

DEED OF EASEMENT

This **PERMANENT SANITARY SEWER EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT** is made and entered into this the 26TH day of May, 2022, by and between **SHOOFLY PROPERTIES, LLC**, a Kentucky **limited liability company**, 3749 Wembley Lane, Lexington, Kentucky 40515, 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 **TEN THOUSAND ONE HUNDRED NINTEY-THREE DOLLARS AND 70/100 CENTS (\$10,193.70)**, 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

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

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
East Hickman Force
Main Replacement Project
(a portion of 2220 Armstrong Mill Road)

Tract No. 1

BEGINNING, at a point on the northeast property line shared with Armstrong Mill Road right-of-way, approximate 57.8 feet northwest of the northeastern property corner; thence, 28.71 feet at a bearing of N 51°6'56" W along the northeastern property line; thence, 14.17 feet at a bearing of S 84°43'24" W; thence, 433.95 feet at a bearing of N 50°24'21" W to a point on the existing 20-foot sanitary sewer easement's eastern boundary; thence, 803.39 feet at a bearing of S 33°51'00" W following the existing 20-foot sanitary sewer easement's eastern boundary to the northern corner point of two intersecting existing 20-foot sanitary sewer easements; thence, 16.04 feet at a bearing of S 47°50'56" E along the existing 20-foot sanitary sewer easement's northern boundary; thence, 784.43 feet at a bearing of N 33°33'06" E; thence 428.36 feet at a bearing of S 50°24'21" E; thence, 43.02 feet at a bearing of N 84°43'24" E, to the **POINT OF BEGINNING**; and,

Tract No. 2

BEGINNING, at the southern corner point of the two intersecting existing 20-foot sanitary sewer easements, 486.97 feet at a bearing of S 33°51'00" W along the eastern existing 20-foot sanitary sewer easement boundary; thence, 34.96 feet at a bearing of N 65°25'24" E; thence, 439.70 feet at a bearing of N 33°33'06" E; thence, 30.34 feet at a bearing of S 47°50'56" E; thence, 15.17 feet at a bearing of

N 33°33'6" E to a point on the existing 20-foot sanitary sewer easement's southern boundary; thence, 46.44 feet at a bearing of N 47°50'56" W along the existing 20-foot sanitary sewer easement southern boundary to the **POINT OF BEGINNING**; and,

The above-described Tract No. 1 and Tract No. 2 contains 29,705.48 sq. ft. of permanent easement; and

Being a portion of the property conveyed to Shoofly Properties, LLC, a Kentucky limited liability company, by Deed dated June 7, 2006, of record in Deed Book 2650, Page 698, 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
East Hickman Force
Main Replacement Project
(a portion of 2220 Armstrong Mill Road)

Tract No. 1

BEGINNING, at a point on the northeast property line shared with Armstrong Mill Road right-of-way, approximate 57.44 feet northwest of the northeastern property corner; thence, 483.62 feet at a bearing of N 51°6'56" W to a point on the existing 20-foot sanitary sewer easement's eastern boundary; thence, 807.90 feet at a bearing of S 33°51'00" W following the existing 20-foot sanitary easement's eastern boundary to the northern corner point of two intersecting existing 20-foot sanitary sewer easements; thence, 26.02

feet at a bearing of S 47°50'56" E along the existing 20-foot sanitary sewer easement's northern boundary; thence, 776.58 feet at a bearing of N 33°33'06" E; thence, 348.10 feet at a bearing of S 50°24'21" E; thence, 30.00 feet at a bearing of S 39°35'39" W; thence, 110.07 feet at a bearing of S 51°6'56" E; thence, 69.12 feet at a bearing of N 39°35'39" E, to the **POINT OF BEGINNING**; and,

Tract No. 2

BEGINNING, at the southern corner point of the two intersecting existing 20-foot sanitary sewer easements, 506.26 feet at a bearing of S 33°51'00" W along the eastern existing 20-foot sanitary sewer easement boundary; thence, 54.31 feet at a bearing of N 65°25'24" E; thence, 430.93 feet at a bearing of N 33°33'06" E; thence, 30.34 feet at a bearing of S 47°50'56" E; thence, 25.28 feet at a bearing of N 33°33'06" E to a point on the existing 20-foot sanitary sewer easement's southern boundary; thence, 56.56 feet at a bearing of N 47°50'56" W along the existing 20-foot sanitary sewer easement southern boundary to the **POINT OF BEGINNING**; and,

The above described Tract No. 1 and 2 contains 22,138.63 sq. ft. of temporary construction easement; and

Being a portion of the property conveyed to Shoofly Properties, LLC, a Kentucky limited liability company, by Deed dated June 7, 2006, of record in Deed Book 2650, Page 698, 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 does 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.

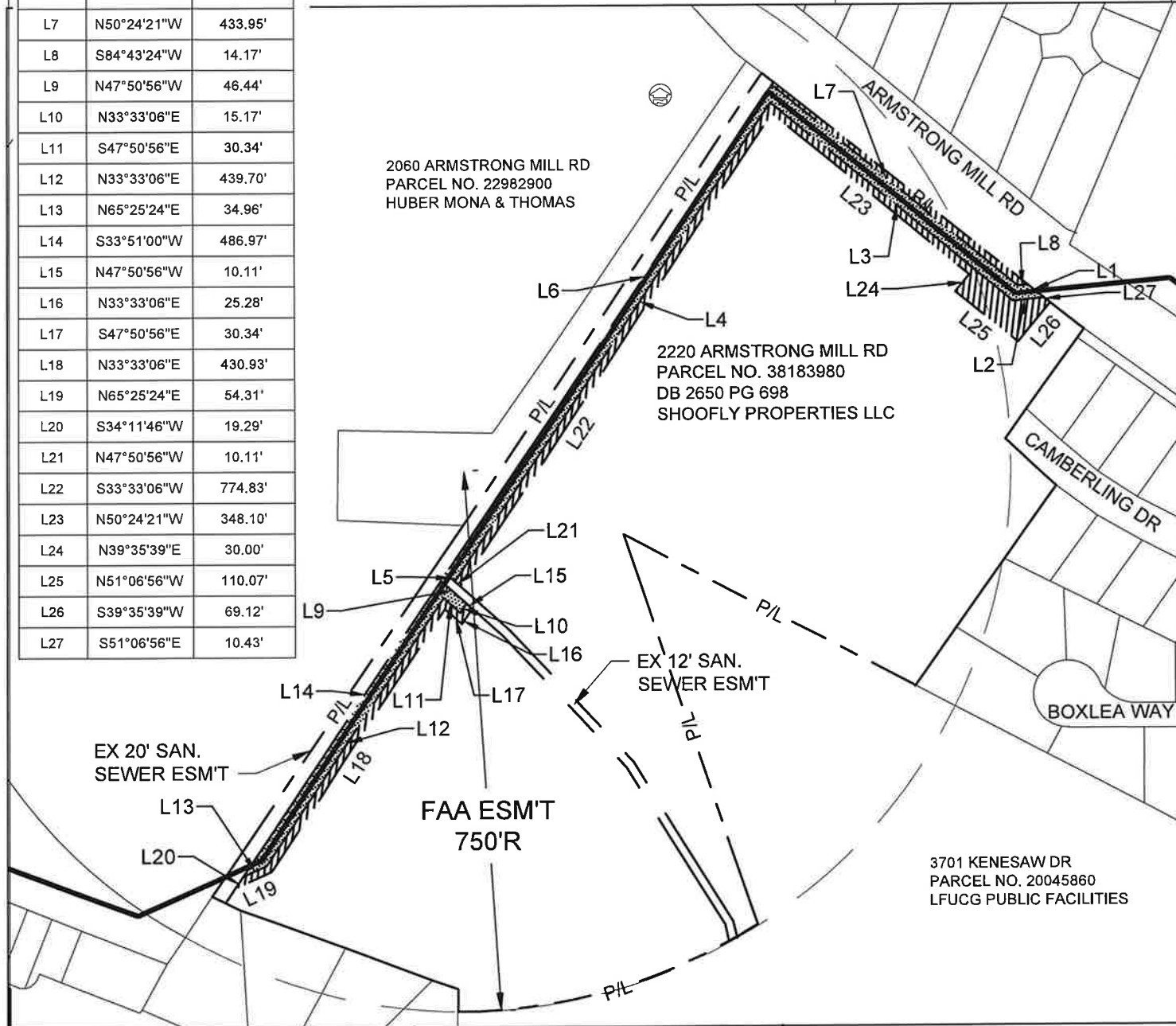
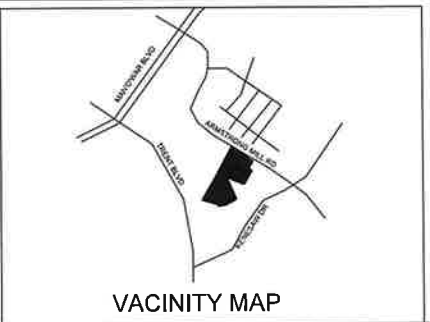
The obtaining of this easement was authorized by Resolution 153-2022, passed by the Lexington-Fayette Urban County Council on March 17, 2022. Pursuant to KRS 382.135(2)(a), this deed of easement, which pertains to a public utility, need not contain a statement of consideration.

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

[Intentionally Left Blank]

PARCEL LINE DATA		
LINE #	BEARING	DISTANCE
L1	N51°06'56"W	28.71'
L2	N84°43'24"E	43.02'
L3	S50°24'21"E	428.36'
L4	N33°33'06"E	784.43'
L5	S47°50'56"E	16.04'
L6	S33°51'00"W	803.39'
L7	N50°24'21"W	433.95'
L8	S84°43'24"W	14.17'
L9	N47°50'56"W	46.44'
L10	N33°33'06"E	15.17'
L11	S47°50'56"E	30.34'
L12	N33°33'06"E	439.70'
L13	N65°25'24"E	34.96'
L14	S33°51'00"W	486.97'
L15	N47°50'56"W	10.11'
L16	N33°33'06"E	25.28'
L17	S47°50'56"E	30.34'
L18	N33°33'06"E	430.93'
L19	N65°25'24"E	54.31'
L20	S34°11'46"W	19.29'
L21	N47°50'56"W	10.11'
L22	S33°33'06"W	774.83'
L23	N50°24'21"W	348.10'
L24	N39°35'39"E	30.00'
L25	N51°06'56"W	110.07'
L26	S39°35'39"W	69.12'
L27	S51°06'56"E	10.43'

NOTES:
 1. THE PURPOSE OF THIS EXHIBIT IS TO DELINEATE A PROPOSED CONVEYANCE FOR A SANITARY SEWER EASEMENT TO LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT.
 2. THIS INFORMATION DOES NOT CONSTITUTE A BOUNDARY SURVEY AND SHALL NOT BE USED FOR PURPOSES OF LAND TRANSFER.



LEGEND:

- NEW PERMANENT UTILITY EASEMENT (28,679.37 SQ FT)
- TEMPORARY CONSTRUCTION EASEMENT (21,745.25 SQ FT)
- PROPOSED SEWER LINE

SANITARY SEWER EASEMENT EXHIBIT
 OCTOBER 14, 2021
 SHOOFLY PROPERTIES LLC
 2220 ARMSTRONG MILL RD
 LEXINGTON, KY 40515

 SCALE: 1"= 200'

LFUCG
 DIVISION OF WATER QUALITY
 EAST HICKMAN FORCE MAIN
 RMP PROJECT NO. EH-01
 200 E MAIN STREET
 LEXINGTON, KY 40507

engineering | architecture | geospatial
 www.gwinc.com

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

202205310366

May 31, 2022 15:16:55 PM

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

467 - 474