

PERMANENT AND TEMPORARY GRANT OF EASEMENT

This **PERMANENT AND TEMPORARY GRANT OF EASEMENT** is made and entered into this the 14 day of February, 2019, by and between **THE SALVATION ARMY, a New York non-profit corporation**, 440 West Nyack Road, West Nyack, New York 10994, which is the in-care of tax mailing address for the current year ("Grantor"), and **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, 200 East Main Street, Lexington, Kentucky 40507, ("Grantee").

WITNESSETH:

That for and in consideration of the sum of **THREE THOUSAND FIFTY AND 00/100 DOLLARS (\$3,050.00)**, 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, in perpetuity, the exclusive and permanent right to install, construct, maintain, repair, and inspect a shared-use-path and other related improvements, including walls and other hardscape features and appurtenances thereto, which said shared-use-path, appurtenances, walls, and other hardscape features shall be of such dimension, character, construction, and use as determined by Grantee, and which shall become a part of the Town Branch Trail. This permanent easement, and the exercise of the rights and privileges herein granted, are subject to and expressly include the following:

FEB 27 2019

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

DTC

1. Grantee shall have the right, but not the obligation, at Grantee's expense, to install, construct, manage, use, repair and maintain a shared-use-path, including walls and other hardscape features. Grantor shall not damage or otherwise harm the final paving of the Path at any time after the completion of the Path.
2. Grantor acknowledges that this Path is for non-motorized vehicles only with the exception of emergency or maintenance vehicles, or as necessary for persons of limited mobility.
3. Grantee shall have the right to make minor modifications to the location of the easement granted herein as reasonably necessary to align the Path.
4. Grantor shall not construct, develop, or maintain, or allow any other to construct, develop, or maintain, any right-of-way, easement of ingress or egress, driveway, road, utility line, or other easement into, on, over, under, or across the Path without the prior written permission of the Grantee. Grantor shall not erect fences, barriers, or signs that impede access to or use of the Path, or allow any other to do the same.
5. Grantee shall have the right to erect reasonable signs, blazing, or public art within the Path features.
6. Grantor shall not use the Path, or allow any other to use the Path, for any use which, in the reasonable opinion of Grantee, is or may possess the potential to become inconsistent with the Purposes of this Easement.
7. Grantor and Grantee have the right to cross the Path to repair any damage to the Path.

The tract of land on which the easement will be located is within the confines of Lexington, Fayette County, Kentucky, and more particularly described as follows, to-wit:

Permanent Easement
(a portion of 732 752 West Main Street
a/k/a 736 West Main Street)

Town Branch Commons, Zone 7
Parcel No. 51A

Being a tract of land situated southeast of the intersection of Oliver Lewis Way (KY Highway 922) and Main Street (US Highway 25/421) in Fayette County, Kentucky, and being more particularly described as follows:

Beginning at a point in the easterly right-of-way line of Oliver Lewis Way, said point being 16.07 feet right of KY 922 Baseline Station 210+29.45; thence with the easterly right-of-way line of Oliver Lewis Way, North 80 Degrees 48 Minutes 36 Seconds East for a distance of 3.13 feet, to a point 18.00 feet right of KY 922 Baseline Station 210+31.90; thence leaving the easterly right-of-way line of Oliver Lewis Way with a new easement line through the lands of The Salvation Army for two (2) calls: South 43 Degrees 11 Minutes 54 Seconds West, for a distance of 72.10 feet to a point 18.00 feet right of KY 922 Baseline Station 209+60.00; and North 46 Degrees 37 Minutes 02 Seconds West for a distance of 2.02 feet to a point 15.98 feet right of KY 922 Baseline Station 209+60.00, said point being in the easterly right-of-way line of Oliver Lewis Way; thence with the easterly right-of-way line of Oliver Lewis Way North 43 Degrees 17 Minutes 11 Seconds East for a distance of 69.61 feet to the POINT OF BEGINNING;

The above described parcel contains 0.003 acres (139 sq. ft.) of permanent easement; and

Being a portion of the property conveyed to The Salvation Army, a New York non-profit corporation, by deed dated August 21, 1946, of record in Deed Book 402, Page 411; deed dated August 20, 1959, of record in Deed Book 675, Page 446; deed dated December 30, 1960, of record in Deed Book 707, Page 270; deed dated April 23, 1970, of record in Deed Book 986, Page 38; deed of correction dated July 21, 1970, of record in Deed Book 993, Page 521; and

deed dated January 9, 1978, of record in Deed Book 1190, Page 33, 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 installing a shared-use-path and other related improvements, including walls and other hardscape features and appurtenances thereto, through and across the following tract of land located in the confines of Lexington, Fayette County, Kentucky, and more particularly described as follows, to wit:

Temporary Construction Easement
(a portion of 732 752 West Main Street
a/k/a 736 West Main Street)

Town Branch Commons, Zone 7
Parcel No. 51B

Being a tract of land situated southeast of the intersection of Oliver Lewis Way (KY Highway 922) and Main Street (US Highway 25/421) in Fayette County, Kentucky and being more particularly described as follows:

Beginning at a point in the easterly right-of-way line of Oliver Lewis Way, said point being 16.07 feet right of KY 922 Baseline Station 210+29.45; thence with the easterly right-of-way line of Oliver Lewis Way North 80 Degrees 48 Minutes 36 Seconds East for a distance of 3.13 feet, to a point 18.00 feet right of KY 922 Baseline Station 210+31.90, said point being the TRUE POINT OF BEGINNING; thence continuing with the easterly right-of-way line of Oliver Lewis Way North 80 Degrees 48 Minutes 36 Seconds East for a distance of 16.19 feet, to a point 28.00 feet right of KY 922 Baseline Station 210+44.55; thence leaving the easterly right-of-way line of Oliver Lewis Way with a new easement line through the lands of The Salvation Army for two (2) calls: South 44 Degrees 21 Minutes 03 Seconds West for a distance of 94.96 feet, to a point 26.00 feet right of KY 922

Baseline Station 209+50.00 and North 46 Degrees 37 Minutes 02 Seconds West for a distance of 10.00 feet to a point 16.00 feet right of KY 922 Baseline Station 209+50.00, said point being the easterly right-of-way line of Oliver Lewis Way; thence with the easterly right-of-way line of Oliver Lewis Way North 43 Degrees 17 Minutes 11 Seconds East for a distance of 10.00 feet to a point 15.98 feet right of KY 922 Baseline Station 209+60.00; thence leaving the easterly right-of-way line of Oliver Lewis Way with a new easement line through the lands of The Salvation Army for two (2) calls: South 46 Degrees 37 Minutes 02 Seconds East for a distance of 2.02 feet to a point 18.00 feet right of KY 922 Baseline Station 209+60.00 and North 43 Degrees 11 Minutes 54 Seconds East for a distance of 72.10 feet to the TRUE POINT OF BEGINNING;

The above described parcel contains 0.019 acres (804 sq. ft.) of temporary construction easement; and

Being a portion of the property conveyed to The Salvation Army, a New York non-profit corporation, by deed dated August 21, 1946, of record in Deed Book 402, Page 411; deed dated August 20, 1959, of record in Deed Book 675, Page 446; deed dated December 30, 1960, of record in Deed Book 707, Page 270; deed dated April 23, 1970, of record in Deed Book 986, Page 38; deed of correction dated July 21, 1970, of record in Deed Book 993, Page 521; and deed dated January 9, 1978, of record in Deed Book 1190, Page 33, 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 said Grantee, its successors and assigns, 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 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 it will **WARRANT GENERALLY** said title.

The obtaining of this easement was authorized by Resolution 384-2018, passed by the Lexington-Fayette Urban County Council on June 21, 2018. Pursuant to KRS 382.135(2)(c), this grant of easement, which pertains to a public right-of-way, need not contain a statement of consideration.

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


GRANTOR:

THE SALVATION ARMY

BY: 
ADOLPH M. ORLANDO
SECOND ASSISTANT SECRETARY

State of New York
~~COMMONWEALTH OF KENTUCKY~~)
)
COUNTY OF FAYETTE)


This instrument was acknowledged, subscribed and sworn to before me by Adolph M. Orlando, in his capacity as Second Assistant Secretary of The Salvation Army, on this the 14th day of February, 2019.


Notary Public, ~~Kentucky State~~

My Commission Expires: 1 / 1 / 1

JEAN M RONDON
Notary Public, State of New York
NO. 01RO62275
Qualified in Rockland County
Commission Expires 5/21/2020

PREPARED BY:


CHARLES E. EDWARDS III
Attorney
Lexington-Fayette Urban County Government
Department of Law, 11th 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.



By: SHEA BROWN ,dc

201902250191

February 25, 2019 14:26:19 PM

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

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