

GRANT OF EASEMENT

This **EASEMENT** is made and entered into this 8th day of October 2015, by and between **LINCKS PROPERTIES, LLC**, a Kentucky limited liability company, 3125 Weymouth Court, Lexington, Kentucky 40509 ("Grantor"), which is 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 the nominal consideration of **Ten Dollars and 00/100 Cents (\$10.00)**, and other good and valuable consideration, 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, the permanent right to lay, construct, operate, repair, reconstruct and remove a storm sewer line and appurtenances thereto, which storm 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 3455 Pimlico Parkway)
Pimlico Parkway Stormwater
Improvement Project

All that tract or parcel of land being a storm sewer easement situated on the north side of Pimlico Parkway in Lexington, Fayette County, Kentucky and being more particularly described as follows, to wit:

Hon. Keith Horn
LFUCG Dept. of Law
200 E. Main Street, 11th Floor
Lexington, KY 40507

(CC-F)

Beginning at a point in the north right-of-way of Pimlico Parkway and being a common corner to 3455 Pimlico Parkway (Lincks Properties, LLC) (DB1956, Page 342) (Gainesway Subdivision Unit 10-C, Lot B, Parcel 14986579) and 3459 Pimlico Parkway (Friley & Jones) (DB 1802, Page 156) (Gainesway Subdivision Unit 10-C, Lot B, Parcel 14986580); thence $N45^{\circ}16'56''E$, 79.04 feet, more or less along the common property line to **THE POINT OF BEGINNING OF THE STORM SEWER EASEMENT**; thence $N45^{\circ}25'53''W$ 56.17 feet more or less to a point; thence $S46^{\circ}20'43''W$ 50.65 feet more or less to a point in the existing 25-foot utility easement along the north right-of-way of Pimlico Parkway; thence $N42^{\circ}02'06''W$ 12.00' more or less along the existing utility easement; thence $N46^{\circ}20'48''E$ 61.94 more or less to a point in the existing parking lot; thence $S45^{\circ}25'53''E$ 62.36 feet more or less to a point; thence $N43^{\circ}40'38''E$ 33.80 feet more or less to a point; thence $N44^{\circ}51'45''W$ 2.00 feet more or less to a point; thence $N43^{\circ}40'38''E$ 18.76 feet more or less to a point in the southern line of the 12-foot existing utility easement running along the north side of the 3455 property; thence $S45^{\circ}17'06''E$ 9.06 feet more or less along the existing utility easement to a point in the common property line with 3459 Pimlico Parkway; thence $S45^{\circ}16'56''W$ 64.56 feet more or less along the common property line with 3459 Pimlico to the point of beginning and containing 1,790 square feet; and,

Being a portion of the same property conveyed to Lincks Properties, LLC, a Kentucky limited liability company, by Deed dated November 7, 1997, of record in Deed Book 1956, Page 342, 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, re-grade and perform related work for the purpose of storm 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
(a portion of 3455 Pimlico Parkway)
Pimlico Parkway Stormwater
Improvement Project

Tract A

All that tract or parcel of land being a temporary construction easement situated on the north side of Pimlico Parkway in Lexington, Fayette County, Kentucky and being more particularly described as follows, to wit:

Beginning at a point in the north right-of-way of Pimlico Parkway and being a common corner to 3455 Pimlico Parkway (Lincks Properties, LLC) (DB1956, Page 342) (Gainesway Subdivision Unit 10-C, Lot B, Parcel 14986579) and 3459 Pimlico Parkway (Friley & Jones) (DB 1802, Page 156) (Gainesway Subdivision Unit 10-C, Lot B, Parcel 14986580); thence $N45^{\circ}16'56''E$, 79.04 feet, more or less along the common property line to **THE POINT OF BEGINNING OF THE TEMPORARY CONSTRUCTION EASEMENT**; thence $S45^{\circ}16'56''W$ 3.00 feet more or less along the common property line to a point; thence $N45^{\circ}25'53''W$ 4.71 feet more or less to a point; thence $N45^{\circ}16'56''E$ 3.00 feet more or less to a point in the permanent storm sewer easement; thence $S45^{\circ}25'53''E$ 4.75 feet more or less to the point of beginning and containing 14 square feet; and,

Tract B

All that tract or parcel of land being a temporary construction easement situated on the north side of Pimlico Parkway in Lexington, Fayette County, Kentucky and being more particularly described as follows, to wit:

Beginning at a point in the north right-of-way of Pimlico Parkway and west property line to 3455 Pimlico Parkway (Lincks Properties, LLC) (DB1956, Page 342) (Gainesway Subdivision Unit 10-C, Lot B, Parcel 14986579); thence $N44^{\circ}42'54''E$ 121.33 feet more or less along the west property line of 3455 Pimlico to **THE POINT OF BEGINNING OF THE TEMPORARY CONSTRUCTION EASEMENT**; thence $N44^{\circ}42'54''E$ 7.00 feet more or less along the west 3455 property line to a point; thence $S44^{\circ}51'45''E$ 62.46 feet more or less to a point in the permanent storm sewer easement; thence $S43^{\circ}40'38''W$ 7.00 feet more or less along the permanent storm sewer easement to a point; thence $N44^{\circ}51'45''W$ 62.59 feet

more or less to the point of beginning and containing 438 square feet; and,

Both tracts being a portion of the same property conveyed Lincks Properties, LLC, a Kentucky limited liability company, by Deed dated November 7, 1997, of record in Deed Book 1956, Page 342, 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, for the purposes and uses herein designated.

The above-described temporary construction easements will expire upon completion of the construction of the improvement project on the land adjacent to these easements, run with the land for the duration of the improvement project on the adjacent land and are 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 easement 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 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 easements without the written consent of the Grantee.

The obtaining of this easement was authorized by Resolution No. 424-2015 passed by the Lexington-Fayette Urban County Council on July 7, 2015. Pursuant to KRS 382.135(2)(a), this public utility easement is exempt from the requirements related

PREPARED BY:



Michael Keith Horn,
Managing Attorney
Lexington-Fayette Urban
County Government
Department of Law, 11th Floor
200 East Main Street
Lexington, Kentucky 40507
(859) 258-3500

X:\Cases\WATER-AIR\15-RE0497\REV00495590.DOC

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

201510130102

October 13, 2015 10:15:40 AM

Fees	\$26.00	Tax	\$.00
Total Paid	\$26.00		

THIS IS THE LAST PAGE OF THE DOCUMENT

7 Pages

266 - 272