

**DEED OF EASEMENT**

This **DEED OF EASEMENT** is made and entered into this 20 day of August, 2018, by and between **RCV GEORGETOWN, LLC**, a Kentucky limited liability company, 319 Southland Drive, Suite 100, Lexington, Kentucky 40503 ("Grantor"), which is also 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 consideration of **ONE THOUSAND EIGHT HUNDRED DOLLARS AND NO CENTS (\$1,800.00)** and other good and valuable consideration, 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 permanent right to lay, install, construct, maintain, repair, reconstruct, and remove sidewalks and other related improvements and appurtenances thereto, which said sidewalk and appurtenances shall be of such dimension, character, construction and use as 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 Sidewalk Easement**  
**Southland Drive Sidewalk Improvement Project**  
**Parcel No. 19**  
**(a portion of 306 Southland Drive)**

A certain tract of land lying in Fayette County, Kentucky, approximately 0.62 miles northwest of the Nicholasville Road/Southland Drive intersection, point of beginning 2,212.50 feet south of the Rosemont Garden/Southland

Charles E. Edwards, III  
 LFUCG Department of Law  
 200 East Main Street, 11<sup>th</sup> Floor  
 Lexington, Kentucky 40507

(CC-F)

Drive intersection and being more particularly described as follows:

Beginning at a point 49.81 feet right of the Southland Drive centerline station 124+79.89 said point being on the existing right-of-way; thence South 42 degrees 56 minutes 58 seconds East distance of 218.13 feet to a point 50.00 feet right of Southland Drive centerline station 126+98.02; thence South 47 degrees 00 minutes 02 seconds West a distance of 1.96 feet to a point 54.46 feet right of the Southland Drive centerline station 126+98.02; thence North 43 degrees 39 minutes 19 seconds West a distance of 218.39 feet to a point 54.46 feet right of Southland Drive centerline station 124+79.64; thence North 50 degrees 04 minutes 57 seconds East a distance of 4.65 feet to the POINT OF BEGINNING, containing 720 square feet or 0.0165 acres; and,

Being a portion of the same property conveyed to RCV Georgetown, LLC, a Kentucky limited liability company, by deed, dated November 8, 2012, of record in Deed Book 3112, Page 571, in the Fayette County Clerk's Office.

**TO HAVE AND TO HOLD** the above-described easement together with all rights, privileges, appurtenances and improvements thereunto belonging unto Grantee, its successors and assigns forever, for the purposes and uses herein designated.

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 a good right to sell and convey the interest herein conveyed, and that it will **WARRANT GENERALLY** said title.

Grantee does hereby covenant to and with said Grantor that it shall restore, as far as reasonably possible, to its original condition any of Grantor's property disturbed by the construction, improvement, or maintenance of a sidewalk in or upon the permanent easement conveyed herein. Grantee shall not permanently remove, relocate, or render impassable either of the paved pathways established for motor vehicle ingress and egress on the premises. Grantee shall take no action that would render the premises inaccessible

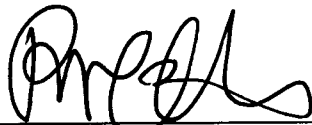
to vehicular traffic.

The parties do hereby certify pursuant to KRS 382.135 that the consideration stated herein is the full actual consideration paid for the property transferred herein and that the estimated fair cash value of the property conveyed is \$1,800.00. Grantee joins this Deed of Easement for the sole purpose of certifying the consideration, as authorized by Resolution No. 263-2018 passed by the Lexington-Fayette Urban County Council on May 3, 2018. This conveyance is exempt from real estate transfer tax pursuant to KRS 142.050.

IN TESTIMONY WHEREOF, the parties have signed this Easement, the day and year first above written.

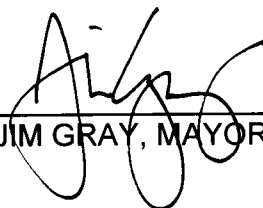
GRANTOR:

RCV GEORGETOWN, LLC, a  
Kentucky limited liability company

BY:   
\_\_\_\_\_  
ROBERT M. COLLINS,  
MEMBER

GRANTEE:

LEXINGTON-FAYETTE URBAN COUNTY  
GOVERNMENT

BY:   
\_\_\_\_\_  
JIM GRAY, MAYOR

COMMONWEALTH OF KENTUCKY            )  
  )  
COUNTY OF FAYETTE                    )

The foregoing Easement and consideration certificate was subscribed, sworn to and acknowledged before me by Robert M. Collins, as a Member, on behalf of RCV Georgetown, LLC, a Kentucky limited liability company, on this the 20 day of August, 2018.

My commission expires: 7-29-2021

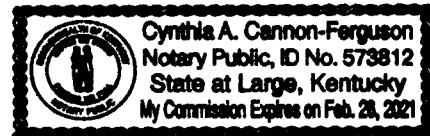
Paul White 583153  
Notary Public, Kentucky, State-at-Large

COMMONWEALTH OF KENTUCKY )  
 )  
COUNTY OF FAYETTE )

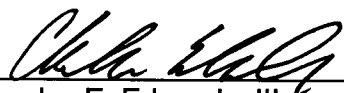
The foregoing Certificate of Consideration was subscribed, sworn to and acknowledged before me by Jim Gray, as Mayor, for and on behalf of the Lexington-Fayette Urban County Government, on this the 20th day of August, 2018.

My commission expires: 2/26/21

Cynthia A. Cannon-Ferguson  
Notary Public, Kentucky, State-at-Large



PREPARED BY:



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Charles E. Edwards, III,  
Attorney  
Lexington-Fayette Urban  
County Government  
Department of Law, 11<sup>th</sup> 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.



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By: EMILY GENTRY ,dc

201809100167

September 10, 2018                      9:09:49      AM

|      |         |     |        |
|------|---------|-----|--------|
| Fees | \$23.00 | Tax | \$ .00 |
|------|---------|-----|--------|

|            |         |
|------------|---------|
| Total Paid | \$23.00 |
|------------|---------|

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6 Pages

287 - 292