

DEED OF EASEMENT

This **DEED OF EASEMENT** is made and entered into this the 19th day of Oct., 2021, by and between **SOUTHCREEK PARK, LLC, a Kentucky limited liability company**, 2365 Harrodsburg Road, Suite B210, Lexington, Kentucky 40504, which is also 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 **TWO HUNDRED FIFTY-EIGHT DOLLARS AND 00/100 CENTS (\$258.00)**, 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, the temporary right to of ingress and egress through and over the following tract of land for the purpose to excavate, grade, construct, alter, re-grade and perform related work for retention basin improvements and construction, as shown as Exhibit "A" located in the confines of Lexington, Fayette County, Kentucky, and more particularly described as follows, to wit:

20' Wide Temporary Access Easement
Beaumont Woods Detention
Basin Improvement Project
(a portion of 2361 Harrodsburg Road)

All that tract or parcel of land situated at the southeast end of Aster Drive in Lexington, Fayette County, Kentucky, being more fully described and bounded as follows, to wit:

Return to:
Cynthia Cannon-Ferguson
LFUCG, Dept. of Law, 11th Floor
200 East Main Street
Lexington, KY 40507

BEGINNING at the southwest corner of Southcreek Park II, Ltd., (2361 Harrodsburg Road, Deed Book 1307, Page 781) at the common corner with Robert and Helen Harberson (838 Aster Road, Deed Book 1839, Page 606) and in the northeast line of John Ready (2204 Newmarket Way, Deed Book 1959, Page 269); thence leaving said Harberson and Ready along a reference line, North 60°52'31" East, 42.05 feet to a point in the southeast line of a 12-foot wide sanitary sewer easement (Cabinet J, Slide 32) at the **TRUE POINT OF BEGINNING**; thence for four (4) new lines through the lands of said Southcreek Park II:

- 1) With said sanitary sewer easement, North 44°17'38" East, 103.28 feet to a point,
- 2) With said sanitary sewer easement, South 46°23'09" East, 20.00 feet to a point,
- 3) Leaving said sanitary sewer easement, South 44°17'38" West, 103.03 feet to a point in a 40-foot wide access easement (Cabinet J, Slide 32),
- 4) With said access easement, North 47°05'13" West, 20.01 feet to the **TRUE POINT OF BEGINNING**; and

The above described parcel contains 2,063 sq. ft. of temporary access easement; and

Being a portion of the property conveyed to Southcreek Park, LLC, a Kentucky limited liability company, successor-by-merger with Southcreek Park Partnership and Southcreek Park II, Ltd, both Kentucky partnerships, by deed dated January 24, 1983, of record in Deed Book 1307, Page 781 and by Certificate of Merger, effective July 31, 2011, of record in Corporate Record Book 372, Page 588, respectively, both referenced in the Fayette County Clerk's Office.

TO HAVE AND TO HOLD said easement 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 access easement runs with the land for the duration of the improvement project and is binding upon the successors and assigns of

the Grantor. The temporary access easement shall take effect upon the commencement of construction of the project and will expire upon the 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 interest 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 same as herein done, and that it will **WARRANT GENERALLY** said title.

The obtaining of this easement was authorized by Resolution 447-2021, passed by the Lexington-Fayette Urban County Council on August 26, 2021. Pursuant to KRS 382.135(2)(c), this temporary access easement, which pertains to a public utility, need not contain a statement of consideration. This conveyance is exempt from real estate transfer tax pursuant to KRS 142.050.

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

GRANTOR:

SOUTHCREEK PARK, LLC, a
Kentucky limited liability company

BY: 
HAROLD H. MULLIS,
MANAGER

COMMONWEALTH OF KENTUCKY)
)
COUNTY OF FAYETTE)

This instrument was acknowledged, subscribed and sworn to before me by Harold H. Mullis, as Manager, for and on behalf of Southcreek Park, LLC, a Kentucky limited liability company, on this the 19th day of Oct, 2021.

Virginia Beth Hall
Notary Public, Kentucky, State-at-Large

My Commission Expires: / /

Notary ID # _____

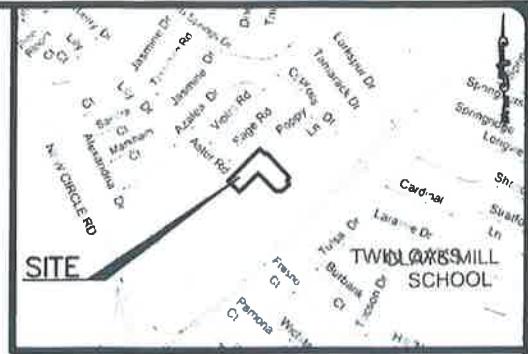


PREPARED BY:

[Signature]

Evan P. Thompson,
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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VICINITY MAP N.T.S.

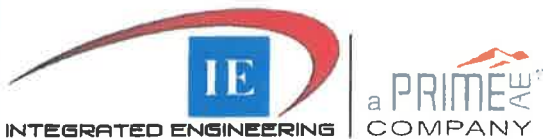
EX. PERM ESMT.=NONE

PROP. TEMP. ACCESS E.=2,063 SQ. FT.

LAND SURVEYOR'S CERTIFICATE:

THE PROPERTY LINES SHOWN ON THIS EASEMENT EXHIBIT ARE BASED ON DEED AND/OR RECORD PLAT DATA FROM THE FAYETTE COUNTY CLERK'S OFFICE. THIS EXHIBIT DOES NOT REPRESENT A BOUNDARY SURVEY AS DEFINED IN 201 KAR 18:150 AND INTEGRATED ENGINEERING HAS NOT PERFORMED A BOUNDARY SURVEY FOR THE PURPOSES OF THIS EXHIBIT. THIS EXHIBIT IS NOT INTENDED TO BE USED FOR LAND TRANSFER.

James M. Chambliss PLS 3185 4/11/21
JAMES M. CHAMBLISS, PLS 3185 DATE



20' WIDE TEMPORARY ACCESS EASEMENT
SOUTHCREEK PARK II, LTD.
2361 HARRODSBURG ROAD
LEXINGTON, FAYETTE COUNTY, KENTUCKY - PAGE 2 OF 2

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

202110250098

October 25, 2021 10:44:02 AM

Fees	\$53.00	Tax	\$0.00
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Total Paid	\$53.00
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7 Pages

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