

R-384-2018
Deed # 8233**RIGHT OF ENTRY AGREEMENT**

This **RIGHT OF ENTRY AGREEMENT**, made and entered into on this, the 21st day of June, 2019, by and between Peace Roots Properties, LLC, ("Grantor") 124 Ransom Avenue, Lexington, Kentucky 40507, and the Lexington-Fayette Urban County Government, ("Grantee") an Urban County Government created under Chapter 67A of the Kentucky Revised Statutes, which has its principal office at 200 East Main Street, Lexington, Kentucky 40507,

WITNESSETH:

WHEREAS, the Grantor owns (i) certain real property situated at 256 Newtown Pike and 610-620 West Third Street in Lexington, Fayette County, Kentucky, by virtue of deed recorded with the Fayette County Clerk in Deed Book 3322, Page 242; and,

WHEREAS, the Grantee requires a portion of the identified parcel for the public purpose of constructing and maintaining Town Branch Trail; and,

WHEREAS, the Grantor is in favor of completion of the Town Branch Trail project and does not wish to delay completion of the project; and,

WHEREAS, the parties are simultaneously entering into two (2) separate Memoranda of Understanding (MOUs) relating to the temporary construction easements to be granted by Grantor to Grantee pursuant to easement agreement to be subsequently entered into by the parties which will incorporate the terms of the MOUs (the "Easement Agreements")., and

WHEREAS, time is of the essence.

NOW, THEREFORE, Grantor and Grantee agree that Grantee shall have the

(01271053)

right to enter upon the following described tracts for the purpose of installing and constructing a shared-use-path and other related improvements, and other hardscape features and appurtenances thereto:

610-620 West Third Street

Parcel No. 55

To be purchased as a Temporary Easement

Being a tract of land situated southeast of the intersection of Newtown Pike (US Highway 25, KY Highway 922) and Third Street in Fayette County, Kentucky, and being more particularly described as follows:

Beginning at a point in the easterly right-of-way line of Newtown Pike, said point being a common corner with Peace Roots Properties, LLC (Parcel 54B), said point also being 18.66 feet right of KY 922 Baseline Station 227+07.19;

Thence with the easterly right-of-way line of Newtown Pike along an arc 54.39 feet to the left, having a radius of 807.94 feet, the chord of which is N 30°04'19" E for a distance of 54.38 feet to a point, said point being in the southerly right-of-way line of CSX Transportation (Parcel 56);

Thence leaving the easterly right-of-way line of Newtown Pike with the southerly right-of-way line of the aforesaid CSX Transportation N 60°03'12" E, 90.26 feet to a point, said point being in the southerly right-of-way line of Third Street;

Thence with the southerly right-of-way line of Third Street S 42°18'48" E, 10.97 feet to a point 80.00 feet right of KY 922 Baseline Station 228+26.26;

Thence leaving the southerly right-of-way line of Third Street with a new easement line through the lands of Peace Roots Properties, LLC (Parcel 55) for two (2) calls:

- 1.) S 52°14'55" W, 113.78 feet to a point 30.81 feet right of KY 922 Baseline Station 227+30.55;
- 2.) S 43°54'02" W, 26.64 feet to a point 24.98 feet right of KY 922 Baseline Station 227+05.48; said point being in the northerly line of Peace Roots Properties, LLC (Parcel 54B);

(01271053)

Thence with the northerly line of Peace Roots Properties, LLC (Parcel 54B) N 42°18'48" W, 6.56 feet to the POINT OF BEGINNING.

The above described parcel contains ± 0.051 acres (2217 sq. ft.)

256 Newtown Pike

Parcel No. 254

To be purchased as a Temporary Easement

Being a tract of land situated northeast of the intersection of Newtown Pike (US Highway 25, KY Highway 922) and Maryland Avenue in Fayette County, Kentucky, and being more particularly described as follows:

Beginning at a point in the easterly right-of-way line of Newtown Pike, said point being a common corner with Peace Roots Properties, LLC (Parcel 55), said point also being 18.66 feet right of KY 922 Baseline Station 227+07.19;

Thence with the southerly line of the aforesaid Peace Roots Properties, LLC (Parcel 55) S 42°18'48" E 6.56 feet to a point 24.98 feet right of KY 922 Baseline Station 227+05.48;

Thence leaving the southerly line of the aforesaid Peace Roots Properties, LLC (Parcel 55) with a new easement line through the lands of Peace Roots Properties, LLC (Parcel 254) S 35°23'11" W, 37.39 feet to a point 23.79 feet right of KY 922 Baseline Station 226+69.27, said point being in the northerly line of LFUCG (Parcel 154);

Thence with the northerly line of the aforesaid LFUCG N 16°25'12" E, 16.52 feet to a point 18.71 feet right of KY 922 Baseline Station 226+84.56, said point being in the easterly right-of-way line of Newtown Pike;

Thence with the easterly right-of-way line of Newtown Pike along an arc 23.19 feet to the left, having a radius of 807.94 feet, the chord of which is N 32°49'22" E for a distance of 23.19 feet to the POINT OF BEGINNING.

The above described parcel contains ± 0.004 acres (173 sq. ft.)

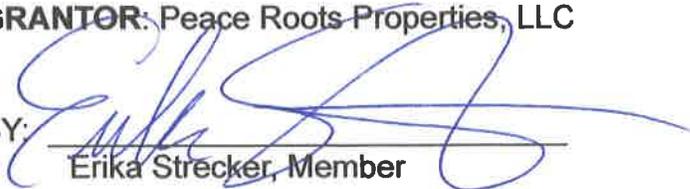
This Right of Entry shall stay in effect until released by Grantee or completion of the project upon the subject property, or at such time as the Easement Agreements are executed, whichever shall first occur.. Should the parties prove unable to reach an agreement concerning the specific terms of the Easement Agreements, this Right of Entry shall remain in effect and the terms of the MOU shall remain binding on both parties. The terms of the MOUs shall be incorporated into the Easement Agreements and be binding on both parties at all times hereafter.

This Right of Entry is binding upon and inures to the benefit of the parties and their respective successors and assigns, including without limitation any party that may purchase any part of the subject parcels prior to conveyance of the parcels to Grantee as described herein. Grantor shall promptly provide any potential purchaser of the property with a copy of this Right of Entry and shall notify the potential purchaser that all duties and obligations owed by Grantor hereunder shall transfer to the purchaser immediately upon purchase of the property.

IN TESTIMONY WHEREFORE, witness our signatures, the day and year set forth above.

GRANTOR: Peace Roots Properties, LLC

BY:


Erika Strecker, Member

(01271053)

**GRANTEE: LEXINGTON-FAYETTE
URBAN COUNTY GOVERNMENT**

BY: Linda Gorton
Linda Gorton, Mayor

COMMONWEALTH OF KENTUCKY)
)
COUNTY OF FAYETTE)

This Right of Entry Agreement was acknowledged, subscribed and sworn to before me by Erika Strecker, as Member of Peace Roots Properties, LLC, on this the 25th day of JUNE, 2019.



[Signature]
Notary Public, Kentucky, State-at-Large
My Commission Expires: 5/16/2020
Notary ID # 557082

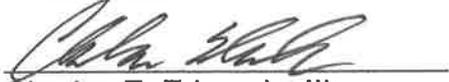
COMMONWEALTH OF KENTUCKY)
)
COUNTY OF FAYETTE)

This Right of Entry Agreement was acknowledged, subscribed and sworn to before me by Linda Gorton, as Mayor for and on behalf of the Lexington-Fayette Urban County Government, on this the 23rd day of July, 2019.



[Signature]
Notary Public, Kentucky, State-at-Large
My Commission Expires: 2/28/2021
Notary ID # 573812

PREPARED BY:



Charles E. Edwards, III,
Attorney
Lexington-Fayette Urban
County Government
Department of Law, 11th Floor
200 East Main Street
Lexington, Kentucky 40507
(859) 258-3500

(01271053)



Memorandum Of Understanding

Item #	Parcel #	County Name	Project #	Federal Project #
7-3710.10-SYP	0055 M	Fayette	9015901R	TGR 3003(341)
Project Description		TOWN BRANCH TRAIL ZONE 6- (TIGER FUNDS) CONSTRUCT 1.5 MILES OF TRAIL FROM MCCONNELL SPRINGS PARK TO OLIVER LEWIS WAY IN LEXINGTON. (2018BOP)		

Property Owners:	First & Last Name/Company
	Peace Roots Properties, LLC

This Memorandum of Understanding contains all the representations and agreements made between the parties hereto and upon which they relied in executing a deed or an easement dated _____

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

	Amount	Unit of Measure (UOM) SF/AC
Fee Simple	0.0000	
Permanent Easement	0.0000	
Temporary Easement	2,217.0000	SF
Excess Property In Fee Simple	0.0000	

The total consideration to be paid for the property conveyed is \$ 513,500.00

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, 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 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 \$ _____ N/A

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.

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 property supported paid receipts, will be reimbursed. All reimbursement claims must be deemed fair, necessary, and property supported for payment.



Memorandum Of Understanding

In addition, the parties agree as follows:

See attached exhibit listing conditions of the MOU.

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

Payee Name	For Owner	SSN/FEIN	Address	Phone	Amount of Check
Peace Roots Properties, LLC					\$0.00

This Memorandum of Understanding, together with the Right of Way Plans, the Deed of Conveyance, 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.

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.

By their signatures on this document, the agents representing the Transportation Cabinet certify 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 on Date: <u>6/25/19</u>	
Signatures of Agents for Transportation Cabinet	
Paul Willard	

This Memorandum of Understanding was signed on Date: <u>6/25/2019</u>	
Signatures of Property Owners	
Peace Roots Properties, LLC	

ADDENDUM TO MEMORANDUM OF UNDERSTANDING

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 N/A
the Property Owners agree to remove the same from the right of way by N/A
or forfeit both the recovery of each sign and the salvage value paid.



Memorandum of Understanding Conditions

The temporary construction easement shall take effect upon the commencement of construction of the project and shall remain binding until the completion of the project at which time the temporary construction easement shall expire . The temporary construction easement within this agreement is for the sole purpose of providing the LFUCG contractor and/or subcontractor the necessary room to accomplish their work. The temporary construction easement does not include rights for utility relocations outside the right of way limits. Temporary construction fencing shall be installed to separate the TCE from the remainder of the property in such a way to not impede operation of the existing gate at 616 West Third. Any permanent fencing shall be no higher than 4 feet and of an attractive wood material. This permanent fencing shall follow the curving bike trail edge as design standards permit and not follow along the property line. Any damage done by construction will be repaired or replaced to as good or better condition than prior to construction. Upon completion of the work, the contractor shall install ^(SS) concrete paving from the new bike trail edge up to the edge of the TCE at both 616 and 620 West Third Street. This shall be a seamless surface from the bike trail edge to the TCE boundary. Property owner shall be granted access easements after construction by the city upon property owned by the city that will provide access and/or vehicular movement within the private property that is currently used for vehicular movement around the buildings at 616 and 620 West Third Street and to/from West Third Street.

(SS) NEW
NOT
NE





Memorandum Of Understanding

Item #	Parcel #	County Name	Project #	Federal Project #
7-3710.10-SYP	0254 M	Fayette	9015901R	TGR 3003(341)
Project Description	TOWN BRANCH TRAIL ZONE 6- (TIGER FUNDS) CONSTRUCT 1.5 MILES OF TRAIL FROM MCCONNELL SPRINGS PARK TO OLIVER LEWIS WAY IN LEXINGTON. (2018BOP)			

Property Owners:	First & Last Name/Company
Peace Roots Properties LLC	

This Memorandum of Understanding contains all the representations and agreements made between the parties hereto and upon which they relied in executing a deed or an easement dated _____

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

	Amount	Unit of Measure (UOM) SF/AC
Fee Simple	0.0000	
Permanent Easement	0.0000	
Temporary Easement	173.0000	SF
Excess Property in Fee Simple	0.0000	

The total consideration to be paid for the property conveyed is \$ 1,500.00

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, 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 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 \$ N/A

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.

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 property supported paid receipts, will be reimbursed. All reimbursement claims must be deemed fair, necessary, and property supported for payment.



Memorandum Of Understanding

In addition, the parties agree as follows:

See attached exhibit listing conditions of the MOU.

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

Payee Name	For Owner	SSN/FEIN	Address	Phone	Amount of Check
Owners		SSN/FEIN	Address	Phone	Amount Of Check
Peace Roots Properties LLC			124 Ransom Avenue Lexington KY United States 40507		\$0.00

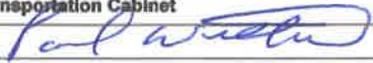
This Memorandum of Understanding, together with the Right of Way Plans, the Deed of Conveyance, and any other documents referenced in these instruments, represent all the terms and conditions of the agreement between the Transportation Cabinet and the Property Owners, which was reached without coercion,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

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.

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

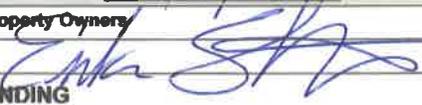
This Memorandum of Understanding was signed on Date: 6/25/19

Signatures of Agents for Transportation Cabinet

Paul Willard 

This Memorandum of Understanding was signed on Date: 6/25/2019

Signatures of Property Owners

Peace Roots Properties LLC 

ADDENDUM TO MEMORANDUM OF UNDERSTANDING

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 _____ N/A or forfeit both the recovery of each sign and the salvage value paid. _____ N/A



Memorandum of Understanding Conditions

The temporary construction easement shall take effect upon the commencement of construction of the project and shall remain binding until the completion of the project at which time the temporary construction easement shall expire . The temporary construction easement within this agreement is for the sole purpose of providing the LFUCG contractor and/or subcontractor the necessary room to accomplish their work. The temporary construction easement does not include rights for utility relocations outside the right of way limits. Temporary construction fencing shall be installed to separate the TCE from the remainder of the property in such a way to not impede operation of the existing gate at 616 West Third. Any permanent fencing shall be no higher than 4 feet and of an attractive wood material. This permanent fencing shall follow the curving bike trail edge as design standards permit and not follow along the property line. Any damage done by construction will be repaired or replaced to as good or better condition than prior to construction. Upon completion of the work, the contractor shall install ne concrete paving from the new bike trail edge up to the edge of the TCE at both 616 and 620 West Third Street. This shall be a seamless surface from the bike trail edge to the TCE boundary. Property owner shall be granted access easements after construction by the city upon property owned by the city that will provide access and/or vehicular movement within the private property that is currently used for vehicular movement around the buildings at 616 and 620 West Third Street and to/from West Third Street.

New
Not
NE
(ES)



I, Donald W Blevins Jr, County Court Clerk
of Fayette County, Kentucky, hereby
certify that the foregoing instrument
has been duly recorded in my office.



By: MELISSA STELTER ,dc

201907240141

July 24, 2019

9:50:46 AM

Fees	\$40.00	Tax	\$.00
------	---------	-----	--------

Total Paid	\$40.00
------------	---------

THIS IS THE LAST PAGE OF THE DOCUMENT

13 Pages

102 - 114