

**DEED OF EASEMENT**

This **PERMANENT SANITARY SEWER EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT** is made and entered into this the 10<sup>th</sup> day of December, 2018, by and between **W. T. YOUNG, LLC, a Kentucky limited liability company (successor-in-interest to W. T. YOUNG, INC., a Kentucky corporation)** (hereinafter "Grantor"), P.O. Box 1110, Lexington, Kentucky 40588, which is the in-care of tax mailing address for the current year and **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT** (hereinafter "Grantee"), 200 East Main Street, Lexington, Kentucky 40507.

**WITNESSETH:**

That for and in consideration of the sum of **TEN DOLLARS AND NO CENTS (\$10.00)**, 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, the permanent right to lay, construct, operate, repair, reconstruct and remove a sanitary sewer, improvements and appurtenances thereto, which sanitary sewer 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, depicted on Exhibit "A" attached hereto, and more particularly described as follows:

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

**Permanent Sanitary Sewer Easement**  
**(a portion of 1353 Baker Court)**

**Baker Court Pump Station Replacement Project**

**COMMENCING** at a point, said point lying in the western right-of-way of Baker Court, also lying on the common property line of 1325 and 1353 Baker Court; thence with the existing right-of-way 62.72 feet along a curve to the right having a radius of 75.00 and a chord which bears bearing, North 01 degrees 30 minutes 55 seconds West 60.90 feet to a point, said point being the **TRUE POINT OF BEGINNING**; thence leaving said right-of-way with the proposed sanitary sewer easement for four (4) calls: North 46 degrees 13 minutes 59 seconds West, 12.85 feet; thence North 01 degrees 41 minutes 33 seconds East, 54.51 feet; thence South 87 degrees 29 minutes 18 seconds East, 67.52 feet; thence South 02 degrees 19 minutes 47 seconds West, 14.76 feet to a point, said point being on the existing right-of-way of Baker Court; thence with said right-of-way 35.28 feet along a curve to the left having a radius of 75.00 feet and a chord which bears bearing, South 68 degrees 43 minutes 21 seconds West 34.96 feet to a point in the existing sanitary sewer easement; thence with said easement for three (3) calls: North 46 degrees 13 minutes 59 seconds West, 20.52 feet; thence South 42 degrees 59 minutes 15 seconds West, 30.00 feet; thence South 46 degrees 13 minutes 59 seconds East, 20.14 feet to a point, said point being on the existing right-of-way of Baker Court; thence with said right-of-way 12.74 feet along a curve to the left having a radius of 75.00 feet and a chord which bears bearing, South 27 degrees 18 minutes 20 seconds West 12.72 feet to the **TRUE POINT OF BEGINNING**; and,

The above described parcel contains 1,725 sq. ft. of permanent easement; and

Being a portion of the same property conveyed to W. T. Young, Inc., a Kentucky corporation, by deed dated October 1, 1984, of record in Deed Book 1353, Page 608, of record in the Fayette County Clerk's Office. Said W. T. Young, Inc., a Kentucky corporation, merged with and into Young Interim, LLC, a Kentucky limited liability company, which changed its name to W. T. Young, LLC, a Kentucky limited liability company by Articles of Merger, dated August 27, 1999, and

of record in Corporate Records Book 240, Page 119, 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, and more particularly described as follows:

**Temporary Construction Easement**  
**(a portion of 1353 Baker Court)**

**Baker Court Pump Station Replacement Project**

**COMMENCING** at a point, said point lying in the western right-of-way of Baker Court, also lying on the common property line of 1325 and 1353 Baker Court; thence with the existing right-of-way 62.72 feet along the curve to the right having a radius of 75.00 feet and a chord which bears bearing, North 01 degrees 30 minutes 55 seconds West 60.90 feet to a point, said point being the **TRUE POINT OF BEGINNING**; thence with said right-of-way 11.10 feet along a curve to the left having a radius of 75.00 feet and a chord which bears bearing, South 18 degrees 12 minutes 09 seconds West 11.09 feet to a point; thence leaving said right-of-way with the temporary construction easement for four (4) calls: North 46 degrees 13 minutes 59 seconds West, 22.08 feet; thence North 01 degrees 41 minutes 33 seconds East, 69.10 feet; thence South 87 degrees 29 minutes 18 seconds East, 87.67 feet; thence South 02 degrees 19 minutes 47 seconds West, 23.62 feet to a point, said point being on the existing right-of-way of Baker Court; thence with said right-of-way 10.07 feet along a curve to the left having a radius of 75.00 feet and a chord which bears bearing, South 86 degrees 02 minutes 50 seconds West 10.06 feet to a point in the proposed sanitary sewer easement; thence with said easement for four (4) calls:

North 02 degrees 19 minutes 47 seconds East, 14.76 feet; thence North 87 degrees 29 minutes 18 seconds West, 67.52 feet; thence South 01 degrees 41 minutes 33 seconds West, 54.51 feet; thence South 46 degrees 13 minutes 59 seconds East, 12.85 feet to the **TRUE POINT OF BEGINNING**; and ,

The above described parcel contains 1,758 sq. ft. of temporary construction easement; and

Being a portion of the same property conveyed to W. T. Young, Inc., a Kentucky corporation, by deed dated October 1, 1984, of record in Deed Book 1353, Page 608, of record in the Fayette County Clerk's Office. Said W. T. Young, Inc., a Kentucky corporation, merged with and into Young Interim, LLC, a Kentucky limited liability company, which changed its name to W. T. Young, LLC, a Kentucky limited liability company by Articles of Merger, dated August 27, 1999, and of record in Corporate Records Book 240, Page 119, 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 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 that it will **WARRANT GENERALLY** said title.

The obtaining of this easement was authorized by Resolution 692-2018, passed by the Lexington-Fayette Urban County Council on November 15, 2018. Pursuant to KRS 382.135(2)(a), this Deed of Easement, which conveys public utility easements, need not contain a certificate of consideration. Pursuant to KRS 142.050, this public utility easement is exempt from real estate transfer tax.

**IN TESTIMONY WHEREOF**, the Grantor has signed this Deed of Easement, the day and year first above written.

GRANTOR:

W.T.YOUNG, LLC, a  
Kentucky limited liability company


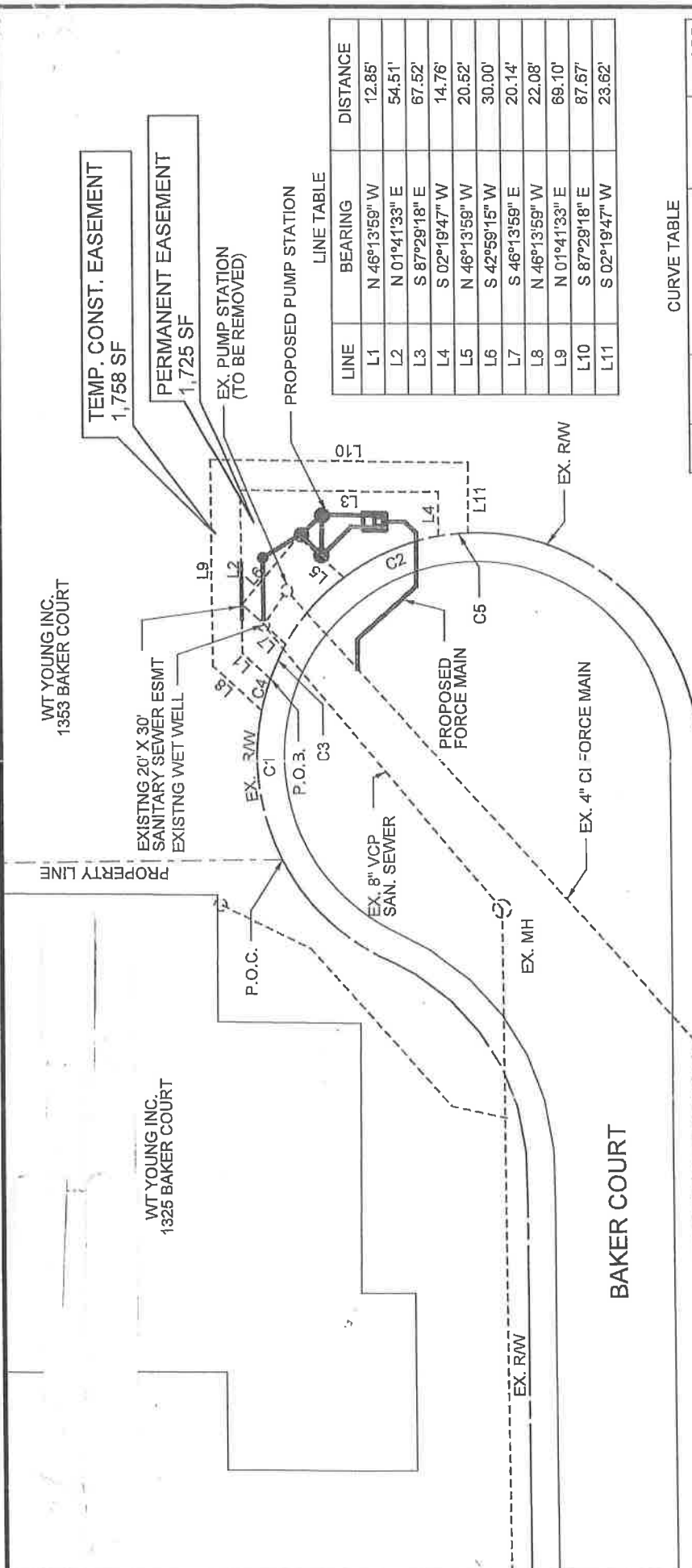
  
\_\_\_\_\_  
W. T. YOUNG, JR.  
PRESIDENT



EXHIBIT "A"

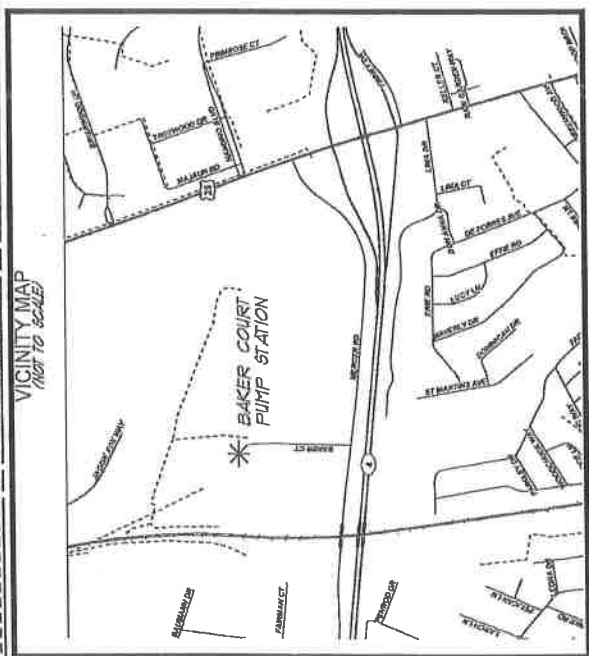


LINE TABLE

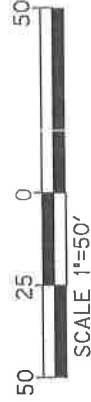
LINE	BEARING	DISTANCE
L1	N 46°13'59" W	12.85'
L2	N 01°41'33" E	54.51'
L3	S 87°29'18" E	67.52'
L4	S 02°19'47" W	14.76'
L5	N 46°13'59" W	20.52'
L6	S 42°59'15" W	30.00'
L7	S 46°13'59" E	20.14'
L8	N 46°13'59" W	22.08'
L9	N 01°41'33" E	69.10'
L10	S 87°29'18" E	87.67'
L11	S 02°19'47" W	23.62'

CURVE TABLE

RADIUS	CHORD BEARING	LENGTH	CHORD LENGTH
C1	N 01°30'55" W	62.72'	60.90'
C2	S 68°43'21" W	35.28'	34.96'
C3	S 27°18'20" W	12.74'	12.72'
C4	S 18°12'09" W	11.10'	11.09'
C5	S 86°02'50" W	10.07'	10.06'



TRANE COMPANY, INC.  
1515 MERCER ROAD



**EA Partners, PLLC**



CIVIL ENGINEERS • LAND SURVEYORS • LANDSCAPE ARCHITECTS  
1111 MARKET STREET  
LEXINGTON, KENTUCKY 40513  
PHONE (605) 256-8886  
FACSIMILE (605) 206-8937

EASEMENT EXHIBIT  
10' TEMPORARY CONSTRUCTION EASEMENT &  
PERMANENT EASEMENT  
DEPARTMENT OF ENVIRONMENTAL QUALITY  
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT  
BAKER COURT  
LEXINGTON, FAYETTE COUNTY, KENTUCKY  
OCTOBER 2018

J:\950\Baker Court Pump Station\Exhibit\Easement\Exhibit.dgn

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: PATTY DAVIS ,dc

201812120261

December 12, 2018                      15:38:44    PM

Fees	\$29.00	Tax	\$ .00
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Total Paid	\$29.00
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8 Pages

515 - 522