

PERMANENT AND TEMPORARY GRANT OF EASEMENT

This **PERMANENT AND TEMPORARY GRANT OF EASEMENT** is made and entered into this the 11th day of February, 2019, by and between **CRAM-O-LOT INN, LLC, a Kentucky limited liability company**, 817 Nandino Boulevard, Lexington, Kentucky 40511, which is the in-care of tax mailing address for the current year ("Grantor"), and **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, 200 East Main Street, Lexington, Kentucky 40507, ("Grantee").

WITNESSETH:

That for and in consideration of the sum of **THIRTY THOUSAND 00/100 DOLLARS (\$30,000.00)**, 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, in perpetuity, the exclusive and permanent right to install, construct, maintain, repair, and inspect a shared-use-path and other related improvements, including walls and other hardscape features and appurtenances thereto, which said shared-use-path, appurtenances, walls, and other hardscape features shall be of such dimension, character, construction, and use as determined by Grantee, and which shall become a part of the Town Branch Trail. This permanent easement, and the exercise of the rights and privileges herein granted, are subject to and expressly include the following:

1. Grantee shall have the right, but not the obligation, at Grantee's expense, to install, construct, manage, use, repair and maintain a shared-use-path,

Return to:
Charles E. Edwards III
LFUCG, Dept. of Law, 11th Floor
200 East Main Street
Lexington, KY 40507

including walls and other hardscape features. Grantor shall not damage or otherwise harm the final paving of the Path at any time after the completion of the Path.

2. Grantor acknowledges that this Path is for non-motorized vehicles only with the exception of emergency or maintenance vehicles, or as necessary for persons of limited mobility.
3. Grantee shall have the right to make minor modifications to the location of the easement granted herein as reasonably necessary to align the Path.
4. Grantor shall not construct, develop, or maintain, or allow any other to construct, develop, or maintain, any right-of-way, easement of ingress or egress, driveway, road, utility line, or other easement into, on, over, under, or across the Path without the prior written permission of the Grantee. Grantor shall not erect fences, barriers, or signs that impede access to or use of the Path, or allow any other to do the same.
5. Grantee shall have the right to erect reasonable signs, blazing, or public art within the Path features.
6. Grantor shall not use the Path, or allow any other to use the Path, for any use which, in the reasonable opinion of Grantee, is or may possess the potential to become inconsistent with the Purposes of this Easement.
7. Grantor and Grantee have the right to cross the Path to repair any damage to the Path.

The tract of land on which the easement will be located is within the confines of Lexington, Fayette County, Kentucky, and more particularly described as follows, to-wit:

Permanent Easement
(a portion of 540 East Second Street)

Town Branch Commons, Zone 1
Parcel No. 21B

Being a tract of land located in Fayette County, Kentucky along Midland Avenue approximately 55 feet northeast of the intersection of Midland Avenue and Corral Street, and more particularly described as follows:

Beginning at a point 39.41 feet left of Midland Avenue Station 514+24.30; thence North 30 Degrees 53 Minutes 05 Seconds East for a distance of 14.50 feet, to a point 50.39 feet left of Midland Avenue Station 514+33.77; thence South 41 Degrees 45 Minutes 43 Seconds East for a distance of 12.97 feet, to a point 39.38 feet left of Midland Avenue Station 514+40.62; thence South 80 Degrees 13 Minutes 38 Seconds West for a distance of 16.32 feet, to a point 39.41 feet left of Midland Avenue Station 514+24.30 and the POINT OF BEGINNING;

The above described parcel contains 0.002 acres (90 sq. ft.) of permanent easement; and

Being a portion of the property conveyed to Cram-O-Lot Inn, LLC, a Kentucky limited liability company, by deed dated January 4, 2016, of record in Deed Book 3368, Page 52, 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 installing a shared-use-path and other related improvements, including walls and other hardscape features and appurtenances thereto, through and across the following tract of land located in the confines of Lexington, Fayette County, Kentucky, and more particularly described as follows, to wit:

Temporary Construction Easement
(a portion of 540 East Second Street)

Town Branch Commons, Zone 1
Parcel No. 21A

Being a tract of land located in Fayette County, Kentucky along Midland Avenue approximately 270 feet northeast of the intersection of Midland Avenue and Corral Street, and more particularly described as follows:

Beginning at a point 39.91 feet left of Midland Avenue Station 511+66.40; thence North 42 Degrees 30 Minutes 56 Seconds West for a distance of 29.71 feet, to a point 65.00 feet left of Midland Avenue Station 511+50.73; thence North 80 Degrees 00 Minutes 35 Seconds East for a distance of 44.68 feet to a point 65.00 feet left of Midland Avenue Station 511+94.96; thence South 09 Degrees 56 Minutes 23 Seconds East for a distance of 9.75 feet to a point 55.25 feet left of Midland Avenue Station 511+94.97; thence North 80 Degrees 10 Minutes 41 Seconds East for a distance of 180.08 feet to a point 55.06 feet left of Midland Avenue Station 513+75.05; thence North 09 Degrees 55 Minutes 51 Seconds West for a distance of 9.94 feet to a point 65.00 feet left of Midland Avenue Station 513+75.04; thence North 80 Degrees 07 Minutes 04 Seconds East for a distance of 34.96 feet to a point 65.00 feet left of Midland Avenue Station 514+10.00; thence North 46 Degrees 00 Minutes 05 Seconds East for a distance of 12.48 feet to a point 72.00 feet left of Midland Avenue Station 514+20.33; thence South 41 Degrees 45 Minutes 43 Seconds East for a distance of 25.45 feet to a point 50.39 feet left of Midland Avenue Station 514+33.77; thence South 30 Degrees 53 Minutes 05 Seconds West for a distance of 14.50 feet to a point 39.41 feet left of Midland Avenue Station 514+24.30; thence South 80 Degrees 13 Minutes 38 Seconds West for a distance of 257.99 feet to a point 39.91 feet left of Midland Avenue Station 511+66.40 and the POINT OF BEGINNING;

The above described parcel contains 0.118 acres (5,142 sq. ft.) of temporary construction easement; and

Being a portion of the property conveyed to Cram-O-Lot Inn, LLC, a Kentucky limited liability company, by deed dated January 4, 2016, of record in Deed Book 3368, Page 52, 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 said Grantee, its successors and assigns, 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 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 it will **WARRANT GENERALLY** said title.

The obtaining of this easement was authorized by Resolution 383-2018, passed by the Lexington-Fayette Urban County Council on June 21, 2018. Pursuant to KRS 382.135(2)(c), this grant of easement, which pertains to a public right-of-way, need not contain a statement of consideration.

IN TESTIMONY WHEREOF, the Grantor has signed this Permanent and Temporary Grant of Easement, this the day and year first above written.

GRANTOR:


CRAM-O-LOT INN, LLC


BRET A. MELROSE
MANAGER


State of Florida
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)
COUNTY OF FAYETTE)

This instrument was acknowledged, subscribed and sworn to before me by Bret A. Melrose, in his capacity as Manager of Cram-O-Lot Inn, LLC, on this the 12th day of February, 2019.




Notary Public, ~~██████████~~ State at Large
Florida
My Commission Expires: 5 / 16 / 2020

PREPARED BY:


CHARLES E. EDWARDS III
Attorney
Lexington-Fayette Urban County Government
Department of Law, 11th Floor
200 East Main Street
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

201902140029

February 14, 2019 9:52:20 AM

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