

**DEED OF EASEMENT**

This **PERMANENT SANITARY SEWER EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT** is made and entered into this the 22<sup>nd</sup> day of Feb., 2022, by and between **AUTOZONE DEVELOPMENT LLC**, a Nevada limited liability company, P.O. Box 2198, Dept. 8088, Memphis, TN 38101, 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 FOUR HUNDRED THIRTY-FOUR DOLLARS AND 25/100 CENTS (\$1,434.25)**, 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

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

**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:

**Variable Permanent Sanitary Sewer Easement**  
**New Circle Road Trunk**  
**Sewers A & B Improvement Project**  
**(a portion of 547 W. New Circle Road)**

All that tract or parcel of land situated northeast corner of the intersection of West New Circle Road and Colesbury Circle in Lexington, Fayette County, Kentucky, being more fully described and bounded as follows, to wit:

**BEGINNING**, at the southwest corner of AutoZone Development Corporation (Deed Book 3056, Page 354), said point being the intersection of the West New Circle Road north right-of-way and the Colesbury Circle east right of way; thence leaving said West New Circle Road north right-of-way and with said Colesbury Circle east right-of-way, North 10°49'21" East, 17.34 feet to a point; thence leaving said Colesbury Circle east right-of-way through the lands of said AutoZone Development Corporation, South 86°00'00" East, 182.36 feet to a point in the line with Black Swan Investors, LLC (Deed Book 3049, Page 586); thence with said Black Swan Investors, LLC, South 20°08'16" West, 40.51 feet to a point in said West New Circle Road north right-of-way; thence leaving said Black Swan Investors, LLC and with said West New Circle Road north right-of-way, North 78°51'25" West, 174.52 feet to the **TRUE POINT OF BEGINNING**; and,

The above-described parcel contains 5,062 sq. ft. (gross) and 4,821 sq. ft. (net) of permanent easement; and

Being a portion of the property conveyed to AutoZone Development Corporation, a Nevada corporation (surviving entity after merger now known as AutoZone Development

LLC, a Nevada limited liability company), by Deed dated February 15, 2012, of record in Deed Book 3056, Page 354 and by Deed dated November 13, 2012, of record in Deed Book 3114, Page 645, both referenced 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:

**10' Temporary Construction Easement**  
**New Circle Road Trunk**  
**Sewers A & B Improvement Project**  
**(a portion of 547 W. New Circle Road)**

**BEGINNING**, at the southwest corner of AutoZone Development Corporation (Deed Book 3056, Page 354), said point being the intersection of the West New Circle Road north right-of-way and the Colesbury Circle east right-of-way; thence leaving said West New Circle Road north right-of-way and with said Colesbury Circle east right-of-way, North 10°49'21" East, 17.34 feet to the **TRUE POINT OF BEGINNING**; thence continuing with said Colesbury Circle east right-of-way, North 10°49'21" East, 10.07 feet to a point; thence leaving said Colesbury Circle east right-of-way and through the lands of said AutoZone Development Corporation, South 86°00'00" East, 184.06 feet to a point in the line with Black Swan Investors, LLC (Deed Book 3049, Page 586); thence with said Black Swan Investors, LLC, South 20°08'16" West, 10.41 feet to a point, thence leaving said Black Swan Investors, LLC and through the lands of said AutoZone Development Corporation, North 86°00'00" West, 182.36 feet to the **TRUE POINT OF BEGINNING**; and,

The above described parcel contains 1,832 sq. ft. (gross and net) of temporary construction easement; and

Being a portion of the property conveyed to AutoZone Development Corporation, a Nevada corporation (surviving entity after merger now known as AutoZone Development LLC, a Nevada limited liability company), by Deed dated February 15, 2012, of record in Deed Book 3056, Page 354 and by Deed dated November 13, 2012, of record in Deed Book 3114, Page 645, both referenced 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 do 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 SPECIALLY** said title.

The obtaining of this easement was authorized by Resolution 457-2020, 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 Grantor has signed this Deed of Easement, this the day and year first above written.

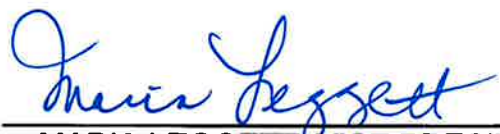
**GRANTOR:**


**AUTOZONE DEVELOPMENT LLC, a  
Nevada limited liability company**

**BY: AUTOZONE INVESTMENT  
CORPORATION, a Nevada corporation**

**ITS: Sole Member**

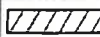
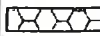
BY:   
\_\_\_\_\_  
**TIMOTHY GODDARD, VICE PRESIDENT  
STORE DEVELOPMENT**

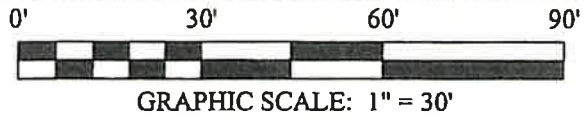
BY:   
\_\_\_\_\_  
**MARIA LEGGETT, VICE PRESIDENT  
ASSISTANT GENERAL COUNSEL AND  
ASSISTANT SECRETARY**

*AZ # 0609*  
Approved for execution:  
  
\_\_\_\_\_  
Lee McCoy  
Attorney, Property Management

Approved for execution:  
\_\_\_\_\_  
MF  
Marlon Fleming  
Regional Manager



-  NEW PERM. ESMT.
-  TEMP. CONST. ESMT.



547 W NEW CIRCLE RD  
 AUTOZONE DEVELOPEMENT CORP  
 DB 3056 PG 354

COLESBURY CIRCLE 60' R/W

10' TEMP. CONST. E.  
 1,832 SQ.FT. (NET)

N 10°49'21" E  
 17.34'

S 86°00'00" E 182.36'

R. PERM. SAN. E.  
 5,062 SQ.FT. (GROSS)  
 4,821 SQ.FT. (NET)

N 78°51'25" W 174.52'

P.O.B.

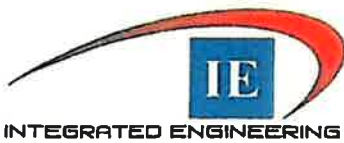
EX. 10' SAN. SEW. ESMT.  
 CAB T. SL 14'

40.51'  
 S 20°08'16" W

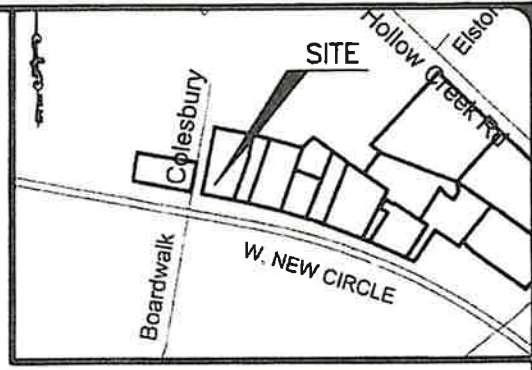
NEW CIRCLE ROAD 140' R/W

539 W NEW CIRCLE RD  
 BLACK SWAN INVESTORS, LLC  
 DB 3049 PG 586

20' PERMANENT SANITARY SEWER EASEMENT  
 AUTOZONE DEVELOPEMENT CORPORATION PROPERTY  
 547 W. NEW CIRCLE ROAD  
 LEXINGTON, FAYETTE COUNTY, KENTUCKY - PAGE 1 OF 2



1. 10/17/2013 - New Circle Road, Autozone Development - 20210 1411 R/W 140' R/W 140' R/W 140' R/W  
 2. 10/17/2013 - New Circle Road, Autozone Development - 20210 1411 R/W 140' R/W 140' R/W 140' R/W  
 3. 10/17/2013 - New Circle Road, Autozone Development - 20210 1411 R/W 140' R/W 140' R/W 140' R/W  
 4. 10/17/2013 - New Circle Road, Autozone Development - 20210 1411 R/W 140' R/W 140' R/W 140' R/W



VICINITY MAP 1" = 1000'

EX. PERM ESMT.=241 SQ.FT.

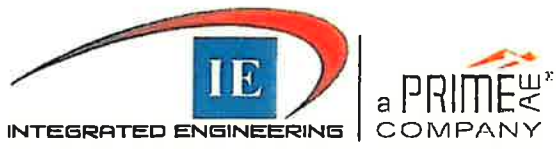
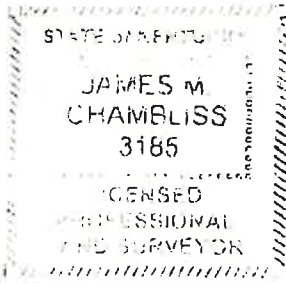
PROP. PERM. ESMT.(GROSS)=5,062 SQ.FT.  
 PROP. PERM. ESMT. (NET)=4,821 SQ. FT.

PROP. TEMP. ESMT.(GROSS)=1,832 SQ.FT.  
PROP. TEMP. ESMT.(NET)=1,832 SQ.FT.

**LAND SURVEYOR'S CERTIFICATE:**

THE PROPERTY LINES SHOWN ON THIS EASEMENT EXHIBIT ARE BASED ON DEED AND/OR RECORD PLAT DATA FROM THE FAYETTE COUNTY CLERK'S OFFICE. THIS EXHIBIT DOES NOT REPRESENT A BOUNDARY SURVEY AS DESCRIBED IN 201 KAR 18:150 AND INTEGRATED ENGINEERING HAS NOT PERFORMED A BOUNDARY SURVEY FOR THE PURPOSES OF THIS EXHIBIT. THIS EXHIBIT IS NOT INTENDED TO BE USED FOR LAND TRANSFER.

*James M. Chambliss* PLS 12/8/20  
 JAMES M. CHAMBLISS, PLS 3185 DATE



20' PERMANENT SANITARY SEWER EASEMENT  
 AUTOZONE DEVELOPMENT CORPORATION PROPERTY  
 547 W. NEW CIRCLE ROAD  
 LEXINGTON, FAYETTE COUNTY, KENTUCKY - PAGE 2 OF 2

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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.



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By: MELISSA STELTER ,dc

202203010127

March 1, 2022                      11:45:36    AM

Fees	\$59.00	Tax	\$ .00
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Total Paid	\$59.00
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9 Pages

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