

PERMANENT AND TEMPORARY GRANT OF EASEMENT

This **PERMANENT AND TEMPORARY GRANT OF EASEMENT** is made and entered into this 19th day of November, 2018, by and between **HARALD DALIBOR and PATRICIA K. COWHEY-DALIBOR, husband and wife**, 1511 Arapaho Avenue, Grafton, WI 53024 ("Grantors"), which is also the in-care of tax mailing address for the current tax year, and the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, 200 East Main Street, Lexington, Kentucky 40507 ("Grantee");

W I T N E S S E T H:

That for and in consideration of the sum of **NINE HUNDRED THIRTY-FIVE DOLLARS AND 33 CENTS (\$935.33)**, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantors have **BARGAINED** and **SOLD** and do hereby **GIVE, GRANT** and **CONVEY** unto the Grantee, its successors and assigns, the permanent right to excavate, grade, install, construct, alter, inspect, maintain, re-grade and perform related work for the purpose of construction, improvement, and replacement of a sanitary sewer line and other related improvements and appurtenances through and across the following tract of land located in the confines of Lexington, Fayette County, Kentucky, depicted on Exhibit "A" attached hereto, and more particularly described as follows:

Permanent Sanitary Sewer Easement
(a portion of 3455 Winthrop Drive)
Brunswick Road Sanitary Sewer
Improvement Project

Commencing at the southeast corner of Lot 2, as shown on the Plat of Monticello Estates, Unit 4-B, Plat Cabinet A, Slide 81, Fayette County Clerk, Lexington, Kentucky; thence with

Return to:
Charles E. Edwards, III
LFUCG, Dept. of Law, 11th Floor
200 E. Main Street
Lexington, Kentucky 40507
(CC-F)

East property line 6.00 feet to a point, said point being the True Point of Beginning of the Additional Permanent Sewer Easement, said point being in the north edge of an existing 12' utility and sanitary sewer easement; thence with the north edge of said easement, North 67 Degrees 00 Minutes 17 Seconds West 115.08 feet (L1) to a point on the existing easement; thence continuing on the east edge of the existing easement, North 09 Degrees 37 Minutes 31 Seconds East 51.09 feet (L2) to a point, said point being, South 33 Degrees 54 Minutes 11 Seconds East 35.33 feet from the northwest property corner of Dalibor; thence leaving the existing easement, South 01 Degrees 20 Minutes 20 Seconds West 47.53 feet (L3) to a point; thence South 67 Degrees 04 Minutes 17 Seconds East 109.27 feet (L4) to a point on the west right-of-way of Winthrop Drive property line; thence South 22 Degrees 13 Minutes 02 Seconds West 5.65 feet to the True Point of Beginning; and,

The above described parcel contains 801.84 sq. ft. or 0.018 Acres of permanent sanitary sewer easement; and

Being a portion of the property conveyed to Harald Dalibor and Patricia Cowhey-Dalibor, husband and wife, by deed dated November 22, 2016, of record in Deed Book 3448, Page 118, in the Fayette County Clerk's Office.

FURTHER, for and in consideration of the foregoing sum, the receipt and sufficiency of which is hereby acknowledged, Grantors have **BARGAINED** and **SOLD** and do hereby **GIVE**, **GRANT** and **CONVEY** unto the Grantee, its successors and assigns, the temporary right to excavate, grade, construct, alter, regrade and perform related work for the purpose of sanitary sewer line construction, repair, installation and relocation through and across the following tract of land located within the confines of Lexington, Fayette County, Kentucky, to-wit:

Temporary Construction Easement
(a portion of 3455 Winthrop Drive)
Brunswick Road Sanitary Sewer
Improvement Project

Commencing at the southeast corner of Lot 2, as shown on the Plat of Monticello Estates, Unit 4-B, Plat Cabinet A, Slide

81, Fayette County Clerk, Lexington, Kentucky; thence with the east property line 11.65 feet to a point, said point being the True Point of Beginning; thence with the North edge of Additional Permanent Sewer Easement, North 67 Degrees 04 Minutes 18 Seconds West 109.27 feet (L4) to a point; thence continuing with the Additional Permanent Sewer Easement, North 01 Degrees 20 Minutes 20 Seconds East 47.53 feet (L3) to a point; said point being, South 33 Degrees 54 Minutes 11 Seconds East 35.33 feet from northwest property corner of Dalibor; thence North 09 Degrees 37 Minutes 31 Seconds East 19.83 feet to a point, said point being on the north property line common to Dalibor and Allen D. Goodloe (DB 2324, PG 423); thence with the common property line, South 67 Degrees 00 Minutes 17 Seconds East 6.46 feet to a point; thence leaving the property line, South 02 Degrees 32 Minutes 37 Seconds West 59.73 feet to a point; thence South 67 Degrees 04 Minutes 18 Seconds East 46.46 feet to the building wall; thence with the building wall, South 23 Degrees 49 Minutes 00 Seconds West 3.61 feet to a point, said point being the southwest building corner; thence with the south building wall, South 67 Degrees 15 Minutes 01 Seconds East 26.70 feet to a point, said point being the southeast building corner; thence with the building wall, North 23 Degrees 50 Minutes East 3.52 feet to a point, said point being on the east building wall; thence leaving the building wall, South 67 Degrees 04 Minutes 36 Seconds East 30.90 feet to a point, said point being on the right-of-way line of Winthrop Drive; thence running along the west right-of-way line of Winthrop Drive, South 22 Degrees 59 Minutes 43 Seconds West 7.50 feet to the True Point of Beginning; and,

The above described parcel contains 1,201.72 sq. ft. or 0.028 Acres of temporary construction easement; and

Being a portion of the property conveyed to Harald Dalibor and Patricia Cowhey-Dalibor, husband and wife, by deed dated November 22, 2016, of record in Deed Book 3448, Page 118, in the Fayette County Clerk's Office.

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

The above-described temporary construction easement runs with the land for the duration of the improvement project on the adjacent land and is binding upon the heirs and assigns of the Grantors. The above-described permanent easement runs with the land in perpetuity and is binding upon the successors and assigns of the Grantors. The temporary construction easement will expire upon completion of the construction of the improvement project on the land adjacent to this easement. Grantors do hereby covenant to and with Grantee, its successors and assigns forever, that they are lawfully seized in fee simple of said property and have good right to sell and convey the easements conveyed herein, and that they will **WARRANT GENERALLY** said title.

Grantors 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 the Grantee.

The obtaining of this easement was authorized by Resolution No. 498-2018 passed by the Lexington-Fayette Urban County Council on August 30, 2018. Pursuant to KRS 382.135(2)(a), this public utility easement is exempt from the requirements related to certificate of consideration. This conveyance is exempt from real estate transfer tax pursuant to KRS 142.050.

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

GRANTORS:

BY: Harald Dalibor
HARALD DALIBOR

BY: Patricia Cowhey-Dalibor
PATRICIA COWHEY-DALIBOR

STATE OF WISCONSIN)
COUNTY OF Ozaukee)

The foregoing Easement was subscribed, sworn to and acknowledged before me by Harald Dalibor and Patricia Cowhey-Dalibor, husband and wife, on this the 19th day of November, 2018.

My commission expires: 7/14/2020

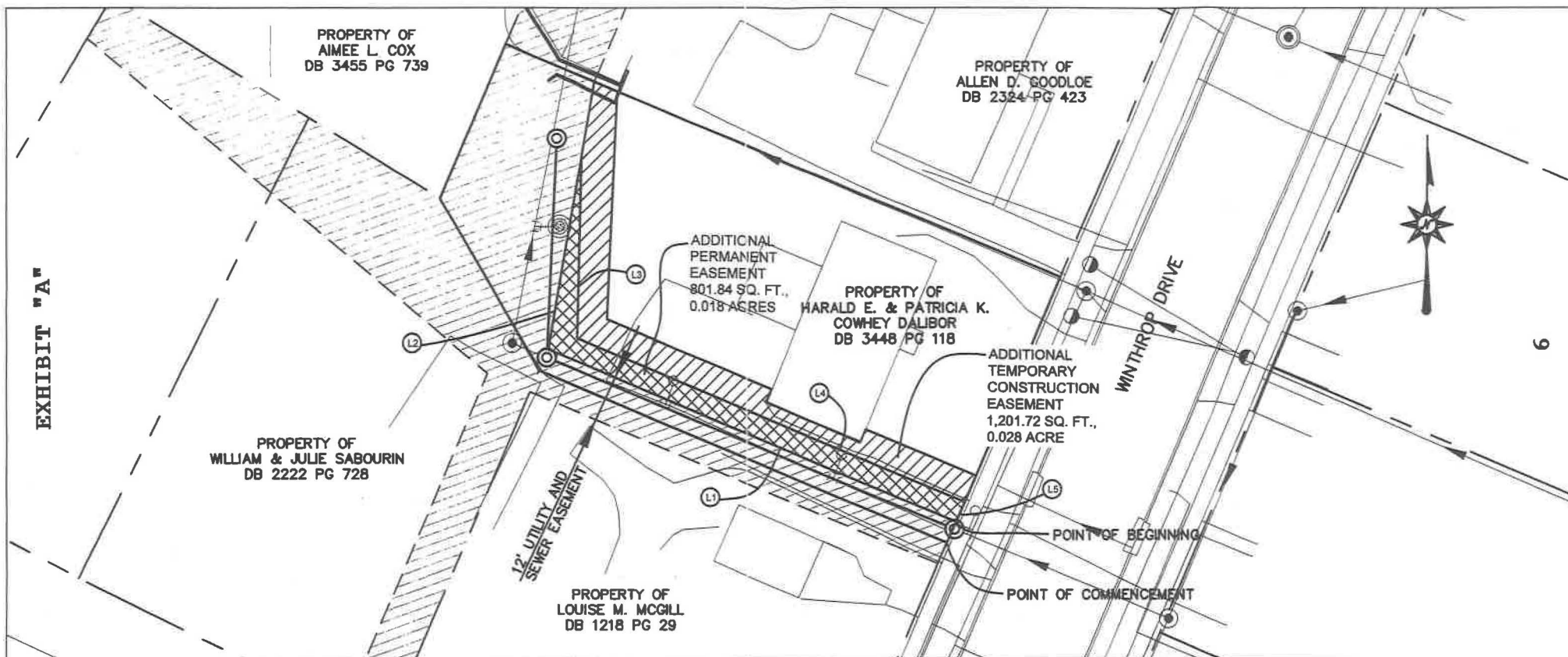
Mary Jo A. Krawczyk-Kotecki
Notary Public, State-At-Large, Wisconsin



PREPARED BY:

Charles E. Edwards, III
Charles E. Edwards, III
Attorney
Lexington-Fayette Urban County
Government
200 West Main Street, 11th Floor
Lexington, Kentucky 40507
(859) 258-3500

EXHIBIT "A"



LINE LEGEND		
LINE	BEARING	DISTANCE
L1	N 67° 00' 17" W	115.08'
L2	N 09° 37' 31" E	51.09'
L3	S 01° 20' 20" E	47.53'
L4	S 67° 04' 17" E	109.27'
L5	S 22° 13' 02" W	5.65'



SURVEYOR:
JAMES K. ROBERTS, PE, PLS

DATE:
JULY 31, 2018

SCALE:
1"=30'

FIRM:
BELL ENGINEERING
2480 FORTUNE DRIVE, SUITE 350
LEXINGTON, KENTUCKY 40509

EASEMENT NUMBER 557-1

CLIENT: LFUCG
200 EAST MAIN STREET
LEXINGTON, KENTUCKY 40507

OWNER: HARALD E. & PATRICIA K. COWHEY DALIBOR
3455 WINTHROP DRIVE
LEXINGTON, KENTUCKY 40503

TITLE: BRUNSWICK DRIVE SANITARY SEWER REPLACEMENT
CONTRACT 557-18-

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: MELISSA STELTER ,dc

201811290062

November 29, 2018 9:48:42 AM

Fees	\$26.00	Tax	\$.00
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Total Paid	\$26.00
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