead the parties hereto and may deposit the Earnest Money Deposit into court and in such event Agents shall be relieved of and discharged from any and all obligations and liabilities under and pursuant to this Agreement. The provisions of this Section 6.4 shall survive Closing and termination of this Agreement.

6.6 <u>Maintenance and Insurance</u>. Seller shall continue to maintain the Property and continue insurance coverage until Closing. Risk of loss with respect to the Property shall remain with the Seller until Closing.

6.7 <u>No Survival or Seller Obligation</u>. The acceptance of a deed by the Purchaser shall be deemed to be a full performance and discharge of every obligation on the part of the Seller and Agents to be performed pursuant to this Agreement.

6.8 <u>Agents Commission</u>. Seller shall pay Agents a commission as set forth in the Absolute Auction Agreement between Seller and Agents which granted Agents the sole and exclusive right to sell the Property at the Auction.

6.9 Lead Paint Disclosure. Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on leadbased paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible leadbased paint hazards is recommended prior the Closing. Seller has provided Purchaser with a Lead Paint Disclosure Brochure prepared by the United States Environmental Protection Agency, the United States Consumer Protection Agency and the United States Department of Housing and Urban Development (the "Brochure"). By executing below, Purchaser acknowledges receipt of the Brochure and waives any claim against Seller or Agents for failure to so disclose.

#### 7. <u>Miscellaneous</u>.

7.1 <u>Notices</u>. All notices, requests, consents and other communications hereunder shall be in writing, shall be addressed to the receiving party's address set forth on the signature page to this Agreement or to such other address as a party may designate by notice hereunder, and shall be either (i) delivered by hand, (ii) sent by recognized overnight courier, or (iii) sent by registered or certified mail, return receipt requested, postage prepaid. All notices, requests, consents and other communications hereunder shall be deemed to have been given (i) if by hand, at the time of the delivery thereof to the receiving party at the address of such party set forth above, (ii) if sent by overnight courier, on the next business day following the day such notice is delivered to the courier service, or (iii) if sent by registered or certified mail, on the fifth business day following the day such mailing is sent.

7.2 <u>Entire Agreement</u>. This Agreement embodies the entire agreement and understanding among the parties hereto with respect to the subject matter hereof and supersedes all prior oral or written agreements and understandings relating to the subject matter hereof. No statement, representation, warranty, covenant or agreement of any kind not expressly set forth in the this Agreement shall affect, or be used to interpret, change or restrict, the express terms and provisions of this Agreement.

7.3 <u>Modifications and Amendments</u>. The terms and provisions of this Agreement may be modified or amended only by written agreement executed by all parties hereto.

7.4 <u>Assignment/Binding Effect</u>. Neither this Agreement, nor any right hereunder, may be assigned by any party without the prior written consent of the other parties. This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective heirs, personal representatives, successors and permitted assigns.

7.5 <u>Governing Law</u>. This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with and governed by the internal laws of the Commonwealth of Kentucky without giving effect to the conflict of law principles thereof.

7.6 <u>Severability</u>. In the event that any court or other arbitral tribunal of competent jurisdiction shall finally determine that any provision, or any portion thereof, contained in this Agreement shall be void or unenforceable in any respect, then such provision shall be deemed limited to the extent that such arbitral tribunal determines it enforceable, and as so limited shall remain in full force and effect. In the event that such arbitral tribunal shall determine any such provision, or portion thereof, wholly unenforceable, the remaining provisions of this Agreement shall nevertheless remain in full force and effect.

7.7 <u>Headings and Captions</u>. The headings and captions of the various subdivisions of this Agreement are for convenience of reference only and shall in no way modify, or affect, or be considered in construing or interpreting the meaning or construction of any of the terms or provisions hereof.

7.8 <u>Attorneys' Fees</u>. The prevailing party of any action to enforce the terms of this Agreement or the other Documents shall be entitled to recover its reasonable attorneys' fees and other costs in addition to any other relief which may be granted.

7.9 <u>Counterparts</u>. This Agreement may be executed in one or more counterparts, and by different parties hereto on separate counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

7.10 <u>Facsimile or Email Signatures</u>. The exchange of copies of this Agreement and of the signature page by facsimile or email transmission shall constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of an original Agreement for all purposes. Signatures of the parties transmitted by facsimile or email shall be deemed their original signatures for all purposes.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth below.

| SELLER: | WALMAC STUD MANAGEMENT, LLC |
|---------|-----------------------------|
|         | By:                         |
|         | Name:                       |
|         | Title:                      |
|         | Date & Time:                |
| AGENTS: | SWINEBROAD-DENTON, INC.     |
|         | By:                         |
|         | Name:                       |
|         | Title:                      |
|         | Date & Time:                |
|         | JUSTICE REAL ESTATE, INC.   |
|         | By:                         |
|         | Name:                       |
|         | Title:                      |
|         | Date & Time:                |
|         |                             |
|         |                             |

#### **PURCHASER**:

| Name:                   |
|-------------------------|
| Signature:              |
| Name of Person Signing: |
| Title:                  |
| Date & Time:            |
| Address:                |
|                         |
| Email Address:          |
| Phone Number:           |
| Fax Number:             |

## **AUCTION REGISTRATION FORM**

**WALMAC ANNEX** Complete and return this Registration Form immediately in order to be eligible to bid.

| Bidder Number:<br>(To be fille                                 | d in by auctioneer)                                                                         | Business Phon                 | e:                                                                                                           |
|----------------------------------------------------------------|---------------------------------------------------------------------------------------------|-------------------------------|--------------------------------------------------------------------------------------------------------------|
|                                                                | HOME PHONE:                                                                                 |                               |                                                                                                              |
| ADDRESS:                                                       |                                                                                             |                               |                                                                                                              |
|                                                                |                                                                                             |                               | ZIP:                                                                                                         |
| EMPLOYER:                                                      |                                                                                             | DRIVER'S                      | S LICENSE #                                                                                                  |
| EMAIL:                                                         |                                                                                             |                               |                                                                                                              |
| BANKING INFORMA                                                |                                                                                             |                               |                                                                                                              |
| BANK:                                                          |                                                                                             | A                             | CCT #                                                                                                        |
|                                                                |                                                                                             |                               | ZIP:                                                                                                         |
|                                                                |                                                                                             |                               | E:                                                                                                           |
| logue and incorporated herein to verify all credit references. | by reference. I hereby give perm                                                            | ission to Swinebroad          | ion which is set forth in the Auction Cata-<br>l-Denton, Inc., Real Estate and Auctioneers,                  |
|                                                                |                                                                                             | ed out and return             | ed to Swinebroad-Denton, Inc. no                                                                             |
| later than 48 hours pr                                         |                                                                                             | Auctioneer Appro              | ·                                                                                                            |
| I hereby name                                                  |                                                                                             | of                            | Real Estate,                                                                                                 |
| (address) (phone)                                              |                                                                                             | ,                             | ·,                                                                                                           |
| as my designated agent i                                       | n the Auction of                                                                            |                               |                                                                                                              |
| BUYER SIGNATURE:<br>Time:Date:_                                |                                                                                             | BROKI                         | ER/AGENT:                                                                                                    |
| SWINEBR<br>1076<br>Lexingto<br>Phone                           | ROAD-DENTON, INC.<br>Wellington Way<br>n, Kentucky 40513<br>e: 859-277-6188<br>859-277-6189 | 5 <sup>-</sup><br>Lexin<br>Ph | CE REAL ESTATE, INC.<br>18 East Main Street<br>gton, Kentucky 40508<br>one: 859-255-3657<br>ax: 859-233-3800 |

Received by Justice Real Estate: Date\_\_\_\_\_/Time\_\_\_\_\_