

DEED OF EASEMENT

This **PERMANENT SANITARY SEWER EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT** is made and entered into this the 22 day of April, 2021, by and between **GERALD W. BRUMFIELD and GLENDA BRUMFIELD, husband and wife**, 1461 Stephen Foster 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 **TWO HUNDRED FIFTY-SEVEN DOLLARS AND 00/100 DOLLARS (\$257.00)**, 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, 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
Southeastern Hills Trunk Sewer Improvement Project
(a portion of 1461 Stephen Foster Drive)

All that tract or parcel of land situated on the south side of Stephen Foster Drive east of Crosby Drive in Lexington,

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

Fayette County, Kentucky, and being more fully described and bounded as follows:

BEGINNING at a point in the southerly right of way line of Stephen Foster Drive, said point also being a common corner between lots 48 and 49, Block "D" as shown on the Final Record Plan of Melody Village Unit 2A-B, (Cabinet A, Slide 283);

Thence leaving the southerly right of way line of Stephen Foster Drive and with the easterly property line of Lot 49, S 22° 53' 42" W, 91.54 feet to the **TRUE POINT OF BEGINNING**;

Thence leaving the easterly property line of Lot 49 and with a new permanent sanitary sewer easement line through the lands of Lot 48 for two (2) calls:

- 1) S 64° 23' 07" E, 14.72 feet to a point; and
- 2) S 38° 16' 09" E, 19.98 feet to a point in an existing wl. drainage, sanitary, storm sewer, and utility easement;

Thence continuing with the existing wl. drainage, sanitary, storm sewer, and utility easement, N 65° 09' 18" W, 32.22 feet to a point in the easterly property line of the aforesaid Lot 49;

Thence with the easterly property line of Lot 49, N 22° 53' 42" E, 9.24 feet to the **TRUE POINT OF BEGINNING**; and,

The above-described parcel contains 213 square feet (0.0005 Acres) of permanent easement; and

Being a portion of the property conveyed to Gerald W. Brumfield and Glenda Brumfield, husband and wife, by Deed dated September 14, 1972, of record in Deed Book 1058, Page 556, 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
Southeastern Hills Trunk Sewer Improvement Project
(a portion of 1461 Stephen Foster Drive)

All that tract or parcel of land situated on the south side of Stephen Foster Drive east of Crosby Drive in Lexington, Fayette County, Kentucky, and being more fully described and bounded as follows:

BEGINNING at a point in the southerly right of way line of Stephen Foster Drive, said point also being a common corner between lots 48 and 49, Block "D" as shown on the Final Record Plan of Melody Village Unit 2A-B, (Cabinet A, Slide 283);

Thence leaving the southerly right of way line of Stephen Foster Drive and with the easterly property line of Lot 49, S 22° 53' 42" W, 81.53 feet to the **TRUE POINT OF BEGINNING**;

Thence leaving the easterly property line of Lot 49 and with a new temporary construction easement line through the lands of Lot 48 for two (2) calls:

- 1) S 64° 23' 07" E, 21.68 feet to a point; and
- 2) S 05° 44' 02" E, 22.01 feet to a point;

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

- 1) N 38° 16' 09" W, 19.98 feet to a point; and
- 2) N 64° 23' 07" W, 14.72 feet to a point in the easterly property line of the aforesaid Lot 49;

Thence with the easterly property line of Lot 49, N 22° 53' 42" E, 10.01 feet to the **TRUE POINT OF BEGINNING**; and,

The above-described parcel contains a total area of 301 square feet (0.007 Acres) of temporary construction easement;

Being a portion of the property conveyed to Gerald W. Brumfield and Glenda Brumfield, husband and wife, by Deed dated September 14, 1972, of record in Deed Book 1058, Page 556, 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 456-2020, passed by the Lexington-Fayette Urban County Council on October 8, 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 Grantors have signed this Deed of Easement, this the day and year first above written.

GRANTORS:

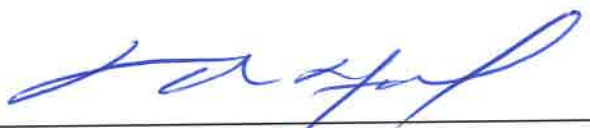
BY: Gerald W. Brumfield
GERALD W. BRUMFIELD

BY: Glenda Brumfield
GLENDA BRUMFIELD

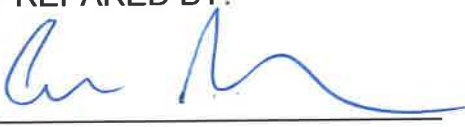
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COMMONWEALTH OF KENTUCKY)
)
COUNTY OF FAYETTE)

This instrument was acknowledged, subscribed and sworn to before me by Gerald W. Brumfield and Glenda Brumfield, husband and wife, on this the 22 day of April, 2021.

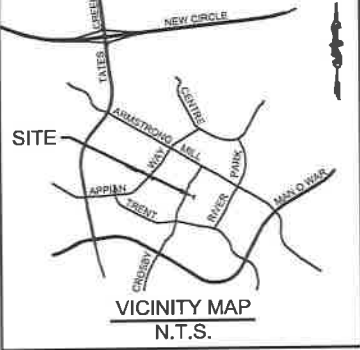
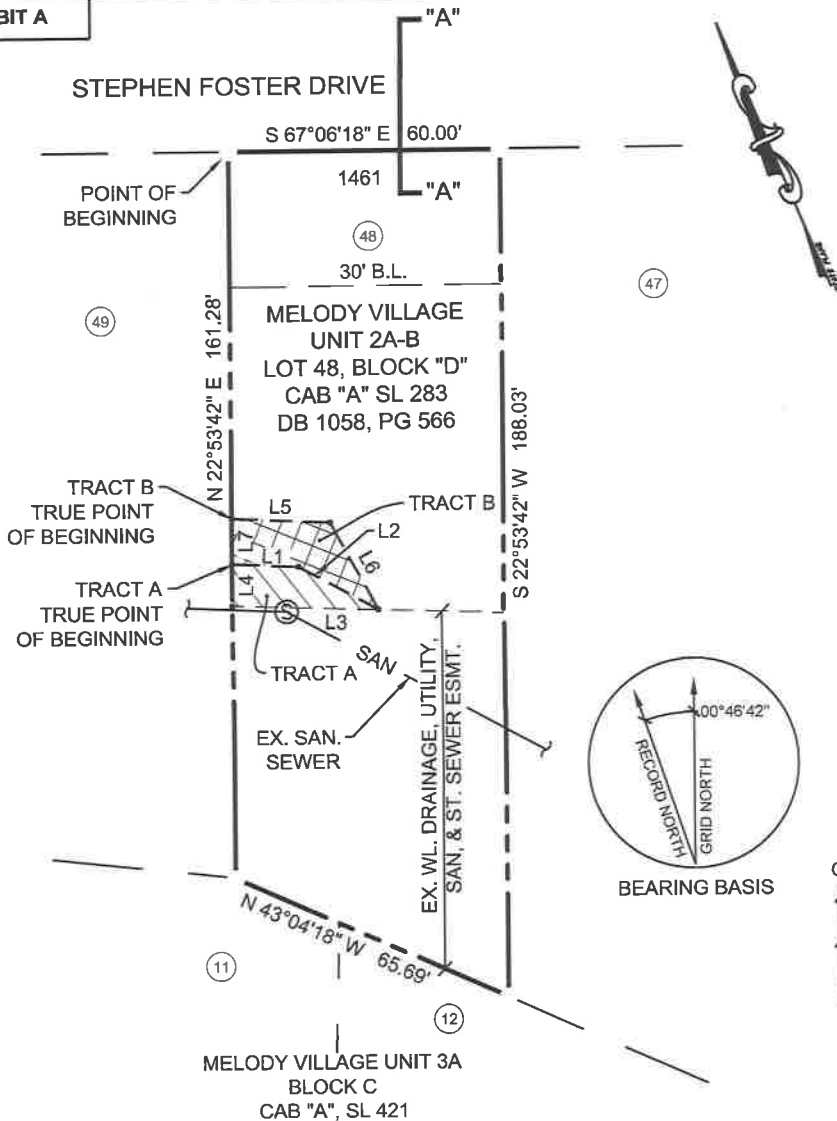


Notary Public, Kentucky, State-at-Large
My Commission Expires: 06/06/2024
Notary ID # KYMP516

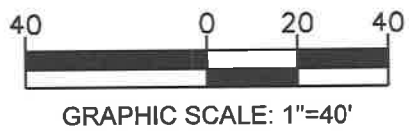
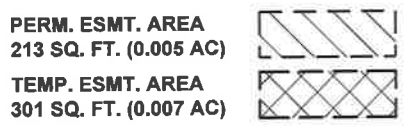
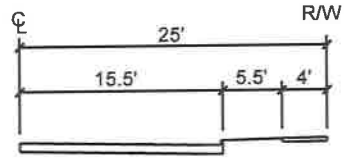
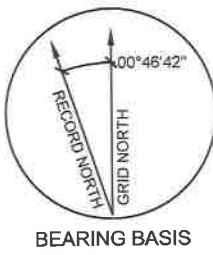
PREPARED BY:


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

EXHIBIT A



EASEMENT LINE TABLE		
LINE #	LENGTH	BEARING
L1	14.72'	S 64°23'07" E
L2	19.98'	S 38°16'09" E
L3	32.22'	N 65°09'18" W
L4	9.24'	N 22°53'42" E
L5	21.68'	S 64°23'07" E
L6	22.01'	S 05°44'02" E
L7	10.01'	N 22°53'42" E



- NOTES:**
1. THE PROPERTY BOUNDARIES AND EASEMENTS SHOWN HEREON ARE BASED ON THE PLAT (CABINET A, SLIDE 283) OF RECORD IN THE FAYETTE COUNTY CLERK'S OFFICE. THE ORIGIN OF BEARINGS SHOWN HEREON ARE BASED ON THE NORTH AMERICAN DATUM OF 1983, STATE PLANE KENTUCKY NORTH AS OBSERVED FROM KYCORS STATION "KYTG" USING A TRIMBLE R10, 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. THIS INFORMATION DOES NOT CONSTITUTE A BOUNDARY SURVEY AND SHALL NOT BE USED FOR PURPOSES OF LAND TRANSFER.

SANITARY SEWER EASEMENT EXHIBIT
GERALD W & GLENDA BRUMFIELD
1461 STEPHEN FOSTER DRIVE
SOUTHEASTERN HILLS TRUNK SEWER IMPROVEMENTS
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
LEXINGTON, KENTUCKY



FIGURE 1

AUGUST 2020 2815.046

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

202104290004

April 29, 2021

9:41:58 AM

Fees	\$56.00	Tax	\$.00
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Total Paid	\$56.00
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8 Pages

424 - 431