

PERMANENT AND TEMPORARY GRANT OF EASEMENT

This **PERMANENT AND TEMPORARY GRANT OF EASEMENT** is made and entered into this the 10 day of January, 2019, by and between **THISTLE HOLDINGS, LLC, a Kentucky limited liability company**, 210 East High Street, Box 555, Lexington, Kentucky 40508, 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 **FOURTEEN THOUSAND 00/100 DOLLARS (\$14,000.00)**, 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, the permanent right to excavate, grade, construct, alter, re-grade and perform related work for the purpose of shared-use path/utility improvements and construction, installation and relocation 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:

Permanent Easement
(a portion of 330 Newtown Pike f/k/a 330 Newtown Road)

Town Branch Commons, Zone 7
Parcel No. 57A

Being a tract of land situated on the northeast of the intersection of Newtown Pike (US Highway 25, KY Highway

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

(DTC)

922) and Third Street in Fayette County, Kentucky, and being more particularly described as follows:

Beginning at an iron pin in the easterly right-of-way line of Newtown Pike, said point being 31.98 feet right of KY 922 Baseline Station 229+39.43; thence with the easterly right-of-way line of Newtown Pike North 7 Degrees 11 Minutes 27 Seconds East for a distance of 71.43 feet, to a point 20.95 feet right of KY 922 Baseline Station 230+10.00; thence leaving the easterly right-of-way line of Newtown Pike with a new easement line through the lands of Thistle Holdings, LLC for two (2) calls: South 73 Degrees 55 Minutes 43 Seconds East a distance of 11.03 feet, to a point 31.98 feet right of KY 922 Baseline Station 230+10.00; thence South 16 Degrees 04 Minutes 17 Seconds West a distance of 70.57 feet to the POINT OF BEGINNING;

The above described parcel contains 0.009 acres (390 sq. ft.) of permanent easement; and

Being a portion of the property conveyed to Thistle Holdings, LLC, a Kentucky limited liability company, by deed dated March 17, 2014, of record in Deed Book 3222, Page 326; deed dated March 17, 2014 of record in Deed Book 3222, Page 349; and deed dated January 5, 2016 of record in Deed Book 3417, Page 567 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 shared-use path/utility improvements and construction, installation and relocation through and across the following tracts of land located in the confines of Lexington, Fayette County, Kentucky, and more particularly described as follows, to wit:

Temporary Construction Easements
(a portion of 330 Newtown Pike f/k/a 330 Newtown Road)

Town Branch Commons, Zone 7
Parcel No. 57B

Being a tract of land situated on the northeast of the intersection of Newtown Pike (US Highway 25, KY Highway 922) and Third Street in Fayette County, Kentucky, and being more particularly described as follows:

Beginning at an iron pin in the easterly right-of-way line of Newtown Pike, said point being a common corner with The Clarence Elliot Means, Jr. Trust Number Two (Parcel 58), said point also being 21.51 feet right of KY 922 Baseline Station 233+41.36; thence with the southerly line of the aforesaid The Clarence Elliot Means, Jr. Trust Number Two North 74 Degrees 07 Minutes 42 Seconds East for a distance of 5.85 feet, to a point 26.47 feet right of KY 922 Baseline Station 233+44.45; thence leaving the southerly line of the aforesaid The Clarence Elliot Means, Jr. Trust Number Two with a new easement line through the lands of Thistle Holdings, LLC for eight (8) calls: South 15 Degrees 22 Minutes 35 Seconds West a distance of 69.46 feet, to a point 27.31 feet right of KY 922 Baseline Station 232+75.00; thence South 73 Degrees 55 Minutes 43 Seconds East a distance of 7.69 feet, to a point 35.00 feet right of KY 922 Baseline Station 232+75.00; thence South 16 Degrees 04 Minutes 17 Seconds West a distance of 130.00 feet, to a point 35.00 feet right of KY 922 Baseline Station 231+45.00; thence South 73 Degrees 55 Minutes 43 Seconds East a distance of 15.00 feet, to a point 50.00 feet right of KY 922 Baseline Station 231+45.00; thence South 16 Degrees 04 Minutes 17 Seconds West a distance of 90.00 feet, to a point 50.00 feet right of KY 922 Baseline Station 230+55.00; thence North 73 Degrees 55 Minutes 43 Seconds West a distance of 10.00 feet, to a point 40.00 feet right of KY 922 Baseline Station 230+55.00; thence South 16 Degrees 04 Minutes 17 Seconds West a distance of 115.57 feet, to a point 40.00 feet right of KY 922 Baseline Station 229+39.43; thence North 73 Degrees 55 Minutes 43 Seconds West a distance of 8.02 feet, to an iron pin 31.98 feet right of KY 922 Baseline Station 229+39.43, said point being in the easterly right-of-way line of Newtown Pike: thence leaving the easterly right-of-way of Newtown Pike with a new easement line through the lands of Thistle Holdings, LLC for two (2)

calls: North 16 Degrees 04 Minutes 17 Seconds East a distance of 70.57 feet, to a point 31.98 feet right of KY 922 Baseline Station 230+10.00; thence North 73 Degrees 55 Minutes 43 Seconds West a distance of 11.03 feet, to a point 20.95 feet right of KY 922 Baseline Station 230+10.00, said point being in the easterly right-of-way line of Newtown Pike; thence with the easterly right-of-way line of Newtown Pike for eight (8) calls: thence North 7 Degrees 11 Minutes 27 Seconds East a distance of 4.52 feet, to a point; thence North 16 Degrees 28 Minutes 47 Seconds East a distance of 43.00 feet, to a point; thence North 16 Degrees 10 Minutes 59 Seconds East a distance of 77.02 feet, to a point; thence North 16 Degrees 18 Minutes 44 Seconds East a distance of 66.61 feet, to a point; thence North 73 Degrees 40 Minutes 23 Seconds West a distance of 3.02 feet, to a point; thence North 14 Degrees 38 Minutes 45 Seconds East a distance of 51.02 feet, to a point; thence South 73 Degrees 42 Minutes 36 Seconds East a distance of 4.43 feet, to a point; thence North 16 Degrees 18 Minutes 44 Seconds East a distance of 89.26 feet, to the POINT OF BEGINNING;

The above described parcel contains 0.149 acres (6,475 sq. ft.) of temporary easement; and

Being a portion of the property conveyed to Thistle Holdings, LLC, a Kentucky limited liability company, by deed dated March 17, 2014, of record in Deed Book 3222, Page 326; deed dated March 17, 2014 of record in Deed Book 3222, Page 349; and deed dated January 5, 2016 of record in Deed Book 3417, Page 567 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 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 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 will **WARRANT GENERALLY** said title.

The obtaining of this easement was authorized by Resolution 384-2018, 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 Permanent and Temporary Grant of Easement, this the day and year first above written.

GRANTOR:

THISTLE HOLDINGS, LLC



JOHN J. CIRIGLIANO

DEED BOOK 3641 PAGE 366

**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

201901150018

January 15, 2019 8:41:40 AM

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

360 - 366