

DEED OF EASEMENT

This **PERMANENT SANITARY SEWER EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT** is made and entered into this the 6TH day of MAY, 2019, by and between **BRAXTON BENNINGFIELD and MICHELLE BENNINGFIELD, husband and wife**, 3593 Laredo Drive, Lexington, Kentucky 40517, which is the in-care of tax mailing address for the current year (hereinafter "Grantors"), 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 **SEVENTY-FOUR AND 95/100 DOLLARS (\$74.95)**, 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 **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
Lansdowne South Trunk Sewer Replacement Project
(a portion of 3593 Laredo Drive)

One tract or parcel of land being a permanent sewer easement situated west of Laredo Drive in Lexington,

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

(CF)

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Fayette County, Kentucky and being more particularly described as follows, to wit:

Beginning at a point in the southwest corner of the property and being a common corner to 3595 Laredo Drive property (Deed Book 2748, Page 263), Gatewood Subdivision, Lot 11; thence N 78°25'42" E, 16.62 feet, more or less along the common property line with the 3595 Laredo Drive property to **THE POINT OF BEGINNING OF THE PROPOSED PERMANENT SANITARY SEWER EASEMENT**; thence N 12°13'39" W, a distance of 20.19 feet; thence N 78°24'55" E, a distance of 31.61 feet; thence S 12°00'18" E, a distance of 20.19 feet; thence S 78°25'42" W, a distance of 31.54 feet; more or less to the **POINT OF BEGINNING**; and,

The above described parcel contains 637.44 square feet of permanent easement; and

Included in the above described proposed permanent sanitary sewer easement area description is an existing sanitary sewer easement of 438.56 square feet, resulting in a net increase of 198.88 square feet of new easement area; and,

Being a portion of the property conveyed to Braxton Benningfield and Michelle Benningfield, husband and wife, by deed dated June 1, 2007, of record in Deed Book 2731, Page 526, 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, Grantors have **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 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 Access Easement
Lansdowne South Trunk Sewer Replacement Project
(a portion of 3593 Laredo Drive)

One tract or parcel of land being a temporary construction assess easement situated west of Laredo Drive in Lexington, Fayette County, Kentucky and being more particularly described as follows, to wit:

Beginning at a point in the southwest corner of the property and being a common corner to 3595 Laredo Drive property (Deed Book 2748, Page 263) Gatewood Subdivision, Lot 11; thence N 78°25'42" E, 6.62 feet, more or less along the common property line with the 3595 Laredo Drive property to **THE POINT OF BEGINNING OF THE PROPOSED TEMPORARY CONSTRUCTION ACCESS EASEMENT**; thence N 12°13'39" W, a distance of 20.18 feet; thence N 78°24'55" E, a distance of 10.00 feet; thence S 12°13'39" E, a distance of 20.19 feet; thence S 78°25'42" W, a distance of 10.00 feet, more or less to the **POINT OF BEGINNING OF THE PROPOSED TEMPORARY CONSTRUCTION ACCESS EASEMENT**; and,

The above described parcel contains 201.84 square feet of temporary construction easement;

Being a portion of the property conveyed to Braxton Benningfield and Michelle Benningfield, husband and wife, by deed dated June 1, 2007, of record in Deed Book 2731, Page 526, 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 Grantors. The above-described permanent easement runs with the land in perpetuity and is binding upon the successors and assigns of the Grantors. The

temporary construction easement shall take effect upon the commencement of construction of the project and will expire upon completion of the project.

Grantors 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.

Grantors do hereby release and relinquish unto the Grantee, its successors and assigns forever, all of their right, title, and interest in and to the property to the extent of the interests conveyed herein, including all exemptions allowed by law, and do hereby covenant to and with the Grantee, its successors and assigns forever, that they are lawfully seized in fee simple of said property and have good right to sell and convey the easements as herein done, and that they will **WARRANT GENERALLY** said title.

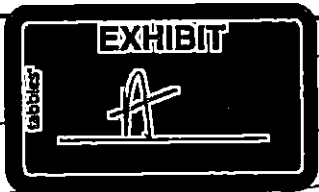
The obtaining of this easement was authorized by Resolution 58-2019, passed by the Lexington-Fayette Urban County Council on February 7, 2019. Pursuant to KRS 382.135(2)(a), this deed of easement, which pertains to a public utility, need not contain a statement of consideration.

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

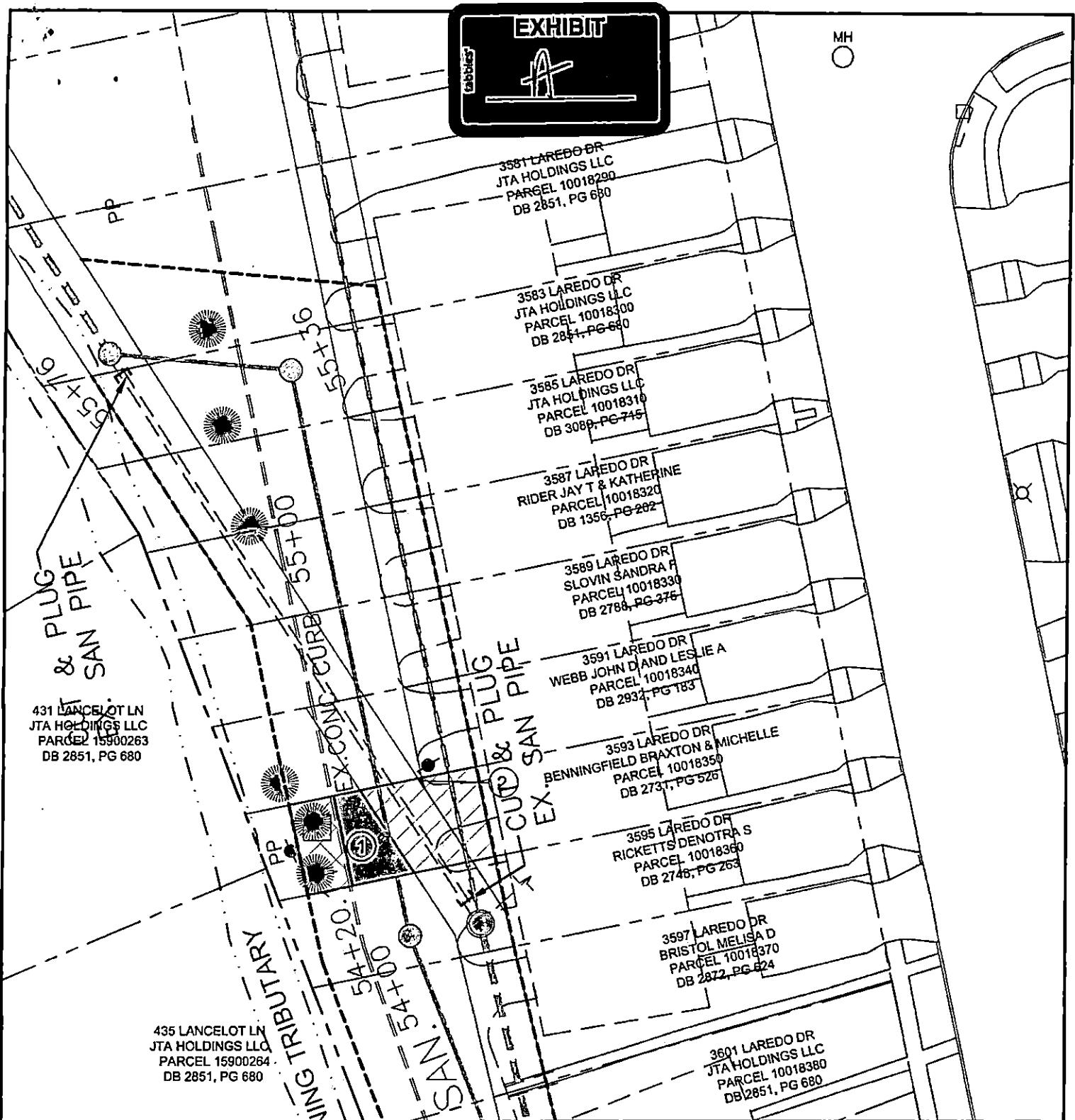
GRANTORS:



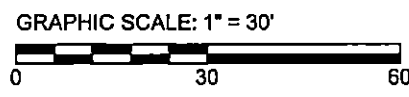
BRAXTON BENNINFIELD



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BASIS OF BEARINGS:
NAD 83 KY NORTH



- ① PERMANENT EASEMENT TRACT NO.
- ① TEMPORARY CONSTRUCTION EASEMENT TRACT NO.
- ⚠ EXISTING EASEMENT TO BE RELEASED TRACT NO.

- EXISTING EASEMENT AREA
- TEMPORARY CONSTRUCTION EASEMENT
- NEW PERMANENT EASEMENT AREA
- EX. EASEMENT AREA TO BE RELEASED



SANITARY SEWER EASEMENT 3593 LAREDO DRIVE



DATE - 1/22/2018	PROJECT NO. 1016-001
DRAWN - kmf	
PROJECT NAME - LANSDOWNE SOUTH TRUNK SEWER REPLACEMENT	
PROJECT LOCATION - LEXINGTON, KENTUCKY	

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

201905080106

May 8, 2019

10:27:04 AM

Fees	\$26.00	Tax	\$0.00
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Total Paid	\$26.00
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