

PERMANENT AND TEMPORARY DEED OF EASEMENT

This **PERMANENT AND TEMPORARY DEED OF EASEMENT** is made and entered into this the 15 day of February, 2019, by and between **DHN MIDLAND, LLC, a Kentucky limited liability company**, 165 Midland Avenue, Lexington, Kentucky 40508, which is the in-care of tax mailing address for the current year ("Grantor"), and **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, 200 East Main Street, Lexington, Kentucky 40507, ("Grantee").

WITNESSETH:

That for and in consideration of the sum of **SEVEN THOUSAND SEVEN HUNDRED FIFTY AND 00/100 DOLLARS (\$7,750.00)**, 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, in perpetuity, the exclusive and permanent right to install, construct, maintain, repair, and inspect a shared-use-path and other related improvements, including walls, sidewalks and other hardscape features and appurtenances thereto, which said shared-use-path, appurtenances, walls, and other hardscape features shall be of such dimension, character, construction, and use as determined by Grantee, and which shall become a part of the Town Branch Trail. This Deed of Permanent Easement and the exercise of the rights and privileges herein granted, are subject to and expressly include the following:

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

(CC-F)

1. Grantee shall have the right, but not the obligation, at Grantee's expense, to install, construct, manage, use, repair and maintain a shared-use-path, including walls and other hardscape features. Grantor shall not damage or otherwise harm the final paving of the Path at any time after the completion of the Path.
2. Grantor acknowledges that this Path is for non-motorized vehicles only with the exception of emergency or maintenance vehicles, or as necessary for persons of limited mobility.
3. Grantee shall have the right to make minor modifications to the location of the easement granted herein as reasonably necessary to align the Path.
4. Grantor shall not construct, develop, or maintain, or allow any other to construct, develop, or maintain, any right-of-way, easement of ingress or egress, driveway, road, utility line, or other easement into, on, over, under, or across the Path without the prior written permission of the Grantee. Grantor shall not erect fences, barriers, or signs that impede access to or use of the Path, or allow any other to do the same.
5. Grantee shall have the right to erect reasonable signs, blazing, or public art within the Path features.
6. Grantor shall not use the Path, or allow any other to use the Path, for any use which, in the reasonable opinion of Grantee, is or may possess the potential to become inconsistent with the Purposes of this Easement.
7. Grantor and Grantee have the right to cross the Path to repair any damage to the Path.

The tract of land on which the easement will be located is within the confines of Lexington, Fayette County, Kentucky, and more particularly described as follows, to-wit:

Permanent Easement
(a portion of 165 Midland Avenue)
Town Branch Commons Project
Parcel No. 20, Tract A, Zone 1

Being a tract of land located in Fayette County, Kentucky along Midland Avenue, approximately 215 feet northwest of the intersection of Midland Avenue and Corral Street, and more particularly described as follows:

Beginning at a point 40.79 feet left of Midland Avenue Station 510+95.96; thence North 10 Degrees 51 Minutes 56 Seconds West, a distance of 6.57 feet to a point 47.36 feet left of Midland Avenue Station 510+95.99; thence North 63 Degrees 13 Minutes 53 Seconds East, a distance of 5.05 feet to a point 48.72 feet left of Midland Avenue Station 511+00.79; thence North 19 Degrees 36 Minutes 30 Seconds East, a distance of 9.98 feet to a point 57.31 feet left of Midland Avenue Station 511+05.80; thence North 24 Degrees 21 Minutes 44 Seconds West, a distance of 8.20 feet to a point 65.29 feet left of Midland Avenue Station 511+03.93; thence South 42 Degrees 04 Minutes 57 Seconds East, a distance of 28.93 feet to a point 40.54 feet left of Midland Avenue Station 511+18.70; thence South 79 Degrees 39 Minutes 58 Seconds West a distance of 22.99 feet to a point 40.79 feet left of Midland Avenue Station 510+95.96 and the POINT OF BEGINNING; and,

The above described parcel contains 0.006 acres (243 square feet) of permanent easement; and,

Being a portion of the same property conveyed to DHN Midland, LLC, a Kentucky limited liability company, by Deed dated September 15, 2016, of record in Deed Book 3430, Page 732, 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 installing a shared-use-path and other related improvements, including walls, sidewalks, roadway slopes and other hardscape features and appurtenances thereto, through and across the following tract of land located in the confines of Lexington, Fayette County, Kentucky, and more particularly described as follows, to wit:

Temporary Construction Easement
(a portion of 165 Midland Avenue)
Town Branch Commons, Project
Parcel No. 20, Tract B, Zone 1

Being a tract of land located in Fayette County, Kentucky along Midland Avenue, approximately 310 feet northwest of the intersection of Midland Avenue and Corral Street, and more particularly described as follows:

Beginning at a point 43.41 feet left of Midland Avenue Station 510+00.14; thence North 42 Degrees 04 Minutes 57 Seconds West, a distance of 9.33 feet to a point 51.54 feet left of Midland Avenue Station 509+95.61; thence North 80 Degrees 41 Minutes 11 Seconds East a distance of 100.39 feet to a point 46.96 feet left of Midland Avenue Station 510+94.57; thence North 63 Degrees 13 Minutes 53 Seconds East, a distance of 1.50 feet to a point 47.36 feet left of Midland Avenue Station 510+95.99; thence South 10 Degrees 51 Minutes 56 Seconds East a distance of 6.57 feet to a point 40.79 feet left of Midland Avenue Station 510+95.96; thence South 79 Degrees 39 Minutes 58 Seconds West, a distance of 96.97 feet to a point 43.41 feet left of Midland Avenue Station 510+00.14 and the POINT OF BEGINNING; and,

The above described parcel contains 0.016 acres (697 square feet) of temporary construction easement; and,

Being a portion of the same property conveyed to DHN Midland, LLC, a Kentucky limited liability company, by Deed dated September 15, 2016, of record in Deed Book 3430, Page 732, 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 said Grantee, its successors and assigns, 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 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 it will **WARRANT GENERALLY** said title.

The obtaining of this easement was authorized by Resolution 384-2018, passed by the Lexington-Fayette Urban County Council on June 21, 2018. Pursuant to KRS 382.135(2)(c), this grant of easement, which pertains to a public right-of-way, need not contain a statement of consideration.

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

[signatures on next page]

GRANTOR:

DHN MIDLAND, LLC, a
Kentucky limited liability company

BY: Noelle Dick member
NOELLE DICK, MEMBER

BY: Sam Dick member
SAM DICK, MEMBER

COMMONWEALTH OF KENTUCKY)
)
COUNTY OF FAYETTE)

This instrument was acknowledged, subscribed and sworn to before me by
Noelle Dick and Sam Dick, in their capacity as Members on behalf of DHN Midland,
LLC, a Kentucky limited liability company, on this the 15 day of FEBRUARY, 2019.

Paul Wilton
Notary Public, Kentucky, State at Large
My Commission Expires: 7/29/2021
Notary ID# 583153

PREPARED BY:
Charles E. Edwards III

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

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: SHEA BROWN ,dc

201902210069

February 21, 2019 10:15:46 AM

Fees	\$26.00	Tax	\$.00
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Total Paid	\$26.00
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