

DEED OF EASEMENT

This **PERMANENT EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT** is made and entered into this the 11 day of June, 2019, by and between **MARGARET L. ADAIR, a single person**, 210 Wilson Downing Road, Lexington, Kentucky 40517, which is the in-care of tax mailing address for the current year (hereinafter "Grantors"), 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 **THREE HUNDRED SEVENTY-FIVE AND 00/100 DOLLARS (\$375.00)**, 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 construction, improvement and replacement of a storm water culvert through 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 Easement
Dartmouth Drive Stormwater Culvert Replacement Project
(a portion of 210 Wilson Downing Road)

Commencing at the northeast corner of Margaret L. Adair
(Deed Book 2583, Page 575), being Lot 9, of Block "A", as

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

(CC-F)

shown on the Plat of Blueberry Hill Subdivision, Plat Cabinet C, Slide 240, Fayette County, Lexington, KY, a common corner with Michael T. Venters (Deed Book 2164, Page 629) and the South right-of-way of Wilson Downing Road; thence with the East property line of Adair, South 25 Degrees 21 Minutes 50 Seconds West, a distance of 12.00 feet, said point being the **TRUE POINT OF BEGINNING** of the Additional Permanent Drainage Easement, said point being in the south edge of an existing 12 foot permanent easement; thence with the property line, South 25 Degrees 21 Minutes 50 Seconds West (L1), a distance of 10.00 feet to a point; thence leaving the property line and crossing Adair, North 64 Degrees 38 Minutes 10 Seconds West (L2), a distance of 100.00 feet to a point, said point being in the common property line with Adair and Jose Manuel Guerrero (Deed Book 3483, Page 727); thence with the common property line, North 25 Degrees 21 Minutes 50 Seconds East (L3), a distance of 10.00 feet to a point, said point being in the south edge of the existing 12 foot permanent easement; thence leaving the common property line and with the south edge of the 12 foot permanent easement, South 64 Degrees 38 Minutes 10 Seconds East (L4), a distance of 100.00 feet to the **TRUE POINT OF BEGINNING** of the additional permanent drainage easement; and,

The above described parcel contains 1,000 square feet or 0.023 acres of permanent easement; and

Being a portion of the property conveyed to Margaret L. Adair, a single person, by deed dated September 2, 2005, of record in Deed Book 2583, Page 575, 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 construction, installation and replacement of a storm water culvert 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
Dartmouth Drive Stormwater Culvert Replacement Project
(a portion of 210 Wilson Downing Road)

Commencing at the northeast corner of Margaret L. Adair (Deed Book 2583, Page 575), being Lot 9, of Block "A", as shown on the Plat of Blueberry Hill Subdivision, Plat Cabinet C, Slide 240, Fayette County, Lexington, KY, a common corner with Michael T. Venters (Deed Book 2164, Page 629) and the South right-of-way of Wilson Downing Road; thence with the East property line of Adair, South 25 Degrees 21 Minutes 50 Seconds West, a distance of 22.00 feet, said point being the **TRUE POINT OF BEGINNING** of Additional Temporary Construction Easement, said point being in the south edge of the Additional Permanent Easement; thence with the property line, South 25 Degrees 21 Minutes 50 Seconds West, a distance of 10.00 feet to a point; thence leaving the property line and crossing Adair, North 64 Degrees 38 Minutes 10 Seconds West, a distance of 100.00 feet to a point, said point being in common property line with Adair and Jose Manuel Guerrero (Deed Book 3483, Page 727); thence with the common property line, North 25 Degrees 21 Minutes 50 Seconds East, a distance of 10.00 feet to a point, said point being in the south edge of the Additional Permanent Easement; thence leaving with common property line and with the south edge of the Additional Permanent Easement, South 64 Degrees 38 Minutes 10 Seconds East (L2), a distance of 100.00 feet to the **TRUE POINT OF BEGINNING** of the Additional Temporary Construction Easement; and,

The above described parcel contains 1,000 square feet or 0.023 acres of temporary construction easement; and,

Being a portion of the property conveyed to Margaret L. Adair, a single person, by deed dated September 2, 2005, of record in Deed Book 2583, Page 575, in the Fayette County Clerk's Office.

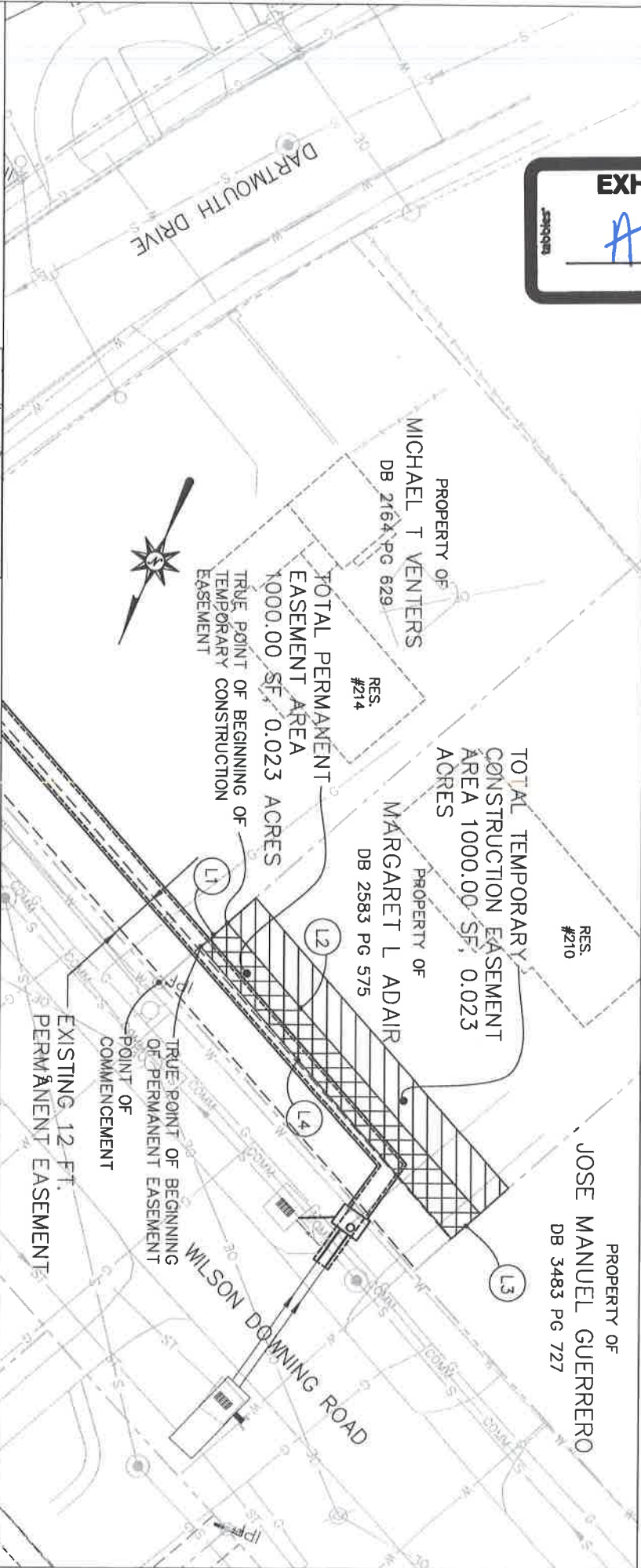
TO HAVE AND TO HOLD the above-described easements together with all rights, appurtenances, and improvements thereunto belonging unto Grantee, its successors and assigns forever, for the purposes and uses herein designated.

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.

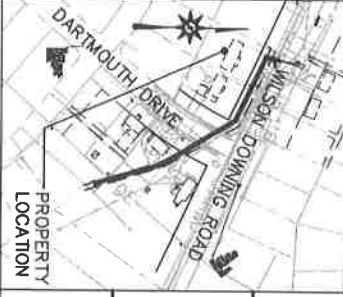
Grantor shall have the full right to use the surface of the land lying over said permanent easement for any purpose desired, provided such use will not interfere with the Grantee's free use of the easement herein granted and provided further that no building or structure shall be erected upon, across, 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 her 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 she is lawfully seized in fee simple of said property and has good right to sell and convey the easements as herein done, and that she will **WARRANT GENERALLY** said title.

The obtaining of this easement was authorized by Resolution 179-2019, passed by the Lexington-Fayette Urban County Council on April 11, 2019. Pursuant to KRS



LINE	BEARING	DISTANCE
L1	S 25° 21' 50" W	10.00'
L2	N 64° 38' 10" W	100.00'
L3	N 25° 21' 50" E	10.00'
L4	S 64° 38' 10" E	100.00'



SURVEYOR:
JAMES K. ROBERTS, PE, PLS (3010)

DATE:
MAY 2019

SCALE:
1" = 30'

FIRM:
BELL ENGINEERING
2480 FORTUNE DRIVE, SUITE 350
LEXINGTON, KENTUCKY 40509

CLIENT: LFJCG
200 EAST MAIN STREET
LEXINGTON, KENTUCKY 40507

OWNER: MARGARET L ADAIR
210 WILSON DOWNING ROAD
LEXINGTON, KENTUCKY 40517

TITLE: DARTMOUTH DRIVE CULVERT REPLACEMENT
CONTRACT 557-18-01

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

201906240053

June 24, 2019

8:48:14 AM

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

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