

DEED OF EASEMENT

This **PERMANENT SANITARY SEWER EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT** is made and entered into this the 19th day of March, 2021, by and between **EHM HOMES LIMITED LIABILITY COMPANY, a Kentucky limited liability company**, 3826 Branham Park, Lexington, Kentucky 40515, 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 **TWO HUNDRED NINETY-THREE DOLLARS AND 75/100 DOLLARS (\$293.75)**, 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, permanent right to excavate, grade, construct, alter, re-grade and perform related work for the purpose of sanitary sewer improvements and construction, installation and relocation 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 Sanitary Sewer Easement
Southeastern Hills Trunk Sewer Improvement Project
(a portion of 3681 Niles Drive)

All that strip or parcel of land situated on the south side of Niles Drive west of Crosby Drive in Lexington, Fayette

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

County, Kentucky, and being more fully described and bounded as follows:

BEGINNING at a point in the southerly right of way line of Niles Drive, said point being a common corner between Lots 20 and 21, Block "A", as shown on the Amended Record Plat of Melody Village Subdivision, Unit One (Cabinet B, Slide 90);

Thence leaving the southerly right of way line of Niles Drive and with the easterly property line of Lot 20, S 22° 53' 42" W, 163.99 feet to the **TRUE POINT OF BEGINNING**;

Thence leaving the easterly property line of Lot 20 and with a new permanent sanitary sewer easement line through the lands of Lot 21, S 83° 37' 44" E, 62.59 feet to a point in the westerly property line of Lot 22;

Thence continuing with the westerly property line of Lot 22, S 22° 53' 42" W, 14.67 feet to a point;

Thence leaving the westerly property line of Lot 22 and with an existing 40-foot Sanitary, Storm, and Utility Easement line through the lands of Lot 21, N 83° 06' 18" W, 62.42 feet to a point in the easterly property line of the aforesaid Lot 20;

Thence with the easterly property line of Lot 20, N 22° 53' 42" E, 14.07 feet the **TRUE POINT OF BEGINNING**; and,

The above-described parcel contains 862 square feet (0.020 Acres) of permanent easement; and

Being a portion of the property conveyed to EHM Homes Limited Liability Company, a Kentucky limited liability company, by Deed dated September 1, 2020, of record in Deed Book 3785, Page 300, 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
Southeastern Hills Trunk Sewer Improvement Project
(a portion of 3681 Niles Drive)

All that strip or parcel of land situated on the south side of Niles Drive west of Crosby Drive in Lexington, Fayette County, Kentucky, and being more fully described and bounded as follows:

BEGINNING at a point in the southerly right of way line of Niles Drive, said point being a common corner between lots 20 and 21, Block "A", as shown on the Amended Record Plat of Melody Village Subdivision, Unit One (Cabinet B, Slide 90);

Thence leaving the southerly right of way line of Niles Drive and with the easterly property line of Lot 20, S 22° 53' 42" W, 153.56 feet to the **TRUE POINT OF BEGINNING**;

Thence leaving the easterly property line of Lot 20, and with a new temporary construction easement line through the lands of Lot 21, S 83° 37' 44" E, 62.59 feet to a point in the westerly property line of Lot 22;

Thence continuing with the westerly property line of Lot 22, S 22° 53' 42" W, 10.43 feet to a point;

Thence leaving the westerly property line of Lot 22, and with a new permanent sanitary sewer easement line through the lands of Lot 21, N 83° 37' 44" W, 62.59 feet to a point in the easterly property line of the aforesaid Lot 20;

Thence continuing with the easterly property line of Lot 20, N 22° 53' 42" E, 10.43 feet to the **TRUE POINT OF BEGINNING**; and,

The above described parcel contains 626 sq. ft. (0.014 Acres) of temporary construction easement; and

Being a portion of the property conveyed to EHM Homes Limited Liability Company, a Kentucky limited liability company, by Deed dated September 1, 2020, of record in Deed Book 3785, Page 300, 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 do 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 456-2020, passed by the Lexington-Fayette Urban County Council on October 8, 2020. Pursuant to KRS 382.135(2)(a), this deed of easement, which pertains to a public utility, need not contain a statement of consideration.

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

GRANTOR:

EHM HOMES LIMITED LIABILITY COMPANY, a
Kentucky limited liability company

BY: 
EDWARD HUGH MESTA, II,
MEMBER

COMMONWEALTH OF KENTUCKY)
)
COUNTY OF FAYETTE)

This instrument was acknowledged, subscribed and sworn to before me by Edward Hugh Mesta, II, as a Member, by and on behalf of EHM Homes Limited Liability Company, a Kentucky limited liability company, on this the 19th day of March, 2021.

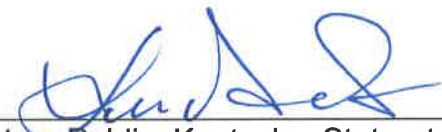
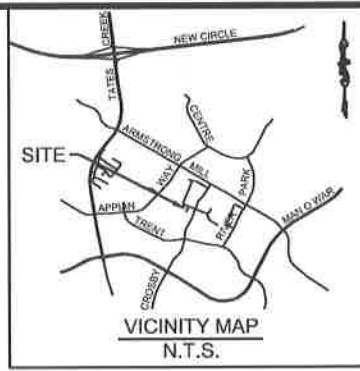
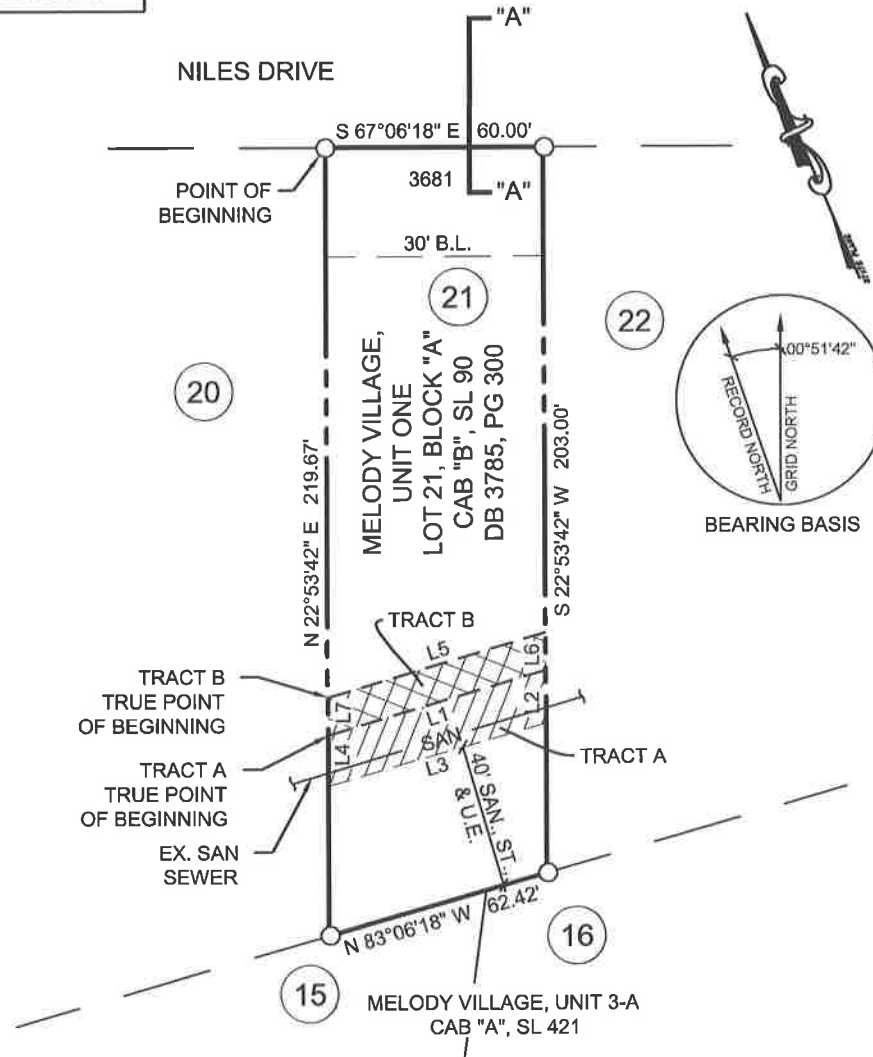
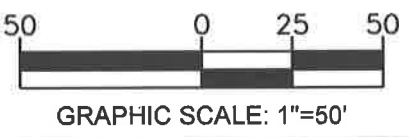
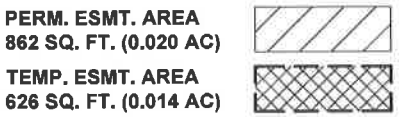
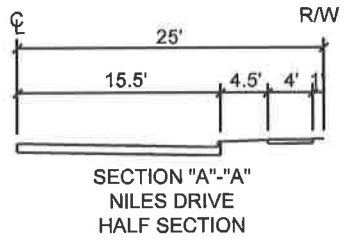
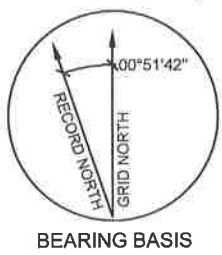

Notary Public, Kentucky, State-at-Large
My Commission Expires: 7 / 10 / 2023
Notary ID # 626440

EXHIBIT A



EASEMENT LINE TABLE

LINE #	LENGTH	BEARING
L1	62.59'	S 83°37'44" E
L2	14.67'	S 22°53'42" W
L3	62.42'	N 83°06'18" W
L4	14.07'	N 22°53'42" E
L5	62.59'	S 83°37'44" E
L6	10.43'	S 22°53'42" W
L7	10.43'	N 22°53'42" E



NOTES:

1. THE PROPERTY BOUNDARIES AND EASEMENTS SHOWN HEREON ARE BASED ON THE RECORD DESCRIPTION (DEED BOOK 3785, PAGE 300) AND CORRESPONDING PLAT (CABINET B, SLIDE 90) OF RECORD IN THE FAYETTE COUNTY CLERK'S OFFICE. THE ORIGIN OF BEARINGS SHOWN HEREON ARE BASED ON THE NORTH AMERICAN DATUM OF 1983, STATE PLANE KENTUCKY NORTH AS OBSERVED FROM KYCORS STATION "KYTG" USING A TRIMBLE R10, DUAL FREQUENCY RECEIVER.
2. THE PURPOSE OF THIS EXHIBIT IS TO DELINEATE A PROPOSED CONVEYANCE FOR A PERMANENT SANITARY SEWER EASEMENT AND A TEMPORARY CONSTRUCTION EASEMENT TO LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT.
3. THIS INFORMATION DOES NOT CONSTITUTE A BOUNDARY SURVEY AND SHALL NOT BE USED FOR PURPOSES OF LAND TRANSFER.

SANITARY SEWER EASEMENT EXHIBIT
EHM HOMES LIMITED LIABILITY COMPANY
3681 NILES DRIVE
SOUTHEASTERN HILLS TRUNK SEWER IMPROVEMENTS
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
LEXINGTON, KENTUCKY



FIGURE 1

OCTOBER 2020

2815.046

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: MELISSA STELTER ,dc

202104010158

April 1, 2021

13:02:49 PM

Fees	\$56.00	Tax	\$.00
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Total Paid	\$56.00
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8 Pages

426 - 433

TEMPORARY CONSTRUCTION EASEMENT

This **TEMPORARY CONSTRUCTION EASEMENT** is made and entered into this the 24th day of March, 2021, by and between **LAWRENCE M. MORTON and HOPE T. MORTON, his wife, by LAWRENCE M. MORTON, her ATTORNEY-IN-FACT**, 105 Cherrywood Drive, Nicholasville, Kentucky 40356, which is the in-care of tax mailing address for the current year ("Grantors"), and **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, 200 East Main Street, Lexington, Kentucky 40507, ("Grantee").

WITNESSETH:

That for and in consideration of the sum of **FIFTY DOLLARS AND 00/100 (\$50.00)**, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, said Grantors have **BARGAINED** and **SOLD** and do 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 improvements and construction, installation and relocation 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:

Temporary Construction Easement
Southeastern Hills Trunk Sewer Improvement Project
(a portion of 1304 Ox Hill Drive)

All that strip or parcel of land situated on the southerly side of Ox Hill Drive in Lexington, Fayette County, Kentucky, and being more fully described and bounded as follows:

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

BEGINNING at a point in the southerly right of way line of Ox Hill Drive, said point being a common corner between lots 44 and 45, Block " D" as shown on the Final Record Plan of Melody Village Unit 2 A-B, (Cabinet A, Slide 283);

Thence leaving the southerly right of way line of Ox Hill Drive and with the westerly property line of Lot 44, S 68° 28' 42" W, 93.62 feet to the **TRUE POINT OF BEGINNING**;

Thence continuing with the westerly property line of Lot 44, S 68° 28' 42" W, 6.98 feet to a point;

Thence leaving the westerly property line of Lot 44, and with an existing WL. Drainage, Sanitary, Storm, and Utility Easement line through the lands of Lot 45, N 00° 30' 10" E, 10.37 feet to a point;

Thence continuing with a new temporary construction easement line, S 39° 21' 50" E, 10.10 feet to the **TRUE POINT OF BEGINNING**; and,

The above described parcel contains 34 sq. ft. (0.001 Acres) of temporary construction easement; and

Being a portion of the property conveyed to Lawrence M. Morton and Hope T. Morton, husband and wife, by Deed dated July 11, 2001, of record in Deed Book 2217, Page 417, 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 construction easement runs with the land for the duration of the improvement project and is binding upon the successors and assigns of the Grantors. The temporary construction easement shall take effect upon the commencement of construction of the project and will expire upon the completion of the project.

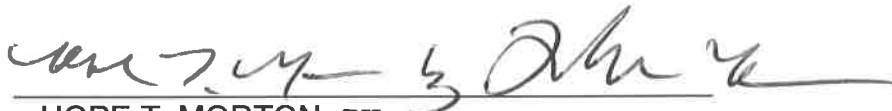
Grantors do hereby release and relinquish unto the Grantee, its successors and assigns forever, all of their right, title, and interest in and to the property to the extent of the interest conveyed herein, including all exemptions allowed by law, and do hereby covenant to and with the Grantee, its successors and assigns forever, that they are lawfully seized in fee simple of said property and have good right to sell and convey the same as herein done, and that they will **WARRANT GENERALLY** said title.

The obtaining of this easement was authorized by Resolution 456-2020, passed by the Lexington-Fayette Urban County Council on October 8, 2020. Pursuant to KRS 382.135(2)(c), this temporary construction easement, which pertains to a public utility, need not contain a statement of consideration.

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

GRANTORS:


LAWRENCE M. MORTON

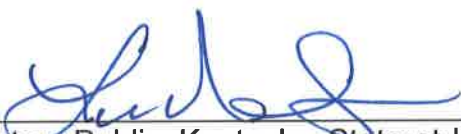

HOPE T. MORTON BY
LAWRENCE M. MORTON, AS *AS* POA
HER ATTORNEY-IN-FACT AIF

(DEED BOOK 1891, PAGE 616)

COMMONWEALTH OF KENTUCKY)
)
COUNTY OF JESSAMINE)


This instrument was acknowledged, subscribed and sworn to before me by
**
Lawrence M. Morton ~~and Hope T. Morton~~, husband ~~and wife~~, on this the 24th day of
March, 2021.

** and by Lawrence M. Morton,
as Attorney-in-Fact for
Hope T. Morton, his wife,



Notary Public, Kentucky, State-at-Large
My Commission Expires: 7 / 10 / 2023
Notary ID # 626440

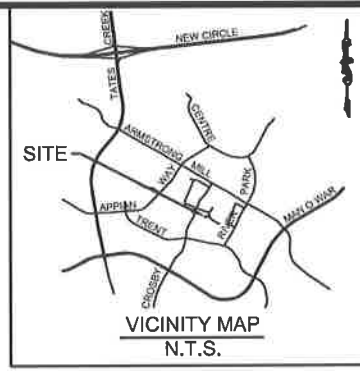
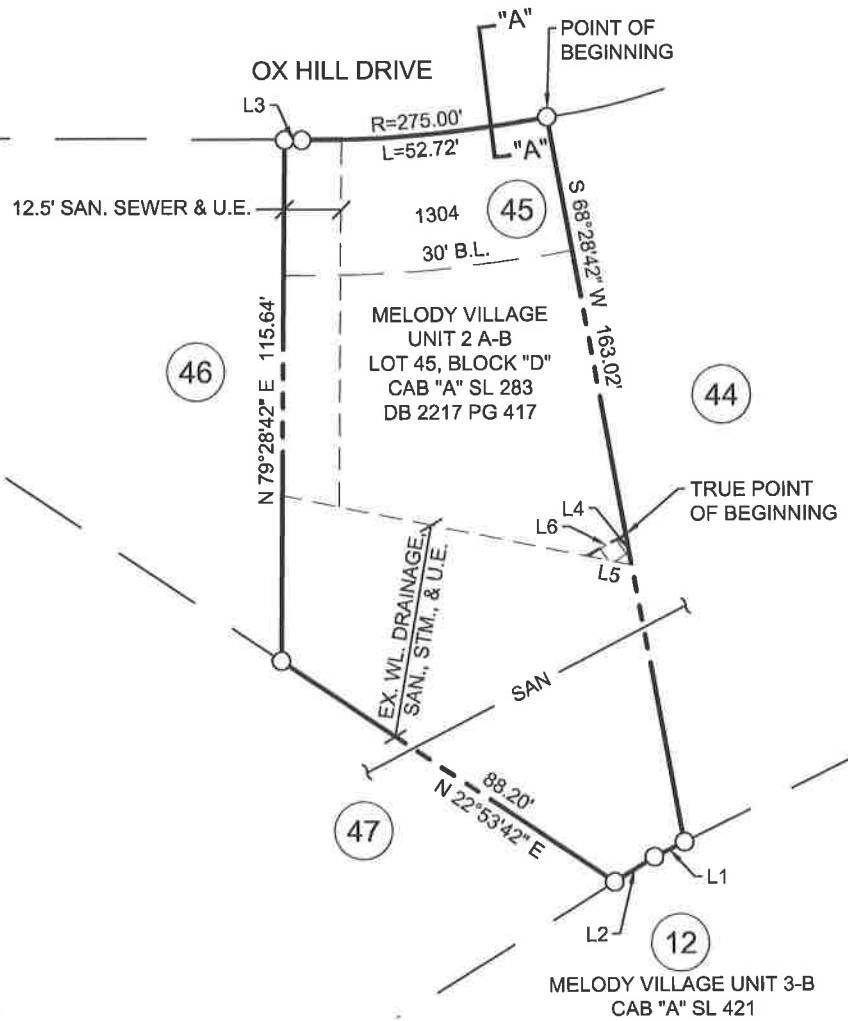
PREPARED BY:



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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EXHIBIT A

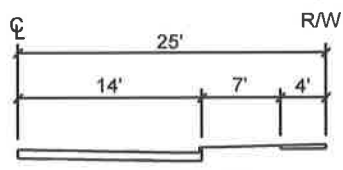
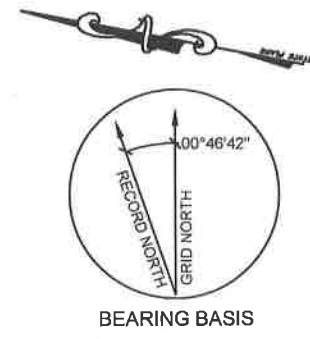


LOT LINE TABLE

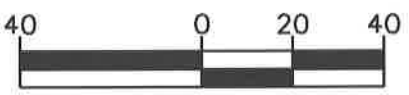
LINE #	LENGTH	BEARING
L1	7.46'	N 37°31'18" W
L2	10.37'	N 43°04'18" W
L3	5.00'	S 10°31'18" E

EASEMENT LINE TABLE

LINE #	LENGTH	BEARING
L4	6.98'	S 68°28'42" W
L5	10.37'	N 00°30'10" E
L6	10.10'	S 39°21'50" E



TEMP. ESMT. AREA
34 SQ. FT. (0.001 AC)



NOTES:

1. THE PROPERTY BOUNDARIES AND EASEMENTS SHOWN HEREON ARE BASED ON THE RECORD DESCRIPTION (DEED BOOK 2217, PAGE 417) AND CORRESPONDING PLAT (CABINET A, SLIDE 283) OF RECORD IN THE FAYETTE COUNTY CLERK'S OFFICE. THE ORIGIN OF BEARINGS SHOWN HEREON ARE BASED ON THE NORTH AMERICAN DATUM OF 1983, STATE PLANE KENTUCKY NORTH AS OBSERVED FROM KYCORS STATION "KYTG" USING A TRIMBLE R10, DUAL FREQUENCY RECEIVER.
2. THE PURPOSE OF THIS EXHIBIT IS TO DELINEATE A PROPOSED CONVEYANCE FOR A TEMPORARY CONSTRUCTION EASEMENT TO LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT.
3. THIS INFORMATION DOES NOT CONSTITUTE A BOUNDARY SURVEY AND SHALL NOT BE USED FOR PURPOSES OF LAND TRANSFER.

**SANITARY SEWER EASEMENT EXHIBIT
LAWRENCE M. & HOPE T. MORTON
1304 OX HILL DRIVE
SOUTHEASTERN HILLS TRUNK SEWER IMPROVEMENTS
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
LEXINGTON, KENTUCKY**



FIGURE 1

AUGUST 2020

2815.046

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: EMILY GENTRY ,dc

202104080160

April 8, 2021

11:16:38 AM

Fees	\$50.00	Tax	\$.00
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Total Paid	\$50.00
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6 Pages

530 - 535