

LOUISVILLE/JEFFERSON CO. METRO GOVERNMENT

PUBLIC WORKS & ASSETS

RIGHT OF WAY DIVISION

MEMORANDUM OF UNDERSTANDING

County: Jefferson	Item No.: 5-3011.00	Parcel No. 13

Property Owner(s): JEFFERSON COUNTY SCHOOL DISTRICT FINANCE 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 easement dated _____.

The deed conveys this amount of property as shown on the official plans:

Land acquired in fee simple	N/A	
Permanent easement	23,757	SF
Construction easement	N/A	
Temporary easement	8,973	SF
Excess property	N/A	

The total consideration to be paid for the deed of easement is \$38,600.00. This consideration includes payment for any and all reacquisition or reversion rights of the property owners, their heirs or assigns, which may arise pursuant to KRS 416.670 and a cost to cure payment to replace the following items:

- ☐ 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 Owner (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 improvement is being acquired.

☐ Improvement(s) is/are being acquired.

The disposition of the acquired improvement(s) will be as follows:

- ☐ The Cabinet receives title to the improvement(s).

☐ The Cabinet receives title to the improvement(s), but for the salvage value of \$ _____ the Property Owner agrees 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 owner regains title. *In the case where a tenant occupies an improvement, they must be afforded ample time to relocate prior to the owner being authorized to start the removal.*

The Property Owner(s) understand 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 and before being required to vacate or move personal property they will be given a 30-day written notice which will specify the date they must be completely clear of the improvement.

The Property Owner(s) will assist in obtaining necessary releases of all mortgages, liens or other encumbrances on the property conveyed. It will pay direct all taxes due for the year in which Louisville Metro receives title to the property. Also, it will pay direct any penalty costs for prepayment of an existing recorded mortgage and similar expenses incidental to conveying real property to Louisville Metro and upon submission of properly supported paid receipts they will be reimbursed. *All reimbursement claims must be deemed fair, necessary and properly supported for payment.*

In addition, the parties agree as follows: Louisville/Jefferson County Metro Government ("Louisville Metro") and its agents, employees and contractors will work with Property Owner to minimize disruptions to Property Owner's property including access to Property Owner's property. Property Owner buses, students and parents as well as law enforcement and emergency vehicles shall have access to Property Owner'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). In the event any portion of Property Owner's property is damaged by Louisville Metro or its agents, employees or contractors, then Louisville Metro will promptly repair and restore such damaged portion. Upon completing any maintenance, repairs or replacement of sidewalk, Louisville Metro shall promptly restore the surface of Property Owner's property as closely as reasonably possible to its condition prior to such maintenance, repair or replacement 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. Louisville Metro 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. Louisville Metro further agrees, to the extent permitted by applicable law, to indemnify, hold harmless and defend Property Owner's against any claim, liability, injury, cost and expense arising in connection with any of Louisville Metro 's sidewalk project activities and use of easements to be conveyed pursuant to this MOU by Louisville Metro and any agents, employees and contractors, except to the extent any of the foregoing are the result of Property Owner's negligence or willful misconduct. References herein to "Property Owner" shall mean individually and collectively Property Owner and the Board of Education of Jefferson County, Kentucky.

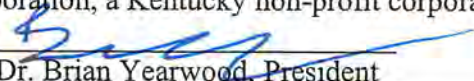
As owners of the property to be conveyed, we request payment be made as follows:

Name: Jefferson County School District Finance Corporation, a Kentucky nonprofit corporation		Name:	
Address: 3332 Newburg Rd. Louisville, KY 40218		Address:	
TAX ID: 61-1167911	Amt. Of check: \$8,100.00	TAX ID:	Amt. of check: \$

This Memorandum of Understanding, together with the Right of Way Plans, the Sales and Purchase Contract, the Deed of Conveyance and any other documents referenced in these instruments, represent all the terms and conditions of the agreement between Louisville/Jefferson Co. Metro Government and the Property Owner(s), which was reached without coercion, threats or other promises by either party.

By their signature on this document, the agent representing Louisville/Jefferson County Metro Government, certifies that they have no direct, indirect, present or contemplated interest in this property and in no way will benefit from this acquisition.

This Memorandum of Understanding was signed this _____ day of _____, 20_____.

Signature of Agent(s) for Louisville/Jefferson Co. Metro Government		Signature of Property Owner(s)	
Drew Mackell		Jefferson County School District Finance Corporation, a Kentucky non-profit corporation By:  Dr. Brian Yearwood, President	