

DEED OF EASEMENT

This **PERMANENT SANITARY SEWER EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT** is made and entered into this the 4th day of June, 2019, by and between **KING HENRY APARTMENTS KY, LLC**, a Delaware limited liability company, c/o Read Property Management Group, LLC, 4706 18th Avenue, Brooklyn, New York 11204, 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 **TEN AND 00/100 DOLLARS (\$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, 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 Exhibit "B", and more particularly described as follows, to wit:

Permanent Sanitary Sewer Easement
Wolf Run B & C Trunk Sewer Replacement Project
(a portion of 2220 Devonport Drive)
COMMENCING, at a point in the south right-of-way of Devonport Drive, being a common corner with 2220

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

(CC-F)

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Devonport Drive (King Henry Apartments KY, LLC, Deed Book 3419, Page 708) and 1400 Alexandria Drive (Cervantes and Associates, LLC, Deed Book 3316, Page 467); thence along the south right-of-way of Devonport Drive, N 84°15'39" E, a distance of 6.61 feet, to the **TRUE POINT OF BEGINNING**; thence along the south right-of-way of Devonport Drive, N 84°15'39" E, a distance of 20.88 feet; thence leaving said right-of-way and with a permanent easement for (5) calls: S 22°25'48" E, a distance of 95.41 feet; thence S 40°04'26" W, a distance of 12.84 feet; thence S 05°44'55" E, a distance of 286.32 feet; thence N 83°17'03" E, a distance of 181.24 feet; thence S 06°42'57" E, a distance of 17.08 feet, to a point in the common line of 2220 Devonport Drive and 2225 Versailles Road (Fifth Third Bank, Deed Book 3053, Page 113); thence along the common line of 2220 Devonport Drive and 2225 Versailles Road and continuing along the common line with 2233 Versailles Road (Merryman Investment VII, LLC, Deed Book 2669, Page 344), S 84°25'51" W, a distance of 232.73 feet, to a point 0.60 feet from the common corner with 2220 Devonport Drive, 2233 Versailles Road and 2285 Versailles Road (ZC Pharmacy SUB DIST c/o Walgreen Store 10801, Deed Book 3180, Page 532); thence leaving said common line and with a permanent easement, N 65°55'54" E, a distance of 32.89 feet; thence, N 05°44'55" W, a distance of 289.43 feet; thence, N 49°55'34" W, a distance of 38.44 feet, to a point in the common line of 2220 Devonport Drive and 1400 Alexandria Drive; thence along said common line, N 04°52'01" W, a distance of 28.26 feet; thence leaving said common line and with a permanent easement, S 49°55'34" E, a distance of 42.72 feet; thence, N 22°25'48" W, a distance of 78.29 feet to the **POINT OF BEGINNING**; and

The above described parcel contains 11,918.98 square feet of permanent easement; and,

Being a portion of the property conveyed to King Henry Apartments KY, LLC, a Delaware limited liability company, by deed dated July 7, 2016, of record in Deed Book 3419, Page 708, 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" and Exhibit "B", attached hereto, and more particularly described as follows:

Temporary Construction Easement
Wolf Run B & C Trunk Sewer Replacement Project
(a portion of 2220 Devonport Drive)

BEGINNING, at a point in the south right-of-way of Devonport Drive, being a common corner with 2220 Devonport Drive (King Henry Apartments KY, LLC, Deed Book 3419, Page 708) and 1400 Alexandria Drive (Cervantes and Associates, LLC, Deed Book 3316, Page 467); thence along the south right-of-way of Devonport Drive, N 84°15'39" E, a distance of 37.93 feet; thence leaving said right-of-way and with a temporary easement for (5) calls: S 22°25'48" E, a distance of 98.48 feet; thence S 40°04'26" W, a distance of 14.68 feet; thence S 05°44'55" E, a distance of 271.92 feet; thence N 83°17'03" E, a distance of 181.07 feet; thence S 06°42'57" E, a distance of 27.28 feet, to a point in the common line of 2220 Devonport Drive and 2225 Versailles Road (Fifth Third Bank, Deed Book 3053, Page 113); thence along the common line with 2225 Versailles Road and continuing along the common line with 2233 Versailles Road (Merryman Investment VII, LLC, Deed Book 2669, Page 344); thence S 84°25'51" W, a distance of 243.33 feet, to a common corner with 2220 Devonport Drive, 2233 Versailles Road and 2285 Versailles Road (ZC Pharmacy SUB DST, c/o Walgreen, Store 10801, Deed Book 3180, Page 532); thence along the common line with 2220 Devonport Drive and 2285 Versailles Road, N 04°52'01" W, a distance of 10.39 feet; thence leaving said common line and with a temporary easement, N 65°55'54" E, a distance of 22.82 feet; thence, N 05°44'55" W, a distance of 278.15 feet; thence, N 49°55'34" W, a distance of 24.40 feet, to a point in the common line of 2250 Devonport Drive and 1400 Alexandria Drive; thence along said common line, N 04°52'01" W, a distance of 56.51 feet; thence, leaving said common line and with a temporary easement, S 49°55'34" E, a distance of 11.83 feet; thence N 22°25'48" W,

a distance of 27.74 feet, to a point in said common line; thence along said common line, N 04°52'01" W, a distance of 12.15 feet to the **POINT OF BEGINNING**, excepting the area by covered by a permanent easement (11,918.98 square feet); and,

The above described parcel contains 10,208.52 total area of square feet of temporary construction easement; and,

Temporary Construction Access Easement
Wolf Run B & C Trunk Sewer Replacement Project
(a portion of 2220 Devonport Drive)

COMMENCING, at a point in the south right-of-way of Devonport Drive, being a common corner with 2220 Devonport Drive (King Henry Apartments KY, LLC, Deed Book 3419, Page 708) and 1400 Alexandria Drive (Cervantes and Associates, LLC, Deed Book 3316, Page 467); thence along the south right-of-way of Devonport Drive, N 84°15'39" E, a distance of 37.93 feet, to the **TRUE POINT OF BEGINNING**; thence leaving said right-of-way, and with a new access easement, S 22°25'48" E, a distance of 98.48 feet; thence, N 04°01'54" W, a distance of 94.38 feet, to a point in said right-of-way; thence along said right-of-way, S 84°15'39" W, a distance of 31.10 feet, to the **POINT OF BEGINNING**; and,

The above described parcel contains 0.034 acres total area of square feet of temporary construction assess easement; and,

Both tracts being a portion of the property conveyed to King Henry Apartments KY, LLC, a Delaware limited liability company, by deed dated July 7, 2016, of record in Deed Book 3419, Page 708, 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.

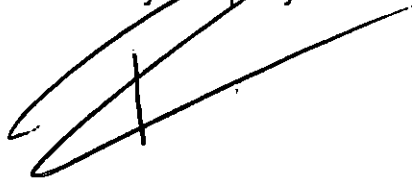
The obtaining of this easement was authorized by Resolution 59-2019, passed by the Lexington-Fayette Urban County Council on February 7, 2019. Pursuant to KRS 382.135(2)(a), this deed of easement, which pertains to a public utility, need not contain a statement of consideration.

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

GRANTOR:

KING HENRY APARTMENTS KY, LLC, a
Delaware limited liability company

BY: READ PROPERTY GROUP, LLC, a
New York limited liability company



BY: _____
ROBERT WOLFE,
MANAGER

STATE OF NEW YORK)
)
COUNTY OF KINGS)

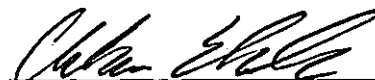
This instrument was acknowledged, subscribed and sworn to before me by Robert Wolfe, as the Manager of Read Property Group, LLC, a New York limited liability company, as the Manager, for and on behalf of King Henry Apartments KY, LLC, a Delaware limited liability company, on this the 4th day of June, 2019.



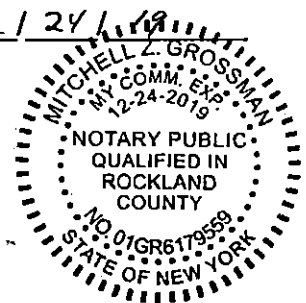
Notary Public, New York, State-at-Large

My Commission Expires: 12/24/19

PREPARED BY:

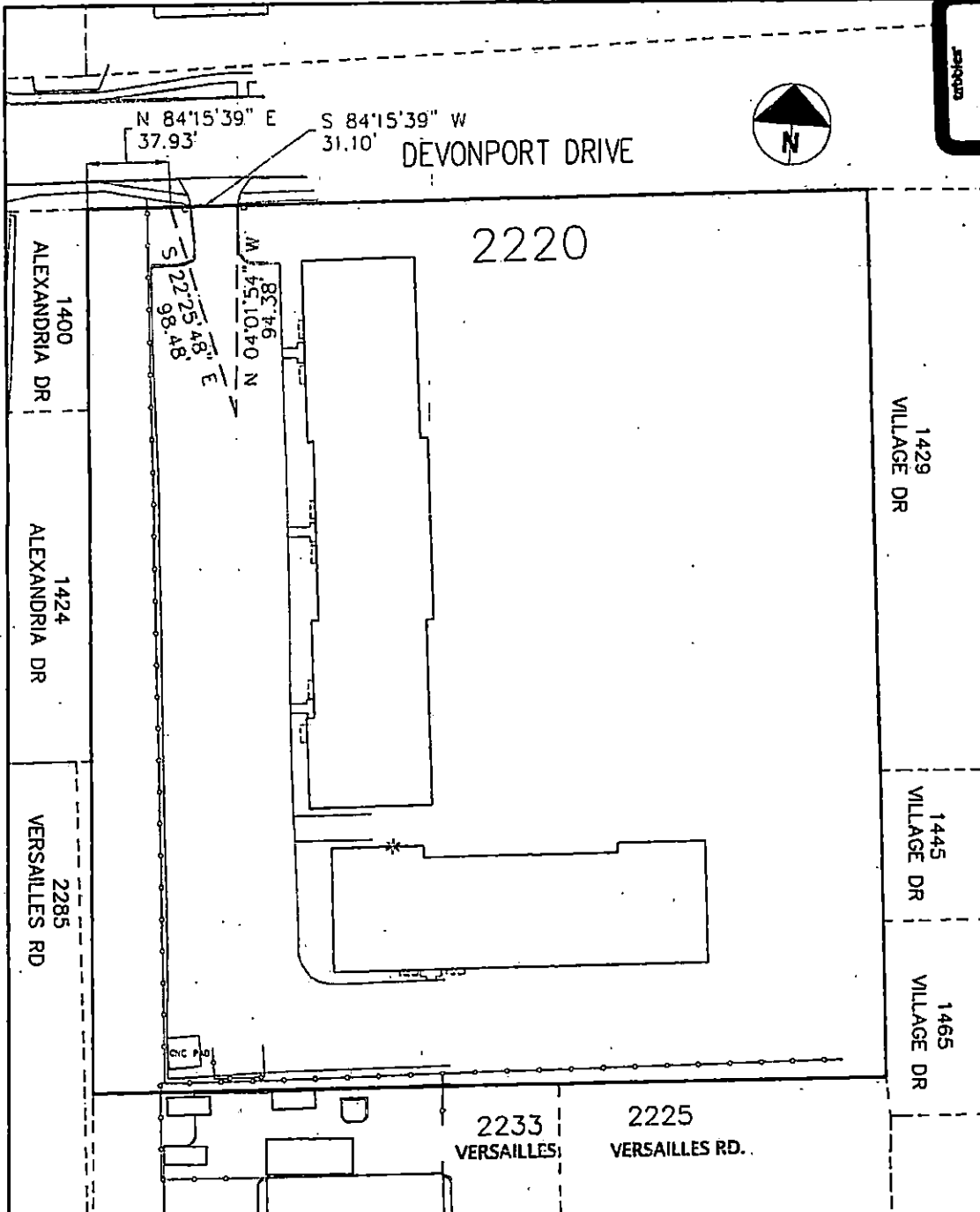


CHARLES E. EDWARDS III
Attorney
Lexington-Fayette Urban
County Government
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200 East Main Street
Lexington, Kentucky 40507
(859) 258-3500



2/18/2018

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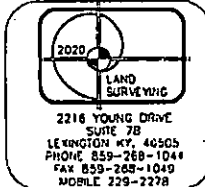
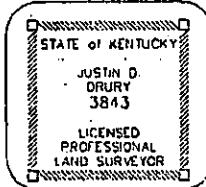
SURVEY EXHIBIT

2220 DEVONPORT
 LEXINGTON FAYETTE CO., KY
 VILLAGE SQUARE LOT 7, BLOCK A
 PLAT CABINET A SLIDE 119
 DATE MAR-2018



SURVEY NOTES

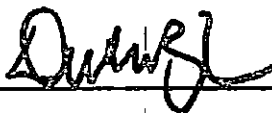
- 1- THE BASIS OF BEARINGS FOR THIS SURVEY IS KENTUCKY STATE PLANE NORTH (NAD83), GEOID MCDCL 12-B.
- 2- THIS SURVEY IS SUITABLE AS AN URBAN CLASS SURVEY.



LEGEND

- Ⓢ NEW SEWER LINE
- EASEMENT (ACCESS)
- EASEMENT (TEMPORARY)
- EASEMENT (RELEASED)
- PROPERTY LINE

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: PATTY DAVIS ,dc

201906110093

June 11, 2019

9:58:43

AM

Fees

\$32.00

Tax

\$.00

Total Paid

\$32.00

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9 Pages

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