

**TEMPORARY CONSTRUCTION EASEMENT**

This **TEMPORARY CONSTRUCTION EASEMENT** is made and entered into this the 12 day of July, 2019, by and between **FLEETWOOD LAND MANAGEMENT, LLC**, a Kentucky limited liability company, 427 South Mill Street, Lexington, Kentucky 40508, 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 **THIRTEEN THOUSAND TWENTY-FIVE AND 00/100 DOLLARS (\$13,025.00)**, 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 excavate, grade, construct, alter, re-grade and perform related work for the purpose of installing a shared-use-path and other related improvements, including walls and other hardscape features and appurtenances thereto, through and across the following tract of land located in the confines of Lexington, Fayette County, Kentucky, and more particularly described as follows, to wit:

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

(CC-F)

**Temporary Construction Easement**  
**(a portion of 143 & 155 Midland Avenue)**

**Town Branch Commons, Zone 1**  
**Parcel No. 19**

Being a tract of land located in Fayette County, Kentucky along Midland Avenue, approximately 80 feet northeast of the intersection of Midland Avenue and East Short Street, and more particularly described as follows:

Beginning at a point 49.57 feet left of Midland Avenue Station 508+57.41; thence North 72 Degrees 04 Minutes 35 Seconds West for a distance of 41.10 feet to a point 72.00 feet left of Midland Avenue Station 508+23.54; thence North 79 Degrees 16 Minutes 14 Seconds East for a distance of 169.63 feet to a point 62.00 feet left of Midland Avenue Station 509+89.83; thence South 42 Degrees 04 Minutes 57 Seconds East a distance of 21.33 feet to a point 43.41 feet left of Midland Avenue Station 510+00.14; thence South 79 Degrees 39 Minutes 41 Seconds West for a distance of 30.56 feet to a point 44.76 feet left of Midland Avenue Station 509+69.97; thence South 78 Degrees 24 Minutes 38 Seconds West a distance of 70.07 feet to a point 47.29 feet left of Midland Avenue Station 509+00.81; thence South 78 Degrees 25 Minutes 42 Seconds West a distance of 44.04 feet to a point 49.57 feet left of Midland Avenue Station 508+57.41 and the POINT OF BEGINNING;

The above described parcel contains 0.068 acres (2,960 sq. ft.) of temporary easement;

Being a portion of the property conveyed to Fleetwood Land Management, LLC, a Kentucky limited liability company, by deed dated December 28, 2012, of record in Deed Book 3122, Page 411 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.

Grantor and Grantee shall abide by the terms of the MOU, executed by the parties contemporaneously with this Deed, attached hereto and incorporated herein by reference.

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 the project.

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 383-2018, 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 has signed this Temporary Construction Easement, this the day and year first above written.

GRANTOR: FLEETWOOD LAND MANAGEMENT, LLC

Michael J. Scanlon

MICHAEL J. SCANLON  
MANAGER

COMMONWEALTH OF KENTUCKY     )  
   )  
COUNTY OF FAYETTE                     )

This instrument was acknowledged, subscribed and sworn to before me by Michael J. Scanlon, in his capacity as Manager of Fleetwood Land Management, LLC, on this the 12 day of July, 2019.

Paul W. Weller 583153

Notary Public, Kentucky, State at Large

My Commission Expires: 7 / 29 / 2021

GRANTEE: LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

Linda Gorton

LINDA GORTON  
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 of the Lexington-Fayette Urban County Government on this the 12<sup>th</sup> day of July, 2019.

Cynthia A. Cannon-Ferguson  
Notary Public, Kentucky, State at Large

My Commission Expires: 2 / 26 / 2021



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

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**Memorandum Of Understanding**

Item #	Parcel #	County Name	Project #	Federal Project #
7-3714.00-5YP	0019 M	Fayette	9152801R,02R	CM 3003(345)
<b>Project Description</b> CONSTRUCT BIKE/PED FACILITIES FROM MAIN/MIDLAND STREET TO THIRD STREET AT THE LEGACY TRAIL (2014BOP).				

Property Owners	First & Last Name/Company
Fleetwood Land Management 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 (SQM/ SF/AC)
Fee Simple	0.0000	
Permanent Easement	0.0000	
Temporary Easement	2,980.0000	SF
Excess Property in Fee Simple	0.0000	

The total consideration to be paid for the property conveyed is \$ \$13,025.00

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 416.570, 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.

*Handwritten signature/initials*  
5/28/19



**Memorandum Of Understanding**

In addition, the parties agree as follows:

The Lexington Fayette Urban County Government (LFUCG) likewise agrees to additional commitments to Fleetwood Land Management as outlined in Exhibit 3 and illustrated in Exhibits 1 and 2.

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

Payee Name	For Owner	OWNER	Address	Phone	Amount of Check
Fleetwood Land Management LLC			427 South Mill Street Lexington KY United States 40508		\$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: 6-3-19

Signatures of Agents for Transportation Cabinet

Paul Willard

This Memorandum of Understanding was signed on Date: 6-3-19

Signatures of Property Owners

Fleetwood Land Management LLC

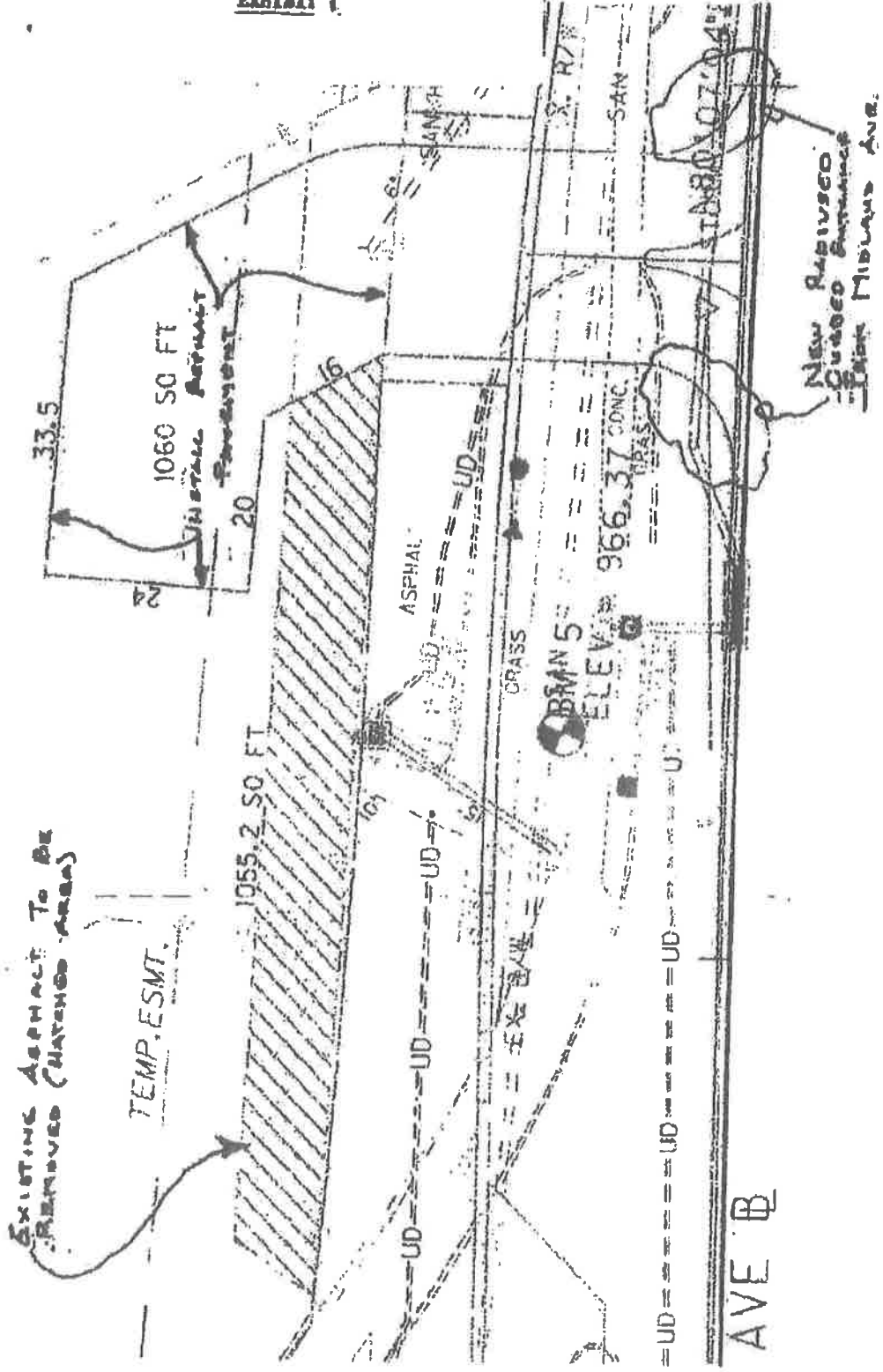
**ADDENDUM TO MEMORANDUM OF UNDERSTANDING**

**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

*MWS  
5/28/19*

**EXHIBIT 1**



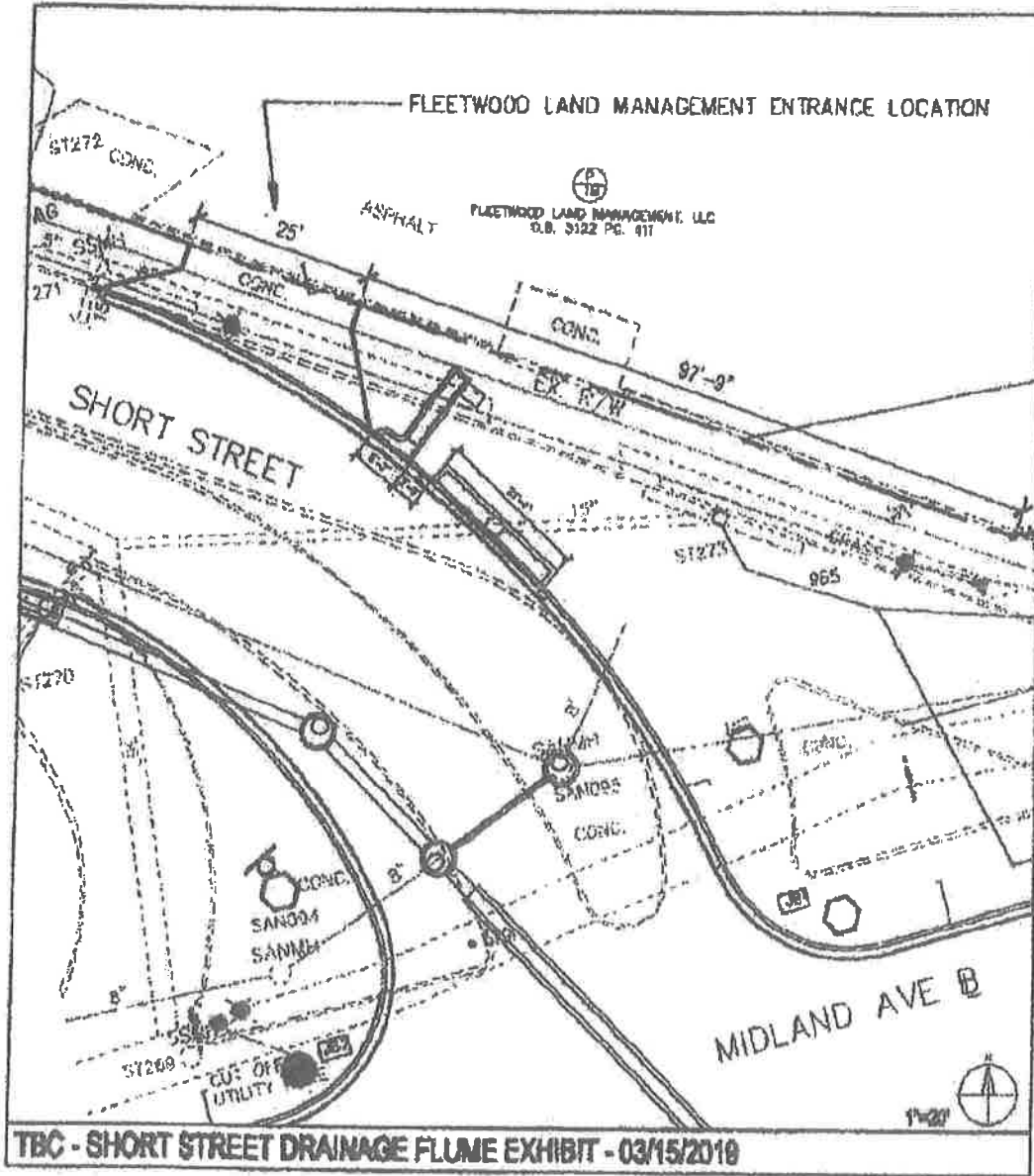
EXISTING ASPHALT TO BE REMOVED (MATCHED AREA)

TEMP. ESMT.

MTS  
S  
12/19



**EXHIBIT 2**



*Handwritten signature and date:*  
MTH  
5-28-19

### **Exhibit 3**

The Lexington Fayette Urban County Government (LFUCG) likewise agrees to the following commitments to Fleetwood Land Management: 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. Any property that is disturbed will be restored to as good condition or better than when the construction began. The temporary construction easement shall not be used as a materials or equipment storage or lay-down area. Access to the property shall be maintained during the project. The contractor shall notify the property owner prior to any work that may temporarily inhibit traffic flow to/from the property during construction. The LFUCG promises as part of the consideration for Fleetwood Land Management, LLC to execute this MOU to install or to cause to be installed asphalt pavement at the location described in Exhibit 1 attached hereto. This asphalt pavement shall be installed prior to the completion of LFUCG's work on this segment of the Town Branch trail which adjoins that portion of the Fleetwood Land Management property adjacent to Midland Avenue. The LFUCG shall construct the trail, curb inlet, and concrete flume in such a manner so as not to interfere with any right of ingress/egress Fleetwood Land Management, LLC may have or may hereafter acquire in those locations depicted on attached Exhibits 1 and 2. In particular as to Exhibit 2, which reflects the proposed access to Short Street, the purpose of this provision is to provide that the curb inlet and concrete flume shall be constructed where indicated on Exhibit 2 and shall not be changed so as to be located further up on Short Street towards the center of downtown Lexington. Mr. Paul Willard, being the right of way acquisition agent for the Lexington Fayette Urban County Government and for the Kentucky Transportation Cabinet, is hereby authorized as the signatory for the Memorandum of Understanding of which this is a part.

*MB*  
*5/29/19*

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.



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By: PATTY DAVIS ,dc

201908010194

August 1, 2019

12:37:10 PM

Fees	\$38.00	Tax	\$0.00
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Total Paid	\$38.00
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11 Pages

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