

DEED OF EASEMENT

This **DEED OF EASEMENT** is made and entered into this 4th day of December, 2019, by and between **STONEHORSE, LLC**, a Kentucky limited liability company, 232 S. Ashland Avenue, Lexington, Kentucky 40502 ("Grantor"), 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");

W I T N E S S E T H:

That for and in consideration of the sum of **NINETY-NINE THOUSAND DOLLARS AND 00/100 CENTS (\$99,000.00)**, 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, 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, and more particularly described as follows:

Permanent Sanitary Sewer Easement
(a portion of 2284 Versailles Road)
Wolf Run Trunks B & C Sanitary
Sewer Improvement Project

COMMENCING, at a point in the south right-of-way of Versailles Road, said point being a common corner with 2284 Versailles Road (Stonehorse, LLC, c/o Rite Aid Corp., Deed Book 2292, Page 675) and 1999 Fair Oaks Drive (James Stepetak, Deed Book 2250, Page 632); thence along said common line, S 09°52'40" E a distance of 10.17 feet to the

Mail to:
 Lexington-Fayette Urban County Government
 200 E. Main Street
 Department of Law, 11th Floor
 Lexington, Kentucky 40507

(CC-F)

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TRUE POINT OF BEGINNING; thence continuing along said common line, S 09°52'40" E a distance of 20.33 feet; thence leaving said common line and with a permanent easement for the next (5) calls: S 69°46'48" W a distance of 61.49 feet; thence S 06°28'26" E a distance of 121.11 feet; S 83°31'34" W a distance of 20.00 feet; thence N 06°28'26" W a distance of 46.62 feet; thence N 00°14'47" W a distance of 46.25 feet; thence with a curve turning to the left, with an arc length of 14.48 feet, with a radius of 23.44 feet, with a chord bearing of N 27°05'11" W, with a chord length of 14.25 feet; thence N 06°28'26" W a distance of 14.92 feet; thence N 84°30'08" W a distance of 126.20 feet; thence S 63°12'37" W a distance of 21.09 feet; thence N 26°47'23" W a distance of 16.39 feet, to a point in the east right-of-way of Alexandria Drive; thence along said right-of-way, N 00°22'40" W a distance of 4.03 feet; thence leaving said right-of-way and with a permanent easement for (3) calls: N 63°12'37" E a distance of 25.08 feet; S 84°30'08" E a distance of 137.80 feet; N 69°46'48" E a distance of 70.70 feet to the **POINT OF BEGINNING**; and

The above described parcel contains 6,881.03 square feet of permanent easement; and,

Being a portion of the property conveyed to Stonehorse, LLC, a Kentucky limited liability company, by Special Warranty deed dated July 9, 2002, of record in Deed Book 2292, Page 675 and by General Warranty deed dated December 12, 2007, of record in Deed Book 2781, Page 313, both referenced in the Fayette County Clerk's Office (the entire property conveyed by these deeds being referred to herein as the "Property").

Shown on Exhibit "A" attached hereto and incorporated herein by reference.

FURTHER, for and in consideration of the foregoing sum, 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, 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, to-wit:

Temporary Construction Easement
(a portion of 2284 Versailles Road)
Wolf Run Trunks B & C Sanitary
Sewer Improvement Project

BEGINNING, at a point being in the south right-of-way of Versailles Road, said point being a common corner with 2284 Versailles Road (Stonehorse, LLC, c/o Rite Aid Corp., Deed Book 2292, Page 675) and 1999 Fair Oaks Drive (James Stepetak, Deed Book 2250, Page 632); thence along said common line, S 09°52'40" E a distance of 40.66 feet; thence leaving said line and with a temporary construction easement for (5) calls: S 69°46'48" W a distance of 51.82 feet; thence S 06°28'26" E a distance of 123.26 feet; thence S 83°31'34" W a distance of 36.18 feet; thence N 00°14'47" W a distance of 56.96 feet; thence N 00°14'47" W a distance of 46.25 feet; thence with a curve turning to the left with an arc length of 26.85 feet, with a radius of 23.44 feet, with a chord bearing of N 42°12'07" W, with a chord length of 25.40 feet; N 84°44'50" W a distance of 115.28 feet; thence S 63°12'37" W a distance of 28.19 feet; thence N 26°47'23" W a distance of 6.26 feet, to a point in the east right-of-way of Alexandria Drive; thence along said right-of-way, N 00°22'40" W a distance of 37.68 feet; thence leaving the east right-of-way of Alexandria Drive and with a temporary construction easement for (3) calls: N 63°12'37" E a distance of 23.01 feet; thence S 84°27'29" E a distance of 138.20 feet; thence N 69°46'47" E a distance of 70.49 feet to the **POINT OF BEGINNING**; and

The above described parcel contains 6,135.58 square feet of temporary construction easement (excepting an area covered by permanent easement 6,881.03 square feet); and,

Shown on Exhibit "A" attached hereto and incorporated herein by reference.

AND

Temporary Construction Access Easement
(a portion of 2284 Versailles Road)
Wolf Run Trunks B & C Sanitary
Sewer Improvement Project

COMMENCING, at a point in the south right-of-way of Versailles Road, said point being a common corner with 2284 Versailles Road (Stonehorse, LLC, c/o Rite Aid Corp., Deed Book 2292, Page 675) and 1999 Fair Oaks Drive (James

Stepetak, Deed Book 2250, Page 632); thence along said right-of-way, S 84°25'20" W a distance of 68.06 feet to the TRUE POINT OF BEGINNING; thence leaving said right-of-way, and with a new access easement, S 05°07'52" E a distance of 17.82 feet; thence N 85°50'15" W a distance of 20.27 feet; thence N 05°07'52" W a distance of 14.39 feet to a point in said right-of-way; thence along said right-of-way, N 84°25'20" E a distance of 20.00 feet to the **POINT OF BEGINNING**; and,

The above described parcel contains 322.11 square feet (0.007 acres) of temporary access easement; and,

Shown on Exhibit "B" attached hereto and incorporated herein by reference.

The above tracts being a portion of the property conveyed to Stonehorse, LLC, a Kentucky limited liability company, by Special Warranty deed dated July 9, 2002, of record in Deed Book 2292, Page 675 and by General Warranty deed dated December 12, 2007, of record in Deed Book 2781, Page 313, both referenced 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 (but shall expire on May 1, 2021 if not already expired) and are binding upon the successors and assigns of the Grantor. The above-described permanent easements run with the land in perpetuity and are 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 expire upon completion of the project.

Grantee, by accepting delivery of this easement grant, hereby agrees to the following conditions and restrictions on the use of estate granted herein: (i) the electric, gas, water, sewage and telephone service used by the tenant of the Property shall not intentionally be interrupted; (ii) Grantee agrees that access to the Property via Alexandria Drive shall not be blocked at any time; (iii) Grantee agrees to keep all parking spaces west

of the building, as well as those to the North of the building which face the building, unobstructed or used by Grantee, their contractors, employees or agents, at any time; and (iv) Grantee agrees to limit any closure or obstruction of the Versailles Road access point as much as reasonably possible and further agrees that any closure to the Versailles Road access point shall be limited to not more than ten (10) consecutive days during the construction. Further, Grantee agrees that all surface areas shall be restored, as near as practical, to the condition existing prior to any use of an easement granted herein. The costs to lay, construct, operate, repair, reconstruct and remove the sanitary sewer line and the cost to restore the surface area shall be the sole responsibility of the Grantee.

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 easements 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.

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 said 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 conveyed herein, and that it will **WARRANT SPECIALLY** said title.

The obtaining of this easement was authorized by Resolution No. 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 and Grantee have signed this Deed of Easement, the day and year first above written.

COMMONWEALTH OF KENTUCKY)
)
COUNTY OF FAYETTE)

The foregoing Easement was subscribed, sworn to and acknowledged before me by Linda Gorton, as Mayor of the Lexington-Fayette Urban County Government, for and on behalf of the Government, on this the 4th day of December, 2019.

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

Notary ID # 573812

My Commission Expires: 2/26/2021

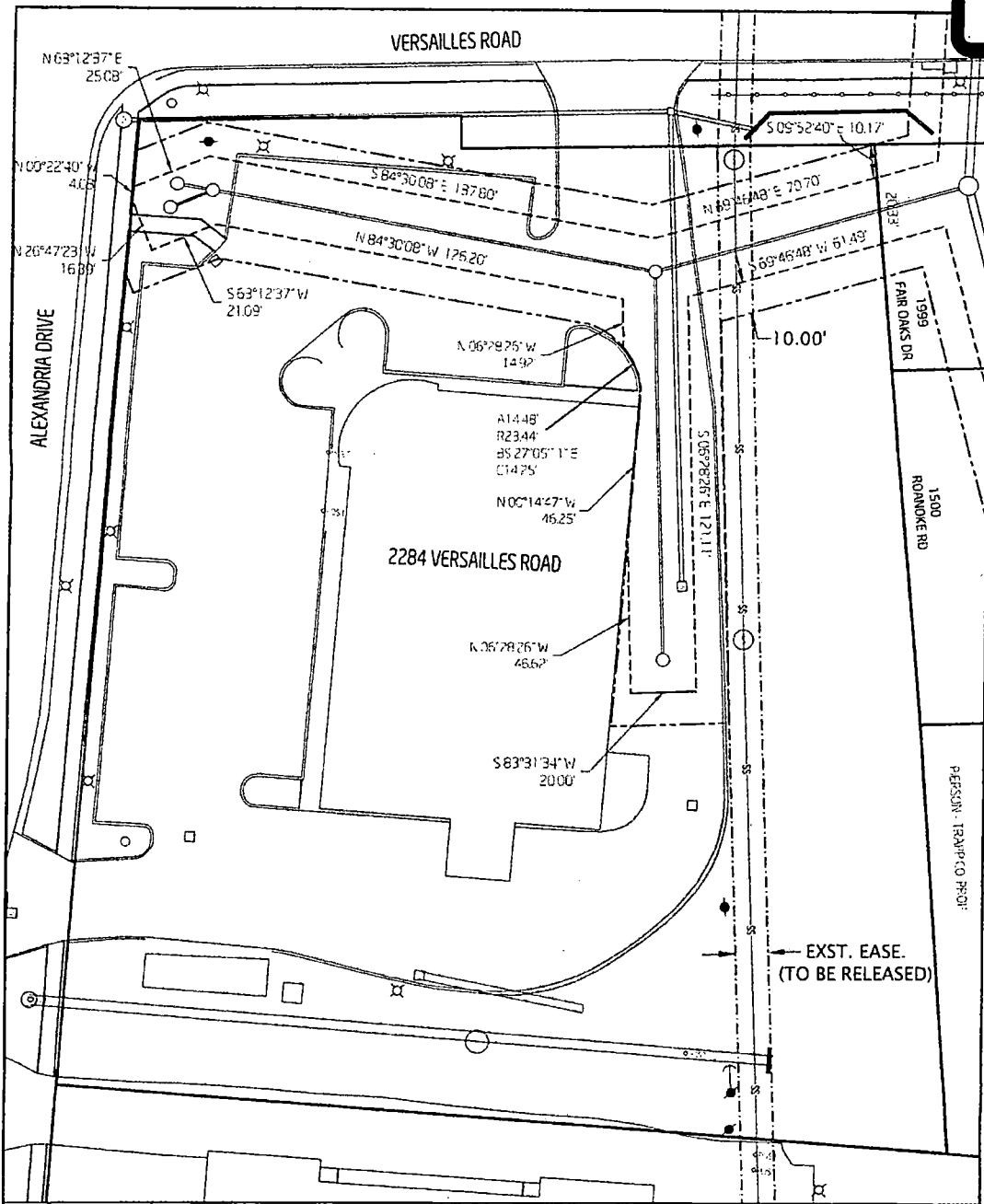


PREPARED BY:

Charles E. Edwards, III

Charles E. Edwards, III
Attorney
Lexington-Fayette Urban County
Government
200 West Main Street, 11th Floor
Lexington, Kentucky 40507
(859) 258-3500

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SURVEY EXHIBIT

2284 VERSAILLES ROAD
 LEXINGTON FAYETTE CO., KY
 GARDENSIDE UNIT 20-B
 PLAT CABINET N SLIDE 333
 DATE JAN-2018



SURVEY NOTES

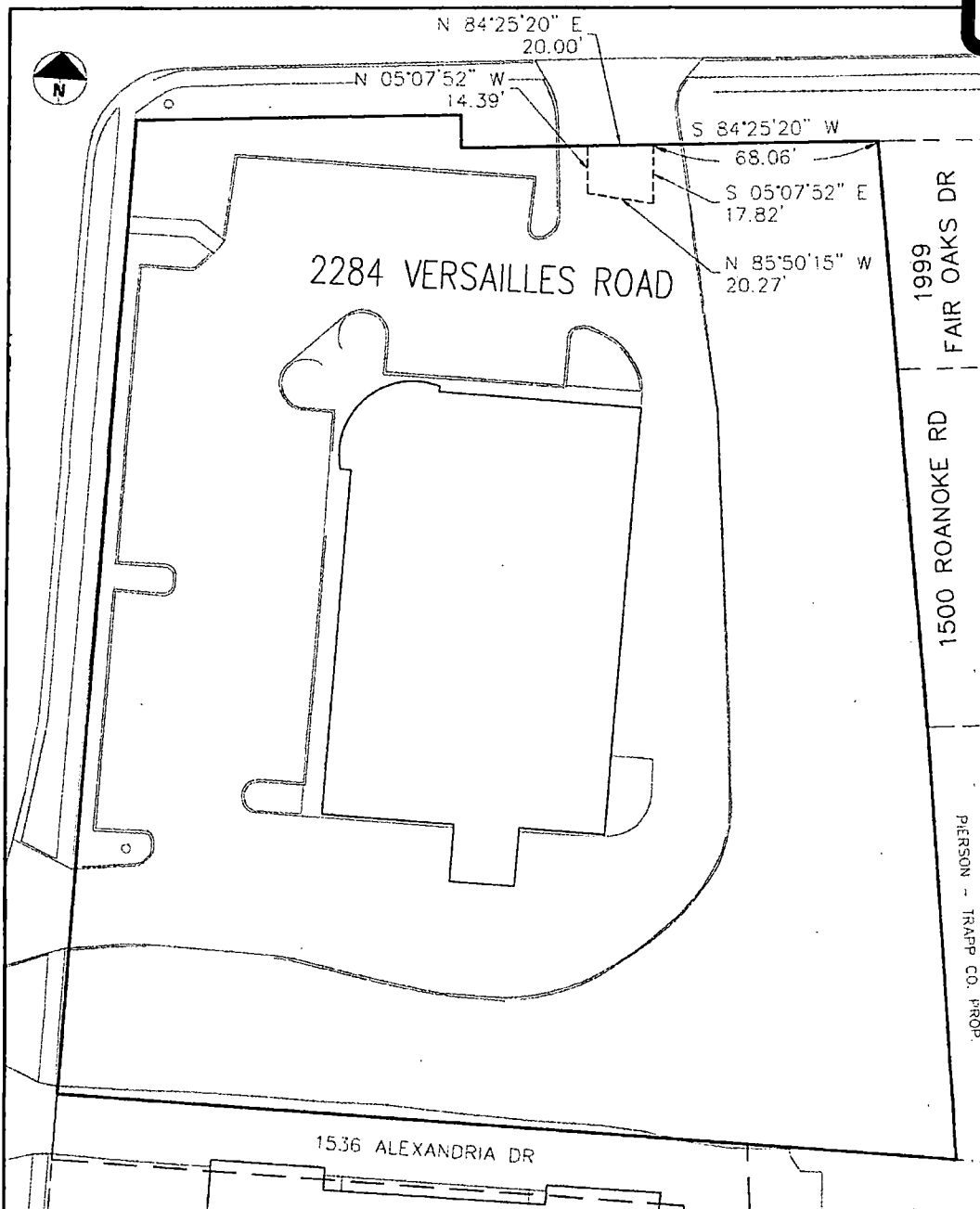
- 1- THE BASIS OF BEARINGS FOR THIS SURVEY IS KENTUCKY STATE PLANE NORTH (NAD83). GEOID MODEL 12-B.
- 2- THIS SURVEY IS SUITABLE AS AN URBAN CLASS SURVEY.

STATE OF KENTUCKY
 JUSTIN D. DRURY
 3843
 LICENSED PROFESSIONAL LAND SURVEYOR

2216 YOUNG DRIVE
 SUITE 78
 LEXINGTON KY, 40505
 PHONE 859-268-1044
 FAX 859-268-1049
 MOBILE 229-2278

LEGEND

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



SURVEY EXHIBIT

2284 VERSAILLES ROAD
 LEXINGTON FAYETTE CO., KY
 GARDENSIDE UNIT 20-B
 PLAT CABINET N SLIDE 333
 DATE MAR-2018

STATE OF KENTUCKY
 JUSTIN D DRURY
 3843
 LICENSED PROFESSIONAL LAND SURVEYOR

2020
 LAND SURVEYING
 2216 YOUNG DRIVE
 SUITE 7B
 LEXINGTON KY, 40505
 PHONE 859-268-1044
 FAX 859-268-1049
 MOBILE 729-2278



SURVEY NOTES

- 1- THE BASIS OF BEARINGS FOR THIS SURVEY IS KENTUCKY STATE PLANE NORTH (NAD83). GEOID MODEL 12-B.
- 2- THIS SURVEY IS SUITABLE AS AN URBAN CLASS SURVEY

LEGEND

- ③ NEW SEWER LINE
- - - - - EASEMENT (ACCESS)
- - - - - 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: PATTY DAVIS ,dc

201912040178

December 4, 2019 12:43:59 PM

Fees	\$35.00	Tax	\$.00
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Total Paid	\$35.00
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10 Pages

721 - 730

MAYOR LINDA GORTON



LEXINGTON

SUSAN B. SPECKERT
COMMISSIONER
DEPARTMENT OF LAW

To: Abigail Allan, Council Clerk
Council Clerk's Office

From: Department of Law

Date: December 6, 2019

Re: Permanent Sanitary Sewer and
Temporary Construction Easement
2284 Versailles Road

Our File No. 18-RE0835
Wolf Run B & C Trunk Sewer Project

Enclosed is the original recorded Permanent Sanitary Sewer and Temporary Construction Easement for the above property to the Urban County Government for the Wolf Run B & C Trunk Sewer Project. Please file the easement with the authorizing legislation, Resolution No. 59-2019.

Please note that the attached asset acquisition form is only for the permanent easement acquired.

If you have any questions, please let me know.

Sincerely,

A handwritten signature in black ink, appearing to read "Charles E. Edwards, III".

Charles E. Edwards, III
Attorney

Enclosure

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