

OK AS TO FORM
AMH 10-19-2023

REAL ESTATE PURCHASE AND SALE AGREEMENT

THIS REAL ESTATE PURCHASE AND SALE AGREEMENT (this "Agreement") is made as of _____, 2023, which date is the last of Buyer and Seller to sign this Agreement (the "Effective Date"), between **JEFFERSON COUNTY SCHOOL DISTRICT FINANCE CORPORATION**, a Kentucky non-profit corporation, as seller ("Seller") and **LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT**, a consolidated local government under K.R.S. 67C, as buyer ("Buyer"). Hereinafter, Buyer and Seller may be referred to together as the "Parties" or individually as a "Party".

WITNESSETH:

1. Sale of Property. Seller agrees to sell and Buyer agrees to purchase, on the terms hereinafter stated, the real property located at 7201 Watson Lane, Louisville, Kentucky 40272, shown in the Jefferson County PVA records as consisting of approximately 14.35 acres having parcel ID #1208-0018-0000, as more particularly described in that certain Deed dated September 7, 1989, of record in Deed Book 5895, Page 525, in the Office of the Clerk of Jefferson County, Kentucky, together with any and all improvements located thereon and all rights, privileges and appurtenances thereunto belonging (collectively, the "Real Property").
2. Purchase Price. Subject to the adjustments, prorations and conditions hereinafter described the total purchase price for the Real Property shall be the sum of Six Hundred Ninety Thousand Dollars (\$690,000.00) (the "Purchase Price"), which subject to applicable adjustments, prorations and conditions, on the Closing Date, Buyer will pay to Seller by check or a wire transfer of immediately available funds to a bank or escrow agent designated by Buyer.
3. Earnest Money Deposit. Within five (5) business days of the Effective Date, Buyer shall deliver to Seller the sum of Five Thousand Dollars (\$5,000.00) (the "Earnest Money Deposit") to be applied to the purchase price at the closing (the "Closing").
4. Documents, Title and Inspections. Seller shall deliver to Buyer, within five (5) days after the Effective Date, copies of any and all title reports, surveys, environmental site assessments, inspection reports and/or asbestos reports on the Real Property in Seller's possession (the "Seller Documents"). Buyer and any agent or representative of Buyer, at Buyer's sole cost and expense, shall further have the right, up to ninety (90) days after the Effective Date (the "Review Period"), to review the Seller Documents, Seller's title to the Real Property and to enter upon the Real Property upon reasonable advance notice to Seller for the purposes of preparing an ALTA survey, taking borings of the soil, and inspecting the Real Property and the physical condition of any improvements located on the Real Property, as well as to consider whether the site is suitable for Buyer's intended use; provided, however, to the extent permitted by Kentucky law, Buyer shall and does hereby agree to indemnify and hold harmless Seller, the Board of Education of Jefferson County, Kentucky (the "Board") and their respective members, managers, affiliates, agents, employees, representatives, successors and assigns from any liability, loss, cost, expense

(including reasonable attorney's fees), claim, injury or damage arising out of or in any manner connected with such activities on the Real Property.

Liability Insurance: Pursuant to Ordinance No. 11, Series 2003, the Louisville/Jefferson County Metro Government is self-insured for all properly asserted General Liability claims brought against it to which the Louisville/Jefferson County Metro Government does not otherwise have a legal defense. In addition, the Louisville/Jefferson County Metro Government agrees to keep in full force and effect Excess Self Insurance coverage for all properly asserted claims brought against it to which the Louisville/Jefferson County Metro Government does not otherwise have a legal defense covering Bodily Injury; Property Damage and Personal injury Liability under the Louisville Area Governmental Self Insurance Trust; as long as such coverage is available. The Limit of Liability provided by such Excess coverage shall be at least \$5,000,000 per Occurrence under a Combined Single Limit format. The Louisville/Jefferson County Metro Government agrees to provide Seller with a Certificate of Self Insurance from the Louisville Area Governmental Self Insurance Trust, if requested. The Trust Bylaws do not allow including additional insureds on Members coverages, however, Broad Form Contractual Liability coverages are provided.

If, for any reason during the Review Period, Buyer elects to terminate this Agreement, then Buyer shall repair and restore the Real Property to the condition in which it existed on the Effective Date, reasonable wear and tear excepted. Notwithstanding anything in this Agreement to the contrary, the foregoing indemnification and repair and restore obligations of Buyer shall survive the Closing and the termination of this Agreement.

On or before the last day of the Review Period, Buyer will have the option of (a) waiving title defects, defects in physical conditions or any other factor affecting Buyer's intended use of the Real Property and proceeding to the Closing, or (b) by written notice to Seller, terminating this Agreement. Upon any such termination, the Earnest Money Deposit shall be immediately refunded to Buyer by certified check or a wire transfer of immediately available funds to a bank designated by Buyer. If Buyer does not provide such written notice to Seller terminating this Agreement on or before the last day of the Review Period, Buyer shall be deemed to have waived the right to terminate this Agreement because of title defects, defects in physical conditions or any other factor affecting Buyer's intended use of the Real Property. Buyer shall have the right to end the Review Period early and proceed to Closing at any time upon Buyer's written election to do so, subject to Seller's consent, which shall not be unreasonably delayed or conditioned.

5. Closing. Buyer and Seller agree that the purchase will be consummated as follows:

A. Title Transfer. Seller agrees to convey good, marketable fee simple title to the Real Property by Special Warranty Deed on or before the close of business on the Closing Date (as defined below) and, effective on the delivery of such deed by Seller to Buyer, beneficial ownership and the risk of loss of the Real Property will pass from Seller to Buyer. Seller shall pay and have released of record any monetary liens or mortgages against the Real Property at Closing.

B. Closing Date. This transaction will close on a date on or before thirty (30) days after the expiration of the Review Period (the "Closing Date"). The Closing will take place at Wetterer & Clare Attorneys, with the exact time and date for the Closing to be mutually agreeable by Buyer and Seller. If the conditions precedent set forth in Section 5(G) below are not satisfied on or before the Closing Date, Buyer shall have the right to terminate this Agreement as of such date unless extended by mutual written agreement of Buyer and Seller. If the conditions precedent set forth in Section 5(H) below are not satisfied on or before the Closing Date, Seller shall have the right to terminate this Agreement as of such date unless extended by mutual written agreement of Buyer and Seller. Upon any such termination, the Earnest Money Deposit shall be immediately refunded to Buyer by check or a wire transfer of immediately available funds to a bank designated by Buyer.

C. Seller's Instruments. At the Closing, Seller will deliver or cause to be delivered to Buyer the following items (all documents will be duly executed and acknowledged where required):

(1) Warranty Deed. A Special Warranty Deed executed by Seller conveying to Buyer marketable fee simple title to the Real Property by recordable Special Warranty Deed, free and clear of all liens and encumbrances except [i] easements, rights-of-way, restrictions, covenants, conditions and stipulations of record affecting the Real Property, [ii] applicable zoning laws and other land use laws, ordinances, rules, regulations and binding elements affecting the Real Property, [iii] real estate taxes assessed or otherwise payable with respect to the Real Property through the Closing Date and [iv] matters that a survey or inspection of the Real Property may disclose.

(2) Lien Affidavit. An affidavit in form reasonably acceptable to the Buyer's title insurer certifying Seller's title to and lawful possession of the Real Property and that to Seller's knowledge, the Real Property is free from claims for mechanic's, materialmen's, and laborer's liens.

(3) Release of Lease. A recordable release releasing the Property from the lien of that certain Basic Lease dated as of August 1, 1989 entered into by and between Seller and the Board, as supplemented by that certain Fifty-Fourth Supplemental Lease dated July 6, 2016, of record in Deed Book 10655, Page 560, in the Office of the Clerk of Jefferson County, Kentucky.

(4) Additional Documents. A closing statement, Certificate of Non-Foreign Status (a/k/a FIRPTA Affidavit) and additional ancillary documents reasonably necessary (if any) to consummate the sale of the Real Property to Buyer.

All closing documents must be reasonably acceptable to Seller, and Seller shall have the right to prepare and/or review and comment upon such documents.

D. Costs. Seller will pay the following costs: Seller's attorney's fees associated with the sale, any transfer tax imposed upon Seller by applicable law as a prerequisite to recording the deed to the Real Property and the cost of preparing the deed conveying title to the Real Property to Buyer. Buyer will pay the following costs: Buyer's attorney's fees, closing fees, the cost of recording the deed conveying title to the Real Property to Buyer and all costs of Buyer's due diligence and inspections and of obtaining any survey or an owner's policy of title insurance.

E. Seller's Representations and Warranties. Seller represents, warrants and covenants to Buyer that:

(1) Subject to Section 5. H. (3), Seller possesses full right, power and authority to execute, deliver and perform this Agreement, and no legal or administrative proceeding is in effect which would prohibit Seller's execution of this Agreement. At the Closing, Seller shall deliver to Buyer evidence of such authority as may be reasonably requested by Buyer, Buyer's attorney or the title insurance company.

(2) Except for rights pursuant to easements, right-of-ways and other matters of record, to Seller's knowledge, no other party other than the Seller and the Board has any rights with respect to the Real Property, including contractual rights, licenses, options to purchase or lease.

(3) Subject to Section 5. H. (3), Seller has and will have on the Closing Date fee simple title to the Real Property, and Seller has full right and power to convey the Real Property to Buyer.

(4) There is no pending litigation, action, suit or proceeding pending or, to the actual knowledge of Seller, threatened against or affecting the Property in any court or before any federal, state, county or municipal agency, department, commission, or other governmental or quasi-governmental instrumentality.

F. Buyer's Representations and Warranties. Buyer represents, warrants and covenants to Seller that:

(1) Subject to Section 5. G. (4), Buyer possesses full right, power and authority to execute, deliver and perform this Agreement, and no legal or administrative proceeding is in effect which would prohibit Buyer's execution of this Agreement. All actions of Buyer contemplated or required hereunder have been authorized by appropriate corporate action. At the Closing, Buyer shall deliver to Seller evidence of such authority and authorization as may be reasonably requested by Seller or Seller's attorney. Buyer is a consolidated local government under KRS 67.3.

(2) Subject to Section 5. G. (4), no consent, approval or other action of, or filing or registering with, any governmental agency, commission or office is required on Buyer's behalf with respect to the transaction contemplated herein.

G. Conditions Precedent for Buyer. The duties and obligations of Buyer under this Agreement are expressly made subject to the satisfaction of the following conditions:

(1) Each and every representation and warranty of Seller contained in this Agreement is true and complete with respect to the Real Property as of the Closing Date;

(2) Seller has complied with or performed all of its duties and obligations required by this Agreement on or before the Closing Date;

(3) No objectionable title or survey matter arises after the end of the Review Period that did not exist during the Review Period; and

(4) If required by applicable law, Buyer shall have obtained final approval of this Agreement from the Louisville/Jefferson County Metro Council; provided, however, Buyer shall obtain any such approval during the Review Period. After the last day of the Review Period the foregoing condition shall cease to be a condition and shall have no force or effect.

H. Conditions Precedent for Seller. The duties and obligations of Seller under this Agreement are expressly made subject to the satisfaction of the following conditions:

(1) Each and every representation and warranty of Buyer contained in this Agreement is true and complete with respect to the Real Property as of the Closing Date;

(2) Buyer has complied with or performed all of its duties and obligations required by this Agreement on or before the Closing Date; and

(3) Seller shall have obtained final approval of this Agreement and to enter into this Agreement from the required amount of the board members of Seller and any and all final 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, for the sale of the Real Property by Seller.

6. Adjustments and Prorations. The Purchase Price will be adjusted on the following basis:

A. Property Taxes. All real and personal property ad valorem taxes and installments of special assessments, if any, for the calendar year 2022 and prior years will be paid by Seller. All real and personal property ad valorem taxes and special assessments, if any, whether payable in installments or not, for the calendar year 2023 and will be prorated to the Closing Date, based on the latest available tax rate and assessed valuation.

B. Utility Charges. All utility charges, if any, will be prorated to the Closing Date and Seller will obtain a final billing therefore. All utility security deposits, if any, will be retained by Seller.

7. Default.

A. Buyer's Default. In the event (i) of a default by Buyer under this Agreement and such default continues for ten (10) days after written notice from Seller to Buyer detailing such default or (ii) Buyer fails to close this transaction as and when required by the terms of this Agreement, then Seller shall have the right to either (a) terminate this Agreement by written notice to Buyer and Seller shall receive the Earnest Money Deposit, together with all interest earned thereon, as Seller's sole and exclusive remedy and as agreed and liquidated damages, whereupon the Parties shall be relieved of all further obligations hereunder except only those that are expressly stated to survive termination hereunder or (b) exercise any remedy available to Seller under this Agreement, at law or in equity, including without limitation to seek specific performance of this Agreement by Buyer.

B. Seller's Default. In the event of a default by Seller under this Agreement and such default continues for ten (10) days after written notice from Buyer to Seller detailing such default, then Buyer shall have the right: to (i) terminate this Agreement by written notice to Seller and Buyer shall receive a return of the Earnest Money Deposit and any interest thereon, and, thereafter, Seller and Buyer shall not have further liability hereunder except for obligations which are expressly stated to survive termination hereunder; or (ii) exercise any remedy available to Buyer under this Agreement, at law or in equity, including without limitation to seek specific performance of this Agreement by Seller.

8. CONDITION OF REAL PROPERTY. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, IT IS UNDERSTOOD AND AGREED THAT SELLER IS NOT MAKING AND HAS NOT AT ANY TIME MADE ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT TO THE REAL PROPERTY, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OR REPRESENTATIONS AS TO THE HABITABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ZONING, TAX CONSEQUENCES, PHYSICAL DEFECTS OR CONDITION, ENVIRONMENTAL CONDITION, UTILITIES, GOVERNMENTAL APPROVALS OR COMPLIANCE WITH APPLICABLE LAWS, RULES AND REGULATIONS, OR ANY OTHER MATTER REGARDING THE REAL PROPERTY. BUYER ACKNOWLEDGES AND

AGREES THAT UPON CLOSING SELLER SHALL SELL AND CONVEY THE REAL PROPERTY TO BUYER AND BUYER SHALL ACCEPT THE REAL PROPERTY "AS IS, WHERE IS, AND WITH ALL FAULTS", EXCEPT TO THE EXTENT EXPRESSLY PROVIDED OTHERWISE IN THIS AGREEMENT. BUYER HAS NOT RELIED AND WILL NOT RELY ON, AND SELLER IS NOT LIABLE FOR OR BOUND BY, ANY EXPRESS OR IMPLIED WARRANTIES, GUARANTIES, STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE REAL PROPERTY OR RELATING THERETO MADE OR FURNISHED BY SELLER OR ANY AGENT REPRESENTING OR PURPORTING TO REPRESENT SELLER, UNLESS SPECIFICALLY SET FORTH IN THIS AGREEMENT. BUYER REPRESENTS TO SELLER THAT BUYER HAS CONDUCTED OR WILL CONDUCT PRIOR TO CLOSING SUCH INSPECTIONS AND INVESTIGATIONS OF THE REAL PROPERTY AS BUYER DEEMS NECESSARY AND APPROPRIATE TO SATISFY ITSELF AS TO THE CONDITION OF THE REAL PROPERTY, AND WILL RELY SOLELY UPON THE SAME AND NOT UPON ANY INFORMATION PROVIDED BY OR ON BEHALF OF SELLER OR ITS AGENTS, OTHER THAN THE WARRANTIES AND REPRESENTATIONS OF SELLER EXPRESSLY SET FORTH IN THIS AGREEMENT.

9. Notices. All notices and other communications required or permitted to be given hereunder shall be deemed given if delivered in writing by email (with confirmation that such email was sent), by hand delivery (with confirmation of receipt), or by a nationally recognized overnight courier service, to the address hereinafter set forth for the recipient of such notices or to such other address as shall be designated by either Buyer or Seller in accordance with this Section, and shall be deemed given the date such notice was given as to email and hand delivery, and one (1) business day after having been deposited with a nationally recognized overnight courier service.

If to Seller: JCPS
CB Young Service Center
3001 Crittenden Drive
Louisville, Kentucky 40209
Attn: Amanda Satterly, Coordinator of Fiscal
Operations
Email: amanda.satterly@jefferson.kyschools.us

with a copy to:
Wyatt, Tarrant & Combs, LLP
400 W. Market St., Suite 2000
Louisville, Kentucky 40202
Attention: Ben Straus
Email: bstraus@wyattfirm.com

If to Buyer: Louisville Metro/Jefferson County Government
601 W. Jefferson Street
Louisville, Kentucky 40202
Attn: Latondra Yates
Email: Latondra.yates@louisvilleky.gov

with a copy to: Office of Mike O'Connell - Jefferson County
Attorney
First Trust Centre
200 S. Fifth Street, Suite 300N
Louisville, Kentucky 40202
Attn: Natalie K. Richards
Assistant County Attorney
Email: natalie.richards@louisvilleky.gov

10. Miscellaneous. It is further agreed as follows:

A. Time. Time is of the essence of this Agreement.

B. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Kentucky. All of the Parties to this Agreement have participated fully in the negotiation and preparation hereof, and, accordingly, this Agreement shall not be more strictly construed against any one of the Parties hereto.

C. Survival. All representations and warranties of Seller and Buyer contained in this Agreement shall survive the Closing and delivery of the deed or any termination of this Agreement for a period of six (6) months.

D. No Brokerage. Seller hereby represents and warrants to Buyer that Seller has not dealt with any broker, consultant, finder or like agent who might be entitled to any compensation in connection with the sale of the Real Property to Buyer. Buyer hereby represents and warrants to Seller that Buyer has not dealt with any broker, consultant, finder or like agent who might be entitled to any compensation in connection with the purchase of the Real Property from Seller.

E. Entire Agreement. This Agreement constitutes the entire agreement between Buyer and Seller and there are no agreements, understandings, warranties, or representations between Buyer and Seller except as set forth herein. This Agreement cannot be amended except in writing executed by Buyer and Seller.

F. Binding Effect. This Agreement will inure to the benefit of and bind the respective successors and assigns of the Parties hereto.

G. Assignment. Buyer's interests hereunder cannot be assigned in whole or in part without (a) Seller's prior written consent, which shall not be unreasonably

withheld, conditioned or delayed and (b) a determination by Seller that Buyer has not defaulted at the time of such assignment.

H. Litigation; Venue. In the event of any litigation between the parties under this Agreement, the parties stipulate and agree that venue in any such litigation shall be in Jefferson County, Kentucky.

I. Waiver. Failure of either Party to complain of any act or omission on the part of the other Party, no matter how long the same may continue, shall not be deemed to be a waiver by such Party of any of its rights hereunder. No waiver by any Party at any time, expressed or implied, of any breach of any provision of this Agreement shall be deemed a waiver or a breach of any other provision of this Agreement or a consent to any subsequent breach of the same or any other provision.

BUYER AND SELLER HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN DISPUTES ARISING FROM THIS AGREEMENT AND/OR ANY WRITTEN OR ORAL STATEMENTS MADE BY ANY PARTY IN CONNECTION THIS AGREEMENT OR ANY DOCUMENTS EXECUTED IN CONNECTION HEREWITH. BOTH PARTIES ACKNOWLEDGE THIS WAIVER IS A MATERIAL INDUCEMENT FOR ENTERING INTO THIS AGREEMENT. THE WAIVER SHALL SURVIVE CLOSING OR TERMINATION OF THIS AGREEMENT.

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IN WITNESS WHEREOF, this instrument has been executed by the Parties as of the Effective Date first above written.

SELLER:

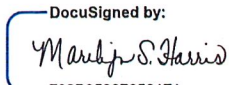
JEFFERSON COUNTY SCHOOL DISTRICT FINANCE CORPORATION,
a Kentucky non-profit corporation

By: _____
Dr. Martin A. Pollio, President

Date: _____

BUYER:

LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT, a consolidated local government under K.R.S. 67C

By:  _____
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Name: Marilyn Harris

Title: Director, OHCD

Date: 10/12/2023

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