

Memorandum of Easement Purchase Agreement

This memorandum of agreement ("Agreement"), entered on this 28 day of September, 2017, by and between the Lexington-Fayette Urban County Government ("LFUCG"), an urban county government organized and operated pursuant to KRS 67A, which has as its primary place of business 200 East Main Street, Lexington, Kentucky 40507, and Anderson-Ramsey, LLC ("Anderson"), which has as its primary place of 1720 Sharkey Way, Lexington, Kentucky 40511, witnesseth that the parties, in consideration of the promises and obligations contained herein, agree as follows:

WHEREAS, Anderson is the owner of certain real property located at 2301 Russell Cave Road, Lexington, Kentucky 40511; and

WHEREAS, Anderson has agreed to grant to LFUCG permanent and temporary easements for construction and maintenance of sanitary sewer lines in, over and under that portion of Anderson's Property identified in the Grant of Easements attached hereto as Exhibit A (the "Easements"); and

WHEREAS, in consideration of the grant of the Easements, LFUCG has agreed to pay to Anderson an amount to be determined as set forth herein;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, LFUCG and Anderson agree as follows:

1. Anderson agrees to grant to LFUCG, as of the date above, temporary and permanent easements by the Deed of Easements attached hereto as Exhibit A, for a purchase price to be determined as set forth herein. In its use of aforesaid easements, LFUCG agrees to abide by the terms and specifications established Exhibit B, attached hereto and incorporated herein by reference.
2. Anderson and LFUCG agree to negotiate, in good faith, a fair and reasonable purchase price, to be paid by LFUCG to Anderson, for the Easements granted by Exhibit A. LFUCG reserves the right to condemn the Easements in accordance with KRS 416.540, *et seq.*, should the parties prove unable to negotiate a fair and reasonable purchase price. Should the parties be unable to reach an agreement regarding the purchase price, Anderson and LFUCG agree that each will obtain an appraisal of the Easements and will share the results of their appraisals with the other party. Each party shall bear the cost of obtaining their own appraisal. Once the parties are in receipt of both appraisals, they agree to re-open negotiations, in good faith, to ascertain a fair and reasonable purchase price prior to LFUCG exercising its right to condemn the Easements. Anderson agrees that LFUCG's obligation to compensate it for the Easements is conditional upon the completion of a 30-year title search, to be completed by LFUCG, verifying Anderson's fee simple ownership of the property and ability to clear any encumbrance that would interfere with or affect the easements granted to LFUCG.
3. LFUCG's obligation to pay Anderson a fair and reasonable purchase price for the Easements will survive the execution and recording of the Deed of Easement and will not merge into said Easement.

4. This agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. Any action arising from or in relation to this agreement shall be brought in Fayette County, Kentucky.

5. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

WITNESS THE SIGNATURES of LFUCG and Anderson as of the Effective Date set forth above.

LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT

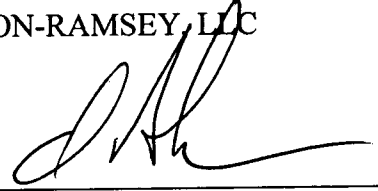
By: _____


Jim Gray, Mayor

Date: SEP 28 2017

ANDERSON-RAMSEY, LLC

By: _____


Dennis Anderson, Member

Date: 8/24/17

DEED OF EASEMENTS

EXHIBIT A

This **PERMANENT SANITARY SEWER EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT** is made and entered into this the 28th day of September, 2017, by and between **ANDERSON-RAMSEY, LLC**, a Kentucky limited liability company, 1720 Sharkey Way, Lexington, Kentucky 40511, which is the in-care of tax mailing address for the current year (hereinafter "Grantor"), and **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, 200 East Main Street, Lexington, Kentucky 40507, (hereinafter "Grantee").

WITNESSETH:

That for and in consideration of the sum of **TEN AND 00/100 DOLLARS (\$10.00)**, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, said Grantor has **BARGAINED** and **SOLD** and does hereby **GIVE, GRANT** and **CONVEY** unto the Grantee, its successors and assigns, the permanent right to lay, construct, operate, repair, reconstruct and remove a sanitary sewer, improvements and appurtenances thereto, which sanitary sewer and appurtenances shall be of such dimension, character, construction and use determined by Grantee along, through, under, and across the following tract of land located in the confines of Lexington, Fayette County, Kentucky, depicted on Exhibit "A" attached hereto, and more particularly described as follows:

Permanent Sanitary Sewer Easement
(a portion of 2301 Russell Cave Road)
Expansion Area 3

Return to:
Charles E. Edwards III
LFUCG, Dept. of Law, 11th Floor
200 East Main Street
Lexington, KY 40507

Beginning at a point, said point being on the property line of Anderson Ramsey, LLC and John R. Cummins; said point being 313.32' southwest of the northwest corner of John R. Cummins; said point being in the centerline of Russell Cave Road approximately 2968 feet north east of I-75; said point also being on the centerline of a proposed trunk sewer line belonging to the Lexington Fayette Urban County Government's Expansion Area 3 (EA-3) project and more fully described as follows:

From the point of beginning, running with the common property line of Anderson Ramsey, LLC, S 24° 40' 15.33" E, 10.00 feet to a point; said point being on the aforementioned property line; Thence leaving said property line and running across Anderson Ramsey, LLC property N 64° 04' 45.79" W, 34.82 feet to a point; Thence N 19° 04' 45.79" W, 28.16 feet to a point; Thence N 24° 42' 20.80" E, 247.93 feet to a point; Thence N 24° 42' 20.80" E, 277.90 feet to a point; Thence N 20° 18' 45.24" W, 16.04 feet to a point; said point being on the common property line of Anderson Ramsey, LLC and Anderson Victory Haven Training Center, LLC; Thence with said common property line S 65° 05' 56.09" E, 28.39 feet to a point; said point being on the common property line of Anderson Ramsey, LLC and Anderson Victory Haven Training Center, LLC; Thence leaving said common property line S 20° 18' 45.24" E, 4.18 feet to a point; Thence S 24° 42' 20.80" W, 286.19 feet to a point; Thence S 24° 42' 20.80" W, 239.89 feet to a point; Thence S 19° 04' 45.79" E, 11.84 feet to a point; Thence S 64° 04' 45.79" E, 26.10 feet to a point; said point being on the property line of Anderson Ramsey, LLC; Thence running with said property line S 24° 40' 15.33" W, 10.00 feet to the point of beginning;

The above described parcel contains 0.27 acres (11,730.49 sq. ft.) of permanent easement; and

Being a twenty foot wide permanent sanitary easement on a portion of the same property conveyed to Anderson-Ramsey, LLC, a Kentucky limited liability company, by deed dated September 8, 2016, of record in Deed Book 3429, Page 221; deed dated September 8, 2016, of record in Deed Book 3429, Page 214; and deed dated July 24, 2006, of record in Deed Book 2668, Page 712, all of record in the office of the Fayette County Clerk.

FURTHER, for and in consideration of the sum hereinbefore mentioned, the receipt and sufficiency of which is hereby acknowledged, Grantor has **BARGAINED** and **SOLD** and does hereby **GIVE, GRANT** and **CONVEY** unto the Grantee, its successors and assigns, temporary right to excavate, grade, construct, alter, re-grade and perform related work for the purpose of sanitary sewer placement and construction, installation and relocation through and across the following tract of land located in the confines of Lexington, Fayette County, Kentucky, depicted on Exhibit "A" attached hereto, and more particularly described as follows:

Temporary Construction Easement
(a portion of 2301 Russell Cave Road)
Expansion Area 3

Beginning at a point, said point being on the property line of Anderson Ramsey, LLC and John R. Cummins; said point being 313.32' southwest of the northwest corner of John R. Cummins; said point being in the centerline of Russell Cave Road approximately 2968 feet north east of I-75; said point also being on the centerline of a proposed trunk sewer line belonging to the Lexington Fayette Urban County Government's Expansion Area 3 (EA-3) project and more fully described as follows:

From the point of beginning, running with the common property line of Anderson Ramsey, LLC S 24° 40' 15.33" E, 25.01 feet to a point; said point being on the aforementioned property line; Thence leaving said property line and running across Anderson Ramsey, LLC property N 64° 04' 45.79" W, 74.32 feet to a point; Thence N 24° 42' 20.80" E, 49.49 feet to a point; Thence S 65° 17' 39.20" E, 5.00 feet to a point; Thence N 24° 42' 20.80" E, 232.94 feet to a point; Thence N 24° 42' 20.80" E, 284.25 feet to a point; Thence N 65° 05' 56.90" E, 116.40 feet to a point; Thence N 18° 57' 45.75" E, 6.93 feet to a point; said point being on the common property line of Anderson Ramsey, LLC and Anderson Victory Haven Training Center, LLC; Thence with said common property line S 65° 05' 56.09" E, 160.33 feet to a point; said point being on the common property line of Anderson Ramsey, LLC and Anderson Victory Haven Training Center, LLC;

Thence leaving said common property line S 20° 18' 45.24" E, 1.22 feet to a point; Thence S 24° 42' 20.80" W, 288.26 feet to a point; Thence S 24° 42' 20.80" W, 237.88 feet to a point; Thence S 19° 04' 45.79" E, 7.76 feet to a point; Thence S 64° 04' 45.79" E, 23.92 feet to a point; said point being on the property line of Anderson Ramsey, LLC; Thence running with said property line S 24° 40' 15.33" W, 15.00 feet to the point of beginning;

The above described parcel contains 0.572 acres (24,913.66 sq. ft.), but excludes the area of permanent easement, leaving a net 0.30 acres (13,183.17 square feet) of temporary construction easement; and

Being a forty foot wide temporary construction easement on a portion of the same property conveyed to Anderson-Ramsey, LLC, a Kentucky limited liability company, by deed dated September 8, 2016, of record in Deed Book 3429, Page 221; deed dated September 8, 2016, of record in Deed Book 3429, Page 214; and deed dated July 24, 2006, of record in Deed Book 2668, Page 712, all of record in the office of the Fayette County Clerk.

TO HAVE AND TO HOLD the above-described easements together with all rights, appurtenances, and improvements thereunto belonging unto Grantee, its successors and assigns forever, for the purposes and uses herein designated.

The above-described temporary construction easement runs with the land for the duration of the improvement project and is binding upon the successors and assigns of the Grantor. The above-described permanent easement runs with the land in perpetuity and is binding upon the successors and assigns of the Grantor. The temporary construction easement shall take effect upon the commencement of construction of the project and will expire upon completion of the project. Following the expiration of the temporary easement, Grantee agrees that it will file a Release of the temporary

easement in the Office of the Fayette County Clerk within thirty (30) days of a written request by Grantor.

Grantor, its successors and assigns, shall have the full right to use the surface of the land lying over said permanent easement for any purpose desired, provided such use will not interfere with the Grantee's free use of the easement herein granted and provided further that no building or structure shall be erected upon, across, over or through said permanent easement without prior written consent of the Grantee.

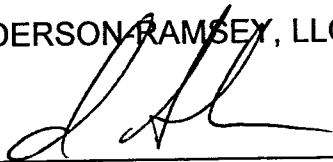
Grantor does hereby release and relinquish unto the Grantee, its successors and assigns forever, all of its right, title, and interest in and to the property to the extent of the interests conveyed herein, including all exemptions allowed by law, and does hereby covenant to and with the Grantee, its successors and assigns forever, that it is lawfully seized in fee simple of said property and has good right to sell and convey the easements as herein done, and that it will **WARRANT GENERALLY** said title.

Pursuant to KRS 382.135(2)(a), this Deed of Easements, which conveys public utility easements, need not contain a certificate of consideration. Pursuant to KRS 142.050, this public utility easement is exempt from real estate transfer tax.

IN TESTIMONY WHEREOF, the Grantor has signed this Deed of Easements, the day and year first above written.

GRANTOR:

ANDERSON RAMSEY, LLC



DENNIS R. ANDERSON
MEMBER

Exhibit B

This attachment is to further describe the Memorandum of Easement Purchase Agreement between Anderson-Ramsey, LLC (Anderson) and Lexington-Fayette Urban County Government (LFUCG) on the Expansion Area 3 – 30" Trunk Sewer Line Project (Project). The following additional items have been agreed upon for the project.

LFUCG and its selected contractor shall coordinate all construction activity on the property with the Training Center Manager in order that operations are minimally disrupted.

Work hours shall be specified as 7:00am to 5:00pm Monday through Friday. Permission to work outside specified times shall be at the discretion of Anderson and Tenant, which shall not be unreasonably withheld. LFUCG agrees to provide Anderson and Tenant with at least 48 hours' notice of their desire to work outside of the specified times.

Access to the construction area shall be via Russell Cave Road and the existing Anderson Victory Haven Training Center and Anderson Ramsey farm roadways.

If farm fencing is removed for construction or is damaged during construction, the fence shall be replaced with fencing of similar design and quality to what was removed or damaged.

Construction trenching/excavation shall be reasonably filled at the end of each work day. In cases where backfill cannot be completed, the trench or excavation shall be properly protected. When backfilling, the trench or excavation shall be filled in a "humped" manner to facilitate settling.

The means (mechanical or blasting) of rock removal shall be at the discretion of the contractor selected by LFUCG. Blasting will be allowed in accordance with state regulations. If blasting is the selected means, detonation of the explosive shall be restricted to the hours of 2:00 – 4:00 pm.

All rocks, branches, wood or other debris shall be removed before final grading and restoration. The trench shall be warranted against settlement for a period of one year as is standard for this type of construction.

Final non-paved site restoration will be with Bluegrass Orchard seed and covered with straw. The contractor will be responsible for the non-paved site until 70% coverage is attained per LFUCG ordinance.

Final paved restoration will be full width paving of the disturbed farm roadway per LFUCG specifications as follows:

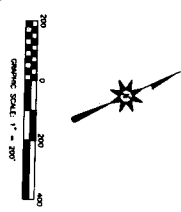
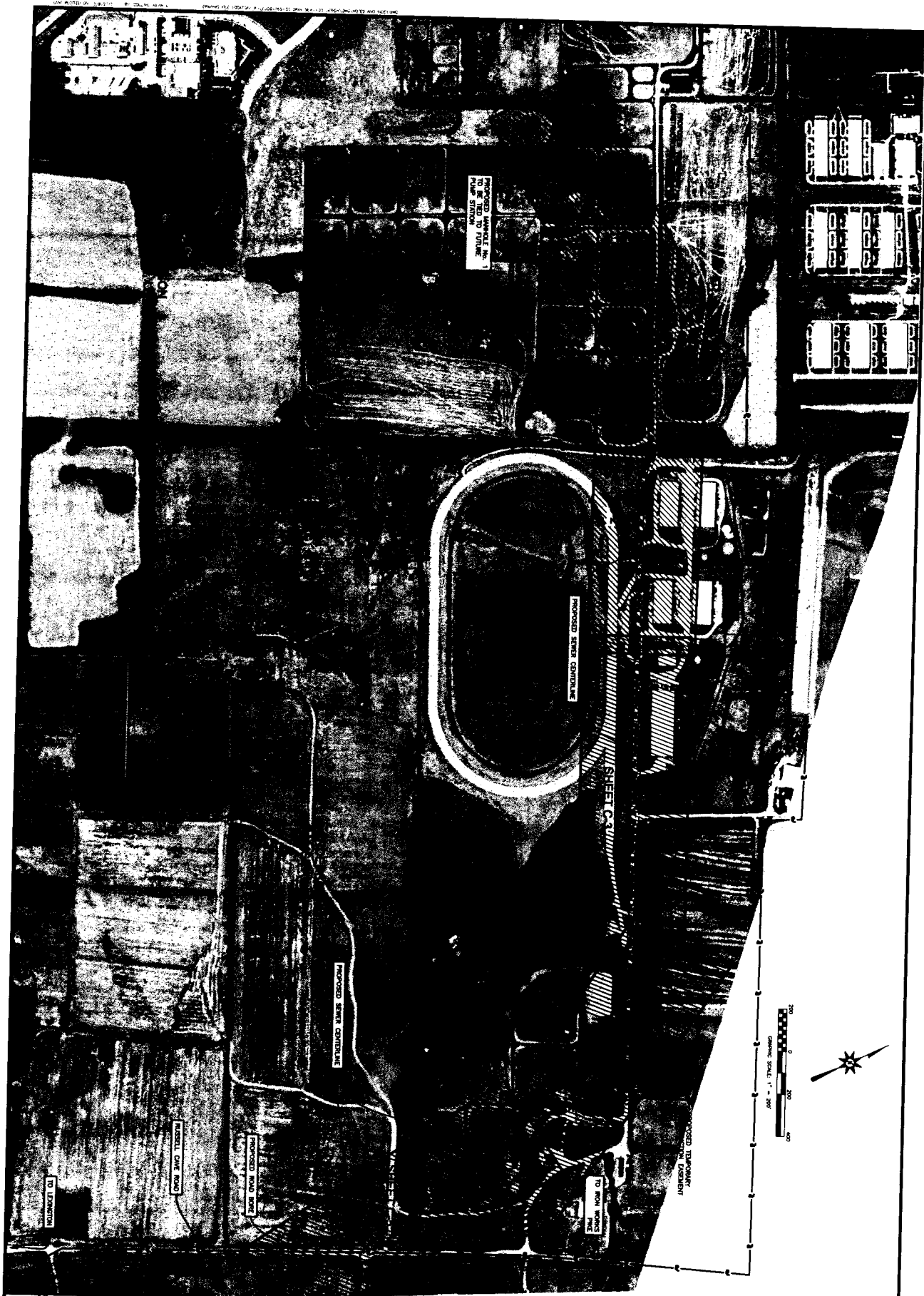
- Granular base (DGA) – two 4-in compacted lifts
- Bituminous base – one 3-in compacted lifts
- Bituminous surface – one 1½-in compacted lift
- The final roadway width shall be 24 feet.

Contractor shall repair any private waterline or other private utility on the property within 24 hours. Anderson and/or its representative shall advise LFUCG and its EOR in advance of construction of all known private utilities within the construction corridor.

Anderson, its Tenant, and all patrons or customers of Anderson shall be guaranteed access to the track located on the property at all times during construction of the Project notwithstanding minor inconveniences. LFUCG acknowledges that the inability to use the track will result in lost income for Anderson and /or its Tenant.

Anderson and/or its engineering consultant (Consultant) will provide in writing to LFUCG's Engineer of Record (EOR), Nesbitt Engineering, Inc., the number and location of desired stub-out connections into proposed manhole(s) on the project. Stub-out connections will consist of up to but not more than one joint of 12-inch pipe on minimum grade to be introduced on the manhole bench. The pipe material shall meet the specifications of LFUCG. Unless otherwise specified by Anderson or its Consultant, the stub-out connection will be introduced at 90° to the trunk sewer. LFUCG shall be responsible for the full cost of purchasing and installing all improvements contemplated by this agreement.

Any future sanitary sewer service shall be in accordance with the Comprehensive Plan and applicable LFUCG ordinances, as amended, modified, or revised from time to time.



0-1



nesbitt engineering, inc.
INCORPORATED 1958
 LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT
 EAST TRUNK SEWER PROJECT - PLAN SHEET INDEX

DESIGNED BY	KLC	CHECKED BY	665.35	DATE	NONE
FEBRUARY, 2017					

LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT
 EXPANSION AREA 3 TRUNK SEWER PROJECT
 LFUGG BID No.:
 RMP ID No. CR-4
 PLAN SHEET INDEX

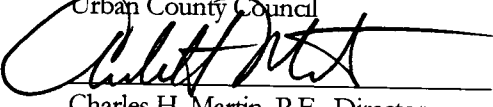
MAYOR JIM GRAY



LEXINGTON

CHARLES H. MARTIN P.E.
DIRECTOR
WATER QUALITY

TO: Mayor Jim Gray
Urban County Council

FROM: 
Charles H. Martin, P.E., Director
Division of Water Quality

DATE: July 20, 2017

SUBJECT: Easement acquisition for the Expansion Area 3 Trunk Project

Request

The purpose of this memorandum is to request a resolution authorizing the acceptance of deeds of easements from the owners of record on properties needed for the Expansion Area 3 Trunk Remedial Measures Project.

Purpose of Request

Requesting acquisition of easements and payment for the easements.

Project Cost in FY17 – \$60,229.75 (an additional easement is under negotiation -owner has agreed to grant easements for construction/maintenance until official purchase price is determined)

Are Funds Budgeted:

Funds for these services are from account
#4003-303408-3466-92811 LFUCG EA3TRK_2016 CONSENT_DE

File Number: Resolution #24-2013 (Remedial Measures Project)

Director/Commissioner: Martin/Hoskins-Squier

