

**MADISON COUNTY FISCAL COURT
MADISON COUNTY, KY
RESOLUTION 2024-70**

**A RESOLUTION AUTHORIZING THE FIRST AMENDMENT TO AN AGREEMENT
BETWEEN THE MADISON COUNTY FISCAL COURT, THE CITY OF RICHMOND,
AND THE AMERICAN BATTLEFIELD TRUST**

WHEREAS, the Madison County Fiscal Court (the "Transferor"), the City of Richmond (the "Transferee"), and the American Battlefield Trust (the "Grantor") (and collectively referred to herein as the "Parties") entered into an Agreement of Conveyance of Real Property (the "Agreement") on March 14, 2023, by Resolution 2023-28; and

WHEREAS, the Transferor agreed to convey to the Transferee, and the Transferee agreed to acquire from Transferor three (3) parcels of real property located at 976 Battlefield Memorial Hwy., Richmond, KY, containing approximately 20.89 acres, more or less, and identified as parcels 8, 9, and 10, described more particularly in Deed Book 615, Page 702, recorded in the Office of the Madison County Clerk (Property); and

WHEREAS, the American Battlefield Trust has requested additional time for federal grant processing to secure a conservation easement for the purposes of preserving this historical property; and

WHEREAS, the Parties have agreed that the closing date shall be amended to February 28, 2025, and the remaining provisions of the Agreement shall remain the same and in full force and effect;

NOW, THEREFORE, BE IT RESOLVED THAT THE FISCAL COURT DOES HEREBY APPROVE THIS RESOLUTION AND AUTHORIZES THE JUDGE EXECUTIVE AND/OR HIS DESIGNEE TO NEGOTIATE AND EXECUTE CONTRACTS ON BEHALF OF THE COUNTY.

Motion made by Bothin, seconded by Combs.

Vote:	Yes	No
Judge Executive Reagan Taylor	<u>✓</u>	<u> </u>
Magistrate James Brian Combs	<u>✓</u>	<u> </u>
Magistrate Billy Ray Hughes	<u>✓</u>	<u> </u>
Magistrate Stephen Lochmueller	<u>✓</u>	<u> </u>
Magistrate Tom Botkin	<u>✓</u>	<u> </u>

Signed:

R-29
Reagan Taylor
Madison County Judge Executive

6-25-2024
Date

Attested:

Kenny Barger
Kenny Barger
Madison County Clerk

6-25-2024
Date

**FIRST AMENDMENT TO AGREEMENT OF PURCHASE AND SALE
OF REAL PROPERTY**

THIS FIRST AMENDMENT to an Agreement of Purchase and Sale of Real Property ("First Amendment") is made and entered into effective as of the 28th day of June, 2024 (the "Effective Date"), by and between: MADISON COUNTY FISCAL COURT, having a mailing address of 135 West Irvine Street, Suite 300, Richmond, KY 40475 (the "Transferor"), the CITY OF RICHMOND, a municipality in the Commonwealth of Kentucky with a mailing address of 239 West Main Street, Richmond, KY 40475 (the "Transferee") and the AMERICAN BATTLEFIELD TRUST, a Virginia non-stock corporation with a mailing address of 1156 15th Street, NW, Suite 900, Washington, DC 20005 (the "Grantor") (and collectively referred to herein as the "Parties").

WHEREAS, the Parties did effective as of March 14, 2023, make and enter into that certain Agreement of Conveyance of Real Property (the "Agreement"), whereby Transferor agreed to convey to Transferee and Transferee agreed to acquire from Transferor three (3) parcels in Madison County, Kentucky located at 976 Battlefield Memorial Hwy., Richmond, KY 40475, containing approximately 20.89 acres more or less and identified by parcels 8, 9 and 10, further identified by PVA identification number 0071-0000-0007-D, and as described in a deed recorded with the Madison County Clerk in Deed Book 615, Page 702 (the "Property".)

WHEREAS, the Parties have agreed that the Closing Date as defined in Section 9.1 of the Agreement shall be amended to February 28, 2025.

WHEREAS, Transferee and Transferor desire to modify and amend the Agreement to reflect the revised Closing Date in relevant part as more fully described below.

NOW THEREFORE, in consideration of the above-stated recitations, the mutual promises herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending legally to be bound, hereby covenant and agree to amend and modify certain of the provisions of the Agreement as follows:

1. Closing Date. The Closing Date in Section 9.1 of the Agreement is amended to February 28, 2025.

2. Binding Effect. This First Amendment shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

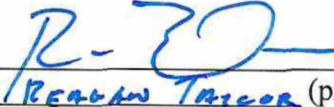
3. Conflicts. In the event any provision of this First Amendment conflicts with a provision of the Agreement, such provision of this First Amendment shall govern and control for all purposes and in all respects.

4. Ratification. Except as amended and modified hereby, the remaining provisions of the Agreement shall remain the same and in full force and effect, survive execution of the Deed and the Agreement is hereby ratified and confirmed for all purposes and in all respects as to the Property. In no manner is any provision of this First Amendment intended to negate the terms and provisions of the Agreement previously agreed to by Transferor and Transferee.

5. Counterparts. This First Amendment may be executed in counterparts, which may be transmitted by facsimile or electronic mail, each of which shall be deemed an original, but all of which together shall constitute the same instrument.

IN WITNESS WHEREOF, the parties hereto have entered into this First Amendment as of the date first set forth above.

TRANSFEROR:
MADISON COUNTY FISCAL COURT

By  (SEAL)
Rebecca Tabor (print name)
Its Judge Executive
Date: 6 - 25, 2024

TRANSFeree:
CITY OF RICHMOND

By: _____ (SEAL)

Its _____
Date: _____, 2024

GRANTOR:
AMERICAN BATTLEFIELD TRUST

By:  (SEAL)
Thomas M. Gilmore
Its Chief Land Preservation Officer
Date: June 21, 2024

**MADISON COUNTY FISCAL COURT
MADISON COUNTY, KY
RESOLUTION 2023-28**

**A RESOLUTION AUTHORIZING AN AGREEMENT TO CONVEY 976 BATTLEFIELD
MEMORIAL HWY TO THE CITY OF RICHMOND, SUBJECT TO A GRANT OF
HISTORICAL CONSERVATION EASEMENT**

WHEREAS, the County of Madison, KY (County) is the owner of three (3) parcels of real property located at 976 Battlefield Memorial Hwy., Richmond, KY, containing approximately 20.89 acres, more or less, and identified as parcels 8, 9, and 10, described more particularly in Deed Book 615, Page 702, recorded in the Office of the Madison County Clerk (Property); and

WHEREAS, the Property holds historical significance by virtue of its connection with the Battle of Richmond; and

WHEREAS, the City of Richmond (Richmond) has entered into a Memorandum of Understanding with the County, under which ownership and operation of Battlefield Park is transferred to Richmond; and

WHEREAS, Richmond desires to take ownership of the Property in conjunction with its ownership and operation of Battlefield Park, and for the use and enjoyment of the citizens of Madison County; and

WHEREAS, KRS §67.0802 authorizes the transfer of real property to another governmental agency; and

WHEREAS, the American Battlefield Trust operates to preserve America's historic battlefields and has procured funding to secure a conservation easement to preserve this historical Property; and

WHEREAS, it is the desire of the County, the City of Richmond, and the American Battlefield Trust that the Property be transferred to the City of Richmond, upon payment to the County of \$500,000.00 on behalf of the American Battlefield Trust to secure a conservation easement for the purposes of preserving this historical property;

NOW, THEREFORE, BE IT RESOLVED THAT THE FISCAL COURT DOES HEREBY APPROVE THE PROPOSED AGREEMENT AND AUTHORIZES THE JUDGE EXECUTIVE AND/OR HIS DESIGNEE TO EXECUTE SAME ON BEHALF OF THE COUNTY.

Motion made by Bathn, seconded by Combr.

Vote:

Yes

No

Judge Executive Reagan Taylor

Magistrate James Brian Combs

Magistrate Stephen Lochmueller

Magistrate Billy Ray Hughes

Magistrate Tom Botkin

<u>✓</u>	<u> </u>
<u>✓</u>	<u> </u>
<u>✓</u>	<u> </u>
<u>✓</u>	<u> </u>
<u>✓</u>	<u> </u>

Signed:

R-30 -
Reagan Taylor
Madison County Judge Executive

3-14-2023
Date

Attested:

Kenny Barger MCC
Kenny Barger
Madison County Clerk

3-14-2023
Date

AGREEMENT OF CONVEYANCE OF REAL PROPERTY

THIS AGREEMENT OF PURCHASE AND SALE OF REAL PROPERTY (the "Agreement") is made effective as of the 14TH day of March, 2023, being the last and latest date affixed hereto next to the signature lines of the Transferor and Transferee, the "Effective Date"), by and between MADISON COUNTY FISCAL COURT, having a mailing address of 101 West Main Street, Richmond, KY 40475 (the "Transferor"), the CITY OF RICHMOND, a municipality in the Commonwealth of Kentucky with a mailing address of 239 West Main Street, Richmond, KY 40475 (the "Transferee") and the AMERICAN BATTLEFIELD TRUST, a Virginia non-stock corporation with a mailing address of 1156 15th Street, NW, Suite 900, Washington, DC 20005 (the "Grantor") (and collectively referred to herein as the "Parties").

RECITALS:

A. Transferor is the fee simple record title owner of three (3) parcels in Madison County, Kentucky located at 976 Battlefield Memorial Hwy., Richmond, KY 40475, containing approximately 20.89 acres more or less and identified by parcels 8, 9 and 10, further identified by PVA identification number 0071-0000-0007-D, and as described in a deed recorded with the Madison County Fiscal Court in Deed Book 615, Page 702, together with all improvements and buildings with appliances constructed thereon, timber, and all rights, privileges, and easements appurtenant thereto or used in connection therewith, including all of Transferor's right, title, and interest in and to any streets, alleys, easements, rights-of-way, public ways, or other rights appurtenant, adjacent, or connected thereto or used in connection therewith (collectively the "Property");

B. Transferor desires to convey all of its right, title and interest in and to the Property, and Transferee desires to accept and acquire above-described Property AS-IS, WHERE-IS, subject only to the contingencies, terms and conditions herein contained in this Agreement, and therefore, Transferor and Transferee are executing and ratifying the Agreement to specify and set forth the terms and conditions under which the Transferor will convey, and the Transferee will accept and acquire the aforesaid Property.

NOW THEREFORE, WITNESSETH: In consideration of the mutual promises and covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Transferor hereby agrees to convey to Transferee, and Transferee agrees to acquire from the Transferor in fee simple title, the Property, under the following terms and conditions:

1. Sale of Property. Subject to the terms and conditions of this Agreement, Transferor will convey to Transferee, and Transferee will acquire from Transferor all of Transferor's right, title and interest in and to the Property.

2. Consideration; Terms of Payment; Deposit. On or before September 30, 2023, or within five (5) business days of notification of award of the American Battlefield Protection Program grant funding the acquisition of the Property as referenced in Section 9.1, whichever is sooner,

Grantor shall provide to the Transferor TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000.00) as the first of two payments (the "First Installment") in cash, or by cashier's or certified check, or by wire transfer of funds delivered to the Transferor, representing one-half of the total consideration of FIVE HUNDRED THOUSAND DOLLARS and NO CENTS (\$500,000.00) (the "Consideration") for the conveyance of the Property to Transferee. At Closing, the Grantor shall pay the Transferor an additional TWO HUNDRED AND FIFTY THOUSAND DOLLARS and NO CENTS (\$250,000.00), representing the balance of the Consideration in cash, or by cashier's or certified check, or by wire transfer of funds delivered to Transferor, of which amount the Deposit (as hereinafter defined) shall be made a part and credited towards the payment of such Consideration. Recordation of the deed conveying title to the Property is to be accomplished within three (3) business days after the Closing Date. to the Closing Date shall occur within sixty (60) days following the award of the American Battlefield Protection Program Land Acquisition Grant, but not later than March 31, 2024.

Within ten (10) business days of the mutual and full execution and delivery of this Agreement, Grantor shall deliver to Transferor an earnest money deposit in the amount of TEN THOUSAND DOLLARS (\$10,000.00) (the "Deposit"), which Deposit shall be paid by Grantor in the form of cash or cashier's or certified check, or by wire transfer of funds. The Deposit is refundable to Grantor in the event of default hereunder by Transferor. If this Agreement is not closed, then Transferor shall disburse the Deposit as applicable in the manner provided for elsewhere herein.

3. Contingencies.

3.1 Environmental. This agreement is contingent upon the completion of a Phase I Environmental Assessment, to be paid for by Grantor; and furthermore, this Agreement is contingent upon there being no items or information contained in the Phase I Environmental Assessment that the Grantor, in its sole and absolute discretion, finds unsatisfactory.

3.2 Survey. This agreement is contingent upon the completion of a survey of the Property to be paid for by Grantor; and furthermore, this Agreement is contingent upon there being no items or information contained in the survey of the Property that the Grantor, in its sole and absolute discretion, finds unsatisfactory.

4. Feasibility Study Period; Due Diligence.

4.1 Purpose, Duration, Etc. Grantor and Transferee shall have a period of time (the "Feasibility Study Period") from the Effective Date of this Agreement, within which to conduct such tests and investigations with respect to the Property as it shall deem necessary and/or appropriate to its determination to proceed to Closing, and in which time to obtain the approval of the requisite committees of Grantor and/or Transferee to proceed to Closing. The Feasibility Study Period shall commence on the Effective Date of this Agreement and shall expire at 5:00 p.m. E.S.T. on September 30, 2023. During the Feasibility Study Period, Grantor shall, at its sole cost and expense, (a) undertake and finalize its title and survey investigations, (b) have the right to conduct

all desired due diligence investigations, tests and studies with respect to the Property including, without limitation, zoning, engineering, and environmental tests and studies, and (c) arrange for any financing necessary to its purchase of the Property; provided, however, that in connection with such due diligence investigations Grantor shall use all reasonable efforts not to disturb or interfere with the rights of Transferor at the Property.

4.2 Delivery of Due Diligence Items; Access. Transferor shall , upon request from Grantor, make available any surveys, existing title reports, improvement plans and specifications, studies, reports, environmental reports, title insurance policies, copies of leases and amendments (if any), or other information which Transferor has in its possession or control with respect to the Property. During the Feasibility Study Period, upon reasonable notice from Grantor and/or Transferee to Transferor, Transferor agrees to allow Transferee and Transferee's agents or representatives reasonable access to the Property for purposes of any non-intrusive physical or environmental inspection of the Property necessary in the reasonable discretion of Transferee to evaluate and analyze the feasibility of purchasing and acquiring the Property for Transferee's intended use thereof. Transferee agrees not to conduct or authorize any physically intrusive testing of, on, or under the Property without first obtaining Transferor's written consent as to the timing and scope of work to be performed, such consent not to be unreasonably withheld or delayed. Further, should Grantor's activities in connection with the Feasibility Study disrupt the prior condition of the premises, then Grantor shall be responsible for restoring said premises to its condition prior to such activities.

4.3 Title and Survey. As provided in Section 5, during the Feasibility Study Period, Grantor and/or Transferee shall obtain the Title Commitment and a survey of the Land prepared by a professional land surveyor licensed in Kentucky (the "Survey").

4.4 Grantor's Right to Terminate. Grantor shall have the right, in its sole and absolute discretion, for any reason or no reason at all, on or before the expiration and conclusion of the Feasibility Study Period to terminate its obligation to purchase the Property by giving Transferor written notice of termination (the "Termination Notice") if Grantor decides, in its sole and absolute discretion, not to purchase the Property. If the Termination Notice is timely given, the Transferor shall return the Deposit, as well as any portion of the consideration which has already been paid, to Grantor and neither Transferor nor Grantor shall have any further obligations or liabilities hereunder except as expressly set forth in this Agreement. In the event that Grantor does not tender to Transferor the Termination Notice on or prior to the expiration and conclusion of the Feasibility Study Period, then (i) this Agreement shall not be terminated as of the expiration of the Feasibility Study Period, but shall remain in full force and effect, it being deemed that the Grantor shall proceed forward to purchase and acquire the Property, and (ii) the Deposit shall become nonrefundable (except in the event of a Transferor default or failure of a condition precedent to Closing).

In the event Grantor terminates this Agreement pursuant to this Section 4.4, then, upon the request of Transferor, Grantor shall, without lien, cost or expense to Transferor, and without warranty or representation, immediately deliver and transfer to Transferor copies of all work product (exclusive of confidential work product generated by Grantor's attorneys, accountants, or staff) prepared by or on behalf of the Transferee that is specific only to the Property, including

tests, studies, plans, and plats as prepared in connection with Transferee's prospective ownership of the Property. This provision shall survive termination of this Agreement.

4.5 Grantor's Obligations with respect to Due Diligence. After its inspections are completed, to the extent that such restoration is necessitated by Grantor's and/or Transferee's inspections, Grantor and/or Transferee shall restore the Property to substantially the same condition as immediately prior to Grantor and/or Transferee's inspections. Grantor agrees to indemnify Transferor for all claims or damages to the extent attributable to Grantor's inspections, including, without limitation, claims for personal injury or property damage, and including all costs and attorneys' fees, whether caused by Grantor or any of Grantor's employees, contractors, agents or licensees. These obligations of Grantor to restore and indemnify shall survive termination of this Agreement.

5. Title. It shall be a condition precedent to Grantor's obligation to proceed to Closing that, on the Closing Date, title to the Property shall be good of record and in fact, marketable, free of any liens and encumbrances except the Permitted Encumbrances (as defined below), and otherwise insurable at regular rates by a reputable title insurance company. Grantor and/or Transferee has ordered a commitment from a title company (the "Title Company") to issue an owner's policy of title insurance insuring the Land (the "Title Commitment"), and promptly upon receipt, but not later than September 1, 2023, shall provide the Transferor with a true and complete copy of the Title Commitment. At that time Grantor and/or Transferee shall notify Transferor in writing as to which (if any) of the matters disclosed in the Title Commitment are unacceptable to the Grantor and/or Transferee, except that the Grantor and/or Transferee shall not be obligated to notify the Transferor of Grantor's and/or Transferee's objections to any financial liens or encumbrances created by Transferor that may be released upon payment of a specified or computable sum of money (the "Financial Liens") affecting the Property, as Transferor is obligated to cure such Financial Liens before the Closing Date. Within seven (7) calendar days after receipt of the Title Commitment and Grantor and/or Transferee's letter of objections, the Transferor shall notify the Grantor and/or Transferee in writing as to which (if any) of the title matters objected to by the Grantor and/or Transferee the Transferor is willing to correct. If Transferor does not notify Grantor and/or Transferee as set forth above, it shall be deemed that Transferor has refused to correct any such matter(s) to which Grantor and/or Transferee has objected. Grantor and/or Transferee shall then have the balance of the Feasibility Study Period to either elect to waive those title defects that the Transferor has not agreed to remedy and cure, or to terminate this Agreement if Grantor and/or Transferee remains unsatisfied with the condition of title to the Property. In the event of termination of this Agreement, neither party shall have any further rights or obligations under this Agreement, except for those obligations which survive termination hereunder, and Transferor shall return the Deposit to Grantor. "Permitted Encumbrances" as used herein shall mean (i) those title matters that appear on Schedule B-2 of the Title Commitment (other than Financial Liens and the so-called "pre-printed exceptions") and to which Grantor and/or Transferee makes no objection and (ii) those title matters to which Grantor and/or Transferee makes objection, and Transferor refuses to correct, and despite such refusal Grantor and/or Transferee nevertheless elects to proceed hereunder after expiration of the Feasibility Study Period.

6. Disclaimer. Except for the express representations made herein by Transferor to Transferee with regard to the Property, Transferee acknowledges and agrees that Transferor has

not made, does not make, and specifically negates and disclaims any other representations, warranties, promises, covenants, agreements, or guaranties of any kind or character whatsoever, whether express or implied, oral or written, past, present, or future, of, as, to, concerning, or with respect to (a) the value, nature, quality, or condition of the Property, (b) the income to be derived from the Property, (c) the suitability of the Property for any and all activities and uses which Transferee may conduct thereon, (d) the compliance of or by the Property or its operation with any laws, rules, ordinances, or regulations of any applicable governmental authority or body, (e) the habitability, merchantability, marketability, profitability or fitness for a particular purpose of the Property, (f) the manner, quality, state of repair, or lack of repair of the Property, or (g) any other matter with respect to the Property. Transferor is not liable or bound in any manner by any verbal or written statements, representations, or information pertaining to the Property, or the operation thereof, furnished by any real estate broker, agent, servant, or other person. Transferee further acknowledges and agrees that to the maximum extent permitted by law, the sale of the Property as provided for herein is made on an "AS IS" "WHERE IS" condition and basis with all faults. The provisions of this section/paragraph shall survive Closing.

7. Representations of Transferor. Transferor represents the following:

7.1 Due Authorization, Ownership, and Authority. Transferor is the legal owner of the Property, and does have the legal right, power and authority to enter into this Agreement and to perform its/their obligations hereunder, including conveying the Property. Transferor has not granted any options or rights of first refusal or rights of first offer to other third parties to purchase or otherwise acquire an interest in the Property.

7.2 Encroachments. To the best knowledge of Transferor there are no encroachments on to the Property from adjoining property, and the Property does not encroach on adjoining property, easements, or streets.

7.3 FIRPTA. Transferor hereby represents and warrants to Transferee that Transferor is not a "foreign person or company" within the meaning of Section 1445 of the Internal Revenue Code of 1986, and Transferor further agrees, if requested at closing, to furnish Transferee an affidavit to this effect.

7.4 Litigation. To the best of Transferor's knowledge, Transferor has received no notice of liens or other special assessments being levied and made against the Property by any governmental authority; there are no actions, suits, or proceedings before any judicial or quasi-judicial body, or by or before any governmental authority, pending or threatened, against or affecting Transferor or the Property; and to the best knowledge of Transferor there is no basis for any such action. Transferor shall comply with all notices, orders, or requirements of any governmental authority asserting jurisdiction over the Property that are noted or issued prior to the Closing Date.

7.5 Bankruptcy. Transferor is not the subject of any bankruptcy, reorganization, or receivership proceedings filed or petitioned for under United States Bankruptcy laws.

7.6 Compliance with Laws. Transferor has no actual knowledge or notice of and, to the best of Transferor's knowledge, no fact or condition currently exists or previously existed on the Property which may give rise to any violation of state, local, or federal law and regulations (zoning, occupancy, fire, environmental) governing the Property.

7.7 Leases. The Property is not the subject of any lease or other agreement granting another party possession or occupancy of the Property.

7.8 Environmental. To the Transferor's best knowledge, without any independent study or assessment having been made or conducted, the Property is free of all contamination by hazardous waste and materials and toxic substances as those terms are defined under federal and state environmental regulations and laws governing the Property, except as otherwise previously disclosed to Grantor and Transferee. Transferor has received no notice and has not been cited for violating such environmental regulations.

All of the above representations and warranties of the Transferor set forth in this Agreement shall be true upon the execution of this Agreement and shall be deemed to be repeated by Transferor on the Closing Date without the necessity of a separate certificate with respect thereto and shall survive the delivery of the Deed and other closing instruments and documents for a period of six (6) months.

8. Covenants and Understandings of the Parties.

8.1 Transferor's Actions. From and after the Effective Date of this Agreement, Transferor shall refrain from making any other change to the Property without the express written permission of Grantor and Transferee having been first obtained; refrain from committing any waste to the Property; and shall observe all laws, ordinances, regulations, and restrictions affecting the Property and the use thereof.

8.2 No Further Encumbrance. From and after the Effective Date of this Agreement, without in each instance first obtaining the prior written consent of Grantor and Transferee, the Transferor shall not (i) encumber and/or pledge the Property or any portion thereof, or otherwise grant a further lease, lien or security interest to another in the Property or any portion thereof, or (ii) permit to exist any recorded mechanic's, materialmen's, laborer's, judgment or other adversarial lien upon all or any portion of the Property unless such lien is as the result of work performed by or on behalf of the Transferee.

8.3 Payment of Charges. Transferor shall, prior to the Closing Date, (i) pay as and when due and owing all real estate taxes and other public charges assessed against the Property, subject to adjustment at Closing as provided herein; (ii) pay all of its bills for labor, materials, or services for work performed on or with respect to the Property; (iii) pay and keep current without delinquency all existing loan obligations of Transferor presently collaterally secured against the Property; (iv) in no way or manner adversely change the state or condition of title to the Property; and (v) not breach or violate the terms of any covenants, restrictions, easements or agreements affecting the Property.

8.4 All of the representations set forth in Section 8 herein are true and correct as if made by Transferor as of the Closing Date, unless permitted to be otherwise qualified and/or waived by Transferee in their sole discretion.

9. Closing. The purchase and sale of the Property shall be consummated as follows:

9.1 Closing Date. Closing on the purchase and sale of the Property shall occur on or before within sixty (60) days following the award of the American Battlefield Protection Program Land Acquisition Grant, but not later than March 31, 2024.

9.2 Location of Closing. The Closing shall be consummated on a date and at a time agreed upon by Grantor, Transferee and Transferor (the "Closing Date") at such a place as shall be agreed upon by the Transferee and Transferor.

9.3 Conditions to Closing. It is an express precondition to Grantor and Transferee's obligation to close hereunder that all of the following are true and correct (or waived in writing by Grantor and/or Transferee) on and as of the Closing Date:

9.3(1) Title to the Property shall be in the condition required by Section 5 herein.

9.3(2) Any and all municipal approvals, as required by law.

9.3(3) Receipt of \$220,000 in federal grant proceeds funding the acquisition, which funds are conditioned upon the grant of a conservation easement in favor the Kentucky Heritage Council prior to the transfer of title to Transferee. Grantor asserts that the grant of the contemplated conservation easement is the sole condition/limitation in connection with the award of the contemplated federal grant funds.

9.3(4) Receipt of \$250,000 in funding from the Commonwealth of Kentucky.

9.3(5) As a condition of the federal grant identified in 9.3(3) Conveyance of a conservation easement to the Kentucky Heritage Council within sixty (60) days of the disbursement of said federal grant funds, and receipt of such funds by the Transferor. The grant of this conservation easement shall occur prior to, or simultaneous with, but not subsequent to, the transfer of title to Transferee.

9.3(6) All of the contingencies provided for in Section 3 herein shall have either been satisfied or waived by Grantor and/or Transferee.

In the event of a failure of a condition which the Grantor and/or Transferee refuses to waive, Grantor and/or Transferee may in its sole and absolute discretion, either extend the date of Closing up to ninety (90) calendar days in order to permit time to satisfy the contingency or terminate this

Agreement and receive the prompt return of the Deposit from the Transferor or waive such condition and proceed to Closing.

9.4 Transferor's Instruments and Items. At Closing, Transferor shall (i) execute any document(s) necessary to complete a grant of conservation easement in favor of the Kentucky Heritage Council as required as a condition of the award of federal grant funds in connection with this transaction, (deliver or cause to be delivered to Transferee (a) a customary and recordable General Warranty Deed conveying to the Transferee fee simple title to the Property (title being in the condition required in Section 5 of this Agreement), and (b) the following other documents: (1) a Non-Foreign Affidavit, and (2) an Owner's Title Affidavit, and (ii) execute such documents or instruments as shall be reasonably required by the Grantor and/or Transferee, and the title company and Settlement Agent of Grantor and/or Transferee, to consummate the sale of the Property and insure title to the Property in the condition required by the terms hereof.

9.5 Transferee's Instruments. At Closing the Grantor shall pay to the Transferor any remaining unpaid Consideration for the Property and the parties shall execute such documents or instruments as shall be reasonably required to consummate the sale of the Property and remaining portion of the Consideration.

9.6 Tender of Settlement. Delivery of all required items and documents by either party shall constitute performance of such party's delivery obligations hereunder.

9.7 Costs and Expenses of Closing. At Closing, Transferor shall pay Transferor's attorney's fees, all costs pertaining to the pay-off and release of any existing financial liens or encumbrances, which are required to be released by Transferor pursuant to the terms of this Agreement, the cost of the preparation of the Deed, the Grantor's recording tax assessed by the County Clerk in recording the Deed, and any delinquent or current owing real estate taxes that may be then due and owing against the Property. At Closing, Grantor shall pay the Grantor's attorney's fees, the cost of title examination, title insurance premiums (to the extent any such insurance is purchased), all the applicable state and county transfer and deed recordation taxes imposed on the Deed (other than the Grantor's tax), and any and all other costs and expenses customarily paid by the Grantor at Closing, including the cost of the preparation of a survey of the Property.

9.8 Adjustments. The payment of any public and/or private utilities not otherwise paid for and owing from Transferor on the Property, and other revenues and/or expenses affecting the Property, shall all be adjusted and pro-rated as of and on the Closing Date as between Transferor and Transferee, and the payment of the real estate taxes and other municipal charges and assessments assumed thereafter by the Transferee.

9.9 Possession. Possession of the Property shall be delivered by Transferor to Transferee at Closing without any leases or parties in possession or occupancy, except as otherwise provided herein.

10. Brokerage/Agents and Commissions. Transferor and Transferee are not represented by any agent, broker, or finder with respect to the transaction contemplated by this Agreement. In the event that any claim for commission or finder's fee is brought by any other person or entity as a

consequence of the transaction contemplated hereby, and as a result of any action or omission of either Transferor or Transferee, then Transferor or Transferee, as the case may be, shall hold harmless the other party against any loss, cost, or expense of any nature, including, but not limited to court costs and reasonable attorney's fees, arising as a consequence of the claim for the commission or fee. The provisions of this paragraph shall survive settlement hereunder or the termination of this Agreement.

11. Notices. All notices, demands, requests and other communications permitted or required pursuant to the provisions of the Agreement shall be in writing and shall be deemed to have been properly given or served for all purposes on that day when actually presented personally by hand delivery, or the day after deposit with a nationally recognized overnight express delivery/courier service, charges prepaid, or three (3) business days after deposit in the U.S. mail, first class, postage prepaid, properly addressed to the respective addresses as follows:

Transferor:
Madison County Fiscal Court
101 West Main Street
Richmond, KY 40475

Transferee:
City of Richmond
239 West Main Street
Richmond, KY 40475

Grantor:
American Battlefield Trust
1156 15th Street, NW Suite 900
Washington, DC 20005

12. Default and Remedies.

12.1 By Grantor or Transferee. If Grantor or Transferee shall fail to discharge any of its obligations hereunder and shall fail to cure same within fifteen (15) calendar days after receiving written notice of default from Transferor (except that no notice shall be required in connection with a failure to timely close the acquisition contemplated herein), then the Transferor may, as its sole remedy hereunder, retain the Deposit as being forfeited by the Grantor to the Transferor as agreed upon liquidated damages and as Transferor's sole remedy for such default. Thereafter neither Grantor nor Transferee nor Transferor shall have any liability or obligations one to the other under this Agreement, except to the extent that liability exist on the part of Grantor or Transferee, their agents or assigns, for property damage or bodily injury in connection with the conduct of the contemplated surveys, inspections or Feasibility Study as set forth herein.

12.2 By Transferor. If Transferor shall default in its obligations hereunder, or shall breach a representation made herein, or shall fail to perform any covenant provided herein, and

such default, breach, or failure is not cured within fifteen (15) calendar days after written notice of same from Grantor or Transferee (except that no such notice shall be required in connection with a failure to timely close the transaction contemplated herein) then Grantor or Transferee, upon providing written notice to Transferor, shall at Grantor or Transferee's option and election be entitled to either (a) terminate this Agreement and declare it null and void and receive a refund of the Deposit; or (b) waive such default or breach and proceed to Closing, without any reduction in the Consideration and without any further claim against Transferor therefor; or (c) exercise its right to obtain specific performance of such term, provision, covenant, or agreement, and of Transferor's obligation to convey the Property pursuant to this Agreement.

12.3 Both Parties. Anything in this Agreement to the contrary notwithstanding, at any time prior to the Closing Date the Transferor (in the event of the occurrence or happening, from time to time, of any one of the following to the Grantor or Transferee), or the Grantor or Transferee (in the event of the occurrence or happening, from time to time, of any one of the following to the Transferor), may, at their sole option and discretion, deem this Agreement to be in breach and elect to terminate this Agreement, and in addition thereto, should the breach be by the Transferor, the Grantor shall be entitled to receive back the Deposit, and should the breach be by the Grantor, the Transferor shall be entitled to receive the Deposit:

(i) If by the order of a court having or claiming jurisdiction, a trustee, receiver or liquidator of the Transferor or Transferee shall be appointed, and such order shall not be discharged or dismissed within sixty (60) days after such appointment; or

(ii) If the Transferor or Transferee shall file a petition in bankruptcy or for an arrangement or for reorganization pursuant to the Bankruptcy Reform Act of 1978, as amended, or any similar law, federal or state, or if, by decree of a court having or claiming jurisdiction, the Transferor or Transferee shall be adjudicated a bankrupt, or be declared insolvent, or shall make an assignment for the benefit of creditors, or shall admit in writing its inability to pay its debts generally as they become due, or shall consent to the appointment of a custodian, trustee, receiver or liquidator of all or any part of its property, or shall file an answer admitting the material allegations of any petition filed against it in any bankruptcy, reorganization or insolvency proceeding; or

(iii) If any of the creditors of the Transferor or of the Transferee, or any other person shall file a petition in bankruptcy against the Transferor or Transferee pursuant to the Bankruptcy Reform Act of 1978, as amended, or any similar law, federal or state, and if such petition shall not be discharged or dismissed within sixty (60) days after the date on which such petition was filed.

12.4 Prevailing Parties. In any action to enforce the provisions of this Agreement, the prevailing party shall be entitled to the award of its reasonable attorney's fees and costs.

13. Entire Agreement. All prior negotiations between the parties hereto concerning the Property shall be considered integrated into this Agreement, and there are no agreements between the parties not specifically set forth herein. Any amendment to the terms of this Agreement must be in writing signed by the party to be charged therewith. Any letter agreements that have passed

between the Transferor, Grantor and Transferee prior to this Agreement are deemed superseded by this Agreement.

14. Time. Time shall be considered of the essence in the performance of the requirements of this Agreement.

15. Assignment. Grantor shall have the right to assign this Agreement, but only with the prior consent of Transferor.

16. Applicable Law. This Agreement shall be construed in accordance with the laws of the Commonwealth of Kentucky without regard to its conflicts of laws provisions.

17. No Merger. Unless specifically precluded or limited herein, the rights, obligations, covenants, and agreements of the parties created by this Agreement shall survive the Closing Date and the execution of the Deed to the Property and shall not be merged therein.

18. Captions/Headings. The captions and headings in this Agreement are for the convenience of reference only of the parties, shall not be considered a material part hereof, and do not in any manner define, describe, or limit the scope or intent of this Agreement or any of the provisions or terms hereof.

19. Binding Effect. The covenants, conditions and agreements herein contained shall inure to the benefit of and bind the heirs, executors, legal representatives, successors and/or assigns of the parties hereto.

20. Counterparts. This Agreement may be executed by the various parties hereto in counterparts, and when all counterpart documents are executed, the counterparts shall constitute a single binding instrument.

21. Relationship of the Parties. Notwithstanding any other provision of this Agreement, or any agreements, contracts or obligations that may derive herefrom, nothing herein shall be construed to make the parties hereto partners or joint venturers, or to render either party liable for any of the debts or obligations of the other party, it being the intention of this Agreement merely to create the relationship of Transferor, Grantor and Transferee with regard to the Property to be conveyed hereby.

22. Amendments; Waivers. No change or modification to this Agreement shall be valid unless the same is in writing and signed by Grantor, Transferee and Transferor. No purported or alleged waiver of any of the provisions of this Agreement shall be binding or effective unless in writing and signed by the party against whom it is sought to be enforced.

24. Risk of Loss. All risk of loss to the Property shall remain with Transferor prior to the Closing Date.

25. Expiration. This Agreement shall expire unless executed by the Parties on or before March 17, 2023.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have caused this Agreement of Purchase and Sale to be executed effective the date first above written.

TRANSFEROR:
MADISON COUNTY FISCAL COURT

By R-29- (SEAL)
REAGAN TAYLOR (print name)
Its JUDGE EXECUTIVE

Date: MARCH 14, 2023

TRANSFeree:
CITY OF RICHMOND

By: Robert R. Blythe (SEAL)
Robert R. Blythe
Its Mayor

Date: March 15, 2023

GRANTOR:
AMERICAN BATTLEFIELD TRUST

By: Thomas M. Gilmore (SEAL)
Thomas M. Gilmore
Its Chief Land Preservation Officer

Date: March 10, 2023



AMERICAN
BATTLEFIELD
TRUST ★ ★ ★
PRESERVE. EDUCATE. INSPIRE.

March 29, 2024

The Honorable Reagan Taylor
Judge Executive
Madison County Fiscal Court
101 West Main Street
Richmond, KY 40475

RE: Closing Date Extension

Your Honor:

This letter is to give you notice that the American Battlefield Trust, as Grantor for the transaction involving Madison County Fiscal Court and the City of Richmond, involving (3) parcels in Madison County, Kentucky located at 976 Battlefield Memorial Hwy., Richmond, KY 40475, containing approximately 20.89 acres more or less and identified by parcels 8, 9 and 10, further identified by PVA identification number 0071-0000-0007-D, under a certain Agreement of Conveyance of Real Property dated March 14, 2023 (the "Agreement"), is extending the Closing Date under the Agreement to on or before **June 30, 2024**, as permitted under Section 9.3(3), pending approval and receipt of federal grant funding for the acquisition.

Please let me know if you have any questions or concerns. Thank you again for the opportunity to preserve this "hallowed ground" at the Richmond Battlefield!

Very truly yours,

Kathleen Robertson

Kathleen Robertson

Cc: Jill Williams, via email Jill.Williams@madisoncountky.us