

DEED OF EASEMENT

This **PERMANENT SANITARY SEWER EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT** is made and entered into this the 5th day of NOVEMBER, 2020, by and between **ALLISON S. MEDLEY, a single person**, 3669 Niles Court, Lexington, Kentucky 40517, which is the in-care of tax mailing address for the current year (hereinafter "Grantor"), and **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, 200 East Main Street, Lexington, Kentucky 40507, (hereinafter "Grantee").

WITNESSETH:

That for and in consideration of the sum of **SEVEN HUNDRED FORTY-ONE DOLLARS AND 13/100 DOLLARS (\$741.13)**, 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, 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 more particularly described as follows, to wit:

Permanent Sanitary Sewer Easement
Southeastern Hills Trunk Sewer Improvement Project
(a portion of 3669 Niles Court)

Return to:
Cynthia Cannon-Ferguson
LFUCG, Dept. of Law, 11th Floor
200 East Main Street
Lexington, KY 40507

All that strip or parcel of land situated on Niles Court south of Niles Drive in Lexington, Fayette County, Kentucky, and being more fully described and bounded as follows:

BEGINNING, at the southernmost common corner between Lot 18 and Lot 20, Block "A", as shown on the Amended Final Record Plan of Melody Village Subdivision, Unit One (Cabinet B, Slide 90), said point being in the northerly line of Lot 13, Block "A", as shown on the Final Record Plan of Melody Village, Unit 3-A (Cabinet A, Slide 421);

Thence leaving Lot 13, and with the common line between Lot 18 and Lot 20, N 22° 53' 42" E, 41.61 feet to a point, said point also being in the line of an existing 40-foot Sanitary, Storm, and Utility Easement;

Thence leaving the westerly property line of Lot 20, and with the existing 40-foot Sanitary, Storm, and Utility Easement line through the lands of Lot 18, N 83° 06' 18" W, 20.81 feet to the **TRUE POINT OF BEGINNING**;

Thence with the existing 40-foot Sanitary, Storm, and Utility Easement line, N 83° 06' 18" W, 108.18 feet to a point;

Thence continuing with a new permanent sanitary sewer easement line for two (2) calls:

- 1) N 13° 16' 42" E, 7.90 feet to a point; and
- 2) S 85° 36' 48" E, 111.06 feet to a point in an existing sanitary sewer easement line;

Thence with the existing sanitary sewer easement line, S 22° 53' 42" W, 13.22 feet to the **TRUE POINT OF BEGINNING**; and,

The above-described parcel contains 1,121 square feet (0.026 Acres) of permanent easement; and

Being a portion of the property conveyed to Allison S. Medley, a single person, by Deed dated July 17, 2013, of record in Deed Book 3170, Page 40, 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 sanitary sewer placement and construction, installation and relocation through 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:

Temporary Construction Easement
Southeastern Hills Trunk Sewer Improvement Project
(a portion of 3669 Niles Court)

All that strip or parcel of land situated on Niles Court south of Niles Drive in Lexington, Fayette County, Kentucky, and being more fully described and bounded as follows:

BEGINNING, at a point in the right of way line of Niles Court, said point being a common corner between Lot 18 and Lot 19, Block "A", as shown on the Amended Final Record Plan of Melody Village Subdivision, Unit One (Cabinet B, Slide 90);

Thence with the right of way line of Niles Court, 7.34 feet along a curve to the right, having a radius of 50.00 feet, and the chord bearing S 20° 55' 37" W, 7.34 feet to the **TRUE POINT OF BEGINNING**;

Thence leaving the right of way line of Niles Court, with an existing sanitary sewer easement line through the lands of Lot 18 for two (2) calls:

- 1) S 33° 57' 18" E, 110.83 feet to a point; and
- 2) S 22° 53' 42" W, 27.73 feet to a point;

Thence continuing with a new permanent sanitary sewer easement line for two (2) calls:

1) N 85° 36' 48" W, 111.06 feet to a point; and

2) S 13° 16' 42" W, 7.90 feet to a point in an existing 40-foot Sanitary, Storm, and Utility Easement line;

Thence with the existing 40-foot Sanitary, Storm, and Utility Easement line, N 83° 06' 18" W, 10.94 feet to a point in the easterly property line of Lot 17;

Thence with the easterly property line of Lot 17, N 05° 03' 18" W, 17.56 feet to a point;

Thence leaving the easterly property line of Lot 17 and with a new temporary construction easement line through the lands of Lot 18 for three (3) calls:

1) S 85° 36' 48" E, 108.34 feet to a point;

2) N 22° 53' 42" E, 13.05 feet to a point; and

3) N 33° 57' 18" W, 93.12 feet to a point in the right of way line of Niles Court;

Thence with the right of way line of Niles Court, 21.31 feet along a curve to the left, having a radius of 50.00 feet, and chord bearing N 37° 02' 41" E, 21.15 feet to the **TRUE POINT OF BEGINNING**; and,

The above-described parcel contains a total area of 3,687 square feet (0.085 Acres) of temporary construction easement;

Being a portion of the property conveyed to Allison S. Medley, a single person, by Deed dated July 17, 2013, of record in Deed Book 3170, Page 40, 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 Grantee, its successors and assigns forever, 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 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 prior written consent of the Grantee.

Grantor does hereby release and relinquish unto the Grantee, its successors and assigns forever, all of her 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 she is lawfully seized in fee simple of said property and has good right to sell and convey the easements as herein done, and that she will **WARRANT GENERALLY** said title.

The obtaining of this easement was authorized by Resolution 456-2020, passed by the Lexington-Fayette Urban County Council on October 8, 2020. 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 has signed this Deed of Easement, this the day and year first above written.

GRANTOR:

BY: Allison S. Medley
ALLISON S. MEDLEY

COMMONWEALTH OF KENTUCKY)
)
COUNTY OF FAYETTE)

This instrument was acknowledged, subscribed and sworn to before me by Allison S. Medley, a single person, on this the 5th day of NOVEMBER, 2020.

[Signature]
Notary Public, Kentucky, State-at-Large

My Commission Expires: 7/10/2023

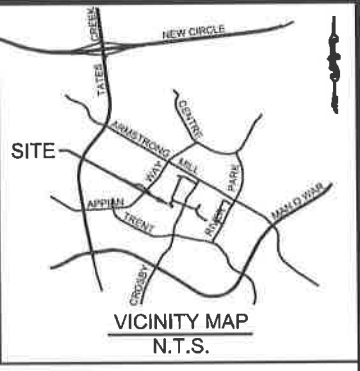
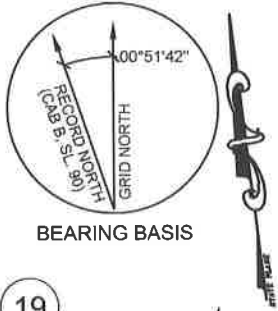
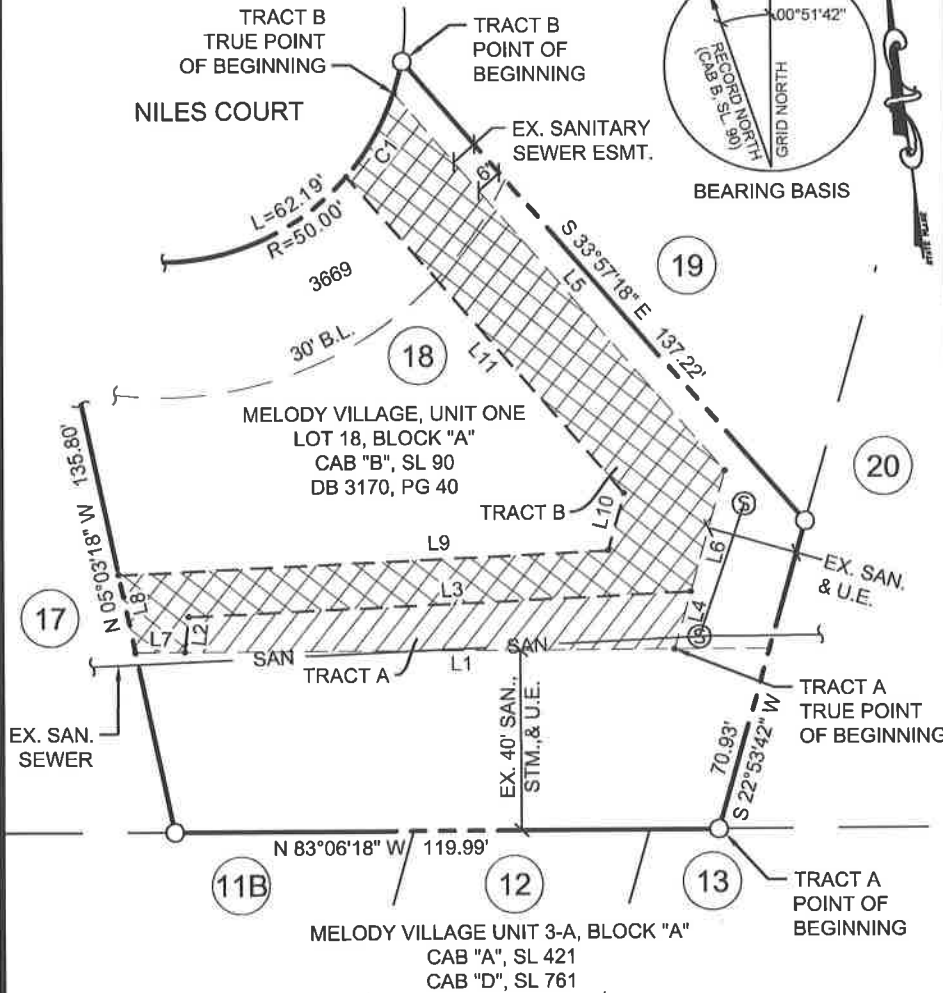
Notary ID # 626440

PREPARED BY:

[Signature]

EVAN P. THOMPSON
Attorney
Lexington-Fayette Urban
County Government
Department of Law, 11th Floor
200 East Main Street
Lexington, Kentucky 40507
(859) 258-3500

EXHIBIT A

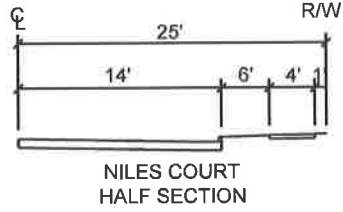


EASEMENT LINE TABLE

LINE #	LENGTH	BEARING
L1	108.18'	N 83°06'18\" W
L2	7.90'	N 13°16'42\" E
L3	111.06'	S 85°36'48\" E
L4	13.22'	S 22°53'42\" W
L5	110.83'	S 33°57'18\" E
L6	27.73'	S 22°53'42\" W
L7	10.94'	N 83°06'18\" W
L8	17.56'	N 05°03'18\" W
L9	108.34'	S 85°36'48\" E
L10	13.05'	N 22°53'42\" E
L11	93.12'	N 33°57'18\" W

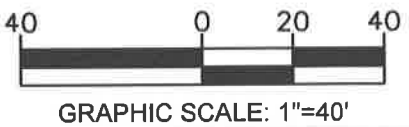
EASEMENT CURVE TABLE

CURVE #	LENGTH	RADIUS
C1	21.31'	50.00'
CHD = N 37°02'41\" E 21.15'		



PERM. ESMT. AREA
1,121 SQ. FT. (0.026 AC)

TEMP. ESMT. AREA
3,687 SQ. FT. (0.085 AC)



NOTES:

1. THE PROPERTY BOUNDARIES AND EASEMENTS SHOWN HEREON ARE BASED ON THE RECORD DESCRIPTION (DEED BOOK 3170, PAGE 40) AND CORRESPONDING PLAT (CABINET B, SLIDE 90) OF RECORD IN THE FAYETTE COUNTY CLERK'S OFFICE. THERE IS AN APPARENT DISCREPANCY IN THE PROPERTY LINE THAT RESULTS IN A CLOSURE ERROR OF THE LOT LINES SHOWN HEREON.
2. THE ORIGIN OF BEARINGS SHOWN HEREON ARE BASED ON THE NORTH AMERICAN DATUM OF 1983, STATE PLANE KENTUCKY NORTH AS OBSERVED FROM KYCORS STATION "KYTG" USING A TRIMBLE R10, DUAL FREQUENCY RECEIVER.
3. THE PURPOSE OF THIS EXHIBIT IS TO DELINEATE A PROPOSED CONVEYANCE FOR A PERMANENT SANITARY SEWER EASEMENT AND A TEMPORARY CONSTRUCTION EASEMENT TO LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT.
4. THIS INFORMATION DOES NOT CONSTITUTE A BOUNDARY SURVEY AND SHALL NOT BE USED FOR PURPOSES OF LAND TRANSFER.

SANITARY SEWER EASEMENT EXHIBIT
ALLISON MEDLEY
3669 NILES COURT
SOUTHEASTERN HILLS TRUNK SEWER IMPROVEMENTS
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
LEXINGTON, KENTUCKY

FIGURE 1

SEPTEMBER 2020 2815.046

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: MELISSA STELTER ,dc

202011190231

November 19, 2020 11:26:16 AM

Fees	\$56.00	Tax	\$.00
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Total Paid	\$56.00
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8 Pages

495 - 502