

**DEED OF EASEMENT**

This **PERMANENT SANITARY SEWER EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT** is made and entered into this the 29 day of April, 2021, by and between **KATMAN PROPERTIES, LLC**, a Kentucky **limited liability company**, 2113 Island Cove, Lexington, Kentucky 40502, which is the in-care of tax mailing address for the current year (hereinafter "Grantor"), 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 **THREE HUNDRED THIRTY-THREE DOLLARS AND 00/100 DOLLARS (\$333.00)**, 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, 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**  
**Southeastern Hills Trunk Sewer Improvement Project**  
**(a portion of 3693 Niles Drive)**

All that strip or parcel of land situated on the southwest corner of Niles Drive and Crosby Drive in Lexington, Fayette

Return to:  
Cynthia Cannon-Ferguson  
LFUCG, Dept. of Law, 11<sup>th</sup> Floor  
200 East Main Street  
Lexington, KY 40507

County, Kentucky, and being more fully described and bounded as follows:

**BEGINNING** at a point in the westerly right of way line of Crosby Drive, said point being N 22° 53' 42" E, 52.38 feet from a common corner between Lot 24 Block "A", as shown on the Amended Final Record Plat of Melody Village, Unit One (Plat Cabinet B, Slide 90) and the Amended Consolidation Plat of Lots 23 and 24, Block "A", Unit One, Melody Village Subdivision (Cabinet A, Slide 158), and Lot 22, Block "A", as shown on the Final Record Plan of Melody Village, Unit 3-A (Cabinet A, Slide 421);

Thence with the westerly right of way line of Crosby Drive, S 22° 53' 42" W, 8.41 feet to a point;

Thence leaving the westerly right of way line of Crosby Drive, and with an existing Sanitary, Storm, and Utility Easement line through the lands of Lot 24 for two (2) calls:

- 1) N 83° 06' 18" W, 88.43 feet to a point; and
- 2) N 22° 53' 42" E, 11.97 feet to a point;

Thence continuing with a new sanitary sewer easement line for two (2) calls:

- 1) S 81° 04' 11" E, 75.76 feet to a point; and
- 2) S 79° 32' 29" E, 11.76 feet the **TRUE POINT OF BEGINNING**; and,

The above-described parcel contains 878 square feet (0.020 Acres) of permanent easement; and

Being a portion of the property conveyed to Katman Properties, LLC, a Kentucky limited liability company, by Deed dated July 30, 2008, of record in Deed Book 2823, Page 430, 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 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**  
**Southeastern Hills Trunk Sewer Improvement Project**  
**(a portion of 3693 Niles Drive)**

All that strip or parcel of land situated on the southwest corner of Niles Drive and Crosby Drive in Lexington, Fayette County, Kentucky, and being more fully described and bounded as follows:

**BEGINNING** at a point in the westerly right of way line of Crosby Drive, said point being N 22° 53' 42" E, 52.38 feet from a common corner between Lot 24 Block "A", as shown on the Amended Final Record Plat of Melody Village, Unit One (Plat Cabinet B, Slide 90) and the Amended Consolidation Plat of Lots 23 and 24, Block "A", Unit One, Melody Village Subdivision (Cabinet A, Slide 158), and Lot 22, Block "A", as shown on the Final Record Plan of Melody Village, Unit 3-A (Cabinet A, Slide 421);

Thence leaving the westerly right of way line of Crosby Drive, and with a new permanent sanitary sewer easement line through the lands of Lot 24 for two (2) calls:

- 1) N 79° 32' 29" W, 11.76 feet to a point; and
- 2) N 81° 04' 11" W, 75.76 feet to a point in an existing Sanitary, Storm, and Utility Easement line;

Thence with the existing Sanitary, Storm, and Utility Easement line for two (2) calls:

- 1) N 22° 53' 42" E, 1.60 feet to a point; and
- 2) N 67° 06' 18" E, 4.00 feet to a point in the easterly property line of Lot 23, Block "A", as shown on the Amended Final Consolidation Plat of Lots 23 and 24, Block "A", Unit One, of Melody Village Subdivision (Cabinet A, Slide 158);

Thence with the easterly property line of Lot 23, N 22° 53' 42" E, 7.72 feet to a point;

Thence leaving the easterly property line of Lot 23, with a new temporary construction easement line through the lands of Lot 24 for two (2) calls:

- 1) S 81° 04' 11" E, 77.54 feet to a point; and
- 2) S 79° 32' 29" E, 14.10 feet to a point in the westerly right of way line of Crosby Drive;

Thence with the westerly right of way line of Crosby Drive, S 22° 53' 42" W, 10.24 feet to the **TRUE POINT OF BEGINNING**; and,

The above described parcel contains 908 sq. ft. (0.021 Acres) of temporary construction easement; and

Being a portion of the property conveyed to Katman Properties, LLC, a Kentucky limited liability company, by Deed dated July 30, 2008, of record in Deed Book 2823, Page 430, 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 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 construction of the project and will expire upon completion of the project.

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 prior written consent of the Grantee.

Grantor does hereby release and relinquish unto the Grantee, its successors and assigns forever, all of its 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 it is lawfully seized in fee simple of said property and has good right to sell and convey the easements as herein done, and that it will **WARRANT GENERALLY** said title.

The obtaining of this easement was authorized by Resolution 456-2020, passed by the Lexington-Fayette Urban County Council on October 8, 2020. 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 Grantor has signed this Deed of Easement, this the day and year first above written.

GRANTOR:

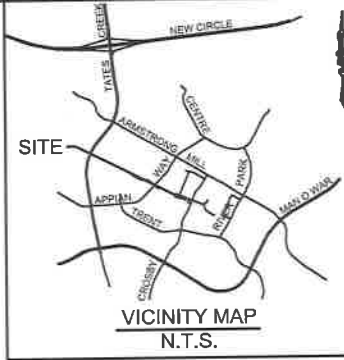
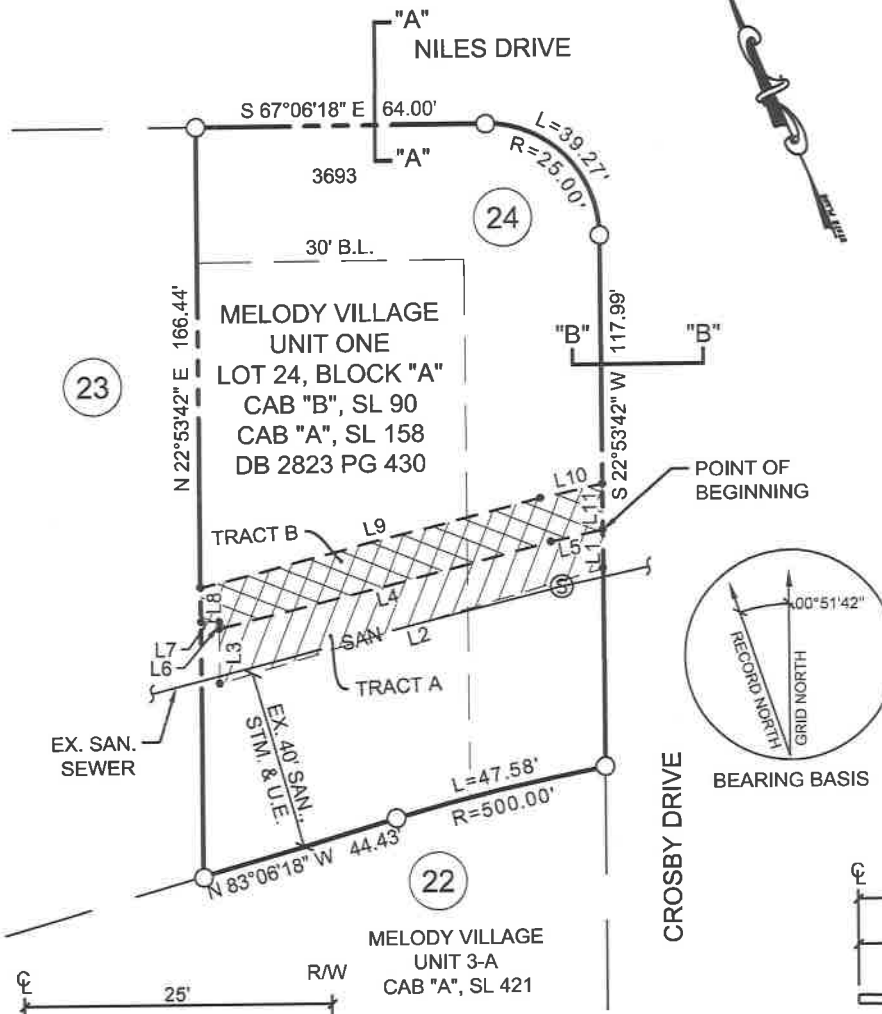
KATMAN PROPERTIES, LLC, a  
Kentucky limited liability company

BY:

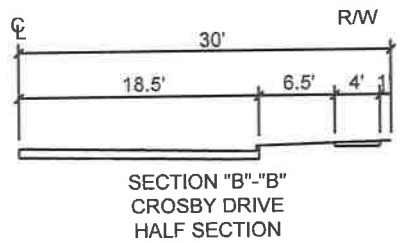
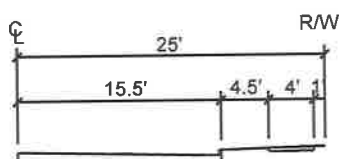
  
KAREN W. ROSER,  
PRESIDENT



**EXHIBIT A**

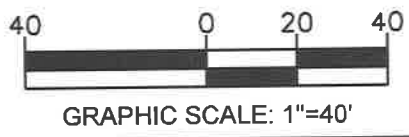


EASEMENT LINE TABLE		
LINE #	LENGTH	BEARING
L1	8.41'	S 22°53'42" W
L2	88.43'	N 83°06'18" W
L3	11.97'	N 22°53'42" E
L4	75.76'	S 81°04'11" E
L5	11.76'	S 79°32'29" E
L6	1.60'	N 22°53'42" E
L7	4.00'	N 67°06'18" E
L8	7.72'	N 22°53'42" E
L9	77.54'	S 81°04'11" E
L10	14.10'	S 79°32'29" E
L11	10.24'	S 22°53'42" W



**PERM. ESMT. AREA**  
878 SQ. FT. (0.020 AC)

**TEMP. ESMT. AREA**  
908 SQ. FT. (0.021 AC)



- NOTES:**
1. THE PROPERTY BOUNDARIES AND EASEMENTS SHOWN HEREON ARE BASED ON THE RECORD DESCRIPTION (DEED BOOK 2823, PAGE 430) AND CORRESPONDING PLATS (CABINET B, SLIDE 90 AND CABINET A, SLIDE 158) OF RECORD IN THE FAYETTE COUNTY CLERK'S OFFICE. THE ORIGIN OF BEARINGS SHOWN HEREON ARE BASED ON THE NORTH AMERICAN DATUM OF 1983, STATE PLANE KENTUCKY NORTH AS OBSERVED FROM KYCORS STATION "KYTG" USING A TRIMBLE R10, DUAL FREQUENCY RECEIVER.
  2. THE PURPOSE OF THIS EXHIBIT IS TO DELINEATE A PROPOSED CONVEYANCE FOR A PERMANENT SANITARY SEWER EASEMENT AND A TEMPORARY CONSTRUCTION EASEMENT TO LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT.
  3. THIS INFORMATION DOES NOT CONSTITUTE A BOUNDARY SURVEY AND SHALL NOT BE USED FOR PURPOSES OF LAND TRANSFER.

**SANITARY SEWER EASEMENT EXHIBIT**  
**KATMAN PROPERTIES, LLC**  
**3693 NILES COURT**  
**SOUTHEASTERN HILLS TRUNK SEWER IMPROVEMENTS**  
**LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**  
**LEXINGTON, KENTUCKY**

**SA STRAND ASSOCIATES**

**FIGURE 1**

AUGUST 2020 2815.046

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.



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By: PATTY DAVIS ,dc

202105060235

May 6, 2021

12:01:49 PM

Fees	\$56.00	Tax	\$ .00
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Total Paid	\$56.00
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8 Pages

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