



**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  
Jefferson County Clerk's Office.



**INST # 2022133709**

**BATCH # 393235**

**JEFFERSON CO, KY FEE \$59.00**

**STATE OF KY DEED TAX \$472.50**

PRESENTED ON: 06-10-2022 2 11:08:59 AM

LODGED BY: REBOUND INC

RECORDED: 06-10-2022 11:08:59 AM

BOBBIE HOLSCLAW  
CLERK

BY: LEEMESIA EDWARDS  
INDEXING CLERK

**BK: D 12377**

**PG: 337-345**

**QUITCLAIM DEED**

**THIS QUITCLAIM DEED** is made and entered into on June 9, 2022, from

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

to

Rebound, Inc., a Kentucky non-profit corporation  
1535 West Broadway  
Louisville, Kentucky 40203 ("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 at 400 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: 1535 West Broadway, Louisville, Kentucky 40203.

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 \$472,170.00.

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

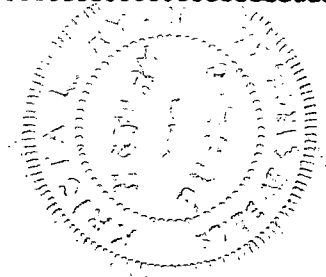
Title: President & CEO

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 June 9, 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:

Rebound, Inc.

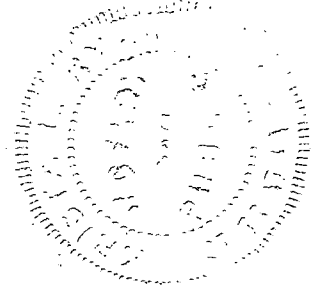
By: *Kevin Dunlap*  
Name: Kevin Dunlap  
Title: Executive Director

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 9, 2022 by Kevin Dunlap, as Executive Director of Rebound, Inc., a Kentucky corporation on behalf of corporation.

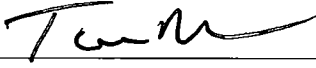
*Krista L. Ryan*  
Notary Public

My Commission Expires: \_\_\_\_\_



This Quitclaim Deed Prepared  
Without Title Examination

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

  
\_\_\_\_\_

**EXHIBIT A**

TRACT I

Beginning at the southeast corner of Preston and Jacobs Streets, and running Southwardly along the East line of Preston Street, one hundred and seventy five (175) feet, and extending back eastwardly, of the same width throughout, the North line of said lot binding on the South side of Jacob Street, and the south line of said lot binding on the North line of Laurel Street, two hundred and twenty five feet (225).

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: 495994ED-00F4-4B62-9759-58E653089F32

**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 Tract I as described in Exhibit A with an estimated value of \$625,000 to **REBOUND, Inc. (the Grantee)** to support the **Smoketown & Russell Community Land Trust (CLT)** as referenced in Exhibit B. This Land Grant is made possible by the **Hillerich & Bradsby Co.**

REBOUND 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.

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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.

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

1. The property transferred under this Land Grant shall be used for the exclusive purpose of:
  - a. REBOUND will receive and steward the one-acre parcel to support a Community Land Trust ("CLT") for the benefit of Smoketown and Russell neighborhoods.
  - b. The CLT will develop the land with the ultimate goal of supporting "an economically prosperous community in which the culture of the neighborhood is preserved, affordable housing remains permanent, and residents have the opportunity to pursue career advancement and accumulate wealth."
  - c. When the CLT is an established, registered 501c3 organization with a Board of Directors including Smoketown residents and stakeholders, REBOUND will transfer ownership of the one-acre parcel to the CLT.
2. Signed documents (e.g., memorandum of understanding, contracts, letters of support) must be provided to the Foundation indicating partner (currently REBOUND, Inc.; Bates CDC; River City Housing; Center for Neighborhoods; Grounded Solutions) commitments to support an emerging CLT.
3. In the event that the CLT is unable to establish a Board of Directors and obtain a 501c3 designation 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.
4. 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



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this Land Grant Agreement.

5. To respond to all inquiries from the Foundation concerning the progress on development of the subject property in accordance with this Land Agreement.
6. 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.
7. 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.
8. 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 materials about your organization and its activities.
9. 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 501c3 designation and establishing a Board of Directors every 6 months. If you have questions, please contact Ramona Dallum Lindsey, [ramonal@cflouisville.org](mailto: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

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