

DEED OF EASEMENT

This **PERMANENT SANITARY SEWER EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT** is made and entered into this the 14TH day of DECEMBER, 2022, by and between **JDW PROPERTIES, LLC**, a Kentucky limited liability company, 655 Elkin Station Road, Winchester, Kentucky 40391, 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 **FIVE HUNDRED DOLLARS AND 00/100 CENTS (\$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 Grantee, its successors and

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

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
Parkers Mill Trunk
Sewer Improvement Project
(a portion of 2370 Le Havre Road)

Tract A

All that strip or parcel of land situated on the southeast side of Le Havre Road and Versailles Road (US Highway 60) in Lexington, Fayette County, Kentucky, being more fully described and bounded as follows, to wit:

BEGINNING, at a common corner between Lots 20 and 21, as shown on the Amended Final Plat of Lot 4, Unit 1-A and Plat of Unit 2, Holiday Hills Subdivision (Plat Cabinet D, Slide 583), said point being in the westerly boundary line of the H.D. and Nellie Million Property (Plat Cabinet D, Slide 396);

Thence leaving the westerly boundary line of the H.D. and Nellie Million Property, with the northerly property line of Lot 20, North 63°10'12" West, a distance of 80.90 feet to a point;

Thence leaving to northerly property line of Lot 20, with a reference line through the lands of Lot 21, North 26°49' 48" West, a distance of 6.00 feet to the **TRUE POINT OF BEGINNING;**

Thence with an existing drainage and utility easement line, North 63°10' 12" West, a distance of 7.37 feet to a point;

Thence with an existing sanitary sewer easement line for two (2) calls:

- 1) North 41°19' 08" East, 32.34 feet to a point; and
- 2) North 54°17' 04" East, 19.99 feet to a point;

Thence with an existing utility and sanitary sewer easement line, South 01°04'51" West, a distance of 5.00 feet to a point;

Thence with a new permanent sanitary sewer easement line for two (2) calls:

- 1) South 54°17'04" West, 16.05 feet to a point; and
- 2) South 35°40'15" West, 30.68 feet to the **TRUE POINT OF BEGINNING**; and,

The above-described parcel contains 0.006 Acres (250 sq. ft.) of permanent easement; and

Tract B

All that strip or parcel of land situated on the southeast side of Le Havre Road and Versailles Road (US Highway 60) in Lexington, Fayette County, Kentucky, being more fully described and bounded as follows, to wit:

BEGINNING, at a common corner between Lots 20 and 21, as shown on the Amended Final Plat of Lot 4, Unit 1-A and Plat of Unit 2, Holiday Hills Subdivision (Plat Cabinet D, Slide 583), said point being in the westerly boundary line of the H.D. and Nellie Million Property (Plat Cabinet D, Slide 396);

Thence with the westerly boundary line of the H.D. and Nellie Million Property, North 01°04'51" East, a distance of 87.00 feet to a point, said point being a common corner between Lots 21 and 22;

Thence leaving westerly boundary line of the H.D. and Nellie Million Property, with the southerly property line of Lot 22, North 71°56' 59" West, a distance of 47.40 feet to a point;

Thence leaving the southerly property line of Lot 22, with a reference line through the lands of Lot 21, South 18°03'01" West, a distance of 6.00 feet to the **TRUE POINT OF BEGINNING**;

Thence with an existing drainage and utility easement line, South 71°56'59 " East, a distance of 4.96 feet to a point;

Thence with an existing sanitary sewer easement line for two (2) calls:

- 1) South 54°17'04" West, a distance of 27.41 feet to a point; and
- 2) South 41°19'08" West, a distance of 36.80 feet to a point;

Thence with an existing drainage and utility easement line, North 63°10'12" West, a distance of 0.48 feet to a point;

Thence with a new permanent sanitary sewer easement line for two (2) calls:

- 1) North 35°40'15" East, a distance of 37.07 feet to a point;
- 2) North 54°17'04" East, a distance of 25.44 feet to the TRUE POINT OF BEGINNING; and,

The above-described parcel contains 0.004 Acres (190 sq. ft.) of permanent easement; an

Tract A and B, being a portion of the property conveyed to JDW Properties, LLC, a Kentucky limited liability company, by Deed dated June 27, 2018, of record in Deed Book 3599, Page 99, 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 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 Easement
Parkers Mill Trunk
Sewer Improvement Project
(a portion of 2370 Le Havre Road)

Tract C

All that strip or parcel of land situated on the southeast side of Le Havre Road and Versailles Road (US Highway 60) in Lexington, Fayette County, Kentucky, being more fully described and bounded as follows, to wit:

BEGINNING, at a common corner between Lots 20 and 21, as shown on the Amended Final Plat of Lot 4, Unit 1-A and Plat of Unit 2, Holiday Hills Subdivision (Plat Cabinet D, Slide 583), said point being in the westerly boundary line of the H.D. and Nellie Million Property (Plat Cabinet D, Slide 396);

Thence leaving the westerly boundary line of the H.D. and Nellie Million Property, with the northerly property line of Lot 20, North $63^{\circ}10'12''$ West, a distance of 80.90 feet to a point;

Thence leaving to northerly property line of Lot 20, with a reference line through the lands of Lot 21, North $26^{\circ}49'48''$ West, a distance of 6.00 feet to the **TRUE POINT OF BEGINNING**;

Thence with a new permanent sanitary sewer easement line for two (2) calls:

- 1) North $35^{\circ}40'15''$ East, a distance of 30.68 feet to a point; and
- 2) North $54^{\circ}17'04''$ East, a distance of 16.05 feet to a point;

Thence with an existing utility and sanitary sewer easement line, South $01^{\circ}04'51''$ West, a distance of 12.49 feet to a point;

Thence with a new temporary construction easement line for two (2) calls:

- 1) South $54^{\circ}17'04''$ West, a distance of 6.93 feet to a point; and
- 2) South $35^{\circ}40'15''$ West, a distance of 27.48 feet to a point;

Thence with an existing drainage and utility easement line, North $63^{\circ}10'12''$ West, a distance of 10.12 feet to the **TRUE POINT OF BEGINNING**; and,

The above described parcel contains 0.010 Acres (406 sq. ft.) of temporary construction easement; and

Tract D

All that strip or parcel of land situated on the southeast side of Le Havre Road and Versailles Road (US Highway 60) in Lexington, Fayette County, Kentucky, being more fully described and bounded as follows, to wit:

BEGINNING, at a common corner between Lots 20 and 21, as shown on the Amended Final Plat of Lot 4, Unit 1-A and Plat of Unit 2, Holiday Hills Subdivision (Plat Cabinet D, Slide 583), said point being in the westerly boundary line of the H.D. and Nellie Million Property (Plat Cabinet D, Slide 396);

Thence with the westerly boundary line of the H.D. and Nellie Million Property, North 01°04' 51" East, a distance of 87.00 feet to a point, said point being a common corner between Lots 21 and 22;

Thence leaving westerly boundary line of the H.D. and Nellie Million Property, with the southerly property line of Lot 22, North 71°56' 59" West, a distance of 47.40 feet to a point;

Thence leaving the southerly property line of Lot 22, with a reference line through the lands of Lot 21, South 18°03' 01" West, a distance of 6.00 feet to the **TRUE POINT OF BEGINNING**;

Thence with a new permanent sanitary sewer easement line for two (2) calls:

- 1) South 54°17'04" West, a distance of 25.44 feet to a point; and
- 2) South 35°40'15" West, a distance of 37.07 feet to a point;

Thence with an existing drainage and utility easement line, North 63°10'12" West, a distance of 1.45 feet to a point;

Thence with a new temporary construction easement line, North 18°03'01" East, a distance of 55.62 feet to a point;

Thence with an existing drainage and utility easement line, South 71°56'59" East, a distance of 27.69 feet to the **TRUE POINT OF BEGINNING**; and,

The above described parcel contains 0.015 Acres (662 sq. ft.) of temporary construction easement; and

Tract C and D, being a portion of the property conveyed to JDW Properties, LLC, a Kentucky limited liability company, by Deed dated June 27, 2018, of record in Deed Book 3599, Page 99, 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 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 construction 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 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.

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

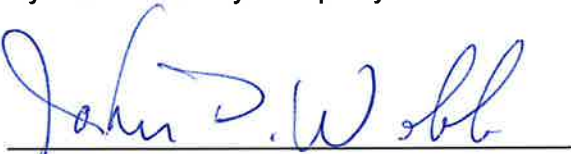
hereby covenant to and with the Grantee, its successors and assigns forever, that it is lawfully seized in fee simple of said property and has good right to sell and convey the easements as herein done, and that it will **WARRANT GENERALLY** said title.

The obtaining of this easement was authorized by Resolution 460-2022, passed by the Lexington-Fayette Urban County Council on August 30, 2022. 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:

JDW PROPERTIES, LLC, a
Kentucky limited liability company

BY: 

JOHN D. WEBB,
MANAGER

COMMONWEALTH OF KENTUCKY)
)
COUNTY OF FAYETTE)

This instrument was acknowledged, subscribed and sworn to before me by John D. Webb, as a Manager, for and on behalf of JDW Properties, LLC, a Kentucky limited liability company, on this the 14TH day of DECEMBER, 2022.



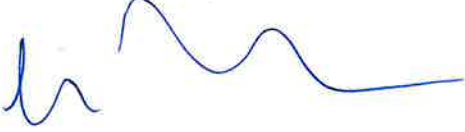


Notary Public, Kentucky, State-at-Large

My Commission Expires: 05/10/2025

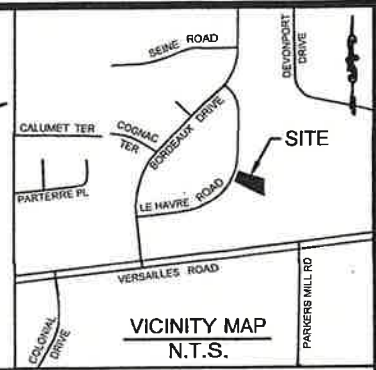
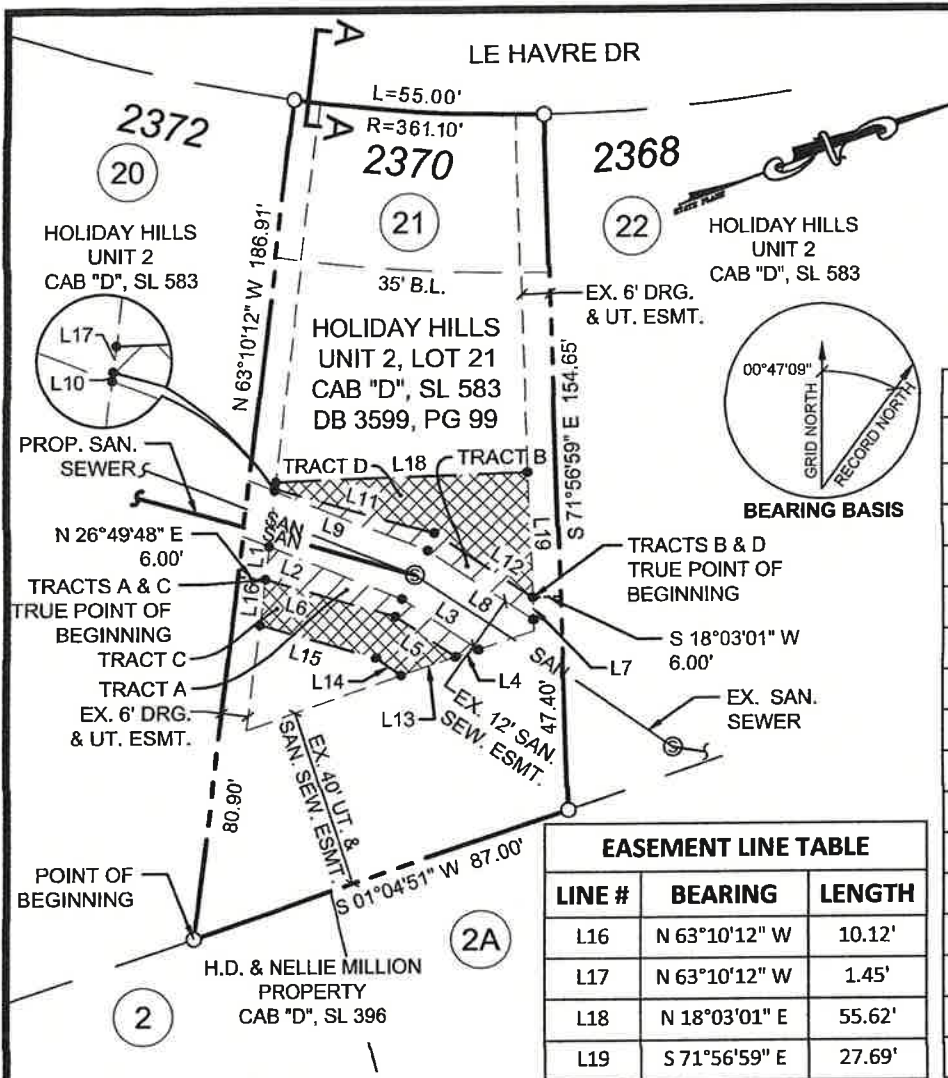
Notary ID # KYNP27704

PREPARED BY:



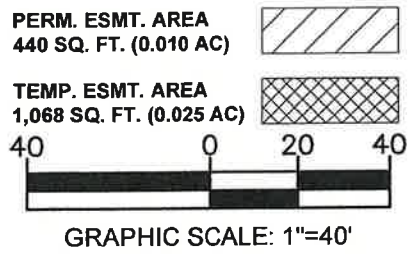
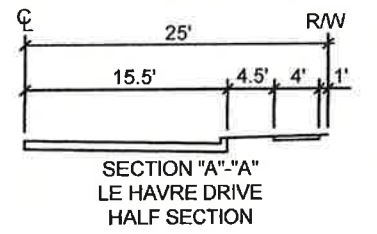
EVAN P. THOMPSON,
Attorney Sr.
Lexington-Fayette Urban
County Government
Department of Law, 11th Floor
200 East Main Street
Lexington, Kentucky 40507
(859) 258-3500

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EASEMENT LINE TABLE		
LINE #	BEARING	LENGTH
L1	N 63°10'12" W	7.37'
L2	N 41°19'08" E	32.34'
L3	N 54°17'04" E	19.99'
L4	S 01°04'51" W	5.00'
L5	S 54°17'04" W	16.05'
L6	S 35°40'15" W	30.68'
L7	S 71°56'59" E	4.96'
L8	S 54°17'04" W	27.41'
L9	S 41°19'08" W	36.80'
L10	N 63°10'12" W	0.48'
L11	N 35°40'15" E	37.07'
L12	N 54°17'04" E	25.44'
L13	S 01°04'51" W	12.49'
L14	S 54°17'04" W	6.93'
L15	S 35°40'15" W	27.48'

EASEMENT LINE TABLE		
LINE #	BEARING	LENGTH
L16	N 63°10'12" W	10.12'
L17	N 63°10'12" W	1.45'
L18	N 18°03'01" E	55.62'
L19	S 71°56'59" E	27.69'



- NOTES:**
1. THE PROPERTY BOUNDARIES AND EASEMENTS SHOWN HEREON ARE BASED ON THE RECORD DESCRIPTION (DEED BOOK 3599, PAGE 99) AND CORRESPONDING PLAT (CABINET "D" SLIDE 583) OF RECORD IN THE FAYETTE COUNTY CLERK'S OFFICE. THE ORIGIN OF BEARINGS SHOWN HEREON IS BASED ON THE NORTH AMERICAN DATUM OF 1983, STATE PLANE KENTUCKY NORTH ZONE AS OBSERVED FROM KYCORS STATION "KYTG" USING A TRIMBLE R12, DUAL FREQUENCY RECEIVER.
 2. THE PURPOSE OF THIS EXHIBIT IS TO DELINEATE A PROPOSED CONVEYANCE FOR A PERMANENT SANITARY SEWER EASEMENT AND A TEMPORARY CONSTRUCTION EASEMENT TO LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT.
 3. IN ADDITION TO THE EASEMENTS SHOWN HEREON, THERE IS A RETENTION AND DRAINAGE EASEMENT NOT SHOWN ALONG THE BACK OF THE PROPERTY. SEE THE ABOVE REFERENCED PLAT FOR DETAILS.
 4. THIS INFORMATION DOES NOT CONSTITUTE A BOUNDARY SURVEY AND SHALL NOT BE USED FOR PURPOSES OF LAND TRANSFER.

SANITARY SEWER EASEMENT EXHIBIT
JDW PROPERTIES, LLC
2370 LE HAVRE ROAD
PARKERS MILL TRUNK SEWER REPLACEMENT
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
LEXINGTON, KENTUCKY

FIGURE 1
 2815.304

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

202212160066

December 16, 2022 9:46:15 AM

Fees \$65.00 Tax \$.00

Total Paid \$65.00

THIS IS THE LAST PAGE OF THE DOCUMENT

11 Pages

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