

TEMPORARY CONSTRUCTION EASEMENT
PERMANENT SANITARY SEWER EASEMENT

This **TEMPORARY CONSTRUCTION EASEMENT AND PERMANENT SANITARY SEWER EASEMENT** is made and entered into this the 8TH day of April, 2019, by and between **EMILY A. GRIMES and ANGUS MILTON, wife and husband**, 3849 Old Bates Creek Road, Lexington, Kentucky 40517, which is the in-care of tax mailing address for the current year and **BARRY GRIMES and CYNTHIA GRIMES, husband and wife**, 124 Hilltop Drive, Richmond, Kentucky 40475 (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 **ONE THOUSAND SEVEN HUNDRED TEN AND 00/100 DOLLARS (\$1,710.00)**, 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 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:

Temporary Right-of-Way Construction Easement
West Hickman Trunk - Sewer Line D Project
(a portion of 3849 Old Bates Creek Court)

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

(CC-F)

Beginning at a point 154.14 feet from the owners' South property corner of Lot 42 of Dove Creek Subdivision as depicted in Plat Cabinet J, Slide 442 of the Fayette County Clerk's Records; thence with said southwestern property line North 07 Degrees 14 Minutes 39 Seconds West a distance of 22.03 feet; thence with a new severance line North 57 Degrees 57 Minutes 37 Seconds East a distance of 288.72 feet; thence North 58 Degrees 08 Minutes 47 Seconds East a distance of 29.58 feet to a point on the stated parcels northeastern property line; thence with that line South 27 Degrees 33 Minutes 10 Seconds East a distance of 20.06 feet; thence with a new severance line South 58 Degrees 08 Minutes 47 Seconds West for a distance of 28.04 feet; thence South 57 Degrees 57 Minutes 37 Seconds West a distance of 297.93 feet to the **POINT OF BEGINNING**; and,

The above described parcel contains 0.148 acres of temporary construction easement;

AND

Beginning at a point 88.05 feet from the owners' South property corner of Lot 42 of Dove Creek Subdivision as depicted in Plat Cabinet J, Slide 442 of the Fayette County Clerk's Records; thence with said southwestern property line North 07 Degrees 14 Minutes 39 Seconds West a distance of 22.03 feet; thence with a new severance line North 57 Degrees 57 Minutes 37 Seconds East a distance of 316.34 feet; thence North 58 Degrees 08 Minutes 47 Seconds East a distance of 24.97 feet to a point on the northeastern property line of the stated parcel; thence with that line South 27 Degrees 33 Minutes 10 Seconds East a distance of 20.06 feet; thence with a new severance line South 58 Degrees 08 Minutes 47 Seconds West a distance of 6.97 to a point on the southeastern property line of the stated parcel; thence with that line South 62 Degrees 20 Minutes 22 Seconds West a distance of 19.87 feet; thence South 45 Degrees 11 Minutes 25 Seconds West a distance of 6.62 feet; thence with a new severance line South 57 Degrees 57 Minutes 37 Seconds West a distance of 315.75 feet to the **POINT OF BEGINNING**; and,

The above described parcel contains 0.158 acres of temporary construction easement; and

Being a portion of the property conveyed to Emily A. Grimes and Angus Milton, wife and husband and Barry Grimes and Cynthia Grimes, husband and wife, by deed dated March 15, 2019, of record in Deed Book 3655, Page 540, 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, permanent 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:

Permanent Sanitary Sewer Easement
West Hickman Trunk - Sewer Line D Project
(a portion of 3849 Old Tates Creek Court)

Beginning at a point 110.08 feet from the owners' South property corner of Lot 42 of Dove Creek Subdivision as depicted in Plat Cabinet J, Slide 442 of the Fayette County Clerk's Records; thence with said southwestern property line North 07 Degrees 14 Minutes 39 Seconds West a distance of 44.06 feet; thence with a new severance line North 57 Degrees 57 Minutes 37 Seconds East a distance of 297.93 feet; thence North 58 Degrees 08 Minutes 47 Seconds East a distance of 28.04 feet to a point on the northeastern property line of the stated parcel; thence with that line South 27 Degrees 33 Minutes 10 Seconds East a distance of 40.11 feet; thence with a new severance line South 58 Degrees 08 Minutes 47 Seconds West a distance of 24.97 feet; thence South 57 Degrees 57 Minutes 37 Seconds West a distance of 316.34 feet to the **POINT OF BEGINNING**; and,

The above described parcel contains 0.306 acres of permanent sanitary sewer easement; and

Being a portion of the property conveyed to Emily A. Grimes and Angus Milton, wife and husband and Barry Grimes and Cynthia Grimes, husband and wife, by deed dated March 15, 2019, of record in Deed Book 3655, Page 540, 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 temporary construction easement, which pertains to a public utility, need not contain a statement of consideration.

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

GRANTORS:


EMILY A. GRIMES


ANGUS MILTON


BARRY GRIMES


CYNTHIA GRIMES

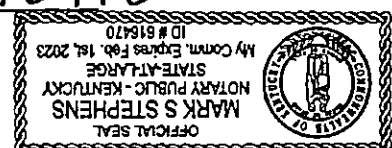
COMMONWEALTH OF KENTUCKY)
)
COUNTY OF FAYETTE)

This instrument was acknowledged, subscribed and sworn to before me by Emily A. Grimes and Angus Milton, wife and husband, on this the 8TH day of APRIL, 2019.


Notary Public, Kentucky, State at Large

My Commission Expires: 02/01/2023

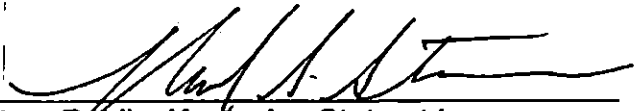
Notary ID # 616470



COMMONWEALTH OF KENTUCKY)

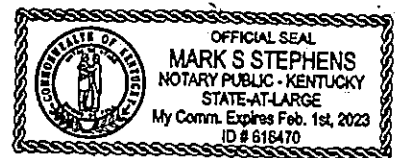
COUNTY OF FAYETTE)

This instrument was acknowledged, subscribed and sworn to before me by Barry Grimes and Cynthia Grimes, husband and wife, on this the 8TH day of APRIL, 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

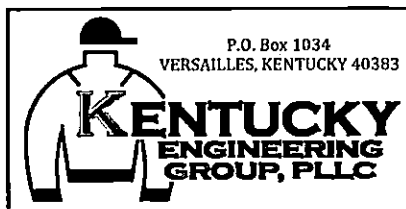
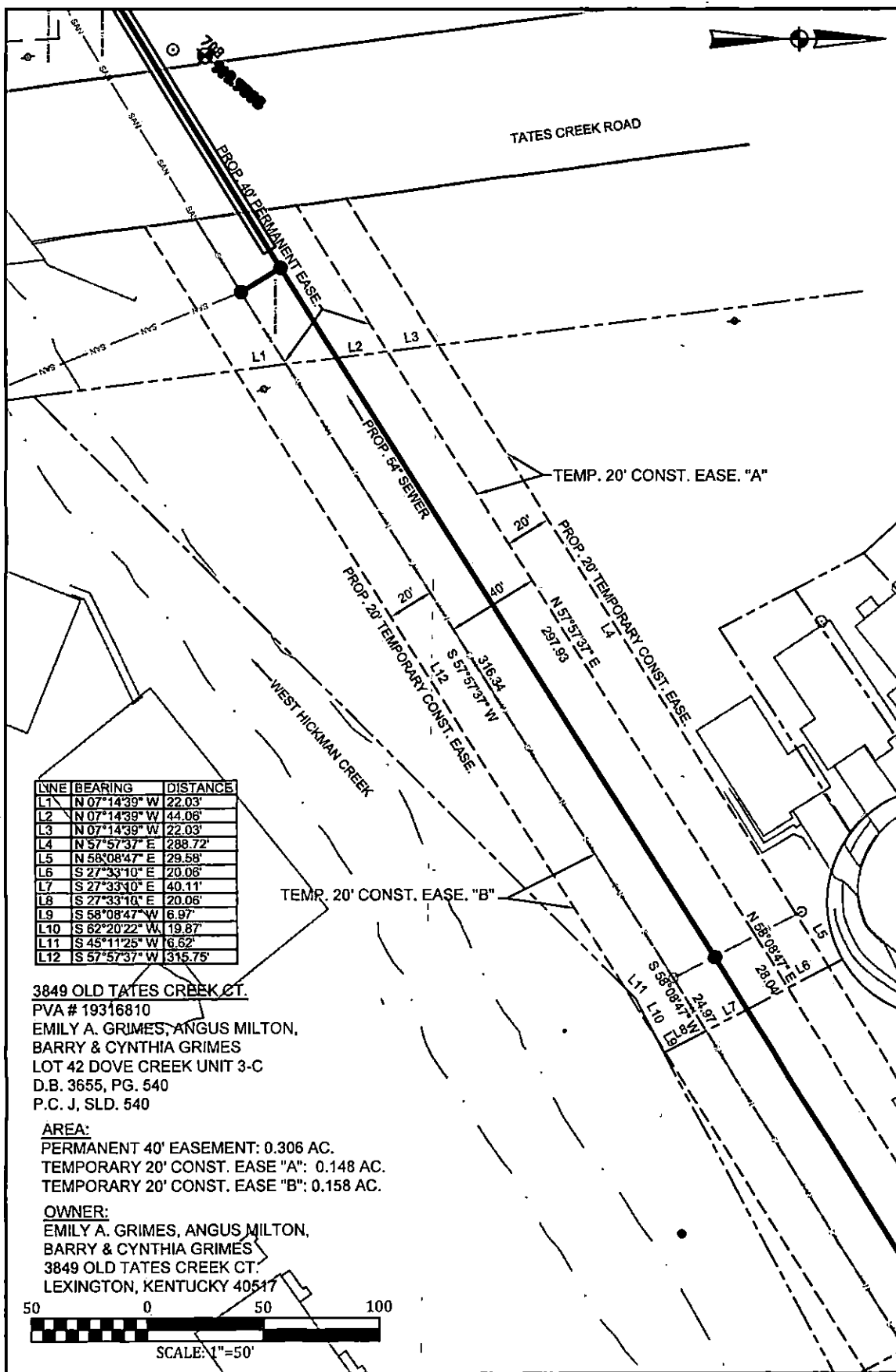
200 East Main Street

Lexington, Kentucky 40507

(859) 258-3500

X:\Cases\WATER-AIR\18-RE0741\RE\00649710.DOC

P:\PROJECTS\LFUCG\16046-Trunk D Sewer\DWG\16046-Easement exhibits.dwg KEG 4/04/19



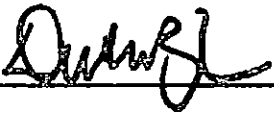
P.O. Box 1034
VERSAILLES, KENTUCKY 40383

EXHIBIT SHOWING
SANITARY SEWER EASEMENT
TO BE ACQUIRED FROM
EMILY A. GRIMES, ANGUS MILTON,
BARRY AND CYNTHIA GRIMES
3849 OLD TATES CREEK CT.
LEXINGTON, KENTUCKY

Project No.	16046
Date	APRIL 2019
D	
SH	



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: EMILY GENTRY ,dc

201905310037

May 31, 2019

8:46:47 AM

Fees	\$29.00	Tax	\$.00
------	---------	-----	--------

Total Paid	\$29.00
------------	---------

THIS IS THE LAST PAGE OF THE DOCUMENT

8 Pages

737 - 744