OK AS TO FORM
A.M.H. 11.12.2021

DONATION AGREEMENT FOR REAL ESTATE

(Improved Property)

Date: November 1, 2021

Estate of Thomas Edward Massie, Jr., Pamela K. Thompson, Executrix ("Donor") hereby agrees to donate to the Board of Education of Jefferson County, Kentucky operating as Jefferson County Public Schools, ("Donee") the following real property under the terms and conditions contained herein.

A. **Real Estate Description.** The real estate ("Real Estate") address is as follows: 3412 Pflanz Avenue, Louisville, Jefferson County, KY 40212, more specifically Parcel #01-010A-0029-0000; and, includes all existing permanent improvements and fixtures attached thereto.

B. **Consideration:** Donor agrees to transfer the Real Estate by special warranty deed conveying a good, fee simple, marketable title to the Real Estate for no consideration, with the usual covenants such as any title company will insure, free and clear of all covenants, conditions, stipulations, restrictions, easements, rights-of-way, liens and encumbrances of every nature, kind and character, EXCEPT covenants, conditions, stipulations, restrictions, easements and rights-of-way of record and applicable land use laws, regulations and binding elements affecting the Real Estate and EXCEPT:

   a. Donee will pay any 2020 and 2021 real estate taxes not waived by the Jefferson County Attorney's Office. See letter dated September 29, 2021 pertaining to the partial waiver of 2020 real estate taxes attached hereto as **Exhibit A**.
   b. Donee will pay all closing costs associated with transfer of the Real Estate.
   c. Donee will pay to Thompson Law, LLC the sum of $997.05; said sum represents out-of-pocket expenses advanced by the Executrix on behalf of the Estate.
   d. Donee will pay to Earl C. Mullins, Attorney, the sum of $414.52; said sum represents out-of-pocket expenses advanced by the attorney for the Estate.

C. **Earnest Money.** The parties hereto waive all earnest money deposits; and agree that this waiver shall not act as a defense to any breach of contract hereunder.

D. **Real Estate Taxes and Assessments.** As stated above, Donee shall pay any outstanding 2020 and 2021 real estate taxes not waived by the Jefferson County Attorney's Office; and any future taxes or assessments. Donor shall have no responsibility for any such taxes or assessments.

E. **Contingency.** The final consummation of this Donation Agreement for Real Estate (this "Agreement") is contingent on:

   a. Approval of the Jefferson District Court, Probate Division, under Case No. 20-P-000468 to donate this Real Estate; and,
   b. Waiver of all fees/liens assessed by Louisville Metro Government against the Real Estate. Conditional approval of waiver has been given. See Payoff Statement dated 10/18/21 attached hereto as **Exhibit B**.

c. Donee shall have obtained approval of this Agreement and to enter into this Agreement from the board members of Donee and any and all necessary consents and approvals from the chief state school officer pursuant to 702 KAR 4:050 and, from the Kentucky Department of Education, and as otherwise required under applicable laws, rules and regulations.
d. Donor shall have performed in all material respects all obligations, covenants, and other duties required to be performed by Donor under this Agreement at or prior to the Closing Date.

F. **Survey.** Donee and Donee's surveyor shall have the right to access the Real Estate to obtain a survey of the Real Estate.

G. **Inspections and Disclosures.** Subject to the right of Donee and Donee's surveyor to access the Real Estate to obtain a survey, Donee waives the right to all inspections of any type.

H. **Closing.**

a. **Date of Closing.** The "Closing Date" shall be within thirty (30) days from the from the date of the Order of the Court approving the sale of the Real Estate. The parties may agree to an extension evidencing their agreement in writing.
b. **Place of Closing.** Closing shall be at the designated offices of the title company for Donee; or at such other place as Donee may designate.
c. **Title and Transfer.** Donee shall be responsible for all closing procedures, including but not limited to title search/examination, closing documents, and deed preparation and transfer.

I. **Possession.**

a. **Date of Possession.** Donee shall have legal possession of the Real Estate on the date of closing. Donee acknowledges that due to circumstances surrounding the Estate, Donor DOES NOT have possession of keys to the Real Estate.
b. **Unauthorized Individuals and Trespassers.** Donee acknowledges that it has been advised by Donor that it has been reported that there are unauthorized persons trespassing on and about the Real Estate. Donor affirms that to Donor's knowledge there is no lease on the Real Estate, and that at the time of the decedent's death he occupied the Real Estate as his personal residence. No authorization has been given to any person(s) to enter into the residence or to live in the residence. Donor also affirms that notice by certified mail was sent to an heir in the estate, i.e. Brianna Gray and all other occupants to vacate the real estate on or before April 3, 2020; and that Ms. Gray confirmed by phone message to Donor's office that she had vacated the Real Estate. To Donor's knowledge Ms. Gray never had a lease; she simply lived with the decedent, her grandfather. Donee acknowledges and understands that there are no outstanding matters before the court for eviction inasmuch as there are no individuals legally residing in the Real Estate.

J. Any notice required or permitted to be delivered shall be deemed received when personally delivered or transmitted by email, one (1) business day after sent by express overnight courier or three (3) business days after being sent by United States mail, postage prepaid, certified and return receipt requested, addressed to Donor or Donee at the address hereinafter set forth for the recipient of such notices or to such other address as shall be designated by either Donor or Donee in accordance with this Section.

If to Donor: Estate of Thomas Edward Massie, Jr.
c/o Thompson Law, LLC
603 N Shore Dr #105,
Jeffersonville, Indiana 47130
Attn: Pamela K. Thompson, Executrix
Email: pam@thompsonlawllc.net

If to Donee: JCPS
CB Young Service Center
3001 Crittenden Drive
Louisville, Kentucky 40209
Attn: Fiscal Specialist, Operations
Email: tommy.knoy@jefferson.kyschools.us

K. **Miscellaneous.**

a. Time is of the essence. Time periods specified in this 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.
b. The parties acknowledge that there are no realtors involved in this transaction.
c. This Agreement contains the sole 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.
d. This Agreement shall be construed under and in accordance with the laws of the Commonwealth of Kentucky and is binding upon the parties' respective heirs, executors, administrators, legal representatives, successors, and assign.
e. In the event of a breach of this Agreement, either party shall have the right to all remedies provided by law.
f. In case any provision contained in this Agreement is held to be invalid, illegal, or unenforceable in any respect the invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement.
g. Donee acknowledges that this Agreement was drafted by Donor; Donee has the option of having this Agreement reviewed by legal counsel.
h. This Agreement may be executed in counterparts each of which shall be deemed to be an original but all of which together shall constitute but one agreement. Scanned and emailed copies of the executed signature pages of this Agreement shall be effective and binding upon the parties as if such signatures were original signatures.

Dated: _____ at _____ o'clock am/pm

_____
Donee Signature

Donee Printed Name: Board of Education of Jefferson County, Kentucky
By: Dr. Martin Pollio, Superintendent
Donee Address: _____
_____
Donee Telephone Number: _____
Donee E-mail Address: _____

Dated: _____ at _____ o'clock am/pm

_____
Donor Signature

Donor Printed Name: The Estate of Thomas Edward Massie, Jr.
Pamela K. Thompson, Executrix
Donor Address: 603 North Shore Drive, Suite 105, Jeffersonville, IN 47130
Donor Number: 812.284.8385
Donor E-mail: pam@thompsonlawllc.net

Attachments:

Exhibit A - Letter dated September 29, 2021

Exhibit B - Payoff Statement dated 10/18/21

Exhibit A

Letter dated September 29, 2021

[attached hereto]

MIKE O'CONNELL
JEFFERSON COUNTY ATTORNEY
First Trust Centre
200 S. Fifth Street, Suite 300N
Louisville, KY 40202
502-574-6333

Ingrid Geiser
First Assistant

September 29, 2021

Pamela Thompson
603 N Shore Dr Suite 105
Jeffersonville, IN 47130

Re: Tax Waiver Request 2020 Year Parcel ID: 01-010a-0029-0000

Dear Ms. Thompson,

After considerable review of your case upon your request for waiver, on behalf of your Jefferson County Attorney, Mike O'Connell, the Jefferson County Sherriff, John Aubrey, and the Jefferson County Clerk, Bobbi Holsclaw, I am pleased to announce that officials from all three offices agree that a partial waiver is warranted under applicable law. Please keep this letter for your records.

The balance due on the 2020 tax bills after the granting of the partial waiver is **$136.07**. This has been reflected on your new payment plan attached. Please continue to make you payments to pay this in full.

If you wish to pay this balance in full, please send a cashier's check, certified check or money order made payable to the Jefferson County Clerk to 200 S 5th St. Suite 200N, Louisville KY 40202.

If you have any questions or would like to set up a payment plan, please contact us at 502-574-6331.

Sincerely,

Jeff Derouen
Dan Albers Jr.
Assistant Jefferson County Attorneys

Exhibit B

Payoff Statement dated 10/18/21

[attached hereto]

100611162.3

OFFICE OF MANAGEMENT AND BUDGET
ACCOUNTS RECEIVABLE DIVISION
611 WEST JEFFERSON ST., FIRST FLOOR
LOUISVILLE, KY 40202

Contact Us:
PH: 502-574-3430
FAX: 502-574-3426
accounts.receivable@louisvilleky.gov

PAYOFF STATEMENT FOR CIVIL PENALTIES/LIENS & UNIFORM COSTS/LIENS

DATE: 10/18/2021

OWNER/REQUESTOR: pam@thompsonlawllc.net

PROPERTY ADDRESS: 3412 Pflanz Avenue

SET ID: 3412 PFLANZ AVE 10.18.21

RECORD #	Action	Action Date	Original	Interest	Admin	Filing	Subtotal	Lien File Date	BK	PG
ENF-PMNT-20-007805-3	CIVIL	9/22/2020	$ 300.00	$ 67.29	$ 45.00	$ 46.00	$ 458.29	11/3/2020	0	0
ENF-PMNT-20-007805-4	CIVIL	10/13/2020	$ 400.00	$ 87.09	$ 60.00	$ 46.00	$ 593.09	11/3/2020	0	0
ENF-PMNT-20-007805-6	CIVIL	12/14/2020	$ 700.00	$ 110.37	$ 105.00	$ 46.00	$ 961.37	1/28/2021	0	0
20-PP-07881	ABATEMENT	12/22/2020	$ 889.50	$ 134.42	$ 133.43	$ 46.00	$ 1,203.35	2/5/2021	0	0
ENF-PMNT-20-007805-9	CIVIL	1/14/2021	$ 600.00	$ 83.84	$ 90.00	$ 46.00	$ 819.84	3/1/2021	0	0
21-PM-00047	ABATEMENT	1/19/2021	$ 194.13	$ 30.14	$ 29.12	$ 46.00	$ 299.39	3/5/2021	0	0
ENF-PMNT-20-007805-10	CIVIL	1/19/2021	$ 200.00	$ 31.44	$ 30.00	$ 46.00	$ 307.44	3/1/2021	0	0
21-PM-00068	ABATEMENT	1/20/2021	$ 125.00	$ 20.96	$ 18.75	$ 46.00	$ 210.71	3/8/2021	0	0
ENF-PMNT-20-007805-12	CIVIL	1/27/2021	$ 200.00	$ 29.54	$ 30.00	$ 46.00	$ 305.54	3/15/2021	0	0
ENF-PMNT-20-007805-13	CIVIL	2/2/2021	$ 200.00	$ 31.99	$ 30.00	$ 46.00	$ 307.99	2/25/2021	0	0
21-PM-00723	ABATEMENT	2/16/2021	$ 62.50	$ 11.57	$ 9.38	$ 46.00	$ 129.45	4/2/2021	0	0
21-PM-00755	ABATEMENT	2/18/2021	$ 63.00	$ 9.58	$ 9.45	$ 46.00	$ 128.03	5/7/2021	0	0
ENF-PMNT-20-007805-14	CIVIL	2/24/2021	$ 600.00	$ 69.69	$ 90.00	$ 46.00	$ 805.69	4/9/2021	0	0
21-PP-00277	ABATEMENT	3/1/2021	$ 473.00	$ 54.11	$ 70.95	$ 46.00	$ 644.06	4/15/2021	0	0
21-PM-00865	ABATEMENT	3/3/2021	$ 132.57	$ 18.01	$ 19.89	$ 46.00	$ 216.47	4/17/2021	0	0
21-PP-00416	ABATEMENT	3/9/2021	$ 32.48	$ 6.25	$ 4.87	$ 46.00	$ 89.60	5/19/2021	0	0
ENF-PMNT-20-007805-15	CIVIL	3/26/2021	$ 1,100.00	$ 104.09	$ 165.00	$ 46.00	$ 1,415.09	5/10/2021	0	0
21-PM-01007	ABATEMENT	3/31/2021	$ 93.75	$ 11.83	$ 14.06	$ 46.00	$ 165.64	5/15/2021	0	0
ENF-PMNT-20-007805-16	CIVIL	4/8/2021	$ 700.00	$ 61.69	$ 105.00	$ 46.00	$ 912.69	5/24/2021	0	0
21-PM-01696	ABATEMENT	4/12/2021	$ 62.50	$ 8.37	$ 9.38	$ 46.00	$ 126.25	5/27/2021	0	0
ENF-PMNT-20-007805-17	CIVIL	4/15/2021	$ 600.00	$ 50.45	$ 90.00	$ 46.00	$ 786.45	6/1/2021	0	0
21-PM-01725	ABATEMENT	4/19/2021	$ 93.75	$ 10.39	$ 14.06	$ 46.00	$ 164.20	6/3/2021	0	0
21-PP-01990	ABATEMENT	4/21/2021	$ 364.50	$ 30.51	$ 54.68	$ 46.00	$ 495.69	6/7/2021	0	0
ENF-PMNT-20-007805-18	CIVIL	5/24/2021	$ 1,100.00	$ 65.95	$ 165.00	$ 46.00	$ 1,376.95	7/8/2021	0	0
21-PM-03172	ABATEMENT	6/7/2021	$ 62.50	$ 5.12	$ 9.38	$ 46.00	$ 123.00	7/22/2021	0	0
21-PP-04313	ABATEMENT	6/10/2021	$ 324.75	$ 17.38	$ 48.71	$ 46.00	$ 436.84	7/26/2021	0	0
ENF-PMNT-20-007805-20	CIVIL	7/22/2021	$ 1,000.00	$ 24.18	$ 150.00	$ 46.00	$ 1,220.18	9/7/2021	0	0
21-PP-06993	ABATEMENT	8/24/2021	$ 272.02	$ 1.77	$ 40.80	$ 46.00	$ 360.59	10/8/2021	0	0
ENF-PMNT-20-007805-23	CIVIL	9/7/2021	$ 1,000.00	$ -	$ -	$ -	$ 1,000.00	Lien Pending		
21-PM-06498	ABATEMENT	9/8/2021	$ 93.75	$ -	$ -	$ -	$ 93.75	Lien Pending		
							$ 16,157.63	Subtotal		
							$ (16,157.63)	Waiver**		
							$ -	Amount Due		

PREPARED BY: John Flood

PAYOFF GOOD THROUGH: 11/30/2021

** Reduction conditional requiring payment and donation to JCPS or Louisville Metro Landbank.

PAYMENTS MAY BE MADE BY MAIL OR IN PERSON TO:
** Please reference the address on your payment*

LOUISVILLE METRO GOVERNMENT
ATTN: ACCOUNTS RECEIVABLE
611 WEST JEFFERSON ST.
LOUISVILLE, KY 40202

NOTICE

- All liens accrue interest at 18% per year (1.5% per month) from the filing date of the lien.
- Immediate compliance does not waive the citation(s).
- The amounts shown on this payoff are good through the date at the bottom of this page. Payments not received by this date will be subject to additional interest which must be paid prior to the release of liens.
- This payoff does not prohibit new citations, fines or abatement costs on the associated property from occuring.
- All liens are public record. They may be viewed at: https://landrecords.jcc.ky.gov/records/s2search.jsp.