

**DEED OF EASEMENT**

This **DEED OF EASEMENT** is made and entered into this 7<sup>th</sup> day of June, 2019, by and between **SHARON DUNAWAY, a single person**, 2339 Pierson Drive, Lexington, Kentucky 40505 ("Grantor"), which is also the in-care of tax mailing address for the current tax year, and the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, 200 East Main Street, Lexington, Kentucky 40507 ("Grantee");

**WITNESSETH:**

That for and in consideration of the sum of **FOUR HUNDRED DOLLARS AND 00/100 CENTS (\$400.00)**, and other good and valuable consideration, 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, the permanent right to lay, construct, operate, repair, reconstruct and remove sanitary sewer improvements and appurtenances thereto, which sanitary sewer improvements and appurtenances shall be of such dimension, character, construction and use determined by Grantee, along, through, under and across the following tract of land located in the confines of Lexington, Fayette County, Kentucky, and more particularly described as follows:

**Permanent Sanitary Sewer Easement**  
**(a portion of 2339 Pierson Drive)**  
**Shandon Park Trunk**  
**Sanitary Sewer Improvement Project**

**COMMENCING** at a point, said point lying on the northern right-of-way of Pierson Drive, said point also being the southwest corner of Lot 1, Shandon Park, Unit 1B, of record in Plat Cabinet B, Slide 49, in the Office of the Fayette County Clerk; thence through Lot 1, North 51 Degrees 42 Minutes 48 Seconds East, 114.63 feet to the **TRUE POINT OF**

Mail to:  
 Lexington-Fayette Urban County Government  
 200 E. Main Street  
 Department of Law, 11<sup>th</sup> Floor  
 Lexington, Kentucky 40507

(CC-F)

**BEGINNING**; thence through said Lot 1, with the proposed easement for two (2) calls: North 67 Degrees 25 Minutes 23 Seconds East, 29.21 feet to a point; thence South 28 Degrees 17 Minutes 54 Seconds East, 6.79 feet to a point in an existing sanitary sewer easement; thence with said easement for two (2) calls; South 61 Degrees 55 Minutes 36 Seconds West, 27.68 feet to a point; thence North 36 Degrees 32 Minutes 36 Seconds West, 6.69 feet to the **TRUE POINT OF BEGINNING**; and,

The above described parcel contains 231 square feet of permanent easement; and,

Being a portion of the property conveyed to Sharon Dunaway, a single person, by deed dated October 19, 2018, of record in Deed Book 3624, Page 51, in the Fayette County Clerk's Office.

Described on Exhibit "A" attached hereto and incorporated herein by reference.

**FURTHER**, for and in consideration of the foregoing sum, 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, the temporary right to excavate, grade, construct, alter, re-grade and perform related work for the purpose of sanitary sewer construction, repair, installation and relocation through and across the following tract of land located within the confines of Lexington, Fayette County, Kentucky, to-wit:

**Temporary Construction Easement**  
**(a portion of 2339 Pierson Drive)**  
**Shandon Park Trunk**  
**Sanitary Sewer Improvement Project**

**COMMENCING** at a point, said point lying on the northern right-of-way of Pierson Drive, said point also being the southwest corner of Lot 1, Shandon Park, Unit 1B, of record in Plat Cabinet B, Slide 49, in the Office of the Fayette County Clerk; thence through Lot 1, North 51 Degrees 42 Minutes 48 Seconds East, 114.68 feet to the **TRUE POINT OF BEGINNING**; thence with an existing storm, sanitary and drainage easement through said Lot 1; North 36 Degrees 32 Minutes 36 Seconds West, 10.30 feet to a point in the proposed temporary easement; thence with the said easement

for two (2) calls: North 67 Degrees 25 Minutes 23 Seconds East, 40.75 feet to a point; thence South 28 Degrees 17 Minutes 54 Seconds East, 15.87 feet to a point in an existing sanitary sewer easement; thence with said easement, South 61 Degrees 55 Minutes 36 Seconds West, 10.00 feet to a point in the proposed permanent easement; thence with said easement, North 28 Degrees 17 Minutes 54 Seconds West, 6.79 feet to a point; thence continuing with said easement, South 67 Degrees 25 Minutes 23 Seconds West, 29.21 feet to the **TRUE POINT OF BEGINNING**; and,

The above described parcel contains 463 square feet of temporary construction easement; and,

Being a portion of the property conveyed to Sharon Dunaway, a single person, by deed dated October 19, 2018, of record in Deed Book 3624, Page 51, in the Fayette County Clerk's Office.

Described on Exhibit "A" attached hereto and incorporated herein by reference.

**TO HAVE AND TO HOLD** the above-described easements together with all rights, privileges, appurtenances and improvements thereunto belonging unto Grantee, its successors and assigns forever, for the purposes and uses herein designated.

The above-described temporary construction easements run 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 the prior written consent of the Grantee.

Grantor does hereby release and relinquish unto the Grantee, its successors and assigns forever, all of his 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 said Grantee, its successors and assigns forever, that he is lawfully seized in fee simple of said property and has good right to sell and convey the easements conveyed herein, and that he will **WARRANT GENERALLY** said title.

The obtaining of this easement was authorized by Resolution No. 772-2018 passed by the Lexington-Fayette Urban County Council on December 4, 2018. 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, the day and year first above written.

GRANTOR:

BY:   
SHARON DUNAWAY

[This portion intentionally left blank]

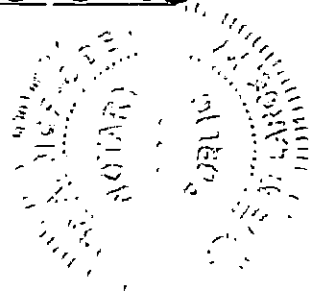
COMMONWEALTH OF KENTUCKY )  
 )  
COUNTY OF FAYETTE )

The foregoing Easement was subscribed, sworn to and acknowledged before me by Sharon Dunaway, a single person, on this the 7<sup>th</sup> day of June, 2019.

Lin McJadden  
Notary Public, State-At-Large, Kentucky

My Commission Expires: 6/20/2020

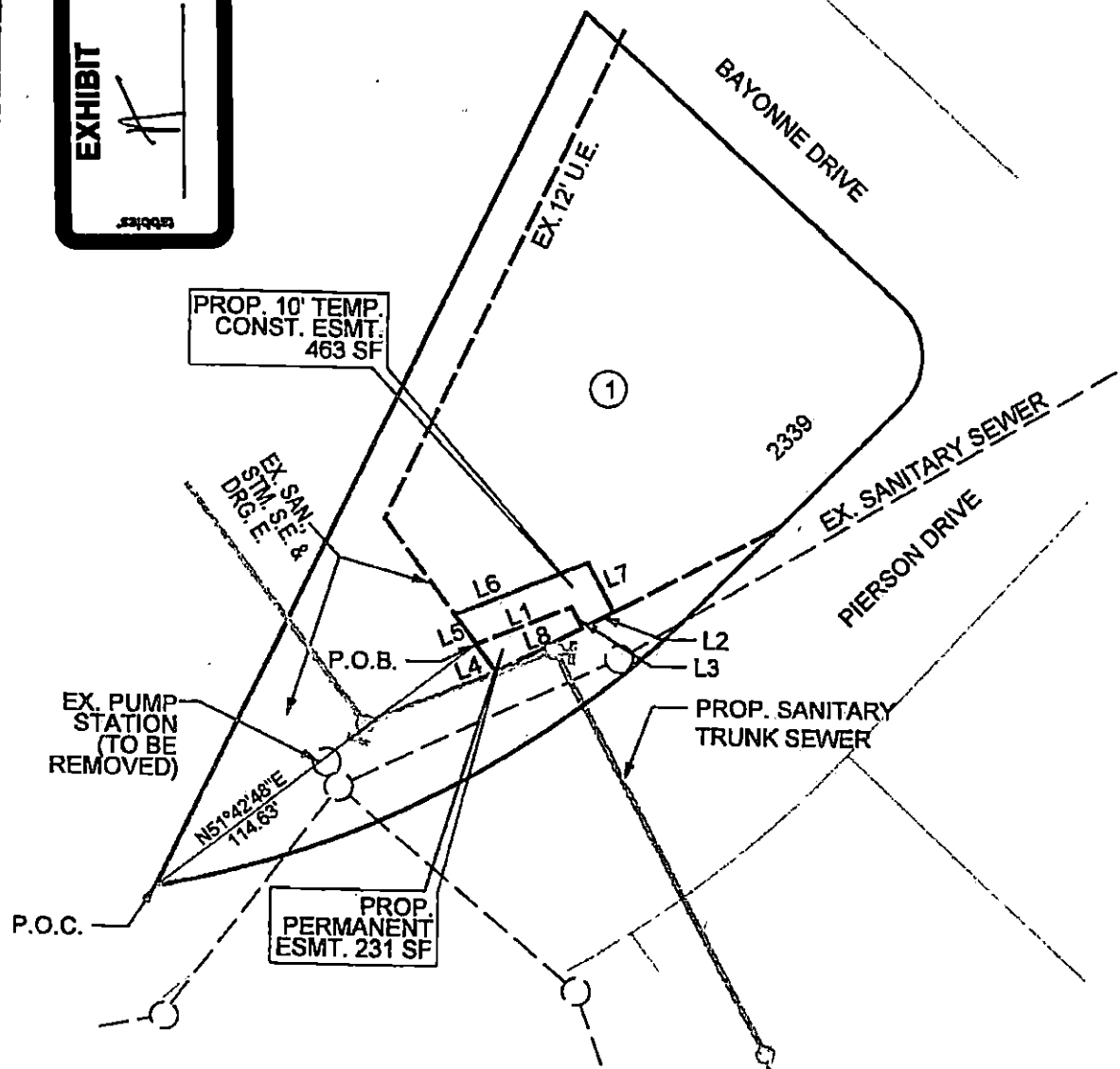
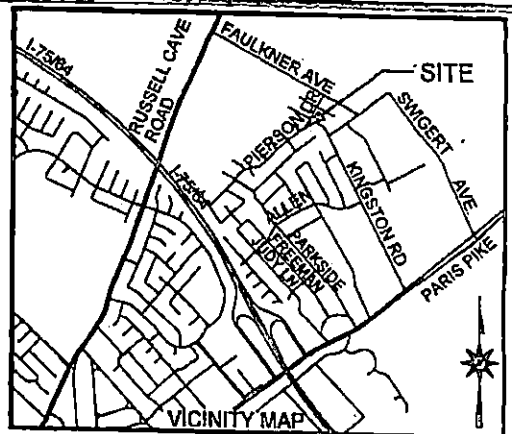
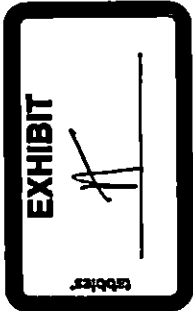
Notary ID # 558448



PREPARED BY:

Charles E. Edwards, III  
Charles E. Edwards, III  
Attorney  
Lexington-Fayette Urban County  
Government  
200 West Main Street, 11<sup>th</sup> Floor  
Lexington, Kentucky 40507  
(859) 258-3500

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**LINE TABLE**

LINE	BEARING	DISTANCE
L1	N 67°25'23" E	29.21'
L2	S 61°55'36" W	10.00'
L3	S 28°17'54" E	6.79'
L4	N 36°32'36" W	9.69'
L5	N 36°32'36" W	10.30'
L6	N 67°25'23" E	40.75'
L7	S 28°17'54" E	15.87'
L8	S 61°55'36" W	27.68'

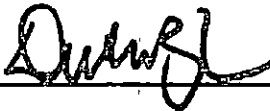
**AREAS**  
 PROP. PERMANENT EASEMENT: 231 SF  
 PROP. TEMPORARY CONSTRUCTION EASEMENT: 463 SF

**EA Partners, PLLC**  
 CIVIL ENGINEERS • LAND SURVEYORS • LANDSCAPE ARCHITECTS  
 3111 WALL STREET  
 LEXINGTON, KENTUCKY 40513  
 PHONE (606) 255-0609  
 FACSIMILE (606) 255-0607



EXHIBIT  
 TEMPORARY CONSTRUCTION EASEMENT &  
 PERMANENT EASEMENT  
 SHARON DUNAWAY  
 2339 PIERSON DRIVE  
 LEXINGTON, FAYETTE COUNTY, KENTUCKY  
 2019

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: PATTY DAVIS ,dc

201906110095

June 11, 2019                      9:59:24      AM

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

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