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FAYETTE CO, KY FEE \$68.00

PRESENTED / LODGED: 07-20-2023 09:29:39 AM

RECORDED: 07-20-2023

SUSAN LAMB  
CLERK

BY: HALLIE WOOSLEY  
DEPUTY CLERK

**BK: DB 4027**

**PG: 468-478**

**DEED OF EASEMENT**

This **PERMANENT SANITARY SEWER EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT** is made and entered into this the 18 day of July, 2023, by and between **KIRKLEVINGTON LIFESTYLE COMMUNITIES, LLC, a West Virginia limited liability company**, 3050 Kirklevington Drive, Lexington, Kentucky 40517, 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 **TEN THOUSAND DOLLARS AND 00/100 CENTS (\$10,000.00)**, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, said Grantors have **BARGAINED** and **SOLD** and do hereby **GIVE, GRANT** and **CONVEY** unto the Grantee, its successors

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

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, maintenance, 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**  
**Merrick Trunk**  
**Sewer Improvement Project**  
**(a portion of 3050 Kirklevington Drive)**

All that strip or parcel of land situated on the south side of Kirklevington Drive and the west side of Tates Creek Road in Lexington, Fayette County, Kentucky, being more fully described and bounded as follows, to wit:

**BEGINNING**, at the northeast corner of Kirklevington Lifestyle Communities, LLC (3050 Kirklevington Drive, Deed Book 3116, Page 130) at the intersection of the Kirklevington Drive south right-of-way with the Tates Creek Road west right-of-way;

Thence leaving said Tates Creek Road and with said Kirklevington Drive, along a curve to the right having a radius of 798.94 feet, an arc distance of 115.21 feet and a chord North 89°37'54" West, 115.11 feet to the **TRUE POINT OF BEGINNING**;

Thence leaving said Kirklevington Drive for seven (7) new lines through the lands of said Kirklevington Lifestyle Communities, LLC:

- 1) South 01°54'19" East, 61.82 feet to a point,
- 2) North 87°44'46" East, 93.60 feet to a point,
- 3) South 12°22'05" East, 154.75 feet to a point,
- 4) South 77°32'24" West, 20.00 feet to a point,
- 5) North 12°22'05" West, 138.03 feet to a point,
- 6) South 87°44'46" West, 96.97 feet to a point,
- 7) North 01°54'19" West, 84.44 feet to a point in said Kirklevington Drive;

Thence with said Kirklevington Drive, along a non-tangent curve to the left with a radius of 798.94 feet, an arc length of 20.16 feet and a chord, South 84°46'40" East, 20.16 feet to the **TRUE POINT OF BEGINNING**; and,

The above-described parcel contain 6,295 square feet (gross and net) more or less of permanent easement; and

Tract A, being a portion of the same property conveyed to Kirklevington Lifestyle Communities, LLC, a West Virginia limited liability company, by Deed dated November 29, 2012, of record in Deed Book 3116, Page 130, 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 do 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, maintenance, 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**  
**Merrick Trunk**  
**Sewer Improvement Project**  
**(a portion of 3050 Kirklevington Drive)**

All that strip or parcel of land situated on the south side of Kirklevington Drive and the west side of Tates Creek Road in Lexington, Fayette County, Kentucky, being more fully described and bounded as follows, to wit:

**Tract A**

**BEGINNING**, at the northeast corner of Kirklevington Lifestyle Communities, LLC (3050 Kirklevington Drive, Deed Book 3116, Page 130) at the intersection of the Kirklevington

Drive south right-of-way with the Tates Creek Road west right-of-way;

Thence leaving said Tates Creek Road and with said Kirklevington Drive, along a curve to the right having a radius of 798.94 feet, an arc distance of 16.77 feet and a chord, South 86°50'18" West, 16.77 feet to the **TRUE POINT OF BEGINNING**;

Thence leaving said Kirklevington Drive for three (3) new lines through the lands of said Kirklevington Lifestyle Communities, LLC:

- 1) South 31°42'37" East, 96.30 feet to a point,
- 2) South 08°30'37" East, 53.94 feet to a point,
- 3) North 26°47'04" West, 151.11 feet to a point in said Kirklevington Drive;

Thence with said Kirklevington Drive, along a non-tangent curve to the left with a radius of 798.94 feet, an arc length of 9.50 feet and a chord, North 87°46'50" East, 9.50 feet to the **TRUE POINT OF BEGINNING**; and,

The above described parcel contains 1,676 square feet (gross and net) more or less of temporary construction easement; and

#### **Tract B**

**BEGINNING**, at the northeast corner of Kirklevington Lifestyle Communities, LLC (3050 Kirklevington Drive, Deed Book 3116, Page 130) at the intersection of the Kirklevington Drive south right-of-way with the Tates Creek Road west right-of-way;

Thence leaving said Tates Creek Road and with said Kirklevington Drive, along a curve to the right having a radius of 798.94 feet, an arc distance of 105.16 feet and a chord, North 89°59'32" West, 105.08 feet to the **TRUE POINT OF BEGINNING**;

Thence leaving said Kirklevington Drive for eight (8) new lines through the lands of said Kirklevington Lifestyle Communities, LLC:

- 1) South 01°54'19" East, 50.70 feet to a point,

- 2) North 87°44'46" East, 86.97 feet to a point,
- 3) South 26°47'04" East, 142.05 feet to a point,
- 4) South 08°30'37" East, 26.41 feet to a point,
- 5) South 77°32'23" West, 38.72 feet to a point,
- 6) North 12°22'05" West, 154.75 feet to a point,
- 7) South 87°44'46" West, 93.60 feet to a point,
- 8) North 01°54'19" West, 61.82 feet to a point in said Kirklevington Drive:

Thence with said Kirklevington Drive, along a non-tangent curve to the left with a radius of 798.94 feet, an arc length of 10.06 feet and a chord, South 85°51'40" East, 10.06 feet to the **TRUE POINT OF BEGINNING**; and,

The above described parcel contains 5,626 square feet (gross and net) more or less of temporary construction easement; and

**Tract C**

**BEGINNING**, at the northeast corner of Kirklevington Lifestyle Communities, LLC (3050 Kirklevington Drive, Deed Book 3116, Page 130) at the intersection of the Kirklevington Drive south right-of-way with the Bates Creek Road west right-of-way;

Thence leaving said Bates Creek Road and with said Kirklevington Drive, along a curve to the right having a radius of 798.94 feet, an arc distance of 135.37 feet and a chord, North 88°54'32" West, 135.21 feet to the **TRUE POINT OF BEGINNING**;

Thence leaving said Kirklevington Drive for nine (9) new lines through the lands of said Kirklevington Lifestyle Communities, LLC:

- 1) South 01°54'19" East, 84.44 feet to a point,
- 2) North 87°44'46" East, 96.97 feet to a point,
- 3) South 12°22'05" East, 138.03 feet to a point,
- 4) South 77°32'23" West, 10.00 feet to a point,
- 5) North 12°22'05" West, 129.68 feet to a point,
- 6) South 87°44'44" West, 101.36 feet to a point,
- 7) North 00°43'24" West, 65.84 feet to a point,
- 8) North 83°30'05" West, 1.37 feet to a point,
- 9) North 01°54'19" West, 30.34 feet to a point in said Kirklevington Drive;

Thence with said Kirklevington Drive, along a non-tangent curve to the left with a radius of 798.94 feet, an arc length of 12.84 feet and a chord, South 83°35'40" East, 12.84 feet to the **TRUE POINT OF BEGINNING**; and,

The above described parcel contains 3,434 square feet (gross and net) more or less of temporary construction easement; and

Tracts A, B and C, being a portion of the same property conveyed to Kirklevington Lifestyle Communities, LLC, a West Virginia limited liability company, by Deed dated November 29, 2012, of record in Deed Book 3116, Page 130, 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.

**TOGETHER** with the right to use the above-described easements during the time the sanitary sewer is being constructed, repaired or reconstructed, with the right of ingress and egress upon said easements as may be reasonably necessary for the construction and maintenance of said project.

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 their 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 they are lawfully seized in fee simple of said property and have good right to sell and convey the easements as herein done, and they will **WARRANT GENERALLY** said title.

The obtaining of this easement was authorized by Resolution 312-2023, passed by the Lexington-Fayette Urban County Council on June 15, 2023. 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.

[Intentionally Left Blank]

GRANTOR:

KIRKLEVINGTON LIFESTYLE COMMUNITIES, LLC, a  
West Virginia limited liability company


By: WILLIAMS LAND CORPORATION, a West Virginia  
Corporation, Sole Member

BY:   
WILLIAM G. WILLIAMS, JR.,  
PRESIDENT

STATE OF WEST VIRGINIA            )  
  )  
COUNTY OF KANAWHA            )

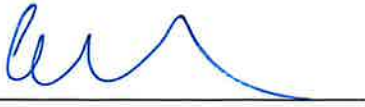
This instrument was acknowledged, subscribed and sworn to before me by  
William G. Williams, Jr., as President of and for and on behalf of Williams Land  
Corporation, a West Virginia corporation, as the sole member of and for and on behalf  
of Kirklevington Lifestyle Communities, LLC, a West Virginia limited liability company,  
on this the 18 day of July, 2023.



  
Notary Public, West Virginia, State-at-Large  
My Commission Expires: 5 / 8 / 2027



PREPARED BY:



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EVAN P. THOMPSON,  
Attorney Sr.  
Lexington-Fayette Urban  
County Government  
Department of Law, 11th Floor  
200 East Main Street  
Lexington, Kentucky 40507  
(859) 258-3500



X:\Cases\WATER-AIR\23-RE00122\RE\00785422.DOC

CYCLONE TC VILLAGE  
ASSOCIATES LLC  
3051 KIRKLEVINGTON DR  
DB 3856 PG 558

0' 60' 120' 180'



GRAPHIC SCALE: 1" = 60'

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



12' SAN. E. CAB A SL 224  
15' U.E. CAB A SL 224  
12' SAN. E. CAB A SL 224  
15' U.E. CAB A SL 224

TATES CREEK ROAD

PERM. SAN. E.  
6,295 SQ.FT.  
GROSS & NET)

KIRKLEVINGTON DRIVE

12' SAN. E. CAB R SL 276

P.O.B.

15' U. E. CAB R SL 276

TEMP. CONST. E. "A"  
1,676 SQ.FT.  
(GROSS & NET)

BORE PIT  
(APPROX. LOCATION)

KIRKLEVINGTON LIFESTYLE  
COMMUNITIES, LLC  
3050 KIRKLEVINGTON DR  
DB 3116 PG 130

TEMP. CONST. E. "C"  
3,434 SQ.FT.  
(GROSS & NET)

TEMP. CONST. E. "B"  
5,626 SQ.FT.  
(GROSS & NET)

SADDLEBROOK RVF PROPERTY II, LLC  
3543 TATES CREEK RD  
DB 3973 PG 716

20' SCREEN PLANTING & U.E.  
CAB R SL 276

REV. DATE: 06/27/23

MERRICK TRUNK SEWER PROJECT  
SANITARY SEWER EASEMENTS

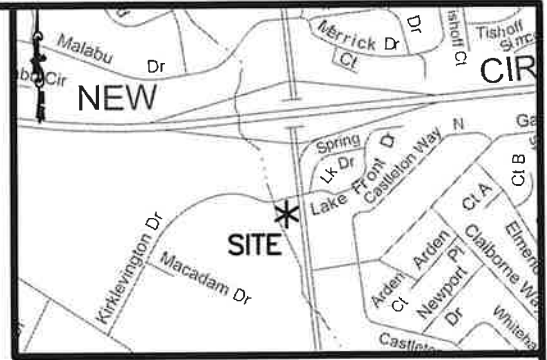
KIRKLEVINGTON LIFESTYLE COMMUNITIES, LLC  
3050 KIRKLEVINGTON DRIVE

LEXINGTON, FAYETTE COUNTY, KENTUCKY - PAGE 1 OF 2

K:\200126 - West Hickman Trunk Sewers\Survey Info\Working Drawings\Easements\200126 Easements - Kur\_LSM TC West BNY.dwg  
by: jlm  
& lme  
Jun 27, 2023 - 8:43am  
Login Name: jlm



651 Perimeter Drive Suite 300  
Lexington, KY 40517  
Phone (859) 368-0145  
www.primeeng.com



VICINITY MAP N.T.S.

LINE	BEARING	DISTANCE
L1	S 01°54'19" E	61.82'
L2	N 87°44'46" E	93.60'
L3	S 12°22'05" E	154.75'
L4	S 77°32'24" W	20.00'
L5	N 12°22'05" W	138.03'
L6	S 87°44'46" W	96.97'
L7	N 01°54'19" W	84.44'

CURVE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	798.94'	20.16'	S 84°46'40" E	20.16'
C2	798.94'	115.21'	N 88°37'54" W	115.11'

EX. PERM ESMT.=N/A

PROP. PERM. ESMT.(GROSS)=6,295 SQ.FT.  
 PROP. PERM. ESMT. (NET)=6,295 SQ. FT.

PROP. TEMP. ESMT.(GROSS)=10,736 SQ.FT.  
 PROP. TEMP. ESMT.(NET)=10,736 SQ.FT.

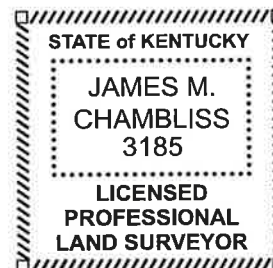
**LAND SURVEYOR'S CERTIFICATE:**

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 DEFINED IN 201 KAR 18:150 AND PRIME AE GROUP 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

Digitally signed by James M. Chambliss, PLS  
 Date: 2023.06.27 08:51:02 -04'00'

JAMES M. CHAMBLISS, PLS 3185 \_\_\_\_\_ DATE



REV. DATE: 06/27/23



651 Perimeter Drive Suite 300  
 Lexington, KY 40517  
 Phone (859) 368-0145  
 www.primeeng.com

MERRICK TRUNK SEWER PROJECT  
 SANITARY SEWER EASEMENTS  
 KIRKLEVINGTON LIFESTYLE COMMUNITIES, LLC  
 3050 KIRKLEVINGTON DRIVE  
 LEXINGTON, FAYETTE COUNTY, KENTUCKY - PAGE 2 OF 2