

DEED OF EASEMENT

This **PERMANENT SANITARY SEWER EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT** is made and entered into this 13th day of December, 2019, by and between **JAMES BLACKBURN-LYNCH and WHITNEY BLACKBURN-LYNCH, husband and wife**, 1961 Old Paris Road, Lexington, Kentucky 40505 ("Grantors"), which is also the in-care of tax mailing address for the current tax year, and the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, 200 East Main Street, Lexington, Kentucky 40507 ("Grantee");

WITNESSETH:

That for and in consideration of **SEVEN HUNDRED FOURTEEN DOLLARS AND 00/100 CENTS (\$714.00)**, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantors have **BARGAINED** and **SOLD** and do hereby **GIVE, GRANT** and **CONVEY** unto the Grantee, its successors and assigns, the permanent right to lay, construct, operate, repair, reconstruct and remove sanitary sewer improvements and appurtenances thereto, which sanitary sewer improvements 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 the attached Exhibit "A", and more particularly described as follows:

Permanent Sanitary Sewer Easement
Sharon Village Pump Station and
Force Main Project
(a portion of 1961 Old Paris Road)

All that tract or parcel of land situated northwest of Old Paris Road approximately 150 feet southwest of the intersection of

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

(CC-F)

Laclede Avenue in Lexington, Fayette County, Kentucky, and being more particularly described and bounded as follows, to wit:

BEGINNING at a point in the northerly right-of-way line of Old Paris Road, said point being the easternmost corner to Lot 4, of the 1915, Inc. Property Subdivision (Plat Cabinet H, Slide 437) and a corner to James and Whitney Blackburn-Lynch; thence with the northerly right-of-way line of Old Paris Road, S 49°45'16" W, 75.16 feet to the **TRUE POINT OF BEGINNING**; thence continuing with the northerly right-of-way line of Old Paris Road, S 49°45'16" W, 12.19 feet to a point; thence leaving the northerly right-of-way line of Old Paris Road, with a new sanitary sewer easement line through the lands of James and Whitney Blackburn-Lynch (Lot 4) for two (2) calls: N 39°05'52" W, 110.82 feet to a point; thence N 37°32'55" W, 32.48 feet to a point in the southerly right-of-way line of CSX Transportation/RJ Corman Railroad; thence with the southerly right-of-way line of CSX Transportation/RJ Corman Railroad, N 52°48'56" E, 20.00 feet to a point; thence leaving the southerly right-of-way line of CSX Transportation/RJ Corman Railroad, with a new sanitary sewer easement line through the lands of the aforesaid James and Whitney Blackburn-Lynch (Lot 4) for two (2) calls: S 37°32'55" E, 32.08 feet to a point; thence S 39°05'52" E, 48.02 feet to a point in the westerly line of an existing sanitary sewer easement; thence with the westerly line of an existing sanitary sewer easement for two (2) calls: S 33°26'45" E, 35.61 feet to a point; S 29°58'40" E 27.19 feet to the **TRUE POINT OF BEGINNING**; and,

The above described parcel contains 0.061 Acres or 2,642 square feet of permanent easement; and,

Being a portion of the property conveyed to James Blackburn-Lynch and Whitney Blackburn-Lynch, husband and wife, by deed dated September 14, 2001, of record in Deed Book 2230, Page 527, in the Fayette County Clerk's Office.

FURTHER, for and in consideration of the foregoing sum, the receipt and sufficiency of which is hereby acknowledged, Grantors have **BARGAINED** and **SOLD** and do hereby **GIVE, GRANT** and **CONVEY** unto the Grantee, its successors and assigns, the

temporary right to excavate, grade, construct, alter, re-grade and perform related work for the purpose of sanitary sewer construction, repair, installation and relocation through and across the following tract of land located within the confines of Lexington, Fayette County, Kentucky, depicted on Exhibit "A", attached hereto, and more particularly described as follows:

Temporary Construction Easement
Sharon Village Pump Station and
Force Main Project
(a portion of 1961 Old Paris Road)

All that tract or parcel of land situated northwest of Old Paris Road approximately 150 feet southwest of the intersection of Laclede Avenue in Lexington, Fayette County, Kentucky, and being more particularly described and bounded as follows, to wit:

Parcel A

BEGINNING at a point in the northerly right-of-way line of Old Paris Road, said point being the easternmost corner to Lot 4, of the 1915, Inc. Property Subdivision (Plat Cabinet H, Slide 437) and a corner to James and Whitney Blackburn-Lynch; thence with the northerly right-of-way line of Old Paris Road, S 49°45'16" W, 87.34 feet to the **TRUE POINT OF BEGINNING**; thence continuing with the northerly right-of-way line of Old Paris Road, S 49°45'16" W, 10.00 feet to a point; thence leaving the northerly right-of-way line of Old Paris Road, with a temporary construction easement line through the lands of James and Whitney Blackburn-Lynch (Lot 4) for two (2) calls: N 39°05'52" W, 111.15 feet to a point; thence N 37°32'55" W 32.67 feet to a point in the southerly right-of-way line of CSX Transportation/RJ Corman Railroad; thence with the southerly right-of-way line of CSX Transportation/RJ Corman Railroad, N 52°48'56" E, 10.00 feet to a point; thence leaving the southerly right-of-way line of CSX Transportation/RJ Corman Railroad, with the line of a new sanitary sewer easement, through the lands of the aforesaid James and Whitney Blackburn-Lynch (Lot 4) for two (2) calls: S 37°32'55" E, 32.48 feet to a point; thence S 39°05'52" E, 110.82 feet to the **TRUE POINT OF BEGINNING**; and,

The above described parcel contains 0.033 Acres or 1,436 square feet of temporary construction easement; and,

Parcel B

BEGINNING at a point in the northerly right-of-way line of Old Paris Road, said point being the easternmost corner to Lot 4, of the 1915, Inc. Property Subdivision (Plat Cabinet H, Slide 437) and a corner to James and Whitney Blackburn-Lynch; thence with the northerly right-of-way line of Old Paris Road, S 49°45'16" W, 57.34 feet to the **TRUE POINT OF BEGINNING**; thence continuing with the northerly right-of-way line of Old Paris Road, S 49°45'16" W, 17.82 feet to a point; thence leaving the northerly right-of-way line of Old Paris Road, with the westerly line of an existing sanitary sewer easement, through the lands of James and Whitney Blackburn-Lynch (Lot 4) for two (2) calls: N 29°58'40" W, 27.19 feet to a point; thence N 33°26'45" W, 35.61 feet to a point; thence leaving the westerly line of the existing sanitary sewer easement, and continuing with a new sanitary sewer easement line, for two (2) calls: N 39°05'52" W, 48.02 feet to a point; thence N 37°32'55" W, 32.08 feet to a point in the southerly right-of-way line of CSX Transportation/RJ Corman Railroad; thence with the southerly right-of-way line of CSX Transportation/RJ Corman Railroad, N 52°48'56" E, 10.00 feet to a point; thence leaving the southerly right-of-way line of CSX Transportation/RJ Corman Railroad, with a temporary construction easement line through the lands of the aforesaid James and Whitney Blackburn-Lynch (Lot 4) for two (2) calls: S 37°32'55" E, 31.88 feet to a point; thence S 39°05'52" E, 109.81 feet to the **TRUE POINT OF BEGINNING**; and,

The above described parcel contains 0.037 Acres or 1,633 square feet of temporary construction easement; and,

Both being a portion of the property conveyed to James Blackburn-Lynch and Whitney Blackburn-Lynch, husband and wife, by deed dated September 14, 2001, of record in Deed Book 2230, Page 527, in the Fayette County Clerk's Office.

TO HAVE AND TO HOLD the above-described easements together with all rights, privileges, appurtenances and improvements thereunto belonging unto Grantee, its

successors and assigns forever, for the purposes and uses herein designated.

The above-described temporary construction easements run with the land for the duration of the improvement project and are binding upon the successors and assigns of the Grantors. The above-described permanent easement runs with the land in perpetuity and is binding upon the successors and assigns of the Grantors. The temporary construction easements shall take effect upon the commencement of construction of the project and will expire upon completion of the project.

Grantors 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 the prior written consent of the Grantee.

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 interests conveyed herein, including all exemptions allowed by law, and do hereby covenant to and with said 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 easements conveyed herein, and that they will **WARRANT GENERALLY** said title.

The obtaining of this easement was authorized by Resolution No. 520-2019 passed by the Lexington-Fayette Urban County Council on September 26, 2019. Pursuant to KRS 382.135(2)(a), this deed of easement, which pertains to a public utility need not contain a statement of consideration.

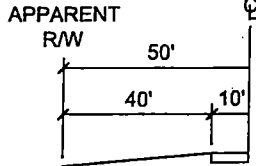
IN TESTIMONY WHEREOF, the Grantors have signed this Deed of Easement, the day and year first above written.

EXHIBIT

tabbies
A

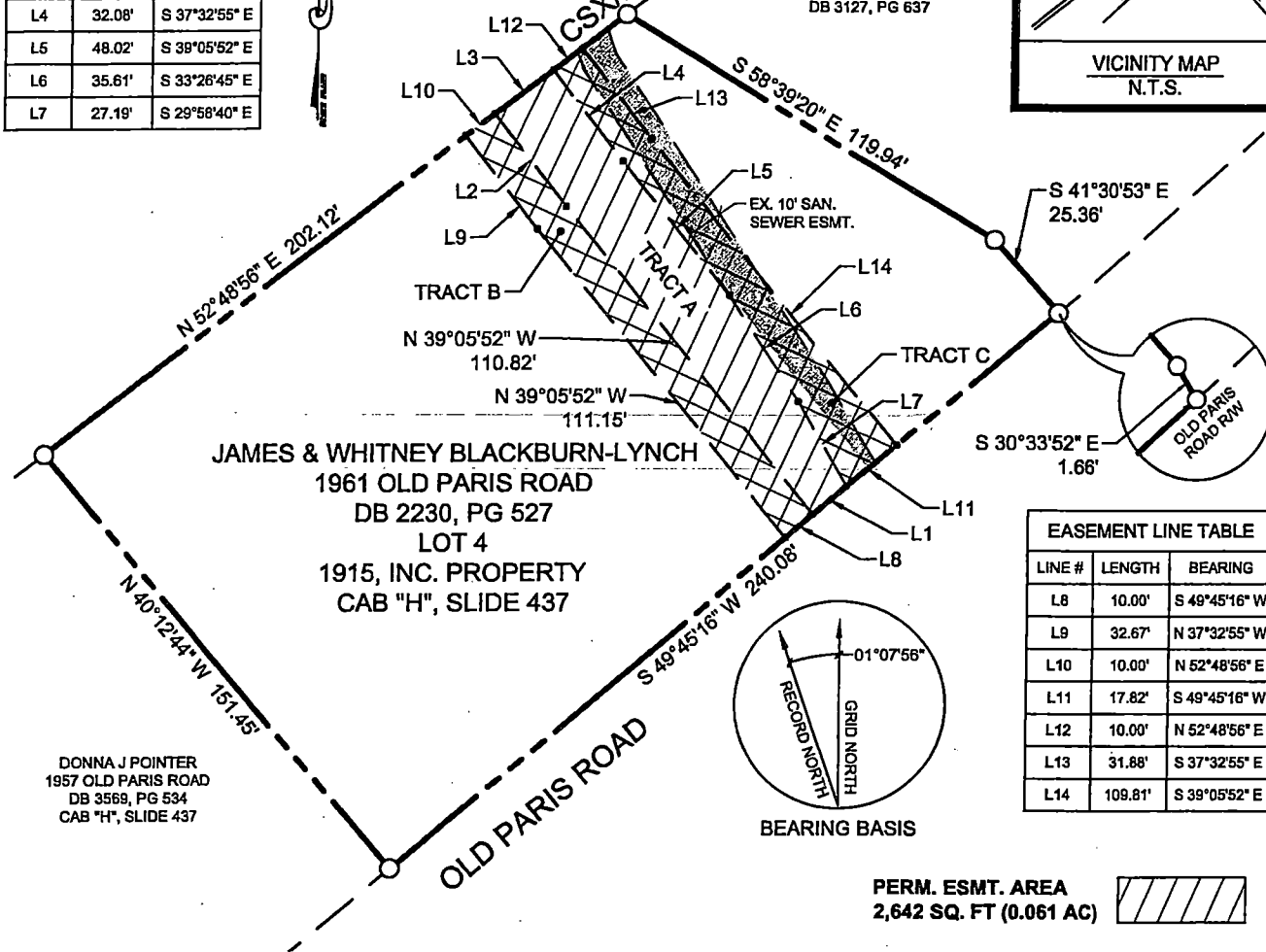
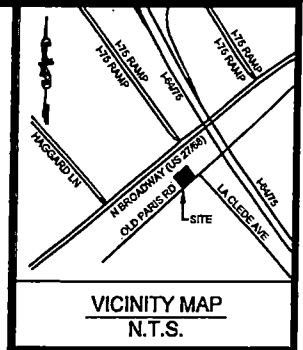
EXHIBIT A

EASEMENT LINE TABLE		
LINE #	LENGTH	BEARING
L1	12.19'	S 49°45'16" W
L2	32.48'	N 37°32'55" W
L3	20.00'	N 52°48'56" E
L4	32.08'	S 37°32'55" E
L5	48.02'	S 39°05'52" E
L6	35.61'	S 33°26'45" E
L7	27.19'	S 29°58'40" E



OLD PARIS ROAD
HALF SECTION

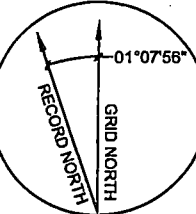
DONNIE R BELDEN
1975 OLD PARIS ROAD
DB 3127, PG 637



JAMES & WHITNEY BLACKBURN-LYNCH
1961 OLD PARIS ROAD
DB 2230, PG 527
LOT 4
1915, INC. PROPERTY
CAB "H", SLIDE 437

DONNA J POINTER
1957 OLD PARIS ROAD
DB 3569, PG 534
CAB "H", SLIDE 437

EASEMENT LINE TABLE		
LINE #	LENGTH	BEARING
L8	10.00'	S 49°45'16" W
L9	32.67'	N 37°32'55" W
L10	10.00'	N 52°48'56" E
L11	17.82'	S 49°45'16" W
L12	10.00'	N 52°48'56" E
L13	31.88'	S 37°32'55" E
L14	109.81'	S 39°05'52" E



BEARING BASIS

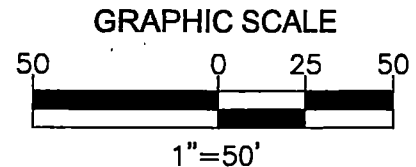
PERM. ESMT. AREA
2,642 SQ. FT (0.061 AC)

TEMP. ESMT. AREA
3,069 SQ. FT (0.070 AC)

ESMT. TO BE RELEASED
1,217 SQ. FT (0.03 AC)

NOTES:

1. THE PROPERTY BOUNDARIES AND EASEMENTS SHOWN HEREON ARE BASED ON THE RECORD DESCRIPTION (DEED BOOK 2230, PAGE 527) AND CORRESPONDING PLAT OF RECORD (CABINET H, SLIDE 437) 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 TRIMBLE R8, DUAL FREQUENCY RECEIVERS.
2. THE PURPOSE OF THIS EXHIBIT IS TO DELINEATE A PROPOSED CONVEYANCE FOR A SANITARY SEWER 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

**1961 OLD PARIS ROAD
SHARON VILLAGE PUMP STATION
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
LEXINGTON, KENTUCKY**



FIGURE 1

AUGUST 6, 2019

2815.272

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

201912170336

December 17, 2019 14:11:43 PM

Fees	\$29.00	Tax	\$.00
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Total Paid	\$29.00
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8 Pages

300 - 307