

DEED OF EASEMENT

This **PERMANENT STORMWATER EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT** is made and entered into this the 26th day of October, 2022, by and between **NANCYE HUGHES SMITH**, a single person, 3475 Lyon Drive, Unit 70, Lexington, Kentucky 40513, 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 HUNDRED DOLLARS AND 00/100 CENTS (\$500.00)**, 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

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

assigns, permanent right to excavate, grade, construct, alter, re-grade and perform related work for the purpose of stormwater 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 Stormwater Easement
Lyon Drive
Stormwater Improvement Project
(a portion of 3475 Lyon Drive, Unit 70)

Drainage easements for a certain tract or parcel of land located on Lyon Drive in Lexington, Fayette County, Kentucky approximately 578 feet from the intersection of Lyon Drive and Ft. Harrods Drive and being more particularly described and bounded as follows:

Tract 70B

BEGINNING, at a nail and washer set in the east line of a parcel owned by Quail Run Townhouses Association, Inc. (formerly Harrods Hill Estates HOA) HOA Lot (Deed Book 1446, Page 43), Unit 2-H, Section 1-A (Plat Cabinet D, Slide 492), having a coordinate of N: 186674.67, E:1548405.91;

Thence a tie bearing of N 65° 21' 45" W, a distance of 131.86 feet to the common corner of Lot 71 (Diane H. Berkley, Deed Book 2557, Page 389) and Lot 70, and a point in the south line of Lot 17 (Lauren Maupin, Deed Book 3597, Page 001); thence leaving Lot 17 and going with the line of Lot 71, S 24°38'17" W, a distance of 4.76 feet (L1), which is the **TRUE POINT OF BEGINNING**, having a coordinate of N:186725.31, E:1548284.08; thence the following four calls:

- 1) Thence with the line between Lot 70 and Lot 71, S 24°38'17" W, a distance of 15.00 feet (L5) to a point in said line;
- 2) Thence leaving the line of Lot 71 and crossing Lot 70, N 64°38'43" W, a distance of 30.10 feet (L6) to a point in the line between Lot 69 (Glen

& Mary Bosch, Deed Book 1663, Page 616) and Lot 70;

- 3) Thence with said line, N 24°38'17" E, a distance of 15.00 feet (L7) to another point in said line;
- 4) Thence leaving Lot 69 and crossing Lot 70, S 64°38'43" E, a distance of 30.10 feet (L8) back to the **TRUE POINT OF BEGINNING**; and,

The above-described parcel contains 0.0104 Acres (452 sq. ft.) of permanent easement; and

Tract 70B, being a portion of the same property conveyed to Nancye Hughes Smith, a single person, by Deed dated September 10, 2019, of record in Deed Book 3702, Page 293, 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 stormwater 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 Exhibit "A" attached hereto, and more particularly described as follows:

Temporary Construction Easement
Lyon Drive
Stormwater Improvement Project
(a portion of 3475 Lyon Drive, Unit 70)

Tract 70A
BEGINNING, at a nail and washer set in the east line of a parcel owned by Quail Run Townhouses Association, Inc. (formerly Harrods Hill Estates HOA) HOA Lot (Deed Book 1446, Page 43), Unit 2-H, Section 1-A (Plat Cabinet D, Slide 492), having a coordinate of N: 186674.67 E:1548405.91;

Thence a tie bearing of N 65° 21' 46" W, a distance of 131.86 feet to the common corner of Lot 71 (Diane H. Berkley, Deed Book 2557, Page 389) and Lot 70, and a point in the south line of Lot 17 (Lauren Maupin, Deed Book 3597 Page 001), which is the **TRUE POINT OF BEGINNING**, having a coordinate of N:186729.64, E:1548286.06; thence the following four calls:

- 1) Thence with the line between Lot 70 and Lot 71, S 24°38'17" W, a distance of 4.76 feet (L1) to a point in said line;
- 2) Thence leaving the line Lot 71 and crossing Lot 70, N 64°38'43" W, a distance of 30.10 feet (L2) to a point in the line between Lot 69 (Glen & Mary Bosch, Deed Book 1663, Page 616) and Lot 70;
- 3) Thence with the line, N 24°38'17" E, a distance of 4.38 feet (L3) to a point in the southern line of Lot 18 (Virginia L. Bradley, Deed Book 2022, Page 671);
- 4) Thence with Lot 18, S 65°21'46" E, a distance of 27.89 feet, leaving Lot 18 and continuing with the line of Lot 19 for a distance of 2.21 feet to the **TRUE POINT OF BEGINNING**, a total distance of 30.10 feet (L4); and,

The above described parcel contains 0.0032 Acres (137 sq. ft.) of temporary construction easement; and

Tract 70C

BEGINNING, at a nail and washer set in the east line of a tract owned by Quail Run Townhouses Association, Inc. (formerly Harrods Hill Estates HOA) HOA Lot (Deed Book 1446, Page 43), Unit 2-H, Section 1-A (Plat Cabinet D, Slide 492), having a coordinate of N: 186674.67, E:1548405.91;

Thence a tie bearing of N 65° 21' 45" W, a distance of 131.86 feet to a common corner of Lot 71 (Diane H. Berkley, Deed Book 2557, Page 389) and Lot 70, and a point in the south line of Lot 17 (Lauren Maupin, Deed Book 3597, Page 001); thence leaving Lot 17 and going with the line of Lot 71, S 24°38'17" W, a distance of 4.76 feet (L1); thence

continuing with said line of Lot 70, S 24°38'17" W, a distance of 15.00 feet (L5), which is the TRUE POINT OF BEGINNING, having a coordinate of N:186711.68, E:1548277.82; thence the following four calls:

- 1) Thence continuing with the line between Lot 70 and Lot 71, S 24°38'17" W, a distance of 5.00 feet (L9) to a point in said line;
- 2) Thence leaving the line of Lot 71 and crossing Lot 70, N 64°38'43" W, a distance of 30.10 feet (L10) to a point in the line between Lot 69 (Glen & Mary Bosch, Deed Book 1663, Page 616) and Lot 70;
- 3) Thence with said line, N 24°38'17" E, a distance of 5.00 feet (L11) to another point in said line;
- 4) Thence leaving Lot 69 and crossing Lot 70, S 64°38'43" E, a distance of 30.10 feet (L12) back to the TRUE POINT OF BEGINNING; and,

The above described parcel contains 0.0035 Acres (151 sq. ft.) of temporary construction easement; and

Tract 70A and Tract 70C, being a portion of the same property conveyed to Nancye Hughes Smith, a single person, by Deed dated September 10, 2019, of record in Deed Book 3702, Page 293, 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 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 prior written consent of the Grantee.

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

The obtaining of this easement was authorized by Resolution 458-2022, passed by the Lexington-Fayette Urban County Council on August 30, 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 Grantor has signed this Deed of Easement, this the day and year first above written.

GRANTOR:

BY: Nancye Hughes Smith
NANCYE HUGHES SMITH

COMMONWEALTH OF KENTUCKY)
)
COUNTY OF FAYETTE)

This instrument was acknowledged, subscribed and sworn to before me by Nancye Hughes Smith, a single person, on this the 26th day of October, 2022.

Frank H. Mason
Notary Public, Kentucky, State-at-Large

My Commission Expires: 8 / 22 / 2023

Notary ID # 629764



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

X:\Cases\WATER-AIR\22-RE0275\RE\00766903.DOC

SURVEY NOTES

1. THE PURPOSE OF THIS PLAT IS TO ESTABLISH EASEMENT TRACTS 70A, 70B, & 70C ON LOT 70.
2. KENTUCKY STATE PLANE NORTH ZONE COORDINATE SYSTEM AND NORTH AMERICAN VERTICAL DATUM 1988.
3. THIS IS NOT A BOUNDARY SURVEY PER KAR 18:150.
4. NO PROPERTY CORNERS WERE SET FOR THIS PROPERTY
5. PROPERTY SHOWN IS NOT INCLUDED IN THE FLOODPLAIN AS SHOWN ON NFIP PANEL 2100670114E, DATED MARCH 3, 2014.

LAND SURVEYOR'S CERTIFICATION:

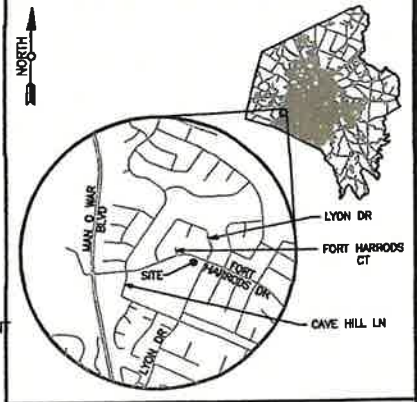
I DO HEREBY CERTIFY THAT THIS EASEMENT PLAT WAS PREPARED UNDER MY DIRECTION AND THAT, TO THE BEST OF MY KNOWLEDGE AND BELIEF, THE BOUNDARIES OF THE PROPERTY BEING TRANSFERRED ARE TRUE AND ACCURATE.

Timothy D. Woodcock

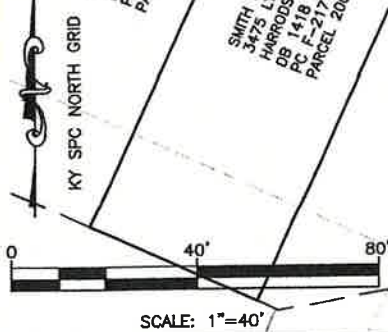
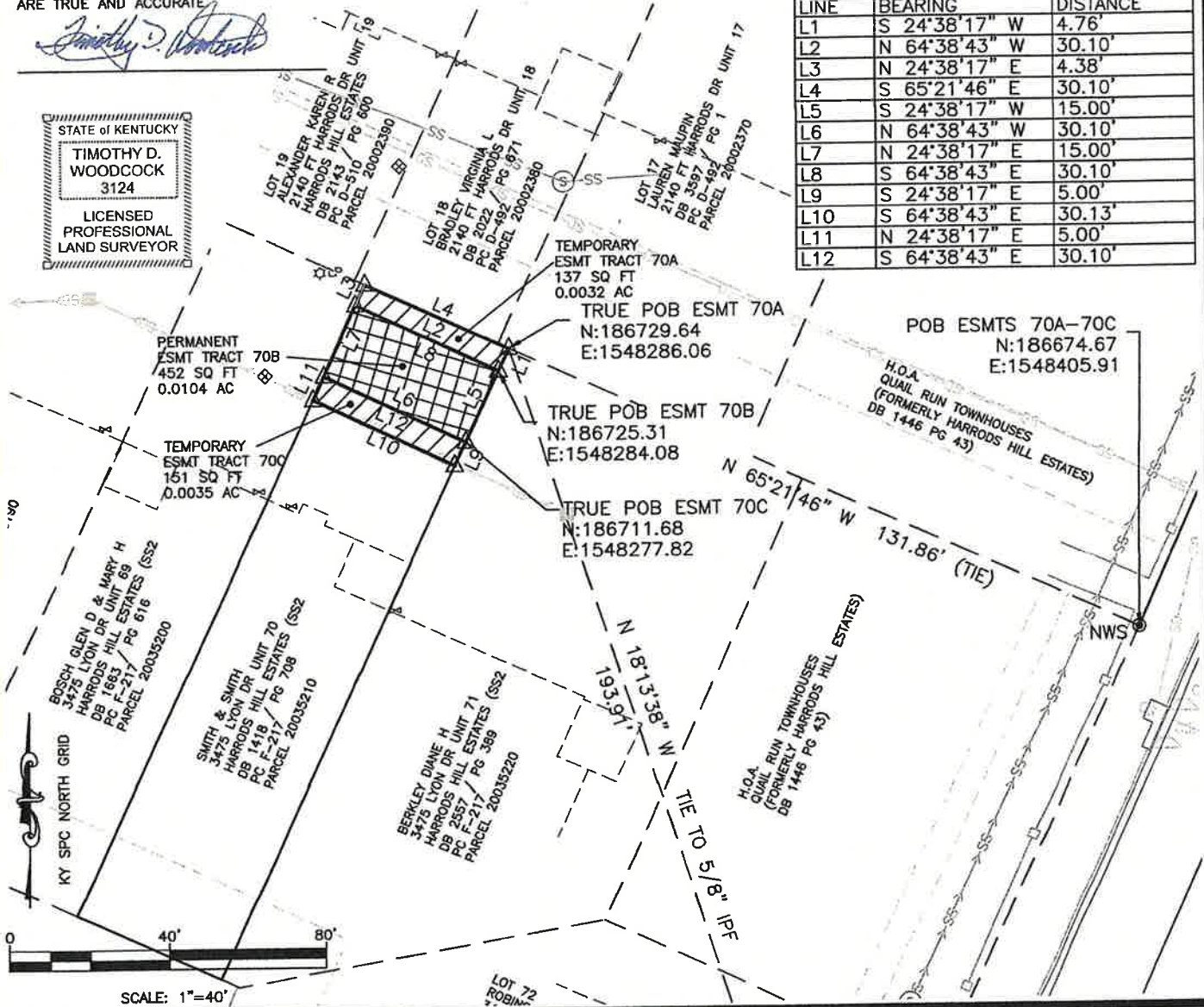
STATE of KENTUCKY
TIMOTHY D. WOODCOCK
 3124
 LICENSED PROFESSIONAL LAND SURVEYOR

LEGEND:

- DB PG DEED BOOK & PAGE
- PC PG PLAT CABINET & PAGE
- ▲ CALCULATED CORNER
- IPF IRON PIN FOUND
- IPS IRON PIN SET
- PFND PINCHED PIPE FOUND
- NWS MAG NAIL & WASHER SET
- PPF POWER POLE FOUND
- ROW RIGHT-OF-WAY
- PROPERTY LINE
- PROPERTY LINE: ADJOINING
- EASEMENT LINE
- MINIMUM BUILDING SETBACK LINE
- SANITARY SEWER
- SD—SD—[] STORM DRAIN LINE & STRUCTURE
- [] TEMPORARY CONSTRUCTION EASEMENT
- [] PERMANENT DRAINAGE EASEMENT



LINE	BEARING	DISTANCE
L1	S 24°38'17" W	4.76'
L2	N 64°38'43" W	30.10'
L3	N 24°38'17" E	4.38'
L4	S 65°21'46" E	30.10'
L5	S 24°38'17" W	15.00'
L6	N 64°38'43" W	30.10'
L7	N 24°38'17" E	15.00'
L8	S 64°38'43" E	30.10'
L9	S 24°38'17" E	5.00'
L10	S 64°38'43" E	30.13'
L11	N 24°38'17" E	5.00'
L12	S 64°38'43" E	30.10'



TEMPORARY CONSTRUCTION AND PERMANENT DRAINAGE EASEMENT EXHIBIT TRACTS 70A, 70B, & 70C

LOCATED AT: LOT 70 HARROD HILLS ESTATES, UNIT 2-H, SECTION 1-C
 3475 LYON DRIVE, UNIT 70, LEXINGTON, KY, FAYETTE COUNTY
 CLIENT: BELL ENGINEERING, 2480 FORTUNE DRIVE SUITE 350, LEXINGTON, KY 40509
 OWNER: SMITH & SMITH, 3475 LYON DRIVE LEXINGTON, KY 40513
 PROJECT: 2022-007, SCALE: 1"=40', DATE: 08/25/2022, SIZE: 8.5x11, SHT: 1 OF 1
 CAD: JME, PLS: TDW, PLS QC: AMJ



ABBIE JONES CONSULTING
 PROFESSIONAL LAND SURVEYING & ENGINEERING
 1022 FONTAINE RD.
 LEXINGTON, KY 40502
 859.559.3443
 www.abbie-jones.com

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

202210280037

October 28, 2022 9:32:45 AM

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

367 - 375