

PERMANENT SANITARY SEWER EASEMENT

This **PERMANENT SANITARY SEWER EASEMENT** is made and entered into this the 30th day of JUNE, 2022, by and between **SYDNEY MICHELLE COLLINS, a single person**, 838 Spring Meadows Drive, Lexington, KY 40504, which is the in-care of tax mailing address for the current year ("Grantor"), and **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, 200 East Main Street, Lexington, Kentucky 40507 ("Grantee").

WITNESSETH:

That for and in consideration of the sum of **ONE HUNDRED DOLLARS AND 00/100 CENTS (\$100.00)**, 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, the permanent to right to excavate, grade, construct, alter, re-grade and perform related work for the purpose of sanitary sewer improvements and construction,

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

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
Wolf Run Trunk F
Sanitary Sewer Improvement Project
(a portion of 838 Spring Meadows Drive)

Tract A

All that strip or parcel of land situated southeast of the intersection of Spring Meadows Drive and Harrodsburg Road (US Highway 68) in Lexington, Fayette County, Kentucky and being more fully described and bounded as follows, to wit:

BEGINNING, at a common corner between Lots 4Q and 4R of Unit 3, as shown on the Amended Final Record Plat of the H & E Property (Harrod's Park) Unit 3, Lot 4, Block "B" (Plat Cabinet H, Slide 194); said point being in the northeasterly boundary line of the Allendale Subdivision (Plat Cabinet E, Slide 721 and Slide 691);

Thence with the southeasterly property line of Lot 4Q, N 41°26'37" E, 6.65 feet to the **TRUE POINT OF BEGINNING**;

Thence continuing with the southeasterly property line of Lot 4Q, N 41°26'37" E, 13.71 feet to a point;

Thence leaving the southeasterly property line of Lot 4Q, with an existing sanitary sewer easement line through the lands of Lot 4R, S 45°46' 26" E, 18.02 feet to a point in the northwesterly property line of Lot 4S;

Thence with the northwesterly property line of Lot 4S, S 41°26'37" W, 9.36 feet to a point;

Thence leaving the northwesterly property line of Lot 4S, with a new permanent sanitary sewer easement line through the lands of Lot 4R, N 59°29' 35" W, 18.33 feet to the **TRUE POINT OF BEGINNING**; and,

The above-described parcel contains 0.005 Acres (208 sq. ft.) of permanent easement; and,

Tract B

All that strip or parcel of land situated southeast of the intersection of Spring Meadows Drive and Harrodsburg Road (US Highway 68) in Lexington, Fayette County, Kentucky and being more fully described and bounded as follows, to wit:

BEGINNING, at a common corner between Lots 4Q and 4R of Unit 3, as shown on the Amended Final Record Plat of the H & E Property (Harrod's Park) Unit 3, Lot 4, Block "B" (Plat Cabinet H, Slide 194); said point being in the northeasterly boundary line of the Allendale Subdivision (Plat Cabinet E, Slide 721 and Slide 691);

Thence with the southeasterly property line of Lot 4Q, N 41°26'37"E, 30.37 feet to the **TRUE POINT OF BEGINNING**;

Thence continuing with the southeasterly property line of Lot 4Q, N 41°26' 37" E, 14.96 feet to a point;

Thence leaving the southeasterly property line of Lot 4Q, with an existing sanitary sewer easement line through the lands of Lot 4R, S 56°58'08" E, 18.20 feet to a point in the northwesterly property line of Lot 4S;

Thence with the northwesterly property line of Lot 4S, S 41°26' 37" W, 18.49 feet to a point;

Thence leaving the northwesterly property line of Lot 4S, with an existing sanitary sewer easement line through the lands of Lot 4R, N 45°46'26" W, 18.02 feet to the **TRUE POINT OF BEGINNING**; and,

The above-described parcel contains 0.007 Acres (301 sq. ft.) of permanent easement; and,

The above Tracts A and B, being a portion of the property conveyed to Sydney Michelle Collins, a single person, by deed dated August 14, 2020, of record in Deed Book 3781, Page 716, in the Fayette County Clerk's Office.

TO HAVE AND TO HOLD the above-described easement together with all rights, appurtenances, and improvements thereunto belonging unto said Grantee, its successors and assigns, for the purposes and uses herein designated.

The above-described permanent easement runs with the land in perpetuity and is binding upon the successors and assigns of the Grantor. 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 interest conveyed herein, including all exemptions allowed by law, and does hereby covenant to and with the Grantee, its successors and assigns forever, that she is lawfully seized in fee simple of said property and has good right to sell and convey the easements as herein done, and that she will **WARRANT GENERALLY** said title.

The obtaining of this easement was authorized by Resolution 042-2022, passed by the Lexington-Fayette Urban County Council on February 10, 2022. Pursuant to KRS 382.135(2)(a), this permanent sanitary sewer easement, which pertains to a public utility, need not contain a statement of consideration.

IN TESTIMONY WHEREOF, the Grantor has signed this Permanent Sanitary Sewer Easement, this the day and year first above written.

GRANTOR:

BY: [Signature]
SYDNEY MICHELLE COLLINS

COMMONWEALTH OF KENTUCKY)
)
COUNTY OF FAYETTE)

This instrument was acknowledged, subscribed and sworn to before me by Sydney Michelle Collins, a single person, on this the 30th day of June, 2022.

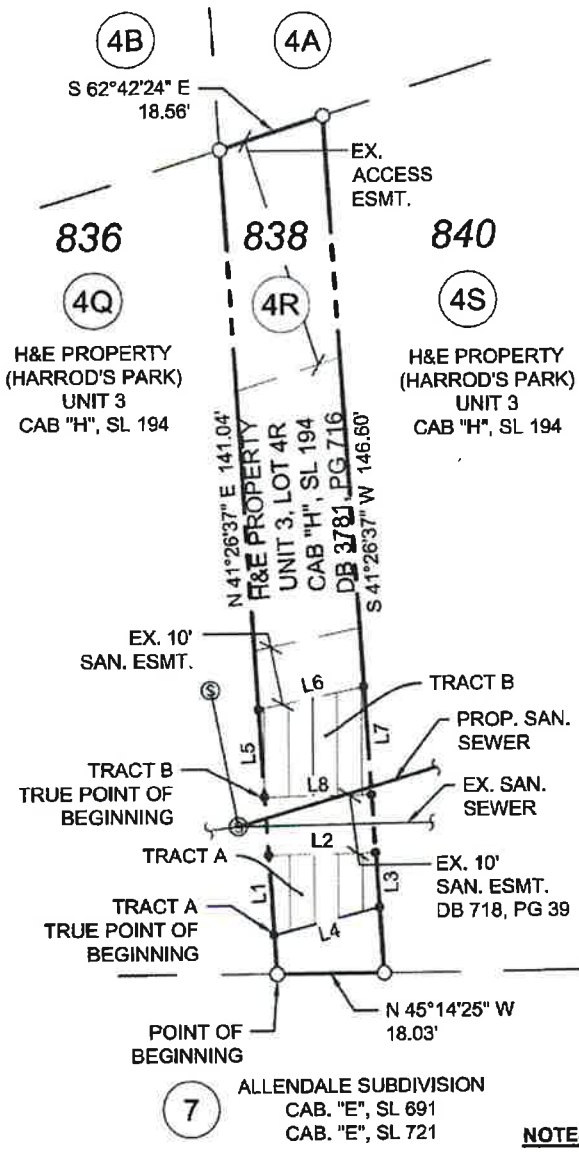
[Signature]
Notary Public, Kentucky, State-at-Large
My Commission Expires: 6 / 6 / 2023
Notary ID # 624540

PREPARED BY: [Signature]

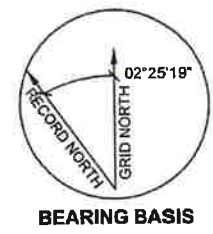
EVAN P. THOMPSON,
Attorney Sr.
Lexington-Fayette Urban
County Government
Department of Law, 11th Floor
200 East Main Street
Lexington, Kentucky 40507
(859) 258-3500



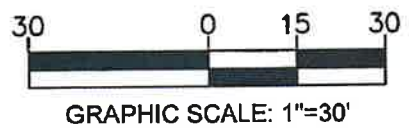
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EASEMENT LINE TABLE		
LINE #	LENGTH	BEARING
L1	13.71'	N 41°26'37" E
L2	18.02'	S 45°46'26" E
L3	9.36'	S 41°26'37" W
L4	18.33'	N 59°29'35" W
L5	14.96'	N 41°26'37" E
L6	18.20'	S 56°58'08" E
L7	18.49'	S 41°26'37" W
L8	18.02'	N 45°46'26" W



PERM. ESMT. AREA
509 SQ. FT. (0.012 AC)



NOTES:

1. THE PROPERTY BOUNDARIES AND EASEMENTS SHOWN HEREON ARE BASED ON THE RECORD DESCRIPTION (DEED BOOK 3781, PAGE 716) AND CORRESPONDING PLAT (CABINET "H" SLIDE 194) OF RECORD IN THE FAYETTE COUNTY CLERK'S OFFICE. THE ORIGIN OF BEARINGS SHOWN HEREON IS BASED ON THE NORTH AMERICAN DATUM OF 1983, STATE PLANE KENTUCKY NORTH AS OBSERVED FROM KYCORS STATION "KYTG" USING A TRIMBLE R12, DUAL FREQUENCY RECEIVER.
2. THE PURPOSE OF THIS EXHIBIT IS TO DELINEATE A PROPOSED CONVEYANCE FOR A PERMANENT SANITARY SEWER 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
SYDNEY MICHELLE COLLINS
838 SPRING MEADOWS DRIVE
WOLF RUN TRUNK SEWER IMPROVEMENTS
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
LEXINGTON, KENTUCKY



FIGURE 1

JUNE 2021

2815.208

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

202207010058

July 1, 2022

11:11:56 AM

Fees	\$53.00	Tax	\$.00
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Total Paid	\$53.00
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7 Pages

480 - 486