

Agreement

This AGREEMENT is made as of this 17th day of June, 2014, by and between **SOUTHLAND CHRISTIAN CHURCH OF LEXINGTON KY, INC.**, hereinafter referred to as "Southland", and **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, hereinafter referred to as "LFUCG".

WITNESSETH:

WHEREAS, Southland owns property (the "church property"), formerly known as the Lexington Mall Property, 2349 Richmond Road, Lexington, Kentucky, including the road ("Life Lane") that travels along the edge of the church property; and

WHEREAS, this Agreement does not change, replace, nor delete any previous construction easement agreements concerning the property known as 2349 Richmond Road, Lexington, Kentucky; and

WHEREAS, LFUCG plans to construct a new Senior Center on a portion of its property known as Idle Hour Park, which is adjacent to the church property; and

WHEREAS, Life Lane has been used by the general public for decades to access the church property and Idle Hour Park and as a connector between New Circle Road and Richmond Road; and

WHEREAS, Life Lane will be an important access point for the new Senior Center and remain an important access point for the church property and Idle Hour Park;

WHEREAS, LFUCG and Southland want to ensure that Life Lane continues as a public way in perpetuity;

NOW, THEREFORE, the Parties do agree and promise as follows:

1. Southland will grant, at no cost, to LFUCG:
 - A. A perpetual easement across the portion of its property that comprises Life Lane (from back-of-curb to back-of-curb) in order to ensure continued access by the public to the church property, Idle Hour Park and the Senior Center;
 - B. A perpetual easement across the portion of its property designated on the development plan for the property for construction of a multi-use trail, or a sidewalk in lieu thereof, a portion of which will be constructed as part of the new Senior Center project;
 - C. A perpetual easement across a portion of its property for installation and maintenance of fiber optic lines at a mutually-agreeable location which line will be marked to prevent its disruption due to construction in the future;
 - D. A perpetual easement across the portion of its property where the water line owned by Southland is currently located as well as any additional area necessary for the extension of the line to LFUCG's property, and grant LFUCG ownership of the water line; and
 - E. A perpetual easement across a portion of its property adjoining LFUCG's property (where the new Senior Center will be located) for a bus stop, shelter and walkway, and for expansion and improvement of the park entry as a result of the construction of the Senior Center, it will be necessary to maintain a green space area which Southland will maintain,

performing mowing and maintenance of said green space. However, Southland will not be responsible for the replacement of any damaged trees or landscaping as a result of its maintenance services.

All as shown on the attached Exhibits A and B, which are incorporated herein by reference.

2. LFUCG will, in return for the granting of these easements:
 - A. Maintain Life Lane as a public way, becoming responsible for all maintenance of the road;
 - B. Construct the multi-use trail, or in lieu thereof a sidewalk, that Southland is obligated to construct, and maintain same, at no cost to Southland;
 - C. Accept ownership of and responsibility for maintenance of the water line currently owned by Southland and running across Southland's property and to which LFUCG will connect for water service to the new Senior Center;
 - D. Conduct any survey and prepare any plat/plan necessary to achieve the transactions described in this Agreement; and
 - E. Consult with Southland concerning the signage to be constructed at the entry (adjacent to the church property) to the new Senior Center
 - F. Grant to Southland the right to relocate any easement at its cost to meet Southland's future development or construction needs. Any

approval for relocating easements shall not be unreasonably withheld by LFUCG;

G. Never charge Southland water line maintenance, replacement, or repair fees for the water line. Never charge Southland fees for repairing the subsurface surrounding the water line or the surface area above the water line within ten (10) feet each side of the water line, measured from the center line of the pipe, when damaged due to failure or repair of the water line, as related to the water line subject of this Agreement, upon ownership being transferred to LFUCG. LFUCG will not charge a connection fee for any extension of the line by Southland, but LFUCG will not own such an extension or be responsible for any costs associated with construction of the extension, and any extension will be metered as closely as possible to the point of connection;

H. Provide adequate lighting of the path from the Senior Center parking lot to the bus stop;


I. Maintain the bus stop in a neat and sanitary condition.

J. The perpetual easements shall contain clauses that the easements remain perpetual for so long as LFUCG maintains Idle Hour Park and the Senior Center for public use.

3. Both Parties will execute, in usual and customary form, any and all documents as are necessary to accomplish the transactions described in this Agreement.


IN TESTIMONY WHEREOF, witness our signatures as of the day and year first
above written.

**LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT:**



Jim Gray, Mayor

**SOUTHLAND CHRISTIAN CHURCH
OF LEXINGTON KY, INC.**

BY: 

Executive Director, Operations & Advancement