

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
Asset Acquisition/Disposal for Land & Buildings

- | | |
|--|----------------------------------|
| 1. Address: A portion of 2233 Versailles Road (Easement) | 10. Acquisition Cost: \$1,941.33 |
| 2. Property Name: Same | 11. Taxes, Liens Assumed: N/A |
| 3. Type of Asset: L | 12. Title Search Costs: \$0 |
| 4. Source Funds: 4003-303408-92811 | 13. Legal Fees: N/A |
| 5. Division: Water Quality | 14. Appraisal Costs: \$0 |
| 6. Acquisition Date: September 4, 2019 | 15. FMV: \$1,941.33 |
| 7. Acquisition Method: P | 16. FMV Date: September 4, 2019 |
| 8. Acreage: N/A | 17. Disposal Date: N/A |
| 9. Square Footage: 5,109.07 | 18. Disposal Price: N/A |
| | 19. Disposal Method: N/A |

 09/30/2019

 Signature Date

Asset Codes
 B – Buildings
 L – Land

Acquisition Codes
 P – Purchase
 D – Donation
 F – Forfeiture
 C – Construction

Disposal Codes
 SA - Sale
 SC – Scrapping
 T – Trade-in
 D – Disposal
 IC – Involuntary Conversion

Forward to: Department of Finance

FINANCE DEPARTMENT ONLY

Inventory # _____

Related Inventory # _____

Asset Fund # _____

Date Built _____

Acquisition Value _____

G/L Date _____

Res. No. 59-2019 passed 02/07/2019

Signed:  _____
 Council Clerk's Office

DEED OF EASEMENT

This **PERMANENT SANITARY SEWER EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT** is made and entered into this the 4th day of September, 2019, by and between **MERRYMAN INVESTMENT VII, LLC**, a **Kentucky limited liability company**, 810 S. 4th Street, Danville, Kentucky 40422, 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 **ONE THOUSAND NINE HUNDRED FORTY-ONE DOLLARS AND 33/100 DOLLARS (\$1,941.33)**, 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, 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
Wolf Run Trunks B & C Sanitary
Sewer Improvement Project
(a portion of 2233 Versailles Road)

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

(CF)

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COMMENCING at a point in the north right-of-way of Versailles Road, being a common corner with 2233 Versailles Road (Merryman Investment VII, LLC, Deed Book 2669, Page 344) and 2285 Versailles Road (ZC Pharmacy SUB DST, Store 10801, Deed Book 3180, Page 532); thence along the north right-of-way of Versailles Road, N 84°25'59" E, a distance of 23.70 feet, to the **TRUE POINT OF BEGINNING**; thence leaving said right-of-way and with a permanent easement, N 01°44'32" W, a distance of 37.08 feet; thence N 02°39'12" W, a distance of 142.28 feet; thence S 65°55'54" W, a distance of 33.05 feet, to a point in the common line of 2223 and 2285 Versailles Road; thence along said common line, N 04°52'01" W, a distance of 21.38 feet, to a common corner with 2233 Versailles Road, 2285 Versailles Road and 2220 Devonport Drive (King Henry Apartments, LLC, Deed Book 3419, Page 708; thence along the common line of 2233 Versailles and 2220 Devonport Drive, N 84°25'51" E, a distance of 212.68 feet, to a common corner with 2223 and 2225 Versailles Road (Fifth Third Bank, Deed Book 3053, Page 113); thence along the common line of 2233 and 2225 Versailles Road, S 05°34'01" E, a distance of 3.34 feet; thence leaving said common line and with a permanent easement, S 83°17'03" W, a distance of 161.38 feet; thence S 02°39'12" E, a distance of 147.79 feet; thence S 01°44'32" E, a distance of 35.90 feet, to a point in the north right-of-way of Versailles Road; thence S 84°25'59" W, a distance of 20.04 feet, to the **POINT OF BEGINNING**; and,

The above described parcel contains 5,109.07 square feet of permanent easement; and

Being a portion of the same property conveyed to Merryman Investment VII, LLC, a Kentucky limited liability company, by deed dated August 18, 2006, of record in Deed Book 2669, Page 344, 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
Wolf Run Trunks B & C Sanitary
Sewer Improvement Project
(a portion of 2233 Versailles Road)

COMMENCING, at a point in the north right-of-way of Versailles Road, being a common corner with 2233 Versailles Road (Merryman Investment VII, LLC, Deed Book 2669, Page 344) and 2285 Versailles Road (ZC Pharmacy SUB DST, Store 1081, Deed Book 3180, Page 532); thence along the north right-of-way of Versailles Road, N 84°25'59" E, a distance of 13.68 feet, to the **TRUE POINT OF BEGINNING**; thence leaving said right-of-way and with a temporary easement, N 01°44'32" W, a distance of 37.67 feet; thence N 02°39'12" W, a distance of 127.54 feet; thence S 65°55'54" W, a distance of 21.87 feet, to a point in the common line of 2223 and 2285 Versailles Road; thence along said common line, N 04°52'01" W, a distance of 31.97 feet, to the common corner with 2233 Versailles Road, 2285 Versailles Road and 2220 Devonport Drive (King Henry Apartments, LLC, Deed Book 3419, Page 708); thence along the common line of 2233 Versailles Road and 2220 Devonport Drive, N 84°25'51" E, a distance of 212.68 feet, to a common corner with 2223 Versailles Road, 2220 Devonport Drive and 2225 Versailles Road (Fifth Third Bank, Deed Book 3053, Page 113); thence along the common line of 2233 and 2225 Versailles Road, S 05°34'01" E, a distance of 13.34 feet; thence leaving said common line and with a temporary easement, S 83°17'03" W, a distance of 151.87 feet; thence S 02°28'03" E, a distance of 173.86 feet, to a point in the north right-of-way of Versailles Road; thence along said right-of-way, S 84°25'59" W, a distance of 40.09 feet, to the **POINT OF BEGINNING**, excepting the area covered by permanent easement (5,109.07 square feet); and,

The above described parcel contains a total area of 5,312.46 square feet of temporary construction access easement; and,

Being a portion of the same property conveyed to Merryman Investment VII, LLC, a Kentucky limited liability company, by deed dated August 18, 2006, of record in Deed Book 2669, Page 344, 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

PREPARED BY:



CHARLES E. EDWARDS III

Attorney

Lexington-Fayette Urban

County Government

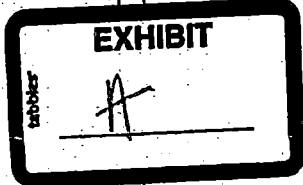
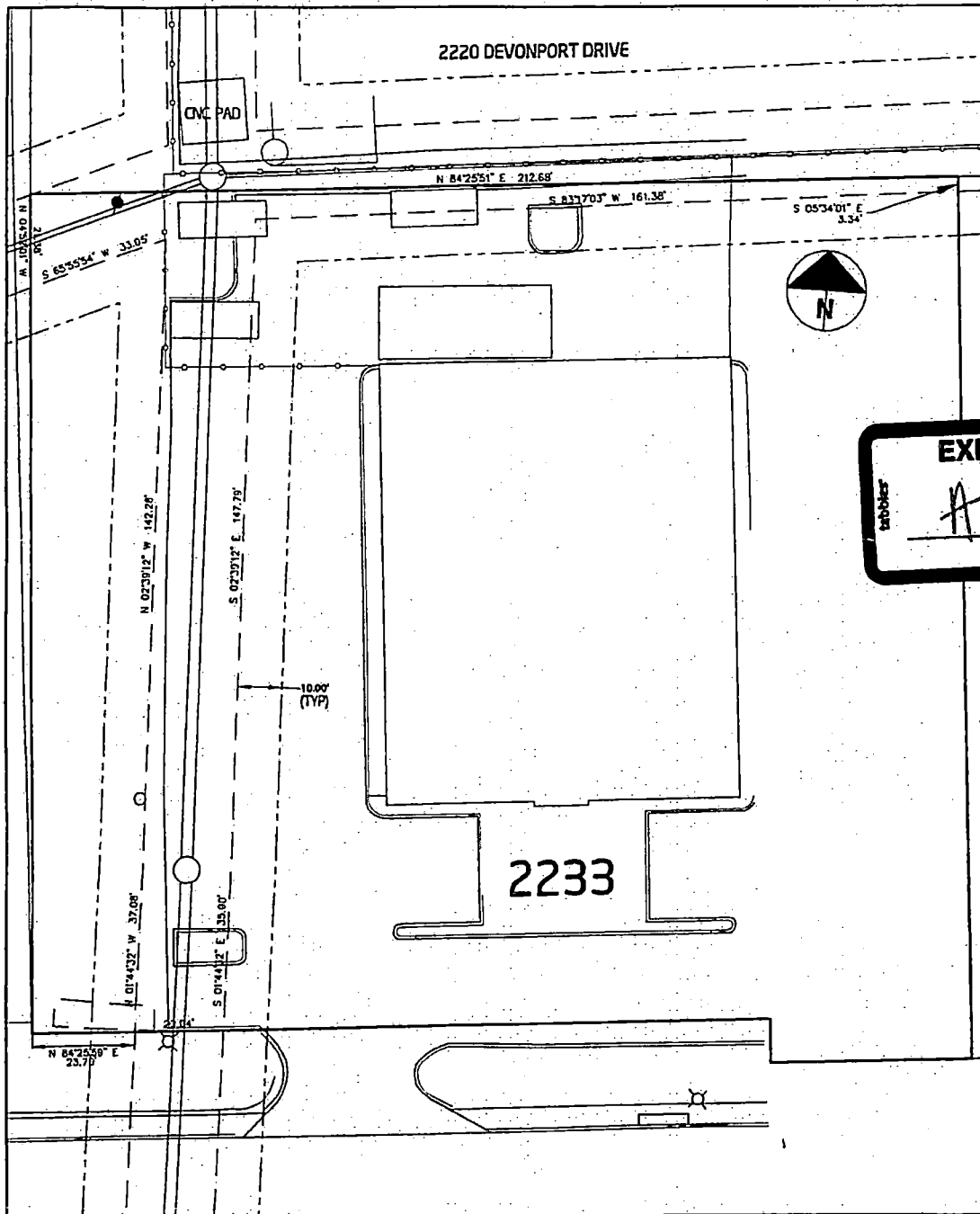
Department of Law, 11th Floor

200 East Main Street

Lexington, Kentucky 40507

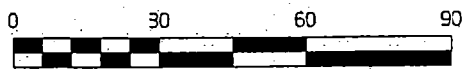
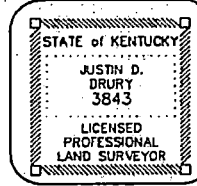
(859) 258-3500

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SURVEY EXHIBIT

2233 VERSAILLES ROAD
 LEXINGTON FAYETTE CO., KY
 VILLAGE SQUARE, LOT 1, BLOCK A
 PLAT CABINET A SLIDE 561
 DATE JAN-2018



SURVEY NOTES

- 1- THE BASIS OF BEARINGS FOR THIS SURVEY IS KENTUCKY STATE PLANE NORTH (NAD83). GEOID MODEL 12-B.
- 2- THIS SURVEY IS SUITABLE AS AN URBAN CLASS SURVEY.

LEGEND

- NEW SEWER LINE
- EASEMENT (PERMANENT)
- EASEMENT (TEMPORARY)
- EASEMENT (RELEASED)
- PROPERTY LINE

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

201909090304

September 9, 2019 15:53:02 PM

Fees	\$29.00	Tax	\$.00
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Total Paid	\$29.00
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8 Pages

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