

DEED OF PERMANENT EASEMENT

This **DEED OF PERMANENT EASEMENT** is made and entered into this 13th day of May, 2019, by and between **LEXINGTON FINANCIAL CENTER, LLC**, a **Delaware limited liability company**; 250 West Main Street, Suite 3000, Lexington, Kentucky 40507 ("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 **ELEVEN THOUSAND SEVEN HUNDRED DOLLARS AND 00/100 (\$11,700.00)** 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, in perpetuity, the exclusive and permanent right to install, construct, maintain, repair, and inspect a shared-use-path and other related improvements within the permanent easement granted hereby ("Path"), including ground level hardscape features and appurtenances thereto, which said shared-use-path and other ground level hardscape features shall be generally consistent with the current Town Branch Trail plans to be constructed on the Path in downtown Lexington, and which shall become a part of the Town Branch Trail. All such ground level hardscape features shall be at the same elevation as the existing ground level and shall be exclusively for pedestrian use. This Deed of Permanent Easement and the exercise of the rights and privileges herein granted, are subject to and expressly include the following:

Charles E. Edwards, III
LFUCG Department of Law
200 East Main Street, 11th Floor
Lexington, Kentucky 40507

(CP)

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1. Grantee shall have the right, but not the obligation, at Grantee's expense, to install, construct, manage, use, repair and maintain a shared-use-Path, including ground level hardscape features. Grantor shall not damage or otherwise harm the final paving of the Path at any time after the completion of the Path; however, damage to the Path by normal wear and tear from use of the Path by Grantor or others, shall be repaired and/or replaced at the expense of Grantee.
2. Grantor acknowledges that this Path is for non-motorized vehicles only with the exception of emergency or maintenance vehicles, or as necessary for persons of limited mobility.
3. Grantee shall have the right to make minor modifications to the location of the easement granted herein as reasonably necessary to align the Path so long as such modifications do not increase the total area of the easement nor extend the easement closer to West Main Street than it is originally dedicated.
4. Grantor shall not construct, develop, or maintain, or allow any other to construct, develop, or maintain, any right-of-way, easement of ingress or egress, driveway, road, utility line, or other easement into, on, over, under, or across the Path without the prior written permission of the Grantee. Grantor shall not erect fences, barriers, or signs that impede access to or use of the Path, or allow any other to do the same.
5. Grantor shall not use the Path, or allow any other to use the Path, for any use which, in the reasonable opinion of Grantee, is or may possess the

potential to become inconsistent with the Purposes of this Easement.

6. Grantor and Grantee have the right to cross the Path to repair any damage to the Path.
7. It is understood and agreed by the Grantor and Grantee that the easements granted herein are being granted for a public purpose. In the event the easements granted herein cease to be utilized for a public purpose, then all rights granted hereunder shall revert to the Grantor.

The tract of land on which the easement will be located is within the confines of Lexington, Fayette County, Kentucky, and more particularly described as follows:

Permanent Easement
Town Branch Commons Project
Parcel No. 8, Zone 3
(a portion of 250 W. Main Street)

Tract A

Being a tract of land located in Fayette County, Kentucky, along West Vine Street, approximately 50 feet northeast of the intersection of West Vine Street and South Mill Street and more particularly described as follows:

Beginning at a point 44.48 feet left of West Vine Street Station 110+65.37; thence, North 48 Degrees 04 Minutes 16 Seconds East, 12.63 feet to a point 57.12 feet left of West Vine Street Station 110+65.29; thence, South 41 Degrees 56 Minutes 44 Seconds East, 3.53 feet to a point 57.15 feet left of West Vine Street Station 110+68.66; thence, South 3 Degrees 53 Minutes 2 Seconds East 7.04 feet to a point 52.15 feet left of West Vine Street Station 110+73.43; thence, South 42 Degrees 29 Minutes 58 Seconds East 9.68 feet to a point 52.42 feet left of West Vine Street Station 110+82.72; thence, South 83 Degrees 20 Minutes 4 Seconds East 3.61 feet to a point 54.87 feet left of West Vine Street Station 110+85.27; thence, South 2 Degrees 8 Minutes 45 Seconds West 10.63 feet to a point 47.67 feet left of West Vine Street Station 110+92.80; thence, South 42 Degrees 07 Minutes 20 Seconds East 20.02 feet to a point 48.46 feet left of West Vine Street Station 111+12.08;

thence, South 47 Degrees 52 Minutes 48 Seconds West 2.37 feet to a point 46.09 feet left of West Vine Street Station 111+12.19; thence, North 42 Degrees 21 Minutes 58 Seconds West 48.50 feet to the POINT OF BEGINNING; and,

The above described parcel contains 0.007 Acres (286 square feet) of permanent easement; and,

Tract B

Being a tract of land located in Fayette County, Kentucky along West Vine Street, approximately 110 feet southeast of the intersection of West Vine Street and South Mill Street, and more particularly described as follows:

Beginning at a point 47.59 feet left of West Vine Street Station 111+36.29; thence, South 88 Degrees 39 Minutes 05 Seconds East a distance of 7.15 feet to a point 53.10 feet left of West Vine Street Station 111+40.67; thence, North 48 Degrees 06 Minutes 59 Seconds East a distance of 2.71 feet to a point 55.80 feet left of West Vine Street Station 111+40.50; thence, South 42 Degrees 13 Minutes 28 Seconds East a distance of 59.93 feet to a point 60.65 feet left of West Vine Street Station 111+99.59; thence, South 46 Degrees 15 Minutes 49 Seconds West a distance of 2.99 feet to a point 57.68 feet left of West Vine Street Station 111+99.91; thence, South 3 Degrees 00 Minutes 23 Seconds West a distance of 6.67 feet to a point 53.29 feet left of West Vine Street Station 112+05.05; thence, North 42 Degrees 18 Minutes 25 Seconds West a distance of 69.71 feet to a point 47.59 feet left of West Vine Street Station 111+36.29 to the POINT OF BEGINNING; and,

The above described parcel contains 0.011 Acres (494 square feet) of permanent easement; and,

Both Tract A and B, being a portion of the same property conveyed to Lexington Financial Center LLC, a Delaware limited liability company, by deed, dated April 2, 2007, of record in Deed Book 2716, Page 238, referenced in the Fayette County Clerk's Office.

TO HAVE AND TO HOLD the above-described easement together with all rights,

privileges, appurtenances and improvements thereunto belonging unto Grantee, its successors and assigns forever, for the purposes and uses herein designated. It is understood and agreed by the Grantor and Grantee that should the easement granted herein cease to be utilized for public purposes, then all rights granted hereunder shall revert back to the Grantor.

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.

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 \$ 11,700.00 . Grantee joins this Deed of Easement for the sole purpose of certifying the consideration, as authorized by Resolution No. 384-2018 passed by the Lexington-Fayette Urban County Council on June 21, 2018. 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.

[Signatures on next page]

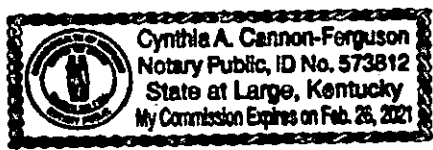
COMMONWEALTH OF KENTUCKY)
)
COUNTY OF FAYETTE)

The foregoing Certificate of Consideration was subscribed, sworn to and acknowledged before me by Linda Gorton, as Mayor, for and on behalf of the Lexington-Fayette Urban County Government, on this the 31st day of May, 2019.

My commission expires: 2/26/21

Cynthia A. Cannon-Ferguson
Notary Public, Kentucky, State-at-Large

Notary ID # 573812



PREPARED BY:

Charles E. Edwards, III
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

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: PATTY DAVIS ,dc

201905220205

May 22, 2019

12:04:39 PM

Fees	\$29.00	Tax	\$0.00
Total Paid	\$29.00		

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