

DEED OF EASEMENT

This **PERMANENT SANITARY SEWER EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT** is made and entered into this the 13th day of July, 2018, by and between **PINNACLE HOMEOWNERS ASSOCIATION, INC.**, a Kentucky non-profit corporation, c/o EMG Management Services, 141 Prosperous Place, Suite 21B, Lexington, Kentucky 40509, 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 **SIX THOUSAND EIGHT HUNDRED SIXTY DOLLARS AND 00/100 DOLLARS (\$6,860.00)**, 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 assigns, the permanent right to lay, construct, operate, repair, reconstruct and remove a sanitary sewer, improvements and appurtenances thereto, which sanitary sewer and appurtenances shall be of such dimension, character, construction and use determined by Grantee along, through, under, 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:

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

611

Permanent Sanitary Sewer Easement
(a portion of 4250 Clearwater Way)
West Hickman Trunk Line B and C

Beginning at a point in the southern line of the parcel conveyed to LFUCG in Deed Book 2294, Page 54 depicted as Coons Property in Plat Cabinet L, Slide 691. Said point being South 82°01'54" West 172.15 feet from a found 5/8" dia. Rebar with cap stamped "EAP LS 2115", the northwest corner of Pinnacle Subdivision, Unit 2 as recorded in Plat Cabinet L, Slide 787, of the Fayette County Clerk's records; thence with a new severance line for five (5) calls:

South 01°26'22" East 420.94 feet; thence South 15°50'33" West 344.06 feet; thence South 43°29'33" West 172.47 feet; thence South 15°50'53" West 427.46 feet; thence South 20°57'30" West 53.35 feet to a point on the southern right-of-way line of Clearwater Way as depicted in Plat Cabinet K, Slide 60; thence with said right-of-way line for one (1) call:

Along a curve to the left having a Radius of 971.39 feet, a Delta Angle of 02°22'22" and a Long Chord of North 62°57'47" West 40.23 feet; thence with a new severance line for five (5) calls:

North 20°57'30" East 48.19 feet; thence North 15°50'53" East 436.41 feet; thence North 43°29'33" East 172.47 feet; thence North 15°50'33" East 328.14 feet; thence North 01°26'22" West 410.45 feet to a point on the southern line of said LFUCG parcel; thence with said line of one (1) call:

North 82°15'51" East 40.24 feet, to the Point of Beginning.

The above described parcel contains .1.293 Acres of permanent easement; and

Being a portion of the same property conveyed to the Pinnacle Homeowners Association, Inc., a Kentucky non-profit corporation, by deed dated February 6, 2006, of record in Deed Book 2621, Page 669, of record 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
(a portion of 4250 Clearwater Way)
West Hickman Trunk Line B and C

Easement "A"

Beginning at a point in the southern line of the parcel conveyed to LFUCG in Deed Book 2294, Page 54 depicted as Coons Property in Plat Cabinet L, Slide 691. Said point being the northwest corner of the above described 40' Permanent Easement; thence with the line of said LFUCG for one (1) call:

South 82°15'51" West 20.12 feet; thence with a new severance line, parallel with and 20 feet from the western line of said Permanent Easement for five (5) calls:

South 01°26'22" East 405.20 feet; thence South 15°50'33" West 320.18 feet; thence South 43°29'33" West 172.47 feet; thence South 15°50'53" West 440.44 feet; thence South 20°57'30" West 44.54 feet to a point on the southern right-of-way line of Clearwater Way as depicted in Plat Cabinet K, Slide 60; thence with said right-of-way for one (1) call:

Along a curve to the left having a Radius of 971.39 feet, a Delta Angle of 01°11'279" and a Long Chord of South 61°10'53" East 20.19 feet to the southwest corner of the above described 40' Permanent Easement; thence with the western line of said Permanent Easement for five (5) calls:

North 20°57'30" East 48.19 feet; thence North 15°50'53" East 436.41 feet; thence North 43°29'33" East 172.47 feet; thence North 15°50'33" East 328.14 feet; thence North 01°26'22" West 410.45 feet to the Point of Beginning.

The above described parcel contains 0.638 Acres of temporary construction easement; and

Easement "B"

Beginning at a point in the southern line of the parcel conveyed to LFUCG in Deed Book 2294, Page 54 depicted as Coons Property in Plat Cabinet L, Slide 691. Said point being the northeast corner of the above described 40' Permanent Easement; thence with the eastern line of said Permanent Easement for five (5) calls:

South 01°26'22" East 420.94 feet; thence South 15°50'33" West 344.06 feet; thence South 43°29'33" West 172.47 feet; thence South 15°50'53" West 427.46 feet; thence South 20°57'30" West 53.35 feet to a point on the southern right-of-way line of Clearwater Way as depicted in Plat Cabinet K, Slide 60; thence with said right-of-way for one (1) call:

Along a curve to the left having a Radius of 971.39 feet, a Delta Angle of 01°10'59" and a Long Chord of South 64°44'28" East 20.06 feet; thence with a new severance line for three (3) calls:

North 20°57'30" East 55.74 feet; thence North 15°51'31" East 425.21 feet; thence North 43°29'33" East 172.47 feet to a point on the line of Lot 124 of Pinnacle Subdivision, Unit 2 as recorded in Plat Cabinet L, Slide 787; thence with the line of Lots 124, 125, 126, 127, 128, 129 and 130 for four (4) calls:

North 08°13'25" East 14.76 feet; thence North 11°35'04" East 70.34 feet; thence North 13°46'53" East 69.56 feet; thence North 18°03'54" East 201.55 feet; thence with a new severance line for one (1) call:

North 01°26'22" West 426.19 feet to a point on the southern line of said LFUCG parcel; thence with said line for one (1) call:

South 82°15'51" West 20.12 feet to the Point of Beginning.

The above described parcel contains 0.605 Acres of temporary construction easement; and,

Being a portion of the same property conveyed to the Pinnacle Homeowners Association, Inc., a Kentucky non-profit corporation, by deed dated February 6, 2006, of record in Deed Book 2621, Page 669, of record 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.

In the event the surface of any easement area is disturbed by the Grantee during the construction project and any future activities in relation to the easement, such area shall be restored to an equal or better condition than when the construction began.

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 No. 262-2017 passed by the Lexington-Fayette Urban County Council on May 11, 2017.

Pursuant to KRS 382.135(2)(a), this Deed of Easement, which conveys public utility easements, need not contain a certificate of consideration. Pursuant to KRS 142.050, this public utility easement is exempt from real-estate transfer tax.

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

GRANTOR:

PINNACLE HOMEOWNERS ASSOCIATION, INC., a
Kentucky non-profit corporation


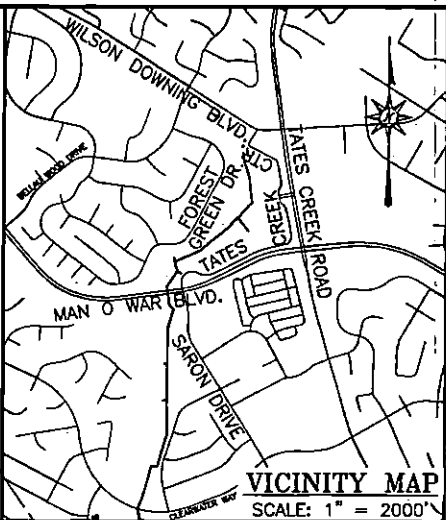
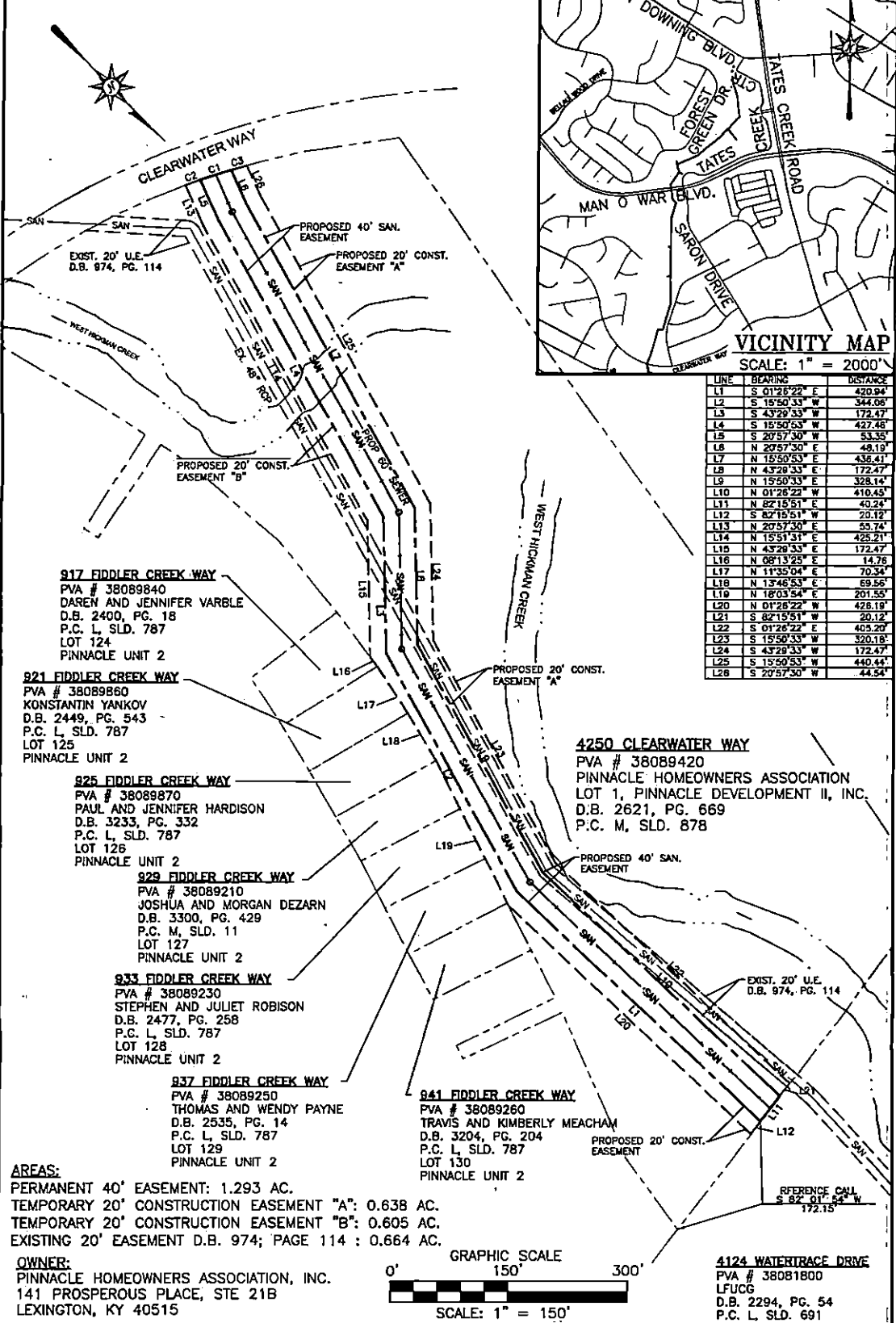
BY: 
CHRISTOPHER P. FARRIS,
ATTORNEY AND AUTHORIZED AGENT

EXHIBIT "A"

CURVE #	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	871.39	40.23	40.33	N 62°57'47" W	02°22'22"
C2	971.39	26.08	26.08	S 84°44'28" E	01°10'59"
C3	871.39	26.18	26.18	S 81°10'53" E	01°11'27"



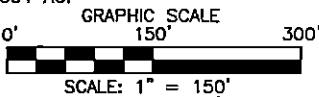
LINE	BEARING	DISTANCE
L1	S 01°26'22" E	420.94'
L2	S 15°50'33" W	344.06'
L3	S 43°29'33" W	172.47'
L4	S 15°50'33" W	427.46'
L5	S 20°57'30" W	53.35'
L6	N 20°57'30" E	48.19'
L7	N 15°50'33" E	436.41'
L8	N 43°29'33" E	172.47'
L9	N 15°50'33" E	328.14'
L10	N 01°26'22" W	410.43'
L11	N 82°15'51" E	40.24'
L12	S 82°15'51" W	20.12'
L13	N 20°57'30" E	55.74'
L14	N 15°51'31" E	425.21'
L15	N 43°29'33" E	172.47'
L16	N 08°13'25" E	14.76'
L17	N 11°35'04" E	70.34'
L18	N 13°46'53" E	69.56'
L19	N 18°03'54" E	201.53'
L20	N 01°26'22" W	428.19'
L21	S 82°15'51" W	20.12'
L22	S 01°26'22" E	405.20'
L23	S 15°50'33" W	320.18'
L24	S 43°29'33" W	172.47'
L25	S 15°50'33" W	440.44'
L28	S 20°57'30" W	44.54'

- 917 FIDDLER CREEK WAY**
PVA # 38089840
DAREN AND JENNIFER VARBLE
D.B. 2400, PG. 18
P.C. L. SLD. 787
LOT 124
PINNACLE UNIT 2
- 921 FIDDLER CREEK WAY**
PVA # 38089860
KONSTANTIN YANKOV
D.B. 2449, PG. 543
P.C. L. SLD. 787
LOT 125
PINNACLE UNIT 2
- 925 FIDDLER CREEK WAY**
PVA # 38089870
PAUL AND JENNIFER HARDISON
D.B. 3233, PG. 332
P.C. L. SLD. 787
LOT 126
PINNACLE UNIT 2
- 929 FIDDLER CREEK WAY**
PVA # 38089210
JOSHUA AND MORGAN DEZARN
D.B. 3300, PG. 429
P.C. M. SLD. 11
LOT 127
PINNACLE UNIT 2
- 933 FIDDLER CREEK WAY**
PVA # 38089230
STEPHEN AND JULIE ROBISON
D.B. 2477, PG. 258
P.C. L. SLD. 787
LOT 128
PINNACLE UNIT 2
- 937 FIDDLER CREEK WAY**
PVA # 38089250
THOMAS AND WENDY PAYNE
D.B. 2535, PG. 14
P.C. L. SLD. 787
LOT 129
PINNACLE UNIT 2
- 941 FIDDLER CREEK WAY**
PVA # 38089260
TRAVIS AND KIMBERLY MEACHAM
D.B. 3204, PG. 204
P.C. L. SLD. 787
LOT 130
PINNACLE UNIT 2

4250 CLEARWATER WAY
PVA # 38089420
PINNACLE HOMEOWNERS ASSOCIATION
LOT 1, PINNACLE DEVELOPMENT II, INC.
D.B. 2621, PG. 669
P.C. M. SLD. 878

AREAS:
PERMANENT 40' EASEMENT: 1.293 AC.
TEMPORARY 20' CONSTRUCTION EASEMENT "A": 0.638 AC.
TEMPORARY 20' CONSTRUCTION EASEMENT "B": 0.605 AC.
EXISTING 20' EASEMENT D.B. 974; PAGE 114 : 0.664 AC.

OWNER:
PINNACLE HOMEOWNERS ASSOCIATION, INC.
141 PROSPEROUS PLACE, STE 21B
LEXINGTON, KY 40515



4124 WATERTRACE DRIVE
PVA # 38081800
LFUGG
D.B. 2294, PG. 54
P.C. L. SLD. 691

Environmental, Civil Engineering Consultants, Land Surveying
128 E. Reynolds Rd, Suite 150, Lexington, KY 40517
Ph. (859) 559-0516 - Fax: (859) 523-0095
www.visionengr.com

EXHIBIT SHOWING
SANITARY SEWER EASEMENT
TO BE ACQUIRED FROM
PINNACLE HOMEOWNERS ASSOCIATION, INC.
4250 CLEARWATER DRIVE
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: PATTY DAVIS ,dc

201810220064

October 22, 2018 10:24:28 AM

Fees	\$32.00	Tax	\$.00
------	---------	-----	--------

Total Paid	\$32.00
------------	---------

THIS IS THE LAST PAGE OF THE DOCUMENT

9 Pages

70 - 78