

TEMPORARY CONSTRUCTION EASEMENT

This **TEMPORARY CONSTRUCTION EASEMENT** is made and entered into this the 12th day of July, 2019, by and between **PEACE ROOTS PROPERTIES, LLC**, a Kentucky limited liability company, 124 Ransom Avenue, Lexington, Kentucky 40507, which is the in-care of tax mailing address for the current year ("Grantor"), and **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, 200 East Main Street, Lexington, Kentucky 40507, ("Grantee").

WITNESSETH:

That for and in consideration of the sum of **FIFTEEN THOUSAND AND 00/100 DOLLARS (\$15,000.00)**, 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, temporary right to enter upon and make use of and do immaterial grading on the following tracts of land located in the confines of Lexington, Fayette County, Kentucky, and more particularly described as follows, for the purpose of installing a shared-use-path and other related improvements, including walls and other hardscape features and appurtenances thereto, upon the adjacent real property owned by parties other than Grantor:

Temporary Construction Easement
(a portion of 256 Newtown Pike
f/k/a 256 Newtown Road
f/k/a 256 Georgetown Road)

(01272818)

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

DTC

Town Branch Commons, Zone 7
Parcel No. 55

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 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 254), 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 North 30 Degrees 04 Minutes 19 Seconds East 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 North 60 Degrees 03 Minutes 12 Seconds East for a distance of 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 South 42 Degrees 18 Minutes 48 Seconds East a distance of 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: South 52 Degrees 14 Minutes 55 Seconds West for a distance of 113.78 feet to a point 30.81 feet right of KY 922 Baseline Station 227+30.55; thence South 43 Degrees 54 Minutes 02 Seconds West a distance of 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 254); thence with the northerly line of Peace Roots Properties, LLC (Parcel 254) North 42 Degrees 18 Minutes 48 Seconds West a distance of 6.56 feet to the POINT OF BEGINNING;

The above described parcel contains 0.051 acres (2,217 sq. ft.) of temporary easement;

AND

Temporary Construction Easement
(a portion of 610 620 West Third Street)

Town Branch Commons, Zone 7
Parcel No. 254

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 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) South 42 Degrees 18 Minutes 48 Seconds East for a distance of 6.56 feet to a point 24.98 feet right of KY 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) South 35 Degrees 23 Minutes 11 Seconds West for a distance of 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 LFUCG (Parcel 154); thence with the northerly line of the aforesaid LFUCG (Parcel 154) North 16 Degrees 25 Minutes 12 Seconds East a distance of 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 North 32 Degrees 49 Minutes 22 Seconds East a distance of 23.19 feet to the POINT OF BEGINNING;

The above described parcel contains 0.004 acres (173 sq. ft.) of temporary easement; and

Being portions of the property conveyed to Peace Roots Properties, LLC, a Kentucky limited liability company, by deed dated June 24, 2015, of record in Deed Book 3322, Page 242 in the Fayette County Clerk's Office.

TO HAVE AND TO HOLD said easement together with all rights, appurtenances, and improvements thereunto belonging unto said Grantee, its successors and assigns, 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 temporary construction easement shall take effect upon the commencement of construction of the project and will expire upon completion of work on the adjacent property .

Grantor and Grantee shall abide by the terms of the two (2) Memoranda of Understanding executed on June 25 and June 26, 2019, attached hereto and incorporated herein by reference.

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 interest 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 same as herein done, and that it will **WARRANT GENERALLY** said title.

The obtaining of this easement was authorized by Resolution 384-2018, passed by the Lexington-Fayette Urban County Council on June 21, 2018. Pursuant to KRS 382.135(2)(c), this grant of easement, which pertains to a public right-of-way, need not contain a statement of consideration.

IN TESTIMONY WHEREOF, the Grantor and Grantee have signed this Temporary Construction Easement, this the day and year first above written.

LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT

BY Linda Gorton
Title Mayor

COMMONWEALTH OF KENTUCKY)
)
COUNTY OF FAYETTE)

This instrument was acknowledged, subscribed and sworn to before me by
Linda Gorton in her capacity as
Mayor on behalf of the The Lexington Fayette Urban
County Government, on this the 7th day of August, 2019.

Daniel T. Cook #545656
Notary Public, Kentucky, State at Large

My Commission Expires: 11 / 29 / 2019

PREPARED BY:

Charles E. Edwards III
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

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Memorandum Of Understanding

Item #	Parcel #	County Name	Project #	Federal Project #
7-3710.10-SYP	0055 M	Fayette	8015601R	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. (2016BOP)			

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 \$ \$13500.00

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 properly supported paid receipts, will be reimbursed. All reimbursement claims must be deemed fair, necessary, and properly 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					\$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: 6/26/19
 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

Item #	Parcel #	County Name	Project #	Federal Project #
7-3710.10-SYP	0254 M	Fayette	9015901R	TGR 3003(341)
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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).
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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	SSNFEN	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: 6/20/19

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
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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: PATTY DAVIS ,dc

201908070095

August 7, 2019 14:40:52 PM

Fees	\$41.00	Tax	\$.00
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Total Paid	\$41.00
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12 Pages

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