

DEED OF EASEMENTS

This **PERMANENT SANITARY SEWER EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT** is made and entered into this the 7 day of ~~November~~ ^{DECEMBER 2018} 2017, by and between **SHENTON BUSINESS, LTD**, a Virgin Islands, British corporation, P.O. Box 823, Versailles, Kentucky 40383, 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 **THIRTEEN THOUSAND SEVEN HUNDRED TWENTY-FOUR DOLLARS AND 75/100 DOLLARS (\$13,724.75)**, 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, the permanent right to lay, construct, operate, repair, reconstruct and remove a sanitary sewer, improvements and appurtenances thereto, which sanitary sewer 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, depicted on Exhibit "A" attached hereto, and more particularly described as follows:

Permanent Sanitary Sewer Easement
(a portion of 2380 Newtown Pike)
Expansion Area 3

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

(CC-F)

Beginning at a point, said point being on the common property line of Shenton Business, LTD and Anderson-Ramsey, LLC; said point being 69.51' from a common fence and property corner of Shenton Business LTD and Anderson-Ramsey, LLC; said point being approximately 528.05 feet southwest of the southern edge of a private road on the Shenton Business LTD property; said point being on a fence line separating the Shenton Business, LTD property from the Anderson-Ramsey, LLC property and lying midway between two paddock fences on the Shenton Business, LTD property; said point also being on the centerline of a proposed trunk sewer line belonging to the Lexington Fayette Urban County Government's Expansion Area 3 (EA-3) project and more fully described as follows:

From the point of beginning, N 23° 43' 54.42" E, 10.00 feet to a point; said point being on the aforementioned common property line of Shenton and Anderson; thence leaving said common property line and running across the Shenton Business LTD property; thence S 64° 37' 15.49" E, 224.60 feet to a point; thence N 58° 31' 30.41" E, 197.86 feet to a point; thence N 24° 40' 9.13" E, 325.72 feet to a point; thence N 83° 45' 38.50" E, 64.62 feet to a point; thence S 66° 14' 25.39" E, 322.39 feet to a point; thence S 65° 20' 20.55" E, 338.17 feet to a point; thence S 65° 20' 20.55" E, 200.55 feet to a point; thence S 65° 20' 20.55" E, 138.99 feet to a point; thence S 48° 51' 22.84" E, 17.31 feet to a point; said point being on the common property line of Shenton Business LTD and Anderson Victory Haven Training Center, a Kentucky corporation, whose address is 2501 Russell Cave Road, Lexington, KY 40511; thence with said common property line, S 25° 37' 3.91" W, 20.76 feet to a point; thence leaving common property line of Shenton Business and Victory Haven; thence N 48° 51' 22.84" W, 19.97 feet to a point; thence N 65° 20' 20.55" W, 136.09 feet to a point; thence N 65° 20' 20.55" W, 20.55 feet to a point; thence N 65° 20' 20.55" W, 338.01 feet to a point; thence N 66° 14' 25.39" W, 316.88 feet to a point; thence S 83° 45' 38.50" W, 47.92 feet to a point; thence S 24° 40' 9.61" W, 320.47 feet to a point; thence S 58° 31' 30.41" W, 214.78 feet to a point; thence N 64° 37' 15.49" W, 234.85 feet to a point on the common property line of Shenton Business and Anderson-Ramsey; thence with said common property line N 23° 43' 54.42" E, 10.00 feet to the point of beginning; and,

The above described parcel contains 0.84 acres (36,597.39 sq. ft.) of permanent easement; and

Being a twenty foot wide permanent sanitary easement on a portion of the same property conveyed to Shenton Business, LTD, a Virgin Islands, British corporation, by deed dated June 17, 2016, of record in Deed Book 3406, Page 662, 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 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
(a portion of 2380 Newtown Pike)
Expansion Area 3

Beginning at a point, said point being on the common property line of Shenton Business, LTD and Anderson-Ramsey, LLC; said point being 69.51' from a common fence and property corner of Shenton Business LTD and Anderson-Ramsey, LLC; said point being approximately 528.05 feet southwest of the southern edge of a private road on the Shenton Business LTD property; said point being on a fence line separating the Shenton Business, LTD property from the Anderson-Ramsey, LLC property and lying midway between two paddock fences on the Shenton Business, LTD property; said point also being on the centerline of a proposed trunk sewer line belonging to the Lexington Fayette Urban County Government's Expansion Area 3 (EA-3) project and more fully described as follows:

From the point of beginning, N 23° 43' 54.42" E, 25.01 feet to a point; said point being on the aforementioned common property line of Shenton and Anderson-Ramsey; thence leaving said common property line and running across the Shenton Business LTD property; thence S 64° 37' 15.49" E, 216.92 feet to a point; thence N 58° 31' 30.41" E, 185.18 feet to a point; thence N 24° 40' 9.61" E, 329.65 feet to a point; thence N 83° 45' 38.50" E, 77.14 feet to a point; thence S 66° 14' 25.39" E, 326.53 feet to a point; thence S 65° 20' 20.55" E, 338.29 feet to a point; thence S 65° 20' 20.55" E, 200.55 feet to a point; thence S 65° 20' 20.55" E, 141.16 feet to a point; thence S 48° 51' 22.84" E, 15.32 feet to a point; said point being on the common property line of Shenton Business LTD and Anderson Victory Haven Training Center, a Kentucky corporation, whose address is 2501 Russell Cave Road, Lexington, KY 40511; thence with said common property line S 25° 37' 3.91" W, 41.51 feet to a point; thence leaving common property line of Shenton and Victory Haven, N 48° 51' 22.84" W, 20.64 feet to a point; thence N 65° 20' 20.55" W, 135.37 feet to a point; thence N 65° 20' 20.55" W, 200.55 feet to a point; thence N 65° 20' 20.55" W, 337.97 feet to a point; thence N 66° 14' 25.39" W, 315.50 feet to a point; thence S 83° 45' 38.50" W, 43.75 feet to a point; thence S 24° 40' 9.61" W, 319.16 feet to a point; thence S 58° 31' 30.41" W, 219.00 feet to a point; thence N 64° 37' 15.49" W, 237.42 feet to a point on the common property line of Shenton and Anderson-Ramsey; thence with said common property line, N 23° 43' 54.42" E, 15.01 feet to the point of beginning; and,

The above described parcel contains 73,201.58 sq. ft., but excludes the area of permanent easement, leaving a net 0.84 acres (36,604.19 square feet) of temporary construction easement; and

Being a forty foot wide temporary construction easement on a portion of the same property conveyed to Shenton Business, LTD, a Virgin Islands, British corporation, by deed dated June 17, 2016, of record in Deed Book 3406, Page 662, 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.

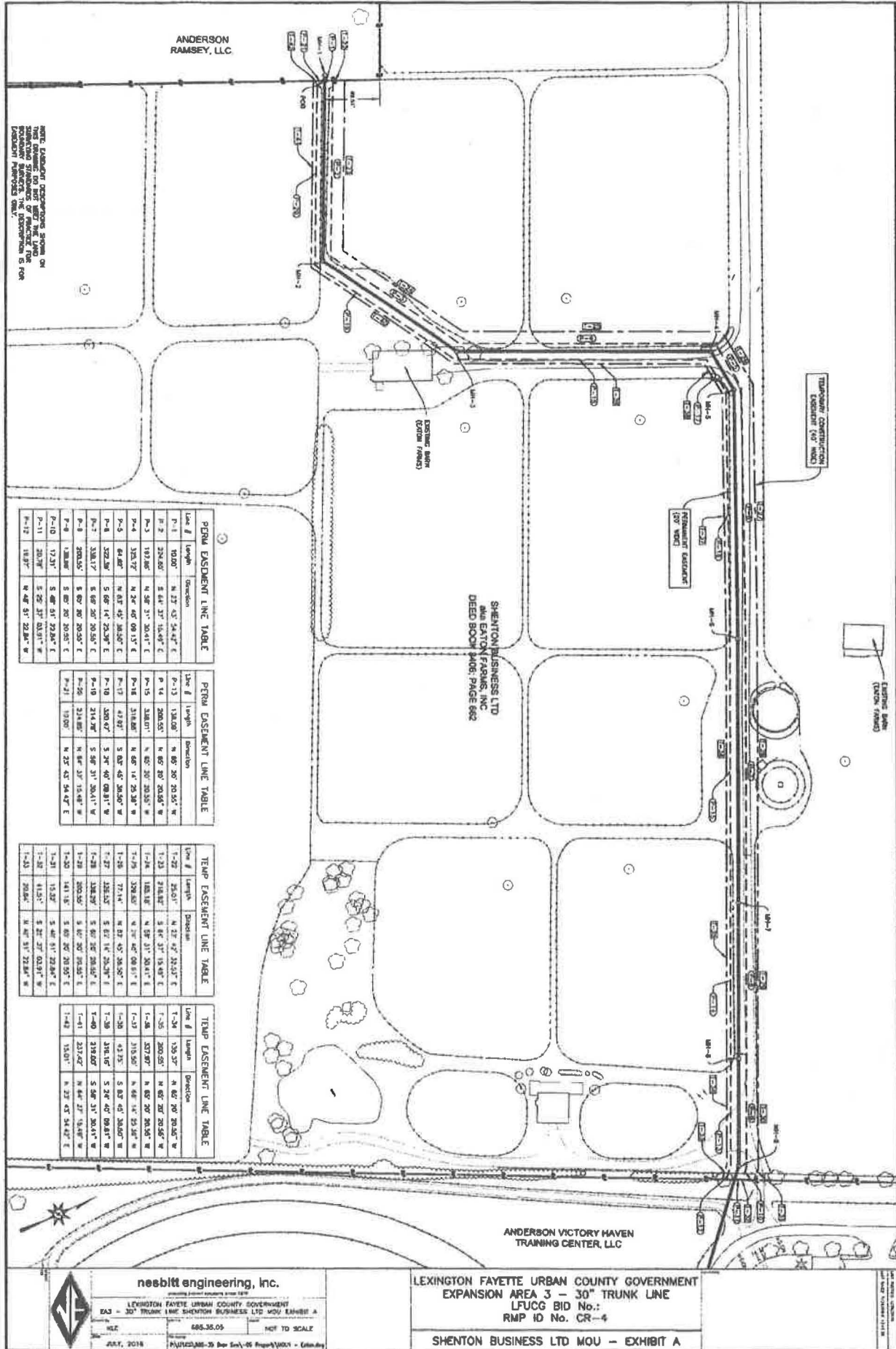
The above-described temporary construction easement runs with the land for the duration of the improvement project and is binding upon the successors and assigns of the Grantor. The above-described permanent easement runs with the land in perpetuity and is binding upon the successors and assigns of the 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 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 that it will **WARRANT GENERALLY** said title.

The obtaining of this easement was authorized by Resolution No. 587-2017 passed by the Lexington-Fayette Urban County Council on September 28, 2017. Pursuant to KRS 382.135(2)(a), this Deed of Easements, which conveys public utility easements, need not contain a certificate of consideration. Pursuant to KRS 142.050, this public utility easement is exempt from real estate transfer tax.

EXHIBIT "A"



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

201812180034

December 18, 2018 8:52:56 AM

Fees	\$29.00	Tax	\$0.00
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Total Paid	\$29.00
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8 Pages

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