

**DEED OF EASEMENT**

This **PERMANENT SANITARY SEWER EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT** is made and entered into this the 17TH day of DECEMBER, 2024, by and between **FRAZIER INVESTMENTS I, LLC**, a Kentucky **limited liability company**, 403 Lafayette Parkway, Lexington, Kentucky 40503, 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 **ONE THOUSAND FIVE HUNDRED DOLLARS AND 00/100 CENTS (\$1,500.00)**, 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 assigns, permanent right to excavate, grade, construct, alter, re-grade and perform related work for the purpose of sanitary sewer improvements and construction, installation, repair, maintenance and relocation through

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

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 G
Sewer Improvement Project
(a portion of 125 Venice Park)

Tract A

All that strip or parcel of land situated on the west side of Venice Park, southwest of Rosemont Garden in Lexington, Fayette County, Kentucky, and being more fully described and bounded as follows, to wit:

BEGINNING, at a common corner between Lot 18 and Lot 19, as shown on the Plat of the Venice Park Subdivision (Plat Cabinet E, Slide 376), said point being in the easterly property line of Robert E. Milward (Deed Book 4043, Page 70);

Thence leaving the easterly property line of Robert E. Milward, with the southerly property line of Lot 18, North 82°57'21" East, a distance of 26.31 feet to the **TRUE POINT OF BEGINNING**;

Thence leaving the southerly property line of Lot 18, with a new permanent sanitary sewer easement line through the lands of Lot 19 for three (3) calls:

- 1) South 02°17'46" West, a distance of 47.75 feet to a point;
- 2) South 17°35'57" East, a distance of 12.82 feet to a point; and
- 3) South 36°38'14" East, a distance of 39.02 feet to a point in the northerly property line of Lot 20;

Thence with northerly property line of Lot 20, South 49°36'39" West, a distance of 20.04 feet to a point;

Thence leaving the northerly property line of Lot 20, with a new permanent sanitary sewer easement line through the

lands of Lot 19, North 36°38'14" West, a distance of 46.56 feet to a point;

Thence with an existing sanitary sewer easement line, North 20°54'57" West, a distance of 12.41 feet to a point;

Thence with a new permanent sanitary sewer easement line, North 02°17'46" East, a distance of 52.83 feet to a point in the southerly property line of the aforesaid Lot 18;

Thence with the northerly property line of Lot 18, North 82°57'21" East, a distance of 20.27 feet to the **TRUE POINT OF BEGINNING**; and,

The above-described parcel contains 0.049 Acres (2,130 sq. ft.) of permanent easement; and

Tract A, being a portion of the same property conveyed to Frazier Investments I, LLC, a Kentucky limited liability company, by Deed dated November 24, 2010, of record in Deed Book 2979, Page 542 and by Deed of Correction dated November 24, 2010, of record in Deed Book 2989, Page 261, both referenced 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, repair, maintenance 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 G
Sewer Improvement Project
(a portion of 125 Venice Park)

Tract B

All that strip or parcel of land situated on the west side of Venice Park, southwest of Rosemont Garden in Lexington, Fayette County, Kentucky, and being more fully described and bounded as follows, to wit:

BEGINNING, at a common corner between Lot 18 and Lot 19, as shown on the Plat of the Venice Park Subdivision (Plat Cabinet E, Slide 376), said point being in the easterly property line of Robert E. Milward (Deed Book 4043, Page 70);

Thence leaving the easterly property line of Robert E. Milward, with the southerly property line of Lot 18, North 82°57'21" East, a distance of 26.31 feet to the **TRUE POINT OF BEGINNING**;

Thence continuing with the southerly property line of Lot 18, North 82°57'21" East, a distance of 10.13 feet to a point;

Thence leaving the southerly property line of Lot 18, with a new temporary sanitary sewer construction easement line through the lands of Lot 19 for four (4) calls:

- 1) South 02°17'46" West, a distance of 47.64 feet to a point;
- 2) South 17°35'57" East, a distance of 9.39 feet to a point;
- 3) South 36°38'14" East, a distance of 11.40 feet to a point; and
- 4) South 52°56'25" West, a distance of 10.00 feet to a point;

Thence with a new permanent sanitary sewer easement line for three (3) calls:

- 1) North 36°38'14" West, a distance of 13.15 feet to a point;
- 2) North 17°35'57" West, a distance of 12.82 feet to a point; and
- 3) North 02°17'46" East, a distance of 47.75 feet to the **TRUE POINT OF BEGINNING**; and,

The above-described parcel contains 0.016 Acres (711 sq. ft.) of temporary construction easement; and

Tract C

All that strip or parcel of land situated on the west side of Venice Park, southwest of Rosemont Garden in Lexington, Fayette County, Kentucky, and being more fully described and bounded as follows, to wit:

BEGINNING, at a common corner between Lot 18 and Lot 19, as shown on the Plat of the Venice Park Subdivision (Plat Cabinet E, Slide 376), said point being in the easterly property line of Robert E. Milward (Deed Book 4043, Page 70);

Thence leaving the easterly property line of Robert E. Milward, with the southerly property line of Lot 18, North 82°57'21" East, a distance of 6.04 feet to a point;

Thence leaving the southerly property line of Lot 18, with a new permanent sanitary sewer easement line through the lands of Lot 19, South 02°17'46" West, a distance of 52.83 feet to a point;

Thence with an existing sanitary sewer easement line, North 20°54'57" West, a distance of 33.79 feet to a point in the easterly property line of the aforesaid Robert E. Milward;

Thence with the easterly property line of Robert E. Milward North, 21°47'00" East, a distance of 22.06 feet to the **TRUE POINT OF BEGINNING**; and,

The above-described parcel contains 0.009 Acres (410 sq. ft.) of temporary construction easement; and

Tract D

All that strip or parcel of land situated on the west side of Venice Park, southwest of Rosemont Garden in Lexington, Fayette County, Kentucky, and being more fully described and bounded as follows, to wit:

BEGINNING, at a common corner between Lot 19 and Lot 20, as shown on the Plat of the Venice Park Subdivision (Plat Cabinet E, Slide 376), said point being in the easterly property line of Robert E. Milward (Deed Book 4043, Page 70);

Thence leaving the easterly property line of Robert E. Milward, with the northerly property line of Lot 20, North

49°36'39" East, a distance of 23.67 feet to the **TRUE POINT OF BEGINNING**;

Thence leaving the northerly property line of Lot 20, with an existing sanitary sewer easement line through the lands of Lot 19 for two (2) calls:

- 1) North 21°49'56" West, a distance of 48.30 feet to a point; and
- 2) North 20°54'57" West, a distance of 0.71 feet to a point;

Thence with a new permanent sanitary sewer easement line, South 36°38'14" East, a distance of 46.56 feet to a point in the northerly property line of the aforesaid Lot 20;

Thence with the northerly property line of Lot 20, South 49°36'39" West, a distance of 12.56 feet to the **TRUE POINT OF BEGINNING**; and,

The above-described parcel contains 0.007 Acres (292 sq. ft.) of temporary construction easement; and

Tracts B, C and D, being a portion of the same property conveyed to Frazier Investments I, LLC, a Kentucky limited liability company, by Deed dated November 24, 2010, of record in Deed Book 2979, Page 542 and by Deed of Correction dated November 24, 2010, of record in Deed Book 2989, Page 261, both referenced 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.

TOGETHER with the right to use the above-described easements during the time the sanitary sewer is being constructed, repaired or reconstructed, with the right of ingress and egress upon said easements as may be reasonably necessary for the construction and maintenance of said project.

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 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 it will **WARRANT SPECIALLY** said title.

The obtaining of this easement was authorized by Resolution 308-2023, passed by the Lexington-Fayette Urban County Council on June 15, 2023. 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:

FRAZIER INVESTMENTS I, LLC, a
Kentucky limited liability company

BY: LAFAYETTE PARK HOLDINGS, LLC, a
Kentucky limited liability company

BY: Deven A. Gross
DEVEN A. GROSS, MANAGER

BY: Eric S. Bayes
ERIC S. BAYES, MEMBER

COMMONWEALTH OF KENTUCKY)
)
COUNTY OF FAYETTE)

This instrument was acknowledged, subscribed and sworn to before me by
Deven A. Gross, as a Manager, for and on behalf of Lafayette Parkway Holdings, LLC,
a Kentucky limited liability company, as a Member of Frazier Investments I, LLC, a
Kentucky limited liability company, on behalf of said company, on this the 17th day of
DECEMBER, 2024.



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

My Commission Expires: 05 / 10 / 2025

Notary ID # KYNP27704

COMMONWEALTH OF KENTUCKY)
)
COUNTY OF FAYETTE)

This instrument was acknowledged, subscribed and sworn to before me by Eric S. Bayes, as a Member, for and on behalf of Frazier Investments, I, LLC, a Kentucky limited liability company, on behalf of said company, on this the 17th day of DECEMBER, 2024.



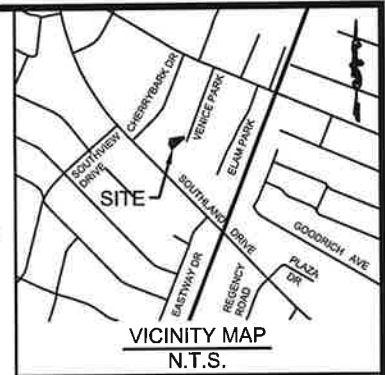
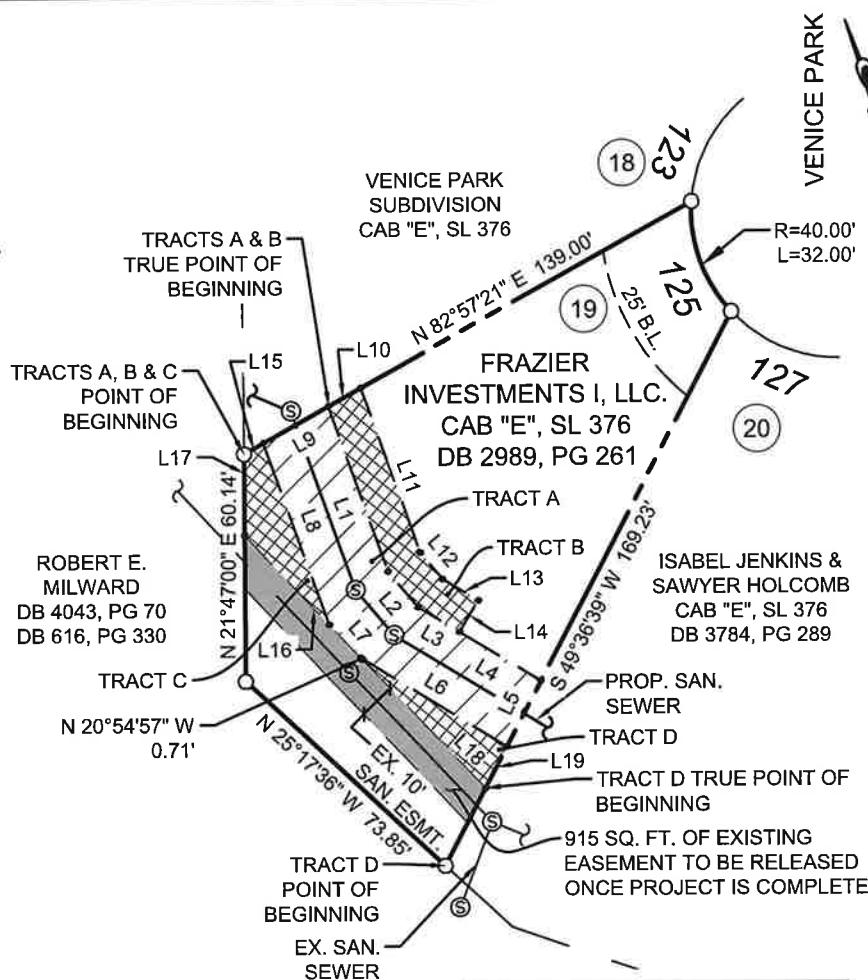
[Signature]
Notary Public, Kentucky, State-at-Large

My Commission Expires: 05 / 10 / 2025

Notary ID # KYNP27704

PREPARED BY:

[Signature]
TIFFANY HOLSKY,
Attorney
Lexington-Fayette Urban
County Government
Department of Law, 11th Floor
200 East Main Street
Lexington, Kentucky 40507
(859) 258-3500

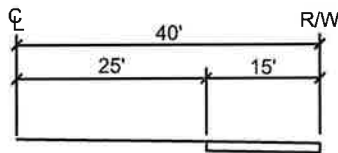


EASEMENT LINE TABLE		
LINE #	LENGTH	BEARING
L1	47.75'	S 02°17'46" W
L2	12.82'	S 17°35'57" E
L3	13.15'	S 36°38'14" E
L4	25.87'	S 36°38'14" E
L5	20.04'	S 49°36'39" W
L6	46.56'	N 36°38'14" W
L7	12.41'	N 20°54'57" W
L8	52.83'	N 02°17'46" E
L9	20.27'	N 82°57'21" E
L10	10.13'	N 82°57'21" E
L11	47.64'	S 02°17'46" W
L12	9.39'	S 17°35'57" E
L13	11.40'	S 36°38'14" E
L14	10.00'	S 52°56'25" W
L15	6.04'	N 82°57'21" E
L16	33.79'	N 20°54'57" W
L17	22.06'	N 21°47'00" W

EASEMENT LINE TABLE		
LINE #	LENGTH	BEARING
L18	48.30'	N 21°49'56" W
L19	12.56'	S 49°36'39" W

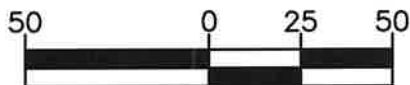
NOTES:

1. THE PROPERTY BOUNDARIES AND EASEMENTS SHOWN HEREON ARE BASED ON THE RECORD DESCRIPTION (DEED BOOK 2989 PAGE 261) AND CORRESPONDING PLAT (CABINET "E", SLIDE 376) OF RECORD 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 MODEL R12, DUAL FREQUENCY RECEIVER.
2. THE PURPOSE OF THIS EXHIBIT IS TO DELINEATE A PROPOSED CONVEYANCE FOR A PERMANENT SANITARY SEWER EASEMENT AND A TEMPORARY CONSTRUCTION EASEMENT TO LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT.
3. THIS INFORMATION DOES NOT CONSTITUTE A BOUNDARY SURVEY AND SHALL NOT BE USED FOR PURPOSES OF LAND TRANSFER.



PERM. ESMT. AREA
2,130 SQ. FT. (0.049 AC)

TEMP. ESMT. AREA
1,413 SQ. FT. (0.032 AC)



SANITARY SEWER EASEMENT EXHIBIT
FRAZIER INVESTMENTS I, LLC
125 VENICE PARK
WOLF RUN TRUNK G SEWER IMPROVEMENTS
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
LEXINGTON, KENTUCKY



FIGURE 1

NOVEMBER 2024

2815.298