

**DEED OF EASEMENT**

This **DEED OF EASEMENT** is made and entered into this the 30 day of MAY, 2018, by and between **MAA TWO, INC.**, a Kentucky Corporation, 2332 Cross Creek Trace, Lexington, Kentucky 40509, 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 **FIVE THOUSAND TWO HUNDRED FIFTY AND NO CENTS (\$5,250.00)**, 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, install, construct, maintain, repair, reconstruct and remove sidewalks and other related improvements and appurtenances thereto, which said sidewalk 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:

**Permanent Sidewalk Easement**  
**Southland Drive Sidewalk Improvement Project**  
**Parcel No. 1**  
**(a portion of 531 Southland Drive)**

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

(C-F)

A certain tract of land lying in Lexington, Fayette County, Kentucky approximately 0.95 miles northwest of the Nicholasville Road/Southland Drive intersection, point of beginning 107.12 feet east of the Rosemont Garden/Southland Drive intersection and being more particularly described as follows:

Beginning at a point 101.83 feet right of the Southland Drive centerline station 100+87.61, said point being on the existing right-of-way; thence South 56 degrees 59 minutes 20 seconds West a distance of 67.07 feet to a point 46.22 feet right of the Southland Drive centerline station 101+28.04; thence North 15 degrees 10 minutes 00 seconds West a distance of 18.68 feet to a point 41.21 feet right of the Southland Drive centerline station 101+09.24; thence North 84 degrees 26 minutes 00 seconds East a distance of 12.00 feet to a point 53.14 feet right of Southland Drive centerline station 101+07.81; thence North 28 degrees 51 minutes 00 seconds East a distance of 37.51 feet to a point 70.09 feet right of the Southland Drive centerline station 100+72.21; thence South 63 degrees 29 minutes 00 seconds East a distance of 34.74 feet to the POINT OF BEGINNING; and,

The above described parcel contains 0.0269 acres (1,172 sq. ft.) of permanent easement; and

Being the same property conveyed to MAA Two, Inc., a Kentucky corporation, by deed dated June 17, 2015, of record in Deed Book 3323, Page 686, in the office of the Fayette County Clerk.

**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 lay, construct and install sidewalks and other related improvements, which shall be of such dimension, character, construction and use determined by Grantee, along, 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**  
**Southland Drive Sidewalk Improvement Project**  
**Parcel No. 1**  
**(a portion of 531 Southland Drive)**

A certain tract of land lying in Lexington, Fayette County, Kentucky approximately 0.95 miles northwest of the Nicholasville Road/Southland Drive intersection, point of beginning 107.12 feet east of the Rosemont Garden/Southland Drive intersection and being more particularly described as follows:

Beginning at a point 101.83 feet right of the Southland Drive centerline station 100+87.61, said point being on the existing right-of-way; thence South 63 degrees 29 minutes 00 seconds East a distance of 5.80 feet to a point 107.11 feet right of Southland Drive centerline station 100+90.28; thence South 56 degrees 59 minutes 20 seconds West a distance of 57.31 feet to a point 59.59 feet right of the Southland Drive centerline station 101+25.18; thence South 12 degrees 27 minutes 45 seconds East a distance of 95.67 feet to a point 75.67 feet right of Southland Drive centerline station 102+26.19; thence South 25 degrees 57 minutes 14 seconds West a distance of 30.66 feet to a point 59.27 feet right of the Southland Drive centerline station 102+53.92; thence South 8 degrees 54 minutes 15 seconds East a distance of 22.57 feet to a point 59.68 feet right of the Southland Drive centerline station 102+77.88; thence South 74 degrees 42 minutes 7 seconds West a distance of 9.40 feet to a point 50.35 feet right of the Southland Drive centerline station 102+79.04; thence North 9 degrees 49 minutes 11 seconds West a distance of 38.90 feet to a point 48.73 feet right of the Southland Drive centerline station 102+38.21; thence North 12 degrees 14 minutes 00 seconds East a distance of 41.94 feet to a point 61.23 feet right of the Southland Drive centerline station 101+95.90; thence North 15 degrees 10 minutes 00 seconds West a distance of 66.02 feet to a point 46.22 feet right of the Southland Drive centerline station 101+28.04; thence North 56 degrees 59 minutes 20 seconds East a distance of 67.07 feet to a point 101.83 feet right of Southland Drive centerline station 100+87.61 to the PONT OF BEGINNING; and,

The above described parcel contains 0.0523 acres (2,280 sq. ft of temporary construction easement; and

Being the same property conveyed to MAA Two, Inc., a Kentucky corporation, by deed dated June 17, 2015, of record in Deed Book 3323, Page 686, in the office of the Fayette County Clerk.

**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 on the adjacent land and is binding upon the heirs and assigns of the Grantors. The temporary construction easement will expire upon completion of the construction of the improvement project on the land adjacent to this easement.

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 parties do hereby certify pursuant to KRS 382.135 that the consideration stated herein is the full actual consideration paid for the property transferred herein and that the estimated fair cash value of the property conveyed is \$5,250.00. Grantee joins the Deed of Easement for the sole purpose of certifying the consideration, as authorized by Resolution No. 263-2018, passed by the Lexington-Fayette Urban County Council on

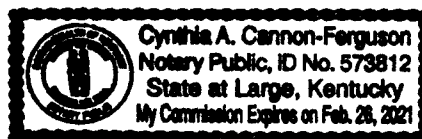


COMMONWEALTH OF KENTUCKY )  
 )  
COUNTY OF FAYETTE )

This foregoing Certificate of Consideration was subscribed, sworn to and acknowledged before me by Jim Gray, in his capacity as Mayor, for and on behalf of the Lexington-Fayette Urban County Government, on this the 30<sup>th</sup> day of May, 2018.

Cynthia A. Cannon-Ferguson  
Notary Public, Kentucky, State at Large

My Commission Expires: 2 Dec 2021



PREPARED BY:

Charles E. Edwards, III

Charles E. Edwards, III  
Attorney  
Lexington-Fayette Urban  
County Government  
Department of Law, 11<sup>th</sup> Floor  
200 East Main Street  
Lexington, Kentucky 40507  
(859) 258-3500

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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: SHEA BROWN ,dc

201806040144

June 4, 2018

11:34:20 AM

Fees	\$26.00	Tax	\$0.00
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Total Paid	\$26.00
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