

CORRECTED DEED OF EASEMENT

This **CORRECTED DEED OF EASEMENT** is made and entered into this 20th day of June, 2019, by and between **SANTIAGO PENA NAVA and ROSA SOTELO LOPEZ, husband and wife**, 2321 Shandon Drive, Lexington, Kentucky 40505 ("Grantors"), which is also the in-care of tax mailing address for the current tax year, and the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, 200 East Main Street, Lexington, Kentucky 40507 ("Grantee");

WITNESSETH:

WHEREAS, the deed of easement dated the 29th day of March, 2019, of record in **Deed Book 3659, Page 312**, in the Office of the Fayette County Clerk, contained an error in the property address; and,

WHEREAS, it is the desire of all parties thereto to correct the error contained in the original deed and to enter into this Corrected Deed of Easement, so as to correct the property address to 2321 Shandon Drive for both the permanent sanitary sewer easement and the temporary construction easement.

NOW THEREFORE, for and in consideration of the sum stated in the original deed of easement, said Grantors have **BARGAINED** and **SOLD** and do hereby **GIVE, GRANT** and **CONVEY** unto the Grantee, its successors and assigns, the permanent right to lay, construct, operate, repair, reconstruct and remove sanitary sewer improvements and appurtenances thereto, which sanitary sewer improvements and appurtenances shall be of such dimension, character, construction and use determined by Grantee, 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:

Mail to:
Lexington-Fayette Urban County Government
200 E. Main Street
Department of Law, 11th Floor
Lexington, Kentucky 40507

(CC-F)

Permanent Sanitary Sewer Easement
(a portion of 2321 Shandon Drive)
Shandon Park Trunk Sanitary
Sanitary Sewer Improvement Project

COMMENCING at a point, said point lying on the northern right-of-way of Shandon Drive, said point also being the southeast corner of Lot 14, Shandon Park, Unit 1C, of record in Plat Cabinet B, Slide 50, in the Office of the Fayette County Clerk; thence South 55 Degrees 08 Minutes 34 Seconds West, 68.53 feet to a point on the existing 15' sanitary sewer easement and being the **TRUE POINT OF BEGINNING**; thence with said easement, South 42 Degrees 30 Minutes 00 Seconds West, 30.34 feet to a point in an existing storm, sanitary, drainage, and utility easement; thence with said easement, North 17 Degrees 08 Minutes 27 Seconds West, 133.23 feet to a point on the northern line of 2321 Shandon Drive; thence with said line, North 42 Degrees 30 Minutes 00 Seconds East, 22.13 feet to a point in the proposed permanent easement; thence leaving the northern line of 2321 Shandon Drive and through 2321 Shandon Drive with the proposed easement for two (2) calls; thence South 15 Degrees 25 Minutes 44 Seconds East, 125.22 feet to a point; thence North 87 Degrees 16 Minutes 31 Seconds West, 11.51 feet to the **TRUE POINT OF BEGINNING**; and,

The above described parcel contains 2,331 square feet of permanent easement; and,

Being a portion of the property conveyed to Santiago Pena Nava and Rosa Sotelo Lopez, husband and wife, by deed dated October 30, 2017, of record in Deed Book 3539, Page 494, in the Fayette County Clerk's Office.

Described on Exhibit "A" attached hereto and incorporated herein by reference.

FURTHER, for and in consideration of the foregoing sum, the receipt and sufficiency of which is hereby acknowledged, Grantors have **BARGAINED** and **SOLD** and do 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 construction, repair, installation and relocation 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 2321 Shandon Drive)
Shandon Park Trunk Sanitary
Sanitary Sewer Improvement Project

COMMENCING at a point, said point lying on the southern right-of-way of Shandon Drive, said point also being the southeast corner of Lot 14, Shandon Park, Unit 1C, of record in Plat Cabinet B, Slide 50, in the Office of the Fayette County Clerk; thence South 58 Degrees 03 Minutes 44 Seconds East, 55.91 feet to a point on the existing 15' sanitary sewer easement and being the **TRUE POINT OF BEGINNING**; thence with said easement, North 42 Degrees 30 Minutes 00 Seconds West, 13.01 feet to a point on the line of the proposed temporary and permanent easement; thence with said line for two (2) calls; thence North 87 Degrees 16 Minutes 31 Seconds West, 11.51 feet to a point; thence North 15 Degrees 25 Minutes 44 Seconds West, 125.22 feet to a point in the northern line of 2321 Shandon Drive; thence with said line, North 42 Degrees 30 Minutes 00 Seconds East, 7.87 feet to a point in the northeast corner of 2321 Shandon Drive; thence with the eastern line of 2321 Shandon Drive, South 47 Degrees 26 Minutes 46 Seconds East, 6.28 feet to a point in the proposed temporary easement; thence leaving said line and through 2321 Shandon Drive with the said easement for seven (7) calls; thence South 15 Degrees 25 Minutes 44 Seconds East, 62.80 feet to a point; thence South 45 Degrees 26 Minutes 33 Seconds West, 3.98 feet to a point; thence South 44 Degrees 33 Minutes 27 Seconds East, 11.91 feet to a point; thence South 45 Degrees 21 Minutes 19 Seconds West, 8.92 feet to a point; thence South 44 Degrees 38 Minutes 41 Seconds East, 11.19 feet to a point; thence South 15 Degrees 25 Minutes 44 Seconds East, 27.57 feet to a point; thence South 87 Degrees 16 Minutes 31 Seconds East, 12.59 feet to the **TRUE POINT OF BEGINNING**; and,

The above described parcel contains 1,313 square feet of temporary construction easement; and,

Being a portion of the property conveyed to Santiago Pena Nava and Rosa Sotelo Lopez, husband and wife, by deed dated October 30, 2017, of record in Deed Book 3539, Page 494, in the Fayette County Clerk's Office.

Described on Exhibit "A" attached hereto and incorporated herein by reference.

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 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 Grantors. The above-described permanent easement runs with the land in perpetuity and is binding upon the successors and assigns of the Grantors. The temporary construction easement shall take effect upon the commencement of construction of the project and will expire upon completion of the project.

Grantors 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.

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 interests conveyed herein, including all exemptions allowed by law, and do hereby covenant to and with said 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 easements conveyed herein, and that they will **WARRANT GENERALLY** said title.

The obtaining of this easement was authorized by Resolution No. 772-2018 passed by the Lexington-Fayette Urban County Council on December 4, 2018. 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 Grantors have signed this Corrected Deed of Easement, the day and year first above written.

GRANTORS:

BY: Santiago Pena
SANTIAGO PENA NAVA

BY: Rosa Sotelo
ROSA SOTELO LOPEZ

COMMONWEALTH OF KENTUCKY)
)
COUNTY OF FAYETTE)

The foregoing Corrected Deed of Easement was subscribed, sworn to and acknowledged before me by Santiago Pena Nava and Rosa Sotelo Lopez, husband and wife, on this the 20th day of June, 2019.



Kristopher Brown
Notary Public, State-At-Large, Kentucky

My Commission Expires: 11/7/2020

Notary ID # 568051

PREPARED BY:

Charles E. Edwards, III

Charles E. Edwards, III
Attorney
Lexington-Fayette Urban County
Government
200 West Main Street, 11th Floor
Lexington, Kentucky 40507
(859) 258-3500

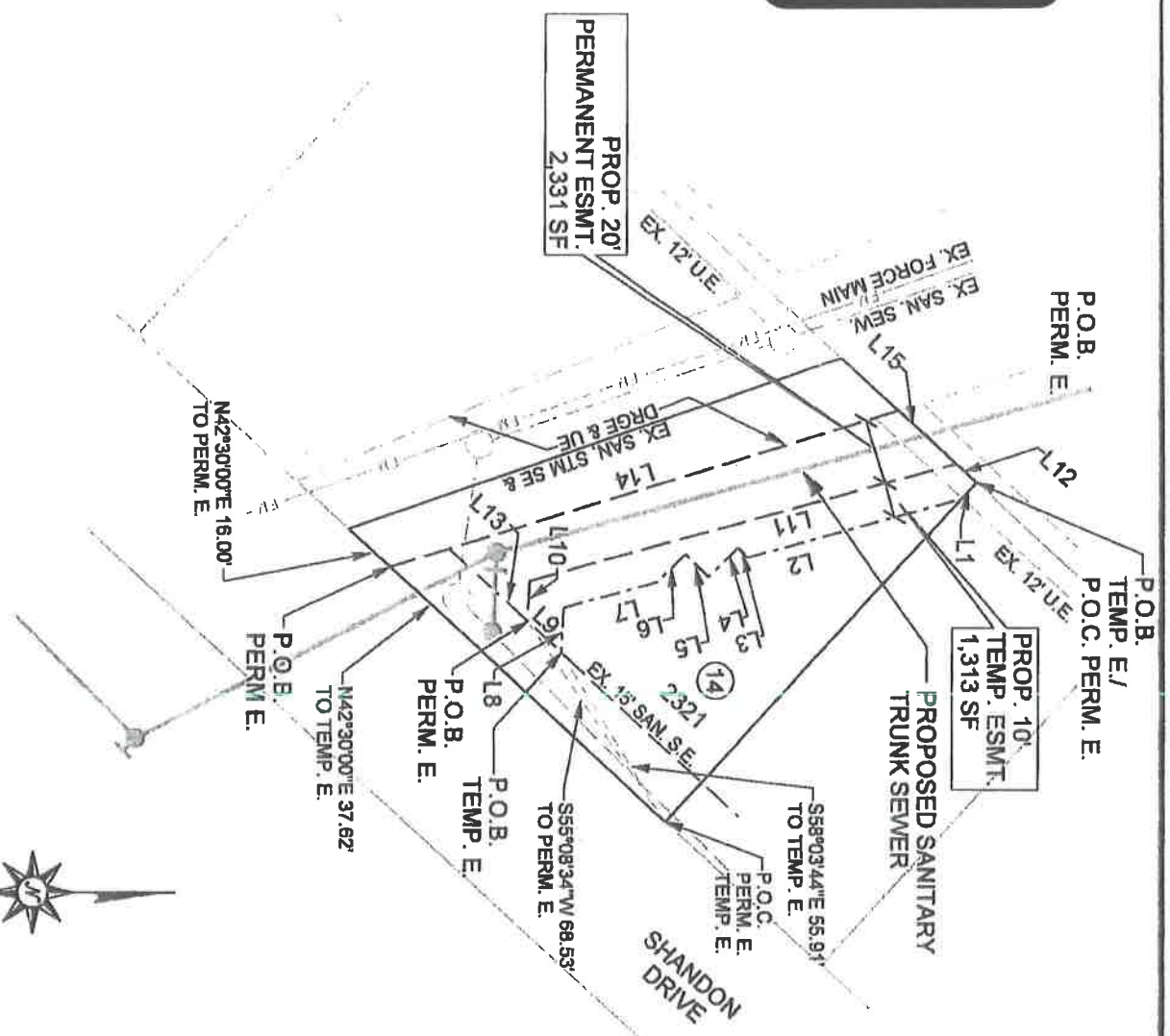
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EXHIBIT

A

E&P Partners, PLLC

CIVIL ENGINEERS • LAND SURVEYORS • LANDSCAPE ARCHITECTS
 3111 NALL STREET
 LEXINGTON, KY 40515
 PHONE (606) 298-8888
 FACSIMILE (606) 298-8887



PROP. 20'
 TEMP. ESMT.
 2,331 SF

PROP. 10'
 TEMP. ESMT.
 1,313 SF



AREAS
 PROPOSED TEMPORARY EASEMENT:
 1,313 SF
 PROPOSED PERMANENT EASEMENT:
 2,331 SF

LINE TABLE

LINE	BEARING	DISTANCE
L1	S 47°26'46" E	6.28'
L2	S 15°25'44" E	62.80'
L3	S 45°26'33" W	3.98'
L4	S 44°33'27" E	11.91'
L5	S 45°21'19" W	8.92'
L6	S 44°38'41" E	11.19'
L7	S 15°25'44" E	27.57'
L8	S 87°16'31" E	12.59'
L9	S 42°30'00" W	13.01'
L10	N 87°16'31" W	11.51'
L11	N 15°25'44" W	125.22'
L12	N 42°30'00" E	7.87'
L13	S 42°30'00" W	30.34'
L14	N 17°08'27" W	133.23'
L15	N 42°30'00" E	22.13'

EXHIBIT
 TEMPORARY CONSTRUCTION EASEMENT &
 PERMANENT EASEMENT
 SANTIAGO PENNA NAVA & ROSA SOTELO LOPEZ
 2321 SHANDON DRIVE
 LEXINGTON, FAYETTE COUNTY, KENTUCKY
 2018

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

201906250007

June 25, 2019 9:20:13 AM

Fees	\$26.00	Tax	\$.00
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Total Paid	\$26.00
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7 Pages

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