

**DEED OF EASEMENT**

This **PERMANENT SANITARY SEWER EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT** is made and entered into this the 12<sup>th</sup> day of July, 2022, by and between **JODY JUSTUS and CAROLINE JUSTUS, husband and wife**, 624 Blue Ash Drive, Lexington, Kentucky 40503, which is the in-care of tax mailing address for the current year (hereinafter "Grantors"), 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 **THREE HUNDRED SEVENTY-FIVE DOLLARS AND 25/100 CENTS (\$375.25)**, 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

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

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:

**Permanent Sanitary Sewer Easement**  
**Wolf Run Trunk F**  
**Sewer Improvement Project**  
**(a portion of 624 Blue Ash Drive)**

Tract A

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

**BEGINNING**, at a common corner with Chance and Abigail Timm (f/k/a Abigail Spalding) (Deed Book 3173, Page 679), said point being in the northerly boundary line of Unit 2 of the Gardner Subdivision (Plat Cabinet D, Slide 34);

Thence with the easterly property line of Chance and Abigail Timm (f/k/a Abigail Spalding), N 35°31'29" E, 4.70 feet to a point;

Thence leaving the easterly property line of Chance and Abigail Timm (f/k/a Abigail Spalding), with an existing sanitary sewer easement line through the lands of Jody and Caroline Justus, S 56°59'25" E, 75.05 feet to a point in the westerly property line of Evan Baileys and Lisa Chiffolo;

Thence with the westerly property line of Evan Baileys and Lisa Chiffolo, S 35°31'29" W, 5.96 feet to a point in the northerly boundary line of Unit 2 of the aforesaid Gardner Subdivision;

Thence with the northerly boundary line of Unit 2 of the Gardner Subdivision, N 56°01'31" W, 75.00 feet to the **TRUE POINT OF BEGINNING**; and,

The above-described parcel contains 0.009 Acres (400 sq. ft.) of permanent easement; and

**Permanent Sanitary Sewer Easement**  
**Wolf Run Trunk F**  
**Sewer Improvement Project**  
**(a portion of 624 Blue Ash Drive)**

Tract B

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

**BEGINNING**, at a common corner with Chance and Abigail Timm (f/k/a Abigail Spalding) (Deed Book 3173, Page 679), said point being in the northerly boundary line of Unit 2 of the Gardner Subdivision (Plat Cabinet D, Slide 34);

Thence with the easterly property line of Chance and Abigail Timm (f/k/a Abigail Spalding), N 35°31'29" E, 20.01 feet to the **TRUE POINT OF BEGINNING**;

Thence leaving the easterly property line of Chance and Abigail Timm (f/k/a Abigail Spalding), with a new permanent sanitary sewer easement line through the lands of Jody and Caroline Justus, S 56°01'31" E, 75.00 feet to a point in the westerly property line of Evan Baileys and Lisa Chiffolo;

Thence with the westerly property line of Evan Baileys and Lisa Chiffolo, S 35°31'29" W, 4.03 feet to a point;

Thence leaving the westerly property line of Evan Baileys and Lisa Chiffolo, with an existing sanitary sewer easement line through the lands of Jody and Caroline Justus, N 56°59'25" W, 75.05 feet to a point in the easterly property line of the aforesaid Chance and Abigail Timm (f/k/a Abigail Spalding);

Thence with the easterly property line of Chance and Abigail Timm (f/k/a Abigail Spalding), N 35°31'29" E, 5.30 feet to the **TRUE POINT OF BEGINNING**; and,

The above-described parcel contains 0.008 Acres (350 sq. ft.) of permanent easement; and,

The above Tract A and B being a portion of the property conveyed to Jody Justus (by and through his agent and attorney-in-fact Caroline Justus) and Caroline Justus, husband and wife, by Deed dated July 14, 2017, of record in Deed Book 3509, Page 569, 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:

**Temporary Construction Easement**  
**Wolf Run Trunk F**  
**Sewer Improvement Project**  
**(a portion of 624 Blue Ash Drive)**

**Tract C**

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

**BEGINNING**, at a common corner with Chance and Abigail Timm (f/k/a Abigail Spalding) (Deed Book 3173, Page 679), said point being in the northerly boundary line of Unit 2 of the Gardner Subdivision (Plat Cabinet D, Slide 34);

Thence with the easterly property line of Chance and Abigail Timm (f/k/a Abigail Spalding), N 35°31'29" E, 20.01 feet to the **TRUE POINT OF BEGINNING**;

Thence continuing with the easterly property line of Chance and Abigail Timm (f/k/a Abigail Spalding), N 35 °31'29" E, 20.01 feet to a point;

Thence leaving the easterly property line of Chance and Abigail Timm (f/k/a Abigail Spalding), with a new temporary construction easement line through the lands of Jody and Caroline Justus, S 56°01'31" E, 75.00 feet to a point in the westerly property line of Evan Baileys and Lisa Chiffolo;

Thence with the westerly property line of Evan Baileys and Lisa Chiffolo, S 35°31'29" W, 20.01 feet to a point;

Thence leaving the westerly property line of Evan Baileys and Lisa Chiffolo, with a new permanent sanitary sewer easement line through the lands of Jody and Caroline Justus, N 56°01'31" W, 75.00 feet to the TRUE POINT OF BEGINNING; and,

The above described parcel contains 0.035 Acres (1,502 sq. ft.) of temporary construction easement; and

Being a portion of the property conveyed to Jody Justus (by and through his agent and attorney-in-fact Caroline Justus) and Caroline Justus, husband and wife, by Deed dated July 14, 2017, of record in Deed Book 3509, Page 569, 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 Grantors. The above-described permanent easement runs with the land in perpetuity and is binding upon the successors and assigns of the Grantors. The temporary construction easement shall take effect upon the commencement of construction of the project and will expire upon completion of the project.

Grantors 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

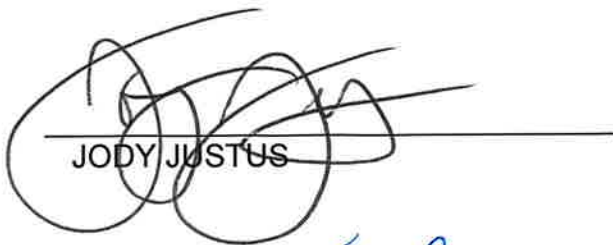
the Grantee's free use of the easement herein granted and provided further that no building or structure shall be erected upon, across, over or through said permanent easement without prior written consent of the Grantee.

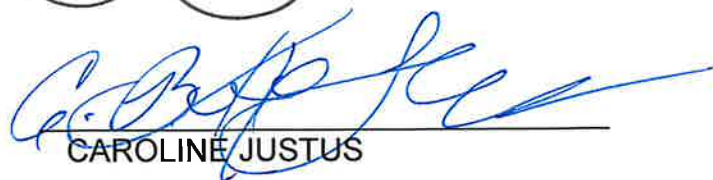
Grantors do hereby release and relinquish unto the Grantee, its successors and assigns forever, all of their right, title, and interest in and to the property to the extent of the interests conveyed herein, including all exemptions allowed by law, and do hereby covenant to and with the Grantee, its successors 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 that they will **WARRANT GENERALLY** said title.

The obtaining of this easement was authorized by Resolution 042-2022, passed by the Lexington-Fayette Urban County Council on February 10, 2022. 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 Grantors have signed this Deed of Easement, this the day and year first above written.

GRANTORS:

  
\_\_\_\_\_  
JODY JUSTUS

  
\_\_\_\_\_  
CAROLINE JUSTUS

COMMONWEALTH OF KENTUCKY )  
 )  
COUNTY OF FAYETTE )

This instrument was acknowledged, subscribed and sworn to before me by Jody Justus and Caroline Justus, husband and wife, on this the 12<sup>TH</sup> day of JULY, 2022.



Michael Louis Clayborne  
Notary Public, Kentucky, State-at-Large

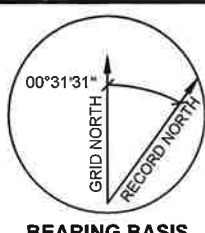
My Commission Expires: 05 / 10 / 2025

Notary ID # KYNP27704

PREPARED BY:

[Signature]

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



BEARING BASIS

626

CHANCE & ABIGAIL TIMM  
(FKA ABIGAIL SPALDING)  
626 BLUE ASH DR  
DB 3173, PG 679

BLUE ASH DRIVE  
S 54°28'31" E 75.00'

624

30' B.L.

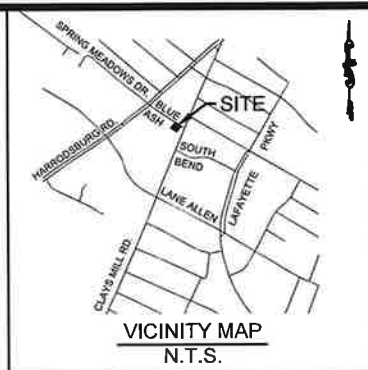
622

N 35°31'29" E 234.00'

JODY & CAROLINE JUSTUS  
624 BLUE ASH DR  
DB 3509, PG 569

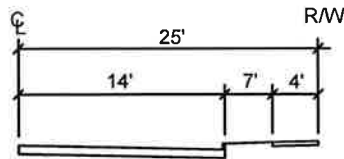
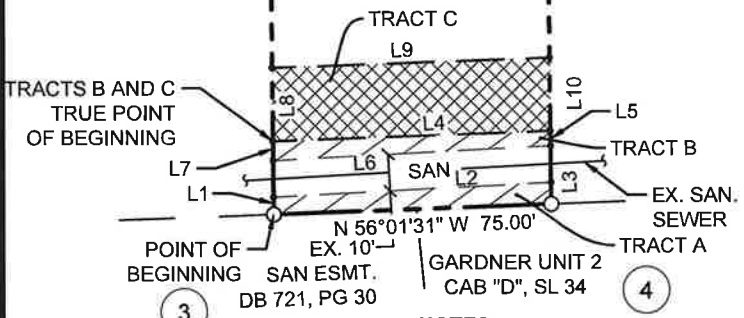
S 35°31'29" W 231.76'

EVAN BAILEYS & LISA CHIFFOLO  
622 BLUE ASH DR  
DB 3626, PG 212



VICINITY MAP  
N.T.S.

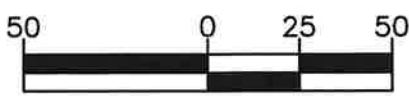
EASEMENT LINE TABLE		
LINE #	LENGTH	BEARING
L1	4.70'	N 35°31'29" E
L2	75.05'	S 56°59'25" E
L3	5.96'	S 35°31'29" W
L4	75.00'	S 56°01'31" E
L5	4.03'	S 35°31'29" W
L6	75.05'	N 56°59'25" W
L7	5.30'	N 35°31'29" E
L8	20.01'	N 35°31'29" E
L9	75.00'	S 56°01'31" E
L10	20.01'	S 35°31'29" W



SECTION "A"- "A"  
BLUE ASH DRIVE  
HALF SECTION

PERM. ESMT. AREA  
750 SQ. FT. (0.017 AC)

TEMP. ESMT. AREA  
1,502 SQ. FT. (0.034 AC)



GRAPHIC SCALE: 1"=50'

**NOTES:**

1. THE PROPERTY BOUNDARIES AND EASEMENTS SHOWN HEREON ARE BASED ON THE DESCRIPTION OF RECORD (DEED BOOK 3509, PAGE 569) IN THE FAYETTE COUNTY CLERK'S OFFICE. THE ORIGIN OF BEARINGS SHOWN HEREON IS BASED ON THE NORTH AMERICAN DATUM OF 1983, STATE PLANE KENTUCKY NORTH ZONE AS OBSERVED FROM KYCORS STATION "KYTG" USING A TRIMBLE R12, DUAL FREQUENCY RECEIVER.
2. IN ADDITION TO THE DESCRIPTION IN THE DEED OF RECORD, THE SUBJECT PROPERTY IS NOTED AS BEING A PART OF THE CHARLES G. WHALEN SUBDIVISION, A PLAT OF WHICH WAS KEPT AT THE OFFICE OF ROWE AND COMPANY ENGINEERS. THE SURVEYOR OF RECORD WAS NOT ABLE TO REVIEW THE PLAT, AND IT APPEARS THE PLAT WAS NEVER RECORDED IN THE OFFICE OF THE FAYETTE COUNTY CLERK. INFORMATION SHOWN ON THAT PLAT MAY APPLY TO THE SUBJECT PARCEL THAT IS NOT SHOWN HEREON.
3. THE PURPOSE OF THIS EXHIBIT IS TO DELINEATE A PROPOSED CONVEYANCE FOR A PERMANENT SANITARY SEWER SEWER EASEMENT AND A TEMPORARY CONSTRUCTION EASEMENT TO LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT.
4. THIS INFORMATION DOES NOT CONSTITUTE A BOUNDARY SURVEY AND SHALL NOT BE USED FOR PURPOSES OF LAND TRANSFER.

**SANITARY SEWER EASEMENT EXHIBIT  
JODY & CAROLINE JUSTUS  
624 BLUE ASH DRIVE  
WOLF RUN TRUNK F SEWER IMPROVEMENTS  
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT  
LEXINGTON, KENTUCKY**



FIGURE 1

APRIL 2022

2815.298



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: HALLIE WOOSLEY ,dc

202207180199

July 18, 2022 13:39:16 PM

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

345 - 353