

DEED OF EASEMENT

This **PERMANENT SANITARY SEWER EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT** is made and entered into this the 2 day of JUNE, 2021, by and between **AUDREY J. SMITH, a single person**, 1328 Ox Hill Drive, Lexington, Kentucky 40517, 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 **ONE HUNDRED NINETY-THREE DOLLARS AND 00/100 DOLLARS (\$193.00)**, 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 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 1328 Ox Hill Drive)

All that strip or parcel of land situated on the south 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 39 and 40, 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 easterly property line of Lot 40, S 37° 04' 42" W, 123.25 feet to the **TRUE POINT OF BEGINNING**;

Thence leaving the easterly property line of Lot 40, and with a new permanent sanitary sewer easement line through the lands of Lot 39 for two (2) calls:

- 1) S 68° 31' 14" E, 56.89 feet to a point; and
- 2) S 70° 08' 16" E, 5.45 feet to a point in the westerly property line of Lot 38;

Thence with the westerly property line of Lot 38, S 37° 04' 42" W, 12.13 feet to a point;

Thence leaving the westerly property line of Lot 38, and with an existing 60-foot WL. Drainage, Sanitary, Storm, and Utility Easement line through the lands of Lot 39 for two (2) calls:

- 1) N 60° 49' 18" W, 52.31 feet to a point; and
- 2) N 50° 01' 18" W, 8.20 feet to a point in the easterly property line of the aforesaid Lot 40;

Thence with the easterly property line of Lot 40, N 37° 04' 42" E, 1.99 feet to the **TRUE POINT OF BEGINNING**; and,

The above-described parcel contains 460 square feet (0.011 Acres, more or less) of permanent easement; and

Being a portion of the property conveyed to Charles Irvine Smith and Audrey J. Smith, husband and wife, by Deed dated August 18, 1972, of record in Deed Book 1056, Page 191, in the Fayette County Clerk's Office. Said Charles Irvine Smith died intestate a resident of Lexington, Fayette County, Kentucky on September 12, 2017. Title to the property vests to his wife, Audrey J. Smith by right-of-survivorship in the aforementioned deed.

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 1328 Ox Hill Drive)

All that strip or parcel of land situated on the south side of Ox Hill 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 Ox Hill Drive, said point being a common corner between lots 39 and 40, 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 easterly property line of Lot 40, S 37° 04' 42" W, 112.87 feet to the **TRUE POINT OF BEGINNING**;

Thence leaving the easterly property line of Lot 40, and with a new temporary construction easement line through the lands of Lot 39 for two (2) calls:

- 1) S 68° 31' 14" E, 53.96 feet to a point; and
- 2) S 70° 08' 16" E, 8.41 feet to a point in the westerly property line of Lot 38;

Thence with the westerly property line of Lot 38, S 37° 04' 42" W, 10.47 feet to a point;

Thence leaving the westerly property line of Lot 38, and with a new permanent sanitary sewer easement line through the lands of Lot 39 for two (2) calls:

- 1) N 70° 08' 16" W, 5.45 feet to a point; and
- 2) N 68° 31' 14" W, 56.89 feet to a point in the easterly property line of the aforesaid Lot 40;

Thence with the easterly property line of Lot 40, N 37° 04' 42" E, 10.38 feet to the **TRUE POINT OF BEGINNING**; and,

The above-described parcel contains a total area of 624 square feet (0.014 Acres, more or less) of temporary construction easement;

Being a portion of the property conveyed to Charles Irvine Smith and Audrey J. Smith, husband and wife, by Deed dated August 18, 1972, of record in Deed Book 1056, Page 191, in the Fayette County Clerk's Office. Said Charles Irvine Smith died intestate a resident of Lexington, Fayette County, Kentucky on September 12, 2017. Title to the property vests to his wife, Audrey J. Smith by right-of-survivorship in the aforementioned deed.

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 do 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 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:

BY:



AUDREY J. SMITH

[Intentionally Left Blank]

STATE OF TEXAS)
)
COUNTY OF BEXAR)

This instrument was acknowledged, subscribed and sworn to before me by
Audrey J. Smith, a single person, on this the 2 day of JUNE, 2021.



Notary Public, Texas, State-at-Large

My Commission Expires: 10 / 13 / 2024



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

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

202106070177

June 7, 2021 11:33:44 AM

Fees	\$53.00	Tax	\$.00
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Total Paid	\$53.00
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