

GRANT OF EASEMENT

This **EASEMENT** is made and entered into this 22 day of OCTOBER 2014, by and between **DAVID L. POWERS, a single person**, 124 Carolyn Lane, Nicholasville, Kentucky 40356 ("Grantor"), which is 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");

W I T N E S S E I T H:

That for and in consideration of the sum of **TWENTY-TWO THOUSAND DOLLARS AND 00/100 CENTS (\$22,000.00)**, and other good and valuable consideration, 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, in perpetuity, the exclusive and permanent right to install, construct, inspect, maintain, operate, rebuild and/or repair a shared use Trail for walking and/or biking for recreation known as Coolavin Rail Trail by 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 Easement
(a portion of 729 Bellaire Avenue)
Tract A
Coolavin Rail Trail

BEGINNING AT A POINT, said point being the eastern most corner the eastern most corner of Lot No 24, as shown on the Final Record Plat of the Pratt Addition and recorded in Plat Cabinet I, Slide 126 in the Fayette County Clerk's Office and lying on the northwestern right of way of Bellaire Avenue and also common to the Passenger and Belt Company Railway; thence with the said right of way South 47 degrees 55 minutes 53 seconds West, 49.61 feet to a point in the permanent easement; thence leaving said right

Hon. Michael Keith Horn
LFUCG Dept. of Law
200 E. Main Street, 11th Floor
Lexington, KY 40507

of way with the permanent easement for the following seven calls;

thence North 41 degrees 58 minutes 03 seconds West, 10.85 feet to a point;

thence 17.69 feet along a curve to the left and having a radius of 29.00 feet and a chord which bears North 59 degrees 26 minutes 51 seconds West, 17.42 feet to a point;

thence North 76 degrees 55 minutes 39 seconds West, 19.91 feet to a point;

thence South 39 degrees 38 minutes 16 seconds West, 11.18 feet to a point;

thence North 76 degrees 55 minutes 39 seconds West, 10.00 feet to a point;

thence North 13 degrees 29 minutes 33 seconds West, 11.18 feet to a point;

thence North 76 degrees 55 minutes 39 seconds West, 60.48 feet to a point in the Passenger & Belt Company Railway;

thence with the said line 157.21 feet along a curve to the right and having a radius of 570.65 feet and a chord which bears, South 87 degrees 34 minutes 19 seconds East, 156.73 feet to the **POINT OF BEGINNING** and containing 2,795 square feet; and,

Being a portion of the same property conveyed to David L. Powers, a single person, by deed dated February 27, 1995, of record in Deed Book 1775, Page 261, in the Fayette County Clerk's Office.

The grant of the permanent easement above and the exercise of the rights and privileges herein granted, are subject to and expressly include the following:

1. Grantee shall have the right, but not the obligation, at Grantee's expense, to construct, manage, use, repair and maintain a shared use Trail, including the right to install,

maintain, and repair the shared use Trail. Grantor shall not damage or otherwise harm the final paving of the Trail at any time after the completion of the Trail.

2. Grantor acknowledges that this Trail is for non-motorized vehicles with the exception of emergency and/or maintenance vehicles. Additionally, Grantee may permit motor-driven wheelchairs for the use of handicapped or disabled persons.
3. It is understood by the parties that no right-of-way, easements of ingress or egress, driveways, roads, utility lines or other easements shall be constructed, developed or maintained into, on, over, under, or across the Trail, without the prior written permission of the Grantee.
4. Grantor shall not erect fences, barriers or signs that impede access to or use of the Trail. Additionally, no building or structure shall be erected upon, across, over or through said Trail without the written consent of the Grantee.
5. Grantor and Grantee shall have the right to cross said Trail to repair any damage to said Trail.
6. No use shall be made of the Trail, and no activity shall be permitted on the Trail which, in the reasonable opinion of Grantee, may possess the potential to become inconsistent with the purposes of this easement.

7. It is understood and agreed by the Grantor and Grantee that the easement granted herein is being granted for a public purpose.

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, build, regrade and perform related work for the purpose of construction, installation of a shared use Trail 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 729 Bellaire Avenue)
Tract B
Coolavin Rail Trail

COMMENCING AT A POINT, said point being the eastern most corner of Lot No. 24, as shown on the Final Record Plat of the Pratt Addition and recorded in Plat Cabinet I, Slide 126, in the Fayette County Clerk's Office and lying on the northwestern right-of-way of Bellaire Avenue and also common to the Passenger and Belt Company Railway; thence South 50 degrees 52 minutes 46 seconds West, 49.22 feet to a point in the temporary easement, common to the permanent easement (Tract A), said point being the **TRUE POINT OF BEGINNING**; thence with the Temporary Easement, North 76 degrees 55 minutes 39 seconds West, 48.34 feet to a point in the Permanent Easement; thence with the Permanent Easement, North 39 degrees 38 minutes 16 seconds East, 11.18 feet to a point; thence South 76 degrees 55 minutes 39 seconds East, 19.91 feet to a point; thence 17.69 feet along a curve to the right and having a radius of 29.00 feet and a chord which bears, South 53 degrees 49 minutes 09 seconds East, 25.48 feet to the **POINT OF BEGINNING** and containing 378 square feet; and,

Temporary Construction Easement
(a portion of 729 Bellaire Avenue)
Tract C
Coolavin Rail Trail

COMMENCING AT A POINT, said point being the eastern most corner of Lot No. 24, as shown on the Final Record Plat of the Pratt Addition and recorded in Plat Cabinet I, Slide 126, in the Fayette County Clerk's Office and lying on the northwestern right-of-way of Bellaire Avenue and also common to the Passenger and Belt Company Railway; thence South 79 degrees 21 minutes 20 seconds West, 96.68 feet to a point in the Temporary Easement, common to the Permanent Easement (Tract A), said point being the **TRUE POINT OF BEGINNING**; thence with the Temporary Easement, North 76 degrees 55 minutes 39 seconds West, 92.97 feet to a point in the Passenger and Belt Company Railway; thence with the said line, 29.26 feet along a curve to the right and having a radius of 570.65 feet and a chord which bears, North 83 degrees 05 minutes 21 seconds East, 29.26 feet to a point in the Permanent Easement; thence with the said easement, South 76 degrees 55 minutes 39 seconds East, 60.48 feet to a point; thence South 13 degrees 29 minutes 33 seconds East, 11.18 feet to the **POINT OF BEGINNING** and containing 768 square feet; and,

Being a portion of the same property conveyed to David L. Powers, a single person, by deed dated February 27, 1995, of record in Deed Book 1775, Page 261, 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, for the purposes and uses herein designated. It is understood and agreed by the Grantor and Grantee that the easements granted herein are being granted for a public purpose.

The above-described temporary construction easements will expire upon completion of the construction of the improvement project on the land adjacent to this.

easement, runs with the land for the duration of the improvement project on the adjacent land, and is binding upon the heirs and assigns of the Grantor.

Grantor does hereby covenant to and with said Grantee, its successors and assigns forever, that he is lawfully seized in fee simple of said property and has good right to sell and convey the same as herein, and that he will **WARRANT GENERALLY** said title.

The parties do hereby certify pursuant to KRS 382.135 that the consideration stated herein is the full consideration paid for the property transferred herein, and that the estimated fair cash value of the property conveyed is \$22,000.00. Grantee joins this Grant of Easement for the sole purpose of certifying the consideration, as authorized by Resolution No. 457-2014 passed by the Lexington-Fayette Urban County Council on August 28, 2014. This conveyance is exempt from real estate transfer tax pursuant to KRS 142.050.

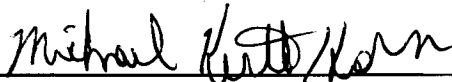
IN TESTIMONY WHEREOF, the parties have signed this Easement, this the day and year first above written.

GRANTOR:

BY:


DAVID L. POWERS

PREPARED BY:



Michael Keith Horn,
Managing Attorney
Lexington-Fayette Urban
County Government
Department of Law
200 East Main Street, 11th Floor
Lexington, Kentucky 40507
(859) 258-3500

X:\Cases\ENGINEER\14-RE0167\RE\00457640.DOC

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: SHEA BROWN ,dc

201410300020

October 30, 2014 9:46:11 AM

Fees	\$32.00	Tax	\$.00
------	---------	-----	--------

Total Paid	\$32.00
------------	---------

THIS IS THE LAST PAGE OF THE DOCUMENT

9 Pages

48 - 56



Lexington-Fayette Urban County Government
DEPARTMENT OF LAW

Jim Gray
Mayor

Janet M. Graham
Commissioner

To: Meredith Nelson, Council Clerk
Council Clerk's Office

From: Department of Law


Date: November 19, 2014

Re: Easement and Asset Acquisition Form
729 Bellaire Avenue (Hope Center Trail Project)
Log No. 14-RE0167

Enclosed is the original recorded easement conveying a permanent easement across the above-referenced property to the Urban County Government for the Hope Center Trail Project. Please file the easement with the authorizing legislation, Resolution No. 457-2014.

Also enclosed is the completed Asset Acquisition form for the property. After you have signed and dated the form, please forward it to Kim Bryan in the Department of Finance.

If you have any questions, please let me know.



Keith Horn
Managing Attorney

Enclosures

cc: Kim Bryan, Department of Finance
Beth Florence, Department of Finance

X:\Cases\ENGINEER\14-RE0167\MEMO\00462119.DOC