



DEED OF EASEMENT

This **PERMANENT SANITARY SEWER EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT** is made and entered into this the 11th day of OCTOBER, 2023, by and between **YALLARHAMMER, LLC, a Kentucky limited liability company**, P.O. Box 910626, Lexington, Kentucky 40591-0626, 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 **ONE THOUSAND DOLLARS AND 00/100 CENTS (\$1,000.00)**, 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, permanent right to excavate, grade, construct, alter, re-grade and perform related work for the purpose of sanitary sewer improvements and construction,

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

installation, repair, maintenance 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
Wolf Run Trunk G
Sewer Improvement Project
(a portion of 101 Cherrybark Drive)

Tract A

All that strip or parcel of land situated on the west side of Cherrybark Drive, southwest of Rosemont Garden in Lexington, Fayette County, Kentucky, and being more fully described and bounded as follows, to wit:

BEGINNING, at a point in the westerly right-of-way line of Cherrybark Drive, said point being a common corner with Blake Edwards Parker and Kimberly Walters Parker (Deed Book 3641, Page 648);

Thence leaving the westerly right-of-way line of Cherrybark Drive, with the northerly property line of Blake Edwards Parker and Kimberly Walters Parker, North 67°44'42" West, a distance of 158.16 feet to a point in the easterly property line of Lexington-Fayette Urban County Government (Deed Book 1513, Page 633);

Thence with the easterly property line of Lexington-Fayette Urban County Government, North 19°23'33" East, a distance of 10.06 feet to a point;

Thence leaving the easterly property line of Lexington-Fayette Urban County Government, with a new permanent sanitary sewer easement line through the lands of Yallarhammer, LLC, South 66°40'23" East, a distance of 158.70 feet to a point in the westerly right-of-way line of Cherrybark Drive;

Thence with the westerly right-of-way line of Cherrybark Drive, South 22°15'18" West, a distance of 7.08 feet to the **TRUE POINT OF BEGINNING**; and,

The above-described parcel contains 0.031 Acres (1,356 sq. ft.) of permanent easement; and

Tract A, being a portion of the same property conveyed to Yallarhammer, LLC, a Kentucky limited liability company, by Deed dated August 17, 2018, of record in Deed Book 3608, Page 670, 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, repair, maintenance 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
Wolf Run Trunk G
Sewer Improvement Project
(a portion of 101 Cherrybark Drive)

Tract B

All that strip or parcel of land situated on the west side of Cherrybark Drive, southwest of Rosemont Garden in Lexington, Fayette County, Kentucky, and being more fully described and bounded as follows, to wit:

BEGINNING, at a point in the westerly right-of-way line of Cherrybark Drive, said point being a common corner with Blake Edwards Parker and Kimberly Walters Parker (Deed Book 3641, Page 648);

Thence with the westerly right-of-way line of Cherrybark Drive, North 22°15'18" East, a distance of 7.08 feet to the **TRUE POINT OF BEGINNING**;

Thence leaving the westerly right-of-way line of Cherrybark Drive, with a new permanent sanitary sewer easement line through the lands of Yallarhammer, LLC, North 66°40'23" West, a distance of 25.49 feet to a point;

Thence with a new temporary construction easement line for two (2) calls:

- 1) North 23°19'37" East, a distance of 10.00 feet to a point; and
- 2) South 66°40'23" East, a distance of 25.30 feet to a point in the westerly right-of-way line of Cherrybark Drive;

Thence with the westerly right-of-way line of Cherrybark Drive, South 22°15'18" West, a distance of 10.00 feet to the **TRUE POINT OF BEGINNING**; and,

The above described parcel contains 0.006 Acres (253 sq. ft.) of temporary construction easement; and

Tract C

All that strip or parcel of land situated on the west side of Cherrybark Drive, southwest of Rosemont Garden in Lexington, Fayette County, Kentucky, and being more fully described and bounded as follows, to wit:

BEGINNING, at a point in the easterly property line of Lexington-Fayette Urban County Government (Deed Book 1513, Page 633), said point being a common corner with Blake Edwards Parker and Kimberly Walters Parker (Deed Book 3641, Page 648);

Thence with the easterly property line of Lexington-Fayette Urban County Government, North 19°23'33" East, a distance of 10.06 feet to the **TRUE POINT OF BEGINNING**;

Thence continuing with the easterly property line of Lexington-Fayette Urban County Government, North 19°23'33" East, a distance of 10.02 feet to a point;

Thence leaving the easterly property line of Lexington-Fayette Urban County Government, with a new temporary construction easement line through the lands of Yallarhammer, LLC for two (2) calls:

- 1) South 66°40'23" East, a distance of 97.13 feet to a point; and
- 2) South 23°19'37" West, a distance of 10.00 feet to a point;

Thence with a new permanent sanitary sewer easement line, North 66°40'23" West, a distance of 96.45 feet to the **TRUE POINT OF BEGINNING**; and,

The above described parcel contains 0.022 Acres (967 sq. ft.) of temporary construction easement; and

Tract B and Tract C, being a portion of the same property conveyed to Yallarhammer, LLC, a Kentucky limited liability company, by Deed dated August 17, 2018, of record in Deed Book 3608, Page 670, 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.

TOGETHER with the right to use the above-described easements during the time the sanitary sewer is being constructed, repaired or reconstructed, with the right of ingress and egress upon said easements as may be reasonably necessary for the construction and maintenance of said project.

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 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 said property and has good right to sell and convey the easements as herein done, and it will **WARRANT GENERALLY** said title.

The obtaining of this easement was authorized by Resolution 308-2023, passed by the Lexington-Fayette Urban County Council on June 15, 2023. 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.

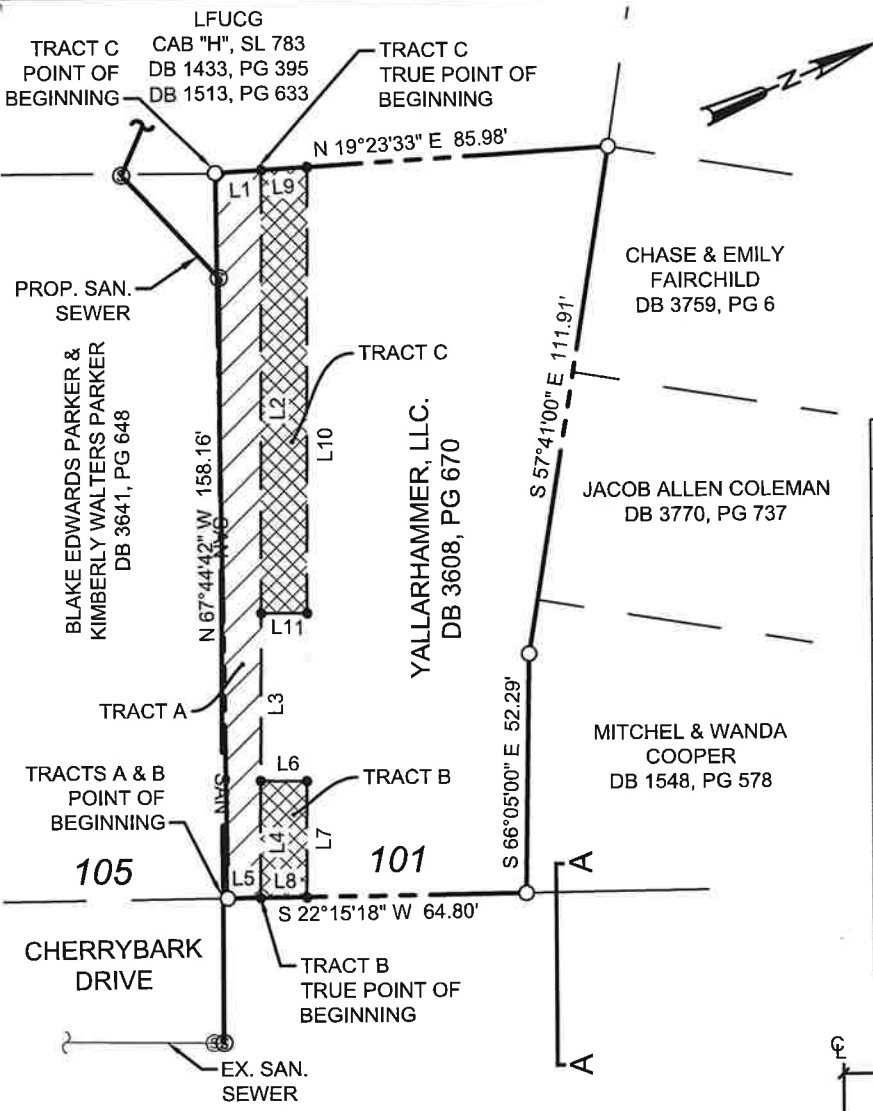
GRANTOR:

YALLARHAMMER, LLC, a
Kentucky limited liability company

BY:

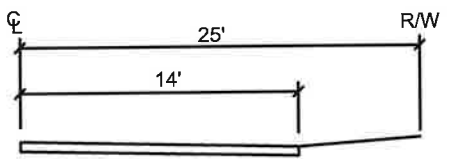


RYAN D. FOSTER, MEMBER



VICINITY MAP
N.T.S.

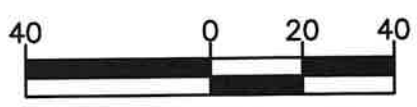
EASEMENT LINE TABLE		
LINE #	LENGTH	BEARING
L1	10.06'	N 19°23'33" E
L2	96.45'	S 66°40'23" E
L3	36.76'	S 66°40'23" E
L4	25.49'	S 66°40'23" E
L5	7.08'	S 22°15'18" W
L6	10.00'	N 23°19'37" E
L7	25.30'	S 66°40'23" E
L8	10.00'	S 22°15'18" W
L9	10.02'	N 19°23'33" E
L10	97.13'	S 66°40'23" E
L11	10.00'	S 23°19'37" W



SECTION "A-A"
CHERRYBARK DRIVE
HALF SECTION

TEMP. ESMT. AREA
1,220 SQ. FT. (0.028 AC)

PERM. ESMT. AREA
1,356 SQ. FT. (0.031 AC)



GRAPHIC SCALE: 1"=40'

NOTES:

1. THE PROPERTY BOUNDARIES AND EASEMENTS SHOWN HEREON ARE BASED ON THE RECORD DESCRIPTION (DEED BOOK 3608, PAGE 670) OF RECORD IN THE FAYETTE COUNTY CLERK'S OFFICE. THE ORIGIN OF BEARINGS SHOWN HEREON IS BASED ON THE NORTH AMERICAN DATUM OF 1983, STATE PLANE KENTUCKY NORTH ZONE AS OBSERVED FROM KYCORS STATION "KYTG" USING A TRIMBLE MODEL R12, DUAL FREQUENCY RECEIVER.
2. 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.
3. THIS INFORMATION DOES NOT CONSTITUTE A BOUNDARY SURVEY AND SHALL NOT BE USED FOR PURPOSES OF LAND TRANSFER.

**SANITARY SEWER EASEMENT EXHIBIT
YALLARHAMMER, LLC.
101 CHERRYBARK DRIVE
WOLF RUN TRUNK G SEWER IMPROVEMENTS
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
LEXINGTON, KENTUCKY**



FIGURE 1

AUGUST 2023

2815.298