

**GRANT OF EASEMENT**

This **EASEMENT** is made and entered into this 9<sup>th</sup> day of NOVEMBER, 2014, by and between **BOARD OF TRUSTEES OF THE PLEASANT RIDGE BAPTIST CHURCH, INC.**, a Kentucky non-profit corporation, 624-628 Wilderness Road, Lexington, Fayette County, Kentucky 40509, ("Grantor"), which is also the in-care of tax mailing address for the current 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 **Ten Dollars and 00/100 Cents (\$10.00)**, 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 a sanitary sewer line and appurtenances thereto, which sanitary sewer line and facilities 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 Easement**  
**(a portion of 612 Wilderness Road)**  
**Wilderness Road/Woodward Lane Sanitary Sewer**  
**Improvement Project**

Being a permanent easement for sanitary sewer improvements located at 612 Wilderness Road and being more particularly described as follows:

Beginning at a point in the Grantor's northwest property line, said point being S 44°17'14" W, 25.39 feet from the north

Glenda Humphrey George  
 LFUCG Department of Law  
 200 E. Main Street, 11<sup>th</sup> Floor  
 Lexington, Ky. 40507

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property corner of the Grantor's property; thence S 44°56'19" E, 129.05 feet to a point; thence S 23°30'25" E, 13.25 feet to a point in the southeast property line; thence S 40°50'33" W, 16.64 feet along the southeast property line; thence N 23°30'25" W, 17.62 feet to a point; thence N 44°56'19" W, 126.00 feet to a point in the northwest property line; thence N 44°17'14" E, 15.00 feet along the northwest property line to the point of beginning; Containing 2,144 square feet (0.049 acres), more or less and,

Being a portion of the same property conveyed to Board of Trustees of the Pleasant Ridge Baptist Church, Inc., a Kentucky non-profit corporation, by Deed dated July 31, 2003, of record in Deed Book 2386, Page 609, in the Fayette County Clerk's Office.

**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, regrade and perform related work for the purpose of sanitary sewer construction, 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-CE1**  
**(a portion of 612 Wilderness Road)**  
**Wilderness Road/Woodward Lane Sanitary Sewer**  
**Improvement Project**

Being a construction easement for sanitary sewer improvements located at 612 Wilderness Road and being more particularly described as follows:

Beginning at a point in the Grantor's northwest property line, said point being S 44°17'14" W, 12.89 feet from the north property corner of the Grantor's property; thence S 44°56'19" E, 34.69 feet to a point; thence S 45°03'41" W, 12.50 feet to a point; thence N 44°56'19" W, 34.52 feet to a point in the northwest property line; thence N 44°17'14" E, 12.50 feet

along the northwest property line to the point of beginning; Containing 433 square feet (0.010 acres), more or less; and,

**Temporary Construction Easement-CE2**

Beginning at a point in the Grantor's southeast property line, said point being S 40°50'33" W, 22.14 feet from the east property corner of the Grantor's property; thence S 40°50'33" W, 13.87 feet along the southeast property line; thence N 23°30'25" W, 13.25 feet to a point; thence N 44°56'19" W, 73.35 feet to a point; thence N 45°03'41" E, 12.50 feet to a point; thence S 44°56'19" E, 75.72 feet to a point; thence S 23°30'25" E, 9.62 feet to the point of beginning; Containing 1,075 square feet (0.025 acres), more or less; and.

**Temporary Construction Easement-CE3**

Beginning at a point in the intersection of the southeast property line of the Grantor's property and the south line of the proposed permanent easement, said point being S 40°50'33" W, 52.65 feet from the east property corner of the Grantor's property; thence S 40°50'33" W, 13.87 feet along the southeast property line; thence N 23°30'25" W, 21.26 feet to a point; thence N 44°56'19" W, 81.48 feet to a point; thence N 45°03'41" E, 12.50 feet to a point; thence S 44°56'19" E, 83.84 feet to a point; thence S 23°30'25" E, 17.62 feet to the point of beginning; Containing 1,276 square feet (0.029 acres), more or less; and,

**Temporary Construction Easement-CE4**

Beginning at a point in the intersection of the northwest property line of the Grantor's property and the south line of the proposed permanent easement, said point being S 44°17'14" W, 40.39 feet from the north property corner of the Grantor's property; thence S 44°56'19" E, 10.85 feet to a point; thence S 45°03'41" W, 12.50 feet to a point; thence N 44°56'19" W, 10.68 feet to a point in the northwest property line; thence N 44°17'14" E, 12.50 feet to the point of beginning; Containing 135 square feet (0.003 acres), more or less; and,

Being a portion of the same property conveyed to Board of Trustees of the Pleasant Ridge Baptist Church, Inc., a Kentucky non-profit corporation, by Deed dated July 31, 2003, of record in Deed Book 2386, Page 609, in the Fayette County

Clerk's Office.

**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 easement will expire upon completion of the construction of the improvement project on the land adjacent to this easement, runs with the land for the duration of the improvement project on the adjacent land, and is binding upon the heirs and assigns of the Grantor.

Grantor does hereby covenant to and with said 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 same as herein, and that it will **WARRANT GENERALLY** said title.

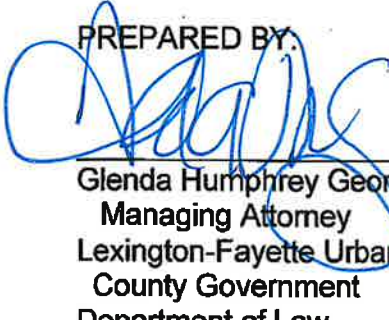
Grantor shall have the full right to use the surface of the land lying over said permanent easement for any purpose desired, provided such use will not interfere with the Grantee's free use of the easement herein granted and provided further that no building or structure shall be erected upon, across, over or through said permanent easement without the prior written consent of the Grantee.

The obtaining of this easement was authorized by Resolution No. 322-2006 passed by the Lexington-Fayette Urban County Council on June 8, 2006. Pursuant to KRS 382.135(2)(a), this public utility easement is exempt from the requirements related to certificate of consideration. This conveyance is exempt from real estate transfer tax pursuant to KRS 142.050.

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



PREPARED BY:



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Glenda Humphrey George,  
Managing Attorney  
Lexington-Fayette Urban  
County Government  
Department of Law  
200 East Main Street, 11<sup>th</sup> Floor  
Lexington, Kentucky 40507  
(859) 258-3500

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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: SHEA BROWN ,dc

201411200008

November 20, 2014                      8:44:23      AM

Fees                      \$26.00      Tax                      \$ .00

Total Paid                      \$26.00

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