

DEED OF EASEMENT

This DEED OF EASEMENT is made and entered into this the 26th day of JUNE, 2019, by and between PENDERY FINANCIAL, LLC, PENSION TRUST MASTER ACCOUNT, a Kentucky limited liability company, 2560 Walnut Grove Lane, Lexington, Kentucky 40509 which is 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 FOUR HUNDRED TWENTY-FIVE THOUSAND AND 00/100 DOLLARS (\$425,000.00), 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, in perpetuity, the exclusive and permanent right to install, construct, maintain, repair, and inspect a shared-use-path and other related improvements, including walls and other hardscape features and appurtenances thereto, which said shared-use-path, appurtenances, walls, and other hardscape features shall be of such dimension, character, construction, and use as determined by Grantee, and which shall become a part of the Town Branch Trail. This Deed of Easement and the exercise of the rights and privileges herein 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,

Return to:
M. Keith Horn
LFUCG, Dept. of Law, 11th Floor
200 East Main Street
Lexington, KY 40507

(CC-F)

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. Any damage beyond normal wear and tear caused by the Grantor shall be repaired at the expense of the Grantor.

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. 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. However, Grantor is entitled to pursue via a development plan access to Manchester Street as Grantor deems necessary subject to approval of such access by the Lexington-Fayette Urban County Government Planning Commission.
4. 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.

5. Grantee shall have the right to reasonably cross the Grantor's adjacent property as necessary to repair and maintain the Path.
6. 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 easement granted herein ceases to be utilized for a public purpose, and is declared so by Grantee, 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, to-wit:

Permanent Easement
(a portion of 1151 Manchester Street
f/k/a 1107 Manchester Street)

Town Branch Trail, Phase 6
Parcel No. 16A

Being a tract of land situated east of the intersection of Manchester Street (KY Highway 1681) and Forbes Road (KY Highway 1723) in Fayette County, Kentucky, and being more particularly described as follows:

Beginning at a point in the northerly right-of-way line of Manchester Street, said point being 14.53 feet left of Manchester Street Station 101+00.04, said point also being in the southerly right-of-way line of CSX Transportation, Inc.;

Thence leaving the northerly right-of-way line of Manchester Street with the southerly right-of-way line of CSX Transportation, Inc. for two (2) calls:

- 1.) N 16°27'36" E, 42.71 feet to a point 56.84 feet left of Manchester Street Station 100+94.25;
- 2.) S 69°25'39" E, 70.06 feet to a point 61.34 feet left of Manchester Street Station 101+64.17;

Thence leaving the southerly right-of-way line of CSX Transportation, Inc. with a new easement line through the lands of Pendery Financial, LLC for four (4) calls:

- 1.) S 57°14'52" E, 133.37 feet to a point 42.53 feet left of Manchester Street Station 102+95.27;
- 2.) S 67°19'32" E, 162.31 feet to a point 51.40 feet left of Manchester Street Station 104+56.91;
- 3.) S 64°44'48" E, 155.81 feet to a point 60.53 feet left of Manchester Street Station 106+08.18;
- 4.) S 51°20'03" E, 91.14 feet to a point 47.49 feet right of Manchester Street Station 106+98.38, said point being in the westerly line of LFUCG;

Thence with the westerly line of LFUCG S 15°15'26" E, 23.81 feet to a point 30.85 feet left of Manchester Street Station 107+15.43, said point being in the northerly right-of-way line of Manchester Street;

Thence with the northerly right-of-way line of Manchester Street for four (4) calls:

- 1.) N 63°27'27" W, 325.15 feet to a point;
- 2.) N 65°41'59" W, 180.48 feet to a point;
- 3.) N 66°22'42" W, 2.15 feet to a point;
- 4.) N 66°13'14" W, 109.98 feet to the POINT OF BEGINNING;

The above described parcel contains 0.470 acres (20,484 square feet) of permanent easement; and

Being a portion of the property conveyed to Pendery Financial, LLC, Pension Trust Master Account by deed dated March 3, 2015, of record in Deed Book 3296, Page 401 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 installing a shared-use-path and other related

improvements, including walls and other hardscape features and appurtenances thereto, through and across the following tract of land located in the confines of Lexington, Fayette County, Kentucky, and more particularly described as follows, to wit:

Temporary Construction Easement
(a portion of 1151 Manchester Street
f/k/a 1107 Manchester Street)

Town Branch Trail, Phase 6
Parcel No. 16B

Being a tract of land situated east of the intersection of Manchester Street (KY Highway 1681) and Forbes Road (KY Highway 1723) in Fayette County, Kentucky, and being more particularly described as follows:

Beginning at a point in the northerly right-of-way of Manchester Street, said point being 30.85 feet left of Manchester Street Station 107+15.43, said point also being a common corner with LFUCG;

Thence leaving the northerly right-of-way line of Manchester Street with the westerly line of LFUCG N 15°15'26" W, 23.81 feet to the TRUE POINT OF BEGINNING, said point being 47.49 feet left of Manchester Street Station 106+98.38;

Thence leaving the westerly line of LFUCG with a new easement line through the lands of Penderly Financial, LLC for four (4) calls:

- 1.) N 51°20'03" W, 91.14 feet to a point 60.53 feet left of Manchester Street Station 106+08.18;
- 2.) N 64°44'48" W, 155.81 feet to a point 51.40 feet left of Manchester Street Station 104+56.91;
- 3.) N 67°19'32" W, 162.31 feet to a point 42.53 feet left of Manchester Street Station 102+95.27;
- 4.) N 57°14'52" W, 133.37 feet to a point 61.34 feet left of Manchester Street Station 101+64.17, said point being in the southerly right-of-way line of CSX Transportation, Inc.;

Thence with the southerly right-of-way line of CSX Transportation, Inc. for two (2) calls:

- 1.) N 16°57'12" E, 3.41 feet to a point;

2.) S 77°15'02" E, 198.06 feet to a point, said point being 106.62 feet left of Manchester Street Station 103+54.78;

Thence leaving the southerly right-of-way line of CSX Transportation, Inc. with a new easement line through the lands of Penderly Financial, LLC for seven (7) calls:

- 1.) S 23°08'12" W, 46.52 feet to a point 60.15 feet left of Manchester Street Station 103+57.02;
- 2.) S 64°52'21" E, 46.59 feet to a point 60.78 feet left of Manchester Street Station 104+03.61;
- 3.) N 22°14'43" E, 13.03 feet to a point 73.78 feet left of Manchester Street Station 104+02.78;
- 4.) S 67°48'13" E, 65.17 feet to a point 77.98 feet left of Manchester Street Station 104+67.82;
- 5.) S 22°29'03" W, 16.48 feet to a point 61.53 feet left of Manchester Street Station 104+68.82;
- 6.) S 64°44'48" E, 144.99 feet to a point 70.59 feet left of Manchester Street Station 106+08.45;
- 7.) S 51°20'03" E, 78.59 feet to a point 59.35 feet left of Manchester Street Station 106+86.23, said point being in the westerly line of LFUCG;

Thence with the westerly line of LFUCG S 15°15'26" E, 16.98 feet to the TRUE POINT OF BEGINNING;

The above described parcel contains 0.266 acres (11,577 sq. ft.) of temporary construction easement; and

Being a portion of the property conveyed to Penderly Financial, LLC, Pension Trust Master Account by deed dated March 3, 2015, of record in Deed Book 3296, Page 401 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 said Grantee, its successors and assigns, 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 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 easements shall take effect upon the commencement of construction of the project and will expire upon completion of the project. The Grantor is entitled to possession and use of the subject property until construction begins.

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 does hereby covenant to and with the Grantee, its successors and assigns forever, that it is lawfully seized in fee simple of it and will **WARRANT GENERALLY** said title.

The obtaining of these easements was authorized by Resolution 382-2018, passed by the Lexington-Fayette Urban County Council on June 21, 2018. Pursuant to KRS 382.135(2)(c), this grant of easement, which pertains to a public right-of-way, 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:

PENDERY FINANCIAL, LLC
PENSION TRUST MASTER ACCOUNT


DAVID PENDERY
MEMBER

COMMONWEALTH OF KENTUCKY)
)
COUNTY OF FAYETTE)

This instrument was acknowledged, subscribed and sworn to before me by David Pendery, in his capacity as Member of Pendery Financial, LLC, Pension Trust Master Account, on this the 26th day of June, 2019.



Judy F. Amey
Notary Public, Kentucky, State at Large

My Commission Expires: 9/25/2020
Notary ID # 555784

PREPARED BY:

Michael Keith Horn

M. KEITH HORN
Managing 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: PATTY DAVIS ,dc

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June 27, 2019 12:36:33 PM

Fees	\$32.00	Tax	\$.00
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Total Paid	\$32.00
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