



Bobbie Holsclaw
Jefferson County Clerk's Office

As evidenced by the instrument number shown below, this document
has been recorded as a permanent record in the archives of the
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INST # 2022127497

BATCH # 391611

JEFFERSON CO, KY FEE \$59.00

STATE OF KY DEED TAX \$578.00

PRESENTED ON: 06-03-2022 2 10:09:28 AM

LODGED BY: LOUISVILLE ASSOCIATION FOR COMMUNITY ECONOMICS INC

RECORDED: 06-03-2022 10:09:28 AM

BOBBIE HOLSCLOW

CLERK

BY: SHERRI SCHULTZ

RECORDING CLERK

BK: D 12371

PG: 86-94

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QUITCLAIM DEED

THIS QUITCLAIM DEED is made and entered into on May 31, 2022, from

Finzer Street 2015 LLC, a Kentucky limited liability company
Waterfront Plaza, Suite 1110
325 West Main Street
Louisville, Kentucky 42728 ("Grantor")

to

Louisville Association for Community Economics, Inc.,
a Kentucky non-profit corporation
PO Box 1501
Louisville, Kentucky 40201 ("Grantee")

WITNESSETH

In consideration of gift from Grantor to Grantee, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Grantor hereby quitclaims and conveys to Grantee any and all of its right, title and interest in that certain real property located on Finzer Street, Louisville, Jefferson County, Kentucky 40203, which is more particularly described on **EXHIBIT A** attached hereto and made a part hereof (the "Property").

The Property shall hereafter be held, maintained, transferred, sold and conveyed and owned subject the following conditions and restrictions found on Exhibit B.

The in-care-of address to which the property tax bill for 2022 may be sent is: PO Box 1501, Louisville, Kentucky 40201.

For purposes of KRS 382.135, the Grantor and Grantee certify that the transfer effected hereby is for nominal consideration and the estimated fair cash value of the property herein conveyed is \$577,830.00.

IN WITNESS WHEREOF, Grantor and Grantee have executed this Quitclaim Deed as of the date first set forth above.

GRANTOR:

Finzer Street 2015 LLC, a Kentucky limited liability company

By: Ronald V. Gallo

Name: Ron V. Gallo
Title: President & CEO

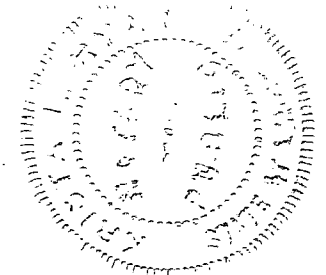
STATE OF KENTUCKY)
) SS
COUNTY OF JEFFERSON)

The foregoing Quitclaim Deed, including the consideration certificate contained therein, was sworn to and acknowledged before me on May 31, 2022 by Ronald V. Gallo as President & CEO of Finzer Street 2015 LLC, a Kentucky limited liability company on behalf of company

Krista L. Ryan


Notary Public

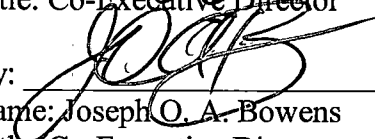
My Commission Expires:

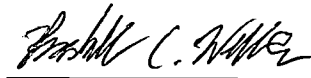


GRANTEE:

Louisville Association for Community Economics, Inc.

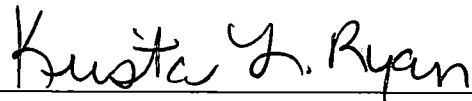
By: 
Name: Tiffany Michelle Brown
Title: Co-Executive Director

By: 
Name: Joseph O. A. Bowens
Title: Co-Executive Director

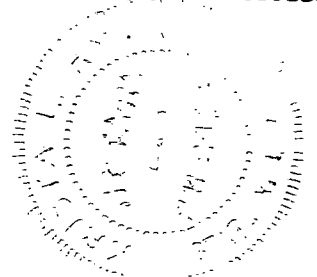
By: 
Name: Randall C. Webber
Title: President

STATE OF KENTUCKY)
) SS
COUNTY OF JEFFERSON)

The foregoing Quitclaim Deed, including the consideration certificate contained therein, was sworn to and acknowledged before me on June 1, 2022 by The above, as officers of Louisville Association for Community Economics, Inc., a Kentucky non-profit corporation on behalf of corporation.


Notary Public

My Commission Expires: _____



This Quitclaim Deed Prepared
Without Title Examination

Tanner Nichols, Esq.
FROST BROWN TODD LLC
400 W. Market Street, 32nd Floor
Louisville, Kentucky 40202-3363




EXHIBIT A

TRACT II

Beginning at the Southwest corner of Finzer (formerly Jacob Street) and Jackson Streets; thence running Westwardly along the South side of Finzer Avenue (formerly Jacob Street) 183- 3/12 feet and thence extending back Southwardly of same width throughout, the East line binding on the Westwardly line of Jackson Street 175 feet to Jacob (formerly Laurel) Street.

TRACT III

Parcel 1: Beginning on the North side of Jacob Avenue, formerly Laurel Street, Two Hundred and Twenty five (225) feet East of Preston Street; running thence Eastwardly along the North side of Jacob Avenue, Twenty Five (25) feet and extending back Northwardly of the same width throughout and in lines parallel with Preston Street, Eighty seven and one half (87 1/2) feet.

Parcel 2: Beginning at a point on the North side of Jacob Avenue, formerly Laurel Street Two Hundred and Fifty (250) feet East of Preston Street thence Eastwardly with Jacob Avenue, formerly Laurel Street thirty one and three twelfths (31 3/12) feet, thence Northwardly parallel with Preston Street sixty three and ten twelfths (63 10/12) feet thence westwardly thirty one and three twelfths (31 2/12) feet, thence southwardly parallel with Preston Street, sixty three and ten twelfths (63 10/12) feet to the point of beginning.

TRACT IV

Beginning on the South side of Finzer Street, formerly Jacob Street, 281 and 3/12 feet East of Preston Street, running thence Eastwardly along the South side of Finzer Street, 34 and 3/12 feet and extending back Southwardly of the same width throughout between lines parallel with Preston Street, 175 feet to Jacob Street, formerly Laurel Street.

TRACT V

Beginning at a point on the South side of Finzer Street (formerly Jacob Street) 225 feet East of the East side of Preston Street; thence running eastwardly along the South line of Finzer Street (formerly called Jacob Street) 56 feet and 3 inches; thence running Southwardly, parallel with Preston Street 111 feet 2 inches; thence running Westwardly along the line parallel with Finzer Street, (formerly called Jacob Street), 31 feet 3 inches; thence Northwardly along the line parallel with Preston Street 23 feet 8 inches; thence Westwardly along the line parallel with Finzer Street (formerly called Jacob Street) 25 feet; thence Northwardly along the line parallel with Preston Street 87 feet 6 inches to the point of beginning.

Being part of the same property conveyed from Hillerich & Bradsby Co. (Incorporated), by General Warranty Deed dated June 30, 2015, recorded in Deed Book 10431, Page 348 as further conveyed and /or corrected by Warranty Deed dated July 1, 2015 recorded in Deed Book 10431, Page 353, both in the Office of the Clerk of Jefferson County, Kentucky.

EXHIBIT B

DocuSign Envelope ID: 322209C1-1F55-43A2-9443-19C0929DB6C7

**Land Grant Agreement**

The Real Estate Asset Legacy Foundation of Kentucky (the Foundation), a Supporting Organization of the Community Foundation of Louisville has approved a Land Grant of Tracts II, III, IV and V as described in Exhibit A. with an estimated value of \$625,000 to **Louisville Association for Community Economics, Inc. (aka LACE, the Grantee)** to support the **Louisville Community Grocery, LCA** as referenced in Exhibit B. This Land Grant is made possible by the **Hillerich & Bradsby Co.**

LACE accepts the Transfer of the property under the Land Grant with the following understanding:

1. An unencumbered, good and marketable fee simple title to Property will be conveyed to the Grantee, by Foundation, by deed of general warranty which the usual title company will insure, free of all liens and encumbrances, except easements apparent and of record, any and all applicable land use and zoning regulation for Jefferson County, Kentucky and such restrictive covenants that may be of record and on file in the offices of the Jefferson County Clerk.
2. If applicable, all real estate taxes and other assessments relating to the Property due and payable in calendar year 2022 shall be prorated between the Foundation and Grantee from January 1, 2022 to date of deed.
3. Risk of loss shall be retained by the Foundation until date of closing of the Transfer.
4. Foundation represents and warrants that there are no fees or commission due to any Broker or real estate agent or other party as a result of this conveyance.
5. The Grantee may have access to the Property to perform any review it deems necessary prior to the Grantee's acceptance of the Land Grant.
6. The Foundation agrees to pay all of the closing costs of the Transfer including deed preparation, title examination and title insurance, transfer tax and recording fees, and any additional closing fees.

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Furthermore, the undersigned hereby agree to the following grant conditions:

The property transferred under this Land Grant shall be used for the primary purpose of developing a commercial cooperative grocery store, to be operated by the Louisville Community Grocery, LCA.

1. In the event that LACE is unable to break ground on the commercial development within 24 months of the execution of this Land Grant Agreement, the Foundation shall be contacted to evaluate the progress of the initiative for consideration of a 12-month extension, with such decision the exclusive right of the Foundation. In the event an extension is not granted by the Foundation, the subject property shall be transferred permanently to REBOUND, Inc. (a nonprofit Community Housing Development Organization) to be developed as REBOUND deems appropriate for significant Smoketown resident and stakeholder benefit.
2. To notify the Foundation immediately of any change in (a) IRS proposed or actual revocation (whether or not appealed) of Grantee's tax status, (b) Grantee's executive or key staff responsible for achieving the grant purposes, and (c) Grantee's ability to develop the subject property in accordance with this Land Grant Agreement.
3. To respond to all inquiries from the Foundation concerning the progress on development of the subject property in accordance with this Land Agreement.
4. The Foundation believes that the work it supports through your organization and others is important to our community. Therefore, we encourage you to share news about your Foundation grant with staff, board members, volunteers, other prospective funders, the people you serve, the news media, and the community in general. Please acknowledge "Community Foundation of Louisville." If you desire a high-resolution version of the Foundation's logo to use in print or online materials, or a current "About CFL" description, please contact the staff person below.
5. To give the Foundation reasonable access to the grantee's files and records for the purpose of making such financial audits, verifications, and investigations as it deems necessary concerning the grant, and to maintain such files and records for a period of at least four years after completion or termination of the project.
6. To allow the Foundation to include information about this grant in the Foundation's periodic public records, newsletter, news releases, social media postings, and on the Foundation's website. This includes the amount and purpose of the grant, any photographs you have provided, your logo or trademark, and other information and

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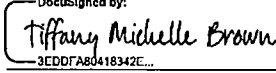
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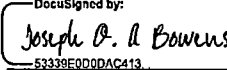
materials about your organization and its activities.

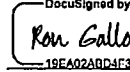
- 7. The period of performance is May 1, 2022 to April 31, 2024. The undersigned agrees to provide written reports according to the following timeline:
 - Written report describing progress toward attaining development capital, construction drawings, and contractor commitments every 6 months. If you have questions, please contact Ramona Dallum Lindsey, ramonal@cflouisville.org, 502.855.6971.

The Foundation's commitment to diversity encompasses, but is not limited to ethnicity, race, age, gender identity/expression, sexual orientation, national origin, economic background/circumstances, physical and/or mental abilities, veteran status, regional differences, marital or parental status, immigration status, philosophy/religion, and education. We will assess and update this list annually to ensure it is inclusive and reflects the community we serve.

We respect and celebrate diversity that contributes to a healthy and caring community. The Community Foundation of Louisville commits its resources to facilitate and enable change that is inclusive of groups with diverse cultures, philosophies, and experiences. We always seek and welcome partnership in our efforts.

DocuSigned by:

 Tiffany Michelle Brown, CO- Executive Director, Louisville Association for Community Economics,
 4/5/2022 _____ Date

DocuSigned by:

 Joseph O. A. Bowens, Co-Executive Director, Louisville Association for Community Economics,
 Inc.
 4/5/2022 _____ Date

DocuSigned by:

 Ron Gallo, CEO/President, Real Estate Asset Legacy Foundation (a Supporting Organization of
 Community Foundation of Louisville)
 4/5/2022 _____ Date