

**TEMPORARY RIGHT OF ENTRY AGREEMENT**

This **AGREEMENT** made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2014, by and between **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, 200 East Main Street, Lexington, Kentucky 40507, hereinafter referred to as “LFUCG”, and **DENNIS ANDERSON TOWNLEY PARK APTS., LLC.**, hereinafter referred to as “Property Owner”.

**WITNESSETH:**

WHEREAS, LFUCG owns property known as the Town Branch Wastewater Treatment Plant, 301 Lisle Industrial Avenue, Lexington, Kentucky 40511 (“the plant property”) in Fayette County, Kentucky; and

WHEREAS, the Property Owner owns adjacent property to LFUCG located at 149 Old Town Walk, Lexington, Kentucky 40511, where LFUCG wants to use a portion of the property as an emergency access road (“adjacent property”) for the Town Branch Wet Weather Storage project; and

WHEREAS, the parties are engaged in negotiating the terms of an Entry Permit related to the emergency access road, which Permit will more particularly describe the portion of the adjacent property to be used by LFUCG; and

WHEREAS, LFUCG wants to begin preliminary work related to the emergency access road and the Property Owner is agreeable to limited temporary access to a portion of the adjacent property by LFUCG under certain conditions:

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

1. The Property Owner does hereby and herein grant and convey unto the LFUCG right of entry, possession, use and occupancy of the portion of the adjacent

property more particularly described on the attached Exhibit A thru Exhibit D which are incorporated herein by reference for the purpose of proceeding with preliminary work related to the emergency access road for a period of thirty (30) days from the date of execution of this Agreement.

2. The work to be performed by the LFUCG during the operation of this Agreement shall be limited to work necessary to construct a gravel road for temporary access to the adjacent property as shown on Exhibit A through Exhibit D.

3. A property 'HOLDING FEE' in the amount of \$10,000 will be retained by the Property Owner until the completion of the project during year 2016. Upon completion of the project the Property Owner will refund the 'HOLDING FEE' to the LFUCG.

4. This right of entry shall in no way affect the rights of the Property Owner to proper and legal compensation for the use of the adjacent property by LFUCG for the emergency road access and negotiations for an Entry Permit related to the project shall continue between the parties.

5. In the event such negotiations are successful, the LFUCG shall execute the Entry Permit which shall then be presented to the Lexington-Fayette Urban County Council for approval. After approval the Entry Permit shall be signed by LFUCG's Mayor and LFUCG may commence the project work.

6. If the parties are unsuccessful in negotiating an Entry Permit the temporary road shall be removed and the affected adjacent property restored by LFUCG to as good or better condition as existed prior to the construction of the

temporary road. In no event shall the temporary road remain on the Property Owner's property later than sixty (60) days after the end of negotiations.

**IN TESTIMONY WHEREOF**, witness our signatures as of the day and year first hereinabove set forth.

**LEXINGTON-FAYETTE URBAN  
COUNTY GOVERNMENT:**

\_\_\_\_\_  
Jim Gray, Mayor

Attest:

**DENNIS ANDERSON TOWNLEY PARK  
APTS., LLC**

BY: \_\_\_\_\_

STATE OF KENTUCKY    )

COUNTY OF FAYETTE    )

The foregoing instrument was subscribed and acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2014, by \_\_\_\_\_, who hereby swears or affirms that he is fully authorized to execute this Agreement on behalf of Dennis Anderson Townley Park Apts., LLC

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public