

PERMANENT EASEMENT

This **PERMANENT EASEMENT** is made and entered into this the 9th day of AUGUST, 2022, by and between **REBECCA M. BLAIR and KYLE BLAIR, wife and husband**, 1879 Clays Mill Road, Lexington, Kentucky 40503, which is the in-care of tax mailing address for the current year ("Grantors"), and **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, 200 East Main Street, Lexington, Kentucky 40507, ("Grantee").

WITNESSETH:

That for and in consideration of the sum of **SEVEN THOUSAND DOLLARS AND 00/100 (\$7,000.00)**, 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, maintain, re-grade

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

and perform related work for the purpose of sanitary sewer and stormwater improvements, construction, installation, relocation and removal through and across the following tract of land located in the confines of Lexington, Fayette County, Kentucky, depicted in Exhibit "A" attached hereto, and more particularly described as follows, to wit:

**20' Permanent Sanitary Sewer
and Stormwater Easement**
(a portion of 1879 Clays Mill Road)

**Clays Mill Road Sanitary
Sewer Realignment Project**

All that tract of land situated on the west side of Clays Mill Road and southwest of the intersection of South Bend Drive and Clays Mill Road in Lexington, Fayette County, Kentucky, being more fully described and bounded as follows, to wit:

BEGINNING, northeast corner of Barbara G. & Lynn A. Tutt (1899 Clays Mill Road, Deed Book 1906, Page 720), said point being a common corner and the southeast corner with Rebecca M. & Kyle Blair (1879 Clays Mill Road, Deed Book 3038, Page 221) and being in the Clays Mill Road west right-of-way; thence leaving said Clays Mill Road west right-of-way, and with said Barbara G. & Lynn A. Tutt north property line and with Rebecca M. & Kyle Blair south property line, North 59° 18' 00" West, 3.41 feet to a point; thence North 05° 34' 01" East, 62.67 feet to a point, leaving said Barbara G. & Lynn A. Tutt north property line and Rebecca M. & Kyle Blair south property line for a new line through the lands of said Rebecca M. & Kyle Blair; thence North 26° 00' 08" East, 17.02 feet to a point in the north property line of Rebecca M. & Kyle Blair and the south property line of LFUCG (1869 Clays Mill Road, Deed Book 2039, Page 222); thence South 59° 18' 00" East, 20.47 feet, with said Rebecca M. & Kyle Blair north property line and with said LFUCG south property line, to the Clays Mill Road west right-of-way; thence South 22° 15' 00" West, 74.50 feet along the Clays Mill Road west right-of-way and the east property line of Rebecca M. & Kyle Blair and leaving said Rebecca M. &

Kyle Blair north property line and LFUCG south property line to the **POINT OF BEGINNING**; and,

The above described parcel contains 1,066 sq. ft of permanent easement; and

Being a portion of the property conveyed to Rebecca M. Blair and Kyle Blair, wife and husband, by deed dated May 31, 2005, of record in Deed Book 2558, Page 362 and by Deed, dated September 22, 2011, of record in Deed Book 3038, Page 221, both referenced 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 forever, for the purposes and uses herein designated.

The above-described easement runs with the land in perpetuity and is binding upon the successors and assigns of the Grantors. 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 same as herein done, and that they will **WARRANT GENERALLY** said title.

PREPARED BY:



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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MC
ROAD

BARBARA G. TUTT
LYNN A. TUTT (HUSB)
1859 CLAYS MILL ROAD
DB 1908, PG 720

REBECCA M. BLAIR
KYLE BLAIR (HUSB)
1879 CLAYS MILL ROAD
DB 3038, PG 221

LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT
1869 CLAYS MILL ROAD
DB 2039, PG 222

CON
183

N59° 18' 00" W
3.41'

S22° 15' 00" W
74.50'

20' PERM. SAN. AND STORM E.
1,066 SQ. FT.

N5° 34' 01" E
62.67'

N26° 00' 08" E
17.02'

S59° 18' 00" E
20.47'

CLAYS MILL ROAD

 PERMANENT
EASEMENT



SCALE: 1" = 40'

DAVID M. SPROULL
DEBRA ANN DOSS (W/F)
1860 CLAYS MILL ROAD

LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT
1858 CLAYS MILL ROAD

SOUTHBEND DRIVE

EXISTING R/W

DONNA HAMPTON (SINGLE)
ROBERT HAMPTON (SINGLE)
1848 CLAYS MILL ROAD

LEXINGTON - FAYETTE URBAN COUNTY GOVERNMENT



LEXINGTON
DIVISION OF WATER, QUALITY
& TRUST
20' SANITARY SEWER & STORM SEWER
PERMANENT EASEMENT
REBECCA M. AND KYLE BLAIR
1879 CLAYS MILL ROAD

05/22/2022
AT 1:00 PM
DATE

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: BOBBIE MARSTELLA ,dc

202208110033

August 11, 2022 9:22:07 AM

Fees	\$53.00	Tax	\$.00
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Total Paid	\$53.00
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TEMPORARY CONSTRUCTION EASEMENT

This **TEMPORARY CONSTRUCTION EASEMENT** is made and entered into this the 28th day of July, 2022, by and between **THE BOARD OF TRUSTEES OF IMMANUEL BAPTIST CHURCH, LEXINGTON, KENTUCKY**, a Kentucky non-profit corporation, 3100 Tates Creek Road, Lexington, Kentucky 40502, 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 **TWO THOUSAND FIVE HUNDRED DOLLARS AND 00/100 (\$2,500.00)**, 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

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

Grantee, its successors and assigns, temporary 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:

Temporary Construction Easement
East Hickman Force Main
Sanitary Sewer Improvement Project
(a portion of 2261 Armstrong Mill Road)

All of that strip or parcel of land situated on the north side of Armstrong Mill Road between Man O' War Boulevard and Kenesaw Drive in Lexington, Fayette County, Kentucky, and more fully described and bounded as follows, to-wit:

BEGINNING, at a point on the southeast property line, approximately 50.0 feet northeast of the southern property corner; thence, 10.16 feet at a bearing of N 23°52'00" E to a point on the southeast property line; thence, 369.32 feet at a bearing of N 55°50'00" W; thence, 10.00 feet at a bearing of N 34°16'00" E; thence, 192.63 feet at a bearing of N 55°50'00" W; thence, 20.00 feet at a bearing of S 34°10'00" W; thence, 563.75 feet at a bearing of S 55°50'00" E along the northeastern border of the existing utility easement to the **POINT OF BEGINNING**; and,

The above described parcel contains 7,554.45 sq. ft. of temporary construction easement; and

Being a portion of the property conveyed to The Board of Trustees of Immanuel Baptist Church, Lexington, Kentucky, a Kentucky non-profit corporation, by Deed dated August 28, 2017, of record in Deed Book 3522, Page 442, in the Fayette County Clerk's Office.

TO HAVE AND TO HOLD said 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 temporary construction easement runs with the land for the duration of the improvement project and is binding upon the successors and assigns of

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

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 it is lawfully seized in fee simple of said property and has good right to sell and convey the same as herein done, and that it will **WARRANT GENERALLY** said title.

The obtaining of this easement was authorized by Resolution 153-2022, passed by the Lexington-Fayette Urban County Council on March 17, 2022. Pursuant to KRS 382.135(2)(a), this temporary construction easement, which pertains to a public utility, need not contain a statement of consideration.

IN TESTIMONY WHEREOF, the Grantor has signed this Temporary Construction Easement, this the day and year first above written.

GRANTOR:

THE BOARD OF TRUSTEES OF
IMMANUEL BAPTIST CHURCH,
LEXINGTON, KENTUCKY, a
Kentucky non-profit corporation

BY:



GREGG THORNTON,
CHAIRMAN

PREPARED BY:



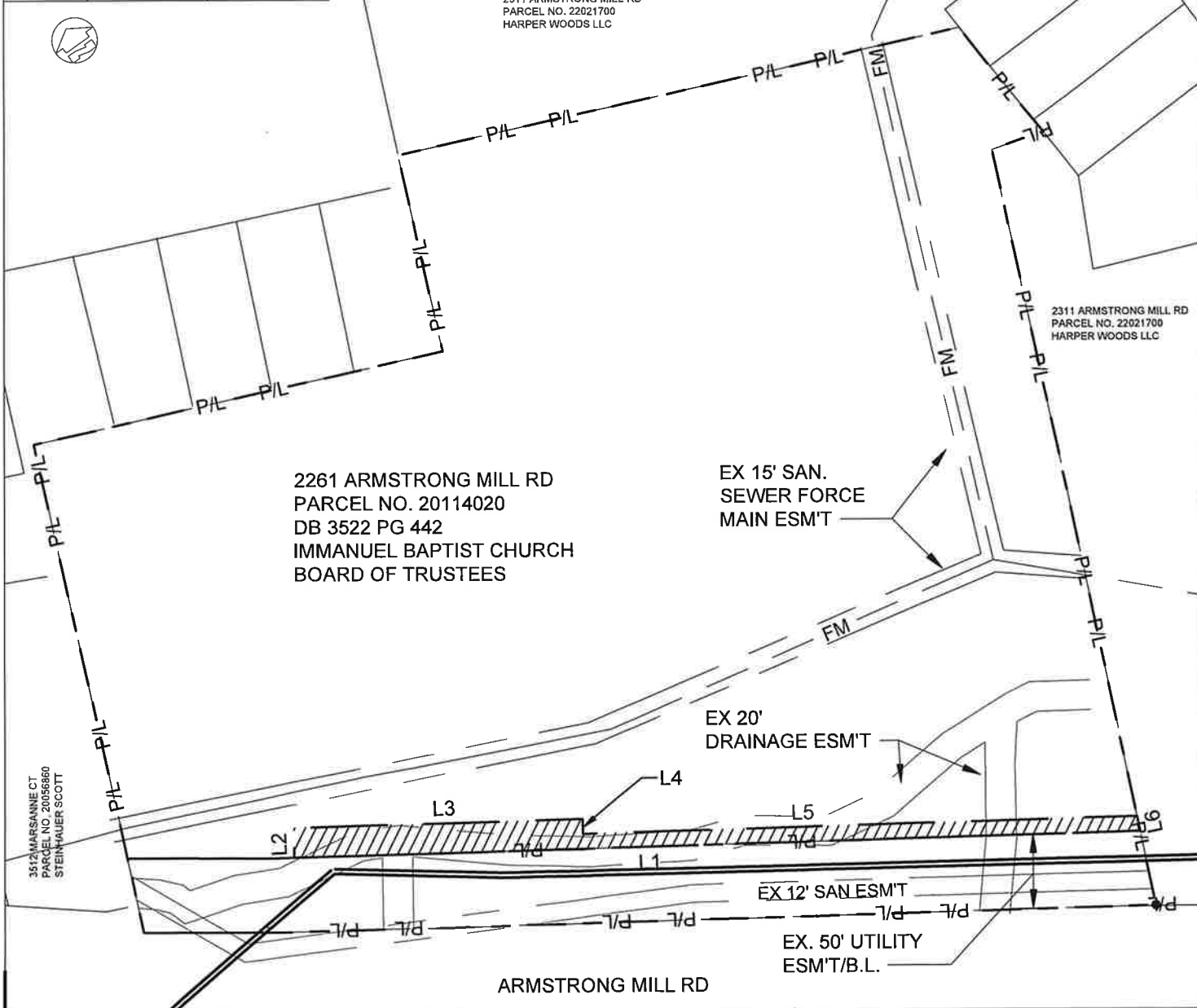
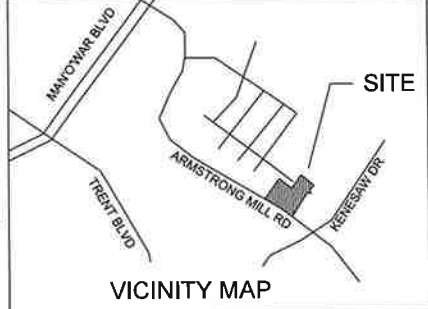
Evan P. Thompson,
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Lexington, Kentucky 40507
(859) 258-3500

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PARCEL LINE DATA		
LINE #	BEARING	DISTANCE
L1	S55°50'00"E	563.75'
L2	S34°10'00"W	20.00'
L3	N55°50'00"W	192.63'
L4	N34°16'00"E	10.00'
L5	N55°50'00"W	369.32'
L6	N23°52'00"E	10.16'

NOTES:

1. THE PURPOSE OF THIS EXHIBIT IS TO DELINEATE A PROPOSED CONVEYANCE FOR A SANITARY SEWER EASEMENT TO LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT.
2. THIS INFORMATION DOES NOT CONSTITUTE A BOUNDARY SURVEY AND SHALL NOT BE USED FOR PURPOSES OF LAND TRANSFER.



LEGEND:

- TEMPORARY CONSTRUCTION EASEMENT (7,554.56 SQ FT)

- PROPOSED SEWER LINE

SANITARY SEWER EASEMENT
 June 2, 2022
 IMMANUEL BAPTIST CHURCH
 BOARD OF TRUSTEES
 2261 ARMSTRONG MILL RD
 LEXINGTON, KY 40515

SCALE: 1"= 100'

LFUCG
 DIVISION OF WATER QUALITY
 EAST HICKMAN FORCE MAIN
 RMP PROJECT NO. EH-01

200 E MAIN STREET
 LEXINGTON, KY 40507

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: BOBBIE MARSTELLA ,dc

202208010025

August 1, 2022 9:19:20 AM

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