

**PURCHASE AGREEMENT
(IMPROVED PROPERTY)**

Date: January 7, 2026

- A. **BUYER:** City of Greenfield, Indiana (“Buyer”) agrees to buy the following property from the owner, Howard Holtzclaw, Trustee of the Louis R. Holtzclaw and Marlene M. Holtzclaw Trust Dated December 15, 2008 (“Seller”) for the consideration and subject to the following terms, provisions, and conditions:
- B. **PROPERTY:** The property (“Property”) is known as the Holtzclaw property in Center Township, Hancock County, Greenfield, Indiana, legally described on Exhibit A together with any existing permanent improvements and fixtures attached (unless leased or excluded), including, but not limited to, electrical and/or gas fixtures home heating fuel, heating and central air-conditioning equipment and all attachments thereto, built-in kitchen equipment, sump pumps, water softener, water purifier, gas grills, fireplace inserts, gas logs and grates, central vacuum equipment, window shades/blinds, curtain rods, drapery poles and fixtures, ceiling fans and light fixtures, towel racks and bars, storm doors, windows, awnings, TV antennas, satellite dishes and controls, storage barns, all landscaping, mailbox, and garage door opener with controls.

All items sold shall be fully paid for by Seller at time of closing and transactions. Buyer should verify total square footage, land, room dimensions or community amenities if material.

- C. **PRICE:** Buyer will pay the total purchase price of \$855,000.00 for the Property. If Buyer obtains an appraisal of the Property, this Agreement is contingent upon the Property appraising at no less than the agreed upon purchase price.
- D. **METHOD OF PAYMENT: CASH:** The entire purchase price shall be paid in cash and no financing is required.
- E. **CLOSING:** The closing of the sale (“the Closing Date”) shall be on or before 30 days after execution of this Agreement. This Agreement shall terminate unless an extension of time is mutually agreed to in writing. Any closing date earlier than the latest date above must be by mutual written agreement of the parties. The settlement or closing fee incurred in conducting the settlement charged by the closing agent or company shall be shared equally.

Notwithstanding terms to the contrary, the Parties agree that as a condition to closing, all funds delivered to the closing agent’s escrow account be in such form that the closing agent shall be able to disburse in compliance with I.C.27-07-3-7 et. seq. Therefore, all funds from a single source of \$10,000 or more shall be wired unconditionally to the closing agent’s escrow account and all funds under \$10,000 from a single source shall be good funds as so defined by statute.

F. **POSSESSION:**

1. The possession of the Property shall be delivered to Buyer at closing. For each day Seller is entitled to possession after closing. Seller shall pay to Buyer at closing \$100.00 per day. If Seller does not deliver possession by the date and time required in the first sentence of this paragraph, Seller shall pay Buyer \$100.00 per day as liquidated damages until possession is delivered to Buyer; and Buyer shall have all other legal and equitable remedies available against the Seller.
2. **Maintenance of Property:** Seller shall maintain the Property in its present condition until its possession is delivered to Buyer, subject to repairs in response to any inspection. Buyer may inspect the Property prior to closing to determine whether Seller has complied with this paragraph. Seller shall remove all debris and personal property not included in the sale.
3. **Casualty Loss:** Risk of loss by damage or destruction to the Property prior to the closing shall be borne by Seller, including any deductible(s). In the event any damage or destruction is not fully repaired prior to closing, Buyer, at Buyer's option, may either **(a) terminate this Agreement with prompt return of earnest money to Buyer or (b) elect to close the transaction**, in which event Seller's right to all real property insurance proceeds resulting from such damage or destruction shall be assigned in writing by Seller to Buyer.
4. **Utilities/Municipal Services:** Seller shall pay for all municipal services and public utility charges through the day of possession.

G. **SURVEY:** Buyer shall receive a **BOUNDARY SURVEY**, which is a survey where corner makers of the Property are set prior to closing; at Seller's expense. The survey shall (1) be received prior to closing and certified as of a current date, (2) be reasonably satisfactory to Buyer, (3) show the location of all improvements and easements, and (4) show the flood zone designation of the Property. If Buyer waives the right to conduct a survey, the Seller, the Listing and Selling Brokers, and all salespersons associated with Brokers are released from any and all liability relating to any issues that could have been discovered by a survey. The release shall survive the closing.

H. **FLOOD AREA/OTHER:** Buyer **may not** terminate this Agreement if the Property requires flood insurance. Buyer **may not** terminate this Agreement if the Property is subject to building or use limitations by reason of the location, which materially interfere with Buyers' intended use of the Property.

I. **ENVIRONMENTAL CONTAMINANTS ADVISORY/RELEASE:** Buyer is **STRONGLY ADVISED** to obtain inspections (see below) to fully determine the condition of the Property and its environmental status. The **ONLY** way to determine if Environmental Contaminants are present at the Property at harmful levels is through inspections.

Buyer and Seller agree to consult with appropriate experts and accept all risks for Environmental Contaminants.

J. INSPECTIONS:

Buyer has been made aware that independent inspections disclosing the condition of the property are available and has been afforded the opportunity to require such inspections as a condition of this Agreement.

BUYER WAIVES THE RIGHT TO HAVE INDEPENDENT INSPECTIONS

Buyer **WAIVES** inspections and relies upon the condition of the Property based upon Buyer's own examination and releases the Seller, the Listing and Selling Broker and all salespersons associated with Brokers from any and all liability relating to any defect or deviancy affecting the Property, which release shall survive the closing. Required FHA/VA or lender inspections are not included in this waiver.

INSPECTION/RESPONSE PERIOD: Buyer shall order all independent inspections immediately after acceptance of the Purchase Agreement. Buyer shall have 30 days beginning the day following the date of acceptance of the Purchase Agreement to respond to the inspection report(s) in writing to Seller (see "Buyer's Inspection Response").

Inspections may include but are not limited to the condition of the following systems and components: heating, cooling, electrical, plumbing, roof, walls, ceilings, floors foundation, basement, crawl space, well/septic, water, wood destroying insects and organisms, lead-based paint (note: intact lead-based paint that is in good condition is not necessarily a hazard), radon, mold and other biological contaminants. If the initial inspection report reveals the presence of lead-based paint, radon, mold and other biological contaminants, or any other condition that requires further examination or testing then Buyer shall have 30 additional days to order, receive and respond in writing to any additional reports.

If the Buyer does not comply with any Inspection/Response Period or make a written objection to any problem revealed in a report within the applicable Inspection/Response Period, the Property shall be deemed to be acceptable. If one party fails to respond or request in writing an extension of time to respond to the party's Independent Inspection Response, then that inspection response is accepted. A timely request for extension is not an acceptance of the inspection response, whether or not granted. A REASONABLE TIME PERIOD TO RESPOND IS REQUIRED TO PREVENT MISUSE OF THIS ACCEPTANCE PROVISION. Factors considered in determining reasonable time periods include, but are not limited to, availability of responding party to respond, type and expense of repairs requested and need of responding party to obtain additional opinions to formulate a response.

If the Buyer reasonably believes that the Inspection Report reveals a **DEFECT** with the Property (under Indiana law, "Defect" means a condition that would have a significant adverse effect on the value of the Property, or that if not repaired, removed, or replaced would significantly shorten or adversely affect the expected normal life of the premises), and the Seller is unable or unwilling to remedy the

defect to the Buyer's reasonable satisfaction before closing (or at a time otherwise agreed to by the parties), then Buyer may terminate this Agreement or waive such defect and the transaction shall proceed toward closing. BUYER AGREES THAT ANY PROPERTY DEFECT PREVIOUSLY DISCLOSED BY SELLER, OR ROUTINE MAINTENANCE AND MINOR REPAIR ITEMS MENTIONED IN ANY REPORT, SHALL NOT BE A BASIS FOR TERMINATION OF THIS AGREEMENT.

K. DISCLOSURES:

1. Buyer has not received and executed SELLER'S RESIDENTIAL REAL ESTATE SALES DISCLOSURE.
2. Buyer has not received and executed a LEAD-BASED PAINT CERTIFICATION AND ACKNOWLEDGMENT.

L. TITLE APPROVAL: Prior to closing, Buyer shall be furnished with a title insurance commitment for the most current and comprehensive ALTA Owner's Title Insurance Policy available in the amount of the purchase price showing marketable title to Property in Seller's name, Seller must convey title free and clear of any encumbrances and title defects, with the exception of any mortgage assumed by Buyer and any restrictions or easements of record not materially interfering with Buyer's intended use of the Property. A title company, at Buyer's request, can provide information about availability of various additional title insurance coverages and endorsements and the associated costs.

OWNER'S TITLE INSURANCE PREMIUM and that portion of Title Service Fees incurred to prepare the Owner's Policy (including title search and examination and commitment preparation), to be paid by Seller.

The parties agree that Buyer will select a title insurance company to issue a title insurance policy and will order the commitment immediately. Pursuant to Federal and State law, Seller cannot make Seller's selection of a title insurance provider a condition of this Agreement.

Seller agrees to pay the cost of obtaining all other documents necessary to perfect title (including the cost of the deed and vendor's affidavit), so that marketable title can be conveyed.

M. TAXES:

1. Buyer will assume and pay all taxes on the Property beginning with the taxes due and payable on May 10, 2027 and all taxes due thereafter. At or before closing, Seller shall pay all taxes for the Property payable before that date.
2. All taxes that have accrued for any **prior calendar year** that remain unpaid shall be paid by Seller either to the County Treasurer and/or the Buyer in the form of a credit at closing. All taxes that have accrued for the **current calendar year** shall be prorated on a calendar-year basis as of the day immediately prior to the Closing Date.

For purposes of paragraph 1 and 2: For the purpose of determining the credit amount for accrued but unpaid taxes, taxes shall be assumed to be the same as the most recent year when taxes were billed based upon *certified* tax rates. This shall be a final settlement.

- N. **PRORATIONS AND SPECIAL ASSESSMENTS:** Insurance, if assigned to Buyer, interest on any debt assumed or taken subject to, any rents, all other income and ordinary operating expenses of the Property, including but not limited to, public utility charges shall be prorated as of the day immediately prior to the Closing Date. Seller shall pay any special assessments applicable to the Property for municipal improvements previously made to benefit the Property. Seller warrants that Seller has no knowledge of any planned improvements which may result in assessments and that no governmental or private agency has served notice requiring repairs, alterations or corrections of any existing conditions. Public or municipal improvements which are not completed as of the date above, but which will result in a lien or charge shall be paid by Buyer. Buyer will assume and pay all special assessments for municipal improvements completed after the date of this Agreement.
- O. **TIME:** Time is of the essence. Time periods specified in this Agreement and any subsequent Addenda to the Purchase Agreement are calendar days and shall expire at 11:59 P.M. of the date stated unless the parties agree in writing to a different date and/or time.

Note: Seller and Buyer have the right to withdraw any offer/counter offer prior to written acceptance and delivery of such offer/counter offer.

- P. **ATTORNEY'S FEES:** Any party to this Agreement who is the prevailing party in any legal or equitable proceeding against any other party brought under or with relation to the Agreement or transaction shall be additionally entitled to recover court costs and reasonable attorney's fees from the non-prevailing party.

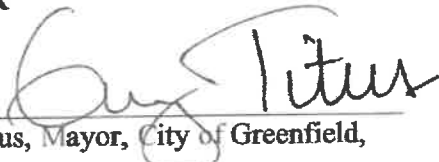
Q. **ADDITIONAL PROVISIONS:**

1. Unless otherwise provided, any proration for rent, taxes, insurance, damage deposits, association dues/assessments, or any other items shall be computed as of the day immediately prior to the Closing Date.
2. Underground mining has occurred in Indiana, and Buyers are advised of the availability of subsidence insurance.
3. The Indiana Sheriff's Sex Offender Registry (www.indianasheriffs.org) exists to inform the public about the identity, location and appearance of sex offenders residing within Indiana. Broker is not responsible for providing or verifying this information.
4. Conveyance of this Property, shall be by general Warranty Deed, subject to taxes, easements, restrictive covenants and encumbrances of record, unless otherwise agreed.


5. Seller represents and warrants that Seller is not a “foreign person” (individual entity) and, therefore, is not subject to the Foreign Investment in Real Property Tax Act.
 6. Any notice required or permitted to be delivered shall be deemed received when personally delivered, transmitted electronically or digital or sent by express courier or United States mail, postage prepaid, certified and return receipt requested, addressed to Seller or Buyer or the designated agent of either party.
 7. This Agreement shall be construed under and in accordance with the laws of the State of Indiana and is binding upon the parties’ respective heirs, executors, administrators, legal representatives, successors, and assigns.
 8. In case any provision contained in this Agreement is held invalid, illegal, or unenforceable in any respect, the invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement.
 9. This Agreement constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties’ respecting the transaction and cannot be changed except by their written consent.
 10. All rights, duties and obligations of the parties shall survive the passing of title to, or an interest in, the Property.
 13. Any amounts payable by one party to the other, or by one party on behalf of the other party, shall not be owed until this transaction is closed.
- R. **CONSULT YOUR ADVISORS:** Buyer and Seller acknowledge they have been advised that, prior to signing this document, they may seek the advice of an attorney for the legal or tax consequences of the document and the transaction to which it relates. In any real estate transaction, it is recommended that you consult with a professional, such as a civil engineer, environmental engineer, or other person, with experience in evaluating the condition of the property.
- S. **ACKNOWLEDGMENTS:** Buyer and Seller acknowledge that each has received agency office policy disclosures, has had agency explained, and now confirms all agency relationships. Buyer and Seller further acknowledge that they understand and accept agency relationships involved in this transaction. By signature below, the parties verify that they understand and approve this Purchase Agreement and acknowledge receipt of a signed copy.
- T. **EXPIRATION OF OFFER:** Unless accepted by Seller and delivered to Buyer by 12:00 A.M. P.M. Noon, the 13th day of January, 2026, this Purchase Agreement shall be null and void and all parties shall be relieved of any and all liability or obligations.

This Agreement may be executed simultaneously or in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. The parties agree that this Agreement may be transmitted between them electronically or digitally. The parties intend that electronically or digitally transmitted signatures constitute original signatures and are binding on the parties. The original document shall be promptly delivered, if requested.

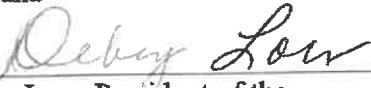
BUYER



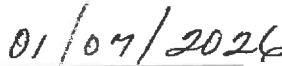
Guy Titus, Mayor, City of Greenfield,
Indiana



Date



Deby Low, President of the
Greenfield Parks Board




Date

SELLER'S RESPONSE: (Check appropriate paragraph number):

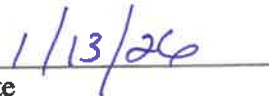
This 13 day of JANUARY, 2026, at A.M. P.M. Noon

- 1. The above offer is Accepted.
- 2. The above offer is Rejected.
- 3. The above offer is Countered. See Counter Offer. Seller should sign both the Purchase Agreement and the Counter Offer.

SELLER



Howard Holtzclaw, Trustee of the
Louis R. Holtzclaw and Marlene M.
Holtzclaw Trust Dated December 15, 2008



Date