

DEED OF EASEMENT

This **DEED OF EASEMENT** is made and entered into this 23 day of MAY, 2018, by and between **GANDOLFO FAMILY PROPERTIES, L.L.C.**, a Kentucky limited liability company, 1780 Eastwood Drive, Lexington, Kentucky 40503 ("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 **ONE THOUSAND SIX HUNDRED SEVENTY-FIVE DOLLARS AND NO CENTS (\$1,675.00)** 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, the permanent right to lay, construct and install sidewalks and other related improvements, which 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 the confines of Lexington-Fayette County, Kentucky, and more particularly described as follows:

Permanent Sidewalk Easement
Southland Drive Sidewalk Improvement Project
Parcel No. 16
(a portion of 352 Southland Drive)

A certain tract of land lying in Fayette County, Kentucky, approximately 0.63 miles northwest of the Nicholasville Road/Southland Drive intersection, point of beginning 2,186.52 feet south of the Rosemont Garden/Southland Drive intersection and being more particularly described as follows:

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

(CCF)

Beginning at a point 50.10 feet right of the Southland Drive centerline station 121+17.76 said point being on the existing right-of-way; thence South 43 degrees 12 minutes 00 seconds East a distance of 80.00 feet to a point 50.00 feet right of the Southland Drive centerline station 121+98.02; thence South 46 degrees 48 minutes 00 seconds West a distance of 8.09 feet to a point 58.09 feet right of the Southland Drive centerline station 121+98.05; thence North 43 degrees 32 minutes 43 seconds West a distance of 80.00 feet to a point 58.67 feet right of Southland Drive centerline station 121+17.74; thence North 46 degrees 48 minutes 00 seconds East a distance of 8.57 feet the POINT OF BEGINNING, containing 666 square feet or 0.0152 acres; and,

Being a portion of the same property conveyed to Gandolfo Properties, L.L.C., a Kentucky limited liability company, by deed, dated June 25, 2007, of record in Deed Book 2744, Page 398, Deed Book 2744, Page 403 and Deed Book 2744, Page 408, all 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.

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 \$1,675.00. Grantee joins this Deed of Easement for the sole purpose of certifying the consideration, as authorized by Resolution No. 263-2018 passed by the Lexington-Fayette Urban County Council on May 3, 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.

GRANTOR:

GANDOLFO FAMILY PROPERTIES, L.L.C, a Kentucky limited liability company

BY: Matthew Gandolfo (Dnc)
MATTHEW P. GANDOLFO,
MANAGER

GRANTEE:

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

BY: Jim Gray
JIM GRAY, MAYOR

COMMONWEALTH OF KENTUCKY)
)
COUNTY OF FAYETTE)

The foregoing Easement and consideration certificate was subscribed, sworn to and acknowledged before me by Matthew P. Gandolfo in his capacity as Manager of Gandolfo Family Properties, L.L.C., a Kentucky limited liability company, on this the 23 day of July, 2018.

My commission expires: 7-29-2021

Paul Webb 583153
Notary Public, Kentucky, State-at-Large

COMMONWEALTH OF KENTUCKY)
)
COUNTY OF FAYETTE)

The foregoing Certificate of Consideration was subscribed, sworn to and acknowledged before me by Jim Gray, as Mayor, for and on behalf of the Lexington-Fayette Urban County Government, on this the 23rd day of May, 2018.

My commission expires: 2/26/21

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



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: EMILY GENTRY ,dc

201805240157

May 24, 2018

13:24:39

PM

Fees	\$20.00	Tax	\$.00
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Total Paid	\$20.00
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