

MEMORANDUM OF AGREEMENT

This MEMORANDUM OF AGEEMENT (hereinafter "Agreement") is made on this the _____ day of _____, 2018, by and between LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, an urban county government organized pursuant to Kentucky Revised Statutes Chapter 67A, with a mailing address of 200 East Main Street, Lexington, Kentucky 40507 (hereinafter referred to as "LFUCG") and TOGETHER LEXINGTON, a unincorporated charitable organization, with a mailing address of 100 Midland Avenue, Lexington, Kentucky 40508 (hereinafter referred to as "Together Lexington").

WHEREAS, Together Lexington desires to install historical markers commemorating Lexington's African-American historical contributions through a twelve-sign cultural and historical walking tour; and,

WHEREAS, ten of the twelve markers to be erected are to be installed in LFUCG-owned or maintained right of way and donated to LFUCG;

NOW, THEREFORE, in consideration of the covenants contained herein, the parties hereby agree as follows:

1. Together Lexington may, at its sole expense, install historic markers, in a form to be approved by LFUCG in writing prior to installation, at the ten (10) locations designated on the attached Exhibit A. Upon installation and written approval of the signs as installed from LFUCG, all rights and privileges in and to the historical markers, including any warranties, held by Together Lexington shall permanently and irrevocably pass to LFUCG, without condition or exception.
2. LFUCG shall have no duty or obligation to conserve, maintain, or repair the historical markers. Should the markers fall into disrepair or conditions otherwise necessitate removal, LFUCG may remove or modify the markers. The Lexington Convention and Visitors Bureau ("VisitLex") shall have the right, with advance written approval from LFUCG, to perform maintenance and repairs upon the historical markers at such times and in such manner as LFUCG may allow.
3. LFUCG makes no representations, warranties, or guaranties to Together Lexington, whether express or implied, concerning the condition of the premises identified in Exhibit A. Together Lexington hereby releases LFUCG of any and all claims it may have or acquire against it for loss or damages of any nature arising, directly or indirectly, from the installation of the historical markers.
4. Together Lexington shall exercise due diligence at all times during the installation to ensure that installation is performed in a reasonably safe and prudent manner, and that all property on and surrounding the premises is protected and returned to its prior condition after installation is complete. Together Lexington shall exercise due diligence to ensure that the installation does not interfere with any other existing right in or on the property, including without limitation rights of easement held by utility and telecommunication services.
5. Prior to installation of the signs, this Agreement may be terminated by either party with thirty (30) days advance written notice to the other.

6. All communications to LFUCG pursuant to this agreement shall be submitted in writing to:

LFUCG
c/o Office of the CAO
200 East Main Street
Lexington, Kentucky 40502

All communications to Together Lexington made pursuant to this agreement shall be submitted in writing to:

Together Lexington
c/o Rufus Friday
100 Midland Ave
Lexington, KY 40508

In witness whereof, the parties have set their hands this ____ day of _____, 2018.

LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT

Jim Gray, Mayor

TOGETHER LEXINGTON

Chair

Rufus Friday

THIS INSTRUMENT PREPARED BY:
Lexington-Fayette Urban County Government
Department of Law
200 East Main Street
Lexington, Kentucky 40507
(859) 258-3500

By:

Charles E. Edwards, III

EXHIBIT A

SIGN 0- 251 W. Main STREET

68' SOUTHEAST FROM THE CENTER LINE OF CHEAPSIDE ST.
70' NORTHEAST FROM THE CENTER LINE OF W. MAIN ST

SIGN 2- 275 S. LIMESTONE STREET

96' NORTHEAST FROM THE CENTER LINE OF W. MAXWELL ST.
18' NORTHWEST FROM THE CENTER LINE OF S. LIMESTONE ST.

SIGN 3- 250 W. MAIN STREET

27' SOUTHEAST FROM THE CENTER LINE OF S. MILL ST.
73' SOUTHWEST FROM THE CENTER LINE OF W. MAIN ST.

SIGN 4-100 E. MAIN STREET

84' SOUTHEAST FROM THE CENTER LINE OF S. LIMESTONE ST.
48' SOUTHWEST FROM THE CENTER LINE OF E. MAIN ST.

SIGN 5-150 N. LIMESTONE STREET

72' NORTHEAST FROM THE CENTER LINE OF E. SHORT ST.
37' SOUTHEAST FROM THE CENTER LINE OF N. LIMESTONE ST.

SIGN 6-266 E. SHORT STREET

64' SOUTHWEST FROM THE CENTER LINE OF E. SHORT ST
24' NORTHWEST FROM THE CENTER LINE OF DEWESSE ST.

SIGN 7-102 W. SHORT STREET

44' SOUTHWEST FROM THE CENTER LINE OF W. SHORT ST.
30' NORTHWEST FROM THE CENTER LINE OF N. LIMESTONE ST

SIGN 8-154 N. UPPER STREET

84' SOUTHEAST FROM THE CENTER LINE OF N. UPPER ST
17' NORTHEAST FROM THE CENTER LINE OF CHURCH ST.

SIGN 9-176 N. MILL STREET

174' SOUTHWEST FROM THE CENTER LINE OF W. SECOND ST.
22' SOUTHEAST FROM THE CENTER LINE OF N. MILL ST.

SIGN 10-535 W. SECOND STREET

48' NORTHWEST FROM THE CENTER LINE OF JEFFERSON ST
19' NORTHEAST FROM THE CENTER LINE OF W. SECOND ST.