

**PERMANENT DRAINAGE EASEMENT**

This **PERMANENT DRAINAGE EASEMENT** is made and entered into this the 13<sup>th</sup> day of July, 2017, by and between **RONALD G. MARTIN and BARBARA J. MARTIN, husband and wife**, 3461 Clays Mill Road, Lexington, Kentucky 40503, which is the in-care of tax mailing address for the current year ("Grantors"), and **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, 200 East Main Street, Lexington, Kentucky 40507, ("Grantee").

**WITNESSETH:**

That for and in consideration of the sum of **FIVE THOUSAND ONE HUNDRED SEVENTY-FIVE DOLLARS AND 75/100 (\$5,175.75)**, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, said Grantors have **BARGAINED** and **SOLD** and do hereby **GIVE, GRANT** and **CONVEY** unto the Grantee, its successors and assigns, the permanent to right to lay, construct, operate, repair, reconstruct and remove a storm sewer, improvements and appurtenances thereto, which storm sewer and appurtenances shall be of such dimension, character, construction and use as determined by Grantee along, through, under, 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:

**Permanent Drainage Easement**  
**Clays Mill Stormwater Project**  
**(a portion of 3461 Clays Mill Road)**

Return to:  
Charles E. Edwards III  
LFUCG, Dept. of Law, 11<sup>th</sup> Floor  
200 East Main Street  
Lexington, KY 40507  
(CC-F)

Two tracts or parcels of land being permanent drainage easements situated on the northwest side of Clays Mill Road in Lexington, Fayette County, Kentucky and being more particularly described as follows, to wit:

**TRACT NO. 1**

Beginning at a point in the northwest rear corner of the property and being a common corner to 3465 Clays Mill Road, Kenneth & Susan L. Dunn Property (DB 2917, Page 268)(Stonewall Estates Subdivision, Unit 11F, Lot17); thence N18°55'39"W, 15.00 feet, more or less along the common property line with the Dunn property and existing drainage easement to **THE POINT OF BEGINNING OF THE PROPOSED PERMANENT DRAINAGE EASEMENT**; thence N71°10'53"E, 83.35 feet, more or less along the existing drainage easement line to a point in the existing utility easement; thence S23°25'53"E, 8.03 feet, more or less along the existing utility easement line to a point; thence S71°10'53"W, 83.98 feet, more or less to a point in the common property line with the Dunn property; thence N18°55'39"W, 8.00 feet, more or less to the **POINT OF BEGINNING** and containing 669.28 square feet.

**TRACT NO. 2**

Beginning at a point in the northeast rear corner of the property and being a common corner to 3457 Clays Mill Road, Jack C. Rookard Property (DB 2705, Page 545)(Stonewall Estates Subdivision, Unit 11F, Lot 15); thence S18°52'23"E, 15.00 feet, more or less along the common property line with the Rookard property and existing easement to **THE POINT OF BEGINNING OF THE PROPOSED PERMANENT DRAINAGE EASEMENT**; thence S19°02'07"E, 7.57 feet more or less along the common property line with the Rookard property to a point; thence S65°04'58"W, 4.01 feet, more or less to a point in the existing utility easement line; thence N23°25'53"W, 8.03 feet, more or less along the existing utility easement line to a point; thence N71°10'53"E, 4.60 feet more or less along the existing drainage easement to the **POINT OF BEGINNING** and containing 33.51 square feet; and,

Both tracts or parcels being a portion of the property conveyed to Ronald G. Martin and Barbara J. Martin, husband and wife, by deed dated May 20, 1998, of record in

Deed Book 1979, Page 127, in the Fayette County Clerk's Office.

**TO HAVE AND TO HOLD** said easement together with all rights, appurtenances, and improvements thereunto belonging unto said Grantee, its successors and assigns, for the purposes and uses herein designated.

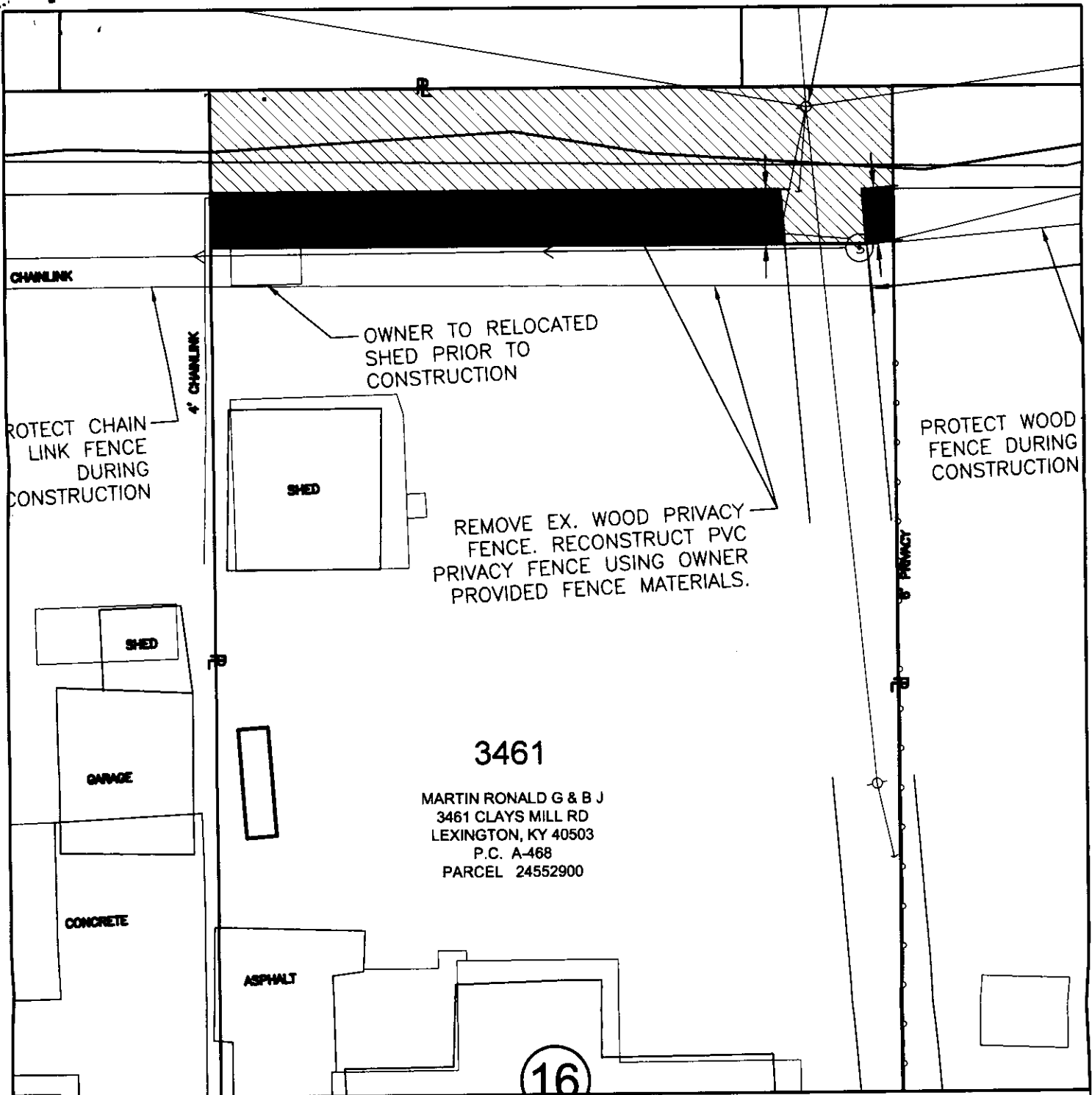
The above-described permanent easement runs with the land in perpetuity and is binding upon the successors and assigns of the Grantors.

Grantors do hereby release and relinquish unto the Grantee, its successors and assigns forever, all of their right, title, and interest in and to the property to the extent of the interest conveyed herein, including all exemptions allowed by law, and do hereby covenant to and with the Grantee, its successors and assigns forever, that they are lawfully seized in fee simple of said property and have good right to sell and convey the same as herein done, and that they will **WARRANT GENERALLY** said title.

The obtaining of this easement was authorized by Resolution 227-2017, passed by the Lexington-Fayette Urban County Council on April 27, 2017. Pursuant to KRS 382.135(2)(a), this public utility easement is exempt from the requirements related to certificate of consideration.

**IN TESTIMONY WHEREOF**, the Grantors have signed this Permanent Drainage Easement, this the day and year first above written.

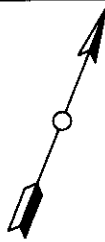
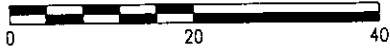







3461

MARTIN RONALD G & B J  
 3461 CLAYS MILL RD  
 LEXINGTON, KY 40503  
 P.C. A-468  
 PARCEL 24552900

GRAPHIC SCALE: 1" = 20'



BASIS OF BEARINGS:  
 NAD 83 KY NORTH

-  EXISTING DRAINAGE EASEMENT
-  TEMPORARY CONSTRUCTION EASEMENT
-  PROPOSED DRAINAGE EASEMENT

STORM SEWER EASEMENT 3461 CLAYS MILL ROAD



Engineers ■ Consultants ■ Scientists ■ International

340 S BROADWAY ■ LEXINGTON, KY 40517 ■ (859) 233-2103 ■ fax (859) 259-3394

DATE - 3/22/2016 PROJECT NO. 1012-005

DRAWN - dkm

PROJECT NAME: CLAYS MILL STORMWATER IMPROVEMENTS  
 PROJECT LOCATION - LEXINGTON, KENTUCKY

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: MELISSA STELTER ,dc

201707170019

July 17, 2017                      9:46:49      AM

|      |         |     |        |
|------|---------|-----|--------|
| Fees | \$23.00 | Tax | \$ .00 |
|------|---------|-----|--------|

|            |         |
|------------|---------|
| Total Paid | \$23.00 |
|------------|---------|

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6 Pages

743 - 748