

OK AS TO FORM
A.M.H. 11.30.2021



KENTUCKY TRANSPORTATION CABINET
Department of Highways
DIVISION OF RIGHT OF WAY AND UTILITIES

TC 62-9
Rev. 05/2019
Page 1 of 3

PURCHASE AGREEMENT

SECTION 1: PROJECT INFORMATION

COUNTY	ITEM NO.	PARCEL	NAME
Jefferson County	NA	31A	Jefferson County School District Finance Corporation
PROJECT NO.	FEDERAL NUMBER		PROJECT
SP 5646851R1	F 841 1(9)		Jefferson Freeway

SECTION 2: AGREEMENT TERMS

I, Dr. Martin A. Pollio, President- Jefferson County School District Finance Corporation, hereinafter referred to as the Purchaser, do hereby agree to pay the sum of \$ 85250.00 to the Commonwealth of Kentucky, Transportation Cabinet, hereinafter referred to as the seller, for the property described in this Purchase Agreement.

As required by the terms of this sale, a good faith deposit is hereby made in the amount of \$ 17050.00 to be held in a special deposit trust fund by the Transportation Cabinet Division of Right of Way & Utilities pending the arrangement of a closing date at which time upon delivery of the deed, the balance of \$ 68200.00 will be due and payable.

The conveyance will be by: Quit Claim Deed Special Warranty Deed

The Purchaser agrees that the above-mentioned good faith deposit will be forfeited to the Seller as liquidated damages is the Purchaser fails to consummate this sales transaction as agreed herein.

The Purchaser understands that this sale is subject to the approval of the Secretary of the Finance and Administration Cabinet Commonwealth of Kentucky, pursuant to KRS 45A.

SELLER SHALL CONVEY THE PROPERTY TO PURCHASER ON THE CLOSING DATE IN THE SAME PHYSICAL CONDITION AS THE PROPERTY IS ON THE EFFECTIVE DATE OF THIS CONTRACT, ORDINARY WEAR AND TEAR ACCEPTED.

The Purchaser and its representatives shall have the right to enter upon the property for the purpose of conducting surveys and such other examinations and inspections of the property as the Purchaser may reasonably desire prior to the closing, provided, however, that the discovery of any objectionable condition on or with respect to the property shall not give the Purchaser any right to require the Seller to take any corrective action with respect to such condition. Excluding any damage, liabilities, loss, cost or expense resulting from Seller's negligence or misconduct, the Purchaser shall repair any and all damage caused by such surveys, examinations and inspections. In the exercise of its rights pursuant to this paragraph, the Purchaser shall not interfere with the conduct of the Seller's activities on or with respect to the property and shall give Seller reasonable advance notice of any surveys, examinations and inspections the Purchaser intends to conduct on or with respect to the property. Such notice shall contain the date and time the Purchaser intends to conduct such activities and description of the nature of the activities. Seller shall be entitled to have representatives throughout such activities.

The Purchaser herein accepts all environmental liabilities associated with the herein described property. The Purchaser further agrees to indemnify and defend the Seller and hold the Seller harmless from any and all environmental losses, expenses, liabilities, claims, damages, deficiencies and costs, including without limitation, court costs and reasonable attorney's fees, and expenses now hereafter incurred by the Purchaser arising out of, due to, or with respect to the



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Jefferson County	NA	31A	Jefferson County School District Finance Corporation

SECTION 2: AGREEMENT TERMS (CONT.)

The Purchaser understands that the erection of off-premise advertising devices (billboards) upon the property as described in this Purchase Agreement is prohibited.

The Purchaser understands that the conveyance is subject to any and all utility or other easements of record in or upon the property as described in this Purchase Agreement and to any and all rights of others recognized and/or permitted by the Grantor for the presence of utilities (i.e. electric, gas, water, telephone, cable TV, etc.), in or upon the property, and in respect to such utility rights where no easement exists.

The Purchaser has read the entire contents of this contract and is not relying on any verbal statements not contained herein. The Purchaser has examined the property described above and accepts its conditions as is, including but not limited to structures, improvements, existing easements, access, zoning uses and other regulations that may be applicable to its use.

SECTION 3: SIGNATURES

Signed this _____ day of _____, 20____ by,

 Purchaser Signature

 Purchaser Signature

 Address

 Address

This Purchase Agreement was signed in my presence on the date indicated, and I have received from the Purchaser a good faith deposit in the amount of: \$ _____.

 Designated Representative Signature
 Kentucky Transportation Cabinet

SECTION 4: DEED INFORMATION

NAME		MAILING/STREET ADDRESS		
Jefferson County School District Finance Corporation, a Kentucky Non Profit Corporation		3332 Newburg Road		
CITY	STATE	ZIP	PHONE	SURVIVORSHIP CLAUSE
Louisville	KY	40218	502-485-3626	<input type="checkbox"/> YES <input type="checkbox"/> NO

If applicant is legal entity, the following person(s) have authority to sign on its behalf:

NAME	TITLE
Dr. Martin A. Pollio	President



PURCHASE AGREEMENT

COUNTY	ITEM NO.	PARCEL	NAME
Jefferson County	NA	31A	Jefferson County School District Finance Corporation

SECTION 4: DEED INFORMATION (CONT.)

PARCEL *(Insert deed description.)*

LEGAL DESCRIPTION OF APPLICATION AREA Tract 1

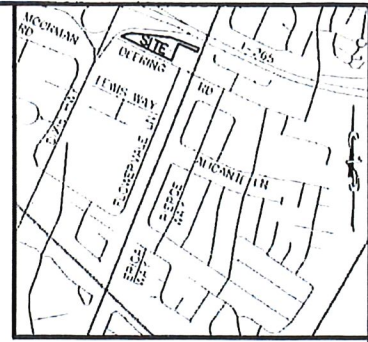
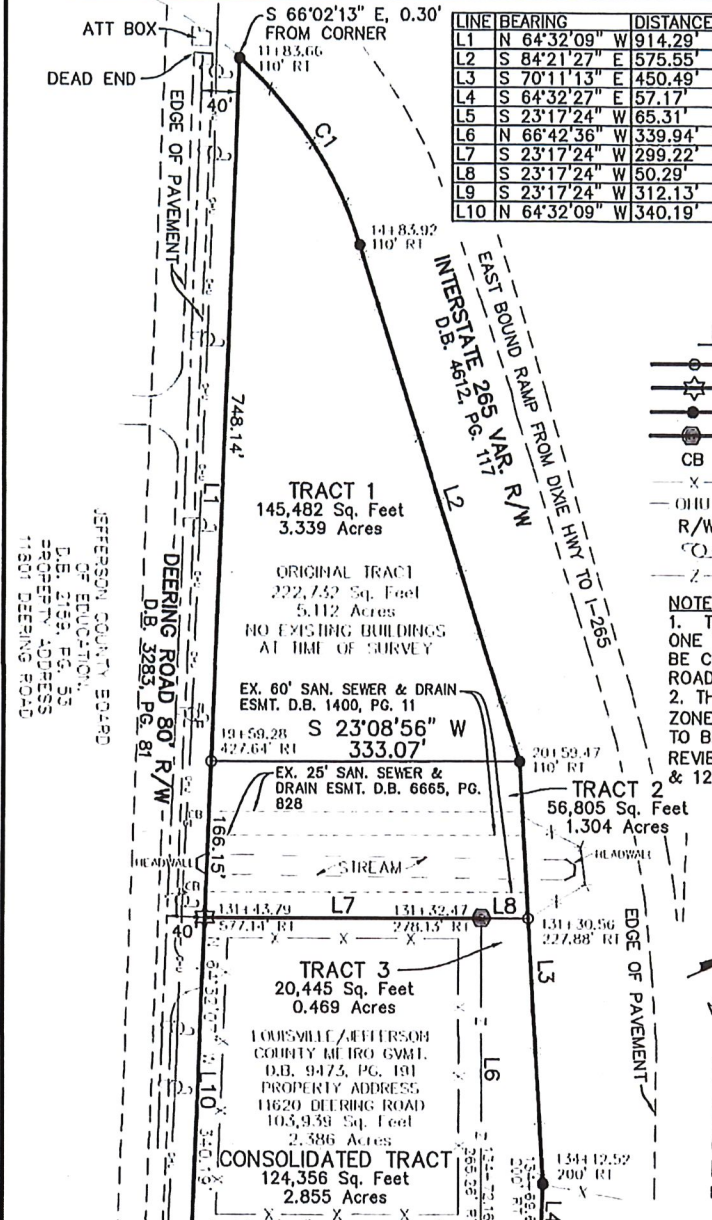
Being a certain tract of land in Jefferson County, Kentucky bound on the north by Interstate 265 (a.k.a. Jefferson Freeway), on the east by the Louisville-Paducah Railroad and on the south by Deering Road and being more particularly described as follows:

COMMENCING at a found 1/2" rebar with identification cap stamped #2747 (IPC 2747 henceforth) said IPC located 577.14 feet right of station 131+43.79 of the Jefferson Freeway a.k.a. Interstate 265 as recorded in Deed Book 4612, Page 117, also being in the north right of way line of Deering Road (80' right of way as recorded in Deed Book 3283, Page 81) and being the southwest corner of a tract of land conveyed to the Louisville/Jefferson County Metro Government in Deed Book 9473, Page 191, both on file in the office of the County Clerk of Jefferson County, Kentucky; thence leaving said Louisville/Jefferson County Metro Government tract and with the north line of said Deering Road, North 64°32'07" West, a distance of 165.15 feet to a set 5/8" rebar with identification cap stamped "BENTLEY 3697" located 427.64 feet right of station 19+59.28 and being the TRUE POINT OF BEGINNING; thence continuing with the same, North 64°32'07" West, a distance of 748.14 feet to a point located N 66°02'13" W from a found metal pull post, said point being located 110 feet right of station 11+83.66 and being at the terminus of Deering Road and being in the south right of way of Interstate 265; thence leaving said Deering Road and with said Interstate 265 the following calls; with a curve to the right having a radius of 440.00 feet, a chord bearing of North 80°00'14" East and a chord length of 237.24 feet to a found metal pull post 110 feet right of station 14+83.92; thence South 84°21'27" East, a distance of 575.55 feet to a found metal pull post located 110 feet right of station 20+59.47; thence leaving said Interstate 265 right of way and severing the property, South 23°08'56" West, a distance of 333.07 feet to the POINT OF BEGINNING. Containing 145,482 square feet or 3.339 acres.

Being a portion of the same property conveyed to the Commonwealth of Kentucky Department of Highways by Deed of Conveyance dated April 4, 1973, of record in Deed Book 4612, Page 117, being Parcel 31A of said Deed Book 4612, Page 117, excepting that property conveyed to the Louisville/Jefferson County Metro Government by deed dated December 1, 2008 of record in Deed Book 9473, Page 191, all on file in the Office of the Clerk of Jefferson County, Kentucky.

BEARINGS AND DISTANCES PER SURVEY-STATEPLANE

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	440.00'	240.22'	237.24'	N 80°00'14" E	31°16'49"



LOCATION MAP

- LEGEND NO SCALE**
- SET 5/8" REBAR WITH CAP #3697
 - ☆ FOUND 1/2" REBAR WITH CAP #2747
 - FOUND METAL PULL POST
 - ⊙ FOUND 1/2" REBAR BENT
 - CB CATCH BASIN
 - x- FENCE LINE
 - OH- OVERHEAD UTILITY
 - R/W RIGHT-OF-WAY
 - UTILITY POLE
 - Z- RETIRED BOUNDARY LINE

NOTES:

1. THE PURPOSE OF THIS PLAT IS TO DIVIDE ONE TRACT INTO THREE TRACTS. TRACT 3 WILL BE CONSOLIDATED WITH THE 11620 DEERING ROAD TRACT.
2. THE SUBJECT PROPERTY IS LOCATED IN ZONE "X" WHICH IS AN AREA CONSIDERED NOT TO BE IN THE 100 YEAR FLOOD PLAIN PER REVIEW OF FEMA'S FIRM MAPPING 21111C0121 & 122E DATED DECEMBER 05, 2006.

NORTH AND ALL BEARINGS ARE BASED ON STATEPLANE COORDINATES (NAD83, KY NORTH ZONE).



Certificate of Approval
 Approved this _____ day of _____, 2019.
 Invalid if not recorded before this date: _____

Land Surveyor's Certificate

I hereby certify that the survey depicted by this plat was performed by persons under my direct supervision by the method of random traverse with sideshots and the unadjusted precision ratio of the traverse was 1:84,968. The bearings, distances and traverse shown hereon were adjusted for closure. 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.



TRAVIS K. BENTLEY P.L.S. 3697 DATE: **11-21-19**
BENTLEY LAND SURVEYING PLLC
 2527 NELSON MILLER PARKWAY, SUITE 006
 LOUISVILLE, KY 40223
 PH: 502-210-8116/FAX: 502-749-0056
 EMAIL: tbentley@surveyky.com
www.surveyky.com



By: _____
 Jefferson County Planning Commission
 Approval subject to attached Certificates.
 Special requirement(s): _____
 DOCKET NO.: _____

MINOR PLAT

OWNER: COMMONWEALTH OF KENTUCKY
 DEPARTMENT OF HIGHWAYS
 DEED BOOK 4612, PAGE 117
 TAX BLOCK 1052, LOT 0007

OWNER: LOUISVILLE/JEFFERSON COUNTY
 METRO GOVERNMENT
 DEED BOOK 9473, PAGE 191
 TAX BLOCK 1052, LOT 0876

LOCATION: _____ & 11620 DEERING ROAD
 LOUISVILLE, KENTUCKY 40272

ZONED: R4 FORM DISTRICT: NEIGHBORHOOD
 DATE: 11/21/2019 SCALE: 1"=150'