

**MEMORANDUM OF UNDERSTANDING**

This **MEMORANDUM OF UNDERSTANDING** made and entered into this 9th day of December, 2013, by and between **SOUTHLAND CHRISTIAN CHURCH OF LEXINGTON KY, INC.**, hereinafter referred to as "Southland" and **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, 200 East Main Street, Lexington, Kentucky 40507, hereinafter referred to as "LFUCG."

**WITNESSETH:**

WHEREAS, Southland owns property, formerly known as the Lexington Mall Property, 2349 Richmond Road, Lexington, Kentucky ("the church property") in Fayette County, Kentucky; and

WHEREAS, LFUCG has plans to complete a sanitary sewer reconstruction project, a football field relocation project and construction of a new Senior Center (hereinafter "the Projects") on its property known as Idle Hour Park which is adjacent to the church property; and

WHEREAS, LFUCG wants to use a portion of the church property which is currently open for public access to the church property for access during construction of the Projects; and

WHEREAS, LFUCG wants to use another portion of the church property, contiguous to the above-mentioned public access area for parking during construction of the Projects; and

WHEREAS, Southland is agreeable to LFUCG's use of portions of the church property for access and parking respectively upon the terms hereinafter described;

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

1. Southland does hereby and herein grant and convey unto LFUCG right of entry and non-exclusive use of the portion of the church property shown in green on the attached Exhibit A, which is incorporated herein by reference, for the purpose of access to LFUCG's Idle Hour Park property for the construction of the Projects (hereinafter "Access") beginning December 11, 2013 until January 1, 2016.

2. Southland does hereby and herein grant and convey unto LFUCG right of entry and non-exclusive use of the portion of the church property shown in yellow on the attached Exhibit A, which is incorporated herein by reference, for the purpose of parking during the construction of the Projects (hereinafter "Parking") beginning December 11, 2013 until January 1, 2016. The parking area shall be used for parking of personal vehicles only related to the construction project or public use of Idle Hour Park. It shall not be used for parking of construction vehicles, construction-related trailers, storage of materials, or the staging of any construction activities.

3. LFUCG agrees to complete any temporary repairs necessary to maintain the Access and Parking areas in serviceable condition at all times during the term of this agreement in a timely manner. At the conclusion of construction LFUCG shall assure that the Parking area is left in or restored to as good or better condition as existed prior to the beginning of entry and use under this agreement and shall restore the Access area by doing milling and shaping to a depth of two (2) inches and repaving with two (2) inches of wearing course asphalt.

4. In addition to performing temporary repairs, if necessary, to maintain the serviceability of all areas affected by this Memorandum of Understanding, LFUCG

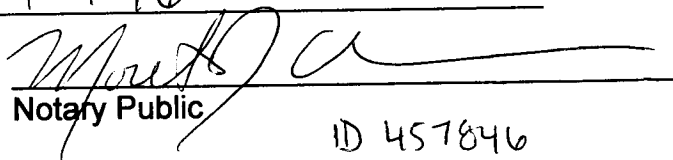
STATE OF KENTUCKY )

COUNTY OF FAYETTE )

The foregoing instrument was subscribed and acknowledged before me this 2 day of January, 201~~8~~<sup>4</sup>, by KURT BRAUN, who hereby swears or affirms that he is fully authorized to execute this Memorandum of Understanding on behalf of Southland Christian Church of Lexington KY, Inc

My commission expires:

1-9-16

  
Notary Public

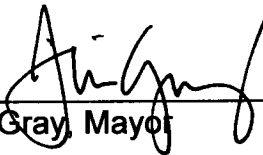
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agrees to keep all areas free and clear of dirt, mud, and debris during construction consistent with LFUCG's Erosion and Sediment Control requirements.


5. During the period of this Agreement, LFUCG, to the extent permitted by law, agrees to assume, and shall at all times hereafter release, indemnify, defend and save Southland harmless from and against any and all liability, loss, claim, suit, damage, charge or expense which Southland may suffer, sustain, incur or in any way be subjected to, on account of death or injury to any person whomsoever or property damage to any person whomsoever (including officers, agents, employees or invitees of Southland), and for damage to or loss of or destruction of any Southland property whatsoever, arising out of or resulting from the negligent acts or omissions of LFUCG. Nothing contained herein is intended to be, nor shall it act as, a waiver of any defense, including that of sovereign immunity, that LFUCG may have as to any third party.

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

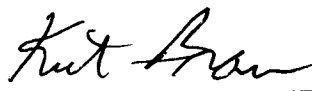
**LEXINGTON-FAYETTE URBAN  
COUNTY GOVERNMENT:**

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

Attest:

  
Deputy Council Clerk

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

BY:   
\_\_\_\_\_  
3 Executive Director, Operations & Advancement



Richmond Rd  
Richmond Rd



# Senior Citizens' Center Access Easement

Parcel Boundaries  
Proposed Easement

