

DEED OF EASEMENT

This **DEED OF EASEMENT** is made and entered into this 5th day of March, 2019, by and between **STEVEN O. KENDRICK and ARLENE F. KENDRICK, husband and wife**, 2334 Pierson 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:

That for and in consideration of the sum of **FIVE HUNDRED SIXTY-THREE DOLLARS AND 00/100 CENTS (\$563.00)**, and other good and valuable consideration, 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 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:

Permanent Sanitary Sewer Easement
(a portion of 2334 Pierson Drive)
Shandon Park Trunk Sanitary
Sanitary Sewer Improvement Project

COMMENCING at a point, said point lying on the southern right-of-way of Pierson Drive, said point also being the northeast corner of Lot 35, Shandon Park, Unit 1B, of record in Plat Cabinet B, Slide 49, in the Office of the Fayette County

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

Clerk; thence South 47 Degrees 25 Minutes 35 Seconds West 52.03 feet to the **TRUE POINT OF BEGINNING**; thence through said Lot 35 with the proposed permanent easement for two (2) calls; thence South 28 Degrees 17 Minutes 54 Seconds East, 53.66 feet to a point; thence South 15 Degrees 25 Minutes 44 Seconds East 52.29 feet to a point in the southwest line of said Lot 35; thence with the southwest line of Lot 35, North 37 Degrees 31 Minutes 00 Seconds West, 52.14 feet to a point in the proposed easement; thence leaving said line with the proposed permanent easement, North 28 Degrees 17 Minutes 54 Seconds West, 50.24 feet to a point in the southern right-of-way of Pierson Drive; thence with said right-of-way 20.22 feet along a curve to the left having a radius of 350.00 feet and a chord which bears, North 53 Degrees 20 Minutes 32 Seconds East, 20.21 feet to the **TRUE POINT OF BEGINNING**; and,

The above described parcel contains 1,550 square feet of permanent easement; and,

Being a portion of the property conveyed to Steven O. Kendrick and Arlene F. Kendrick, husband and wife, by deed dated January 30, 2009, of record in Deed Book 2858, Page 78, 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 2334 Pierson Drive)
Shandon Park Trunk Sanitary
Sanitary Sewer Improvement Project

Easement A

COMMENCING at a point, said point lying on the southern

right-of-way of Pierson Drive, said point also being the northeast corner of Lot 35, Shandon Park, Unit 1B, of record in Plat Cabinet B, Slide 49 in the Office of the Fayette County Clerk; thence South 46 Degrees 35 Minutes 29 Seconds West 41.87 feet to the **TRUE POINT OF BEGINNING**; thence leaving the said right-of-way with the proposed temporary easement for two (2) calls; thence South 28 Degrees 17 Minutes 54 Seconds East, 56.71 feet to a point; thence South 15 Degrees 25 Minutes 44 Seconds East, 78.06 feet to a point in the southwest line of said Lot 35; thence with the southwest line of Lot 35, North 37 Degrees 31 Minutes 00 Seconds West, 26.59 feet to a point in the proposed permanent easement; thence leaving said line with the proposed permanent easement for two (2) calls; thence North 15 Degrees 25 Minutes 44 Seconds West, 52.29 feet to a point; thence North 28 Degrees 17 Minutes 54 Seconds West, 53.66 feet to a point in the southern right-of-way of Pierson Drive; thence with the right-of-way of Pierson Drive 10.18 feet long a curve to the left having a radius of 350.00 feet and chord which bears, North 50 Degrees 51 Minutes 15 Seconds East, 10.18 feet to the **TRUE POINT OF BEGINNING**; and,

The above described parcel contains 1,203 square feet of temporary construction easement; and,

Easement B

BEGINNING AT A POINT, said point lying in the southern right-of-way of Pierson Drive, said point also being the northwest corner of Lot 35, Shandon Park, Unit 1B of record in Plat Cabinet B, Slide 49 in the Office of the Fayette County Clerk; thence with the right-of-way of Pierson Drive, 8.06 feet along a curve to the left having a radius of 350.00 feet and a chord which bears, North 55 Degrees 39 Minutes 25 Seconds East, 8.06 feet to a point in the proposed permanent easement; thence leaving said right-of-way with said easement, South 28 Degrees 17 Minutes 54 Seconds East, 50.24 feet to a point in the southwest property line of Lot 34; thence with said line, North 37 Degrees 31 Minutes 00 Seconds West, 50.03 feet to the **POINT OF BEGINNING**; and,

The above described parcel contains 201 square feet of temporary construction easement; and,

Both parcels being a portion of the property conveyed to Steven O. Kendrick and Arlene F. Kendrick, husband and wife, by deed dated January 30, 2009, of record in Deed Book 2858, Page 78, 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 Deed of Easement, the day and year first above written.

GRANTORS:

BY: 
STEVEN O. KENDRICK

BY: 
ARLENE F. KENDRICK

COMMONWEALTH OF KENTUCKY)
)
COUNTY OF FAYETTE)

The foregoing Easement was subscribed, sworn to and acknowledged before me by Steven O. Kendrick and Arlene F. Kendrick, husband and wife, on this the 5th day of MARCH, 2019.

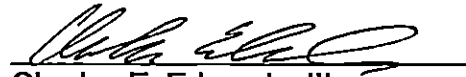

Notary Public, State-At-Large, Kentucky

My Commission Expires: 10/31/2020

Notary ID # 566500



PREPARED BY:



Charles E. Edwards, III

Attorney

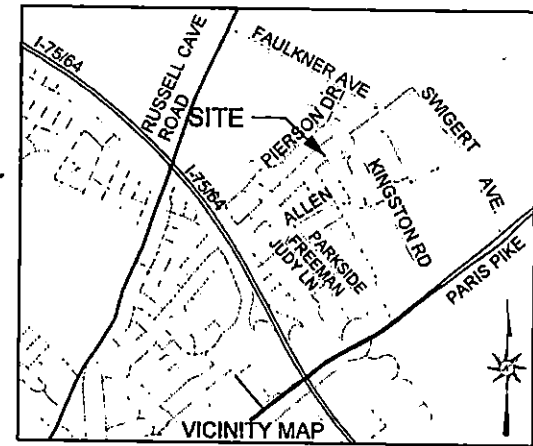
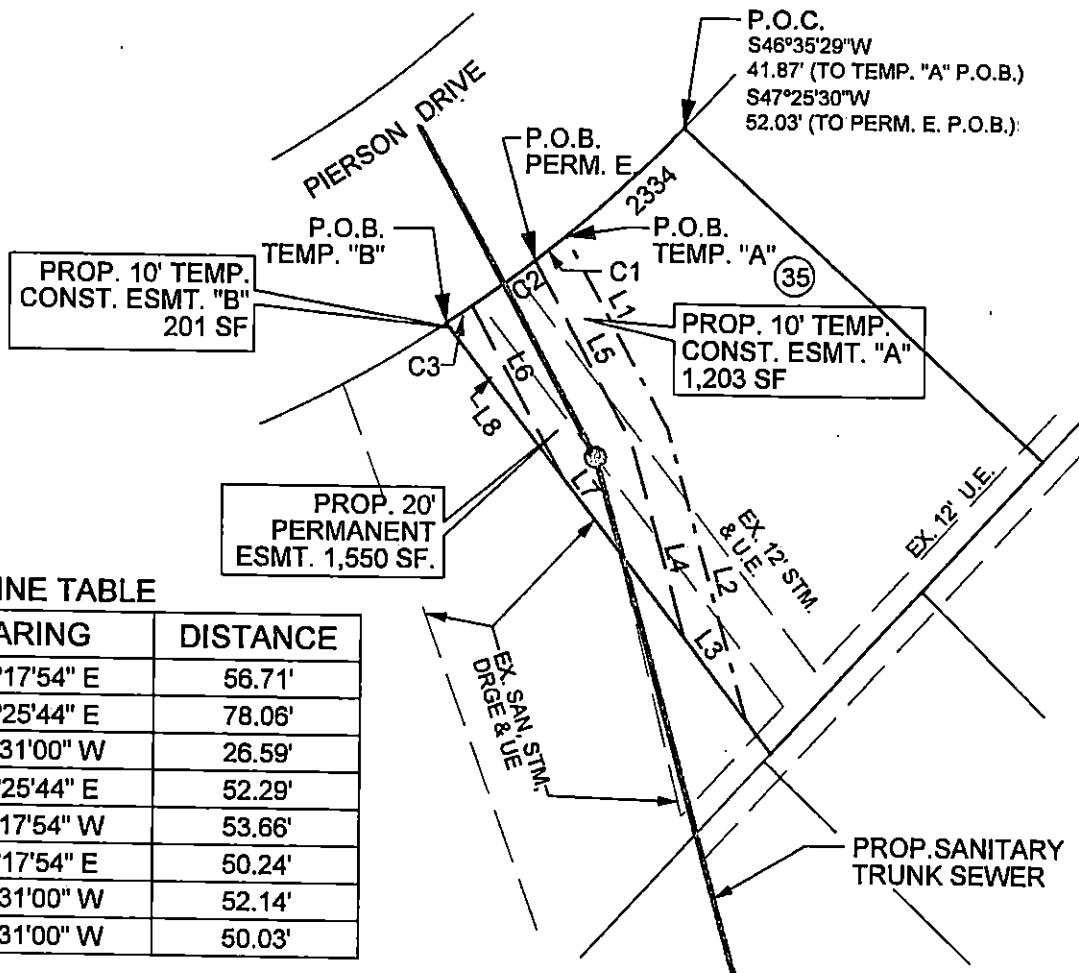
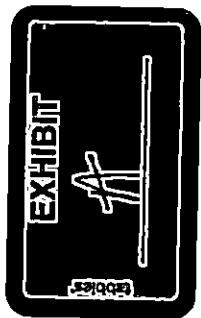
Lexington-Fayette Urban County
Government

200 West Main Street, 11th Floor

Lexington, Kentucky 40507

(859) 258-3500

X:\Cases\WATER-AIR19-RE0047\RE00643930.DOC



LINE TABLE

LINE	BEARING	DISTANCE
L1	S 28°17'54" E	56.71'
L2	S 15°25'44" E	78.06'
L3	N 37°31'00" W	26.59'
L4	S 15°25'44" E	52.29'
L5	N 28°17'54" W	53.66'
L6	S 28°17'54" E	50.24'
L7	N 37°31'00" W	52.14'
L8	N 37°31'00" W	50.03'

CURVE TABLE

CURVE	RADIUS	LENGTH	CHD. BRG.	CHD. DIST.
C1	350.00'	10.18'	N 50°51'15" E	10.18'
C2	350.00'	20.22'	N 53°20'32" E	20.21'
C3	350.00'	8.06'	N 55°39'25" E	8.06'

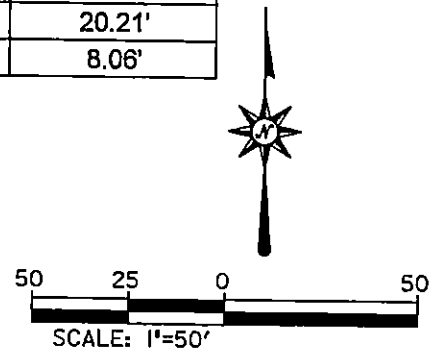
AREAS
 PROPOSED 10' TEMPORARY EASEMENT "A":
 1203 SF
 PROPOSED 10' TEMPORARY EASEMENT "B":
 201 SF
 PROPOSED 20' PERMANENT EASEMENT:
 1550 SF

STATE OF KENTUCKY
 THOMAS WOODS HATFIELD
 LS-3547
 LICENSED
 PROFESSIONAL
 LAND SURVEYOR

[Signature]
 3/19/18

EXHIBIT
 TEMPORARY CONSTRUCTION EASEMENT &
 PERMANET SANITARY SEWER EASEMENT
 STEVEN & ARLENE KENDRICK
 2334 PIERSON DRIVE
 LEXINGTON, FAYETTE COUNTY, KENTUCKY
 2018

EA Partners, PLLC
 CIVIL ENGINEERS • LAND SURVEYORS • LANDSCAPE ARCHITECTS
 3111 WALL STREET
 LEXINGTON, KENTUCKY 40513
 PHONE (859) 296-9889
 FACSIMILE (859) 296-9887



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

201904030190

April 3, 2019

12:23:43 PM

Fees	\$29.00	Tax	\$0.00
------	---------	-----	--------

Total Paid	\$29.00
------------	---------

THIS IS THE LAST PAGE OF THE DOCUMENT

8 Pages

540 - 547