

DEED OF PERMANENT EASEMENT

THIS DEED OF PERMANENT EASEMENT, dated this _____ day of _____, 2019, between **JEFFERSON COUNTY SCHOOL DISTRICT FINANCE CORPORATION**, a Kentucky nonprofit corporation, 3332 Newburg Road, Vanhoose Education Center, Louisville, Kentucky 40218, Grantor, and **LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT**, a Kentucky consolidated local government, having its principal office located at 527 West Jefferson Street, Louisville, Kentucky 40202, Grantee.

WITNESSETH: That the Grantors, in consideration of THREE THOUSAND SEVEN HUNDRED SEVENTY-FIVE Dollars (\$3,750.00), the receipt and sufficiency of which is hereby acknowledged, do hereby sell, grant, assign, and convey to the Grantee, its successors and assigns in perpetuity the following described property:

Parcel Number 28
Tract A

Being a tract of land lying in Jefferson County along the north side of existing LaGrange Road situated approximately 7640 feet east of the intersection of LaGrange Road and Lyndon Lane and more particularly described as follows:

Beginning at a point in the existing north right of way line of LaGrange Road, 16.22 feet left of existing LaGrange Road centerline Station 175+34.61; thence with the existing east right of way line of Roosevelt Avenue North 32 Degrees 35 Minutes 59 Seconds West, 4.39 feet to a point 20.50 feet left of existing LaGrange Road centerline Station 175+33.60; thence with the proposed easement line North 70 Degrees 36 Minutes 52 Seconds East, 366.37 feet to a point 20.50 feet left of existing LaGrange Road centerline Station 179+00.00; thence North 66 Degrees 52 Minutes 04 Seconds East, 114.78 feet to a point 28.00 feet left of existing LaGrange Road centerline Station 180+14.50; thence North 70 Degrees 34 Minutes 11 Seconds East, 88.14 feet to a point 28.07 feet left of existing LaGrange Road centerline Station 181+02.64; thence with the east property line South 25 Degrees 52 Minutes 29 Seconds East, 11.88 feet to a point 16.27 feet left of existing LaGrange Road centerline Station 181+03.99; thence with the existing right of way line of LaGrange Road South 70 Degrees 36 Minutes 36 Seconds West, 569.38 feet to the POINT OF BEGINNING.

The above described parcel contains 0.081 acres (3,521 sq. ft.).

It is the specific intention of the grantors herein to convey a permanent easement to the property described above for the purpose of constructing and perpetually maintaining utilities and sidewalk. Utilities allowed in this easement are water, sanitary sewer, electric, gas, telecommunication and data transfer.

In the event Louisville/Jefferson County Metro Government ("Metro") no longer has any need for this easement, this easement shall terminate and Metro will cooperate with such termination.

Parcel Number 28
Tract B

Being a tract of land lying in Jefferson County along the north side of existing LaGrange Road situated approximately 7640 feet east of the intersection of LaGrange Road and Lyndon Lane and more particularly described as follows:

Beginning at a point in the proposed easement line, 20.50 feet left of existing LaGrange Road centerline Station 175+33.60; thence with the existing east right of way line of Roosevelt Avenue North 32 Degrees 35 Minutes 59 Seconds West, 25.17 feet to a point 45.00 feet left of existing LaGrange Road centerline Station 175+27.85; thence with the proposed easement line South 77 Degrees 05 Minutes 31 Seconds East, 26.20 feet to a point 31.00 feet left of existing LaGrange Road centerline Station 175+50.00; thence North 71 Degrees 06 Minutes 20 Seconds East, 350.01 feet to a point 28.00 feet left of existing LaGrange Road centerline Station 179+00.00; thence North 69 Degrees 28 Minutes 07 Seconds East, 50.01 feet to a point 29.00 feet left of existing LaGrange Road centerline Station 179+50.00; thence North 63 Degrees 46 Minutes 18 Seconds East, 50.36 feet to a point 35.00 feet left of existing LaGrange Road centerline Station 180+00.00; thence North 72 Degrees 48 Minutes 57 Seconds East, 102.38 feet to a point 31.07 feet left of existing LaGrange Road centerline Station 181+02.30; thence with the east property line South 25 Degrees 52 Minutes 29 Seconds East, 3.02 feet to a point 28.07 feet left of existing LaGrange Road centerline Station 181+02.64; thence with the proposed easement line South 70 Degrees 34 Minutes 11 Seconds West, 88.14 feet to a point 28.00 feet left of existing LaGrange Road centerline Station 180+14.50; thence South 66 Degrees 52 Minutes 04 Seconds West, 114.78 feet to a point 20.50 feet left of existing LaGrange Road centerline Station 179+00.00; thence South 70 Degrees 36 Minutes 52 Seconds West, 366.37 feet to the POINT OF BEGINNING.

The above described parcel contains 0.106 acres (4,634 sq. ft.).

It is the specific intention of the grantors herein to convey a temporary easement to the property described above for the purpose of sidewalk construction and said easement terminates and reverts upon completion of same.

IN WITNESS WHEREOF the Grantors and the Grantee have executed this Deed of Permanent Easement on the day and year first above written.

GRANTEE:
LOUISVILLE/JEFFERSON
COUNTY METRO GOVERNMENT
a Kentucky consolidated local government

By: _____
Greg Fischer, Mayor

Assistant County Attorney

Witness my hand this _____ day of _____, 2019.

NOTARY PUBLIC, STATE AT LARGE, KENTUCKY

COMMONWEALTH OF KENTUCKY)
)ss
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for the State and County set forth hereinabove do hereby certify that on this day the foregoing Deed of Permanent Easement was produced, executed, acknowledged and sworn to before me by Greg Fischer as the Mayor of Louisville/Jefferson County Metro Government, a Kentucky consolidated local government, to be his free act and deed on behalf of such local government.

Witness my hand this _____ day of _____, 2019.

My Commission Expires

NOTARY PUBLIC, STATE AT LARGE, KENTUCKY

This Deed of Permanent Easement Prepared by

**MICHAEL J. O'CONNELL
JEFFERSON COUNTY ATTORNEY**

By: _____

**Assistant County Attorney
531 Court Place, Suite 900
Louisville, Kentucky 40202
(502) 574-3348**

RESOLUTION

BE IT RESOLVED by the Members of **JEFFERSON COUNTY SCHOOL DISTRICT FINANCE CORPORATION**, a **Kentucky Nonprofit Corporation** that **Dr. Martin Pollio, President** of said Corporation, be and is empowered to take any and all necessary and appropriate action, including, but not limited to the execution for and on behalf of said Corporation of any necessary deed, to transfer and convey unto the Louisville/Jefferson County Metro Government, for the use and benefit of the Louisville/Jefferson County Metro Government, that certain property located in Jefferson County and owned by said Corporation which is required by Metro Louisville Project No. 12FO FD52 056 8513301R; STPE 3001 (422)/12FO FD52 056 8513302R; State Forces, LaGrange Road Bike/Ped Project for the consideration of \$3,750.00.

CERTIFICATE

I, **Dr. Martin Pollio** of **JEFFERSON COUNTY SCHOOL DISTRICT FINANCE CORPORATION**, a **Kentucky Nonprofit Corporation** do hereby certify that the foregoing is a true and correct copy of a Resolution duly adopted by the Members of said Corporation at a meeting this the _____ day of _____, 2019, at which meeting of said Corporation was present and voted in favor of said Resolution, and that said Resolution has not been rescinded or amended and remains in full force and effect.

IN WITNESS WHEREOF the undersigned has hereunto set his hand this ____ day of _____, 2019.

**JEFFERSON COUNTY SCHOOL DISTRICT
FINANCE CORPORATION, a Kentucky
Nonprofit Corporation**

By: _____

STATE OF KENTUCKY)
) SCT
COUNTY OF _____)

The foregoing Certificate was acknowledged before me by _____ (Print Name)
and _____ (Title), **JEFFERSON COUNTY SCHOOL DISTRICT
FINANCE CORPORATION, a Kentucky Nonprofit Corporation**, this the ____ day of
_____, 2019

Notary Public, State at Large

My Commission expires: _____.



KENTUCKY TRANSPORTATION CABINET
Department of Highways
DIVISION OF RIGHT OF WAY AND UTILITIES

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MEMORANDUM OF UNDERSTANDING

COUNTY	ITEM NO.	PARCEL	NAME
Jefferson	5-3026.00	28	Jefferson County District Finance Corporation
PROJECT NO.	FEDERAL NUMBER	PROJECT	
12FO FD52 056 8513301R/ 12FO FD52 056 8513302R	STPE 3001 (422 / State Forces	LaGrange Road Bike/Pedestrian Project (KY 907)	

Property Owners: JEFFERSON COUNTY SCHOOL DISTRICT FINANCE CORPORATION, a Kentucky nonprofit corporation

This Memorandum of Understanding contains all the representations and agreements made between the parties hereto and upon which they relied in executing a Deed of Conveyance, Deed of Easement, or Grant of Easement dated _____.

The related deed conveys the following interests and amounts of real property as shown on the official plans:

	Amount	Square feet	Acres
Fee simple		<input type="checkbox"/>	<input type="checkbox"/>
Permanent easement	3,521	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Temporary easement	4,634	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Excess property in fee simple		<input type="checkbox"/>	<input type="checkbox"/>

The total consideration to be paid for the property conveyed is \$ 3,750.00.

This consideration includes payment for any and all reacquisition or reversion rights of the property owners or their heirs or assigns, which may arise pursuant to KRS 416.670.

☐ This is a total acquisition.

☒ This is a partial acquisition. The remaining property will have the following access to the proposed highway improvement:

- ☒ Access as provided by the Department's permit. Access not designated on the plans will be the sole responsibility of the Property Owners (proposed highway access is by permit).
- ☐ Access at designated points as shown on the plans (proposed highway access is limited).
- ☐ No access (proposed highway access is fully controlled).
- ☐ The remaining property will be landlocked by this acquisition.

☒ No improvements are being acquired.

☐ Improvements are being acquired. The disposition of the acquired improvements will be as follows:

- ☐ The Cabinet receives titles to the improvements.
- ☐ The Cabinet receives titles to the improvements, but for the salvage value of \$ _____ the Property Owners agree to remove the same from the right of way as outlined in the building removal contract. When the structure has been moved clear of the right of way and easement areas, the Property Owners regain the titles. Where tenants occupy improvements, the tenants must be afforded ample time to relocate prior to the Property Owners' being authorized to start the removal.

SIGNS

☒ No sign is being acquired.

☐ One or more signs are being acquired.

- ☐ The Cabinet receives and retains title to each sign.
- ☐ The Cabinet receives title to each sign, but for the salvage value of \$ _____ the Property Owners agree to remove the same from the right of way by _____ or forfeit both the recovery of each sign and the salvage value paid.

The Property Owners understand that they will not be required to vacate or move personal property from any improvement in less than 90 days from the date of receiving the written offer of relocation assistance. The Property Owners further understand that before being required to vacate or move personal property, they will be given a 30-day written notice that will specify the date they must be completely clear of the improvement.

The Property Owners will assist in obtaining necessary releases of all mortgages, liens, or other encumbrances on the property conveyed. They will pay direct all taxes due for the year in which the Cabinet receives title to the property and, upon submission of the paid receipt, will be reimbursed a pro-rata portion of these property taxes. Also, they will pay direct any penalty costs for prepayment of an existing recorded mortgage and similar expenses incidental to conveying real property to the Cabinet and, upon submission of properly supported paid receipts, will be reimbursed. All reimbursement claims must be deemed fair, necessary, and properly supported for payment.



KENTUCKY TRANSPORTATION CABINET
Department of Highways
DIVISION OF RIGHT OF WAY AND UTILITIES

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MEMORANDUM OF UNDERSTANDING

Unless otherwise stated, Property Owners state that no drainage outlets such as pipes, sump pump outlets, gutter downspouts, or septic system drainage of any kind, currently extend onto the existing right of way.
In addition, the parties agree as follows:

As owners of the property to be conveyed, we request payment be made as follows:

Name: Jefferson County School District Finance Corporation		Name:	
Address: 3332 Newburg Road Vanhoose Education Center Louisville, KY 40218		Address:	
SSN or Tax ID:	Amount of Check: \$3,750.00	SSN or Tax ID:	Amount of Check: \$
Telephone Number:		Telephone Number:	
Name:		Name:	
Address:		Address:	
SSN or Tax ID:	Amount of Check: \$	SSN or Tax ID:	Amount of Check: \$
Telephone Number:		Telephone Number:	

Note: Attach additional pages, as needed.

The Property Owners acknowledge that if the agreed consideration for this transaction was negotiated based upon a waiver valuation/Minor Acquisition Review (MAR) amount of at least \$10,000.00 but not more than \$25,000.00, the Property Owners were offered the option of having the Cabinet obtain an appraisal of the property and have hereby waived that option.

This Memorandum of Understanding, together with the Right of Way Plans, the Deed of Conveyance, Deed of Easement, or Grant of Easement, and any other documents referenced in these instruments, represent all the terms and conditions of the agreement between the Transportation Cabinet and the Property Owners, which was reached without coercion, threats, or other promises by either party.

By their signatures on this document, the agents representing the Transportation Cabinet certify that they have no direct, indirect, present, or contemplated future interest in this property and in no way will benefit from this acquisition.

This Memorandum of Understanding was signed _____.

Signature of Agents for Transportation Cabinet _____.

Signatures of Property Owners	Signatures of Property Owners
Dr. Martin Pollio, President	

Note: Attach additional pages, as needed.



PARCEL 28 (Jefferson County School District)

JEFFERSON COUNTY ITEM # 5-3026.00

LAGRANGE ROAD SIDEWALK TO LYNDON LANE BOWEN ELEMENTARY



PARCEL 28 (Jefferson County School District)

JEFFERSON COUNTY ITEM # 5-3026.00

LAGRANGE ROAD SIDEWALK TO LYNDON LANE BOWEN ELEMENTARY

LYNDON BIKE & PED. IMPROVEMENTS-TE
LaGRANGE ROAD SIDEWALK PLANS
STA. 171+00.00 TO END