

**DEED OF EASEMENT**

This **DEED OF EASEMENT** is made and entered into this the 15 day of March, 2019, by and between **TRIANGLE FOUNDATION, INC.**, a Kentucky nonprofit corporation, P.O. Box 223, Lexington, Kentucky 40588 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 **NINETY THOUSAND NINE HUNDRED NINE AND 00/100 DOLLARS (\$90,909.00)**, 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 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 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, 11<sup>th</sup> Floor  
200 East Main Street  
Lexington, KY 40507

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 tracts of land on which the easements 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 121 131 Midland Avenue)**

**Town Branch Commons, Zone 1**  
**Parcel No. 17A &17B**

Being a tract of land located in Fayette County, Kentucky along Midland Avenue, approximately 45 feet northeast of the intersection of Midland Avenue and East Main Street, and more particularly described as follows:

Beginning at a point 29.43 feet left of Midland Avenue Station 500+57.26; thence North 42 Degrees 34 Minutes 31 Seconds West a distance of 10.29 feet to a point 39.31 feet left of Midland Avenue Station 500+54.38; thence North 77 Degrees 39 Minutes 47 Seconds East a distance of 79.02 feet to a point 23.96 feet left of Midland Avenue Station 501+27.61; thence along an arc 24.76 feet to the right, having a radius of 315.00 feet, the chord of which is North 75 Degrees 35 Minutes 16 Seconds East a distance of 24.75 feet to a point 23.53 feet left of Midland Avenue Station 501+50.55; thence North 78 Degrees 08 Minutes 33 Seconds East a distance of 8.62 feet to a point 23.43 feet left of Midland Avenue Station 501+58.54; thence along an arc 21.01 feet to the right, having a radius of 163.96 feet, the chord of which is North 81 Degrees 39 Minutes 28 Seconds East a distance of 21.00 feet, to a point 23.55 feet left of Midland Avenue Station 501+76.69; thence North 85 Degrees 19 Minutes 44 Seconds East a distance of 79.85 feet to a point 23.51 feet left of Midland Avenue Station 502+56.55; thence along an arc 21.33 feet to the left, having a radius of 236.04 feet, the chord of which in North 82 Degrees 44 Minutes 23 Seconds East a distance of 21.33 feet, to a point 23.54 feet left of Midland Avenue Station 502+80.01; thence North 80 Degrees 08 Minutes 58 Seconds East a distance of 105.25 feet to a point 23.55 feet left of Midland Avenue Station 503+85.25; thence North 80 Degrees 09 Minutes 06 Seconds East a distance of 116.19 feet to a point 23.55 feet left of Midland Avenue Station 505+01.44; thence North 78 Degrees 37 Minutes 45 Seconds East a distance of 112.23 feet to a point 23.59 feet left of Midland Avenue Station 506+14.93; thence North 77

Degrees 20 Minutes 26 Seconds East a distance of 50.62 feet to a point 22.82 feet left of Midland Avenue Station 506+66.09; thence North 76 Degrees 48 Minutes 27 Seconds East a distance of 17.80 feet to a point 22.43 feet left of Midland Avenue Station 506+84.08; thence North 62 Degrees 35 Minutes 47 Seconds East a distance of 2.16 feet to a point 22.91 feet left of Midland Avenue Station 506+86.20; thence South 03 Degrees 47 Minutes 07 Seconds East a distance of 1.31 feet to a point 21.62 feet left of Midland Avenue Station 506+85.95; thence South 76 Degrees 03 Minutes 53 Seconds West a distance of 100.00 feet to a point 20.68 feet left of Midland Avenue Station 505+84.96; thence South 78 Degrees 06 Minutes 53 Seconds West a distance of 112.65 to a point 18.26 feet left of Midland Avenue Station 504+71.56; thence South 80 Degrees 06 Minutes 09 Seconds West a distance of 420.05 feet to a point 29.43 feet left of Midland Avenue Station 500+57.26 and the POINT OF BEGINNING;

The above described parcel contains 0.10 acres (4,128.30 square feet) of permanent easement;

AND

Being a tract of land located in Fayette County, Kentucky along East Short Street, approximately 120 feet northwest of the intersection of Midland Avenue and East Short Street, and more particularly described as follows:

Beginning at a point 79.32 feet left of Midland Avenue Station 506+97.55; thence North 51 Degrees 00 Minutes 36 Seconds West a distance of 4.88 feet to a point 83.27 feet left of Midland Avenue Station 506+94.57; thence South 64 Degrees 01 Minutes 07 Seconds East a distance of 4.12 feet to a point 80.56 feet left of Midland Avenue Station 506+97.81; thence South 03 Degrees 47 Minutes 07 Seconds East a distance of 1.26 feet to a point 79.32 feet left of Midland Avenue Station 506+97.55 and the POINT OF BEGINNING;

The above described parcel contains 0.01 acres (2.30 square feet) of permanent easement; and

Being a portion of the property conveyed to Triangle Foundation, Inc., a Kentucky nonprofit corporation, by deed dated August 26, 1988, of record in Deed Book 1495, Page

633; deed dated November 21, 1988, of record in Deed Book 1499, Page 316; deed dated March 29, 1989, of record in Deed Book 1514, Page 489; and deed dated December 15, 1989, of record in Deed Book 1534, Page 24 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 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 121 131 Midland Avenue)**

**Town Branch Commons, Zone 1**  
**Parcel No. 17C**

Being a tract of land located in Fayette County, Kentucky along Midland Avenue, approximately 75 feet northeast of the intersection of Midland Avenue and East Main Street, and more particularly described as follows:

Beginning at a point 39.31 feet left of Midland Avenue Station 500+54.38; thence North 42 Degrees 34 Minutes 31 Seconds West a distance of 38.28 feet to a point 76.06 feet left of Midland Avenue Station 500+43.67; thence North 47 Degrees 39 Minutes 53 Seconds East a distance of 12.46 feet to a point 79.49 feet left of Midland Avenue Station 500+55.65; thence South 76 Degrees 15 Minutes 54 Seconds East a distance of 56.42 feet to a point 43.60 feet left of Midland Avenue Station 500+96.69; thence North 58 Degrees 50 Minutes 08 Seconds East a distance of 69.99 feet to a point 59.68 feet left of Midland Avenue Station 501+54.94; thence North 70 Degrees 41 Minutes 33

Seconds East a distance of 100.97 feet, to a point 83.10 feet left of Midland Avenue Station 502+44.74; thence South 44 Degrees 44 Minutes 48 Seconds East a distance of 37.70 feet to a point 54.00 feet left of Midland Avenue Station 502+73.85; thence North 80 Degrees 09 Minutes 06 Seconds East a distance of 56.91 feet, to a point 54.00 feet left of Midland Avenue Station 503+30.76; thence North 89 Degrees 34 Minutes 46 Seconds East a distance of 122.10 feet to a point 34.00 feet left of Midland Avenue Station 504+51.21; thence North 80 Degrees 09 Minutes 06 Seconds East a distance of 41.92 feet to a point 34.00 feet left of Midland Avenue Station 504+93.13; thence North 51 Degrees 14 Minutes 00 Seconds East a distance of 43.50 feet to a point 54.83 feet left of Midland Avenue Station 505+31.97; thence South 51 Degrees 28 Minutes 55 Seconds East a distance of 23.21 feet to a point 37.21 feet left of Midland Avenue Station 505+47.41; thence North 76 Degrees 18 Minutes 47 Seconds East a distance of 120.54 feet to a point 39.31 feet left of Midland Avenue Station 506+70.13; thence North 05 Degrees 00 Minutes 56 Seconds West a distance of 47.15 feet to a point 85.82 feet left of Midland Avenue Station 506+78.06; thence North 73 Degrees 49 Minutes 53 Seconds West a distance of 20.07 feet to a point 96.00 feet left of Midland Avenue Station 506+60.00; thence North 19 Degrees 14 Minutes 19 Seconds East a distance of 10.78 feet to a point 105.00 feet left of Midland Avenue Station 506+66.22; thence South 72 Degrees 17 Minutes 34 Seconds East a distance of 7.86 to a point 100.83 feet left of Midland Avenue Station 506+73.21; thence South 64 Degrees 01 Minutes 07 Seconds East a distance of 26.96 feet to a point 83.27 feet left of Midland Avenue Station 506+94.57; thence South 51 Degrees 00 Minutes 36 Seconds East a distance of 4.88 feet to a point 79.32 feet left of Midland Avenue Station 506+97.55; thence South 03 Degrees 47 Minutes 07 Seconds East a distance of 57.49 feet to a point 22.91 feet left of Midland Avenue Station 506+86.20; thence South 62 Degrees 35 Minutes 47 Seconds West a distance of 2.16 feet to a point 22.43 feet left of Midland Avenue Station 506+84.08; thence South 76 Degrees 48 Minutes 27 Seconds West a distance of 17.80 feet to a point 22.82 feet left of Midland Avenue Station 506+66.09; thence South 77 Degrees 20 Minutes 26 Seconds West a distance of 50.62 feet to a point 23.59 feet left of Midland Avenue Station 506+14.93; thence South 78 Degrees 37 Minutes 45 Seconds West a distance of 112.23 feet to a point 23.55 feet left of Midland Avenue Station

505+01.44; thence South 80 Degrees 09 Minutes 06 Seconds West a distance of 116.19 feet to a point 23.55 feet left of Midland Avenue Station 503+85.25; thence South 80 Degrees 08 Minutes 58 Seconds West a distance of 105.25 feet to a point 23.54 feet left of Midland Avenue Station 502+80.01; thence along an arc 21.33 feet to the right, having a radius of 236.04 feet, the chord of which is South 82 Degrees 44 Minutes 23 Seconds West for a distance of 21.33 feet, to a point 23.51 feet left of Midland Avenue Station 502+56.55; thence South 85 Degrees 19 Minutes 44 Seconds West a distance of 79.85 feet to a point 23.55 feet left of Midland Avenue Station 501+76.69; thence along an arc 21.01 feet to the left, having a radius of 163.96 feet, the chord of which is South 81 Degrees 39 Minutes 28 Seconds West for a distance of 21.00 feet, to a point 23.43 feet left of Midland Avenue Station 501+58.54; thence South 78 Degrees 08 Minutes 33 Seconds West a distance of 8.62 feet to a point 23.53 feet left of Midland Avenue Station 501+50.55; thence along an arc 24.76 feet to the left, having a radius of 315.00 feet, the chord of which is South 75 Degrees 35 Minutes 16 Seconds West for a distance of 24.75 feet, to a point 23.96 feet left of Midland Avenue Station 501+27.61; thence South 77 Degrees 39 Minutes 47 Seconds West a distance of 79.02 feet to a point 39.31 feet left of Midland Avenue Station 500+54.38 and the POINT OF BEGINNING;

The above described parcel contains 0.408 acres (17,783.00 square feet) of temporary construction easement; and

Being a portion of the property conveyed to Triangle Foundation, Inc., a Kentucky nonprofit corporation, by deed dated August 26, 1988, of record in Deed Book 1495, Page 633; deed dated November 21, 1988, of record in Deed Book 1499, Page 316; deed dated March 29, 1989, of record in Deed Book 1514, Page 489; and deed dated December 15, 1989, of record in Deed Book 1534, Page 24 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 383-2018, 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 Deed of Easement, this the day and year first above written.

GRANTOR:

TRIANGLE FOUNDATION, INC.

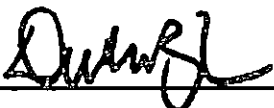
A handwritten signature in black ink, appearing to read 'S. Grossman', is written over a horizontal line. The signature is stylized and extends to the right of the line.

STEPHEN L. GROSSMAN  
PRESIDENT





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

201903260050

March 26, 2019                      9:56:18      AM

Fees	\$35.00	Tax	\$0.00
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Total Paid	\$35.00
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10 Pages

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