

DEED OF EASEMENT

This **PERMANENT SIDEWALK EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT** is made and entered into this the 30 day of JULY, 2020, by and between **CBT REAL ESTATE HOLDINGS, LLC**, a **Kentucky limited liability company**, ATTN: Ellen M. Sharp, Manager, 300 W. Vine Street, Lexington, Kentucky 40507, 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 **ONE THOUSAND SEVENTY- FIVE DOLLARS AND 00/100 DOLLARS (\$1,075.00)**, 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 lay, install, construct, maintain, repair, reconstruct, and remove sidewalks and other related improvements and appurtenances thereto, which said sidewalk and appurtenances shall be of such dimension, character, construction and use as determined by Grantee, along, through, under and across the following tract of land located in Lexington, Fayette County, Kentucky and more particularly described as follows, to wit:

Permanent Sidewalk Easement
Armstrong Mill Road
Sidewalk Improvement Project
(a portion of 1100 Armstrong Mill Road)

Return to:
 Charles E. Edwards III
 LFUCG, Dept. of Law, 11th Floor
 200 East Main Street
 Lexington, KY 40507

Being a tract of land in Fayette County along Armstrong Mill Road and being more particularly described as follows:

Beginning at a point on the existing southern Armstrong Mill right-of-way line, 51.40 feet right of the proposed Armstrong Mill centerline at Station 114+05.81; thence with the existing southern Armstrong Mill right-of-way, S 58 Degrees 56 Minutes 56 Seconds E, a distance of 22.01 feet to a point 51.31 feet right of the proposed Armstrong Mill centerline at Station 114+27.82; thence leaving the existing southern Armstrong Mill right-of-way, S 30 Degrees 05 Minutes 55 Seconds W, a distance of 16.92 feet to a point 68.23 feet right of the proposed Armstrong Mill centerline at Station 114+28.17, thence N 59 Degrees 40 Minutes 52 Seconds W, a distance of 22.00 feet to a point 68.60 feet right of the proposed Armstrong Mill centerline at Station 114+06.18; thence N 30 Degrees 04 Minutes 29 Seconds E, a distance of 17.21 feet to a point 51.40 feet right of the proposed Armstrong Mill centerline at Station 114+05.81 and the POINT OF BEGINNING; and,

The above described parcel contains 376 square feet of permanent easement; and

Being a portion of the same property conveyed to CBT Real Estate Holdings, LLC, a Kentucky limited liability company, by Deed dated September 27, 2018, of record in Deed Book 3620, Page 692, 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 lay, install, construct, maintain, repair, reconstruct, and remove sidewalks and other related improvements and appurtenances thereto, which said sidewalk and appurtenances shall be of such dimension, character, construction and use as determined by Grantee, along, through, under and across the following tract

of land located in Lexington, Fayette County, Kentucky, and more particularly described as follows:

Temporary Construction Easement
Armstrong Mill Road
Sidewalk Improvement Project
(a portion of 1100 Armstrong Mill Road)

Being a tract of land in Fayette County along Armstrong Mill Road and being more particularly described as follows:

Beginning at a point on the existing southern Armstrong Mill right-of-way line and the existing western property line, 34.60 feet right of the proposed Armstrong Mill centerline at Station 112+79.99; thence with the existing southern Armstrong Mill right-of-way, S 58 Degrees 57 Minutes 56 Seconds E, a distance of 110.80 feet to a point 34.09 feet right of the proposed Armstrong Mill centerline at Station 113+90.79; thence with the existing southern Armstrong Mill right-of-way, S 45 Degrees 24 Minutes 27 Seconds W, a distance of 17.94 feet to a point 51.49 feet right of the proposed Armstrong Mill centerline at Station 113+86.42; thence leaving the existing southern Armstrong Mill right-of-way, N 58 Degrees 56 Minutes 56 Seconds W, a distance of 102.20 feet to a point 51.93 feet right of the proposed Armstrong Mill centerline at Station 112+84.22; thence N 7 Degrees 50 Minutes 57 Seconds W, a distance of 5.92 feet to a point 47.34 feet right of the proposed Armstrong Mill centerline at Station 112+80.48, said point being on the existing western property line; thence with the existing western property line, N 29 Degrees 06 Minutes 04 Seconds E, a distance of 12.74 feet to a point 34.60 feet right of the proposed Armstrong Mill centerline at Station 112+79.99 and the POINT OF BEGINNING; and,

The above described parcel contains a 1,872 square feet of temporary construction easement; and,

Being a portion of the same property conveyed to CBT Real Estate Holdings, LLC, a Kentucky limited liability company, by Deed dated September 27, 2018, of record in Deed Book 3620, Page 692, 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 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 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 easements 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 56-2020, passed by the Lexington-Fayette Urban County Council on February 6, 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:

CBT REAL ESTATE HOLDINGS, LLC, a Kentucky limited liability company

By: Ellen M. Sharp, Manager
ELLEN M. SHARP, MANAGER

COMMONWEALTH OF KENTUCKY)
)
COUNTY OF FAYETTE)

This instrument was acknowledged, subscribed and sworn to before me by Ellen M. Sharp, as Manager, for and on behalf of CBT Real Estate Holdings, LLC, a Kentucky limited liability company, on this the 30 day of JULY, 2020.

Paul Walker
Notary Public, State-at-Large, Kentucky
My Commission Expires: 7 / 29 / 2021
Notary ID # 583153

PREPARED BY:



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

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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

202008180090

August 18, 2020 10:03:24 AM

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