

TEMPORARY CONSTRUCTION EASEMENT

This **TEMPORARY CONSTRUCTION EASEMENT** (the "Temporary Easement") is made and entered into as of the ___ day of November, 2023, by and between **LEXINGTON CENTER CORPORATION, a Kentucky non-profit company**, 430 West Vine Street, Lexington, Kentucky 40507 ("LCC"), and **TOWN BRANCH PARK, INC., a Kentucky non-profit corporation**, 795 Manchester Street, Lexington, Kentucky 40508 ("TBP"), which is the in-care of tax mailing address for the current year (hereinafter "Grantors"), and **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, 200 East Main Street, Lexington, Kentucky 40507 (hereinafter "Grantee").

WITNESSETH:

That for and in consideration of the sum of **TEN DOLLARS AND 00/100 CENTS (\$10.00)**, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, said Grantors have **BARGAINED** and **SOLD** and do hereby **GIVE, GRANT** and **CONVEY** unto the Grantee, its successors and assigns, temporary right to access, but such access shall be limited only from and to the

Return to:
Cynthia Cannon-Ferguson
LFJCG, Dept. of Law, 11th Floor
200 East Main Street
Lexington, KY 40507

contiguous properties owned by the Grantee or by the Main Street Baptist Church (the "Contiguous Properties"), to excavate, grade, construct, alter, re-grade and perform related work for the purpose of construction of parking lot improvements and storm drainage improvements on the Contiguous Properties as such improvements on the below-described Temporary Construction Easement Area are specifically described in Exhibit A attached hereto and incorporated herein (the "Project Improvements") through and across the following tract of land located in the confines of Lexington, Fayette County, Kentucky, depicted on the attached Exhibit "A" (the "Temporary Easement Area"), and more particularly described as follows, to wit:

Temporary Construction Easement Area
Town Branch Park
(a portion of 795 Manchester Street -New Lot 3
And
(a portion of 430 W. Vine Street-New Lot 1)

A strip of land situated on New Lot 3, of the Lexington Center Corporation, as shown on plat of record in Plat Cabinet S, Slide 408 and along New Lot 1, of the Lexington Center Corporation, as shown on plat of record in Plat Cabinet S, Slide 409, and bordering the rear property line of Main Street Baptist Church in Fayette County, Kentucky and being more particularly described and bounded as follows, to wit:

BEGINNING, at the intersection of the Main Street Baptist Church property line and the Tucker Street right-of-way line; thence N47°45'24" E, 20.03 feet to a point in the Lexington Center Corporation property; thence 20 feet from and parallel with the Main Street Baptist Church property line, S45°36'13" E, 72.91 feet; S47°44'13" E, 32.22 feet, S44°46'59" E, 83.75 feet, S45°36'13" E, 58.03 feet, S44°29'28" E, 87.00 feet to a point in the Lexington Center Corporation property; thence S45°30'32" W, 20.00 feet to a point on the Main Street Baptist Church property line; thence along the Main Street Baptist Church property line, N44°29'28" W, 86.80 feet, N45°36'13" W, 57.98 feet, N44°46'59" W, 83.38 feet, N47°44'13" W, 32.07 feet,

N45°36'13" W, 74.46 feet to the TRUE POINT OF BEGINNING; and,

The above-described parcel contains 6,686 square feet, 0.153 Acres, more or less of temporary construction easement; and

Being a portion of the same property conveyed to Lexington Center Corporation, a Kentucky non-profit company, by Deed dated April 5, 1982, of record in Deed Book 1296, Page 691 and by Deed dated August 23, 1989, of record in Deed Book 1527, Page 450 and by Deed dated August 9, 2018, of record in Deed Book 3605, Page 376, all referenced in the Fayette County Clerk's Office.

TO HAVE AND TO HOLD the above-described Temporary Easement Area together with all rights, appurtenances, and improvements thereunto belonging and as specifically described and limited in this Temporary Easement unto Grantee, its successors and assigns for the duration as described herein and for the purposes and uses herein designated.

TOGETHER with the right to use the Temporary Easement Area during the time the Project Improvements are being constructed on the Contiguous Properties, with the right of ingress and egress as limited herein from and to the Temporary Easement Area as may be reasonably necessary for the construction of the Project Improvements.

The above-described Temporary Easement runs with the Temporary Easement Area shall commence as of the date of recording of this Temporary Easement, shall continue continuously only for so long as the Temporary Easement Area is necessary for the construction of the Project Improvements, including but not limited to the restoration of improvements upon the Temporary Easement as specifically described in Exhibit A, and shall terminate upon completion of such Project Improvements, which termination date shall not be later than June 30, 2024, subject only to such delays as

may be caused by Force Majeure. This Temporary Easement is binding upon the successors and assigns of the Grantors.

Grantors acknowledge that they have entered into a Memorandum of Ground Lease Agreement, dated August 9, 2023, of record in Deed Book 4031, Page 72, in the Fayette County Clerk's Office.

Grantors do hereby release and relinquish unto the Grantee, its successors and assigns forever, all of their respective right, title, and interest in and to the Temporary Easement Area to the extent of the interest conveyed herein, including all exemptions allowed by law, and do hereby covenant to and with the Grantee, its successors and assigns forever, that they are lawfully seized of the Temporary Easement Area as described in the aforesaid Memorandum of Ground lease Agreement and have good right to grant this Temporary Easement as herein done.

The obtaining of this Temporary Easement was authorized by Resolution _____-2023, passed by the Lexington-Fayette Urban County Council on _____, 2023. Pursuant to KRS 382.135(2)(c), this Temporary Easement, which pertains to a public utility, need not contain a statement of consideration. This conveyance is exempt from real estate transfer tax pursuant to KRS 142.050.

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

GRANTORS:

LEXINGTON CENTER CORPORATION, a
Kentucky non-profit corporation

BY: 

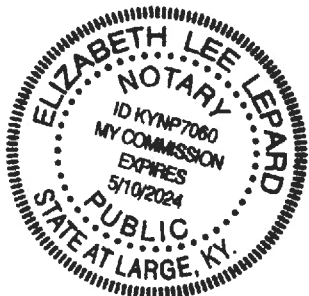
NAME: Brian R Sipe

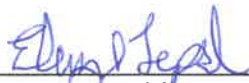
ITS: General Manager

COMMONWEALTH OF KENTUCKY)

COUNTY OF FAYETTE)

This instrument was acknowledged, subscribed and sworn to before me by
Brian R Sipe as General Manager of, and for and on behalf of,
Lexington Center Corporation, a Kentucky non-profit corporation, on this the 7 day of
~~October~~ ^{November}, 2023.



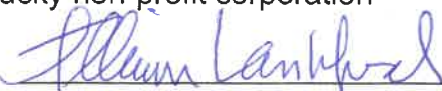


Notary Public, Kentucky, State-at-Large

My Commission Expires: 5 / 10 / 2024

Notary ID # KYNP7060


TOWN BRANCH PARK, INC., a
Kentucky non-profit corporation

BY: 
Allison Lankford

ITS: Executive director

COMMONWEALTH OF KENTUCKY)
)
COUNTY OF FAYETTE)

This instrument was acknowledged, subscribed and sworn to before me by Allison Lankford as Executive Director of, and for and on behalf of, Town Branch Park, Inc., a Kentucky non-profit corporation, on this the 16 day of November, 2023.


Notary Public, Kentucky, State-at-Large

My Commission Expires: 7/12/26

Notary ID # KYNP54973

GRANTEE:

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

BY: _____

NAME: _____

ITS: _____

COMMONWEALTH OF KENTUCKY

COUNTY OF FAYETTE

This instrument was acknowledged, subscribed and sworn to before me by _____ as _____ of, and for and on behalf of, the Lexington-Fayette Urban County Government on this the ____ day of _____, 2023.

Notary Public, Kentucky, State-at-Large

My Commission Expires: ____/____/____

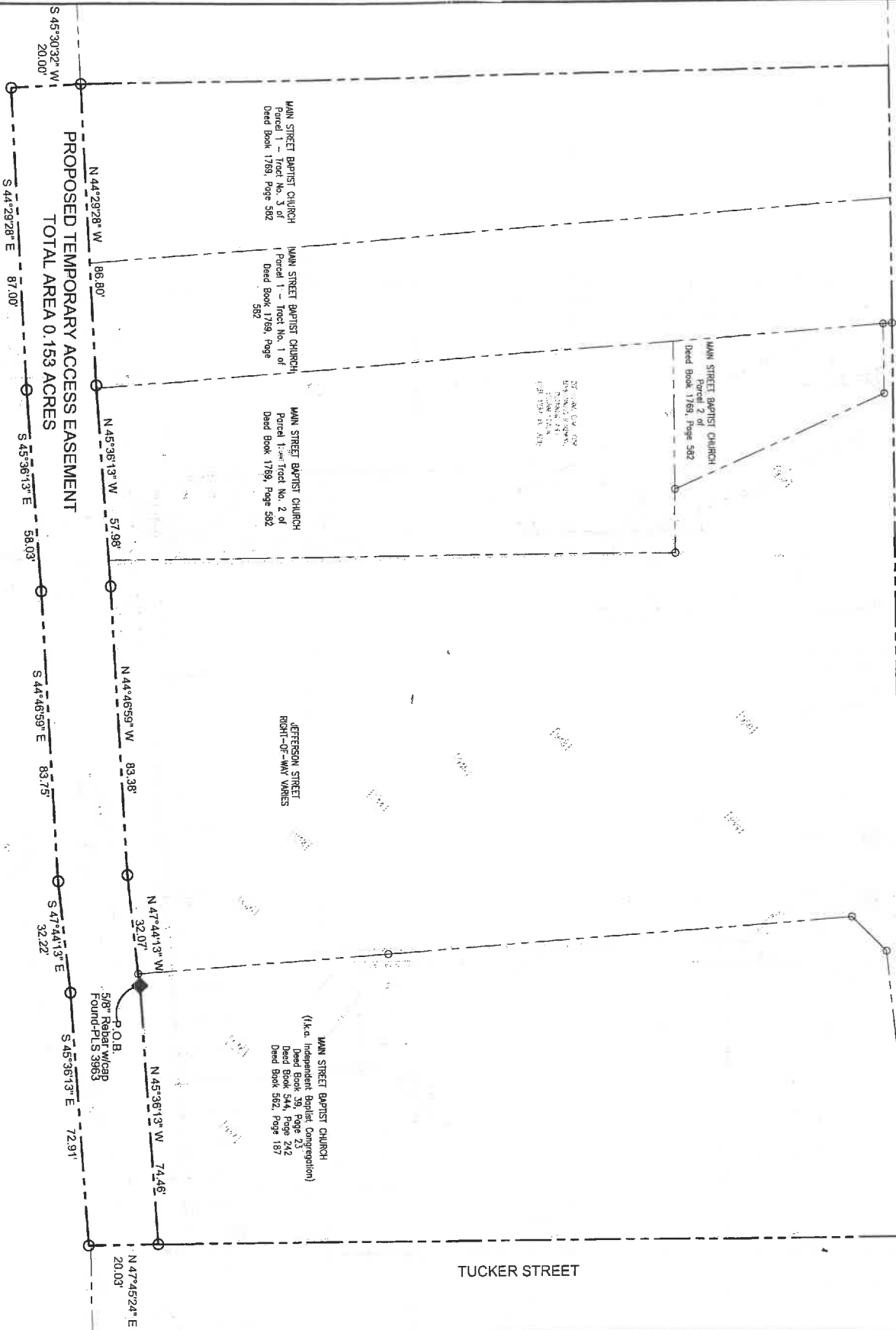
Notary ID # _____

PREPARED BY:

EVAN P. THOMPSON,
Attorney Sr.
Lexington-Fayette Urban
County Government
Department of Law, 11th Floor
200 East Main Street
Lexington, Kentucky 40507
(859) 258-3500

EXHIBIT A

W. MAIN STREET (U.S. 25 U.S. 421)



PROPOSED TEMPORARY ACCESS EASEMENT
TOTAL AREA 0.153 ACRES

MAIN STREET BAPTIST CHURCH
Parcel 1 - Tract No. 3 of
Deed Book 1769, Page 582

MAIN STREET BAPTIST CHURCH
Parcel 1 - Tract No. 1 of
Deed Book 1769, Page 582

MAIN STREET BAPTIST CHURCH
Parcel 2 of
Deed Book 1769, Page 582

JEFFERSON STREET
RIGHT-OF-WAY VARIES

MAIN STREET BAPTIST CHURCH
(k.a. Independent Baptist Congregation)
Deed Book 39, Page 23
Deed Book 344, Page 242
Deed Book 582, Page 187

TUCKER STREET

S 45°30'32" W 20.00'
N 44°29'28" W 96.80'
S 44°29'28" E 87.00'
S 45°36'13" E 58.03'
S 44°46'59" E 83.75'
S 47°44'13" E 32.22'
S 45°36'13" E 72.91'
N 47°45'24" E 20.03'

LEXINGTON CENTER CORPORATION
Plot Cabinet S, Slide 409
Deed Book 1296, Page 691
Deed Book 1527, Page 450
Deed Book 3605, Page 376

A

LEXINGTON CENTER CORPORATION - TEMPORARY ACCESS & CONSTRUCTION EASEMENT EXHIBIT



TEMPORARY ACCESS & CONSTRUCTION EASEMENT EXHIBIT
**MAIN STREET BAPTIST CHURCH
PARKING LOT RENOVATION**
582 WEST MAIN STREET, LEXINGTON, KENTUCKY

Architectural
Civil Engineering
Construction Management
at 505 S. 10th Street
Lexington, Kentucky 40507
www.cmmw.com

Issue Date	Drawn By	Checked By	Revised	Mark	Date
SEPTEMBER 21, 2023					

Project Number: **23005.01**
 Date: 02/03/2023
 C-001