

LORENA HARDESTY ESTATE
ADDENDUM TO REAL ESTATE SALE & PURCHASE CONTRACT AT AUCTION
OCTOBER 13, 2020

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1. The buyer or buyers have had the opportunity to inspect the real estate prior to the auction, and conduct their own due diligence.
2. The Sellers, Brokers or Auctioneers do not guarantee that building or septic permits will be issued for this Real Estate.
3. The existing driveway entrance for Parcel 1 is for residential use only. No entrance permit will be allowed for commercial use on KY 144.
4. The entrance for Parcel 2 will be a shared entrance and right of way easement across Parcel 3 which will run parallel with Highway 376.
5. Parcel 3 is subject to a shared driveway entrance and shared right of way easement for the use of Parcel 2 and Parcel 3.
6. The Buyers of Parcel 2 and Parcel 3 may be required to apply for an entrance permit from the Kentucky Department of Transportation. It is the Buyers responsibility to due their own due diligence prior to bidding.
7. The Sellers, Brokers or Auctioneers do not guarantee that commercial entrance permits will be issued for this Real Estate, and it is the buyer's responsibility to obtain any permits from the Kentucky Department of Transportation.
8. There are environmental monitoring wells located in the KY 376 right-of-way identified as MW7, MW18 and MW19. Reference is made to letter dated December 9, 2010 from the Energy and Environment Cabinet, Underground Storage Tank Branch, that no further action was required in Former ABM #025-070. Buyers should conduct their own due diligence prior to bidding.
9. There were underground fuel storage tanks once located on Parcel 2 which have been removed. It is the Sellers understanding these tanks were removed properly, and the Sellers have provided a copy of the letter referred to above. The real estate is being sold as is where is with no environmental guarantees made by the Sellers, Brokers, or Auctioneers.
10. It is unknown if the bathrooms located in any of the structures are connected to any type of septic tank or septic system.
11. The structures were built prior to Meade County Planning and Zoning, and may not meet current zoning regulations. If a structure is destroyed or removed, any new construction will be required to meet current zoning requirements.
12. Parcel 1 is subject to a parking easement for the use of both Parcel 1 and Parcel 2.
13. A portion of the building located on Parcel 3 encroaches on to the land of Parcel 2. Each parcel will be subject to a recorded Encroachment Agreement.
14. The condition of heating and cooling units located in or around the structures is unknown and not guaranteed by Sellers, Brokers or Auctioneers.
15. The condition of the walk-in cooler located in Parcel 2 is unknown and not guaranteed by Sellers, Brokers or Auctioneers.
16. There is a possibility that the porch awning on the front of the building located on Parcel 3 will be located within the proposed 10' right of way easement. If so, either new owner of Parcel 2 or Parcel 3 may remove the awing if the right of way is used.
17. The utility pole located near the boundary line of Parcel 2 and Parcel 3 may lie within the proposed 10' right of way easement. If the new owner of Parcel 2 desires to use the right of way he/she may be required to relocate the utility pole at his/her own expense.
18. If Parcel 2 and Parcel 3 have different new owners, each new owner will be required to close the wall in their own building which is connected to the hallway. This shall be done at their own expense.

Buyer: _____ Date: _____ Time: _____ AM/PM EDT

Buyer: _____ Date: _____ Time: _____ AM/PM EDT

Seller: _____ Date: _____ Time: _____ AM/PM EDT
The Lorena Hardesty Estate by John Hardesty, Co-Executor

Seller: _____ Date: _____ Time: _____ AM/PM EDT
The Lorena Hardesty Estate by Lois Hardesty, Co-Executrix

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19. Parcel 1 will be subject to a right-of-way easement for the use of Parcel 2 to access the land located around and behind the building located in parcel 2.
20. Parcels 2 and 3 have not been surveyed for this auction. If an updated land survey is required by a lender or desired by the buyer, it will be the buyer's expense and must be completed prior to closing date.
21. If any Real Estate boundary lines are changed by the surveyor prior to the closing, the sales prices will remain the same.
22. The "Auction Plat" was for marketing and informational purposes only. The "Auction Plat" is not an actual survey. The actual Real Estate boundary lines may be different than previously shown on aerial photographs, auction plats and advertising of any kind.
23. Subject to a Right of Way Easement dated February 3, 2010, in favor of Meade County Water District, of record in Deed Book 560, Page 101, in the office of the Meade County Clerk. Said Easement is fifteen feet in width and for the purpose of a water line.
24. Subject to a Right of Way Easement dated February 7, 2000, in favor of Meade County Water District, of record in Deed Book 431, Page 494, in the office of the Meade County Clerk. Said Easement is fifteen feet in width and the purpose of a water line.
25. Any damage to the Real Estate such as ruts, tracks, etcetera done by vehicles or equipment prior to, during or after the auction will be the buyer's responsibility to repair.
26. All garbage, rubbish and other items that remain on this property day of closing will become the property of the buyers. The seller or auctioneers will not remove the garbage, rubbish or other items.
27. The Brokers, Auctioneers, Agents or Sellers do not guarantee that additional structures can be placed on this Real Estate.
28. If for any reason the purchase contract price, terms or conditions are different than those announced by the auctioneer or computer software, both parties agree to amend this agreement to correct the price, terms or conditions.
29. Collier Title Company, will execute closings; buyer and seller each to pay their own closing fees. IF, a buyer is securing financing through a financial institution that financial institution will execute closing; buyer and seller each to pay their own closing fees.
30. All personal property attached or detached is property of the sellers.
31. The sellers to furnish one deed to each buyer. If the buyer wants more than one deed it will be the buyer's expense.
32. No transferring of winning bid or purchase contract. The winning bidder will take title of said real estate and complete closing within or upon said date shown herein.
33. The auctioneers, brokers, agents and Barr Realty & Auction Co., Inc. are the exclusive agents of the seller.
34. This is a binding agreement upon the buyer. If the buyer defaults on this agreement, the real estate can be sold again. The buyer will be responsible for paying the monetary difference between the selling prices and all expenses incurred in the resale including but not limited to advertising, promotion, sales fees, closing fees, buyers premiums, attorney fees and court costs.
35. The Real Estate is being sold as is where is condition with all faults, known or unknown.
36. The time for performance of the obligations of the parties of this contract is of the essence.

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