

DRAFT - MEMORANDUM OF UNDERSTANDING - DRAFT

This Memorandum of Understanding ("MOU"), entered into as of this ____ day of _____, 202_ (the "Effective Date") by and among: **UPPT, LLC**, a Kentucky limited liability company, with its principal office at 731 Brent Street, Suite 3200, Louisville, Kentucky 40204, or an affiliate of same ("UPPT"); **PARISTOWN POINTE NEIGHBORHOOD ASSOCIATION, INC.**, a Kentucky non-profit corporation; **SMOKETOWN NEIGHBORHOOD ASSOCIATION, INC.**, a Kentucky non-profit corporation; **GERMAN-PARISTOWN NEIGHBORHOOD ASSOCIATION, INC.**, a Kentucky non-profit corporation; **HIGHLAND NEIGHBORHOOD ASSOCIATION, INC.**, a Kentucky non-profit corporation d/b/a Original Highlands Neighborhood Association; **PHOENIX HILL NEIGHBORHOOD ASSOCIATION, INC.**, a Kentucky non-profit corporation; and **LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT**, a Kentucky consolidated local government ("METRO"), acting by and through its agency **ECONOMIC DEVELOPMENT ("ED")**, with an office located at 444 S. Fifth St., Suite 600, Louisville, Kentucky 40202.

Deleted: LOUISVILLE FORWARD

Deleted: LF

WHEREAS, UPPT and METRO, acting by and through **ED**, entered into a certain development agreement, dated December 21, 2021 ("**Development Agreement**"), wherein UPPT and **ED** formalized negotiations for UPPT to be the developer of certain property METRO owns located at 810 Barret Avenue, 850 Barret Avenue and 1235 E. Breckinridge Street, known as the Urban Government Center ("UGC") and as more particularly described in Exhibit A to the Development Agreement, together with that certain property the Louisville Metro Housing Authority Development Corp. ("LMHA") owns located at 768 Barret Avenue, as more particularly described in Exhibit B to the Development Agreement (collectively, all four properties will be referred to herein as the "**Property**"); and

Deleted: LF

Deleted: LF

WHEREAS, pursuant to and Section 1.22 of the Development Agreement, UPPT agreed to use good faith efforts to work with a Project Advisory Group, as identified by Louisville Forward and comprised of representatives from those certain neighborhoods surrounding the Property and identified as parties to this MOU; and

WHEREAS, pursuant to Section 1.02.D of the Development Agreement, UPPT is to enter into a Community Benefits Agreement with the same surrounding neighborhood associations the representatives of which comprise the Project Advisory Group; and

WHEREAS, UPPT has always been supportive of its neighbors and the neighborhoods surrounding its project and desires to continue to do so in the form of this Memorandum of Understanding; and

WHEREAS, over the past year UPPT and the Project Advisory Group have held numerous meetings to identify various areas and issues in, surrounding and pertaining to the Property and development of the Property where certain community needs exist or will potentially exist, stemming from causes that are both pre-development and post-development of the Property, and can be addressed and mitigated by solutions agreed upon by the parties; and

WHEREAS, UPPT, in response to these community needs discussed with the Project Advisory Group, agrees to provide or participate in the funding of certain community benefits for

the use and enjoyment of residents who live within the neighborhoods surrounding the Property and which are represented herein by the associated neighborhood associations herein identified and made parties to of the MOU.

NOW THEREFORE, for good and valuable consideration, the parties set forth their understanding as follows:

SECTION I. OBLIGATIONS OF UPPT.

UPPT agrees as follows:

A. UPPT Payments to the Neighborhood Associations. UPPT shall contribute to the ~~Neighborhood Associations~~ an amount of ~~Twenty-Five Thousand Dollars (\$25,000.00)~~ prior to the issuance of the first Certificate of Occupancy for the Project. ~~The funding shall be distributed directly to the Neighborhood Associations in an agreed manner. Proof of payment shall be submitted to METRO through ED.~~

B. UPPT Funding ~~for Green Spaces.~~

1. UPPT shall provide funding in the amount of Ten Thousand Dollars (\$10,000.00) for capital improvements to either: (1) the Paristown Pointe Community Garden, which said amount may include fees necessary to design the Community Garden; or (2) ~~a donation to the Louisville Parks Alliance for the improvement of an existing playground within the Paristown Pointe, Original Highlands, Germantown, Phoenix Hill or Smoketown Neighborhoods.~~

2. UPPT shall design the proposed court yard on Vine Street with the Paristown Pointe Neighborhood Association to design the space in a manner that promotes public use.

C. Reuse of Building Materials Salvaged from Demolition of Urban Government Center Building and Other Buildings on the Property. UPPT will use commercially reasonable efforts to incorporate and reuse salvageable materials from the Urban Government Center building and other buildings on the Property – brick, stone, cornices, doors, wood, etc. – into its public spaces and amenities on the Property which may include walking pathways, steps, plazas, sitting areas, benches, walls, and public art, or other similar appurtenances. Additionally, UPPT will use reasonable efforts to make bricks available to public in a manner that is safe and in accordance with federal, state and local regulations.

D. Traffic and Parking Studies. UPPT shall conduct independently-administered traffic and parking studies for the area near the Property, the scope of which are to be determined in conjunction with the Project Advisory Group and Louisville Metro Public Works but, at minimum, will include Brent Street, Swan Street and Vine Street rights-of-way. The traffic and parking studies shall both include the measurement of traffic counts and available parking spaces during times when Paristown Hall is operating performance events, which, when combined with traffic counts not attributable to Paristown Hall events, would give an estimate of the traffic impact to the surrounding neighborhoods during the periods of peak traffic volumes. UPPT shall work with the Kentucky Center for the Arts Corporation, an entity created by Kentucky legislative act d/b/a

Deleted: Paristown Pointe

Deleted: , Inc.

Deleted: Paristown Pointe Neighborhood Association, Inc

Deleted: :: (1)

Deleted: Two Thousand Dollars (\$2,000.00)

Deleted: annually for a term of twenty years or the duration of time the TIF Incentive is active and benefitting UPPT (or its assignee of the TIF Incentive benefit), whichever is of lesser duration; or (2) a one-time payment equal to at least the amount calculated to represent the present value of money of the payments contemplated in Section I.A.(1) of this MOU

Deleted: of Garden or Playground

Deleted: construction

Deleted: on property the location of which is to be determined by UPPT and the Project Advisory Group so long as the location of the playground is not on the Property

Kentucky Performing Arts ("KPA"), to obtain KPA's participation with the traffic and parking studies herein contemplated.

1. Devise and Implement Event Traffic Flow and Parking Plan. UPPT shall work with Louisville Metro Police Department ("LMPD"), Louisville Metro Government, PARC, and other associated entities, if necessary, to identify and implement strategic solutions and strategies for improving the current traffic flow and parking conditions during events held at Paristown Hall and that will help facilitate unimpeded parking for and by residents in the Paristown Pointe neighborhood;

2. Furnish Area for Rideshare Pickup/Drop-off Area. UPPT will provide for an area, located on or off the Property, where ridesharing participants (including but not limited to taxi, Lyft, Uber, shuttle and limo services) pick up and drop off passengers rather than those passengers driving vehicles themselves. The location of any Rideshare Pickup/Drop-off Area is intended to improve traffic flow and reduce parking demand on the Property and neighboring properties, as well as reduce impaired driving in the immediate area.

Deleted: Mobility Hub

Deleted: mobility hub area

3. Updated Traffic and Parking Study. UPPT pledges to fund a review and update of the traffic study and parking study within one year of completion/full build-out of the Property's approved development. The updated traffic study and parking study will be conducted by an independent consultant and are intended to account for potential changing traffic and parking patterns on the Property and the area surrounding Paristown Hall. Prior to conducting updates to the traffic study and parking study contemplated in this provision, UPPT shall seek input from the Paristown Pointe Neighborhood Association, Inc. related to changes in the traffic and parking patterns observed since development of the Property.

E. Security. UPPT will provide reasonable security on all of its properties to provide for increased safety of all of its residents, visitors, guests and patrons. No perimeter-wide obstruction such as fencing, barbed wire, or other means shall be installed that is intended to keep the greater community out of the development, or otherwise deny public access to the amenities on the site.

F. Sidewalks and Street Lighting. UPPT will install all new sidewalks and street lighting on the Property in accordance with all approved development plans and applicable provisions of the adopted Pattern Book for development of the Property. UPPT will implement site design that encourages pedestrian access to safe, walkable areas throughout the Property. As part of the implemented design for street lighting, UPPT will use "cut-off" fixtures to direct lighting down and limit lighting from shining onto adjacent residential areas where practical. Additionally, UPPT agrees to install at least 10 banners along Vine Street, Breckenridge Street or Barrett Avenue that include identification for "Historic Paristown Pointe".

G. Land Usage. UPPT shall establish land uses on the Property only as permitted by the applicable development plan, binding elements, Pattern Book, local zoning regulations, and by the following:

1. Use of the Steam Plant. Subject to a comprehensive evaluation of the structure to determine its safety and feasibility of use, UPPT commits to retaining the Steam Plant Building, as the Steam Plant Building is defined by the parameters of the building envelope depicted in red on the Exhibit A attached hereto (except for necessary updates to bring the existing Steam Plant Building current with applicable building code and other regulations), so that a portion of the Steam Plant Building may be used as a Community Center with space available for neighborhood associations party to this Agreement at no cost for the public to use, subject to such reasonable rules and regulations as UPPT may adopt. In addition, UPPT agrees to have discussions with the Paristown Pointe Neighborhood Association about opportunities for placement of neighborhood identification on the smokestack. Any wording shall include "Paristown Pointe".

2. Short-term Rental of Dwelling Units Prohibited on the Property. UPPT shall not permit the short-term rental (as defined by the Land Development Code) of any residential dwelling unit located on the Property. UPPT commits to inserting language within apartment leases of residential units located on the Property that disallows the short term rental of such dwelling unit.

3. Stand-alone Liquor Stores Prohibited on the Property. No land use where the sale of packaged spirits is the primary use of the premises shall be allowed on the Property. The sale of packaged spirits as an accessory use (e.g., in a hotel gift shop, small grocery market, local goods store, etc.) to the primary use of a premises is permitted on the Property.

4. Establish a Market/Small Grocer on the Property. UPPT will commit to use commercially reasonable efforts to attract a small market/grocer or general retail store or an equivalent user where the sale of food and daily necessities for area residents can be purchased on the Property.

H. Environmental Remediation on the Property. UPPT commits to removing the hazardous materials from the buildings located on the Property during the demolition phase of the project. All demolition activities shall meet or exceed all applicable government standards for hazardous waste removal.

I. Tree and Landscape Plantings on the Property. UPPT shall cause approximately 150 new trees and other landscape plantings of a species native to the area on the Property. Said tree and landscape plantings will be appropriate for the area climate and specific locations on the Property where they will be planted. Prior to implementing the planting of trees and landscaping on the Property, UPPT shall coordinate review of the tree and landscape plantings list with those members from the Neighborhood Advisory Group who desire to participate in providing input and review of the plantings list for the Property. In addition, UPPT shall assess the health of the as well as the healthy mature tulip poplars along East Breckinridge Street. If the trees are healthy, they shall be preserved

Deleted: 5. Dog Park. UPPT will incorporate an area on or near the Property for public use as a dog park area for pets.¶

Deleted: As an example of responsible, cooperative stewardship of Louisville Metro's urban environment, UPPT pledges its willingness to participate with Louisville Metro Government, the Metropolitan Sewer District (MSD), Germantown-Paristown Neighborhood Association, Inc. and any other neighborhood willing to participate in transforming the Logan Street Basin into an urban wildlife, bird, and pollinator refuge.¶

SECTION II. OBLIGATIONS OF LOUISVILLE METRO.

Louisville Metro Government agrees as follows:

In good faith, Louisville Metro Government will work with the neighborhood association(s) adjacent to the Urban Government Center site and will work with UPPT to:

- A. Assist with the development of the Property;
- B. Assist with effectuating the regulatory aspects of the development that include but are not limited to the implementation of traffic mechanisms that improve pedestrian safety, traffic flow and parking issues, neighborhood security, streetscape and landscape improvements, signage/banners, and any other aspect of Section I of this MOU that would be under the jurisdiction of Louisville Metro Government.

SECTION III. TERM.

The Term of this MOU shall be twenty (20) years or the duration of any tax increment finance incentive approved for the site, whichever is less, commencing on the Effective Date unless terminated pursuant to Section V of this MOU.

SECTION IV. APPLICABLE LAW.

This MOU shall be interpreted under the laws of the Commonwealth of Kentucky.

SECTION V. ENTIRE UNDERSTANDING.

This MOU shall constitute the entire written understanding of the parties with respect to the subject matter hereof and shall supersede all oral and written understandings of the parties, all of which are deemed to be merged herein. This MOU may not be modified, amended or terminated except in writing, signed by UPPT, METRO and a majority of the five neighborhood associations parties hereto.

SECTION V. ASSIGNMENT.

This MOU may be assigned by UPPT to another entity upon written notice to the other parties.

IN WITNESS WHEREOF the authorized representatives of parties hereto have caused this MOU to be duly executed as of the date first above written.

UPPT, LLC

By: _____

Stephen Smith

Title: Authorized Member

LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT

By: _____

Title: _____

URBAN GOVERNMENT CENTER ADVISORY GROUP

By: Paristown Pointe Neighborhood Association, Inc.

By: _____

Title: President

By: Germantown-Paristown Neighborhood Association, Inc.

By: _____

Title: President

By: Highland Neighborhood Association, Inc.

By: _____

Title: President

By: Phoenix Hill Neighborhood Association, Inc.

By: _____

Title: President

By: Smoketown Neighborhood Association, Inc.

By: _____

Title: President

APPROVED FOR FORM AND LEGALITY

MICHAEL J. O'CONNELL

JEFFERSON COUNTY ATTORNEY

By: _____

Title: Assistant County Attorney

101013462.2