

## CONSENT AND RELEASE

This Consent and Release is made and entered into this 14<sup>th</sup> day of ~~OCTOBER~~, 2016, by and between **Board of Education of Jefferson County, Kentucky** (the "Board"), operating as Jefferson County Public Schools, and the **City of Shively** (the "City").

WHEREAS, the City deems it necessary to perform the work described below on the property described below in order to construct a sidewalk along Garrs Lane; and

WHEREAS, the Board is agreeable to having said work performed by the City.

**Address of Property:** Butler Traditional High School ("Butler"); 2222 Crums Lane, Louisville, Kentucky 40216

**Description of Work** (the "Work"): Grading and restoration required for the construction of a sidewalk along Garrs Lane. All construction activities will be limited to the area between the existing fence for the football field and the edge of pavement on Garrs Lane. The existing fence will not be disturbed.

NOW THEREFORE, in consideration of the benefits accruing to said property through the construction of a sidewalk to make it safer for student and pedestrians to access the property, the Board hereby consents and agrees that the City, its agents, employees and assigns may enter and come upon the above described property for the purpose of performing the Work.

The Board agrees that, subject to the terms of this Consent and Release, it will assert no claim whatsoever, of any kind or type, against the City, its agents, employees or assigns by reason of the performing of the Work except that the City shall be liable for (i) any breach of its obligations under this Consent and Release and (ii) any damage to persons or property which results from the City's, its agents', employees' and assigns' acts or omissions during the course of the Work as it is performed on the property and which occurs during such performance, including without limitation any failure to (a) take reasonable measures to minimize interference with the operation of Butler during the Work (b) protect its facilities and the facilities of others affected by the Work, and to properly police same (c) maintain and leave the property affected by the Work in a safe, clean, orderly and commercially reasonable condition, and (d) promptly repair and restore any damaged portion of the property.

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IN TESTIMONY WHEREOF, witness the signatures of the Board and the City.

**THE BOARD:**

**BOARD OF EDUCATION OF JEFFERSON  
COUNTY KENTUCKY**

By: Donna Hargens  
Donna Hargens, Ed.D., Superintendent

**THE CITY:**

**CITY OF SHIVELY**

By: Sherry A. Coz  
Mayor, Acquisition Agent

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