

**DEED OF PERMANENT EASEMENT**

This **DEED OF PERMANENT EASEMENT** is made and entered into this 24 day of April, 2019, by and between **LEXINGTON H-L SERVICES, INC.**, a Kentucky corporation, as successor-in-interest to **LEXHL, LIMITED PARTNERSHIP**, a Kentucky limited partnership, Attn: McClatchy Legal Department, 2100 Q Street, Sacramento, California 95816 ("Grantor"), which is also the in-care of tax mailing address for the current year, and the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, 200 East Main Street, Lexington, Kentucky 40507 ("Grantee");

**WITNESSETH:**

That for and consideration of **THREE THOUSAND THREE HUNDRED SEVENTY-FIVE DOLLARS AND 00/100 (\$3,375.00)** and other good and valuable consideration, 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, in perpetuity, the exclusive and permanent right to install, construct, maintain, repair, and inspect a shared-use-path and other related improvements within the permanent easement granted hereby ("Path"), including ground level hardscape features and appurtenances thereto, which said shared-use-path and other ground level hardscape features shall be of such dimension, character, construction, and use as determined by Grantee, which improvements shall generally consistent with the current Town Branch Trail plans to be constructed on the Path in downtown Lexington, and which shall become a part of the Town Branch Trail. All such ground level hardscape features shall be at the same elevation as the existing ground level and shall be exclusively for pedestrian use. This Deed of Permanent Easement and the exercise of the rights and privileges herein

Charles E. Edwards, III  
LFUCG Department of Law  
200 East Main Street, 11<sup>th</sup> Floor  
Lexington, Kentucky 40507

(CC-F)

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granted, are subject to and expressly include the following:

1. Grantee shall have the right, but not the obligation, at Grantee's expense, to install, construct, manage, use, repair and maintain a shared-use-path, including ground level hardscape features. Grantor shall not damage or otherwise harm the final paving of the Path at any time after the completion of the Path; however, damage to the Path by normal wear and tear from use of the Path by Grantor or others, shall be repaired and/or replaced at the expense of Grantee.
2. Grantor acknowledges that this Path is for non-motorized vehicles only with the exception of emergency or maintenance vehicles, or as necessary for persons of limited mobility.
3. Grantee shall have the right to make minor modifications to the location of the easement granted herein as reasonably necessary to align the Path so long as such modifications do not increase the total area of the easement nor extend the easement closer to West Main Street than it is originally dedicated.
4. Grantor shall not construct, develop, or maintain, or allow any other to construct, develop, or maintain, any right-of-way, easement of ingress or egress, driveway, road, utility line, or other easement into, on, over, under, or across the Path without the prior written permission of the Grantee. Grantor shall not erect fences, barriers, or signs that impede access to or use of the Path, or allow any other to do the same.
5. Grantor shall not use the Path, or allow any other to use the Path, for any

use which, in the reasonable opinion of Grantee, is or may possess the potential to become inconsistent with the Purposes of this Easement.

6. Grantor and Grantee have the right to cross the Path to repair any damage to the Path.
7. It is understood and agreed by the Grantor and Grantee that the easements granted herein are being granted for a public purpose. In the event the easements granted herein cease to be utilized for a public purpose, then all rights granted hereunder shall revert to the Grantor.

The tract of land on which the easement will be located is within the confines of Lexington, Fayette County, Kentucky, and more particularly described as follows:

**Permanent Easement**  
**Town Branch Commons Project**  
**Parcel No. 18, Zone 1**  
**(a portion of 100 Midland Avenue)**

Being a tract of land located in Fayette County, Kentucky, along Midland Avenue, approximately 65 feet southwest of the intersection of Midland Avenue and E. Short Street and more particularly described as follows:

Beginning at a point 45.85 feet right of Midland Avenue Station 507+24.00; thence North 75 Degrees 08 Minutes 04 Seconds East a distance of 75.21 feet to a point 47.45 feet right of Midland Avenue Station 507+99.16; thence North 75 Degrees 27 Minutes 09 Seconds East a distance of 42.28 feet to a point 48.12 feet right of Midland Avenue Station 508+42.00; thence South 15 Degrees 07 Minutes 34 Seconds East a distance of 3.88 feet to a point 52.00 feet right of Midland Avenue Station 508+42.00; thence South 74 Degrees 08 Minutes 27 Seconds West a distance of 117.43 feet to a point 52.00 feet right of Midland Avenue Station 507+24.00; thence North 15 Degrees 44 Minutes 52 Seconds West a distance of 6.15 feet to a point 45.85 feet right of Midland Avenue Station 507+24.00 to the POINT OF BEGINNING; and,

The above described parcel contains 0.014 Acres (598 square feet) of permanent easement; and,

Being a portion of the same property conveyed to LEXHL, Limited Partnership, a Kentucky limited partnership, by deed, dated September 27, 1999, of record in Deed Book 2083, Page 691, in the Fayette County Clerk's Office. Lexington H-L Services, Inc. was the sole general partner of LEXHL, Limited Partnership when it no longer had any limited partners as reflected in the Cancellation of Certificate of Limited Partnership filed in Corporate Record Book 362, Page 136, in the Fayette County Clerk's Office.

**TO HAVE AND TO HOLD** the above-described easement together with all rights, privileges, appurtenances and improvements thereunto belonging unto Grantee, its successors and assigns forever, for the purposes and uses herein designated. It is understood and agreed by the Grantor and Grantee that should the easement granted herein cease to be utilized for public purposes, then all rights granted hereunder shall revert back to the Grantor.

Grantor does hereby covenant to and with said Grantee, its successors and assigns forever, that it is lawfully seized in fee simple of said property and has a good right to sell and convey the interest herein conveyed, and that it will **WARRANT GENERALLY** said title.

The parties do hereby certify pursuant to KRS 382.135 that the consideration stated herein is the full actual consideration paid for the property transferred herein and that the estimated fair cash value of the property conveyed is \$3,375.00. Grantee joins this Deed of Easement for the sole purpose of certifying the consideration, as authorized by Resolution No. 383-2018 passed by the Lexington-Fayette Urban County Council on June 21, 2018. This conveyance is exempt from real estate transfer tax pursuant to KRS 142.050.



GRANTEE:

LEXINGTON-FAYETTE URBAN COUNTY  
GOVERNMENT

BY: Linda Gorton  
LINDA GORTON, MAYOR

COMMONWEALTH OF KENTUCKY )  
 )  
COUNTY OF FAYETTE )

The foregoing Certificate of Consideration was subscribed, sworn to and acknowledged before me by Linda Gorton, as Mayor, for and on behalf of the Lexington-Fayette Urban County Government, on this the 27th day of April, 2019.

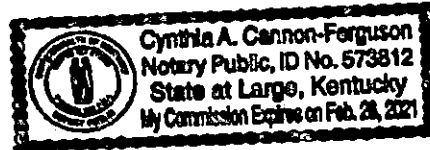
My commission expires: 2/26/2021

Cynthia A. Cannon-Ferguson  
Notary Public, Kentucky, State at-Large

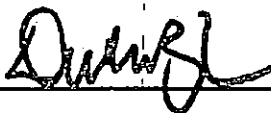
Notary ID # 573812

PREPARED BY:

Charles E. Edwards, III  
Charles E. Edwards, III,  
Attorney  
Lexington-Fayette Urban  
County Government  
Department of Law, 11<sup>th</sup> 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: PATTY DAVIS ,dc

201904290024

April 29, 2019                      9:32:21      AM

Fees	\$26.00	Tax	\$ .00
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Total Paid	\$26.00
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