

DEED OF EASEMENT

This **DEED OF EASEMENT** is made and entered into this the 19th day of September 2018, by and between **FRM LAWSON, LLC, a Kentucky limited liability company**, 627 Raintree Road, Lexington, Kentucky 40502, 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 EIGHT HUNDRED DOLLARS AND 00/100 (\$13,800.00)**, 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, in perpetuity, the exclusive and permanent right to install, construct, inspect, maintain, operate, rebuild, repair, and perform related work for the purpose of a Shared Use Path which shall become part of the Town Branch Trail 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:

Permanent Easement
(a portion of 601 Bizzell Drive)
Town Branch Trail, Phase 3
Parcel No. 33, Tract A

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

(C-E)

All that tract or parcel of land situated at the northerly terminus of Bizzell Drive, northwesterly from the intersection of Bizzell Drive and Laco Drive in Lexington, Fayette County, Kentucky and being more fully described and bounded as follows, to wit:

The following described tract of land is a twenty-foot wide trail easement. The side lines of said easement are extended or trimmed to meet at angle points and to terminate at subject property lines.

Beginning at a point in the right-of-way line at the northerly terminus of Bizzell Drive (Plat Cabinet F, Slide 738), said point being 75.00 feet from the radius point of a cul-de-sac and being located N 56°36'56" W 31.92 feet from the front common corner of IMI South, LLC (Deed Book 3207, Page 687; Plat Cabinet "F", Slide 738, Parcel 33A) and FRM Lawson, LLC (Deed Book 3521, Page 121; Plat Cabinet "F", Slide 738, Parcel 33); thence running along the right-of-way of Bizzell Drive with a curve to the left having a radius of 75.00 feet, an arc length of 20.29 feet and with a chord bearing N 76°39'05" W for a distance of 20.22 feet to a point; thence leaving the right-of-way of Bizzell Drive and running through the lands of FRM Lawson, LLC, aforesaid, for seven calls, N 21°53'43" E 79.58 feet, with a curve to the left having a radius of 6.00 feet, an arc length of 8.48 feet and a chord bearing N 18°36'49" W for a distance of 7.80 feet, N 59°07'26" W 21.68 feet, with a curve to the left having a radius 94.00 feet, an arc length of 23.56 feet with a chord bearing N 66°18'17" W for a distance of 23.50 feet, with a reverse curve to the right having a radius of 446.63 feet, an arc length of 133.38 feet and a chord bearing N 60°45'17" W for a distance of 132.88 feet, N 52°44'50" W 365.19 feet and N 51°32'56" W 15.60 feet to a point in the common line of FRM Lawson, LLC and LFUCG Detention Center Corporation (Deed Book 1877, Page 100, Parcel One), said point being approximately 71 feet from the rear common corner of FRM Lawson, LLC and Parsons Investment, LLC (Deed Book 2996, Page 587; Plat Cabinet "C", Slide 675); thence running with the line of LFUCG, N 19°30'16" E 21.14 feet to a point; thence again through the lands of FRM Lawson, LLC being parallel with and 20 feet northeasterly and then southeasterly from the second through eighth calls cited above, in reverse order, S 51°32'56" E 22.05 feet, S 52°44'50" E 365.29 feet, with a curve to the left having a radius of 426.63 feet, an arc length of 126.81 feet and a

chord bearing S 60°42'09" E for a distance of 126.35 feet, with a reverse curve to the right having a radius of 114.00 feet, an arc length of 27.80 feet and a chord bearing S 66°06'38" E for a distance of 27.73 feet, S 59°07'26" E 21.68 feet, with a curve to the right having a radius of 26.00 feet, an arc length of 36.77 feet and a chord bearing, S 18°36'51" E for a distance of 33.78 feet, and S 21°53'43" W 76.57 feet to the POINT OF BEGINNING; and,

The above described parcel contains 0.304 Acres (13,235 square feet) of permanent easement; all as shown on the attached Exhibit "B" prepared by CDP Engineers, Inc. in June, 2018. The bearings cited herein are references to the Kentucky State Plane Coordinate System, Single Zone, NAD 83, in US Survey feet; and

Being a portion of the same property conveyed to FRM Lawson, LLC, a Kentucky limited liability company, by deed dated August 29, 2017, of record in Deed Book 3521, Page 121, in the Fayette County Clerk's Office.

FURTHER, for and in consideration of the sum hereinbefore mentioned, the receipt and sufficiency of which is hereby acknowledged, 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 constructing said Path 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:

Temporary Construction Easement
(a portion of 601 Bizzell Drive)
Town Branch Trail, Phase 3
Parcel No. 33, Tract B

All that tract or parcel of land situated at the northwesterly corner of a parcel of land at the terminus of Bizzell Drive, said property being known as 601 Bizzell Drive, Lexington, Kentucky, and more fully described and bounded as follows, to wit:

Beginning at an iron pin with identification cap stamped "LFUCG" found at the rear common corner of FRM Lawson, LLC, a Kentucky limited liability company (Deed Book 3521, Page 121; Plat Cabinet "F", Slide 738), and Lexington-Fayette Urban County Government Detention Center Corporation, a Kentucky Non-Profit Corporation (Deed Book 1877, Page 100), said iron pin being in the southwesterly right-of-way of the CSX Railroad property; thence running along the common line of FRM Lawson, LLC and CSX Railroad, S 49°00'05" E 174.15 feet to a point; thence leaving the line of CSX Railroad and running through the lands of FRM Lawson, LLC, N 81°09'20" W 164.77 feet to a point in the common line of FRM Lawson, LLC and Lexington-Fayette Urban County Government Detention Center Corporation, aforesaid; thence running with their common line, N 19°26'12" E 94.29 feet to the POINT OF BEGINNING; and,

The above described parcel contains 0.1753 Acres (7,636 square feet) of temporary construction easement. The bearings cited herein are references to the Kentucky State Plane Coordinate System, Single Zone, NAD 83, in US Survey feet; and

Being a portion of the same property conveyed to FRM Lawson, LLC, a Kentucky limited liability company, by deed dated August 29, 2017, of record in Deed Book 3521, Page 121, in the Fayette County Clerk's Office.

TO HAVE AND TO HOLD the above-described easements together with all rights, appurtenances, and improvements thereunto belonging unto said Grantee, its successors and assigns, for the purposes and uses herein designated.

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 above described permanent easement runs with the land in perpetuity and is binding upon the successors and assigns of the Grantor. The temporary

construction easement shall take effect upon the commencement of the construction of the project and will expire upon completion of the project.

Grantor 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.

Grantor shall have the full right to use the surface of the land lying over said permanent easement for any purpose desired, provided such use will not interfere with the Grantee's free use of the easement herein granted and provided further that no building or structure shall be erected upon, across, over or through said permanent easement without the prior written consent of Grantee.

Further, the grant of the permanent easement and the exercise of the rights and privileges herein granted, are subject to and expressly include the following:

1. Grantee shall have the right, but not the obligation, at Grantee's expense, to construct, manage, use, repair and maintain a Shared Use Path. Grantor shall not damage or otherwise harm the Path at any time.
2. Grantor shall not use or allow others to use motorized vehicles on the path, except for emergency vehicles, maintenance vehicles, and motor-driven wheelchairs for the use of handicapped persons.
3. It is understood by the parties that Grantee reserves the right to make minor modifications to the location of the easement granted herein as reasonably necessary because of field conditions and alignment to the Path. Not rights-of-way, easements of ingress or egress, driveways,

roads, utility lines or other easements shall be constructed, developed or maintained into, on, over, under, or across the Path, without the prior written permission of the Grantee.

4. Grantee shall have the right to erect reasonable signs, blazing and public art along the path, within the boundaries of the permanent easement granted herein. Grantor shall not erect fences, barriers or signs that impede access to or use of the Path.
5. No use shall be made of the Path and no activity shall be permitted on the Path that, in the reasonable opinion of the Grantee, is or may possess the potential to become inconsistent with the purposes of this Easement.

The parties do hereby certify pursuant to KRS 382.135 that the consideration stated herein is the full actual consideration paid for the property transferred herein, and the estimated fair cash value of the property conveyed is \$13,800.00. Grantee joins this Deed for the sole purpose of certifying the consideration, as authorized by Resolution No. 531-2018, passed by the Lexington-Fayette Urban County Council on August 30, 2018. This conveyance is exempt from real estate transfer tax pursuant to KRS 142.050.

IN TESTIMONY WHEREOF, the Grantor has signed this Deed of Conveyance and Grant of Easement, this the day and year first above written.

GRANTOR:

FRM LAWSON, LLC, a
Kentucky limited liability company

BY: Josh Cairns

IT'S: Business Manager

GRANTEE:

LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT

BY: JIM GRAY, MAYOR

COMMONWEALTH OF KENTUCKY)
)
COUNTY OF FAYETTE)

This Instrument and consideration certificate was acknowledged, subscribed and sworn to before me by JOSEPH CAIRNS, as BUSINESS MANAGER on behalf of FRM Lawson, LLC, a Kentucky limited liability company, on this the 19 day of September, 2018.

Paul W. Feltner 583153
Notary Public, Kentucky, State at Large

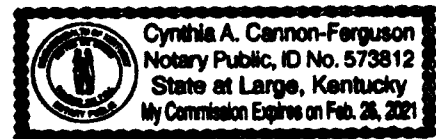
My Commission Expires: 7 / 29 / 2021

COMMONWEALTH OF KENTUCKY)
)
COUNTY OF FAYETTE)

This Certificate of Consideration certificate was acknowledged, subscribed and sworn to before me by Jim Gray, as Mayor, for and on behalf of the Lexington-Fayette Urban County Government, on this the 19th day of September, 2018.

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

My Commission Expires: 2/26/2021



PREPARED BY:

Charles E. Edwards, III
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

X:\Cases\ENGINEER\18-RE0467\RE\00628022.DOC

[illegible]

Not To Scale

S 51°32'56" E
22.05'

IP FOUND

50' SANITARY SEWER,
DRAINAGE & U.E.

20' TRAIL EASEMENT
- (13,244 S.F. 0.304 AC.)

S 52°44'50" E
365.28'

PARSONS INVESTMENT, LLC
C/O RODNEY J. PARSONS
DEED BOOK 2986, PAGE 587
PLAT CABINET "C", SLIDE 875
613 BUZZELL DRIVE
PIDN: 11891270

S 59°07'26" E
21.68'

N 59°07'28" W
21.68'

N 21°53'43" E — 79.58'

IMI SOUTH, LLC
DEED BOOK 3207, PAGE 687
PLAT CABINET "F", SLIDE 738
PARCEL 33A
613 LACO DRIVE
PIDN: 13640900

N 56° 36' 56" W
C-31.92'
A-32.17'
R-75.00'

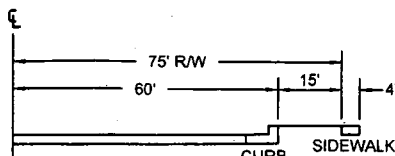
BIZZELL DRIVE

CURVE	RADIUS	ARC LEN.	CHD. BEARING	CHD. LEN.	Δ ANGLE	Δ OF CURVE
C1	75.00°	20.29	N 76° 39' 05" W	20.22	15° 29' 52"	76° 23' 40"
C2	6.00°	8.48	N 18° 36' 49" W	7.80	81° 01' 10"	0° 55' 13"
C3	94.00°	23.56	N 66° 18' 17" W	23.50	14° 21' 43"	50° 57' 11"
C4	446.63°	133.38	N 60° 45' 17" W	132.88	17° 06' 37"	12° 49' 43"
C5	426.63°	126.81	S 60° 42' 09" E	126.35	17° 01' 51"	13° 25' 48"
C6	114.00°	27.80	S 66° 08' 38" E	27.73	13° 58' 25"	50° 15' 34"
C7	26.00°	36.77	S 18° 36' 51" E	33.78	81° 01' 10"	220° 22' 06"

THE BEARINGS SHOWN HEREON ARE REFERENCED TO THE KENTUCKY STATE PLANE COORDINATE SYSTEM, SINGLE ZONE, IN NAD '83.

SELECT FIELD MEASUREMENTS WERE MADE, HOWEVER, NO
BOUNDARY SURVEY WAS PERFORMED.

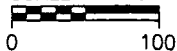
THIS EXHIBIT "B" DRAWING IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT INTENDED FOR FEE SIMPLE LAND TRANSFER. THIS IS NOT A RECORDABLE DOCUMENT.



SECTION: BIZZELL DRIVE CUL-DE-SAC

Not To Scale

SCALE IN FEET



**TOWN BRANCH TRAIL EASEMENT
FOR THE
LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT
ON THE
FRM LAWSON, LLC PROPERTY
601 BIZZELL DRIVE LEXINGTON, KY.**

1" = 100'

JUNE 6, 2018



3250 blazer pkwy lexington ky 40509 T 859.264.7500 F 859.264.7501

**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.**



By: SHEA BROWN ,dc

201810020052

October 2, 2018

10:13:06 AM

Fees	\$35.00	Tax	\$.00
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Total Paid	\$35.00
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10 Pages

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