

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
Asset Acquisition/Disposal for Land & Buildings

- | | |
|--|----------------------------------|
| 1. Address: A portion of 1242 Village Drive (Easement) | 10. Acquisition Cost: \$145.86 |
| 2. Property Name: Same | 11. Taxes, Liens Assumed: N/A |
| 3. Type of Asset: L | 12. Title Search Costs: \$0 |
| 4. Source Funds: 4003-303408-92811 | 13. Legal Fees: N/A |
| 5. Division: Water Quality | 14. Appraisal Costs: \$0 |
| 6. Acquisition Date: September 19, 2019 | 15. FMV: \$145.86 |
| 7. Acquisition Method: P | 16. FMV Date: September 19, 2019 |
| 8. Acreage: N/A | 17. Disposal Date: N/A |
| 9. Square Footage: 326.60 | 18. Disposal Price: N/A |
| | 19. Disposal Method: N/A |


 _____ 10/01/2019
 Signature Date

Asset Codes
B – Buildings
L – Land

Acquisition Codes
P – Purchase
D – Donation
F – Forfeiture
C – Construction

Disposal Codes
SA - Sale
SC – Scrapping
T – Trade-in
D – Disposal
IC – Involuntary Conversion

Forward to: Department of Finance

FINANCE DEPARTMENT ONLY

Inventory # _____	Related Inventory # _____
Asset Fund # _____	Date Built _____
Acquisition Value _____	G/L Date _____

Res. No. 59-2019 passed 02/07/2019

Signed: 

 Council Clerk's Office

DEED OF EASEMENT

This **PERMANENT SANITARY SEWER EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT** is made and entered into this the 19th day of September 2019, by and between **WYNTRAIL BRADFORD GREEN, LLC**, a **Kentucky limited liability company**, 5460 S. Quebec Street, Suite 110, Greenwood Village, Colorado 80111, 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 FORTY-FIVE DOLLARS AND 86/100 DOLLARS (\$145.86)**, 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
Wolf Run Trunks B & C Sanitary
Sewer Improvement Project
(a portion of 1242 Village Drive)

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

(CC-F)

COMMENCING at a point, being the intersection of the south right-of-way of Cambridge Drive and the east right-of-way of Village Drive, at a corner with 1242 Village Drive (Bradford Green Apartments, LLC) Deed Book 3312, Page 434; thence along the east right-of-way of Village Drive, S 13°36'02" W, a distance of 1.73 feet, to the **TRUE POINT OF BEGINNING**; thence leaving said right-of-way and with a permanent easement, S 78°14'35" E, a distance of 16.01 feet; thence S 11°45'25" W, a distance of 20.00 feet; thence N 78°14'35" W, a distance of 16.65 feet, to a point in the east right-of-way of Village Drive; thence along said right-of-way, N 13°36'02" E, a distance of 20.01 feet, more or less to the **POINT OF BEGINNING**; and,

The above described parcel contains 326.60 square feet of permanent easement; and

Being a portion of the same property conveyed to WynTrail Bradford Green, LLC, a Kentucky limited liability company, by deed dated December 20, 2017, of record in Deed Book 3549, Page 340, 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
Wolf Run Trunks B & C Sanitary
Sewer Improvement Project
(a portion of 1242 Village Drive)

BEGINNING, at a point, being the intersection of the south right-of-way of Cambridge Drive and the east right-of-way of Village Drive, at a corner with 1242 Village Drive (Bradford Green Apartments, LLC) Deed Book 3312, Page 434; thence along the south right-of-way of Cambridge Drive, S 78°21'03" E, a distance of 25.95 feet; thence leaving said right-of-way and with a temporary easement, S 11°45'25" W, a distance of 31.78 feet; thence N 78°14'35" W, a distance of 26.97 feet, to a point in the east right-of-way of Village Drive; thence along said right-of-way, N 13°36'02" E, a distance of 31.75 feet, to the **POINT OF BEGINNING**, excepting the area covered by permanent easement (356.60 square feet); and,

The above described parcel contains a total area of 513.70 square feet of temporary construction access easement; and,

Being a portion of the same property conveyed to WynTrail Bradford Green, LLC, a Kentucky limited liability company, by deed dated December 20, 2017, of record in Deed Book 3549, Page 340, 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 does 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 59-2019, passed by the Lexington-Fayette Urban County Council on February 7, 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 Grantor has signed this Deed of Easement, this the day and year first above written.

[Intentionally left blank]

GRANTOR:

WYNTRAIL BRADFORD GREEN, LLC, a
Kentucky limited liability company

By: WynTrail Fund II LLC, a Delaware limited liability
company, its sole Member

By: WynTrail Manager, LLC, a
Delaware limited liability company, its
Manager

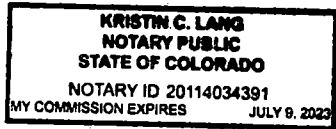
By: 

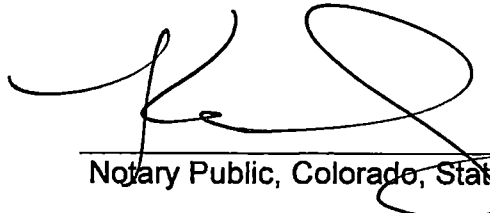
Name: Brandon Jundt

Title: manager

STATE OF COLORADO)
)
COUNTY OF DENVER)

This instrument was acknowledged, subscribed and sworn to before me by
Brandon Jundt as its Manager,
for and on behalf of WynTrail Manager, LLC, a Delaware limited liability company, as
Manager of WynTrail Fund II LLC, a Delaware limited liability company, as its sole
Member of WynTrail Bradford Green, LLC, a Kentucky limited liability company, for and
on behalf of the limited liability company, on this the 19 day of September, 2019.




Notary Public, Colorado, State-at-Large

My Commission Expires: 9 / 19 / 19

PREPARED BY:



CHARLES E. EDWARDS III

Attorney

Lexington-Fayette Urban

County Government

Department of Law, 11th Floor

200 East Main Street

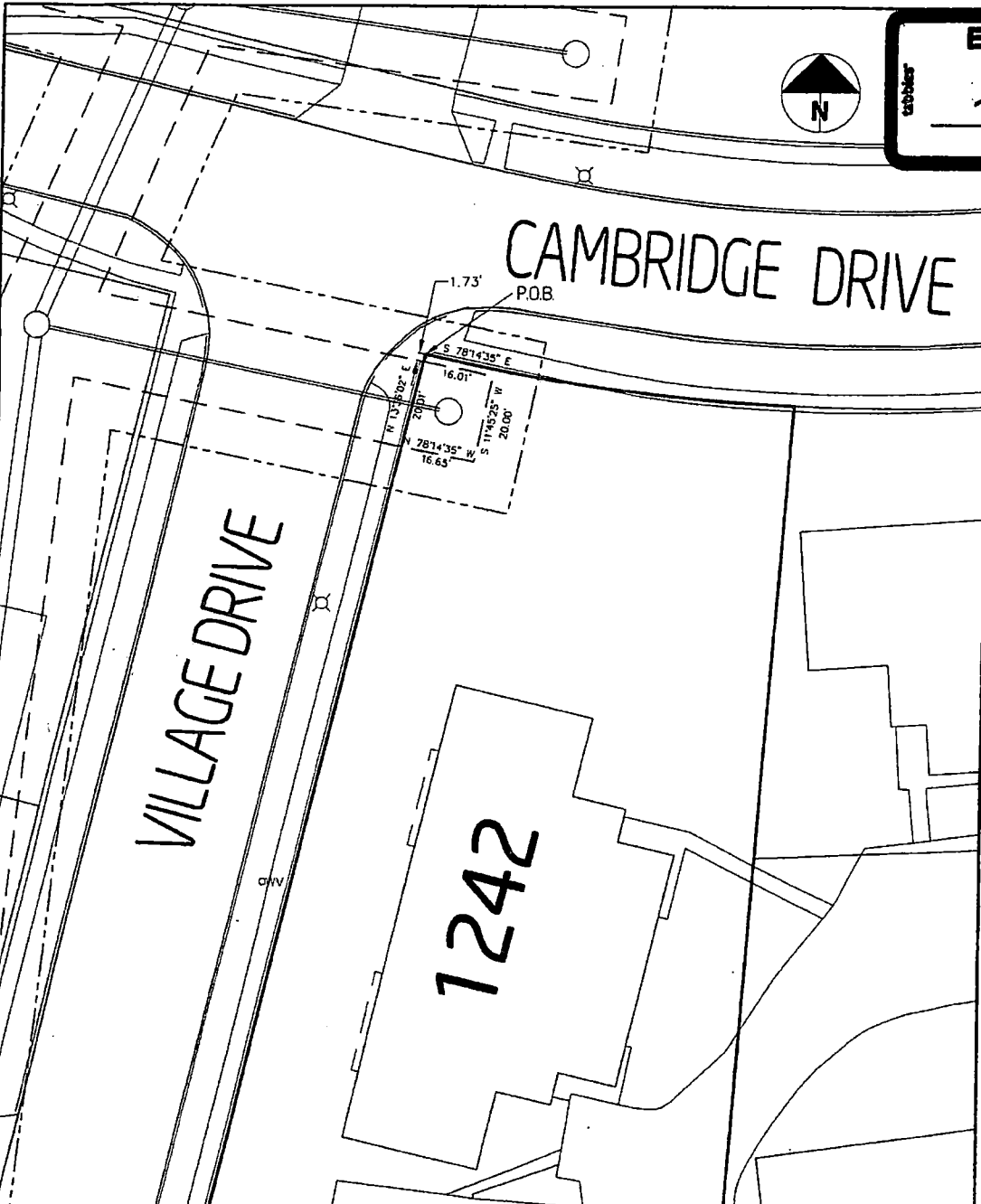
Lexington, Kentucky 40507

(859) 258-3500

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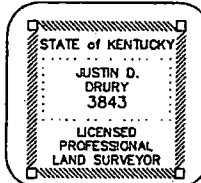
EXHIBIT

A



SURVEY EXHIBIT

1242 VILLAGE DRIVE
LEXINGTON FAYETTE CO., KY
VILEY HEIGHTS UNIT 2-A
PLAT CABINET B SLIDE 237
DATE JAN-2018



SURVEY NOTES

- 1- THE BASIS OF BEARINGS FOR THIS SURVEY IS KENTUCKY STATE PLANE NORTH (NADB3). GEOID MODEL 12-B.
- 2- THIS SURVEY IS SUITABLE AS AN URBAN CLASS SURVEY.

LEGEND

- NEW SEWER LINE
- EASEMENT (PERMANENT)
- EASEMENT (TEMPORARY)
- EASEMENT (RELEASED)
- PROPERTY LINE

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

201909260116

September 26, 2019 9:51:17 AM

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

688 - 695