

DEED OF EASEMENT

This **DEED OF EASEMENT** is made and entered into this 4th day of March, 2019, by and between **JOHN W. KENNEDY and M. JEAN KENNEDY, husband and wife**, 1648 Donelwal Drive, Lexington, Kentucky 40511 ("Grantors"), 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 **TWO HUNDRED TWENTY-TWO DOLLARS AND 38/100 CENTS (\$222.38)**, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantors have **BARGAINED** and **SOLD** and do 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 344 Radcliffe Road)
Thoroughbred Acres Trunk Sanitary
Sanitary Sewer Improvement Project

COMMENCING at a point, said point lying on the northern right-of-way of Radcliffe Road, also being the southwest corner of Lot 28, Marlboro Manor Subdivision, Unit 2A, of record in Plat Cabinet F, Slide 517, in the Office of the Fayette

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

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County Clerk; thence with the northern line of Lot 28, North 66 Degrees 42 Minutes 54 Seconds East, 29.98 feet to the **TRUE POINT OF BEGINNING**; thence continuing with said line for three (3) calls; thence North 66 Degrees 42 Minutes 54 Seconds East, 56.64 feet to a point; thence South 20 Degrees 19 Minutes 06 Seconds East, 1.25 feet to a point; thence North 66 Degrees 16 Minutes 34 Seconds East, 47.91 feet to a point on the proposed permanent easement; thence leaving said line and through Lot 28 with the said easement for three (3) calls; thence South 22 Degrees 56 Minutes 56 Seconds West, 2.41 feet to a point; thence South 66 Degrees 32 Minutes 49 Seconds West, 113.26 feet to a point; thence North 51 Degrees 22 minutes 54 Seconds East, 10.90 feet to the **TRUE POINT OF BEGINNING**; and,

The above described parcel contains 245 square feet of permanent easement; and,

Being a portion of the property conveyed to John W. Kennedy and M. Jean Kennedy, husband and wife, by deed dated April 28, 1993, of record in Deed Book 1672, Page 263, 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, Grantors have **BARGAINED** and **SOLD** and do 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 344 Radcliffe Road)
Thoroughbred Acres Trunk Sanitary
Sanitary Sewer Improvement Project

COMMENCING at a point, said point lying on the northern right-of-way of Radcliffe Road, also being the southwest corner of Lot 28, Marlboro Manor Subdivision, Unit 2A of record in Plat Cabinet F, Slide 517, in the Office of the Fayette

County Clerk; thence South 23 Degrees 19 Minutes 24 Seconds East, 8.22 feet to a point on the northern right-of-way of Radcliffe Road common to an existing sanitary sewer easement and the **TRUE POINT OF BEGINNING**; thence leaving the right-of-way of Radcliffe Road and through Lot 28 with said temporary easement; thence North 51 Degrees 22 Minutes 54 Seconds East, 20.18 feet to a point on the proposed permanent easement; thence with the said easement for two (2) calls; thence North 66 Degrees 32 Minutes 49 Seconds East, 113.26 feet to a point; thence North 22 Degrees 56 Minutes 56 Seconds East, 2.41 feet to a point on the northern line of Lot 28; thence with said line, North 66 Degrees 16 Minutes 34 Seconds East, 14.57 feet to a point on the proposed temporary easement; thence leaving said line and through Lot 28 with said easement for six (6) calls; thence South 22 Degrees 56 Minutes 56 Seconds West, 17.02 feet to a point; thence South 66 Degrees 32 Minutes 49 Seconds West, 66.79 feet to a point; thence North 22 Degrees 33 Minutes 39 Seconds West, 2.56 feet to a point; thence South 67 Degrees 08 Minutes 12 Seconds West, 37.93 feet to a point; thence South 23 Degrees 27 Minutes 11 Seconds East, 2.95 feet to a point; thence South 66 Degrees 32 Minutes 49 Seconds West, 32.08 feet to a point on the northern right-of-way of Radcliffe Road; thence with the said right-of-way, North 23 Degrees 19 Minutes 24 Seconds West, 4.72 feet to the **TRUE POINT OF BEGINNING**; and,

The above described parcel contains 1,289 square feet of temporary construction easement; and,

Being a portion of the property conveyed to John W. Kennedy and M. Jean Kennedy, husband and wife, by deed dated April 28, 1993, of record in Deed Book 1672, Page 263, 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 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 the 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 said 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 conveyed herein, and that they 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 Grantors have signed this Deed of Easement, the day and year first above written.

GRANTORS:

BY: 
JOHN W. KENNEDY

BY: 
M. JEAN KENNEDY

COMMONWEALTH OF KENTUCKY)
)
COUNTY OF FAYETTE)

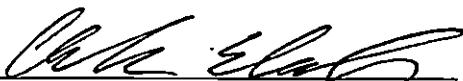
The foregoing Easement was subscribed, sworn to and acknowledged before me by John W. Kennedy and M. Jean Kennedy, husband and wife, on this the 4th day of March, 2019.


Notary Public, State-At-Large, Kentucky

My Commission Expires: 4/19/20

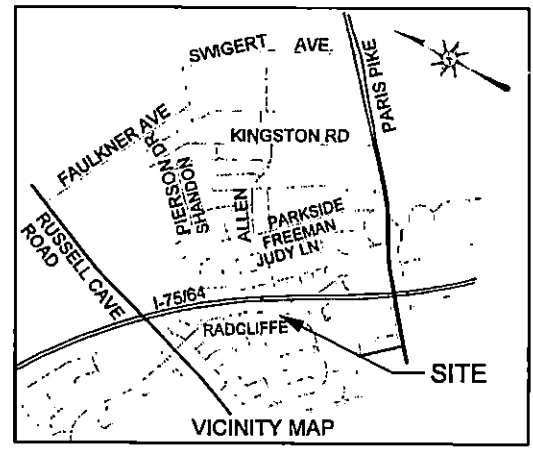
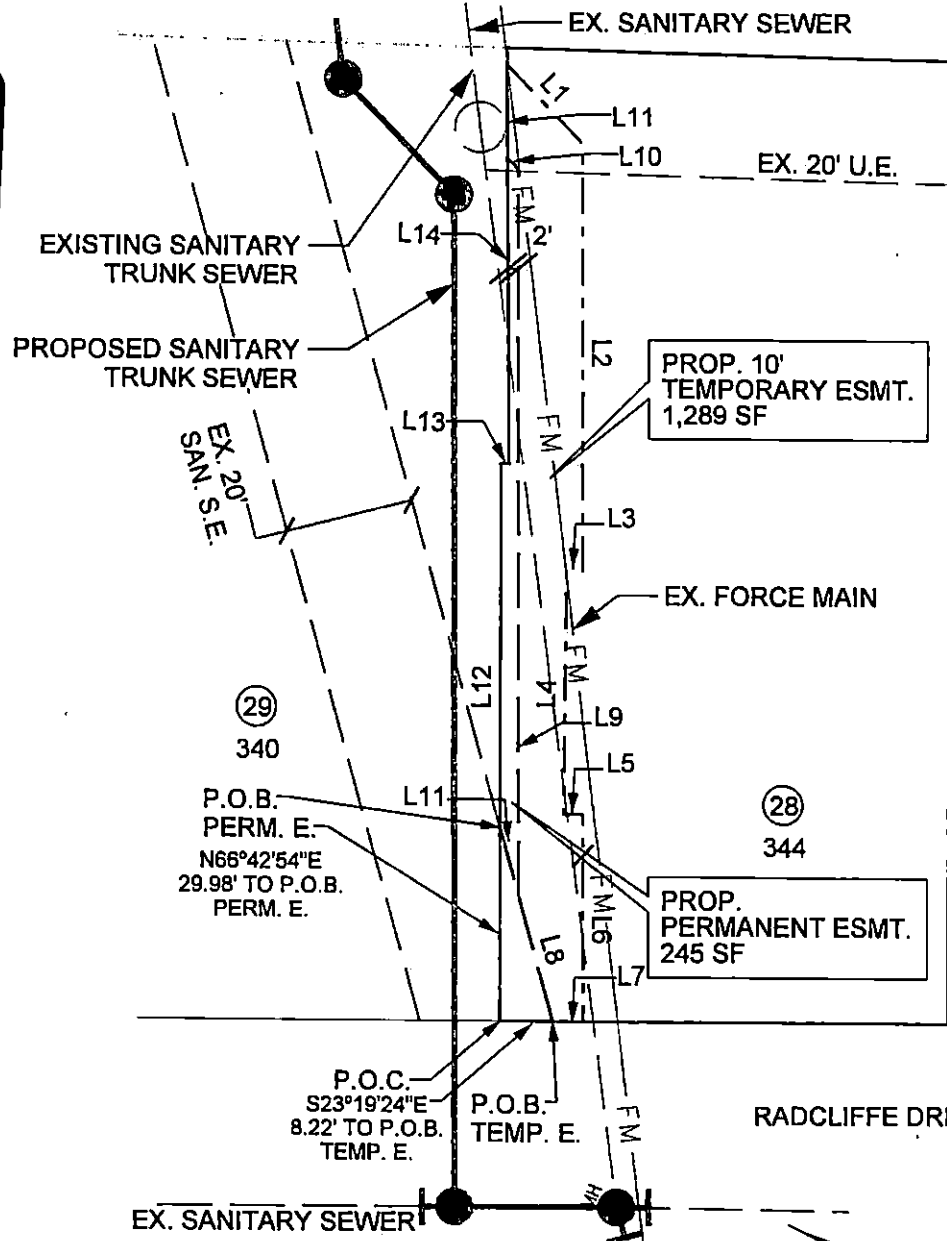
Notary ID # SS1470

PREPARED BY:


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

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INTERSTATE 75



AREAS
 PROPOSED PERMANENT EASEMENT:
 245 SF
 PROPOSED TEMPORARY EASEMENT:
 1,289 SF

LINE TABLE

LINE	BEARING	DISTANCE
L1	S 22°56'56" W	17.02'
L2	S 66°32'49" W	66.79'
L3	N 22°33'39" W	2.56'
L4	S 67°08'12" W	37.93'
L5	S 23°27'11" E	2.95'
L6	S 66°32'49" W	32.08'
L7	N 23°19'24" W	4.72'
L8	N 51°22'54" E	20.18'
L9	N 66°32'49" E	113.26'
L10	N 22°56'56" E	2.41'
L11	N 51°22'54" E	10.90'
L12	N 66°42'54" E	56.64'
L13	S 20°19'06" E	1.25'
L14	N 66°16'34" E	47.91'

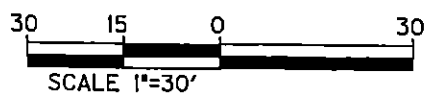
STATE OF KENTUCKY
 THOMAS WOODS HATFIELD
 LS-3547
 LICENSED
 PROFESSIONAL
 LAND SURVEYOR

3/19/18

EXHIBIT
 TEMPORARY CONSTRUCTION EASEMENT &
 PERMANENT EASEMENT
 JOHN & JEAN KENNEDY
 344 RADCLIFFE DRIVE
 LEXINGTON, FAYETTE COUNTY, KENTUCKY
 2018

EA Partners, PLLC

CIVIL ENGINEERS • LAND SURVEYORS • LANDSCAPE ARCHITECTS
 3115 WALL STREET
 LEXINGTON, KENTUCKY 40513
 PHONE (859) 296-6869
 FACSIMILE (859) 296-9987



RADCLIFFE DRIVE

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: PATTY DAVIS ,dc

201904030191

April 3, 2019 12:23:59 PM

Fees	\$26.00	Tax	\$0.00
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Total Paid	\$26.00
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7 Pages

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