

### **DEED OF EASEMENT**

This **DEED OF EASEMENT** is made and entered into this \_\_\_ day of \_\_\_\_\_, 2026, by and between **SMD REAL ESTATE, LLC, a Kentucky limited liability company**, 3228 Summit Square Place, Suite 180, Lexington, Kentucky 40509 (“Grantor”), which is also the in-care of tax mailing address for the current year, and the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, 200 East Main Street, Lexington, Kentucky 40507 (“Grantee”);

### **WITNESSETH:**

That for and consideration of **TEN DOLLARS AND 00/100 CENTS(\$10.00)** and other good and valuable consideration, 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, the permanent right to lay, install, construct, maintain, repair, reconstruct, and remove signage and other related improvements and appurtenances thereto, which said signage and appurtenances shall be of such dimension, character, construction and use as determined by Grantee, along, through, over, under 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:

**Permanent Easement**  
**Manchester Street Gateway Sign Project**  
**(a portion of 856-882 Manchester Street)**

**Tract A**

All that strip of land situated on the south side of Manchester Street (Kentucky Highway 1681), west of Oliver Lewis Way (Kentucky Highway 922) in Lexington, Fayette County, Kentucky, and being more fully described and bounded as follows to wit:

**BEGINNING** at a common corner between Parcel 5 as shown on the Consolidation Plat for Utter Co. Inc. & Woodrow Scott (Plat Cabinet D, Slide 104) and Tract 6 as shown on the Consolidation Plat - Record Plat for Utter Company Inc. & Woodrow Scott (Plat Cabinet B, Slide 336), said point being in the southerly right-of-way line of Manchester Street (Kentucky Highway 1681);

Thence with the southerly right-of-way line of Manchester Street, South 62°27'30" East, a distance of 33.08 feet to the **TRUE POINT OF BEGINNING**;

Thence continuing with the southerly right-of-way line of Manchester Street, South 62°27'30" East, a distance of 15.00 feet to a point;

Thence leaving the southerly right-of-way line of Manchester Street, with a new permanent easement line through the lands of Parcel 5 for three (3) calls:

- 1) South 27°32'30" West, a distance of 13.00 feet to a point,
- 2) North 62°27'30" West, a distance of 15.00 feet to a point, and
- 3) North 27°32'30" East, a distance of 13.00 feet to the **TRUE POINT OF BEGINNING**, containing 0.004 acres (195 square feet).

Being a portion of Parcel 5 as shown on the Consolidation Plat for Utter Co. Inc. & Woodrow Scott, of record in Plat Cabinet D, Slide 104, and a portion of the property conveyed to SMD Real Estate, LLC, a Kentucky limited liability company, by deed dated September 18, 2018, of record in Deed Book 3616, Page 398 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 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 signage placement and construction, installation, maintenance, 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**  
**Manchester Street Gateway Sign Project**  
**(a portion of 856-882 Manchester Street)**

**Tract B**

All that strip of land situated on the south side of Manchester Street (Kentucky Highway 1681), west of Oliver Lewis Way (Kentucky Highway 922) in Lexington, Fayette County, Kentucky, and being more fully described and bounded as follows to wit:

**BEGINNING** at a common corner between Parcel 5 as shown on the Consolidation Plat for Utter Co. Inc. & Woodrow Scott (Plat Cabinet D, Slide 104) and Tract 6 as shown on the Consolidation Plat - Record Plat for Utter Company Inc. & Woodrow Scott (Plat Cabinet B, Slide 336), said point being in the southerly right-of-way line of Manchester Street (Kentucky Highway 1681);

Thence with the southerly right-of-way line of Manchester Street, South 62°27'30" East, a distance of 33.08 feet to a point;

Thence leaving the southerly right-of-way line of Manchester Street, with a new permanent easement line through the lands of Parcel 5 for three (3) calls:

- 1) South 27°32'30" West, a distance of 13.00 feet to a point,
- 2) South 62°27'30" East, a distance of 15.00 feet to a point, and
- 3) North 27°32'30" East, a distance of 13.00 feet to a point in the southerly right-of-way line of Manchester Street;

Thence with the southerly right-of-way line of Manchester Street, and continuing with the westerly right-of-way line of Oliver Lewis Way for three (3) calls:

- 1) South 62°27'30" East, a distance of 54.04 feet to a point,
- 2) South 04°56'15" East, a distance of 59.17 feet to a point, and
- 3) South 46°17'35" West, a distance of 10.65 feet to a point;

Thence leaving the westerly right-of-way line of Oliver Lewis Way, with a new temporary easement line through the lands of Parcel 5, North 62°27'30" West, a distance of 132.04 feet to a point in the easterly property line of the aforesaid Tract 6;

Thence with the easterly property line of Tract 6, North 29°01'58" East, a distance of 60.02 feet to the **POINT OF BEGINNING**, containing 0.162 acres (7,076 square feet).

Being a portion of Parcel 5 as shown on the Consolidation Plat for Utter Co. Inc. & Woodrow Scott, of record in Plat Cabinet D, Slide 104, and a portion of the property conveyed to SMD Real Estate, LLC, a Kentucky limited liability company, by deed dated September 18, 2018, of record in Deed Book 3616, Page 398 in the Fayette County Clerk's Office.

**Temporary Construction Easement**  
**Manchester Street Gateway Sign Project**  
**(a portion of 886 Manchester Street)**

**Tract C**

All that strip of land situated on the south side of Manchester Street (Kentucky Highway 1681), west of Oliver Lewis Way (Kentucky Highway 922) in Lexington, Fayette County, Kentucky, and being more fully described and bounded as follows to wit:

**BEGINNING** at a common corner between Parcel 5 as shown on the Consolidation Plat for Utter Co. Inc. & Woodrow Scott (Plat Cabinet D, Slide 104) and Tract 6 as shown on the Consolidation Plat - Record Plat for Utter Company Inc. & Woodrow Scott (Plat Cabinet B, Slide 336), said point being in the southerly right-of-way line of Manchester Street (Kentucky Highway 1681);

Thence leaving the southerly right-of-way line of Manchester Street, with the westerly property line of Parcel 5, South 29°01'58" West, a distance of 60.02 feet to a point;

Thence leaving the westerly property line of Parcel 5, with a new temporary easement line through the lands of Tract 6, North 62°27'30" West, a distance of 23.50 feet to a point in the easterly property line of Parcel 4 (Plat Cabinet D, Slide 104);

Thence with the easterly property line of Parcel 4, North 29°02'04" East, a distance of 60.02 feet to a point in the southerly right-of-way line of Manchester Street;

Thence with the southerly right-of-way line of Manchester Street, South 62°27'30" East, a distance of 23.50 feet to the **POINT OF BEGINNING**, containing 0.032 acres (1,410 square feet).

Being a portion of Tract 6 as shown on the Consolidation Plat - Record Plat for Utter Company Inc. & Woodrow Scott, of record in Plat Cabinet B, Slide 336, and a portion of the property conveyed to SMD Real Estate, LLC, a Kentucky limited liability company, by deed dated September 18, 2018, of record in Deed Book 3616, Page 398 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.

**TOGETHER** with the right to use the above-described easements during the time the sign is being constructed, repaired, or reconstructed, with the right of ingress and egress as may be reasonably necessary for the construction and maintenance of said project.

Grantor does hereby covenant to and with said Grantee, its successors and assigns forever, that it is lawfully seized in fee simple of said property and has a good right to sell and convey the interest herein conveyed, and that it will **WARRANT GENERALLY** said title.

Grantee does hereby covenant to and with said Grantor that it shall restore, as far as reasonably possible, to its original condition any of Grantor's property disturbed by the construction, improvement, or maintenance of a sign in or upon the easements conveyed herein. If it is reasonably foreseeable that restoration of Grantor's property to its original condition is not reasonably possible, Grantor shall confer with Grantee prior to said construction, improvement, or maintenance and the parties shall cooperate in good faith to expedite the resolution of any disagreement.

Grantor may encroach upon said permanent easement for the sole purpose to attach a future building to the sign unless said attachment would compromise the structural integrity of the sign, as reasonably determined by Grantee. Any costs related to the Grantor's encroachment, including costs to design (or redesign), repair, replace, or modify the sign, shall be the sole responsibility of Grantor, and Grantor shall indemnify and hold Grantee harmless for any and all additional expenses incurred as a result of the encroachment for necessary maintenance or repair of the sign. Any modification to the sign to accomplish attachment to a building would require the approval of Grantee, which

shall not be unreasonably denied, conditioned, or delayed. Unless caused by its own active negligence or willful misconduct or that of its agents, servants, contractors, or others acting in aid or concert with it, Grantee shall have no liability to Grantor for any damages to the improvements owned by the Grantor that may occur as a result of Grantee's maintenance, use, and repair of its permanent easement. Grantor shall (a) make no claim against Grantee for any losses or damages, of whatsoever nature, sustained by them, (b) indemnify and hold harmless Grantee from any and all claims for personal injury or property or other damages made by or on behalf of all persons, firms or corporations, including agents and employees of Grantor, and (c) indemnify and save harmless Grantee from any losses or expenses, of whatsoever nature, sustained by Grantee, arising from or growing out of the encroachment upon the Grantee's permanent easement or from the operation or failure of Grantee's improvements located within said easement or arising from any work or thing whatsoever done in or about the improvements constituting the encroachment. Nothing contained in the preceding sentence shall be construed as applying to any claim, cause of action, loss or damage caused by Grantee's own active negligence or willful misconduct or that of its agents, servants, contractors, or others acting in aid or concert with it, or as applying to any claim, cause of action, loss or damage that is related to the sign but is not the result of an encroachment by Grantor upon the Grantee's permanent easement. Nothing contained herein shall be construed as exempting Grantor, its agent, or Grantor/agent's construction activities, from the requirements of local, state, or federal rules, regulations, or laws. Further, nothing contained herein shall be construed as requiring Grantee to approve any applicable permits or permissions for said future construction if the plans submitted do not comply with any applicable local, state, or federal rules, regulations, or laws.

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, and the obligations herein expressed, run 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, or maintenance thereof.

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 that the estimated fair cash value of the property conveyed is \$10.00. Grantee joins this Deed of Easement for the sole purpose of certifying the consideration, as authorized by Resolution No. \_\_\_\_-2026 passed by the Lexington-Fayette Urban County Council on \_\_\_\_\_. This conveyance is exempt from real estate transfer tax pursuant to KRS 142.050.

**IN TESTIMONY WHEREOF**, the parties have signed this Easement, the day and

year first above written.

GRANTOR:

SMD REAL ESTATE, LLC, a  
Kentucky limited liability company

BY:

MADISON DUFF,  
MANAGER

BY:

SAMUEL DUFF,  
MANAGER

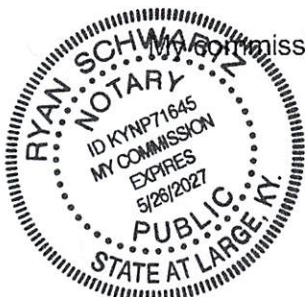


*[Handwritten signature of Madison Duff]*


*[Handwritten signature of Samuel Duff]*

COMMONWEALTH OF KENTUCKY )  
 )  
COUNTY OF FAYETTE )

The foregoing Easement and consideration certificate was subscribed, sworn to and acknowledged before me by, Madison Duff, Manager, for and on behalf of SMD Real Estate, LLC, a Kentucky limited liability company, on this the 22<sup>nd</sup> day of June, 2026.



My commission expires: May 26, 2027

  
\_\_\_\_\_  
Notary Public, Kentucky, State-at-Large

Notary ID # KYNP 71645

COMMONWEALTH OF KENTUCKY )  
 )  
COUNTY OF FAYETTE )

The foregoing Easement and consideration certificate was subscribed, sworn to and acknowledged before me by, Samuel Duff, Manager, for and on behalf of SMD Real Estate, LLC, a Kentucky limited liability company, on this the 22<sup>nd</sup> day of June, 2026.

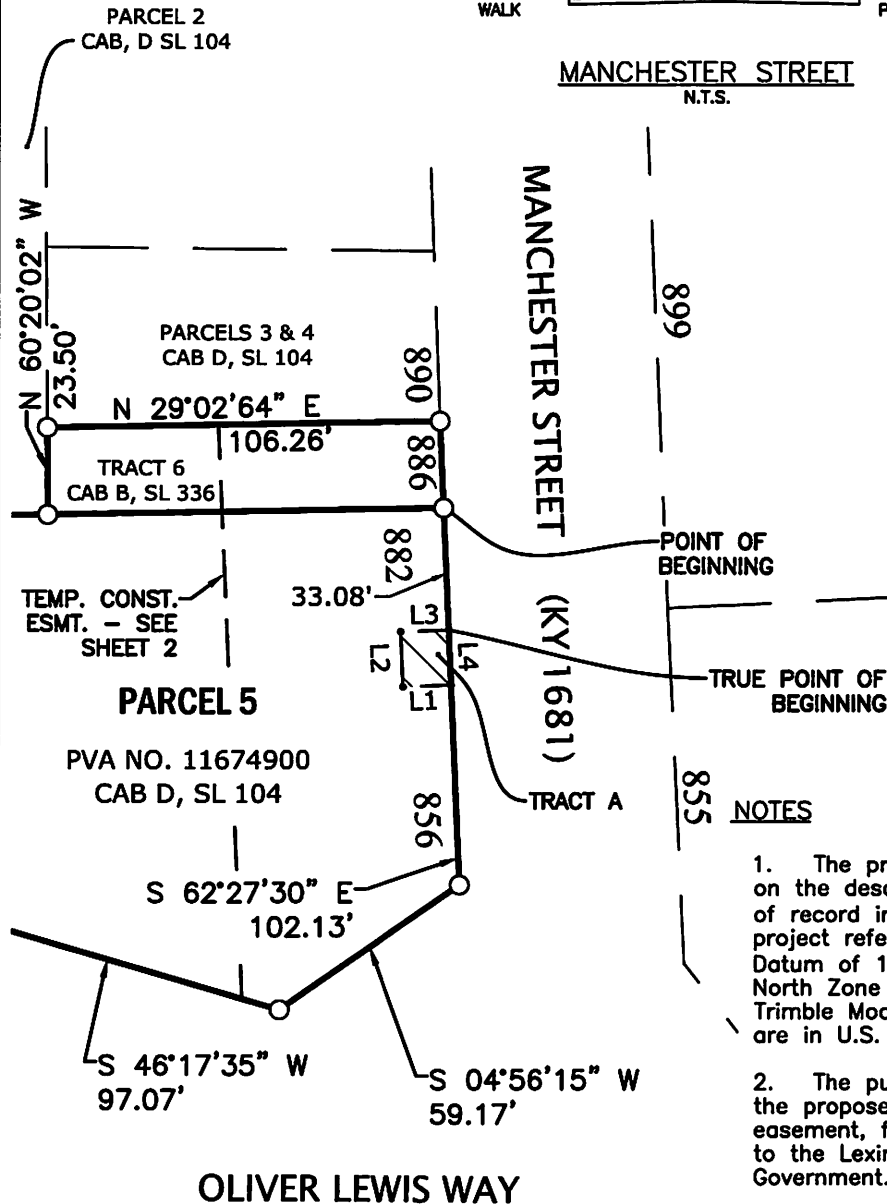
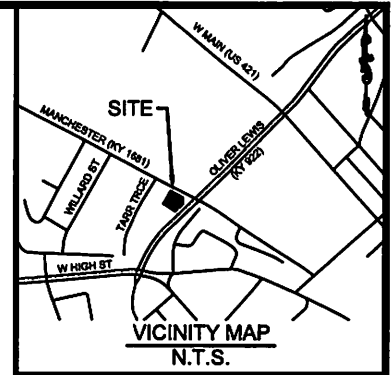
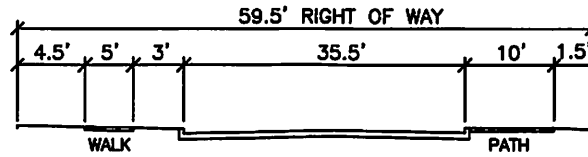


My commission expires: May 26, 2027

  
\_\_\_\_\_  
Notary Public, Kentucky, State-at-Large

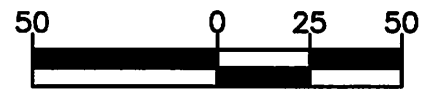
Notary ID # KYNP 71645





**PERMANENT EASEMENT LINE TABLE**

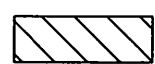
LINE #	LENGTH	BEARING
L1	13.00'	S 27°32'30" W
L2	15.00'	N 62°27'30" W
L3	13.00'	N 27°32'30" E
L4	15.00'	S 62°27'30" E



**NOTES**

1. The property boundary shown hereon is based on the description in Deed Book 3616, Page 398 of record in the Fayette County Clerk's Office. The project reference frame is the North American Datum of 1983 (2011), State Plane Kentucky North Zone coordinate system as observed using a Trimble Mode R12 dual frequency receiver. All units are in U.S. Survey Feet.
2. The purpose of this exhibit is to delineate the proposed conveyance of a permanent easement, for the purpose of constructing a sign, to the Lexington-Fayette Urban County Government.
3. This exhibit does not constitute a boundary survey and shall not be used for the purposes of land transfer.

PERMANENT ESMT. AREA  
195 Sq. Ft. (0.004 ac)



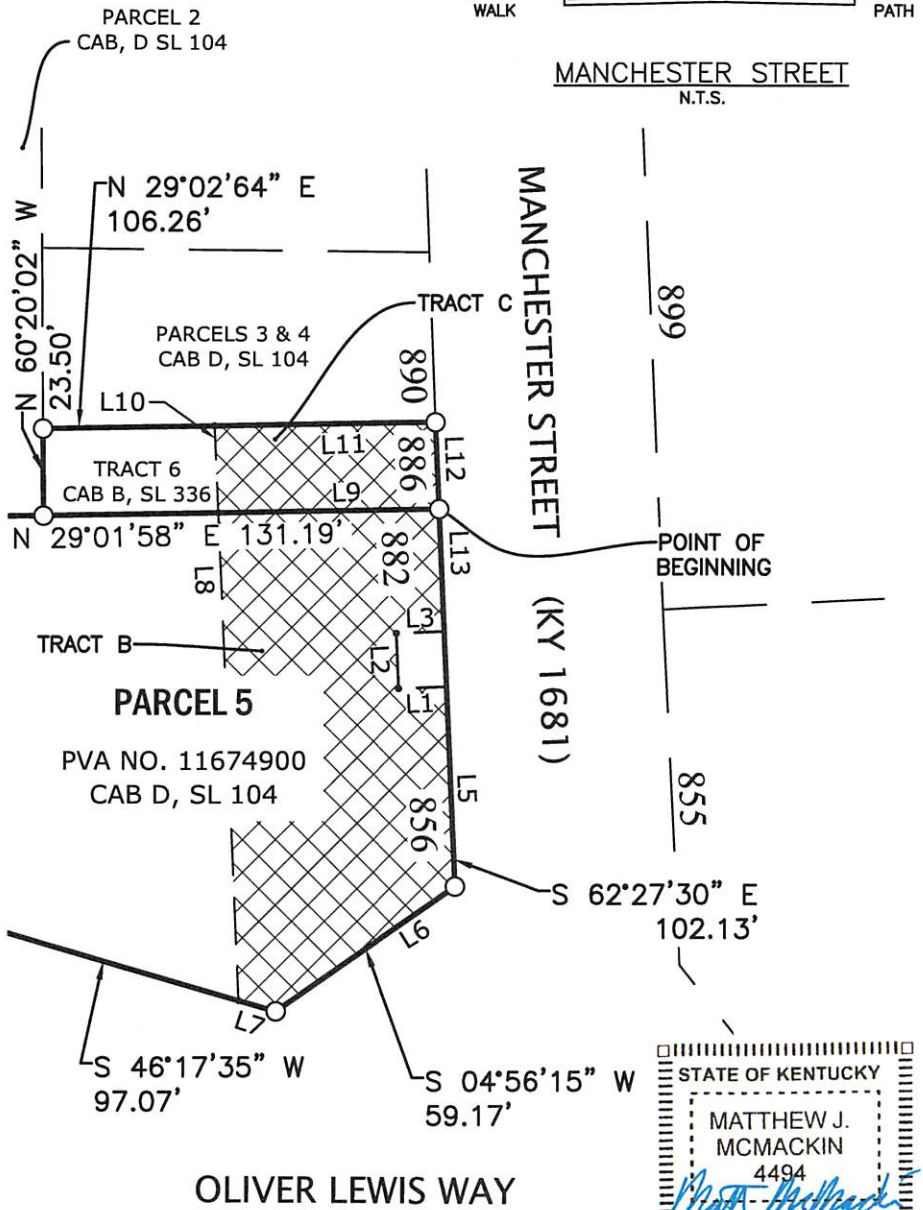
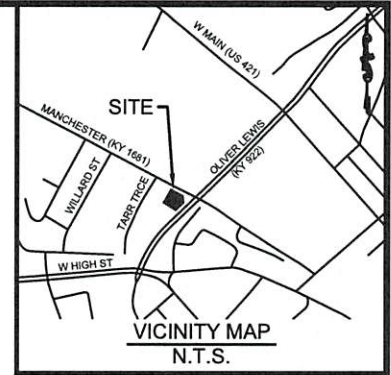
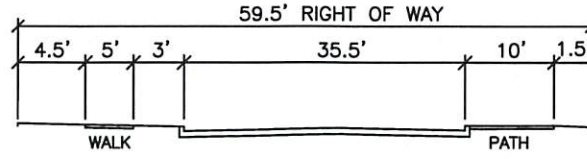
**EASEMENT EXHIBIT**  
FOR  
**SMD REAL ESTATE, LLC**  
**856-882-886 MANCHESTER STREET**  
**LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**  
**LEXINGTON, KENTUCKY**



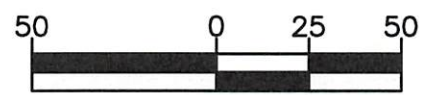
**EXHIBIT A**

2815.335

JANUARY 2026



TEMPORARY EASEMENT LINE TABLE		
LINE #	LENGTH	BEARING
L1	13.00'	N 27°32'30" E
L2	15.00'	S 62°27'30" E
L3	13.00'	S 27°32'30" W
L5	54.04'	S 62°27'30" E
L6	59.17'	S 04°56'15" E
L7	10.65'	S 46°17'35" W
L8	132.04'	N 62°27'30" W
L9	60.02'	N 29°01'58" E
L10	23.50'	N 62°27'30" W
L11	60.02'	N 29°02'04" E
L12	23.50'	N 62°09'02" W
L13	33.08'	S 62°27'30" E



STATE OF KENTUCKY  
 MATTHEW J. MCMACKIN  
 4494  
*Matthew McMackin*  
 LICENSED PROFESSIONAL LAND SURVEYOR

1-9-26

TEMPORARY ESMT. AREA  
 8,486 Sq. Ft. (0.194 ac)



**EASEMENT EXHIBIT**  
 FOR  
**SMD REAL ESTATE, LLC**  
**856-882-886 MANCHESTER STREET**  
 LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT  
 LEXINGTON, KENTUCKY



**EXHIBIT A**  
 2815.335

JANUARY 2026