

**DEED OF EASEMENT**

This **PERMANENT SANITARY SEWER EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT** is made and entered into this 13<sup>th</sup> day of November 2020, by and between **FAYETTE COUNTY SCHOOL DISTRICT FINANCE CORPORATION**, an agency, instrumentality and constituted authority of the Board of Education of Fayette County, Kentucky, and the **BOARD OF EDUCATION OF FAYETTE COUNTY, KENTUCKY**, both of which have a mailing address of 1126 Russell Cave Road, Lexington, Fayette County, Kentucky 40505, (collectively "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 in consideration of the sum of **ELEVEN THOUSAND AND 00/100 DOLLARS (\$11,000.00)**, 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 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 Exhibit "B" and more particularly described as follows, to wit:

Return to:  
Cynthia Cannon-Ferguson  
LFUCG, Dept. of Law, 11<sup>th</sup> Floor  
200 E. Main Street  
Lexington, Ky. 40507

**Permanent Sanitary Sewer Easement**  
**Wolf Run Trunks D & E Sewer Replacement Project**  
**(a portion of 1901 Appomattox Road)**

**BEGINNING**, at a point on the southern property line, said property line being the right of way of Appomattox Rd, approximately 52' from the southeast property corner following along the right of way, thence 55.11 feet at a bearing of N 04°04'23" E to a point, thence 293.36 feet at a bearing of N 31°09'08" W to a point, thence 253.46 feet at a bearing of N 31°44'48" W to the northern property line shared with DeRosa Capital 9 LLC, thence 20.01 feet at a bearing of N 56°31'00" E along the northern property line, thence 254.17 feet at a bearing of S 31°44'48"E to a point, thence 288.60 feet at a bearing of S 31°09'08" E to a point, thence 0.42 feet at a bearing of N 71°15'24" E to the eastern property line shared with Frank & Norma Richmond, thence 20.43 feet at a bearing of S 30°34'27" E along the eastern property line, thence 6.00 feet at a bearing of S 71°15'24" W to a point, thence 42.17 feet at a bearing of S 04°04'23" W to the right of way of Appomattox Rd, thence 22.13 feet at a bearing of S 68°42'49" W along the right of way back to the **POINT OF BEGINNING**; and,

The above-described tract contains a total area of 12,115.70 sq. ft. of permanent easement; and,

Being a portion of the same property conveyed to Fayette County School District Finance Corporation, an agency, instrumentality and constituted authority of the Board of Education of Fayette County, Kentucky, by Deed dated May 1, 1995, of record in Deed Book 1789, Page 001, in the Fayette County Clerk's Office.

**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 placement and construction, installation and relocation through and across the following tract of land located within the confines of Lexington,

Fayette County, Kentucky, depicted on Exhibit "B" attached hereto, and more particularly described as follows, to-wit:

**Temporary Construction Easement**  
**Wolf Run Trunks D & E Sewer Replacement Project**  
**(a portion of 1901 Appomattox Road)**

Tract No.1

**BEGINNING**, at a point on the northern property line shared with DeRosa Capital 9 LLC, approximately 20' from the northeast property corner, thence 10.00 feet at a bearing of S 56°31'00" W along the northern property line to a point, thence 254.17 feet at a bearing of S 31°44'48"E to a point, thence 288.60 feet at a bearing of S 31°09'08" E to a point, thence 0.42 feet at a bearing of N 71°15'24" E to the eastern property line shared with Frank & Norma Richmond, thence 22.02 feet at a bearing of N 30°34'27" W to a point, thence 86.23 feet at a bearing of N 28°53'48" W to a point, thence 106.71 feet at a bearing of N 28°59'51" W to a point, thence 23.40 feet at a bearing of N 26°20'22" W to a point, thence 50.61 feet at a bearing of N 31°09'08" W to a point, thence 254.53 feet at a bearing of N 31°44'48" W to the northern property line back to the **POINT OF BEGINNING**; and,

The above-described tract contains a total area of 4,114.62 sq. ft. of temporary construction easement; and,

Tract No. 2

**BEGINNING**, at a point on the northern property line shared with DeRosa Capital 9 LLC, approximately 50' from the northeast property corner, thence 10.00 feet at a bearing of S 56°31'00"W along the northern property line to a point, thence 253.11 at a bearing of S 31°44'48"E to a point, thence 290.14 feet at a bearing of S 31°09'08"E to a point, thence 56.23 feet at a bearing of S 04°04'23"W to the right of way of Appomattox, thence 10.88 feet at a bearing of N 70°49'26"E along the right of way to a point, thence 55.11 feet at a bearing of N 04°04'23"E to a point, thence 293.36 feet at a bearing of N 31°09'08"W to a point, thence 253.46 feet at a bearing of N 31°44'48"W to the northern property line back to the **POINT OF BEGINNING**; and,

The above-described tract contains a total area of 6,007.11

sq. ft. of temporary construction easement; and,

Tract No. 3

**BEGINNING**, at a point on the southern property line, said property line being the right of way of Appomattox Rd, approximately 18.5' from the southeast property corner following along the right of way, thence 30.15 feet at a bearing of N 04°04'23"E to a point, thence 1.46 feet at a bearing of N 71°15'24"E to the eastern property line shared with Frank & Norma Richmond, thence 10.22 feet at a bearing of N 30°34'27"W along the eastern property line to a point, thence 6.00 feet at a bearing of S 71°15'24"W to a point, thence 42.17 feet at a bearing of S 04°04'23"W to the right of way of Appomattox, thence 11.35 feet at a bearing of N 65°48'30"E along the right of way back to the **POINT OF BEGINNING**; and,

The above-described tract contains a total area of 398.87 sq. ft. of temporary construction easement; and,

All of the above-mentioned tracts being a portion of the same property conveyed to Fayette County School District Finance Corporation, an agency, instrumentality and constituted authority of the Board of Education of Fayette County, Kentucky, by Deed dated May 1, 1995, of record in Deed Book 1789, Page 001, in the Fayette County Clerk's Office.

**TO HAVE AND TO HOLD** the above-described easements, which are also shown on Exhibit "A" and Exhibit "B", attached hereto, 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 easement run 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 the prior written consent of the Grantee, provided however; Grantor reserves the right to construct and maintain driveways, roads and entranceways, as well as, sidewalks, curbs, fences and signs within the permanent easement area, and the term "buildings or structures" as used herein does not include these types of improvements.

Grantor does hereby release and relinquish unto the Grantee, all of their right, title, and interest in and to the property to the extent of the interests conveyed herein, including all exemptions allowed by law, and do hereby covenant to and with the Grantee, its successors and assigns forever, that it is lawfully seized in fee simple of said property and have good right to sell and convey the easements herein, and that it will **WARRANT GENERALLY** said title.

**PROVIDED, HOWEVER,** this conveyance is made subject to any and all easements, restrictions, and/or conditions that may appear of record affecting said property.

Grantee shall replace and restore any area disturbed by the construction, operation, repair, reconstruction, maintenance or removal of the aforesaid easements to as good a condition as it was before Grantee began such construction, operation, repair, reconstruction, maintenance or removal.

To the extent permitted by law, Grantee shall indemnify, defend and hold harmless Grantor from any liability or responsibility of any nature whatsoever arising directly from Grantee's use of the aforesaid easements, unless same is caused by the negligence of Grantor or Grantor's agents, employees or representatives. Nothing contained herein is intended to be, nor shall it be, a waiver of any defense, including that of sovereign immunity, that Grantee may have as to any third party.

During the duration of the construction project, a 6-foot tall fencing or barricade will be provided along the side of the proposed easement/construction disturbance limits and/or during open trench excavation, and construction will not involve dredging the creek within the vicinity of the construction area, said work or construction activities will be carried out in a manner that does not substantially interrupt or interfere with any school operations. In addition, when contractor is not working, all equipment and excavations shall be encapsulated by a 6-foot tall fencing or barricade.

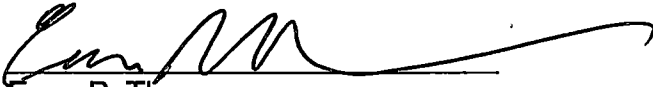
The parties agree that all monetary consideration payable hereunder shall be paid solely to the Board of Education of Fayette County, Kentucky.

The obtaining of this easement was authorized by Resolution No. 256-2020, passed by the Lexington-Fayette Urban County Council on June 11, 2020, as amended by Resolution No. 427-2020, passed by the Lexington-Fayette Urban County Council on September 24, 2020. Pursuant to KRS 382.135(2)(a), this deed of easement, which pertain to a public utility, need not contain a statement of consideration. This conveyance is exempt from real estate transfer tax pursuant to KRS 142.050.

**IN TESTIMONY WHEREOF**, Grantor has signed this Easement, the day and year first above written.



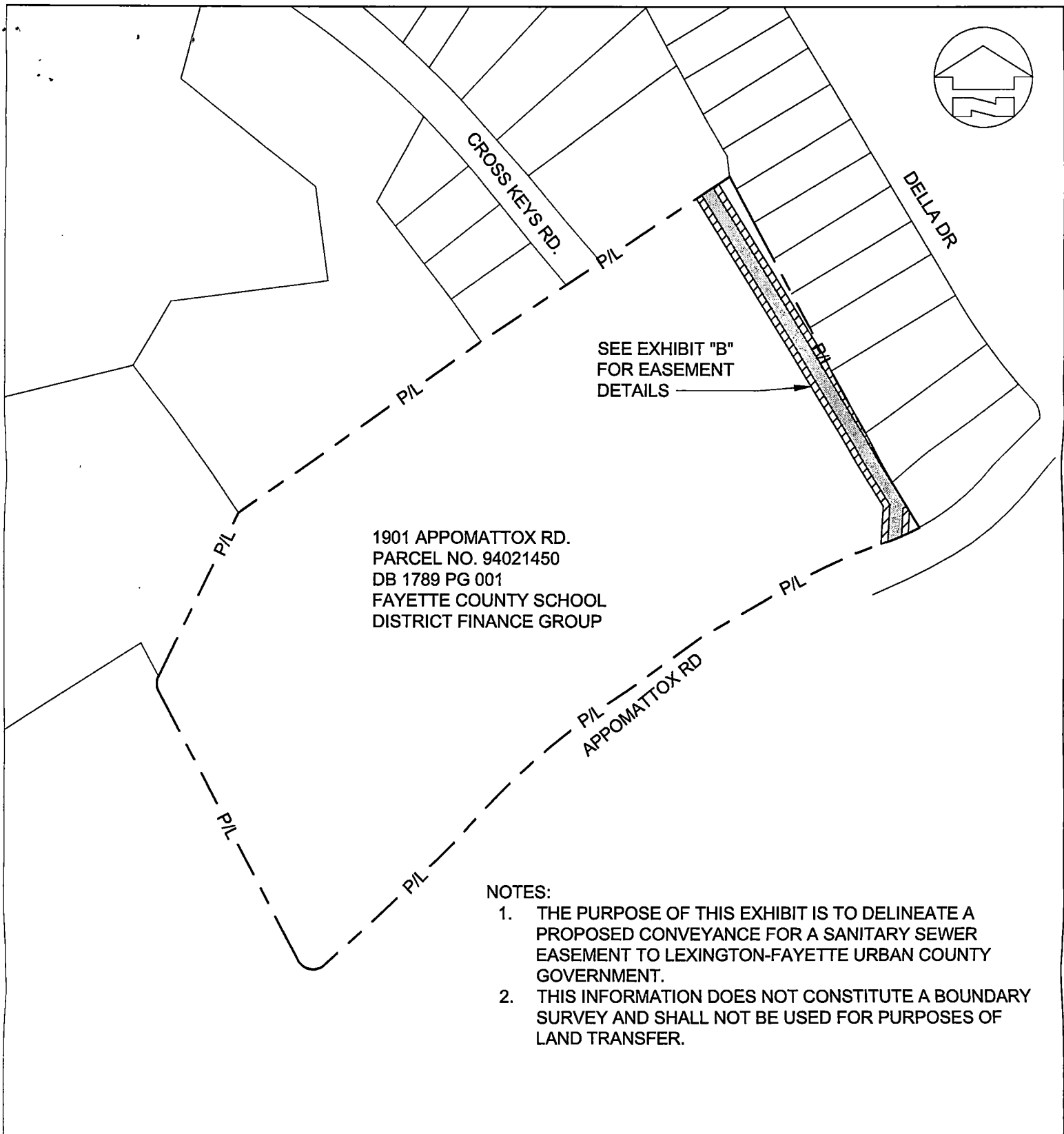
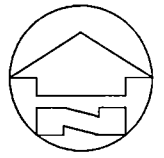
PREPARED BY:

A handwritten signature in black ink, appearing to read 'Evan P. Thompson', written over a horizontal line.

Evan P. Thompson,  
Attorney  
Lexington-Fayette Urban  
County Government  
Department of Law  
200 East Main Street, 11<sup>th</sup> Floor  
Lexington, Kentucky 40507  
(859) 258-3500

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1901 APPOMATTOX RD.  
 PARCEL NO. 94021450  
 DB 1789 PG 001  
 FAYETTE COUNTY SCHOOL  
 DISTRICT FINANCE GROUP

**NOTES:**

1. THE PURPOSE OF THIS EXHIBIT IS TO DELINEATE A PROPOSED CONVEYANCE FOR A SANITARY SEWER EASEMENT TO LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT.
2. THIS INFORMATION DOES NOT CONSTITUTE A BOUNDARY SURVEY AND SHALL NOT BE USED FOR PURPOSES OF LAND TRANSFER.

**LEGEND:**

- 20' PERMANENT UTILITY EASEMENT (12115.7002 SQ FT)
- 10' TEMPORARY CONSTRUCTION EASEMENT (10520.6028 SQ FT)

**EXHIBIT "A"**  
 UTILITY EASEMENT EXHIBIT

MARCH 10, 2020  
 FAYETTE COUNTY SCHOOLS  
 PROPERTY  
 1901 APPOMATTOX RD  
 LEXINGTON, KY 40504  
 SCALE: 1"= 200'



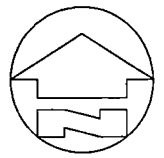
LFUCG  
 DIVISION OF WATER QUALITY  
 WOLF RUN TRUNK SEWER LINES D & E

200 E MAIN STREET  
 LEXINGTON, KY 40507



engineering | architecture | geospatial  
[www.grwinc.com](http://www.grwinc.com)

PROJECT NO. 4790

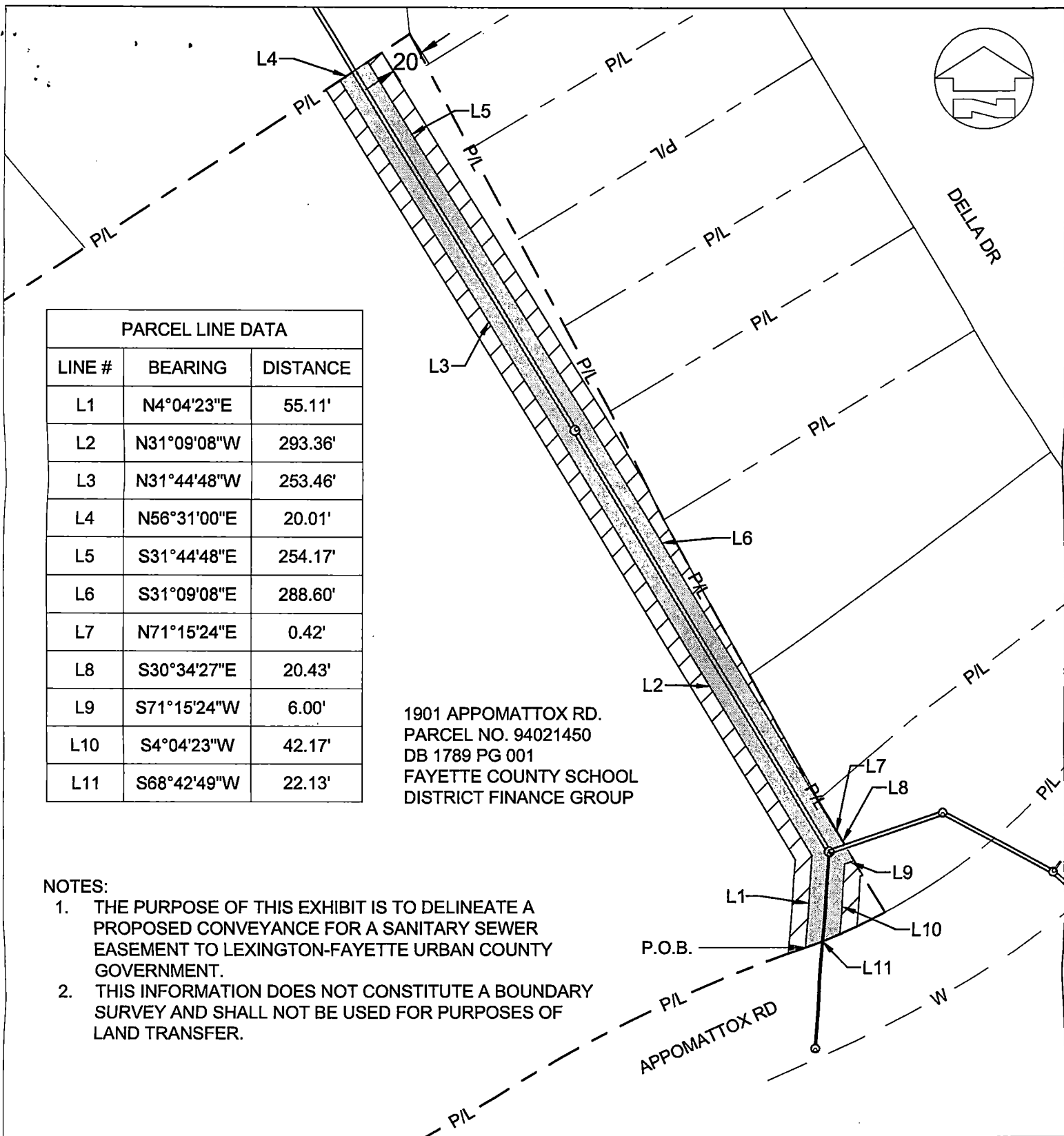


PARCEL LINE DATA		
LINE #	BEARING	DISTANCE
L1	N4°04'23"E	55.11'
L2	N31°09'08"W	293.36'
L3	N31°44'48"W	253.46'
L4	N56°31'00"E	20.01'
L5	S31°44'48"E	254.17'
L6	S31°09'08"E	288.60'
L7	N71°15'24"E	0.42'
L8	S30°34'27"E	20.43'
L9	S71°15'24"W	6.00'
L10	S4°04'23"W	42.17'
L11	S68°42'49"W	22.13'

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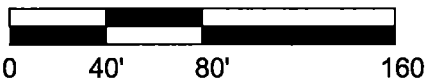


**LEGEND:**

- 20' PERMANENT UTILITY EASEMENT (12115.7002 SQ FT)
- 10' TEMPORARY CONSTRUCTION EASEMENT (110520.6028 SQ FT)
- PROPOSED SEWER LINE

**EXHIBIT "B"**  
 UTILITY EASEMENT EXHIBIT

MARCH 10, 2020  
 FAYETTE COUNTY SCHOOLS  
 PROPERTY  
 1901 APPOMATTOX RD  
 LEXINGTON, KY 40504  
 SCALE: 1" = 80'



LFUCG  
 DIVISION OF WATER QUALITY  
 WOLF RUN TRUNK SEWER LINES D & E

200 E MAIN STREET  
 LEXINGTON, KY 40507



engineering | architecture | geospatial  
 www.grwinc.com

PROJECT NO. 4790

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.



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By: PATTY DAVIS ,dc

202012010171

December 1, 2020                      13:25:09    PM

Fees	\$65.00	Tax	\$0.00
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Total Paid	\$65.00
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11 Pages

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