

FIRST AMENDMENT TO INTERLOCAL COOPERATION AGREEMENT FOR WASTEWATER SERVICES AND ACQUISITION OF FACILITIES

THIS FIRST AMENDMENT to the Interlocal Cooperation Agreement For Wastewater Services and Acquisition of Facilities (the "First Amendment") is made and entered in to this 7 day of July, 2022 by and between the City of Hillview, a municipal corporation and city of the home rule class located in Bullitt County, Kentucky ("Hillview"), and the Louisville and Jefferson County Metropolitan Sewer District, a political subdivision and public body corporate, duly created and existing pursuant to KRS Chapter 76, acting by and through its duly appointed Board as its statutory governing body ("MSD") (Hillview and MSD collectively, the "Parties").

RECITALS

WHEREAS, on March 28, 2022, the MSD Board authorized the Interlocal Cooperation Agreement for Wastewater Services and Acquisition of Facilities by and between MSD and Hillview (the "Agreement") in substantial form;

WHEREAS, on May 2, 2022, the City Commission of Hillview and Mayor of Hillview authorized the Agreement in substantial form;

WHEREAS, subsequent to the authorizations, due diligence revealed substantive inaccuracies in the Agreement pertaining to the assets to be transferred and the real property to be subdivided and conveyed;

WHEREAS, KRS 65.210 *et seq.* requires approval of the Agreement from the Louisville Metro Council and Mayor, as well as the Kentucky Attorney General;

WHEREAS, in an effort to more accurately reflect the transactions contemplated by the Agreement prior to seeking the above-mentioned approvals, the Parties now seek to amend Sections 5.1, 5.4, and 8.1 of the Agreement to update the tangible and real property being transferred and conveyed, and to extend the Closing Date.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing, the mutual covenants, promises and conditions set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. Recitals. The above recitals are true and correct and are incorporated herein by this reference.
2. Definitions. Unless otherwise defined herein, all capitalized terms used herein have the same meanings assigned to them in the Agreement.
3. Amendments.
 - a. Section 5.1 of the Agreement hereby excepts from the definition of "Assets" to be transferred the pump station commonly referred to as the Geek Squad Pump Station, as said pump station is privately owned;

- b. Section 5.4(a) of the Agreement shall be deleted and replaced with the following:

Real Property. Hillview agrees to convey to MSD by Special Warranty Deed any and all real property necessary and/or important to the functioning of the Wastewater Facilities in which it has fee simple title, to be executed at Closing; provided however, Hillview shall subdivide the property located at 285 Brooks Way, Brooks, Kentucky (the "Brooks Way Property"/ "Property") as depicted by the Minor Plat attached hereto as **Exhibit 1**. Per the subdivision of the Brooks Way Property, Tract 1A consisting of .932 acres shall be conveyed to MSD by Special Warranty Deed, and the remainder 1.067 acres shall be reserved by Hillview and excepted from conveyance.

- c. The "Closing Date" in Section 8.1 of the Agreement is hereby revised by deleting the date "June 30, 2022" and replacing it with "September 30, 2021."

4. Reaffirmation. Except as expressly modified by this First Amendment, the Agreement is hereby ratified and confirmed by the Parties and shall remain in full force and effect.
5. Counterparts. This Amendment may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument. This Amendment may be executed by facsimile or other electronic medium signature (including by .pdf), which shall be effective as if it were an original executed counterpart of this Second amendment.

[End of Text; Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Second Amendment as of the date first written above.

THE CITY OF HILLVIEW, KENTUCKY

By: [Signature]

As: MAYOR

Authorized on 7/7/2022

LOUISVILLE AND JEFFERSON COUNTY
METROPOLITAN SEWER DISTRICT

By: [Signature]

As: EXECUTIVE DIRECTOR

Authorized on 6-27-22

Approved as to legality and form:

[Signature]

Board Counsel

Louisville and Jefferson County Metropolitan Sewer District