

PERMANENT SANITARY SEWER EASEMENT

This **PERMANENT SANITARY SEWER EASEMENT** is made and entered into this the 21st day of June, 2021, by and between **LEGACY TRAIL, LLC**, a **Kentucky limited liability company**, 382 N. Lemon Avenue, #213, Walnut, CA 91789, 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 **FIVE THOUSAND TWO HUNDRED THIRTY-SIX DOLLARS AND 00/100 DOLLARS (\$5,236.00)**, 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, 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
Upper Cane Run Wet
Weather Storage Project
(a portion of 745 W. New Circle Road)

Return to:
Cynthia Cannon, Paralegal
LFUCG, Dept. of Law, 11th Floor
200 East Main Street
Lexington, KY 40507

Tract 1

Commencing at a point on the Grantor's northern property line, said point being common with a 90 degree bend in the Grantor's north property line, said line being common with the south property line of the Lexmark International Corporation, thence along the Grantor's north property line N 55° 09' 52" E 202.4 feet to the point of beginning. Thence leaving said property line S 67° 36' 35" E 41.7 feet to a point; thence N 55° 13' 16" E 187.0 feet to a point; thence N 82° 20' 51" E 140.6 feet to a point, said point being common with the Grantor's east property line and located in the center of Nandino Blvd, thence along the Grantor's east property line N 38° 17' 21" W 7.4 feet to a point; thence N 50° 11' 12" W 65.9 feet to a point; thence N 54° 44' 16" W 48.9 feet to a point, said point being a 90 degree bend in the Grantor's property line located in the center of Nandino Blvd; thence S 35° 44' 21" W 44.0 feet to a point; thence S 50° 17' 04" W 37.0 feet to a point; thence S 55° 14' 21" W 221.8 feet to the TRUE POINT OF BEGINNING; and,

The above described parcel contains 14,634 square feet, more or less of permanent easement; and

Tract 2

Commencing at a point on the Grantor's northern property line, said point being common with a bend in the Grantor's north property line, said line being common with the south property line of the Lexmark International Corporation, thence along the Grantor's north property line N 43° 53' 17" E 101.6 feet to the point of beginning. Thence leaving said property line S 31° 50' 49" E 14.8 feet to a point; thence along a curve with a delta of 49.191°, a radius of 48.43 feet, and a distance of 41.6 feet to a point; thence along a curve with a delta of 13.323°, a radius of 48.80 feet, and a length of 11.3 feet to a point, said point being common with an existing permanent easement; thence along the existing permanent easement N 46° 34' 12" W 62.2 feet to a point, said point being common with the Grantor's north property line; thence along the Grantor's north property line S 43° 53' 17" W 11.8 feet to the TRUE POINT OF BEGINNING; and,

The above described parcel contains 806 square feet, more or less of permanent easement; and

Tract 3

Commencing at the intersection of the Grantor's north property line and the south line of an existing permanent utility easement along the Cane Run Trunk Sewer, thence along said existing utility easement S 69° 15' 31" E 9.0 feet to the point of beginning, said point being common with the intersection of the south line of an existing permanent utility easement along the Cane Run Trunk Sewer and an existing permanent easement around an existing pump station; thence along said existing pump station easement S 46° 07' 43" E 66.1 feet to a point; thence continuing along the said existing pump station easement S 43° 30' 36" W 74.3 feet to a point; thence along a curve with a delta of 10.811°, a radius of 385.17 feet, and a distance of 72.7 feet to a point; thence N 8° 46' 41" E 70.1 feet to a point, said point being common with the south line of an existing permanent utility easement along Cane Run Trunk Sewer; thence along said existing utility easement N 69° 15' 31" W 85.3 feet back to the **TRUE POINT OF BEGINNING**; and,

The above described parcel contains 4,002 square feet, more or less of permanent easement; and

Tract 4

Beginning at the intersection of the Grantor's north property line and the north line of an existing permanent utility easement along the Cane Run Trunk Sewer, thence along said existing utility easement S 69° 15' 31" E 31.1 feet to a point; thence leaving said existing utility easement N 8° 46' 41" E 20.4 feet to a point; thence N 69° 15' 31" W 68.7 feet to a point on the Grantor's north property line; thence along said property line S 43° 53' 17" W 21.8 feet back to the **TRUE POINT OF BEGINNING**; and,

The above described parcel contains 1,502 square feet, more or less of permanent easement; and

All of the above tracts being a portion of the same property conveyed to Legacy Trail, LLC, a Kentucky limited liability company, by Deed dated April 13, 2018, of record in Deed Book 3573, Page 404, in the Fayette County Clerk's Office.

TO HAVE AND TO HOLD the above-described easement 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 permanent easement runs with the land in perpetuity and is binding upon the successors and assigns of the Grantor. 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 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 said property and has good right to sell and convey the easements as herein done, and that it will **WARRANT GENERALLY** said title.

The obtaining of this easement was authorized by Resolution 498-2020, passed by the Lexington-Fayette Urban County Council on October 22, 2020. Pursuant to KRS 382.135(2)(a), this permanent sanitary sewer easement, which pertains to a public utility, need not contain a statement of consideration.

IN TESTIMONY WHEREOF, the Grantor has signed this Permanent Sanitary Sewer Easement, this the day and year first above written.

GRANTOR:

LEGACY TRAIL, LLC, a
Kentucky limited liability company

By: 
LIANYA PAN, MEMBER

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES


) * See Attachment Notary
)

This instrument was acknowledged, subscribed and sworn to before me by Lianya Pan, as its Member, for and on behalf of Legacy Trail, LLC, a Kentucky limited liability company, on this the ___ day of _____, 2021.

Notary Public, State-at-Large, California

My Commission Expires: ___ / ___ / _____

PREPARED BY:



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

ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of Los Angeles }

On 21st June 2021 before me, Pradip V. Patel, Notary Public
(Here insert name and title of the officer)

personally appeared Lianya Pan,
 who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) (s) are subscribed to the within instrument and acknowledged to me that he she/they executed the same in (his) her/their authorized capacity(ies), and that by (his) her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

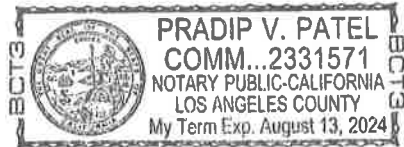
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public Signature

[Handwritten Signature]

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT
Permanent Sanitary Sewer Easement
(Title or description of attached document)
Sewer Easement
(Title or description of attached document continued)
 Number of Pages 5 Document Date 06/21/21

CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
 Corporate Officer

(Title)
 Partner(s)
 Attorney-in-Fact
 Trustee(s)
 Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

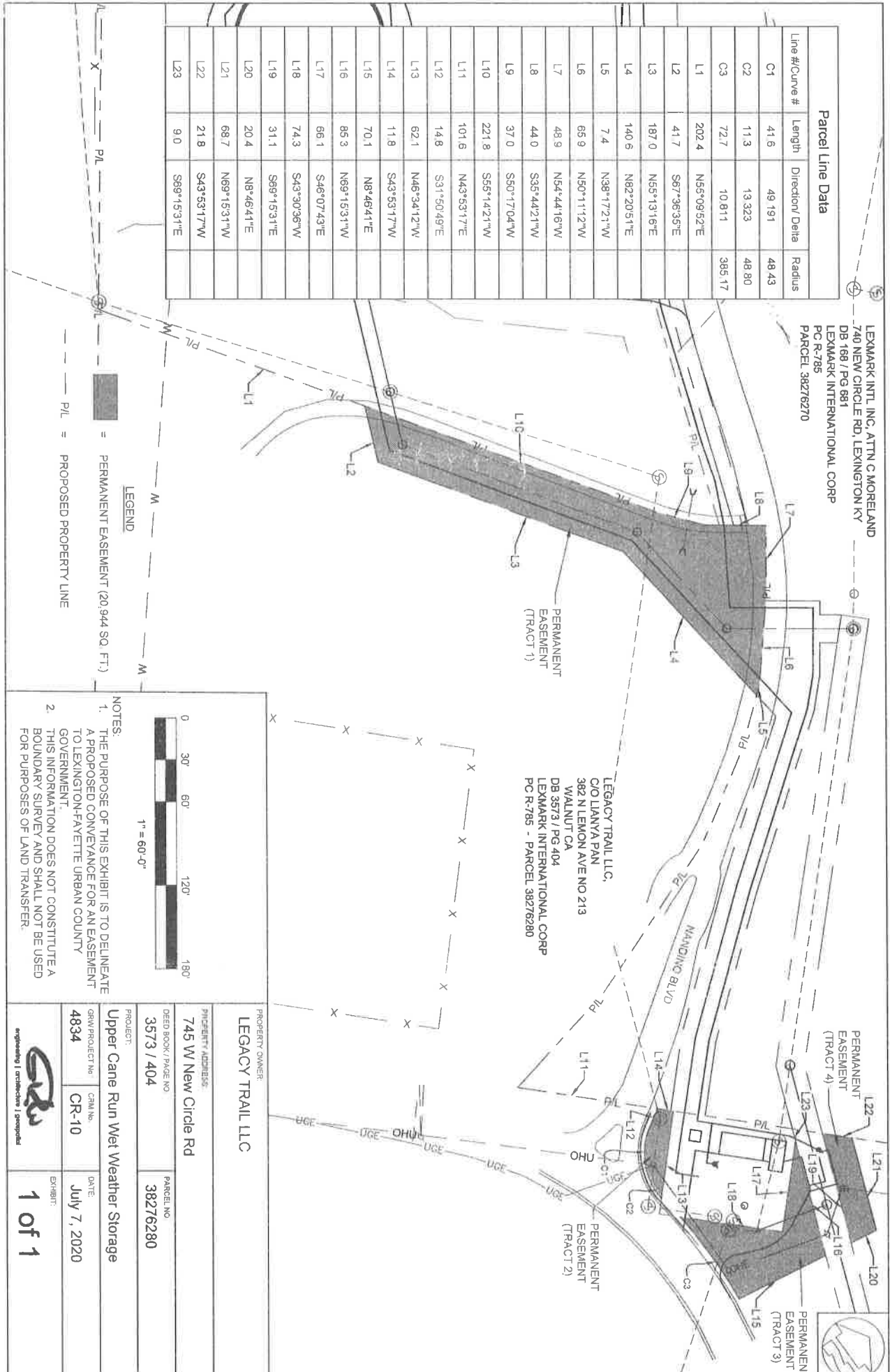
This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

LEXMARK INTL INC, ATTN C MORELAND
 740 NEW CIRCLE RD, LEXINGTON KY
 DB 168 / PG 681
 LEXMARK INTERNATIONAL CORP
 PC R-785
 PARCEL 38276270

LEGACY TRAIL LLC,
 C/O LIANYA PAN
 382 N LEMON AVE NO 213
 WALNUT CA
 DB 3573 / PG 404
 LEXMARK INTERNATIONAL CORP
 PC R-785 - PARCEL 38276280

Parcel Line Data			
Line #/Curve #	Length	Direction/ Delta	Radius
C1	41.6	49°19'1	48.43
C2	11.3	13°32'3	48.80
C3	72.7	10°8'11	385.17
L1	202.4	N55°09'52"E	
L2	41.7	S67°36'35"E	
L3	187.0	N55°13'16"E	
L4	140.6	N82°20'51"E	
L5	7.4	N38°17'21"W	
L6	65.9	N50°11'12"W	
L7	48.9	N54°44'16"W	
L8	44.0	S35°44'21"W	
L9	37.0	S50°17'04"W	
L10	221.8	S55°14'21"W	
L11	101.6	N43°53'17"E	
L12	14.8	S31°50'49"E	
L13	62.1	N46°34'12"W	
L14	11.8	S43°53'17"W	
L15	70.1	N8°46'41"E	
L16	85.3	N69°15'31"W	
L17	66.1	S46°07'43"E	
L18	74.3	S43°30'36"W	
L19	31.1	S69°15'31"E	
L20	20.4	N8°46'41"E	
L21	68.7	N69°15'31"W	
L22	21.8	S43°53'17"W	
L23	9.0	S89°15'31"E	



LEGACY TRAIL LLC
 745 W New Circle Rd
 DEED BOOK / PAGE NO
 3573 / 404

PROPERTY OWNER:
LEGACY TRAIL LLC

PROJECT:
Upper Cane Run Wet Weather Storage

OWNER/PROJECT No
4834

CR-10

DATE
July 7, 2020

EXHIBIT:
1 of 1

NOTES:
 1. THE PURPOSE OF THIS EXHIBIT IS TO DELINEATE A PROPOSED CONVEYANCE FOR AN EASEMENT TO LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT.
 2. THIS INFORMATION DOES NOT CONSTITUTE A BOUNDARY SURVEY AND SHALL NOT BE USED FOR PURPOSES OF LAND TRANSFER.



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: MELISSA STELTER ,dc

202107190313

July 19, 2021

14:30:52 PM

Fees	\$56.00	Tax	\$.00
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Total Paid	\$56.00
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8 Pages

264 - 271