

AMENDED AND RESTATED DEVELOPMENT AGREEMENT

THIS AMENDED AND RESTATED DEVELOPMENT AGREEMENT (this "Agreement") is made and entered into as of September 23, 2011 by and between **RIVER PARTNERS LLC**, a Kentucky limited liability company, with its principal office at 200 South Fifth Street, Suite 400S, Louisville, Kentucky 40202 ("**Developer**"), and **LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT** ("**Metro**") acting by and through the **Waterfront Development Corporation** (the "**WDC**"), 129 River Road, Louisville, Kentucky 40202.

RECITALS

A. Metro and Icon/River Partners, LLC entered into a Development Agreement dated October, 2004, pursuant to which Icon/River Partners, LLC is to develop certain property generally known as the former Thruston Park area, which is located generally to the south of Towhead Island and north of River Road in Louisville, Jefferson County, Kentucky and more particularly described on Exhibit A attached to that Development Agreement and now attached as Exhibit A to this Agreement ("Development Site").

B. Icon/River Partners, LLC changed its name to "River Partners, LLC" by filing Articles of Amendment with the Secretary of State of the Commonwealth of Kentucky on January 26, 2006.

C. Many of the matters set forth in the original Development Agreement have been accomplished at significant expense to Developer.

D. Certain time frames set forth in the original Development Agreement have not been met due to general economic conditions not anticipated by either Metro or Developer. Metro and Developer nevertheless each desire to pursue the Project (as originally defined in the original Development Agreement and as now set forth in this Agreement).

E. Given the accomplishment of many of the matters set forth in the original Development Agreement, and to make certain changes to the structure of the Project, Metro and Developer desire to amend and restate in its entirety the original Development Agreement for the ease of having one document to control and guide the relationship of Metro and Developer with respect to the Project.

G. This Agreement is also entered into because, as stated in the original Development Agreement, Metro desires to promote and encourage the revitalization of the Louisville Waterfront.

H. Metro and WDC acknowledge that WDC issued a request for qualifications ("RFQ") for the redevelopment of the Development Site, and that after evaluation, Developer

was selected to construct the Project (as defined below) upon Development Site in accordance with the RFQ.

AMENDED AND RESTATED AGREEMENT

In consideration of and for the purposes stated in the Recitals, in consideration of the substantial investment made to date by Developer in the Project, and in consideration of the mutual covenants and undertakings contained herein and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the parties agree as follows, and this Agreement amends, restates and supersedes in its entirety the original Development Agreement.

ARTICLE I **COVENANTS AND UNDERTAKINGS OF DEVELOPER**

Section 1.01. Developer agrees, at its sole expense, to construct the Project upon the Development Site in accordance with the terms and conditions of this Agreement. The “Project” shall consist of the Residential Neighborhood as described in Section 1.03 of this Agreement and the Marina as described in Section 1.04 of this Agreement. Notwithstanding the foregoing, Metro and the WDC acknowledge that the scope and area of the archeological studies and any resultant archeological mitigation required by any federal, state or local governmental agency far exceeded the expectations of Metro, the WDC and Developer, including in areas not described as archeologically sensitive in the RFQ. The original Development Agreement contemplated that such funds would be repaid to Developer by WDC from the Rental Fee and the Condominium Sales Price as defined in Section 3.02. Instead, Metro, the WDC and Developer now hereby agree that such amounts will be “repaid” by the reduction of certain payments that would have otherwise been due, as set forth in Section 3.02.

Section 1.02. Residential Construction. Developer shall construct, at its sole cost and expense, the Residential Neighborhood, as more particularly described in Section 1.03, upon acquisition of all necessary permits and approvals. It is acknowledged that WDC has previously approved, under the Waterfront Review Overlay District regulations (“WRO”), the preliminary plans for the Residential Neighborhood, attached hereto as Exhibit B (“Previously Approved Plans”). Notwithstanding such previous approval, Developer shall be required to obtain WRO approval of any changes to the Previously Approved Plans prior to commencing construction on the Residential Neighborhood.

Section 1.03. Residential Neighborhood Description. The Residential Neighborhood to be constructed by Developer on the Development Site shall be substantially similar in appearance to the Previously Approved Plans. The term “Residential Neighborhood” when used in this Agreement shall mean a group of buildings, organized around a “Master Plan” attached hereto as Exhibit C and that includes condominiums and apartments, as well as service oriented commercial businesses, parking, access roads and landscaping. The Residential Neighborhood will be undertaken by Developer in several phases in accordance with the terms and conditions of this Agreement. The first phase of the Project shall include (i) site development costs and the

archeological studies and archeological mitigation (“Site Development”), and (ii) the construction of a multi-story building containing approximately 150 residential apartment units and covered parking for motor vehicles (“Phase I Residential Building”) and required landscaping, lighting and access roads. The estimated cost of the Phase I Residential Project is approximately \$34,740,000 of which Developer has already invested approximately \$16,740,000.00 for Site Development, with the cost of the Phase I Residential Project estimated to be approximately \$18,000,000.00. The Residential Neighborhood, upon the completion of all phases shall consist of the following:

- A. No fewer than Six Hundred (600) residential units constructed in multiple phases, having a mix of various sizes;
- B. Not more than 20% of the total square footage of the landside buildings in the Residential Neighborhood is to be developed for commercial or retail space;
- C. With respect to the Paget House, Developer and the WDC shall at a later date mutually agree on a mutually acceptable plan;
- D. Parking for at least one (1) vehicle per residential unit and appropriately sized parking for commercial uses.
- E. Building designs that respond to floodplain issues.
- F. Building massing that reinforces neighborhood scale images and encourages a pedestrian orientation of the Project.
- G. Building orientation and pathways that, to the extent practicable, take advantage of river views and support a neighborhood image.
- H. Location and type of commercial uses that contribute to a neighborhood image.
- I. A flood prevention plan as set forth in and as part of the Master Plan and that has been approved by both WDC and the Metropolitan Sewer District.

Section 1.04. Marina. As part of the Project, Developer shall redevelop the Louisville Harbor (formerly known as the Municipal Harbor and referred to herein as “Marina”) and construct the Public Walkway as described below (“Marina Project”):

A. The Marina Project shall include, but is not limited to: expanding the area of the Marina, installing floating docks, upgrading utility supply and distribution, constructing a boathouse and a silt management structure. Developer and the WDC have previously agreed on a master plan for development of the Marina which was approved by WDC under WRO attached hereto as Exhibit D (the “Master Marina Plan”), and Developer is authorized to begin construction of the Marina Project provided that construction conforms to the Master Marina Plan. Notwithstanding the previous approval of the Master Marina Plan, Developer shall be required to obtain WRO approval of any changes to the Master Marina Plan prior to

commencing construction on the Marina Project. Management of the Marina shall be performed by Developer and includes, but is not limited to: renting individual boat slips and/or selling licenses to use individual boat slips on a long-term or short-term basis, maintaining the Marina, and ensuring safe operations within the Marina.

B. As part of the Marina Project, Developer shall construct an extension of the public walkway from Waterfront Park to be located on Tracts A and C as shown on Exhibit F, between the Marina and the residential buildings, which shall be constructed in the same manner, using similar materials, dimensions, lighting and street furniture as the walkways in the adjoining Waterfront Park, as illustrated more particularly on Exhibit E, subject to minor variations approved as part of the Final Construction Plans contemplated by Section 1.08 (“Public Walkway”). The Public Walkway will terminate at the former River Road automobile bridge. Once the Public Walkway is completed by Developer, all aspects of maintenance of the Public Walkway, including lighting, will be maintained by Metro and/or the WDC. The estimated cost of the Marina Project is seven million dollars (\$7,000,000)

Section 1.05. Marina Lease and Ground Lease.

A. Metro, WDC and Developer shall enter into a lease for a period of 99 years, with two 49 year renewal options in favor of Developer, for the Marina consisting of the property shown as Tract C on the minor subdivision plat attached hereto as Exhibit F (“Marina Lease”). As consideration for the Marina Lease, Developer agrees to pay to WDC a lease payment as provided in Section 3.02A or this Agreement. Developer, at its sole cost and expense, shall pay all costs in connection with operation of the Marina. The Marina Lease shall contain other standard provisions mutually agreed upon by the parties. The Marina Lease will provide that the Public Walkway will be open to use by the public and that Metro and the WDC will be responsible for all maintenance with respect to that Public Walkway. Other areas within Tract C, including without limitation the Marina itself and the roadways, sidewalks other than the Public Walkway, and parking areas constructed on Tract C shall be for the exclusive use of Developer and its licensees, guest, tenants, invitees and boat slip users, and the guests and invitees of those persons.

B. In addition to entering into the Marina Lease and in order to facilitate the financing of the Marina Project, Metro, WDC and Developer shall enter into a lease for the portion of the Property shown as Tract A on the same minor subdivision plat referenced above (“Ground Lease”). The initial term of the Ground Lease shall be until December 31, 2020 (“Initial Term”) and shall be extended automatically if this Agreement is extended as provided in Section 1.07 D of this Agreement for renewal terms equal to the extension periods. The Ground Lease also includes property that is part of the Public Walkway and will provide, similarly to the Marina Lease, that the Public Walkway will be open to use by the public and that Metro and the WDC will be responsible for all maintenance with respect to that Public Walkway.

C. The rent for the Ground Lease shall be One Dollar (\$1.00) per year, unless part or parts of Tract A have buildings constructed on them, in which event the part or parts with buildings will be released from the Ground Lease and will be subject to the remaining provisions of this Agreement, including but not limited to the provisions of Article III. Both the Marina

Lease and the Ground Lease will permit Developer to grant leasehold mortgages and will provide that Metro and the WDC will provide notice to leasehold mortgagees of any defaults under either lease and reasonable time to cure the defaults.

D. Notwithstanding anything in this section to the contrary, Developer shall have the right to create a condominium regime for the individual boat slips in the Marina ("Dock Condominium") and to sell the same. If Developer elects to create a Dock Condominium, then, in addition to the rent payable under the Marina Lease, Developer shall pay to the WDC 4% of the gross sales price of each Dock Condominium unit sold by Developer, payable at the time of closing and transfer of deed for such Dock Condominium unit.

E. The WDC and Metro agree that should the WDC or Metro, or any affiliate or subsidiary of the WDC or Metro, decide to develop either the property immediately south of the Development Parcel or the island, commonly known as Towhead Island, to the north of the Development Parcel, for marina, residential or industrial use, (the "Future Development Parcels") that WDC and Metro shall develop the Future Development Parcels in a manner consistent with Waterfront Park and the approved Master Plan and Master Marina Plan, as applicable, for this Project.

Section 1.06. Development. Prior to commencing construction on the Marina Project Developer shall present to WDC a pro forma for the Marina Project and provide a detailed construction budget for the Marina Project (the "Marina Budget") and evidence of sufficient financing to demonstrate to the WDC's reasonable satisfaction that the Marina Budget and financing are sufficient to permit Developer to commence and complete construction of the Marina Project as designed and in accordance with the terms of this Agreement and the Master Marina Plan, and any changes thereto approved by WDC through WRO. Prior to commencing construction on the Phase I Residential Project, Developer shall present to WDC a pro forma for the Phase I Residential Project and provide a detailed construction budget for the Phase I Residential Project (the "Phase I Residential Project Budget") and evidence of sufficient financing to demonstrate to WDC's reasonable satisfaction that the Phase I Residential Project Budget and financing are sufficient to permit Developer to commence and complete construction of the Phase I Residential Project as designed and in accordance with the terms of this Agreement and the Master Plan, and any changes thereto approved by WDC through WRO.

Section 1.07. Schedule and Construction; Term of this Agreement.

A. Developer acknowledges that time is of the essence and agrees to adhere to the schedule set forth in subsection B of this Section (the "Schedule") for the Marina Project and the Phase I Residential Project and all subsequent phases of the Residential Neighborhood. Except for delays caused by force majeure as provided in Section 4.06 Developer shall obtain the prior written approval of WDC for any substantial amendment to the Schedule, which approval shall not be unreasonably withheld. So long as Developer is in substantial compliance with the Schedule and subject to delays caused by force majeure as provided in Section 4.06, this Agreement shall remain in effect and Developer shall have the exclusive right to develop the Development Site according to the terms of this Agreement.

Notwithstanding anything to the contrary in this Section 1.07(A) WDC recognizes that permits are required from the Army Corps of Engineers and from the Kentucky Heritage Council, among others. WDC further recognizes that approval of some of these permits is contingent upon factors outside of the control of both WDC and Developer: the potential existence of archeological remains and Native American burial sites on the Development Parcel as yet undiscovered. WDC and Developer both agree to use their best efforts to obtain such permits and approvals as are necessary from the Army Corps or Engineers, the Kentucky Heritage Council and other agencies, that will permit the Marina Project and Phase I Residential Project to proceed in accordance with the Schedule.

B. Developer shall use its best efforts to comply with the following Schedule for the Marina Project and the Phase I Residential Project and then to comply with the following investment requirements:

Marina Project

<u>Marina Activities</u>	<u>Date</u>
Obtain all permits required for construction of Marina	December 31, 2011
Commence construction of Marina (not including work previously performed)	January 31, 2012
Substantial Completion of Marina	December 31, 2012

Public Walkway Activities

Obtain all permits required to commence construction of Public Walkway	December 31, 2011
Commence construction	January 31, 2012
Substantial completion of construction of Public Walkway	December 31, 2012

Phase I Residential Project

<u>Construction Activities</u>	<u>Date</u>
Obtain all permits required to commence construction of Phase I Residential Building	June 30, 2012
Commence construction of Phase I Residential Building (not including work previously performed)	October 31, 2012
Substantial completion of Phase I Residential Building	June 30, 2014

C. For all subsequent phases of the Residential Neighborhood, Developer and WDC shall agree upon a schedule similar in detail to the Schedule for the Marina Project and the Phase I Residential Project and shall incorporate each schedule into this Agreement as an addendum executed by all parties hereto. All subsequent phases of the Residential Neighborhood shall be

subject to WRO approval and shall be designed and constructed in accordance with the terms of this Agreement

D. If this Agreement is terminated, such termination shall not in any way affect (1) any leases then in effect, (2) any rights set forth in this Agreement that by their terms survive termination or expiration, and (3) any rights that Developer has to lease or to purchase portions of the Development Site on which Developer has begun construction as of the date of termination. This Agreement shall remain in effect until June 30, 2014 provided Developer is not in default of any material provision. Provided that Developer completes the Phase I Residential Project in accordance with the Schedule and the terms and conditions of this Agreement, this Agreement shall be extended for an additional six (6) year period until December 31, 2020 ("First Extension Period"). If during the First Extension Period, Developer constructs an additional phase or phases of the Residential Neighborhood with an investment of no less than twenty-five million dollars (\$25,000,000) then this Agreement shall be extended for an additional six (6) year period until December 31, 2026 ("Second Extension Period"). If at the end of the Second Extension Period, Developer has constructed an additional phase or phases of the Residential Neighborhood with an investment of no less than twenty-five million dollars (\$25,000,000) adjusted by any increase in the Consumer Price Index ("CPI", or the equivalent standard generally accepted by the U.S. Government to track such changes) using 2011 as the base year, then this Agreement shall be extended for an additional six (6) year period until December 31, 2032 ("Third Extension Period"). If, at the end of the First Extension Period, Developer has not completed construction of a subsequent phase or phases of the Residential Neighborhood as provided herein, this Agreement shall terminate unless WDC is satisfied that Developer has made substantial progress toward commencing construction of a subsequent phase or phases, in which case, WDC may agree to extend the First Extension Period for a reasonable period to enable Developer to complete construction of the subsequent phase or phases of the Residential Neighborhood.

E. Subject to the terms and conditions hereinafter set forth, Developer shall cause the construction of the Project to be substantially in accordance with the Detailed Development Plans approved by WDC pursuant to Section 1.07 and in all events in accordance with all applicable statutes, codes, laws, ordinances, rules and regulations. However, once the Marina Project and the Phase I Residential Project are completed, Developer shall have the right to modify the Master Plan (though not substantially) as market conditions dictate subject to approval by the WDC, which approval shall not be unreasonably withheld by the WDC, and WRO approval.

F. Developer shall verify that all construction on the Project shall be in accordance with the construction plans and specifications prepared pursuant to Section 1.07. All construction shall be in a good and workmanlike manner. Any provision of this Agreement to the contrary notwithstanding, if Developer is delayed in the construction of any element of the Project by reasons of force majeure as provided in Section 4.06, obtaining necessary government permits, obtaining archeological or historic approval, or any other cause which Developer and WDC agree is justifiable, the date of completion of construction of such element of the Project shall be reasonably extended by WDC as provided in Section 4.06.

G. WDC, its agents and employees, shall be granted a right of entry during normal business hours upon the Development Parcel during construction to enable WDC to inspect the construction of the residential units and commercial properties throughout the course of construction, although WDC shall have no obligation to do so.

Section 1.08. Design and Approval. A. Developer shall obtain WRO approval of any changes to the Previously Approved Plans or the Master Marina Plan as provided in Sections 1.03 and 1.04 of this Agreement (“Amended Plans”). Upon obtaining WRO approval of the Amended Plans, Developer shall prepare the Final Construction Plans which will be substantially in compliance with the Previously Approved Plans, as amended, and the Master Marina Plan, as amended. Prior to obtaining the necessary permits to commence construction of either the Marina Project or the Phase I Residential Project, Developer shall provide WDC with a copy of the Final Construction Plans for review for conformance with the Phase I Approved Plans and the Master Marina Plan and any amendments approved by WRO.

B. For future phases of the Residential Neighborhood, Developer shall cause preliminary plans to be prepared on a phase by phase basis (each, “Future Phase Preliminary Plans”) prior to applying for permits and approvals necessary to commence construction on an applicable phase. The Future Phase Preliminary Plans shall be sufficient in detail to enable the WDC to determine whether the design of the phase including size, scope, massing and exterior images of the phase will be consistent with good architectural practice and appropriate urban design principles and shall submit the Future Phase Preliminary Plans for WRO approval in accordance with the procedures, rules and standards of WRO..

C. Once Developer has obtained WRO approval of the Future Phase Preliminary Plan, Developer shall proceed expeditiously to prepare Final Construction Plans for the applicable phase, and to obtain the review by WDC of their compliance with the Future Phase Preliminary Plans as approved by WRO.

D. Upon review by WDC of the applicable Final Construction Plans, as set out above, Developer shall proceed expeditiously to obtain all permits and approvals required for construction and to complete the construction plans and specifications for the applicable phase, which plans shall be materially consistent with the approved Final Construction Plans.

Section 1.09. Project Construction. Developer shall verify that all construction on the Project shall be in accordance with the Final Construction Plans. All construction shall be in a good and workmanlike manner.

Section 1.10. Labor Requirements. Developer shall make commercially reasonable efforts to include the participation of at least 15% minority-owned businesses and 5% women-owned businesses in the construction of the Project (including the procurement of materials). In addition, Developer shall make good faith efforts to meet the goal of reserving up to 75% of the construction jobs available in connection with the construction of the Project for participation of Kentucky and Indiana residents, including good faith efforts to meet the goal of reserving at least 60% of such total available construction jobs for residents of the Metro Louisville Standard Metropolitan Statistical Area. It is expressly acknowledged and agreed between the parties that

any failure by Developer to meet these participation goals shall not constitute a default under this Agreement.

Section 1.11. Codes. The construction of the development shall comply with all federal, state and local codes, ordinances, statutes and regulations.

Section 1.12. Employment Regulations; Affirmative Action. Developer, its contractors and subcontractors, shall not refuse to hire or employ, nor bar or discharge from employment, nor discriminate against any person in compensation or in terms, conditions or privileges of employment because of sex, race, creed, color, national origin, sexual orientation or disability. At all times during the construction of the development, Developer shall take affirmative action to ensure that its employees and the employees of its contractors and subcontractors are treated during employment, without regard to their sex, race, creed, color or national origin. This requirement shall apply to, but not be limited to, the following: employment, promotion, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training.

Section 1.13. Indemnification. Except as may otherwise be provided herein, Developer agrees to indemnify Metro and WDC against any claim or filing of any lien on any part of the Development Parcel as a result of Developer's construction thereof and shall hold Metro and WDC harmless from any and all such claims or liens and shall cause such liens to be released within thirty (30) days.

Section 1.14. Non-Discrimination. Upon completion of the Project, Developer agrees to abide by all fair housing laws and will not discriminate on the basis of race, sex, color, creed, disability, sexual orientation or national origin, in the sale, lease, rental, use or occupancy of the residential and commercial units.

Section 1.15. Insurance. Developer shall provide all insurance as required by Metro's Risk Management Department as is more particularly described on Exhibit G, attached hereto and made a part hereof.

Section 1.16. Security. Developer agrees to furnish reasonable and customary security for the construction work site, or sites, located on the Development Parcel during each construction phase.

Section 1.17 Developer Financing. Developer shall obtain all necessary financing to construct the Marina Project and the Phase I Residential Project in accordance with this Agreement and the Marina Budget and the Phase I Residential Project Budget. As a condition precedent to entering into the Marina Lease and the Ground Lease, Developer shall present written evidence to WDC that it has commitments for funding sufficient to construct the Marina Project either from equity financing, a construction loan from a financial institution or a combination of equity and debt. It is acknowledged that Developer will commence the Marina Project prior to commencing the Phase I Residential Project. Similar evidence of financing shall be submitted by Developer to WDC prior to commencing any future phases of the Residential Neighborhood.

Section 1.18. Indemnification. Developer agrees to indemnify and hold Metro, WDC and their officers, employees and agents harmless from and against any and all claims, demands, suits, proceedings, judgments, losses, liabilities, damages, costs and expenses of every kind and nature (including, but not limited to, reasonable attorneys' fees) imposed upon or incurred by such parties as a result of or in connection with any of the following:

A. Any misrepresentation or breach of warranty made by Developer in this Agreement or in any agreement or instrument executed by it in connection herewith or pursuant hereto,

B. The breach of or default in the performance of any covenant, agreement or obligation to be performed by Developer pursuant to this Agreement or any agreement or instrument executed by it in connection herewith or pursuant thereto, or

C. Any claim, damage, loss or expense, attributable to personal injury or to destruction or loss of use of property, including, but not limited to, liability expenses or damages, (determined to have been caused by Developer and not pre-existing or caused by the negligent act or omission of WDC or its employees acting within the scope of their employment on the Property), that is attributable to or results from the presence or release of any Hazardous Materials (as defined below) or that arises from the negligent or intentional act or omission of Developer or its agents, contractors, employees, licensees, or invitees, in carrying out its obligations under this Agreement.

Section 1.19. Environmental Testing and Remediation. Developer, at its expense, shall be solely responsible for performing any testing, assessments or other examinations ("Environmental Testing") to determine whether Hazardous Materials (as defined below) are present in, on, or under the Development Parcel and, at its expense, to conduct any remedial measures or management of the Hazardous Materials disclosed by the Environmental Testing as may be required by the Commonwealth of Kentucky Natural Resources and Environmental Protection Cabinet or other local or federal agency. As used herein, the term "Hazardous Material" means any hazardous or toxic substance, material or waste which is or becomes regulated by any applicable federal, state or local governmental agency or authority. The term "Hazardous Material" includes, without limitation, any material or substance which is (i) petroleum, (ii) asbestos, (iii) designated as a "hazardous substance" pursuant to Section 311 of the Federal Water Pollution Control Act (33 USC Section 1317), (iv) defined as "hazardous waste" pursuant to Section 1004 of the Federal Resource Conservation and Recover Act (42 USC Section 6903), (v) defined as a "hazardous substance" pursuant to Section 101(14) of the Comprehensive Environmental Response Compensation and Liability Act ("CERCLA") (42 USC Section 9601), or (vi) defined as a "pollutant" or "contaminant" pursuant to Section 101(33) of CERCLA.

Section 1.20. Additional Representations and Covenants of Developer. Developer represents and covenants as follows:

A. Developer is a Kentucky limited liability company, duly formed and validly existing under the laws of the Commonwealth of Kentucky with the power and authority to enter into this Agreement.

B. Developer is not a "foreign person" as that term is defined in Section 1445 of the Internal Revenue Code, and applicable regulations.

C. The execution of this Agreement, the Marina Lease, the Ground Lease and the Remainder Property Lease and the construction of the Project by Developer will not violate any applicable statute, law, ordinance, code, rule or regulation or any restriction or agreement binding upon or otherwise applicable to Developer.

D. Developer, in this Agreement and in any schedule, exhibit, document or certificate delivered in accordance with the terms hereof, has not made any untrue statement of a material fact or failed to state a material fact.

E. There are no actions, suits or proceedings pending or threatened against Developer which would, if adversely determined, affect Developer's ability to enter into this Agreement or construct the development in accordance with this Agreement.

ARTICLE II **COVENANTS AND UNDERTAKINGS OF METRO AND WDC**

Section 2.01. Sale of Residential and Marina Lots. Subject to the satisfaction of conditions set forth in Section 3.03, Metro agrees to release the real property underlying the completed buildings or boat slips ("Lots") from the Ground Lease or the Remainder Property Lease [defined in the following section], as applicable, and convey or lease the Lot to Developer for the Purchase Price (as defined in Section 3.02). Any Lot to be sold or leased to Developer pursuant to this Section shall be limited to residential building footprints (or that area which is bounded by the dripline of a residential building). Subject to the satisfaction of the conditions set forth in Section 3.03, and if Developer elects to sell the boat slips as condominiums, Metro agrees to release the real property underlying the Marina boat slip area, as illustrated on Exhibit H ("Slip Area"), and convey the Slip Area to Developer for the Purchase Price.

Section 2.02 Lease of Development Site. Metro agrees to enter into a lease with Developer for the entire Development Site, with the exception of property leased to Developer pursuant to the Marina Lease and Ground Lease or conveyed to Developer as a Lot ("Remainder Property") for \$150,000 annually, commencing on date of substantial completion of the Phase I Residential Project and renewing on January 1, of each year during the term of this Agreement ("Remainder Property Lease"). The annual lease payment of \$150,000 (adjusted annually by increases in the CPI with 2011 being the base year) need not be paid provided Developer maintains the Remainder Property in a reasonably well maintained condition free and clear of trash and debris, with the understanding that portions of the Remainder Property will be an active construction site. In addition, Developer shall landscape and maintain a strip of property twenty (20) feet on either side of the Public Walkway with grass, plantings and trees reasonably similar to

Waterfront Park at a level consistent with the maintenance of Waterfront Park. If Developer fails to maintain the Remainder Property as provided in this Section, WDC may provide notice of default as provided in this Agreement and proceed according to the provisions of Section 4.14. If Developer fails to cure any default as provided in Section 4.14, the annual lease payment of \$150,000.00, prorated on a daily basis, for each day in which the default occurs and is continuous, shall be due and payable.

Section 2.03. [intentionally deleted]

Section 2.04. [intentionally deleted]

Section 2.05. Additional Representations and Covenants of Metro and WDC. Metro, and where appropriate WDC, represent and covenant as follows:

A. Metro is a Kentucky consolidated local government established pursuant to KRS 67C possessing the requisite authority to enter into this Agreement, and WDC is a Kentucky non-profit, non-stock corporation created pursuant to KRS Chapter 58.

B. Metro and the WDC have not made any untrue statement of a material fact or failed to state a material fact in this Agreement or any schedule, exhibit, document or certificate delivered in accordance with the terms hereof.

C. Metro and the WDC agree that they will render all possible assistance to Developer in assisting Developer in obtaining the necessary governmental approvals for the Project.

D. Metro and the WDC both agree that they will maintain the landscape generally to the south of River Road and across from the property at a level consistent with the maintenance of Waterfront Park.

E. The parties acknowledge that the Trustees and Council of the Protestant Episcopal Church ("Episcopal Church") has claimed certain rights to two parcels located partially within the Development Area as shown on Exhibit I attached hereto, ("Litigation Parcels") and those claims are the subject of an action in Jefferson Circuit Court, Division Two, styled Louisville/Jefferson County Metro Government v. The Trustees and Council of the Protestant Episcopal Diocese of Kentucky (No. 07-C1-03497 ("Action"). Metro agrees to actively and diligently prosecute the Action and defend the counterclaim in the Action, including appeals until the Action is finally adjudicated or settled and dismissed. Metro agrees to take the necessary actions to acquire marketable title to the Litigation Parcels either through voluntary purchase, or payment of any judgment awarded the Episcopal Church in the Action and to hold harmless Developer from and against any claims, damages or expenses Developer incurs arising from the Action or the claims of the Episcopal Church. Developer may assign its rights under this Section to a title company providing title insurance to the Developer covering the Development Parcel.

ARTICLE III
CLOSING

Section 3.01. Closing.

A. Subject to the satisfaction of the closing conditions set forth in Section 3.03, the closing of the sale and purchase of a Lot or Lots (the "Closing") shall occur at such time, and from time to time, as requested by Developer by written notice to WDC provided Developer shall have obtained all approvals from WDC and Metro, as applicable, with regard to that Lot or Lots.

B. In lieu of purchasing the Lots as provided in subsection A of this Section, Developer shall have the option to lease the Lot from Metro pursuant to a 99 year ground lease ("Lot Lease"). The closing on a Lot Lease shall be subject to the closing conditions set forth in Section 3.03 with the exception of paragraph A. 4. In the event Developer acquires a Lot by lease pursuant to this subsection, rent for the Lot Lease shall be the same as the Purchase Price for a Lot as determined in Section 3.02. In the event Developer acquires a Lot by lease pursuant to this subsection, Developer may nevertheless later acquire the Lot by purchase and sale at the option of Developer and in accordance with this Agreement.

C. The Closing shall be held at 129 River Road, (2nd Floor), Louisville, Kentucky, or at such other place as is mutually agreed to by Developer and WDC. At the Closing, Metro shall convey the specified Lot or Lots to Developer by Deed of Special Warranty or Lot Lease free and clear of all liens and encumbrances except governmental laws and regulations (including zoning regulations) affecting the Development Parcel, and real estate taxes not yet due and payable. Notwithstanding the foregoing, at Closing Metro shall retain a vendor's lien subordinate to any construction or permanent financing that is equal to the Marina Rental Fees, the Phase I Residential Rental Fees, the Condominium Purchase Price, the Phase II Residential Rental Fees or the Rental Fees payable by Developer pursuant to Section 3.02 ("Metro's Lien") such lien to be released upon receipt of payment for the Lot or Lots as specified in Section 3.02.

D. Property ad valorem taxes assessed against each Lot, if any, and payable in the year of Closing, shall be prorated on a calendar year basis to date of Closing. Urban Services District ad valorem taxes, if any, shall be prorated from July 1, preceding the date of Closing. Metro shall pay the transfer tax, if any, on the conveyance of each Lot. Developer shall pay the recording fees imposed for recording the Deed. All utilities and other operating expenses, if any, associated with the Development Parcel shall be borne by Developer. Each party shall bear its own legal and other expenses associated with the transaction.

Section 3.02. Purchase Price and Rental Fee.

A. The Rent for the Marina Slips Lot shall be an amount equal to 4% of the annual gross license fees received by Developer from licensing slips in the Marina in each calendar year ("Marina License Fees") or 4% of the sale price of each condominium slip sold if Developer establishes a condominium for the Marina.

B The Purchase Price for each Lot sold or leased to Developer shall be determined as follows:

- (1) For the Phase I Residential Project, Developer shall annually pay to Metro an amount equal to 1.5% of the annual gross rents received by Developer for all units within the Phase I Residential Building in the calendar year (“Phase I Residential Rental Fees”);
- (2) For the Phase II Residential Project, provided Developer commences construction of a building similar in size and appearance to the Phase I Residential Building prior to December 31, 2014, Developer shall annually pay to Metro an amount equal to 3% of the annual gross rents received by Developer for all units within the building constructed in the Phase II Residential Project (“Phase II Residential Fees”);
- (3) For all subsequent phases of the Project, Developer shall pay to Metro either (i) an amount that equals four percent (4%) of the gross sales price of each new condominium unit sold by Developer (the “Condominium Sale Price”) or (ii) annually an amount equal to four percent (4%) of the annual gross rents for all units in the building on the Lot received by Developer in each calendar year (the “Rental Fee”).

C. Payment of the Condominium Sale Price shall occur at Closing. Payment of the Rental or License Fees shall occur annually, on the first business day of February of each year. WDC shall have the right to review the accounting upon request and request an audit to be preformed by a certified public accountant employed by WDC.

D. Notwithstanding the foregoing, from time to time and at any time, Developer shall have the right to purchase and have fully or partially released, as applicable, Metro’s Lien for any or all of the Lots containing rental units (the “Rental Buyout”). The purchase price for the Lot underlying the building or structure being purchased shall be determined by the following formula if the average occupancy for the building or structure for the previous 3 years is 90% or above: the sum of the 3 previous fiscal years’ rental payments shall be divided by 3 to determine the average annual rental payment for the building or structure. That will then be divided by 11% (capitalization rate) to determine Developer’s purchase price. If the occupancy has averaged less than 90% for the previous 3 years, then the purchase price shall be based on 90% occupancy. This shall be determined by doing the following: the sum of the 3 previous fiscal years’ rental payments shall be divided by 3 to determine the average annual rental payment for the building or structure. That number shall be divided by the average annual occupancy rate for the 3 year period, then multiplied by 90% (the pro-forma occupancy) and then divided by 11% (the capitalization rate).

Section 3.03. Conditions to Closing.

A. Metro Conditions. Metro shall not close on the sale of a Lot unless the following conditions have been met or waived (with the exception of Condition 4) by Metro in whole or in part prior to the Closing:

1. A binding commitment for construction loan or evidence of equity financing in an amount sufficient to construct and complete the Project shall have been obtained by Developer, as required by Section 1.14.
2. Preliminary Plans for the applicable Lot or Lots shall be completed and approved by the WDC as provided in Section 1.07.
3. The representations and warranties of Developer set forth herein shall be true and correct as of the Closing.
4. The Metro Council shall have declared the Lot surplus and authorized its conveyance to the Developer.

B. Developer Conditions. Developer shall not be required to close on the purchase of a Lot unless the following conditions have been met or waived by Developer in whole or in part prior to the Closing:

1. The representations and warranties of Metro set forth herein shall be true and correct as of the Closing date.
2. The Development Parcel shall not be threatened or materially adversely affected in any way as a result of earthquake, disaster, labor dispute, any action by the United States or any other governmental authority, riot, civil disturbance, uprising, activity of armed forces or act of God or enemy; provided, however, these conditions shall not include the threat of flooding, which can always be anticipated at this site.
3. Developer shall have obtained, at its sole expense (but subject to Metro's requirement to provide an indemnity agreement as set forth in Section 2.05.E), a title commitment from a title insurance company showing that the Lot is owned by Metro in fee simple unencumbered insurable marketable title except for easements and restrictions of record, zoning regulations affecting the Development Parcel and such other exceptions acceptable to Developer.

4. Developer shall have obtained construction financing satisfactory to it.
5. Developer, Metro and WDC have entered into an easement agreement for the Development Parcel addressing to Developer's satisfaction the disposition and nature of the following items: (a) all applicable public and private rights of access and roadways; (b) all easements for use of common areas, parking lots and parking garages; (c) all easements for utility facilities and access to public utilities; (d) all construction and self-help easements (if any); (e) all drainage easements and detention pond locations (if any); (f) any and all use restrictions (if any); (g) all rights and responsibilities for maintenance of the common areas, the parking areas, the parking garages and any other applicable area; (f) the location, type and size of monument signs (if any) to be used for the parcel; and (g) mutual coordination and timing of construction on the Development Parcel (if applicable).

ARTICLE IV MISCELLANEOUS

Section 4.01. Provisions not Merged with Deeds and Other Agreements. This Agreement shall not terminate upon the execution of the leases or deeds required by this Agreement, and the provisions of this Agreement shall not be deemed to be merged into such deed.

Section 4.02. Governing Law. This Agreement, the construction thereof and the rights and obligations of the parties hereunder shall be governed in all respects by the laws of the Commonwealth of Kentucky.

Section 4.03. Severability. Each and every provision hereof, including Articles, Sections, and Subsections shall be separate, several and distinct from each other provision hereof, and the invalidity, unenforceability or illegality of any such provision shall not affect the enforceability of any other provision hereof.

Section 4.04. Section Headings and Captions. The section headings and captions in this Agreement are for convenience of reference only and shall not affect the construction of the terms and provisions hereof.

Section 4.05. Time of the Essence; Mutual Extension; Diligent Performance. Time shall be of the essence with respect to the duties and obligations imposed on the parties hereto. Where any time for performance or otherwise is set forth herein, such time may be extended by mutual agreement of WDC and Developer. With respect to any duty or obligation imposed on a party to this Agreement, unless a time limit is specified for the performance of such duty or obligation, it shall be the duty or obligation of such party to commence and perform the same in a diligent

manner and to complete the performance of such duty or obligation as soon as reasonably practicable after commencement of performance thereof.

Section 4.06. Force Majeure. In the event that Developer shall be delayed, hindered in or prevented from the performance of any act required hereunder by reason of strikes, lock-outs, labor troubles, inability to procure materials which could not have been reasonably anticipated and avoided by Developer, failure of power, riots, insurrection, war or the act, failure to act or default of the other party, then performance of such act shall be extended for a period equivalent to the period of such delay.

Section 4.07. Notices. Whenever a notice is required or permitted to be given to a party hereunder, such notice shall be in writing and shall be deemed to have been made when hand delivered or two (2) business days after being deposited in the United States mail, certified or registered mail return receipt requested, postage prepaid, addressed to the parties, or to such other address or to such other persons as any party shall have requested by notice to the other(s) pursuant this Section, as follows:

If to Developer: River Partners, LLC
 200 South Fifth Street, Suite 400S
 Louisville, Kentucky 40202
 Attn: Steve Poe

with a copy to:
REI Real Estate Services, LLC
11711 North Pennsylvania Street
Suite 200
Carmel, IN 46032
Attn: Jeffrey S. Sporleder

If to Metro: David K. Karem
 Executive Director
 Waterfront Development Corporation
 129 River Road
 Louisville, Kentucky 40202

cc: Edwin J. Lowry, Jr.
 Conliffe, Sandmann & Sullivan
 325 West Main Street, Suite 2000
 Louisville, Kentucky 40202

If to Metro or Developer:

Attn: Steven J. Stogel
AEEB, LLC
200 South Fifth Street, Suite 201S

Louisville, Kentucky 40202

with a copy to:
Daniel M. Walter
Ackerson & Yann PLLC
Suite 1200, One Riverfront Plaza
401 West Main Street
Louisville, Kentucky 40202

In addition, in the case of any notice to Developer alleging or asserting an event of default by Developer, written notice also shall be provided to Developer's lenders (from time to time designated by Developer), at the addresses of such lenders provided by Developer to WDC.

Section 4.08. Entirety of Agreement. This Agreement, together with all Exhibits attached hereto, constitutes the entire understanding and agreement of the parties with respect to the matters set forth herein, and all prior agreements and understandings, between Metro, WDC and Developer, are merged herein. The Exhibits to this Agreement constitute a material part hereof and are incorporated by reference herein. This Agreement may not be modified, amended or revoked, except in writing, executed by each of the parties, subject to Section 4.17D.

Section 4.09. Brokers and Finders; Fees and Expenses. Each of the parties hereto represents and warrants to the others that it has engaged no broker or finder in connection with the negotiation of this Agreement, and each party indemnifies and holds the others harmless against any claims for fees for such services by any person or firm claiming under or through such indemnitor. Each party hereto shall bear its own respective expenses and costs for legal, accounting and administrative services in connection with the negotiation of this Agreement and consummation of the transactions contemplated hereby, except as mutually agreed to by the parties. Each party hereto indemnifies and holds the others harmless against any claims for fees for such services by any person or firm claiming under or through such indemnitor.

Section 4.10. Successors and Permitted Assigns for the Parties Hereto. Developer may collaterally assign or pledge its rights under this Agreement, or portions of those rights, as security for loans or guaranties of loans with respect to the Project, without the consent of the WDC or Metro. Developer may also assign and transfer this Agreement or partial interests in this Agreement (such partial interests being the right to construct portions of the Project) to entities affiliated with Developer through partial common ownership or management, without the consent of the WDC or Metro; provided, that with respect to actual assignments or transfers (and not collateral assignments or pledges to secure loans), Developer shall notify in writing the WDC as to the assignee and as to the portion of the rights assigned or transferred (if less than a full assignment or transfer). Except as permitted in the foregoing sentences, Developer shall not assign or transfer any interests under this Agreement without the prior written consent of WDC and Metro.

Section 4.11. Estoppels. Each of the parties hereto agrees to provide to the other, or to such third parties as may be reasonably requested by the others, written estoppels from time to time certifying, among other matters, the continued viability of this Agreement, the absence of any

defaults hereunder (or, if defaults exist, specifying in detail the nature of such defaults), the status of the obligations of the parties each to the other, and such other matters as may reasonably be requested by the party requesting such estoppel certificate(s).

Section 4.12. No Third Party Beneficiaries; No Partnership or Joint Venture Created.

Except as set forth in Section 4.17, each of the parties hereto agrees that nothing contained in this Agreement shall be deemed or construed by any of them, or by any third party, as creating any relationship of third party beneficiary, principal and agent, general partnership or joint venture or any other association or relationship among Developer, WDC and Metro. The terms and provisions of this Agreement are solely for the benefit of each of the parties hereto, their successors and permitted assigns, and shall not benefit in any manner any person not a party to this Agreement.

Section 4.13. No Abrogation of Legal Requirements. Nothing contained herein shall be construed to permit any party to violate any applicable law, regulation or code.

Section 4.14. Default.

A. If Developer materially breaches or defaults on its obligations under this Agreement or any of the documents incorporated herein, or in the reasonable judgment of WDC there has been a substantial decrease in Developer's capacity to complete the Project in accordance with the Schedule and the other terms and conditions of this Agreement, WDC may give written notice (with a copy of said notice being given to any lender of Developer) that remedial action must be taken within thirty (30) calendar days. Developer shall correct such breach or default within thirty (30) days after Developer's receipt of such written notice. If the default is not reasonably curable within thirty (30) days, then Developer may continue to cure the default or breach so long as WDC is reasonably satisfied that sufficient progress is being made toward a cure. If remedial action is not taken within the thirty (30) day period then WDC may terminate the Agreement by giving written notice to Developer at least ten (10) days prior to the effective date of termination.

In the event of any such termination WDC and Metro shall be relieved of any executory obligations hereunder and shall be entitled to any remedy and damages available to it at law or in equity.

B. If WDC or Metro materially breaches or defaults on its obligations under this Agreement or any of the documents incorporated herein, Developer may give written notice that remedial action must be taken within thirty (30) calendar days. WDC or Metro shall correct such breach or default within thirty (30) days after Metro's receipt of such written notice. However, if the default is not reasonably curable within thirty (30) days, WDC or Metro may continue to cure the default or breach so long as Developer is satisfied that sufficient progress is being made toward a cure. If remedial action is not taken within the thirty (30) day period, Developer may terminate the Agreement by giving written notice to WDC and Metro at least ten (10) days prior to the effective date of termination.

In the event of any such termination Developer shall be entitled to any remedy and damages available to it at law or in equity.

Section 4.15. Binding Effect. Each of the parties hereto covenants and warrants that (i) it is duly authorized to transact business in the Commonwealth of Kentucky, (ii) the person executing this Agreement on behalf of the party is duly authorized by the party to sign and execute this Agreement on its behalf, (iii) this Agreement is a valid and binding obligation on the party and enforceable in accordance with its terms, and (iv) it is the intention of each of the parties to this Agreement that it shall be binding and legally enforceable in accordance with its terms.

Section 4.16. University of Louisville Rowing Area. Developer hereby agrees that to the extent reasonable and practicable it shall not impede the University of Louisville's use of its rowing facilities in the area.

Section 4.17. Certain Protective Provisions. AEEB, LLC is a Kentucky limited liability company whose member were formerly members of Developer and who have provided significant funds for the Project pursuant to the original Development Agreement. AEEB, LLC is also providing financing for the Marina. AEEB, LLC is expressly made a third party beneficiary under this Agreement, notwithstanding Section 4.12.

A. To secure the financing of the Marina by AEEB, LLC and to secure certain other obligations of Developer to AEEB, Developer is collaterally assigning to AEEB, LLC certain rights of Developer under this Agreement. Metro and WDC acknowledge the assignment of certain rights of Developer under this Agreement and consent to such assignment and agree to recognize AEEB, LLC as the "Developer" under this Agreement in the event of the enforcement of that collateral assignment by AEEB, LLC.

B. If Developer fails to meet one of more of the three dates set forth in Section 1.07B for the Phase I Residential Project, then Metro and/or the WDC shall give notice to AEEB, LLC of Developer's failure to meet any one or more those dates (the "Default Notice"). Metro and the WDC hereby agree, notwithstanding anything to the contrary in this Agreement, that AEEB, LLC shall then have the right to cure the failure of Developer and that each of those dates shall be extended as follows:

(i) if the failure is a failure to obtain all permits required to commence construction of Phase I Residential Building, then the June 30, 2012 date shall be extended to a date that is one (1) year after the date the Default Notice is received by AEEB, LLC; the October 31, 2012 date shall be extended to a date that is sixteen (16) months after the date the Default Notice is received by AEEB, LLC, and the June 30, 2014 date shall be extended to a date that is three (3) years after the date the Default Notice is received by AEEB, LLC.

(ii) if the failure is a failure to commence construction of Phase I Residential Building (not including work previously performed), then the October 31, 2012 date shall be extended to a date that is one (1) year after the date the Default Notice is received by AEEB, LLC, and the June 30, 2014 date shall be extended to a date that is twenty (20) months after the date the Default Notice is received by AEEB, LLC.

(iii) if the failure of a failure to make substantial completion of Phase I Residential Building by June 30, 2014, then that June 30, 2014 date shall be extended to a date that is one (1) year after the date the Default Notice is received by AEEB, LLC.

C. If Developer fails to perform any of its other obligations under this Agreement, Metro and/or the WDC shall give notice to AEEB, LLC of Developer's failure, and AEEB, LLC shall have the same rights to cure the failure or default or breach as Developer does under Section 4.14A, and Metro and the WDC will accept performance by AEEB, LLC.

D. The parties agree not to modify, amend or terminate (except a termination based on a default not cured within any applicable grace, notice or cure period as set forth in this Agreement; provided AEEB, LLC has received notice of such default under this Section 4.17 above and failed to timely cure same) this Agreement without the consent of AEEB, LLC, which consent shall not be unreasonably withheld, delayed or conditioned. AEEB, LLC joins in this Agreement to, and hereby does, agree not to unreasonably withhold, delay or condition its consent.

[Signatures on Following Page]

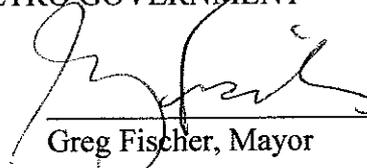
IN TESTIMONY WHEREOF, witness the signatures of the authorized representatives of the parties hereto as of the day and year first written above.

"METRO"

Approved as to form:

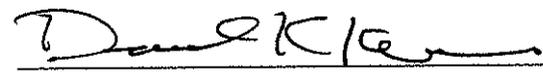
LOUISVILLE/JEFFERSON COUNTY
METRO GOVERNMENT


Assistant County Attorney

By: 
Greg Fischer, Mayor

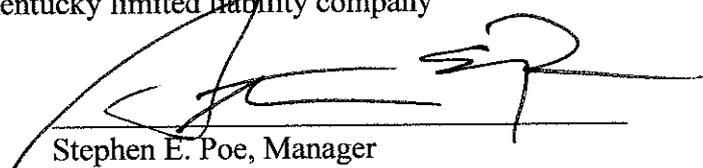
"WDC"

WATERFRONT DEVELOPMENT
CORPORATION

By: 
David K. Karem
President/Executive Director

"DEVELOPER"

RIVER PARTNERS, LLC
a Kentucky limited liability company

By: 
Stephen E. Poe, Manager

AEEB, LLC

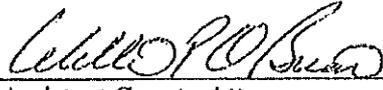
By: counterpart page follows
Steven J. Stogel, Manager

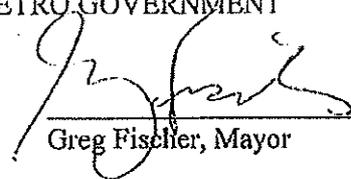
IN TESTIMONY WHEREOF, witness the signatures of the authorized representatives of the parties hereto as of the day and year first written above.

"METRO"

Approved as to form:

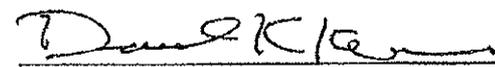
LOUISVILLE/JEFFERSON COUNTY
METRO GOVERNMENT


Assistant County Attorney

By: 
Greg Fischer, Mayor

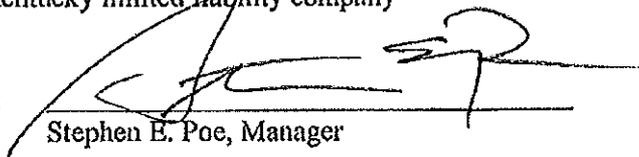
"WDC"

WATERFRONT DEVELOPMENT
CORPORATION

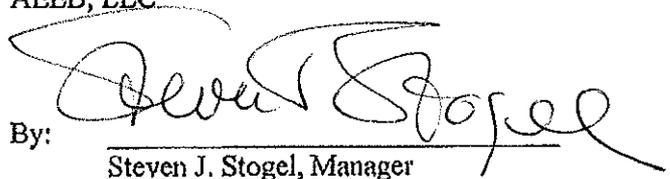
By: 
David K. Karem
President/Executive Director

"DEVELOPER"

RIVER PARTNERS, LLC
a Kentucky limited liability company

By: 
Stephen E. Poe, Manager

AEEB, LLC

By: 
Steven J. Stogel, Manager

EXHIBITS

- A. Development Site**
- B. Previously Approved Plans**
- C. Master Plan**
- D. Master Marina Plan**
- E. Public Walkway Illustration and Route**
- F. Minor Subdivision Plat**
- G. Insurance**
- H. Marina Boat Slip Area**
- I. Litigation Parcel**

EXHIBIT A

Development Site

Drawing Attached

EXHIBIT B

Previously Approved Plans

Drawing Attached

Exhibit B

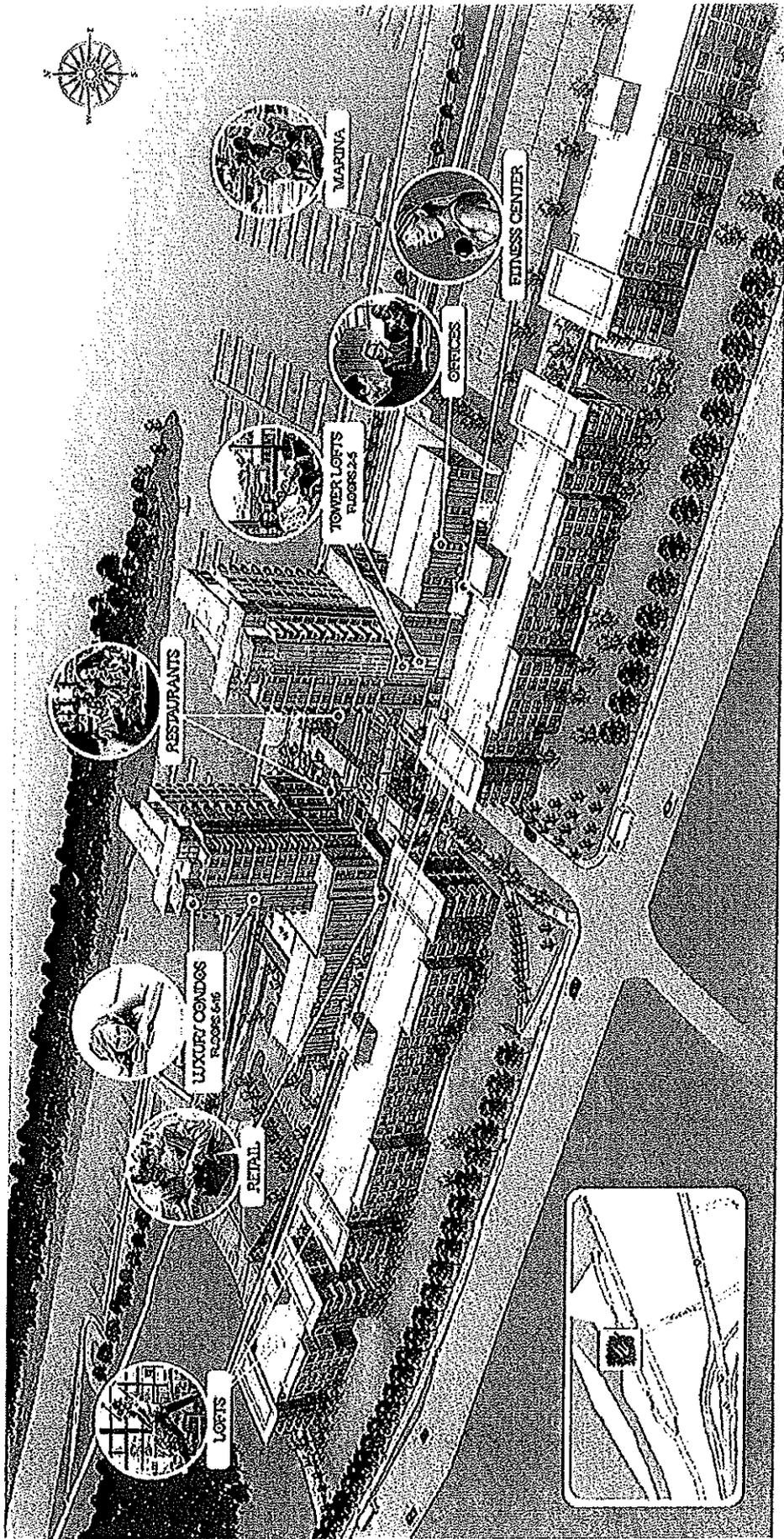
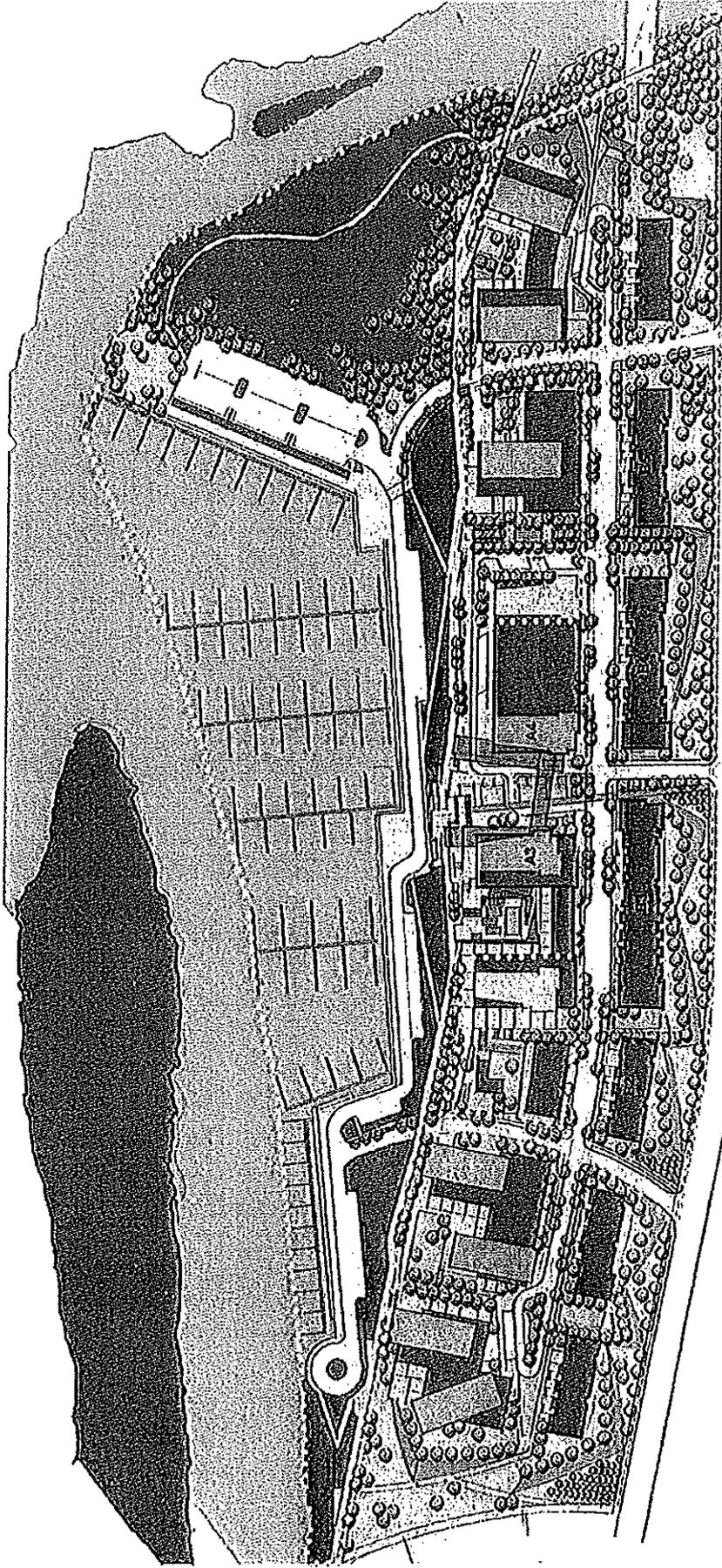


EXHIBIT C

Master Plan

Drawing Attached

Exhibit C



RiverPark Place I DESIGN DEVELOPMENT COMPLETE SITEPLAN

POE Companies K. Norman Berry Associates Architects PLLC +
Goody Clancy + Halvorson Design

EXHIBIT D

Master Marina Plan

Drawing Attached

Exhibit D

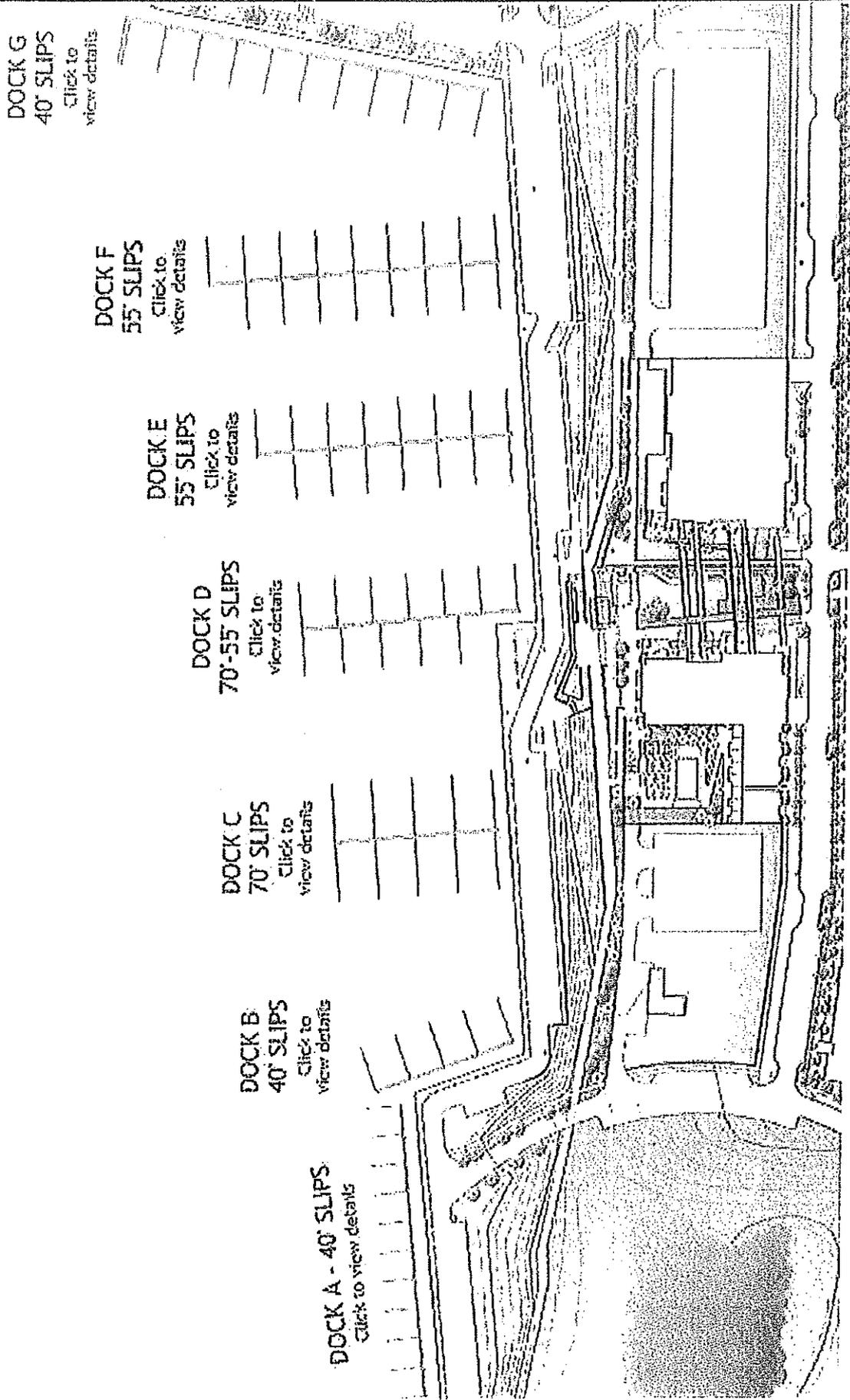


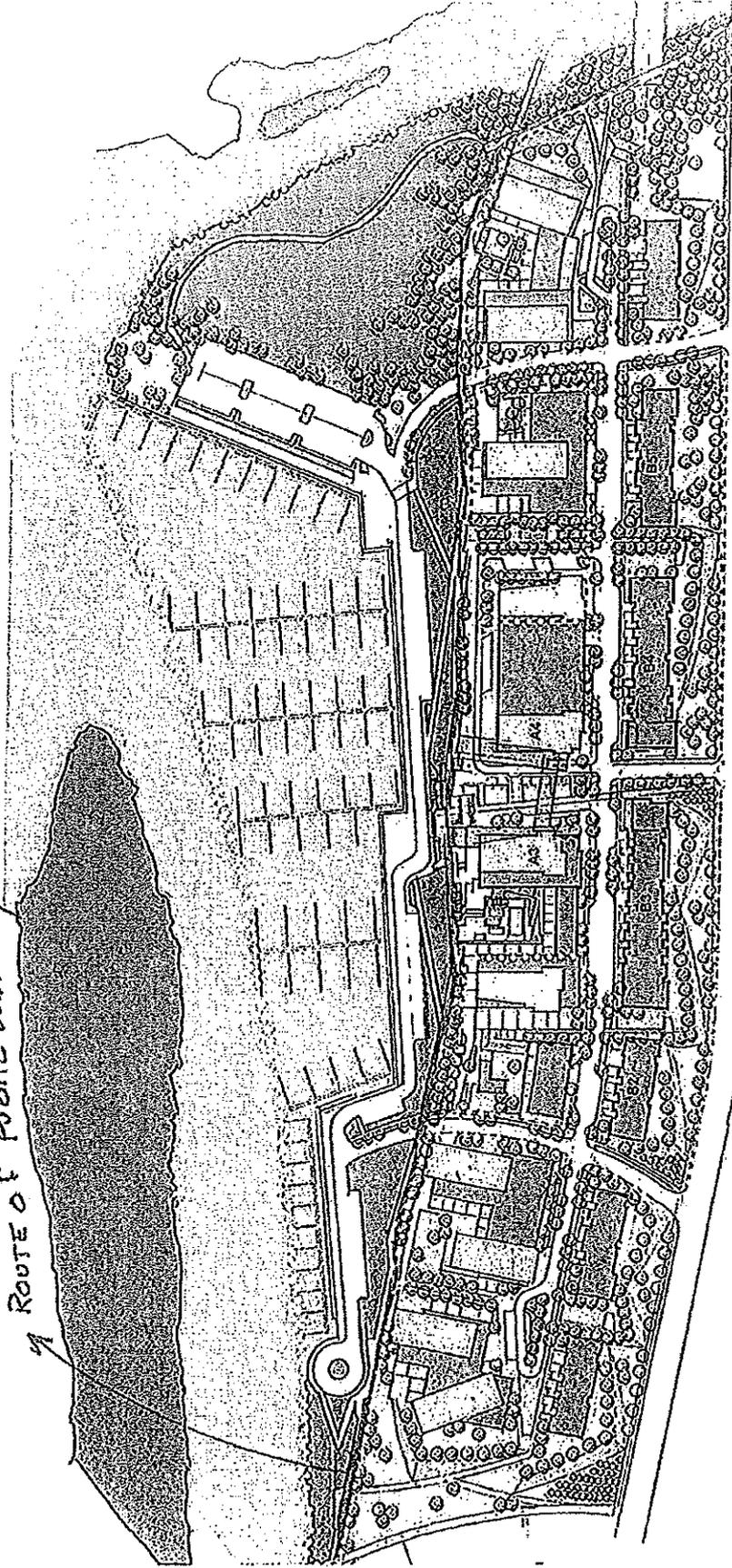
EXHIBIT E

Master Plan

Public Walkway Illustration and Route

Exhibit E

ROUTE OF PUBLIC WALKWAY



RiverPark Place I DESIGN DEVELOPMENT COMPLETE SITEPLAN

POE Companies K. Norman Berry Associates Architects PLLC +
Goody Clancy + Halvorson Design

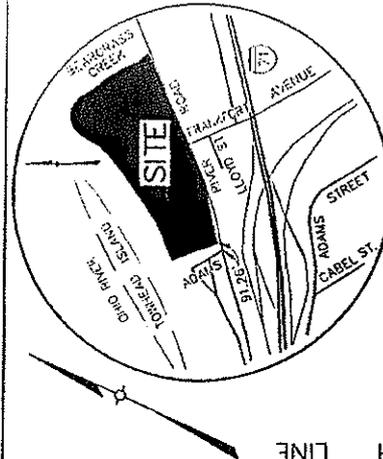
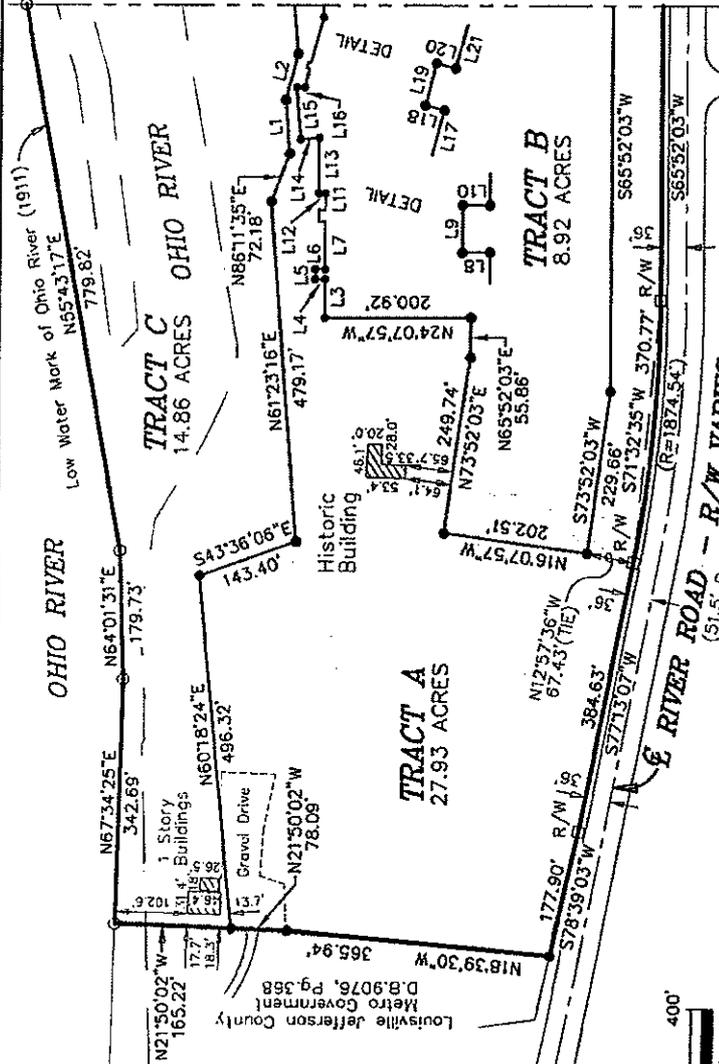
EXHIBIT F

Minor Subdivision Plat

Copy Attached (original of record)

EXHIBIT F (p1 of 3)

LINE	TABLE
L1	N61°21'27"E 75.33'
L2	N79°53'04"E 67.10'
L3	N65°52'03"E 53.58'
L4	N24°07'57"W 73.75'
L5	N65°52'03"E 14.17'
L6	S24°07'57"E 13.75'
L7	N65°52'03"E 66.50'
L8	N24°07'57"W 9.50'
L9	N65°52'03"E 16.58'
L10	S24°07'57"E 9.50'
L11	N65°52'03"E 23.30'
L12	N24°07'57"W 9.50'
L13	N65°52'03"E 78.11'
L14	N28°38'36"W 25.71'
L15	N61°21'24"E 73.34'
L16	S24°07'57"E 10.49'
L17	N80°36'59"E 27.13'
L18	N09°23'01"W 4.25'
L19	N80°36'59"E 9.42'
L20	S09°23'01"E 4.25'
L21	N80°36'59"E 65.72'
L22	N65°52'03"E 106.06'
L23	N24°07'57"W 9.42'
L24	N65°52'03"E 57.03'



CERTIFICATE OF APPROVAL
 Approved this 26 day of Aug, 2011
 Invalid if not recorded before this date: 8/24/11
 BY: [Signature]
 LOUISVILLE METRO PLANNING AND DESIGN SERVICES
 Approval subject to attached certificates.
 Special requirement(s): N/A
 Docket Number: 16183

MINOR SUBDIVISION PLAT
"TO DIVIDE ONE TRACT INTO THREE TRACTS"
 Owner:
 LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT
 Metro Hall/4th Floor 527 W. Jefferson Street
 LOUISVILLE, KENTUCKY 40202-2814
 D.B. 9076, PG. 368 / TAX BLOCK 208, LOT 73
 ZONING: W-2 / DOWNTOWN
 Site Address: 1555 RIVER ROAD
LAND DESIGN & DEVELOPMENT, INC.
 Engineering Land Surveying Landscape Architecture
 503 Washburn Avenue, Suite 101, Louisville, KY 40222
 Phone (502) 426-9374 Fax (502) 426-9375
 PLAT DATE: AUGUST 4, 2011

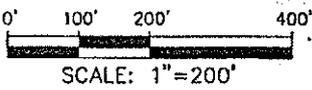
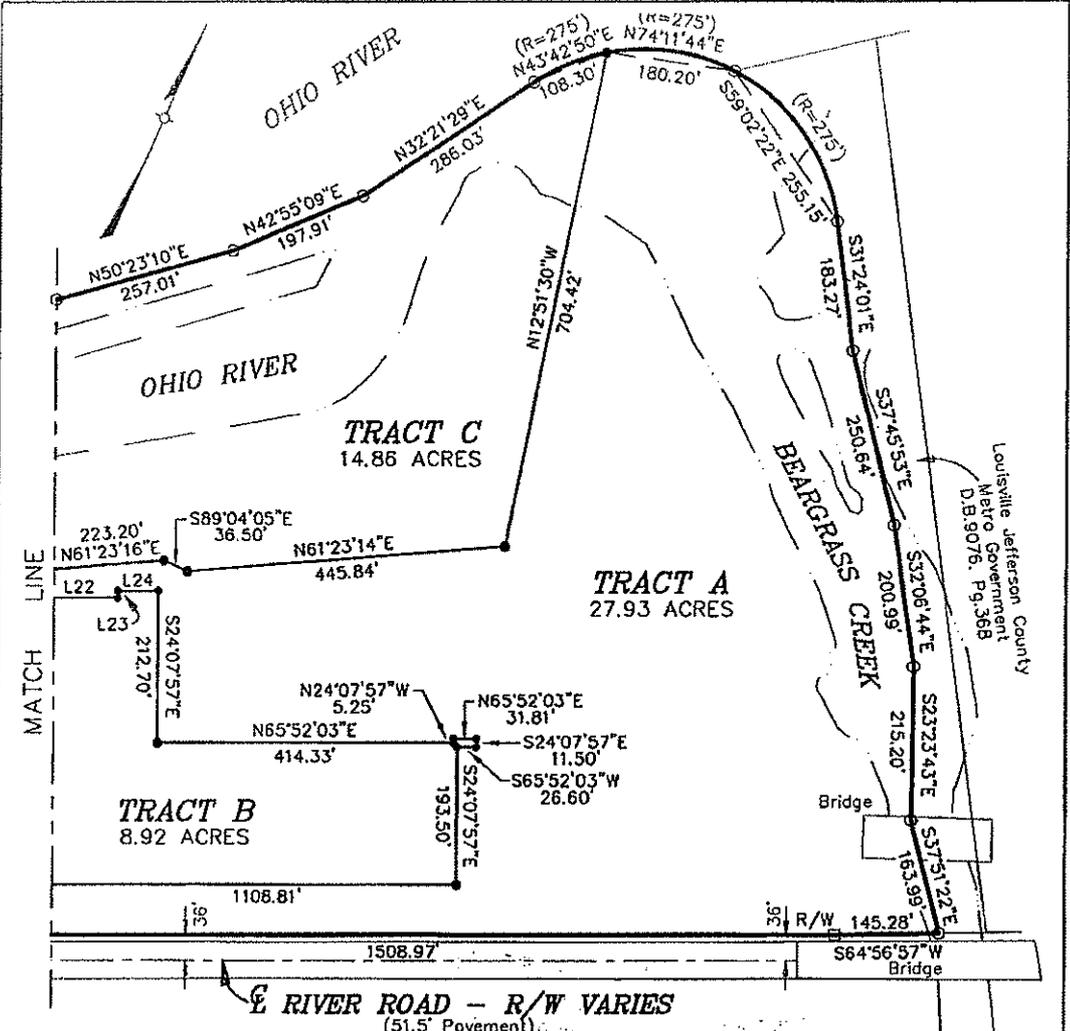
- NOTES:**
- This plat is in accordance with the approved development plan, Docket Number 3-19-06.
 - This site contains protected waterways, Ohio River and Beargrass Creek. Any subsequent development on site is subject to the requirements of chapter 4 section 8 of the Land Development Code.
 - This site is located in Zone "AE", a special flood hazard area from a review of F.E.M.A. Map No. 21111C0025 E, dated December 5, 2006.
 - The horizontal datum for this survey was determined from observation of U.S.G.S. horizontal control monuments which are based on the Kentucky State Plane Coordinate System (NAD 1983).
 - Unadjusted closure for this tract is 1:10,000 feet. This tract has been adjusted for closure. Survey was conducted by Random Traverse Method. This is a Class "A" Survey.

LAND SURVEYOR'S CERTIFICATE
 I hereby certify that this plat and survey were made under my supervision and that the angular and linear measurements as witnessed by monuments shown hereon, are true and correct to the best of my knowledge and belief. This survey meets or exceeds the minimum standards for a class "A" survey as established by the statute of Kentucky, per 201 KAR 18:150 and in effect on the date of this survey.

DAVID B. WINKLER
 3492
 PROFESSIONAL
 LAND SURVEYOR

Surveyor's Signature
 PLS# #3492 8-4-11 Date

EXHIBIT F (p. 2 of 3)



- LEGEND**
- SET 1/2" BY 18" IRON PIN W/CAP STAMPED "WINK 3492"
 - DENOTES POINT INACCESSIBLE
 - R/W □ EX. RIGHT-OF-WAY MONUMENT

NOTES:

1. This plat is in accordance with the approved development plan, Docket Number 3-19-06.
2. This site contains protected waterways, Ohio River and Beargrass Creek. Any subsequent development on site is subject to the requirements of chapter 4, section 8 of the Land Development Code.
3. This site is located in Zone "AE" a special flood hazard area from a review of F.E.M.A. Map No. 21111C0026 E, dated December 5, 2006.
4. The horizontal datum for this survey was determined from observation of U.S.G.S. horizontal control monuments which are based on the Kentucky State Plane Coordinate System (NAD 1983).
5. Unadjusted closure for this tract is 1:10,000 feet. This tract has been adjusted for closure. Survey was conducted by Random Traverse Method. This is a Class "A" Survey.

CERTIFICATE OF APPROVAL

Approved this 26 day of Aug 20 11

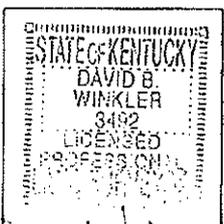
Invalid if not recorded before this date: 8/26/12

BY: David B. Winkler

LOUISVILLE METRO PLANNING AND DESIGN SERVICES
Approval subject to attached certificates.

Special requirement(s): N/A

Docket Number: 16183



LAND SURVEYOR'S CERTIFICATE

I hereby certify that this plot and survey were made under my supervision and that the angular and linear measurements as witnessed by monuments shown hereon, are true and correct to the best of my knowledge and belief. This survey meets or exceeds the minimum standards for a class "A" survey as established by the state of Kentucky, per 201 KAR 18.150, and in effect on the date of this survey.

David B. Winkler #3492 8-4-11
 Surveyor's Signature PLS# Date

MINOR SUBDIVISION PLAT
"TO DIVIDE ONE TRACT INTO THREE TRACTS"

Owner:
 LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT
 METRO HALL/4TH FLOOR 527 W. JEFFERSON STREET
 LOUISVILLE, KENTUCKY 40202-2814
 D.B. 9076, PG. 368 / TAX BLOCK 20B, LOT 73
 ZONING: W-2 / DOWNTOWN
 Site Address: 1555 RIVER ROAD

LAND DESIGN & DEVELOPMENT, INC.
 Engineering Land Surveying Landscape Architecture
 503 Washburn Avenue, Suite 101, Louisville, Ky 40222
 Phone (502) 426-9374 Fax (502) 426-9375

PLAT DATE: AUGUST 4, 2011

EXHIBIT G
INSURANCE REQUIREMENTS

- I. INSURANCE REQUIREMENTS.** Prior to Developer beginning work under this Agreement, Developer shall obtain at its own cost and expense the following types of insurance through insurance companies licensed in the State of Kentucky. Developer shall not commence operations on the Premises until all insurance required under this Agreement has been obtained and until copies of policies or certificates thereof are submitted to and approved by WDC (who may request review by Metro's Risk Management Division).

Without limiting Developer's indemnification requirements, it is agreed that Developer shall maintain in force at all times during this Agreement the following policy or policies of insurance covering its operations:

- A. The following clause shall be added to Developer's Commercial/Comprehensive General Liability Policy:
1. "WDC and the Louisville/Jefferson County Metro Government are added as an 'Additional Insured' as respects operations of the Named Insured under the Agreement."
 2. "It is agreed that any insurance maintained by WDC and the Louisville/Jefferson County Metro Government shall apply in excess of and not contribute with, insurance provided by this policy."
- B. The insurance to be procured and maintained and minimum Limits of Liability shall be as follows, unless different limits are specified by addendum to the Agreement.:
1. **COMPREHENSIVE GENERAL LIABILITY OR COMMERCIAL GENERAL LIABILITY**, via the Occurrence Form, with a \$1,000,000 Combined Single Limit for any one Occurrence for Bodily Injury, Personal Injury and Property Damage, including:
 - a. Premises - Operations Coverage.
 - b. Products and Completed Operations.
 - c. Contractual Liability.
 - d. Personal Injury.
 - e. Fire Legal Liability.
 2. **WORKERS' COMPENSATION** insuring the employers' obligations under Kentucky Revised Statutes Chapter 342. Statutory Limits.
 3. **EMPLOYERS' LIABILITY**: \$100,000 for any one Occurrence.

II. ACCEPTABILITY OF INSURERS. Insurance is to be placed with Insurance Companies with an A. M. Best Rating of no less than "B+ VIII", unless proper financial information relating to the Company is submitted to and approved by Metro's Risk Management Division prior to coverage being bound with such Insurance Company.

III. MISCELLANEOUS.

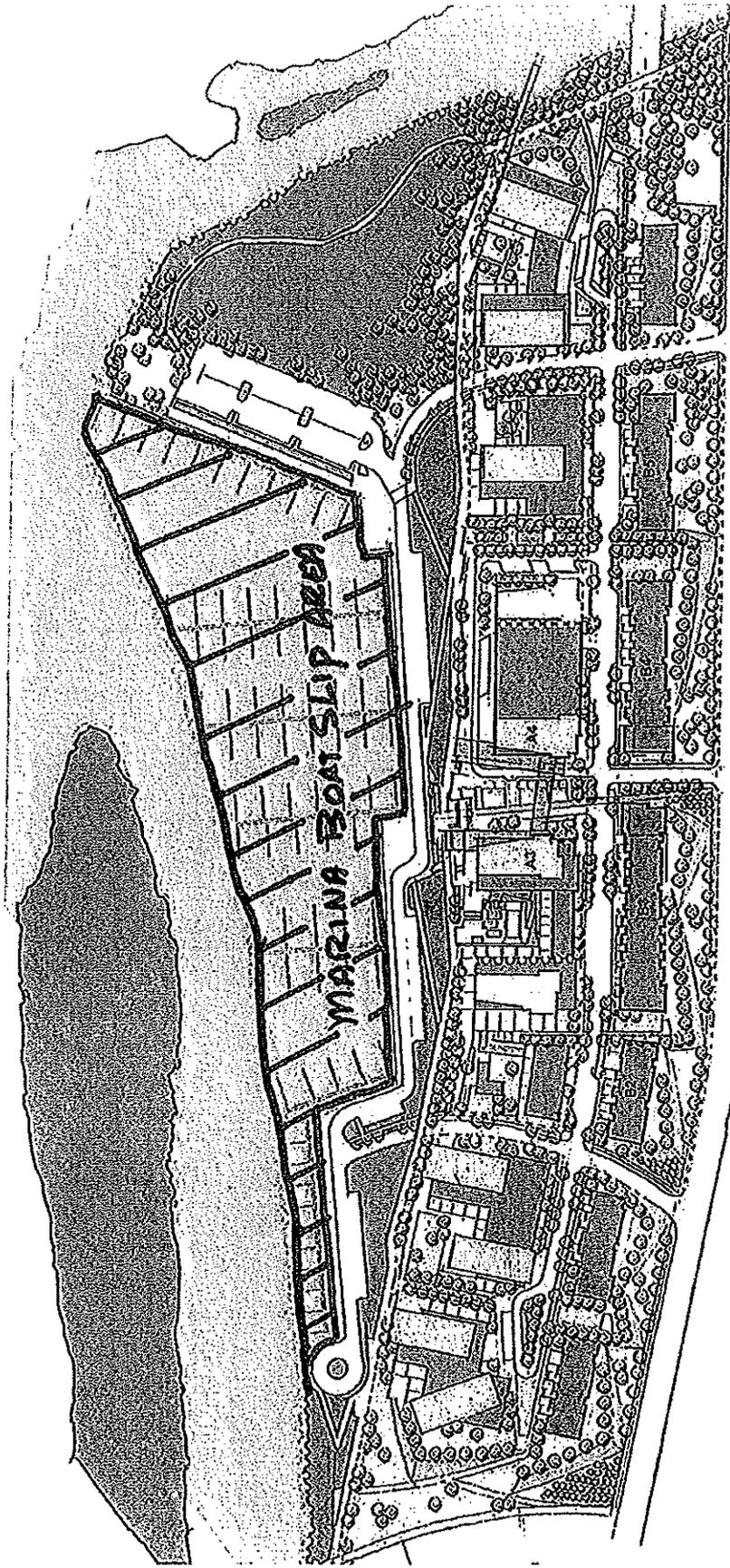
- A.** Developer shall procure and maintain insurance policies as described herein and for which WDC shall be furnished Certificates of Insurance upon the execution of the Agreement. The Certificates shall include provisions stating that the policies may not be cancelled or non-renewed, without WDC having been provided at least thirty (30) days' written notice. The Certificates shall identify the contract to which they apply and shall include the name and address of the person executing the Certificate of Insurance as well as the person's signature. If policies expire before the completion of the Agreement, renewal Certificates of Insurance shall be furnished to WDC before the expiration date.
- B.** Approval of the insurance by WDC shall not in any way relieve or decrease the liability of Developer hereunder. It is expressly understood that WDC does not in any way represent that the specified Limits of Liability or coverage or policy forms are sufficient or adequate to protect the interest or liabilities of Developer.

EXHIBIT H

Marina Boat Slip Area

Drawing Attached

Exhibit H



RiverPark Place | DESIGN DEVELOPMENT COMPLETE SITEPLAN

POE Companies K. Norman Berry Associates Architects PLLC +
Goody Clancy + Halvorson Design

EXHIBIT I

Litigation Parcel

Drawing Attached

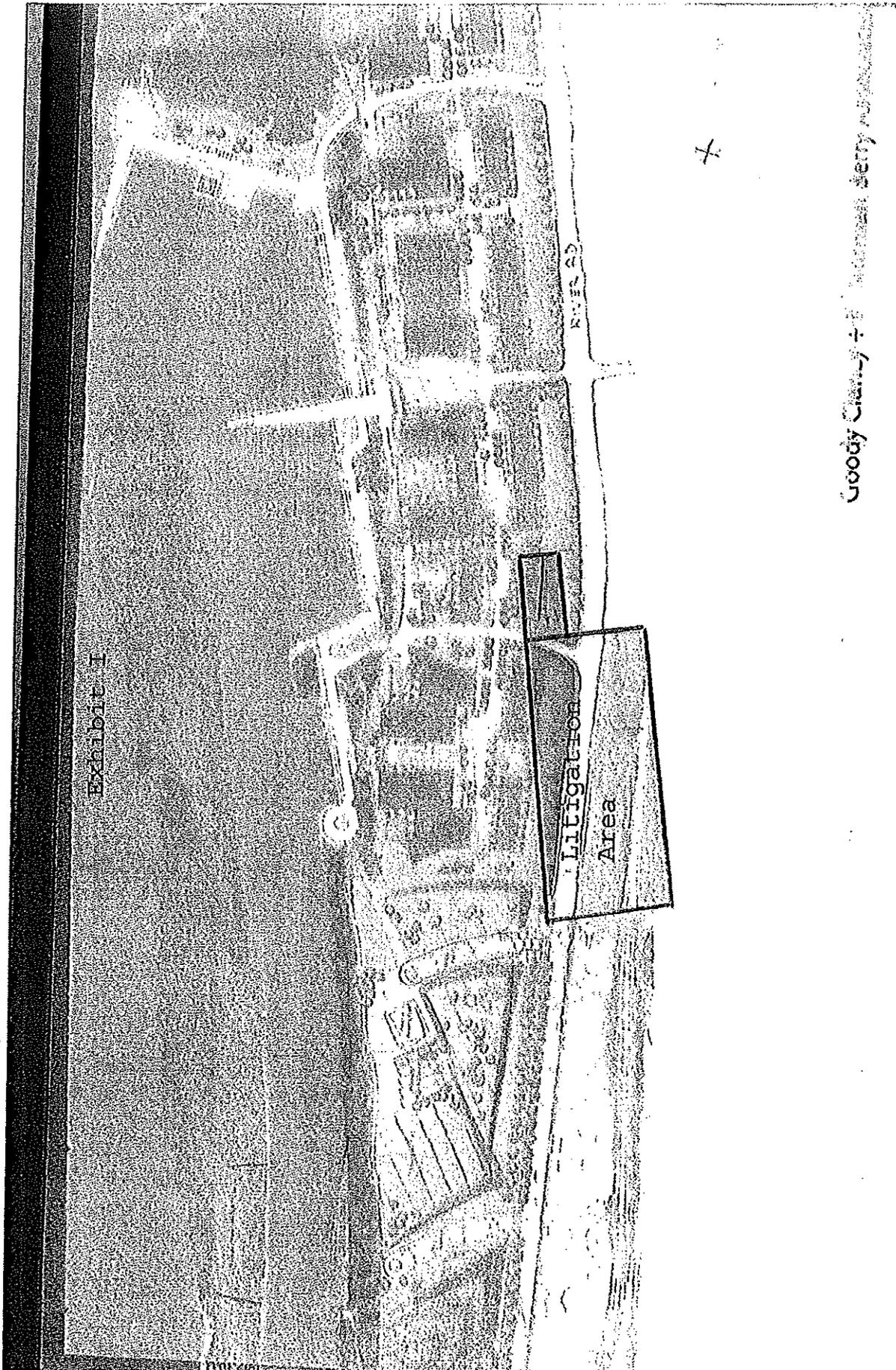


Exhibit I

KING ROAD

LILLAGATOR
Area

Goody Clancy + [illegible]

**FIRST AMENDMENT TO
AMENDED AND RESTATED DEVELOPMENT AGREEMENT**

This First Amendment to Amended and Restated Development Agreement (this "Amendment"), executed by and among River Partners, LLC (the "Developer"), Louisville/Jefferson County Metro Government ("Metro"), acting by and through the Waterfront Development Corporation (the "WDC"), and River Park Apartments I, LLC ("RPA"), this 17 day of July, 2012, Witnesses:

Recitals

WHEREAS, Developer, Metro, and WDC (the "Original Parties") have entered into that certain Amended and Restated Development Agreement dated as of September 23, 2011 (the "Development Agreement");

WHEREAS, pursuant to the Development Agreement, the Project is comprised of the Residential Neighborhood and the Marina Project;

WHEREAS, the Development Agreement contemplates that Developer will construct the entirety of the Project;

WHEREAS, the Development Agreement contemplates that the Residential Neighborhood will be comprised of several phases, the first of which is the Phase I Residential Project;

WHEREAS, the Phase I Residential Project will be constructed on that portion of the Development Site known as the "Phase I Residential Project Site" and now designated Tract B-1, consisting of 2.91 acres, as shown on the Minor Subdivision Plat approved by the Louisville Metro Planning Commission on March 22, 2012, Case No. 16962, a copy of which is attached hereto and the original of which is recorded in the office of the Clerk of Jefferson County, Kentucky;

WHEREAS, as contemplated and permitted by Section 4.10 of the Development Agreement Developer has assigned to RPA a partial interest in the Development Agreement as it relates to the Phase I Residential Project, by a Purchase and Assignment of Partial Development Rights Agreement dated September 26, 2011, between Developer and RPA; and

WHEREAS, as a result of the undertaking by RPA of the construction of the Phase I Residential Project on the Phase I Residential Project Site, the parties seek to amend the Development Agreement to: (a) acknowledge that the Phase I Residential Project is now a separate legal parcel from the remainder of the Residential Neighborhood and the Project; (b) acknowledge that RPA has the rights set forth in the Development Agreement, to the extent applicable to the Phase I Residential Project; and (c) acknowledge that RPA has assumed the obligations set forth in the Development Agreement, to the extent applicable to the Phase I Residential Project;

Agreement

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

1. Acknowledgements and Approvals. All parties acknowledge that the Phase I Residential Project hereby is a separate legal parcel from the Residential Neighborhood and, accordingly, the Project. As a result:

- (a) all rights set forth in the Development Agreement, to the extent applicable to the Phase I Residential Project and/or the Phase I Residential Project Site are extended to RPA, with the result being that Developer no longer shall have any rights under the Development Agreement with respect to the Phase I Residential Project or the Phase I Residential Project Site;

- (b) all obligations set forth in the Development Agreement, to the extent applicable to the Phase I Residential Project and/or the Phase I Residential Project Site assumed by RPA; and
- (c) Developer shall retain all rights and obligations with respect to: (i) the remainder of the Residential Neighborhood, including all subsequent phases of construction (the "Residential Neighborhood Remainder"); (ii) the Marina and the Marina Project; and (iii) the remainder of the Development Site (the "Development Site Remainder"); accordingly, RPA shall have no rights or obligations with respect to the Residential Neighborhood Remainder, the Marina, the Marina Project, and/or the Development Site Remainder.

In addition, and notwithstanding anything to the contrary set forth in the Development Agreement (including, without limitation, the definition of "Lot" and the limitation thereof to the dripline of a residential building as set forth in Section 2.01), Metro and WDC agree and approve Tract B-1 as a "Lot".

2. References. As a result of the foregoing, all references in the Development Agreement to:

- (a) "Developer" shall be deemed to be references to RPA, to the extent that such references relate to rights and/or obligations with respect to the Phase I Residential Project;
- (b) the "Development Site" shall be deemed to be references to the Development Site Remainder and/or the Phase I Residential Project Site, as applicable;
- (c) the "Project" shall be deemed to be references to: (i) the Residential Neighborhood Remainder, the Marina, and/or the Marina Project; and/or (ii) the Phase I Residential Project; as applicable; and
- (d) the "Residential Neighborhood" shall be deemed to be references to the Residential Neighborhood Remainder and/or the Phase I Residential Project, as applicable.

3. Confirmations. Metro and/or WDC, as applicable, confirm and/or acknowledge that:

- (a) The plans for the Phase I Residential Project: (i) are consistent with the Previously Approved Plans; (ii) fall within the definition of "Residential Neighborhood", as set forth in Section 1.03 of the Development Agreement; (iii) are consistent with the "Master Plan" attached to the Development Agreement as Exhibit C; (iv) reflect one or more buildings and/or structures that are consistent with the definition of "Phase I Residential Building", as set forth in Section 1.03 of the Development Agreement; (v) satisfy the requirements set forth in Section 1.03A through Section 1.03I, to the extent applicable to the Phase I Residential project; and (vi) have been reviewed by WDC to extent desired by WDC to constitute Final Construction Plans for the Phase I Residential project as contemplated by Section 1.08 of the Development Agreement, except only that landscaping plans have only been reviewed (and approved) conceptually, with final detailed landscaping plans remaining subject to review, comment and approval by WDC.
- (b) The Phase I Residential Project Site is located within the Litigation Parcels, and the indemnification obligations set forth in Section 2.05E are extended in favor of RPA.

4. RPA Lease. The terms and conditions of the Development Agreement with respect to the Remainder Property Lease shall not apply with respect to the Phase I Residential Project Site. Instead, Metro and/or WDC, as applicable, shall enter into a ground lease with RPA for the Phase I Residential Project Site (the "RPA Lease"). The RPA Lease shall:

- (a) be on terms and conditions consistent with those outlined in Section 2.02 and Section 3.01, to the extent applicable to the Phase I Residential Project and the Phase I Residential Project Site; provided that: (i) the term of the RPA Lease shall commence on the date on which RPA closes on its financing for the construction of the Phase I Residential Project (the "Construction Loan"); and (ii) no portion of the \$150,000.00 referenced in Section 2.02 of the Development Agreement shall be payable by RPA;
- (b) contain such ground-leasehold mortgagee protection provisions as reasonably are required by the lender providing the Construction Loan; and
- (c) be separate and distinct from, and in no way cross-defaulted with: (i) the Development Agreement; (ii) the Ground Lease, the Remainder Property Lease, or any Lot Lease; (iii) any other ground lease, lease, or other occupancy or other agreement for any portion of the Development Site Remainder; and (iv) any obligation of any other party with respect to the Development Site Remainder.

5. Acquisition by RPA.

- (a) Entire Site. Notwithstanding anything to the contrary set forth in the Development Agreement (including, without limitation, the definition of "Lot" and the limitation thereof to the dripline of a residential building as set forth in Section 2.01), RPA shall have the right to purchase the entirety of the Phase I Residential Project Site for the Purchase Price. Accordingly, in connection with the Phase I Residential Project and/or the Phase I Residential Project Site, all references to a Lot shall be deemed to be references to the entirety of the Phase I Residential Project Site.
- (b) Metro's Lien. The terms and conditions of the final sentence of Section 3.01C, commencing with "Notwithstanding" and addressing Metro's Lien, shall not apply in connection with the Closing of the acquisition by RPA of the Phase I Residential Project Site.
- (c) Conditions. Metro hereby confirms that, as of the date set forth in the introductory paragraph of this Amendment, all of the conditions set forth in Section 3.03A.1 through 3 inclusive, to the extent applicable to the Phase I Residential Project Site, have been satisfied in full or waived in writing.

6. Defaults. As a result of the creation of the Phase I Residential Project Site as a legal parcel separate from the Development Site; pursuant to Section 1, and notwithstanding anything to the contrary set forth herein or in the Development Agreement, the obligations of RPA with respect to the Phase I Residential Project and the Phase I Residential Project Site are separate and distinct from, and in no way cross-defaulted with, the obligations of Developer with respect to the Residential Neighborhood Remainder, the Marina, the Marina Project, and/or the Development Site Remainder. Accordingly, no failure by Developer to satisfy its obligations pursuant to the Development Agreement shall: (a) constitute a failure or default of any kind by RPA; (b) have any effect on the rights of RPA pursuant to the Development Agreement or this Amendment, including, specifically, that such failure shall have no effect on the rights of RPA with respect to the Phase I Residential Project and/or the Phase I Residential Site; or (c) be deemed to confer upon Metro or WDC any right to seek to enforce any remedies against RPA (including, without limitation, that neither Metro nor WDC shall have any right to: (i) pursue any legal action against RPA in connection with a failure by Developer to satisfy its obligations pursuant to the Development Agreement; or (ii) terminate the Development Agreement, to the extent applicable to the Phase I Residential Project and/or the Phase I Residential Site).

7. Assignment. As evidenced by the signatures to this Agreement, Metro and WDC acknowledge the assignments of the rights and obligations of Developer set forth in the Development Agreement, to the extent applicable to the Phase I Residential Project and/or the Phase I Residential Project Site. Metro

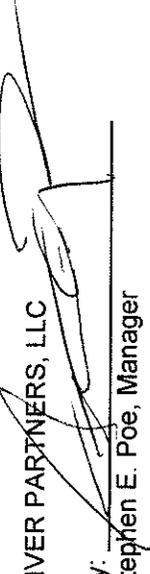
and WDC hereby consent to the collateral assignment by RPA of its rights under the Development Agreement and this Amendment to the lender providing the Construction Loan.

8. Notice. All notices to RPA shall be delivered in the method specified in Section 4.07 of the Development Agreement, addressed as follows: c/o REI Real Estate Services, LLC, 11711 North Pennsylvania Street, Suite 200, Carmel, Indiana 46032, Attn: Jeremy Stephenson, with a copy to Karl P. Haas, Esq., Wallack Somers & Haas, P.C., One Indiana Square, Suite 2300, Indianapolis, Indiana, 46204.

9. Miscellaneous. This Amendment shall be construed in accordance with the laws of the Commonwealth of Kentucky. The invalidity or unenforceability of any term or condition of this Amendment shall not affect the other terms and conditions, and this Amendment shall be construed in all respects as if such invalid or unenforceable term or condition had not been contained herein. All capitalized terms used but not defined in this Amendment shall have the meanings ascribed to such terms in the Development Agreement. In the event of any conflict between the Development Agreement and this Amendment, the terms and conditions of this Amendment shall control. Except as expressly provided in this Amendment, all of the terms and conditions of the Development Agreement shall remain in full force and effect. All Schedules referenced herein are attached hereto and incorporated herein by reference.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date set forth above.

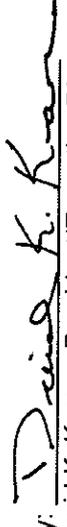
RIVER PARTNERS, LLC

By: 
Stephen E. Poe, Manager

LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT

By: 
Greg Fischer, Mayor

WATERFRONT DEVELOPMENT CORPORATION

By: 
David K. Kareem, President/Executive Director

RIVER PARK APARTMENTS I, LLC
BY: REI Real Estate Services, LLC
Its Manager

By: REI Investments, Inc.
Its Manager

By: 
Jeffrey S. Spoorlefer, Treasurer

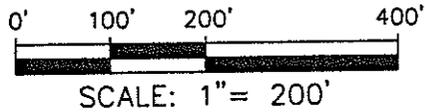
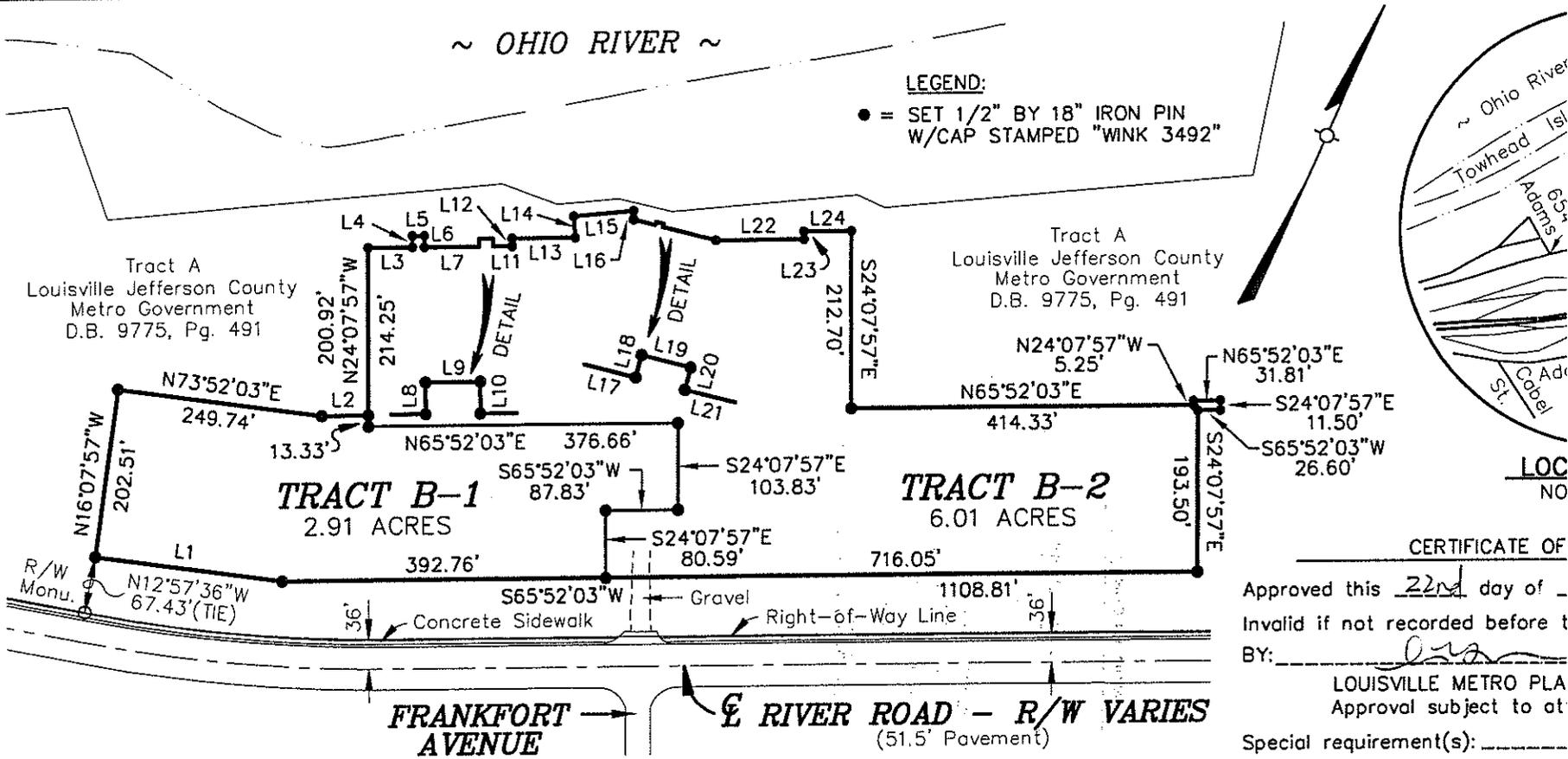
AEEB CONSENT

Section 4.17 of the Development Agreement requires that the parties obtain the consent of AEEB, LLC ("AEEB") in connection with any modification or amendment of the Development Agreement. AEEB acknowledges that it has consented to the amendment of the Development Agreement pursuant to this Amendment.

AEEB, LLC
By: 
Steven J. Stogel, Manager

G:\Current Projects\04013\dwg\PLATS\04013mpl3.dwg 3/16/2012

LINE TABLE	
L1	S73°52'03"W 229.66'
L2	N65°52'03"E 55.86'
L3	N65°52'03"E 53.58'
L4	N24°07'57"W 13.75'
L5	N65°52'03"E 14.17'
L6	S24°07'57"E 13.75'
L7	N65°52'03"E 66.50'
L8	N24°07'57"W 9.50'
L9	N65°52'03"E 16.58'
L10	S24°07'57"E 9.50'
L11	N65°52'03"E 23.30'
L12	N24°07'57"W 9.50'
L13	N65°52'03"E 78.11'
L14	N28°38'36"W 25.71'
L15	N61°21'24"E 73.34'
L16	S24°07'57"E 10.49'
L17	N80°36'59"E 27.13'
L18	N09°23'01"W 4.25'
L19	N80°36'59"E 9.42'
L20	S09°23'01"E 4.25'
L21	N80°36'59"E 65.72'
L22	N65°52'03"E 106.06'
L23	N24°07'57"W 9.42'
L24	N65°52'03"E 57.03'



STATE OF KENTUCKY
 DAVID B. WINKLER
 3492
 LICENSED PROFESSIONAL LAND SURVEYOR

LAND SURVEYOR'S CERTIFICATE
 I hereby certify that this plat and survey were made under my supervision and that the angular and linear measurements as witnessed by monuments shown hereon, are true and correct to the best of my knowledge and belief. This survey meets or exceeds the minimum standards for a class "A" survey as established by the state of Kentucky, per 201 KAR 18.150 and in effect on the date of this survey.

David B. Winkler # 3492 3-16-12
 Surveyor's Signature PLS# Date

NOTES:

1. A Vehicular Ingress/Egress Easement and a Shared Parking Agreement are recorded in D.B. 9775, Pg. 491, dated September 23, 2011.
2. A General Pedestrian Ingress/Egress Easement was recorded by D.B. 9775, Pg. 491, dated September 23, 2011 for the proposed bike/ped path.
3. This plat is in accordance with the approved development plan, Docket Numbers 3-19-06 & B-184-06 and Case Numbers 16244 & 16740.
4. This site is located in Zone "AE" a special flood hazard area from a review of F.E.M.A. Map No. 21111C0026 E, dated December 5, 2006.
5. The horizontal datum for this survey was determined from observation of U.S.G.S. horizontal control monuments which are based on the Kentucky State Plane Coordinate System (NAD 1983).
6. Unadjusted closure for this tract is 1:10,000 feet. This tract has been adjusted for closure. Survey was conducted by Random Traverse Method. This is a Class "A" Survey.

LEGEND:
 ● = SET 1/2" BY 18" IRON PIN
 W/CAP STAMPED "WINK 3492"

CERTIFICATE OF
 Approved this 22nd day of _____
 Invalid if not recorded before t
 BY: _____
 LOUISVILLE METRO PLA
 Approval subject to at
 Special requirement(s): _____
 Case Number: _____

MINOR SUBDIVISION
"TO CREATE 2 TRACTS"
 Owner:
 LOUISVILLE/JEFFERSON COUNTY
 METRO HALL/4TH FLOOR 52
 LOUISVILLE, KENTUCKY
 D.B. 9775, PG. 491 / TA)
 ZONING: W-2 /
 Site Address: 160
LAND DESIGN & DESIGN
 Engineering Land Surveying
 503 Washburn Avenue, Suite
 Phone (502) 426-9374
 PLAT DATE: MAR

~ OHIO RIVER ~

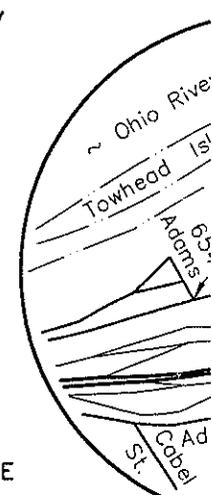
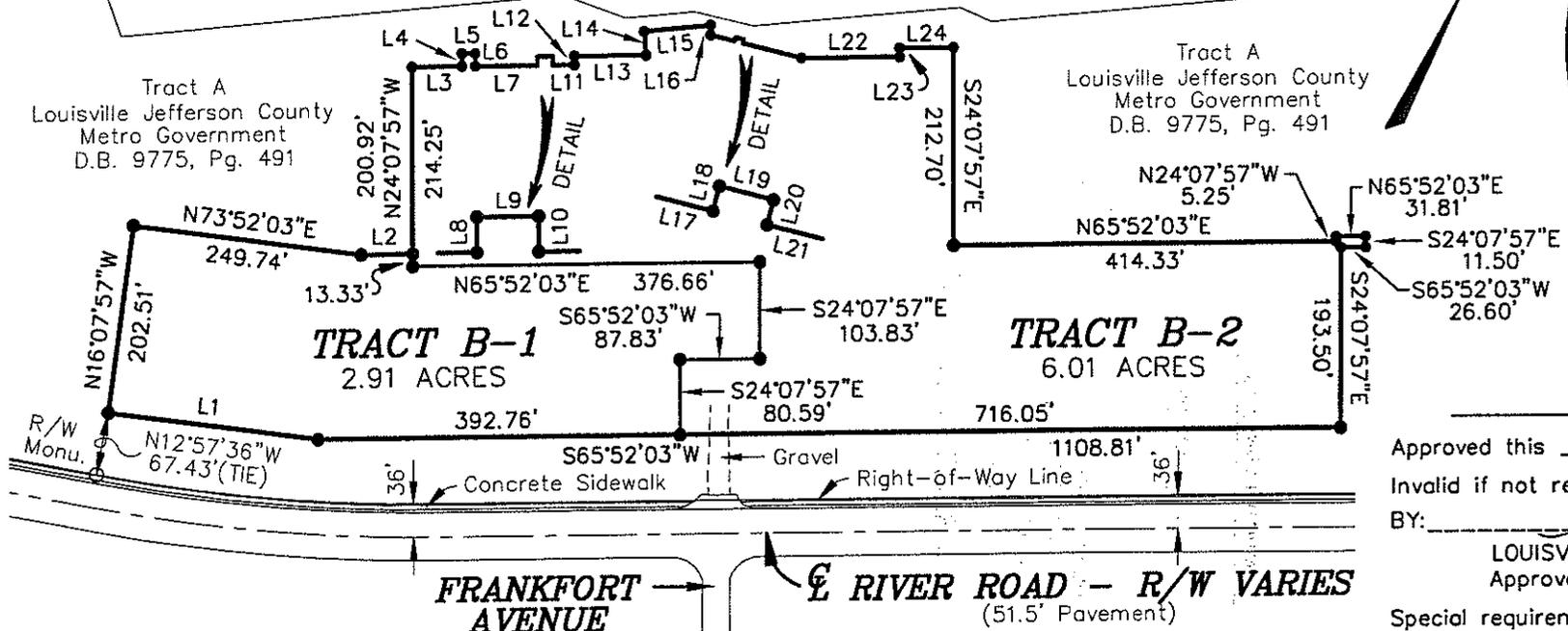
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Tract A
Louisville Jefferson County
Metro Government
D.B. 9775, Pg. 491

Tract A
Louisville Jefferson County
Metro Government
D.B. 9775, Pg. 491



LOC
NC

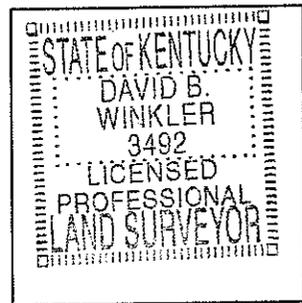
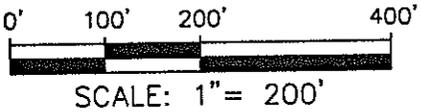
CERTIFICATE OF

Approved this 22nd day of _____
Invalid if not recorded before I
BY: _____

LOUISVILLE METRO PLA
Approval subject to at

Special requirement(s): _____

Case Number: _____



LAND SURVEYOR'S CERTIFICATE
I hereby certify that this plat and survey were made under my supervision and that the angular and linear measurements as witnessed by monuments shown hereon, are true and correct to the best of my knowledge and belief. This survey meets or exceeds the minimum standards for a class "A" survey as established by the state of Kentucky, per 201 KAR 18.150 and in effect on the date of this survey.

David B. Winkler # 3492 3-16-12
Surveyor's Signature PLS# Date

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**MINOR SUBDIVISION
"TO CREATE 2 TRACTS"**

Owned by
LOUISVILLE/JEFFERSON COUNTY
METRO HALL/4TH FLOOR 52
LOUISVILLE, KENTUCKY
D.B. 9775, PG. 491 / TA:
ZONING: W-2 /
Site Address: 160

LAND DESIGN & DEVELOPMENT

Engineering Land Surveying
503 Washburn Avenue, Suite
Phone (502) 426-9374

PLAT DATE: MAR

G:\Current Projects\04013\dwg\PLATS\04013mpl3.dwg 3/16/2012

