

PURCHASE AGREEMENT

This Agreement is entered into this ____ day of _____ 2023 (“Effective Date”) by and between Kenton County, Kentucky (“Seller”) and City of Independence, Kentucky (“Buyer”).

WITNESSETH:

1. **Purchase and Sale:** Subject to terms, conditions and provisions hereinafter set for good and valuable consideration, the sufficiency of which is hereby acknowledged, Seller agrees to sell, and Buyer agrees to purchase a certain parcel of land located at 5200 and 5220 Kentucky Highway 17, and more particularly described as PIDN 046-00-00-025.02 (22.38 Acres) and PIDN 046-00-00-021.8 (3.23 Acres), collectively the (“Real Estate”).
2. **Purchase Price and Terms:** The purchase price for the Real Estate (“Purchase Price”) shall be Three Hundred Eighty Thousand Dollars (\$380,000.00) subject to the conditions listed below:
 - a. Buyer does not have a real estate agent and therefore shall be receiving a 3% credit for real estate agent fees which will lessen the net purchase price to Three Hundred Sixty-Eight Thousand and Six Hundred Dollars \$368,600.00.
 - b. Buyer shall pay the amount of Three Hundred Sixty-Eight Thousand and Six Hundred Dollars (\$368,600.00), which shall be paid, less the (\$5,000) Earnest Money Deposit, by wire, certified or cashier’s check and shall be payable upon delivery of the deed at the closing time set forth herein, or at such sooner time as mutually agreeable by the parties.
3. **Earnest Money Deposit.** Upon execution of this Agreement by the Buyer and the Seller, the sum of five thousand Dollars (\$5,000) (the “Earnest Money”) to be delivered by Buyer within Ten (10) business days of the Effective Date of this Agreement to the Title company of buyers choice, along with a copy of this Agreement, to be held in trust for the benefit of Seller until the closing of this transaction. Such amount shall be credited against the purchase price at closing subject to the terms of this Agreement. If this Agreement does not close because the contingencies provided for herein cannot be satisfied, said earnest money deposit shall be returned as provided for herein.
4. **Real Estate to be Conveyed:** The Real Estate shall include the land, together with any improvements thereon, all appurtenant rights, privileges, and easements.

5. **Inspection Period:** Buyer shall have Sixty (60) days from the Effective Date of this Agreement, to have the Real Estate inspected by qualified professionals and other inspectors, including but not limited to; Completion of an appropriate environmental study; Completion of an Appraisal ((Buyer will consider an appraisal performed by Seller within the last ninety (90) days)); Completion of a soil study; and, Completion of any other investigations or studies which may become necessary and relevant during the due diligence period and to perform any testing that the Buyer or Buyer's lender deems necessary. All inspections that the Buyer elects to conduct shall be carried out at the Buyer's sole cost and expense and Buyer shall be liable for any damages caused during any such inspections. The Buyer and their agents shall have permission to access the property during this time. The Buyer may rescind this Purchase Agreement within the Sixty (60) day Inspection Period at any time and for any reason.

6. **Personal Property:** No personal property shall be included in the sale of the Real Estate.

7. **Closing:**
 - a. The closing shall occur at the location selected by Seller, on or before August 1, 2023, or at such earlier date, time and place as determined by Buyer. At closing, title to the Real Estate herein described shall be conveyed by Seller to Buyer, by a General Warranty Deed, in fee simple, and shall be transferable, recordable, marketable and shall be free, clear and unencumbered, and shall be subject to easements, restrictions and reservations of record, and real estate tax assessments of record.

 - b. Seller shall pay for: (a) obtaining or recording any curative instruments, (b) preparation of a warranty deed, (c) the fees of Seller's attorneys and agents, (d) Seller's pro rata share of real property taxes through date of closing, (e) documentary stamps and recording fees due on the general warranty deed conveying title to the property, (f) deed preparation, (g) any other traditionally paid Seller fees.

8. **Occupancy and Possession:** Subject to further terms, conditions, and provisions of this Agreement, Seller shall grant Buyer possession and occupancy of the Real Estate herein described on the date of closing.

9. **Brokers:** Seller has engaged the services of Cindy A. Cahill of Cindy A. Cahill Realtor Inc. and is solely responsible for all fees. Seller hereby agrees to the extent allowable by law to indemnify and hold harmless the Buyer from and against all liability, including costs and expenses such as attorney's fees arising out of any claims by any other brokers, agents or finders that they

are entitled to such a commission or fee as the result of the actions of the indemnifying party.

10. Notice: All notices, communications, requests, approvals, consents, and demands are herein required to be given or made in writing and shall be deemed to be served when delivered personally or when deposited in the U.S. mail, registered or certified mail, postage prepaid, to the address of the appropriate party as set forth above.

11. Representations and Warranties of Seller. Seller, after reasonable inquiry, hereby states as follows:

(a) To the best of Seller's knowledge and belief, there have been no claims, notices, orders, or directives made or delivered to or served on Seller or its agents or of which Seller or its agents are aware, issued by any governmental department or agency having jurisdiction over the Real Estate, affecting the Real Estate or any part thereof or requiring any work to be done upon or about the Real Estate or any part thereof and there are no laws, statutes, codes, ordinances or resolutions authorizing work or improvements for which the Real Estate may be assessed.

(b) To the best of Seller's knowledge and belief, no proceedings are pending or threatened before any legal or administrative agencies having jurisdiction there-over affecting any of the Real Estate or with respect to any real estate taxes or assessments on any of the Real Estate, and no proceedings are pending with respect to any evidence of indebtedness affecting any of the Real Estate, and there is not now pending or threatened any litigation with respect to the ownership of any of the Real Estate or the rights of the Seller to enter into this Agreement and to convey any of the Real Estate.

(c) The Real Estate is being sold in its current condition and the Seller has not agreed to make any repairs or to give any allowance to Buyer for any repairs or is not agreeing to make any repairs or improvements that may be required relative to said Real Estate.

(d) Seller has no specific knowledge of the existence of any solid waste, hazardous waste or toxic substances of any kind being located on or stored upon said Real Estate.

(e) To the best of Seller's knowledge and belief, the Real Estate has never been used for the manufacture of any illegal drugs and has not been treated for any contamination related to the same.

(f) There are no unrecorded leases or liens pertaining to the Real Estate and no party or entity has any right, claim or license in, on, through or about the Real Estate

other than those which have been properly recorded in the Office of the County Clerk of Kenton County, at Independence, Kentucky.

(g) Seller is the lawful owner of the Real Estate, and the Seller has the right to sell the same.

(h) The representations, warranties, and disclaimers made by Seller shall survive Closing, if Seller shall not be in default hereof if any representation or warranty contained herein cannot be made at the Closing because of acts or other fault of the Buyer.

12. **Representations and Warranties of Buyer.** Buyer, after diligent inquiry, hereby represents and warrants the following to Seller for the purpose of inducing Seller to enter into this Agreement and to consummate the sale of the Real Estate:

(a) Buyer has the full right, power and authority to enter into and deliver this Agreement and to consummate the purchase of the Real Estate and the Improvements thereon in accordance with the terms and conditions stated herein and to perform all covenants and agreements of Buyer hereunder.

(b) Buyer acknowledges that Buyer has been given full access to the Real Estate and Improvements, and that Buyer, and or agents of the Buyer, have had the opportunity to inspect said Real Estate, and acknowledges and agrees that the Real Estate and any Improvements on the Real Estate are being sold in an "as is" condition and that the Seller is not making any representation or warranties as to the condition of said Improvements and that the Seller has not agreed to make any repairs or improvements to Real Estate.

(c) Buyer has not relied on any representations or warranties of the Seller with regard to the condition of the Real Estate and Improvements, other than those representations and warranties specifically stated herein.

13. **Conditions Precedent to Buyer's Obligation to Purchase.** This Agreement and Buyer's obligations hereunder are expressly conditioned upon each and every one of the following conditions:

(a) Seller shall have made arrangements to satisfy any and all liens and encumbrances against the Real Estate at prior to or at the time of Closing, if any.

(b) The approval by Buyer in Buyer's sole discretion of the condition of title to the Real Estate, including without limitation, approval of any restrictions and other conditions of record on the Real Estate. Buyer or Buyer's attorney shall notify Seller in writing prior to Closing if condition of title is not approved.

(c) Buyer is satisfied with all inspections and testing of the Real Estate.

(d) Buyer shall receive formal approval from the Independence City Council at a regularly scheduled City Council meeting.

(e) Each and every one of Seller's representations and warranties set forth hereinabove being true and correct as of the date of Closing.

(f) The Property of Seller will not have been adversely affected as a result of fire, explosion, earthquake, disaster, accident or other casualty and any inspections conducted by Buyer shall generate results that are satisfactory to the Buyer.

(g) Seller will have performed and complied in all material respects with all obligations under this Agreement which are to be performed or complied with on or prior to the Closing Date.

If any of the foregoing conditions are not approved or satisfied by Buyer prior to the date of Closing, Buyer shall deliver written notice to Seller of Buyer's disapproval of such condition and Buyer shall have the right, at Buyer's sole election, either to waive the condition in question and proceed with the purchase or, in the alternative, terminate this Agreement. If Buyer fails to object in writing to any of the foregoing conditions prior to closing, Buyer shall be deemed to have approved such condition and to have waived such condition as a condition precedent to Buyer's obligation to close the transaction contemplated herein. Buyer shall have sixty (60) days to cancel this Purchase Agreement for any reason within the Inspection Period and shall be entitled to a full refund of its Earnest Money Deposit and Seller shall have no remedy against the Buyer.

In the event Buyer timely elects to terminate this Agreement under any provision hereof, neither party shall have any further rights or obligations under this Agreement unless otherwise provided herein and the Seller shall refund the Earnest Money Deposit to the Buyer within ten (10) days following the date of the receipt of the written notice of termination of this Agreement.

14. **Default.** Should Buyer default hereunder, the Earnest Money shall be forfeited as the exclusive remedy and damages to Seller. Should Seller default, Buyer's Earnest Money shall be refunded to Buyer. In addition, the Buyer may elect to sue, in contract, for damages or specific performance of this Agreement, or both. In the event that any party hereto shall file suit for breach or enforcement of this Agreement (including suits filed after Closing which are based on or related to the Agreement), the prevailing party shall be entitled to recover all costs of such enforcement, including reasonable attorney's fees. In the event that any party exercises its right to terminate due to the default of the other

pursuant to the terms of this Agreement, the terminating party retains the right to pursue legal rights and remedies against the defaulting party pursuant to the Claims against Local Governments Act following termination. The parties hereby agree that immunities are not waived, that all remedies are fair and equitable and neither party will assert the lack of mutuality of remedies, rights and/or obligations as a defense in the event of a dispute.

15. **Miscellaneous:**

- a. Time of Essence: Time is of the essence hereof.
- b. Governing Law: This Agreement is made and shall be construed under and in accordance with the laws of the Commonwealth of Kentucky without regard to its conflicts of law principles.
- c. Entire Agreement; Modification: This Agreement supersedes all prior discussions and agreements between Seller and Buyer with respect to the Real Estate and contains the sole and entire understanding between Seller and Buyer with respect to the Real Estate. All promises, inducements, offers, solicitations, agreements, commitments, representations, and warranties heretofore made between such parties are merged into this Agreement. This Agreement shall not be modified or amended in any respect except by written instrument executed by or on behalf of each of the parties to this Agreement.
- d. Counterparts: This Agreement may be executed in one or several counterparts, each of which constitute an original and all of which together shall constitute one and the same instrument.
- e. Rights Cumulative: Except as expressly limited by the terms of this Agreement, all rights, powers, and privileges conferred hereunder shall be cumulative and not restrictive of those given by law.
- f. Benefit: This Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns, as the case may apply.
- g. Survival and Provisions: All representations, covenants, warranties and agreements set forth in this Agreement, if any, shall survive the execution or delivery of any and all deeds and other documents at any time executed or delivered under, pursuant to, or by reason of this Agreement, and shall survive the payment of all monies made under, pursuant to, or by reason of this Agreement.
- h. Severability: If any provision of this Agreement is judged by a court of competent jurisdiction to be illegal or unenforceable, that provision is severed from this Agreement and the remaining provisions remain in force.
- i. No Waiver: Either party's failure to object to any default on the part of the other party shall not be construed as a waiver of such default.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the last date written below (“Effective Date”).

BUYER:

City of Independence, Kentucky

Christopher J. Reinersman, Mayor

Date

SELLER:

Kenton County Fiscal Court

Kris Knochelmann, Judge Executive

Date