

DEED OF EASEMENT

This **PERMANENT SANITARY SEWER EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT** is made and entered into this the 19TH day of MARCH, 2019, by and between **TONY POSTERARO and ALYSSA POSTERARO, husband and wife**, 1152 Lantern Creek Court, Lexington, Kentucky 40517, 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 **EIGHT HUNDRED AND 00/100 DOLLARS (\$800.00)**, 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, permanent right to excavate, grade, construct, alter, re-grade and perform related work for the purpose of sanitary sewer improvements and construction, installation and relocation through and across the following tract of land located in the confines of Lexington, Fayette County, Kentucky, depicted on the attached Exhibit "A", and more particularly described as follows, to wit:

Permanent Sanitary Sewer Easement
West Hickman Trunk - Sewer Line D Project
(a portion of 1152 Lantern Creek Court)

Beginning at a point 32.46 feet from the owner's South property corner of Lot 18 of Dove Creek Subdivision as

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

depicted in Plat Cabinet J, Slide 222 of the Fayette County Clerk's Records; thence with said southwestern property line, North 27 Degrees 41 Minutes 00 Seconds West a distance of 40.11 feet; thence with a new severance line North 58 Degrees 08 Minutes 47 Seconds East a distance of 160.43 feet to a point on the stated parcels northeastern property line; thence with that line, South 27 Degrees 44 Minutes 03 Seconds East a distance of 40.10 feet; thence with a new severance line, South 58 Degrees 08 Minutes 47 Seconds West for a distance of 160.46 feet to the POINT OF BEGINNING; and,

The above described parcel contains 0.147 acres of permanent easement;

Being a portion of the property conveyed to Tony Posteraro and Alyssa Posteraro, husband and wife, by deed dated June 29, 2015, of record in Deed Book 3325, Page 583, 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, Grantors have **BARGAINED** and **SOLD** and do 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 sanitary sewer placement and construction, installation and relocation 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:

Temporary Construction Easement
West Hickman Trunk - Sewer Line D Project
(a portion of 1152 Lantern Creek Court)

Tract A

Beginning at a point 72.57 feet from the owner's South property corner of Lot 18 of Dove Creek Subdivision as depicted in Plat Cabinet J, Slide 222 of the Fayette County Clerk's Records; thence with said southwestern property

line, North 27 Degrees 41 Minutes 00 Seconds West a distance of 20.05 feet; thence with a new severance line, North 58 Degrees 08 Minutes 47 Seconds East a distance of 154.07 feet to a point on the stated parcels northwest property line; thence with that line, North 65 Degrees 51 Minutes 01 Seconds East a distance of 6.34 feet; thence South 27 Degrees 44 Minutes 03 Seconds East a distance of 1920 feet; thence with a new severance line, South 58 Degrees 08 Minutes 47 Seconds West for a distance of 160.43 feet to the POINT OF BEGINNING; and,

The above described parcel contains 0.047 acres of temporary construction easement;

Tract B

Beginning at a point 12.45 feet from the owner's South property corner of Lot 18 of Dove Creek Subdivision as depicted in Plat Cabinet J, Slide 222 of the Fayette County Clerk's Records; thence with said southwestern property line, North 27 Degrees 41 Minutes 00 Seconds West a distance of 20.05 feet; thence with a new severance line, North 58 Degrees 08 Minutes 47 Seconds East a distance of 160.46 feet to a point on the stated parcels northeast property line; thence with that line, South 47 Degrees 44 Minutes 03 Seconds East a distance of 20.05 feet; thence with a new severance line, South 58 Degrees 08 Minutes 47 Seconds West a distance of 160.48 feet to the POINT OF BEGINNING; and,

The above described parcel contains 0.074 acres of temporary construction easement;

Both tracts being a portion of the property conveyed to Tony Posteraro and Alyssa Posteraro, husband and wife, by deed dated June 29, 2015, of record in Deed Book 3325, Page 583, 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 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 and is binding upon the successors 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 shall take effect upon the commencement of construction of the project and will expire upon completion of the project.

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 prior written consent of the Grantee.

Grantors do hereby release and relinquish unto the Grantee, its successors and assigns forever, all of their right, title, and interest in and to the property to the extent of the interests 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 in fee simple of said property and have good right to sell and convey the easements as herein done, and that they will **WARRANT GENERALLY** said title.

The obtaining of this easement was authorized by Resolution 640-2018, passed by the Lexington-Fayette Urban County Council on October 25, 2018. Pursuant to KRS 382.135(2)(a), this deed of easement, which pertains to a public utility, need not contain a statement of consideration.

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

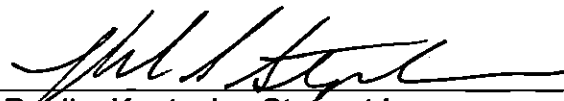
GRANTORS:


TONY POSTERARO


ALYSSA POSTERARO

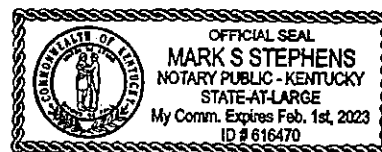
COMMONWEALTH OF KENTUCKY)
)
COUNTY OF FAYETTE)

This instrument was acknowledged, subscribed and sworn to before me by Tony Posteraro and Alyssa Posteraro, husband and wife, on this the 19th day of March, 2019.



Notary Public, Kentucky, State at Large

My Commission Expires: 02 / 01 / 2023

Notary ID # 616470



PREPARED BY:


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

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EXHIBIT "A"

P:\LFUCG\16046-Trunk D Sewer\DWG\16046-Easement exhibits.dwg KEG 4/20/18

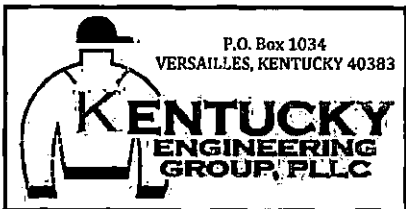
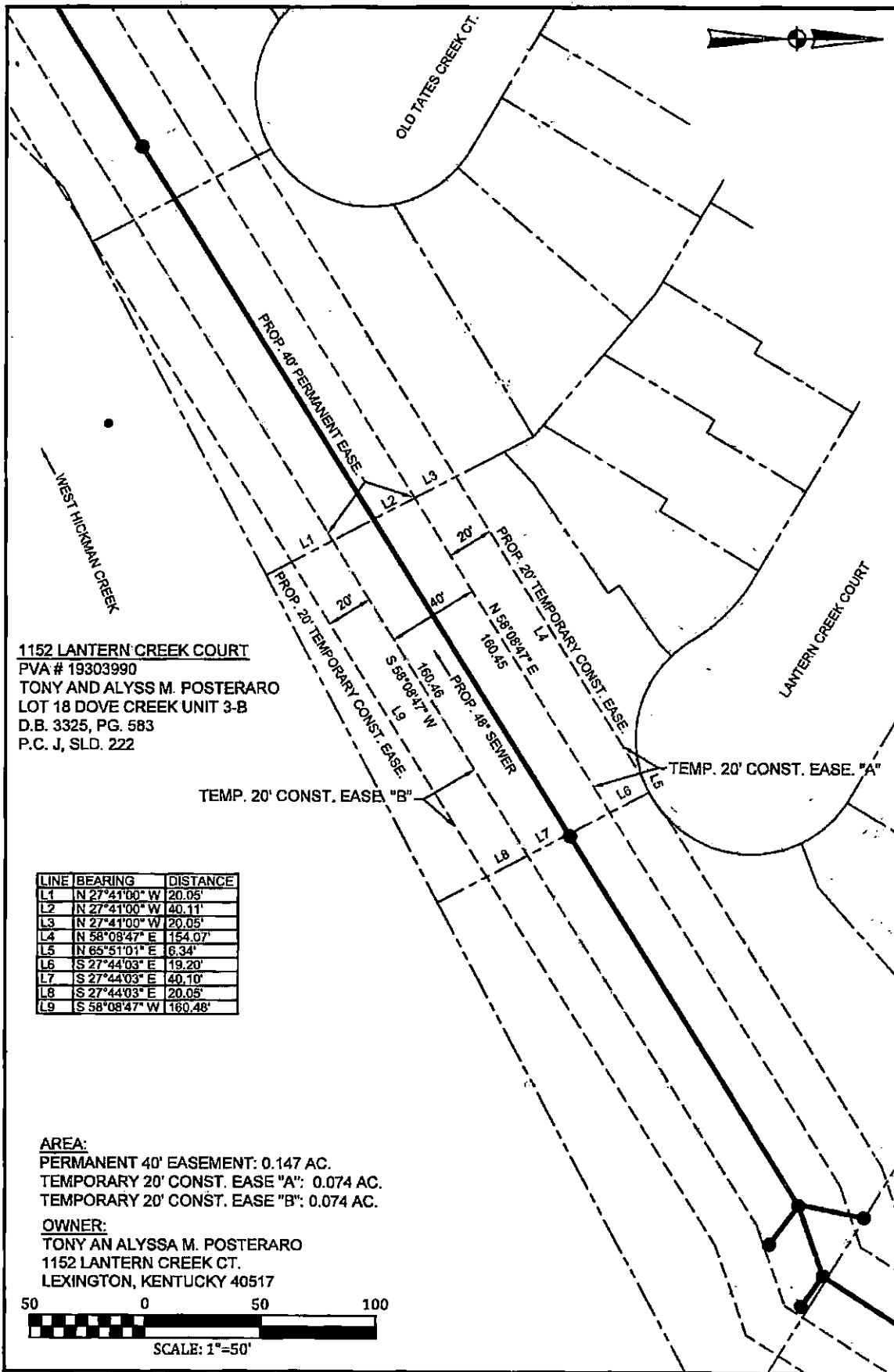


EXHIBIT SHOWING
SANITARY SEWER EASEMENT
TO BE ACQUIRED FROM
TONY AND ALYSSA M. POSTERARO
1152 LANTERN CREEK CT.
LEXINGTON, KENTUCKY

Project No.	16046
Date	MARCH 2018
Dwg. No.	
Sheet	

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

201903210213

March 21, 2019

14:42:22 PM

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

422 - 428