

MAYOR LINDA GORTON



LEXINGTON

CHRIS FORD
COMMISSIONER
GENERAL SERVICES

TO: Mayor Linda Gorton
Honorable Members, Urban County Council

FROM: 
Chris Ford, Commissioner of General Services

DATE: June 24, 2022

SUBJECT: Authorization to Purchase Property for Fire & Emergency Services
East Third Street and East Noble Street

Request:

Request Council authorization for the Mayor to execute an Agreement of Sale, and any other necessary documents, and to accept deed for the property located at 206 – 208 – 214 – 218 East Third Street, and 213 –215 East Noble Street.

Purpose:

LFUCG proposes to purchase 5 adjoining land parcels located in close proximity to Fire Station No. 1. Lexington Fire & Emergency Services is interested in expanding operational facilities in this area. These 5 parcels combine for approximately one-half acre, which includes 2 vacant structures (206 and 218 East Third Street).

Budgetary Implication:

The agreed purchase price is \$929,500.
Funds are budgeted at 1101 – 505704 – 5742 – 90111.

File Number: 0689-22

Director/Commissioner: Jamshid Baradaran / Chris Ford



MAYOR LINDA GORTON



LEXINGTON

CHRIS FORD
COMMISSIONER
GENERAL SERVICES

June 24, 2022

Weesner Properties
2333 Alexandria Drive
Lexington KY 40504

RE: Intent to Purchase – *East Third Street and East Noble Street Parcels*

As a follow-up to my memo dated June 6, 2022, which served as LFUCG's initial conditional offer to purchase, please allow me to formally memorialize our subsequently negotiated and agreed upon purchase price of \$929,500 for the properties listed below:

- 206 – 208 – 214 – 218 East Third Street
- 213 – 215 East Noble Street

The intent of our purchase is to further facilitate Lexington Division of Fire & Emergency Services' interest in expanding operational facilities in this area. Our office has initiated internal governmental processes in order to secure required legislative authorization by Urban County Council. Please anticipate these actions to conclude during the first week of July 2022. Furthermore, we propose the closing to occur on or before August 22, 2022, which represents 60 days from our negotiated agreement.

In the interim, please find Sandra Lopez, LFUCG Real Estate Manager, as our direct point-of-contact for technical execution and administrative process associated with the property transaction. Sandra may be contacted at (859) 425-2230, or via email at slopez@lexingtonky.gov. Thanks again and please advise.

Sincerely,

A handwritten signature in cursive script, appearing to read "Chris Ford".

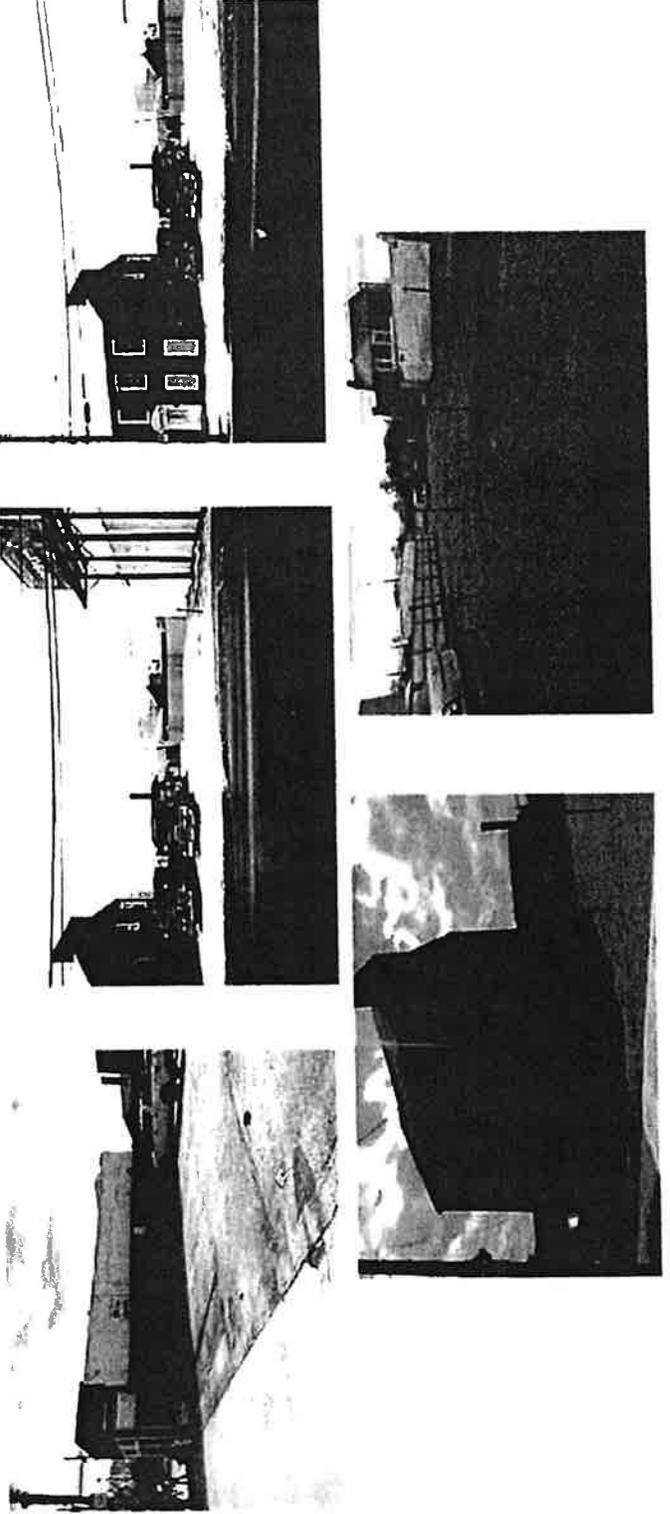
Chris Ford
Commissioner
General Services



Property of Interest

- 206 E. Third St. (0.05 acre) (top left)
- 208 E. Third St. (0.06 acre) (top middle)
- 214 E. Third St. (0.13 acre) (top right)
- 218 E. Third St. (0.18 acre) (bottom left)
- 213 Noble St. (0.04 acre) (bottom right)

Totals: (0.46 acre)

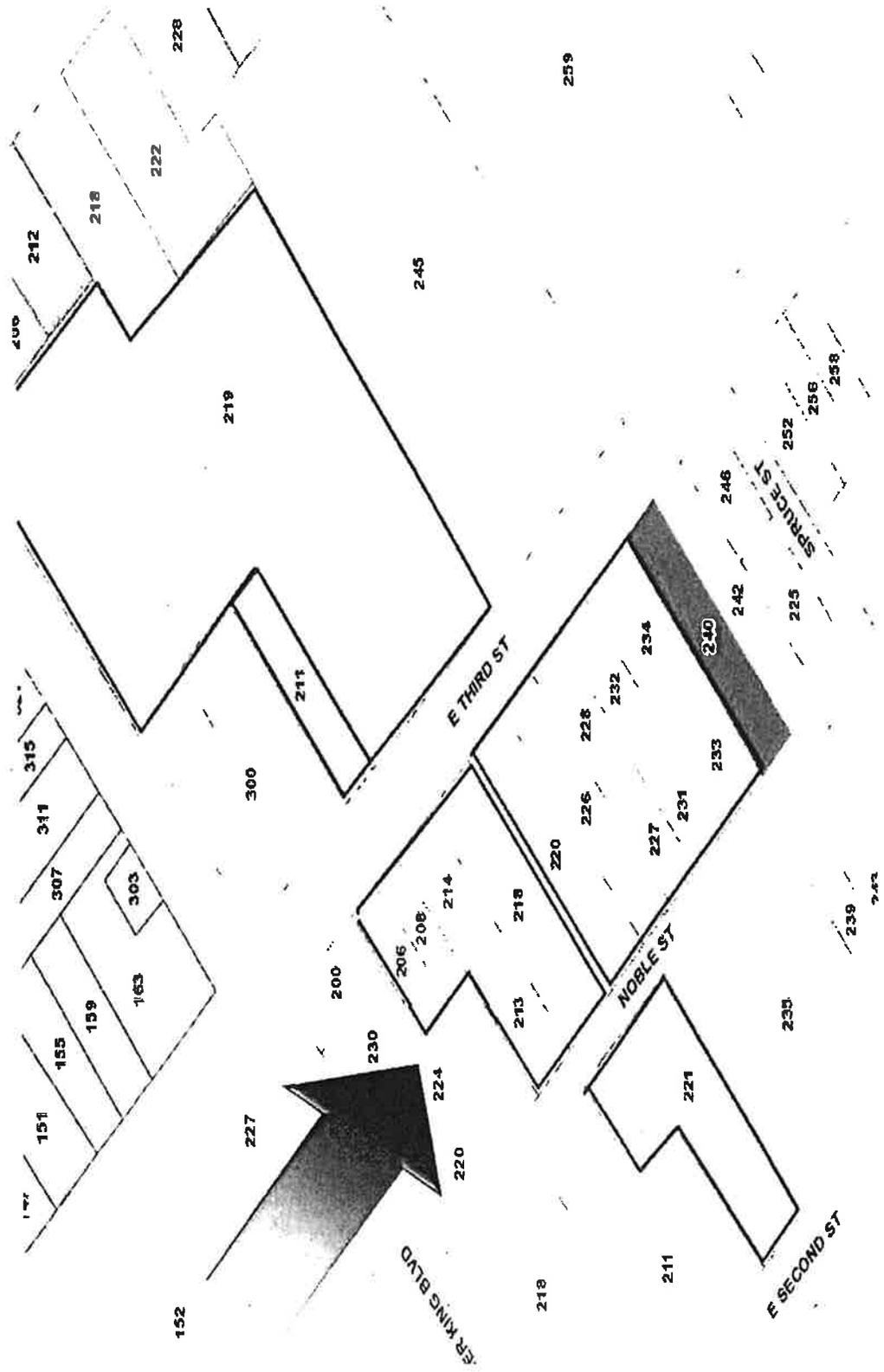




LEXINGTON

DIVISION OF FIRE

Acquisition Context



AGREEMENT OF SALE

THIS AGREEMENT is made this 9th day of July, 2022, by and between Louise Elizabeth Foley and the Estate of Anna Frances Foley, 127 Sycamore Road, Lexington, Ky. 40502 (hereinafter collectively referred to as "SELLER") and the Lexington-Fayette Urban County Government, an Urban County Government of the Commonwealth of Kentucky, organized pursuant to Chapter 67A of the Kentucky Revised Statutes, having its principal offices at 200 East Main Street, Lexington, Kentucky 40507 (hereinafter referred to as "PURCHASER").

WITNESSETH:

WHEREAS, the SELLER is the fee owner of the land and the buildings and improvements thereon of five (5) parcels of real property, referred to as 206, 208, 214 and 218 East Third Street and 213-215 East Noble Street in Lexington, Kentucky (hereinafter referred to as the "Property" or "Premises"); and

WHEREAS, SELLER is desirous of selling to PURCHASER and PURCHASER is desirous of purchasing from SELLER the Premises, upon the terms and conditions hereinafter stated.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. SELLER hereby agrees to sell to PURCHASER and PURCHASER hereby agrees to purchase from SELLER all of SELLER's right, title, and interest in and to the Premises, subject only to the items set forth herein.
2. PURCHASER agrees to pay to SELLER for the purchase of SELLER's interest in the Premises, the sum of \$929,500.00 from which sum shall be deducted the then outstanding principal balance of any and all proper and valid liens on the property, including without limitation all mortgages, which sums shall be paid directly to the holders of such liens upon closing of title (the "Closing"). Payment shall be issued to Seller via check. Should the total sum of all proper and valid liens on the property exceed \$929,500.00, or should a title search reveal that SELLER does not hold clear and unencumbered title to the property, aside from liens that may be paid in full at the time of closing, PURCHASER shall have the right to cancel this contract.
3. At the time of the Closing, SELLER shall deliver to PURCHASER:
 - (A) A General Warranty Deed executed and acknowledged in proper form for recording so as to convey to the PURCHASER, good and marketable fee simple title to the Premises;
 - (B) The premises, in safe condition, free and clear of SELLER's goods and possessions, and all keys, combinations, and access codes, necessary to take possession of the premises.
4. The SELLER shall have the risk of loss. Further, if all or part of the Premises is destroyed or damaged by fire or other casualty prior to the Closing, PURCHASER shall have the option,

solely at its discretion, to do one of the following:

- (A) Complete the Closing, but in such event the net proceeds of any insurance coverage shall be paid to PURCHASER;
- (B) Refuse to accept title to the Premises;
- (C) Pay the then fair market value of the property as destroyed or damaged; or,
- (D) Cancel this contract.

5. SELLER agrees to pay all charges, taxes, and recording fees, if any, imposed or levied upon this transaction, which sums shall be deducted from the consideration paid to SELLER at Closing and issued to the appropriate payees via check.

6. During the period between the date hereof and the Closing, SELLER shall:

- (A) Keep the Premises in repair;
- (B) Comply with all the terms, conditions and provisions of all Leases, Liens, Mortgages, Agreements, Insurance Policies, and other contractual arrangements relating to the Premises, make all payments due thereunder and suffer no default therein;
- (C) Operate, manage, and maintain the Premises in the usual and customary manner for similar property;
- (D) Promptly notify PURCHASER in writing if any material change occurs in the occupancy or conditions affecting the Premises;
- (E) Not, without PURCHASER's prior written consent, enter into, amend, or terminate any Lease, nor institute any proceeding at law or in equity to enforce any Lease; and
- (F) Provide PURCHASER and its representatives, employees, and agents full and complete access, during normal business hours, to the Premises.

7. The Closing shall take place on or before August 22, 2022, at the offices of the Lexington-Fayette Urban County Government, 200 East Main Street, 11th Floor, Lexington, Kentucky 40507. Time shall be of the essence.

8. All real estate taxes, with the exception of transfer tax, which is the sole responsibility of the SELLER, shall be prorated and adjusted to the date of Closing.

9. All understandings and agreements had heretofore between the parties hereto are merged in this Agreement, which alone fully and completely expresses their agreement, and same is entered into after full investigation, neither party relying upon any statement or representation not

embodied in this Agreement.

10. All notices, demands, and requests, which may or are required to be given by either party to the other under this Agreement shall be in writing and given by registered or certified mail, postage prepaid, addressed to the other party at the address indicated in this numerical paragraph:

To the SELLER:

Louise Elizabeth Foley
127 Sycamore Road
Lexington, Ky. 40502

And

Weesner Properties
2333 Alexandria Drive
Lexington, KY 40504
Attn: Vicki Weesner

To the PURCHASER:

LFUCG, Dept. of General Services
Attn: Sandra Lopez
200 East Main Street
Lexington, Kentucky 40507

or to such other place designated by written notice by either party to the other.

14. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their heirs, successors, and assigns; and may be modified or cancelled only by written instrument signed by the parties.

15. This Agreement does not constitute an agreement of partnership or joint venture and does not authorize the SELLER to act as an agent for the PURCHASER for any purpose nor authorize the PURCHASER to act as an agent for the SELLER for any purpose.

16. This Agreement shall be interpreted and enforced pursuant to the laws of the Commonwealth of Kentucky. Any action related to or arising from this Agreement shall be brought in Fayette County, Kentucky.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed as of the day and year first above written.

SELLER

Louise Elizabeth Foley,
individually and as executrix of the Estate of Anna Frances Foley

ATTEST: _____

WITNESS: _____

DATE: _____

BUYER

Linda Gorton
Linda Gorton,
Mayor of Lexington-Fayette Urban County Government

DATE: 7/8/2022

ATTEST:

Abigail Allan,
Clerk of the Urban County Council