



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

TC 62-235
Rev. 05/2019
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MEMORANDUM OF UNDERSTANDING

COUNTY	ITEM NO.	PARCEL	NAME
Jefferson	5-323.01	113	Jefferson County School District Finance Corporation
PROJECT NO.	FEDERAL NUMBER	PROJECT	
1100 FD04 056 6167101R	N/A	Greenwood Road (KY 1931) Widening	

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	19,059	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Permanent easement	28,190	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Temporary easement	749	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Excess property in fee simple		<input checked="" type="checkbox"/>	<input type="checkbox"/>

The total consideration to be paid for the property conveyed is \$ 91,770.00 _____.

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 \$ 3,350.00 _____ the Property Owners agree to remove the same from the right of way by 11/15/2021 _____ 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.



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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:

Notwithstanding the immediately preceding sentence above, there are drainage outlets that currently extend onto the existing right of way to the extent such outlets, or easements for such outlets, are identified in the Right of Way Plans attached hereto. The Kentucky Transportation Cabinet ("KYTC") and its agents, employees and contractors will work with JCPS to minimize disruptions to JCPS's property including access to JCPS's property. JCPS buses, students and parents as well as law enforcement and emergency vehicles shall have access to JCPS's property at all times during operational hours (which may include hours before 8 a.m. and after 5 p.m. on weekdays as well as hours on weekends and holidays). It is understood by both parties that Property Owner will retain the 2 signs identified in the appraisal attached hereto as "PRP High School Championship" and "Valley Sports Little League" and will be responsible for their removal by 11 / 15 / 2021. In the event any portion of Property Owner's property outside of the land to be conveyed in fee simple pursuant to this Memorandum of Understanding ("MOU") or any portion of the permanent or temporary easements to be conveyed pursuant to this MOU are damaged by KYTC or its agents, employees or contractors, then KYTC will promptly repair and restore such damaged portion of JCPS's property. Upon completing maintenance, repairs, replacement or reconstruction of utilities, roadway, slopes, drainage or sidewalk within such easements, KYTC shall promptly restore the surface of JCPS's property as closely as reasonably possible to its condition prior to such maintenance, repair, replacement or reconstruction activity. The conveyances to be made pursuant to this MOU shall be subject to easements, rights-of-way, covenants, conditions, leases, restrictions and stipulations of record. KYTC hereby agrees to not interfere with any rights of third parties with respect to easements, rights-of-way, covenants, conditions, leases, restrictions and stipulations of record. KYTC further agrees, to the extent permitted by applicable law, to indemnify, hold harmless and defend JCPS against any claim, liability, injury, cost and expense arising in connection with any of KYTC's roadway expansion activities and use of the land and easements to be conveyed pursuant to this MOU by KYTC and any agents, employees and contractors, except to the extent any of the foregoing are the result of JCPS's gross negligence or willful misconduct. References herein to "JCPS" shall mean individually and collectively Property Owner and the Board of Education of Jefferson County, Kentucky.

Attachments (which are hereby made a part hereof): Appraisal, Right of Way Plans, and Deed of Conveyance

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: \$91,770.00	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



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this acquisition.

This Memorandum of Understanding was signed _____.

Signature of Agents for Transportation Cabinet _____.

Signatures of Property Owners		Signatures of Property Owners
Jefferson County School District Finance Corporation, by Dr. Martin Pollio, President		

Note: Attach additional pages, as needed.