

KENTUCKY TRANSPORTATION CABINET
Department of Highways
DIVISION OF RIGHT OF WAY AND UTILITIESTC 62-9
Rev. 05/2019
Page 1 of 3**PURCHASE AGREEMENT****SECTION 1: PROJECT INFORMATION**

COUNTY	ITEM NO.	PARCEL	NAME
Jefferson	5-0000.00	N/A	Jefferson County School District Finance Corporation
PROJECT NO.	FEDERAL NUMBER	PROJECT	
N/A	N/A	US-150 (W Broadway) * KY-31W (Dixie HWY)	

SECTION 2: AGREEMENT TERMS

I, Jefferson County School District Finance Corporation, hereinafter referred to as the Purchaser, do hereby agree to pay the sum of \$310,000.00 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 \$60,000.00 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 \$250,000.00 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 herein described property.



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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		3332 Newburg Road		
CITY	STATE	ZIP	PHONE	SURVIVORSHIP CLAUSE
Louisville	KY	40218	502-485-6107	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO

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

NAME	TITLE
Dr. Brian Yearwood	President



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SECTION 4: DEED INFORMATION (CONT.)

PARCEL *(Insert deed description.)*

Being a portion of dixie highway (18th street) located just west of the New Dixie Highway alignment and south of West Broadway in Louisville, Jefferson County, Kentucky and more particularly described as follows:

Beginning at a found 1/2" rebar with cap stamped "2747" at the northeast corner of a tract of land conveyed to Jefferson County School District Finance Corporation of record in deed book 12925, page 308 in the office of the clerk of Jefferson county, Kentucky and the northwest corner of a portion of Dixie Highway (18th street) as dedicated in deed book 374, page 639 in the aforesaid clerk's office, also being in the south right of way line of West Broadway (Hwy. 150); thence following the south right of way of West Broadway south 86°36'30" east, (this and all subsequent bearings refer to grid north of the Kentucky State Plane Coordinate System, North Zone, NAD 1983) 11.91 feet to a set 1-1/2" mag nail with washer stamped "Holland 4043"; thence following the south right of way of west broadway south 79°08'58" east, 49.16 feet to a found railroad spike at the northwest corner of a tract of land conveyed to Jefferson County School District Finance Corporation of record in deed book 12925, page 308 in the aforesaid clerk's office; thence leaving said south right of way south 18°29'27" west, 332.10 feet to a found right of way monument in the west right of way of the re-aligned Dixie Highway (18th street) of record in plat book 56, page 71 in the aforesaid clerk's office; thence following the west right of way of the re-aligned dixie highway along a curve to the left having a radius of 432.00 feet and a chord that bears south 36°40'02" west, 192.50 feet to a set 18" x 5/8" rebar with cap stamped "Holland 4043" in the east line of a tract of land conveyed to Jefferson County School District Finance Corporation of record in deed book 12925, page 308 in the aforesaid clerk's office; thence leaving the west right of way of the said dixie highway re-alignment north 18°28'14" east, passing a found 18" x 5/8" rebar with cap stamped "Holland 4043" at 68.42 feet and another found 18" x 5/8" rebar with cap stamped "Holland 4043" at 243.86 feet, 505.36 feet in all to the point of beginning, containing 0.547 acres based on a boundary survey by Derrick Scott Holland, Kentucky pls number 4043, Sabak, Wilson and Lingo, Inc. dated November 21, 2024.

Being a portion of the same property dedicated as right of way by plat dated May 22, 1891, of record in deed book 374, page 639, on file in the office of the clerk of Jefferson County, in Louisville, Kentucky.

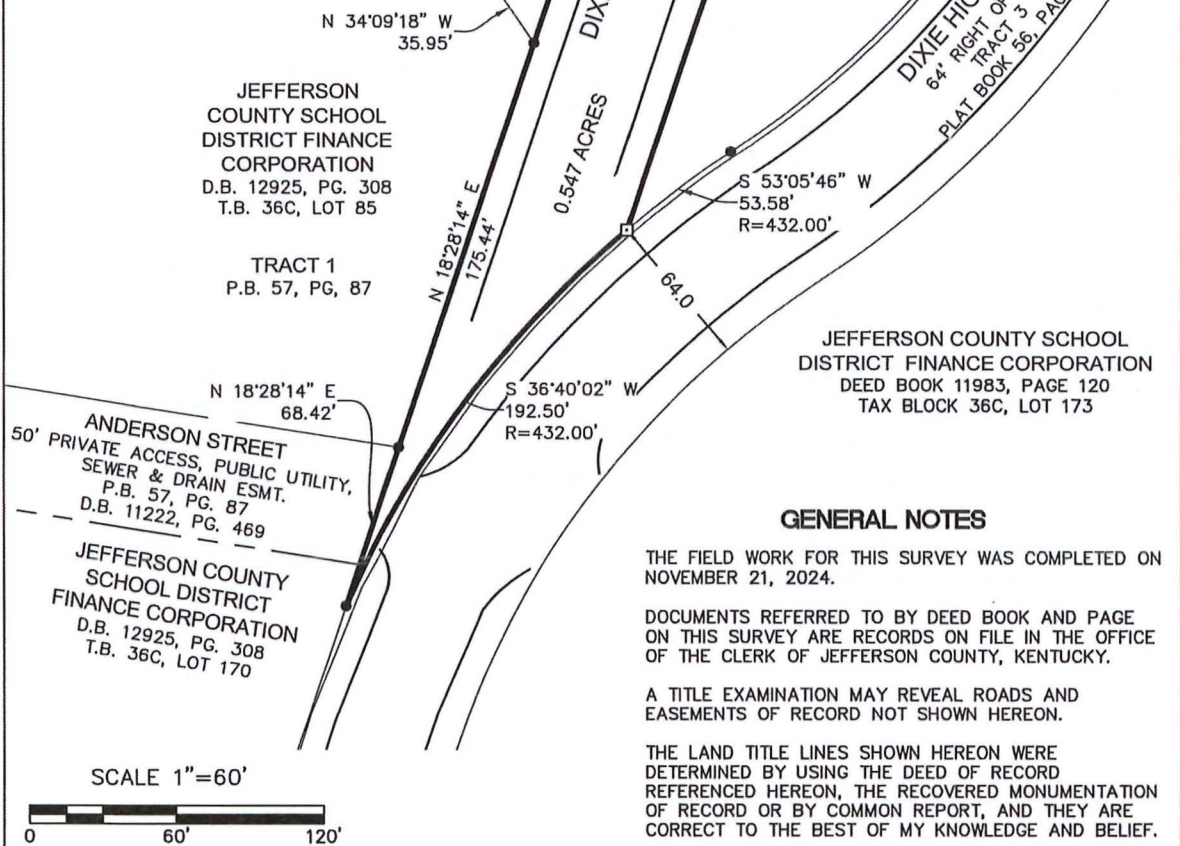
NORTH AND ALL BEARINGS SHOWN HEREON REFER TO GRID NORTH, KENTUCKY STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NAD 1983



LOCATION MAP
NO SCALE

LEGEND

- = FOUND OR SET 18" X 5/8" REBAR WITH CAP STAMPED "HOLLAND #4043" AT CORNER UNLESS OTHERWISE NOTED
- = FOUND 1/2" REBAR STAMPED "2747" UNLESS OTHERWISE NOTED
- = FOUND RIGHT OF WAY MONUMENT AT CORNER
- ☆— = SET 1-1/2" MAG NAIL



GENERAL NOTES

THE FIELD WORK FOR THIS SURVEY WAS COMPLETED ON NOVEMBER 21, 2024.

DOCUMENTS REFERRED TO BY DEED BOOK AND PAGE ON THIS SURVEY ARE RECORDS ON FILE IN THE OFFICE OF THE CLERK OF JEFFERSON COUNTY, KENTUCKY.

A TITLE EXAMINATION MAY REVEAL ROADS AND EASEMENTS OF RECORD NOT SHOWN HEREON.

THE LAND TITLE LINES SHOWN HEREON WERE DETERMINED BY USING THE DEED OF RECORD REFERENCED HEREON, THE RECOVERED MONUMENTATION OF RECORD OR BY COMMON REPORT, AND THEY ARE CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

BOUNDARY SURVEY

CLIENT

JEFFERSON COUNTY PUBLIC SCHOOLS
3332 NEWBURG ROAD
LOUISVILLE, KY 40218

SITE ADDRESS

1800 WEST BROADWAY
LOUISVILLE, KY 40203

PROJECT #3029-JCPS

DATE: 11/21/24

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THIS SURVEY WAS PERFORMED UNDER MY DIRECT SUPERVISION BY THE METHOD OF RANDOM TRAVERSE WITH SIDESHOTS. THE UNADJUSTED PRECISION OF THE TRAVERSE IS 1:26,498 AND WAS ADJUSTED FOR CLOSURE. THIS SURVEY MEETS OR EXCEEDS THE MINIMUM STANDARDS FOR A URBAN CLASS SURVEY AS ESTABLISHED BY THE COMMONWEALTH OF KENTUCKY, PER 201 KAR 18:150.

Derrick S. Holland 11-21-24
DERRICK S. HOLLAND, PLS NO. 4043 DATE



SABAK, WILSON & LINGO, INC.
ENGINEERS, LANDSCAPE ARCHITECTS & PLANNERS
608 SOUTH THIRD STREET
LOUISVILLE, KY 40202
PHONE: 502-584-6271 FAX: 502-584-6292

