

SEND TAX BILL, IF ANY, TO:

Board of Education of Jefferson County, Kentucky  
3332 Newburg Road  
Louisville, Kentucky 40218-2414

**SPECIAL WARRANTY DEED**

**THIS SPECIAL WARRANTY DEED**, executed by the hereafter named Grantor and Grantee on the date or dates shown by the notarial certificate or certificates hereon, but delivered, effective and dated this 17 day of July, 2019, by and between the

**URBAN RENEWAL AND COMMUNITY  
DEVELOPMENT AGENCY OF LOUISVILLE  
444 South Fifth Street, Suite 500  
Louisville, Kentucky 40202-2332**

**(Grantor)**

**BOARD OF EDUCATION OF JEFFERSON COUNTY, KENTUCKY  
3332 Newburg Road  
Louisville, Kentucky 40218-2414**

**(Grantee)**

**WITNESSETH:**

For good and valuable consideration of **One Dollar** paid to the Grantor, and other good and valuable consideration, the receipt of which is hereby acknowledged, Grantor does hereby bargain, sell, grant, and convey unto the Grantee, **in fee simple**, with covenant of **SPECIAL WARRANTY**, subject to the conditions and restrictions recited below, the following described real property (the "Property"), located in Jefferson County, Kentucky:

**Street Address**

Gibson Lane

**PVA Tax Parcel No.**

06-049A-0123-0000

BEGINNING at a point in the adjusted line per agreement with District Engineer, Kentucky State Highway, said point being South 89° 11' 30" East 22.39 feet and North 27° 56' 32" East 5.61 feet from the intersection of the East right-of-way line of 39<sup>th</sup> Street with the North right-of-way line of Young Avenue; thence with said adjusted line North 27° 56' 32" East 501.01 feet to a point which is South 27° 56' 32" West 21.35 feet from the South right-of-way line of Gibson Lane; thence with a line parallel to Gibson Lane South 89° 11' 30" East 60.30 feet to a point in the Westerly line of tract conveyed to the Louisville Board of Education by deed recorded in Deed Book 3743, Page 267, in the office of the Clerk of the County

Court of Jefferson County, Kentucky; thence with said Westerly line South 31° 25' 49" West 518.12 feet to a point which is North 31° 25' 49" East 5.81 feet from the North right-of-way line of Young Avenue; thence with a line parallel to Young Avenue North 89° 11' 30" West 24.88 feet to the point of beginning.

EXCEPT THEREFROM that portion conveyed to the Commonwealth of Kentucky for the use and benefit of the Department of Highways, by Deed dated August 5, 1968 and recorded October 4, 1968, of record in Deed Book 4227, Page 260, in the Office of the County Clerk of Jefferson County, Kentucky.

BEING a part of the property acquired by the Urban Renewal and Community Development Agency of Louisville, by deed dated August 1, 1968, of record in Deed Book 4212, Page 146, in the Office of the Clerk of Jefferson County, Kentucky.

Being the same property transfer approved by the Commissioners of the Urban Renewal and Community Development Agency of Louisville by Resolution Number 11, Series 2018.

Grantor covenants that it is lawfully seized of the estate hereby conveyed, that it has full right and power to convey same and that the Property is free and clear of all liens and encumbrances, except easements and restrictions of record and restrictions contained in the Southwick Urban Renewal Plan.

#### SECTION A

It is understood and agreed that one of the considerations moving the Urban Renewal and Community Development Agency of Louisville ("Agency") in this transaction and conveyance is the covenant on the part of the Grantee for themselves, their successors and assigns, to:

- a. Utilize the Property solely for an educational purpose;
- b. Maintain the Property and keep same in a good and safe state of repair and in compliance with all Louisville Metro Ordinances and Regulations, including, but not limited to, the Louisville Metro Property Maintenance/Nuisance Code (Louisville Metro Code of Ordinances Chapter 156), as may be amended from time to time, and all applicable federal and state laws and regulations pertaining to environmental protection.

Said covenants are declared to be covenants running with the land for a period of ten (10) years from the date of this deed.



Grantee further agrees that in the event that subsequent to conveyance of the property or any part thereof:

(a) Grantee shall fail to comply with the conditions contained in Section A above; or

(b) there is any transfer of the property or any part thereof and such violation shall not be cured within sixty (60) days after written demand by the Agency to the Grantee;

then the Agency shall have the right to reenter and take possession of the property and to terminate (and revert in the Agency) the estate conveyed by this Deed to the Grantee, it being the intent of this provision that the conveyance of the property to the Grantee shall be made upon a condition subsequent to the effect that in the event of any default, failure, violation, or other action or inaction by the Grantee specified in subdivision (a) or (b) above, failure on the part of the Grantee to remedy, end or abrogate such default, failure, violation, or other action or inaction within the period and in the manner stated in such subdivisions, the Agency at its option may declare a termination in favor of the Agency of the title, and of all the rights and interests in and to the property conveyed by this Deed to the Grantee, and that such title and all rights and interests of the Grantee, and any assigns or successors in interest to and in the property, shall revert in the Agency.

Resale of Reacquired Property; Disposition of Proceeds. Upon the revesting in the Agency of title to the property or any part thereof as provided above, the Agency shall, pursuant to its responsibilities under State law, use its best efforts to resell the property or part thereof (subject to such mortgage liens and leasehold interests as above set forth and provided) as soon and in such manner as the Agency shall find feasible and consistent with the objectives of such law and of the Urban Renewal Plan to a qualified and responsible party or parties (as determined by the Agency) . Upon such resale of the property, the proceeds thereof shall be applied:

(a) First, to reimburse the Agency, on its own behalf or on behalf of the City, for all costs and expenses incurred by the Agency, including but not limited to salaries of personnel, in connection with the recapture, management, and resale of the property or part thereof (but less any income derived by the Agency from the property or part thereof in connection with such management); all taxes, assessments, and water and sewer charges with respect to the property or part thereof (or, in the event the property is exempt

from taxation or assessment or such charges during the period of ownership thereof by the Agency, an amount, if paid, equal to such taxes, assessments or charges (as determined by the Metro assessing official) as would have been payable if the property were not so exempt); and payments made or necessary to be made to discharge any encumbrances or liens existing on the property or part thereof at the time of revesting of title thereto in the Agency or to discharge or prevent from attaching or being made any subsequent encumbrances or liens due to obligations, defaults, or acts of the Grantee, its successors or transferees; any expenditures made or obligations incurred with respect to the making or completion of the improvements or any part thereof on the property or part thereof; and any amounts otherwise owing the Agency by the Grantee and its successors or transferee; and

(b) Second, to reimburse the Grantee, their successor or transferee, up to the amount equal to (1) the sum of the purchase price paid by them for the property (or allocable to the part thereof) and the cash actually invested by them in making any of the improvements on the property or part thereof, less (2) any gains or income withdrawn or made by them from the Agreement or the property.

Any balance remaining after such reimbursements shall be retained by the Agency as its property.

Other Rights and Remedies of Agency: No Waiver by Delay. The Agency shall have the right to institute such actions or proceedings as it may deem desirable for the effectuating the purposes of this Section, including also the right to execute and record or file among the public land records in the office in which this Deed is recorded a written declaration of the termination of all the right, title and interest of the Grantee, and their successors in interest and assigns in the property, and the revesting of title thereof in the Agency; provided, that any delay by the Agency in instituting or prosecuting any such actions or proceedings or otherwise asserting its rights under this Section shall not operate as a waiver of such rights or to deprive it of or limit such rights in any way (it being the intent of this provision that the Agency should not be constrained so as to avoid the risk of being deprived of or limited in the exercise of the remedy provided in this Section because of concepts of waiver, laches, or other, to exercise such remedy at a time when it may still hope otherwise to resolve the problems created by the default involved); nor shall any waiver in fact made by the Agency with respect to any specific default by the Grantee under this Section be considered or treated as a waiver of the rights of the Agency with respect to



any other defaults by the Grantee under this Section or with respect to the particular default except to the extent specifically waived in writing.

#### SECTION B

The foregoing described property is conveyed subject to the following restrictions which are hereby declared to be covenants running with the land without limitation as to time.

The Grantee agrees for themselves, their successors and assigns to or of the property or any part thereof, that the Grantee and such successors and assigns shall not discriminate upon the basis of race, color, creed, sex or national origin in the sale, lease or rental or in the use or occupancy of the property or any improvements erected or to be erected thereon or any part thereof; and this covenant shall be a covenant running with the land and shall be binding to the fullest extent permitted by law and equity, for the benefit and in favor of, and enforceable by (a) the Agency, its successors and assigns, (b) Louisville/Jefferson County Metro Government , and any successors in interest to the property, or any part thereof, (c) the owner of any other land, or of any interest in such land, within the Project Area which is subject to the land use requirements and restrictions of the Urban Renewal Plan, and (d) the United States, against the Grantee, their successors and assigns and every successor in interest to the property, or any part thereof or interest therein and any party in possession or occupancy of the property or any part thereof.

#### SECTION C

In amplification and not in restriction, of the provisions of this Deed it is intended and agreed that the Agency and its successors and assigns shall be deemed beneficiaries of the covenants provided herein, and the United States shall be deemed a beneficiary of the covenants of Section B hereof, both for and in their or its own right and also the purpose of protecting the interests of the community and other parties public and private, in whose favor or for whose benefit such covenants have been provided, such covenants shall run in favor of the Agency and the United States without regard to whether the Agency or the United States has at any time been, remains, or is an owner of any land or Agency shall have the right, in the event of any breach of the covenants of Section B hereof, to exercise all rights and remedies, and to maintain any actions or suits at law or in equity or other proper proceedings to enforce the curing of such breach of covenant, to which it or any other beneficiaries of such covenant may be entitled.

IN TESTIMONY WHEREOF, witness the signature of the Grantor the day and year first above written.

**GRANTOR:**

THE URBAN RENEWAL AND COMMUNITY  
DEVELOPMENT AGENCY OF LOUISVILLE

By: \_\_\_\_\_  
James Robert Frazier, Chairman

**CONSIDERATION CERTIFICATE**

Grantor and Grantee hereby swear and affirm, under penalty of perjury, that the Consideration recited in this instrument is the full actual consideration paid or to be paid for the Property transferred hereby. The estimated fair market value of the Property herein conveyed, pursuant to a market rate analysis conducted as of July 10, 2018 by Bell Ferris, Inc., is \$14,000.00.

This conveyance is exempt from the payment of a transfer tax pursuant to KRS 142.050(7).

**GRANTOR:**

THE URBAN RENEWAL AND COMMUNITY  
DEVELOPMENT AGENCY OF LOUISVILLE

By: \_\_\_\_\_  
James Robert Frazier, Chairman

**GRANTEE:**

BOARD OF EDUCATION OF JEFFERSON  
COUNTY, KENTUCKY

By: \_\_\_\_\_  
Dr. Martin Pollio, Superintendent

COMMONWEALTH OF KENTUCKY               )  
                                                                ) SS:  
COUNTY OF JEFFERSON                 )

I, the undersigned, a Notary Public in and for the State and County aforesaid, do hereby certify that on this \_\_\_\_\_ day of \_\_\_\_\_, 2019, the foregoing instrument and foregoing consideration certificate were acknowledged, subscribed and sworn to before me by **James Robert Frazier, as Chairperson, of the Urban Renewal and Community Development Agency of Louisville**, to be his free act and deed on behalf of the agency, Grantor herein.

My commission expires: \_\_\_\_\_

NOTARY PUBLIC, State at Large, KY

COMMONWEALTH OF KENTUCKY )  
 ) SS:  
COUNTY OF JEFFERSON )

I, the undersigned, a Notary Public in and for the State and County aforesaid, do hereby certify that on this \_\_\_\_\_ day of \_\_\_\_\_, 2019, the foregoing consideration certificate was acknowledged, subscribed, and sworn to before me by **Dr. Martin Pollio, as Superintendent of the Board of Education of Jefferson County, Kentucky**, Grantee herein, to be his free act and deed on behalf of said Board.

My commission expires: \_\_\_\_\_

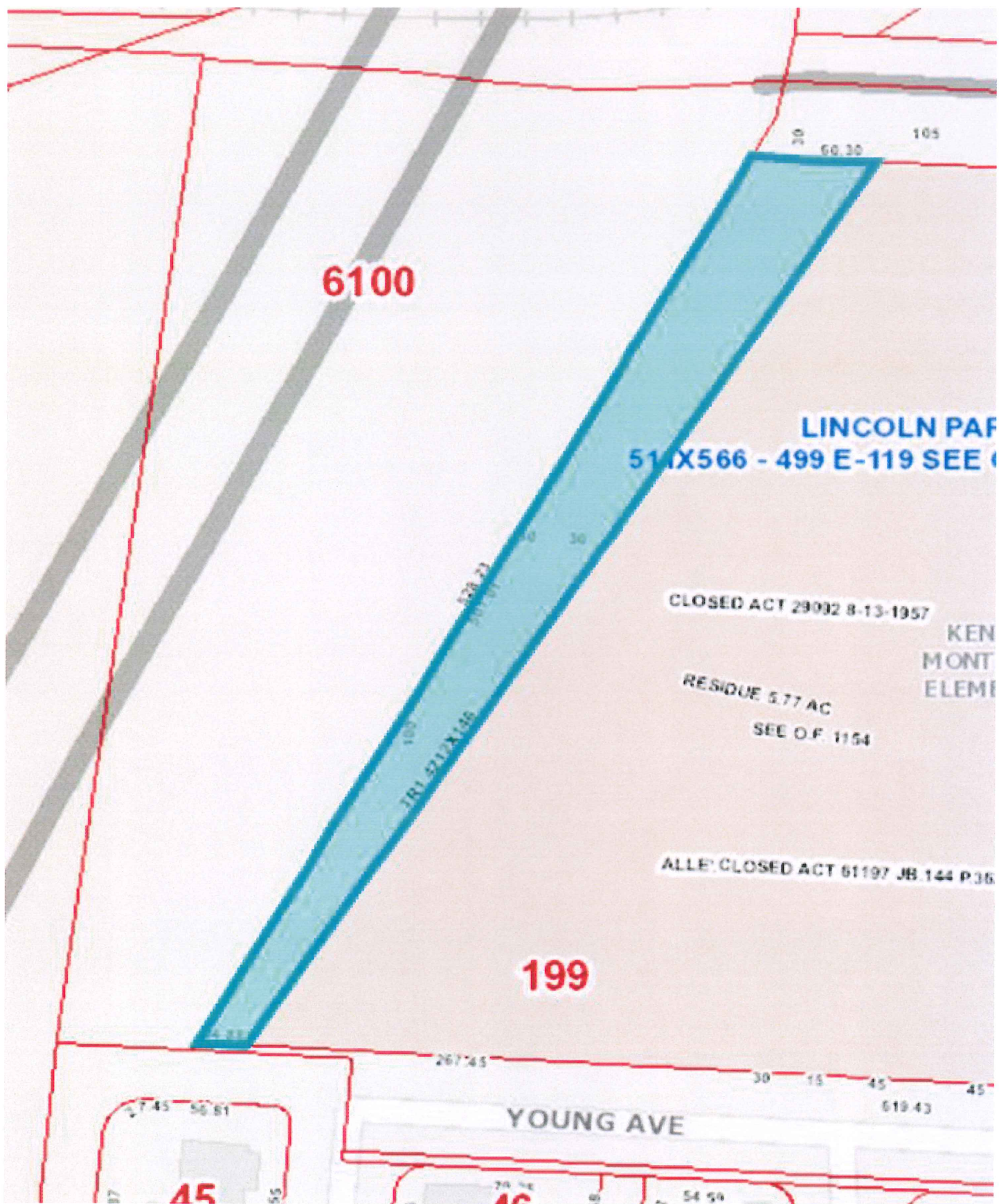
NOTARY PUBLIC, State at Large, KY

This Instrument Prepared By:

MICHAEL J. O'CONNELL  
JEFFERSON COUNTY ATTORNEY

By: Stephanie Malone  
Edward S. Carle  
Stephanie Malone  
Assistant Jefferson County Attorney  
531 Court Place, Suite 900  
Louisville, Kentucky 40202  
502-574-3349 or 502-574-3066









*Connie R. Sutton*

Administrative Coordinator - Donations

Office of Redevelopment and Vacant & Public Property Administration

Department of Develop Louisville

LOUISVILLE FORWARD

444 South Fifth Street, Suite 500

Louisville, KY 40202

(502) 574-6283

<https://louisvilleky.gov/government/vacant-public-property-administration>



**DEVELOP  
LOUISVILLE**

LOUISVILLE FORWARD



**From:** Knoy, Tommy L <tommy.knoy@jefferson.kyschools.us>

**Sent:** Tuesday, May 28, 2019 11:51 AM

**To:** Sutton, Connie <Connie.Sutton@louisvilleky.gov>

**Cc:** Biasioli, Susan M <susan.biasioli@jefferson.kyschools.us>

**Subject:** Urban Renewal Deed for Kennedy Montessori