

PURCHASE AGREEMENT

Effective Date: _____, 2023

- 1) **BUYER: BOARD OF EDUCATION OF THE LUDLOW INDEPENDENT SCHOOL DISTRICT** (“**Buyer**”) agrees to buy the following property from **SEAN and DANIELLE GAISER**, a married couple, (“**Seller**”) for the consideration and subject to the terms and conditions in this Purchase Agreement (“**Contract**”).
- 2) **PROPERTY:** The property is located at 479 Victoria Street, Ludlow, Kentucky 41016 and includes all improvements, structures, and appurtenances thereon; and is described in the attached Exhibit “A” which is incorporated herein by reference (hereinafter called the “**Property**”).
- 3) **PURCHASE PRICE:** Buyer agrees to pay Seller the total purchase price of \$73,500.00 as valuable consideration for the Property (“**Purchase Price**”) less any deductions authorized herein.
- 4) **DEPOSITS:** Buyer shall pay the sum of \$1,000.00 (“**Earnest Money**”) paid to the Closing Agent selected by Buyer, or directly to the Seller, which option shall be at the Buyer’s sole discretion. Said payment shall be made within five days of the full execution of this Contract. The Earnest Money shall be either: (a) applied to the Purchase Price at Closing (as defined below); (b) returned immediately to Buyer if this Contract is terminated by Buyer as provided herein; or (c) immediately forfeited and payable to Seller as liquidated damages in the event Buyer shall fail or refuse to perform its obligations herein.
- 5) **METHOD OF PAYMENT:** The Purchase Price, less any deductions authorized herein, shall be paid by Buyer to Seller at Closing, in cash or its equivalent.
- 6) **CLOSING:** Unless this Contract is terminated by Buyer as provided herein, a closing for this sale shall occur within 30 days after the end of the Investigation Period (as defined in Section 8 below). Buyer shall have the right to have the closing at the office of the closing Agent selected by Buyer. At Closing, Seller shall deliver to Buyer: (a) fully executed General Warranty Deed; (b) a Settlement Statement; (c) an Affidavit of Title; and any other documents ordinarily executed in a real estate closing and required by the closing agent. At closing the Buyer shall be responsible for: title exam fees, title insurance costs, survey costs, the costs of any Investigations (defined hereinafter), and its attorney’s fees; while Seller shall be responsible for: Deed preparation costs, transfer fees, recording costs, the cost to release any liens, and its attorney’s fees. The parties shall equally split all closing or settlement costs. Taxes shall be prorated as of the day of closing.
- 7) **POSSESSION:** Possession of the Property will be given to Buyer at Closing. As long as this Contract is in effect, Seller shall not encumber the Property in any way including, but not limited to, granting easements and mortgages.

- 8) **INVESTIGATION PERIOD:** Beginning immediately after the Effective Date, as set forth at the top of this Contract, and continuing for 120 days thereafter (the “**Investigation Period**”), Buyer, at its own expense, shall have the right to (a) conduct all title reviews, surveys, and investigations of the Property (including environmental audits and testing, excavations, core drilling, and subsurface investigations) (“Investigations”), and (b) determine in Buyer’s sole judgment whether Buyer desires to purchase the Property. Buyer shall not unreasonably interfere with normal business operations of Seller on the Property during the Investigation Period. Upon completing the Investigations, Buyer, at the sole cost and expense of Buyer, shall make a reasonable effort to restore the Property to substantially the same condition as existed prior to such Investigations. With respect to Buyer’s Investigations, Buyer shall defend, release, indemnify, and hold harmless Seller from and against any and all costs, liabilities, claims, and actions including legal fees and court costs, arising from, caused by or resulting from, the action or inaction, negligent or otherwise, of Buyer or an agent of Buyer, except to the extent caused in whole or part by Seller or an agent of Seller, or Seller’s or its agents’ misconduct, negligent or otherwise. Upon written notice to Seller on or before the end of the Investigation Period, Buyer shall have the right in the sole discretion of Buyer, to terminate this Contract for any reason whatsoever or for no reason at all. If Buyer exercises its right to terminate this Contract and provides a reason then the Earnest Money shall be immediately refunded to Buyer, however, if no reason is provided then the Earnest Money shall be retained by Seller, in either event, neither Buyer nor Seller will have any further rights or obligations under this Contract. During the Investigation Period, Buyer shall have the right to obtain, at the expense of Buyer: (a) an ALTA/ACSM Land Title survey prepared by a land surveyor registered in the state where the Property is located; (b) a commitment for an owner’s policy of title insurance; (c) a Phase 1 Environmental Assessment; and (d) any other investigations or examinations of the Property which Seller desires to conduct at its own expense. If Buyer gives Seller written notice of any defects or objections to Seller’s title to the Property disclosed by such survey, title commitment, environmental investigation, or other investigation Seller shall make a reasonable effort to cure any such defects or objections within 20 days from the date Buyer gives said written notice to Seller. If all of such defects and objections have not been cured by Seller within the 20-day period, Buyer shall have the right (a) to cure by the payment of money, those defects and objections that are in the nature of money liens on the Property (e.g., due and payable real estate taxes and assessments, mechanic’s liens, judgment liens, and mortgages, excluding those matters ordinarily paid off during the course of a closing) and to deduct the amount of the payment from the Purchase Price, and/or to waive any one or all of such defects or objections; or (b) to terminate this Contract by written notice to Seller on or before the end of the Investigation Period whereupon the Earnest Money shall be immediately refunded to Buyer, and neither Buyer nor Seller will have any further rights or obligations under this Contract. If the Investigation Period expires within the 20-day objection period, it shall automatically extend to the end of the 20-day objection period. Buyer may terminate the Investigation Period early by providing written notice to Seller that they accept the Property and desire to close on said Property.
- 9) **TAXES:** Taxes and assessments for the Property shall be prorated as of the date of Closing. Buyer shall be responsible for all tax installments due and payable for the Property after Closing.

- 10) APPROVAL CONTINGENCY:** The Buyer shall diligently seek the approval of the Kentucky Department of Education to purchase the Property under the terms and conditions contained in this Contract. If the Kentucky Department of Education fails to grant approval to Buyer to acquire the Property then Buyer shall notify Seller in writing and this Contract shall automatically terminate and the Earnest Money shall be immediately refunded to Buyer, and neither Buyer nor Seller will have any further rights or obligations under this Contract. This contingency shall continue until Closing has occurred.
- 11) TAX-FREE EXCHANGE OPTION:** Each party agrees to cooperate with the other party in all reasonable respects in the event either or both parties desire to effectuate a tax free exchange of the Property in compliance with the provisions of the Internal Revenue Code; provided, the requesting party shall pay any expenses reasonably incurred by the other party in cooperating with the request.
- 12) RISK OF DAMAGE OR DESTRUCTION:** In the event the Property is damaged or destroyed between the Effective Date and Closing, Buyer, upon written notice to Seller, shall have the right (a) to terminate this Contract, whereupon the Earnest Money shall be refunded to Buyer, and neither party shall have any further rights or obligations to the other party under this Contract, or (b) to accept the Property in its damaged condition and require Seller to transfer to Buyer its right to receive the proceeds of any property insurance covering the Property.
- 13) REMEDIES:** Should Seller remain in default of a Seller obligation under this Contract, for 20 days after Buyer gives written notice to Seller specifying the default, Buyer's sole and exclusive remedy shall be to either (a) terminate this Contract upon written notice to Seller, whereupon the Earnest Money shall be immediately refunded to Buyer, and neither party will have any further rights or obligations to the other party under this Contract, or (b) seek specific performance of this Contract by Seller in a court of equity and recover court costs and reasonable attorneys' fees if it prevails in such action against Seller. In the event Buyer fails to perform any obligation of Buyer under this Contract, and Buyer does not correct such failure within 20 days after receiving written notice from Seller, Seller, as its sole and exclusive remedy, shall be entitled to terminate this Contract upon written notice to Buyer and retain the Earnest Money, and neither party will have any further rights or obligations to the other party under this Contract.
- 14) TIME:** Time is of the essence. Time periods specified in this Contract are calendar days and shall expire at midnight of the date stated unless the parties agree in writing to a different date and/or time.
- 15) REPRESENTATIONS AND WARRANTIES OF SELLER:** Seller hereby makes the following representations and warranties to Buyer, each of which shall be deemed material and which shall be true and correct as of the Effective Date and as of the date of Closing:
- a) Seller has good and marketable fee simple title to the Property, and there are no mechanics' liens, materialman's liens, contractors' claims, unpaid bills for material or

labor pertaining to the Property, nor any other similar liens which might adversely affect Seller's title to the Property.

- b) With the exception of the Buyer, there are no tenants, lessees, licensees, or other persons or entities on the Property which will have a right of possession beyond the date of Closing.
- c) There is no pending, threatened, or contemplated condemnation, eminent domain, litigation, or similar proceedings involving all or any portion of the Property, and Seller has received no notice of any such action.
- d) Seller has no knowledge of any pending or contemplated public improvements in or about the Property that may in any manner increase the taxes assessed against the Property.
- e) All labor and services performed and materials furnished to the Property have been paid for in full and to the best of Seller's knowledge there exists no basis for which a mechanic's, materialmen's, or similar lien can properly be claimed against the Property or any part thereof.
- f) To the best of Seller's knowledge, no toxic or hazardous material or waste limited or regulated by any federal, state, or local governmental or quasi-governmental authority, or that, even if not so limited or regulated, could or does pose a hazard to the health or safety of the occupants of the Property or adjacent. No above ground storage tanks ("ASTs") or underground storage tanks ("USTs") have been or are located on the Property or, if located on the Property, have been removed and disposed of in full compliance with all applicable statutes and laws (satisfactory evidence that shall have been provided to Buyer). No portion of the Property has been used for waste treatment, storage or disposal, and no wetlands are located within the boundaries of the Property. No investigation, administrative or judicial order, governmental notice of noncompliance or violation, remediation action plan, consent order and/or agreement, administrative proceeding, civil or criminal litigation or settlement under statutes and laws or with respect to Substances, ASTs or USTs have been or are proposed, threatened, anticipated, or in existence with respect to the Property.
- g) The Property and Seller's operations at the Property have been in the past and will be until the Closing in compliance with all applicable statutes and laws (satisfactory evidence shall have been provided to Buyer and will continue to be provided to Buyer upon request). No notice has been served on or delivered to Seller from any entity, governmental body, or individual claiming any violation of any statutes and laws or demanding payment or contribution for environmental cleanup costs, environmental damage, or injury to natural resources, or asserting liability with respect to same.
- h) Seller is the owner of the Property and is authorized to convey the Property and to commit to the terms and conditions set forth in this Contract.

16) SURVIVAL OF WARRANTIES AND CONDITIONS: Except as otherwise expressly provided herein, all conditions, warranties, representations, and agreements made herein shall survive Closing and delivery of the Deed indefinitely.

17) NOTICES: Any notice, request, or other communication required or permitted to be given hereunder shall be in writing and shall be addressed to the parties at the respective addresses set out below:

SELLER:

Sean and Danielle Gaiser
619 Laurel Street
Ludlow, Kentucky 41016

BUYER:

Board of Education of the Ludlow
Independent School District
525 Elm Street
Ludlow, Kentucky 41016

with a copy to:

Wood & Lamping LLP
600 Vine Street, Suite 2500
Cincinnati, Ohio 45202
Attn: Tyler C. Arnzen, Esq.

or to such other address as either party may specify by a notice given in foregoing matter. Any such notice shall be either (i) sent by overnight delivery using a nationally recognized overnight courier (e.g., FedEx, UPS) or the United States Postal Service and a return receipt must be requested, in which case notice shall be deemed delivered one business day after deposit with such courier or the United States Postal Service, or (ii) given by personal delivery, in which case notice shall be deemed delivered upon receipt. A party's address may be changed by written notice to the other party; provided, however, that no notice of a change of address shall be effective until actual receipt of such notice. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of the notice, demand, or request sent.

18) MISCELLANEOUS:

- a) This Contract shall be construed under and in accordance with the laws of the state where the Property is located and is binding upon the parties, their respective heirs, personal or legal representatives, successors, and assigns.
- b) This Contract 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.
- c) Each of the parties covenants that it has not employed or used any broker, finder, or agent pursuant to any agreement under which the other may be or may become liable to such broker, finder or agent for any fee or commission in connection with this Contract.

- d) No presumption shall be created in favor of or against either party with respect to the interpretation of any term or provision of this Contract due to the fact that this Contract was prepared by or on behalf of one of the parties.
- e) A failure or delay of either party to exercise any right or remedy under this Contract shall not operate to impair, limit, preclude, cancel, waive, or otherwise affect such right or remedy.
- f) This Contract may be signed in separate counterparts which may be combined to form a complete Contract.
- g) The captions, headings, and titles appearing in this Contract are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope or intent of such paragraph.
- h) Buyer and Seller agree that a copy, including a photocopy, electronic copy, or a reproduction, shall be deemed to be an original of this Contract for all purposes and may be used for any and all purposes for which the original Contract may have been used. The parties further waive any right to challenge the admissibility or authenticity of this document in a court of law based solely on the absence of an original signature.
- i) In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions of this Contract, but this Contract shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the court or other tribunal making such determination is authorized and instructed to modify this Contract so as to affect the original intent of the parties as closely as possible so that the agreements contemplated herein are consummated as originally contemplated to the fullest extent possible.
- j) The venue and forum for any action arising out of this Contract shall be the State and Federal Courts having jurisdiction over the Property. Buyer and Seller both consent to the foregoing venue and forum.

EXHIBIT A

(Property Legal Description)

Group No: 2430

PIDN: 026-32-14-002.00

Commonly known as: 479 Victoria Street, Ludlow, Kentucky 41016

Lots 28, 29, 30, 31, 32 and the west eighteen (18) feet of Lot 33, Victoria Addition Subdivision of part of Ludlow Estate as same is shown on original plat 428 of the Kenton County Clerk's Record's at Covington, Kentucky.

Subject to any and all recorded easements, conditions, restrictions, liens, and other encumbrances of record or in existence.