

**DEED OF EASEMENT**

This **DEED OF EASEMENT** is made and entered into this 29<sup>th</sup> day of March, 2019, by and between **SANTIAGO PENA NAVA and ROSA SOTELO LOPEZ, husband and wife**, 2321 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 **EIGHT HUNDRED TWENTY-SIX DOLLARS AND 25/100 CENTS (\$826.25)**, 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 2321 Pierson Drive)**  
**Shandon Park Trunk Sanitary**  
**Sanitary Sewer Improvement Project**

**COMMENCING** at a point, said point lying on the northern right-of-way of Shandon Drive, said point also being the southeast corner of Lot 14, Shandon Park, Unit 1C, of record in Plat Cabinet B, Slide 50, in the Office of the Fayette County

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

(CCF)

southeast corner of Lot 14, Shandon Park, Unit 1C, of record in Plat Cabinet B, Slide 50, in the Office of the Fayette County Clerk; thence South 58 Degrees 03 Minutes 44 Seconds East, 55.91 feet to a point on the existing 15' sanitary sewer easement and being the **TRUE POINT OF BEGINNING**; thence with said easement, North 42 Degrees 30 Minutes 00 Seconds West, 13.01 feet to a point on the line of the proposed temporary and permanent easement; thence with said line for two (2) calls; thence North 87 Degrees 16 Minutes 31 Seconds West, 11.51 feet to a point; thence North 15 Degrees 25 Minutes 44 Seconds West, 125.22 feet to a point in the northern line of 2321 Shandon Drive; thence with said line, North 42 Degrees 30 Minutes 00 Seconds East, 7.87 feet to a point in the northeast corner of 2321 Shandon Drive; thence with the eastern line of 2321 Shandon Drive, South 47 Degrees 26 Minutes 46 Seconds East, 6.28 feet to a point in the proposed temporary easement; thence leaving said line and through 2321 Shandon Drive with the said easement for seven (7) calls; thence South 15 Degrees 25 Minutes 44 Seconds East, 62.80 feet to a point; thence South 45 Degrees 26 Minutes 33 Seconds West, 3.98 feet to a point; thence South 44 Degrees 33 Minutes 27 Seconds East, 11.91 feet to a point; thence South 45 Degrees 21 Minutes 19 Seconds West, 8.92 feet to a point; thence South 44 Degrees 38 Minutes 41 Seconds East, 11.19 feet to a point; thence South 15 Degrees 25 Minutes 44 Seconds East, 27.57 feet to a point; thence South 87 Degrees 16 Minutes 31 Seconds East, 12.59 feet to the **TRUE POINT OF BEGINNING**; and,

The above described parcel contains 1,313 square feet of temporary construction easement; and,

Being a portion of the property conveyed to Santiago Pena Nava and Rosa Sotelo Lopez, husband and wife, by deed dated October 30, 2017, of record in Deed Book 3539, Page 494, 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: Santiago Pena  
SANTIAGO PENA NAVA

BY: Rosa Sotelo  
ROSA SOTELO LOPEZ

COMMONWEALTH OF KENTUCKY     )  
  )  
COUNTY OF FAYETTE                )


The foregoing Easement was subscribed, sworn to and acknowledged before me by Santiago Pena Nava and Rosa Sotelo Lopez, husband and wife, on this the 29<sup>th</sup> day of MARCH, 2019.

  
\_\_\_\_\_  
Notary Public, State-At-Large, Kentucky

My Commission Expires: 10 / 31 / 2020

Notary ID # 566500

PREPARED BY:

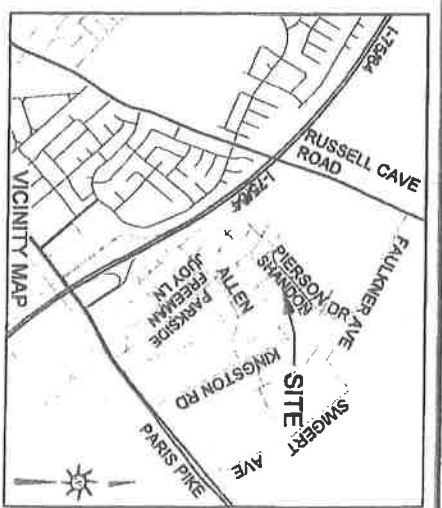
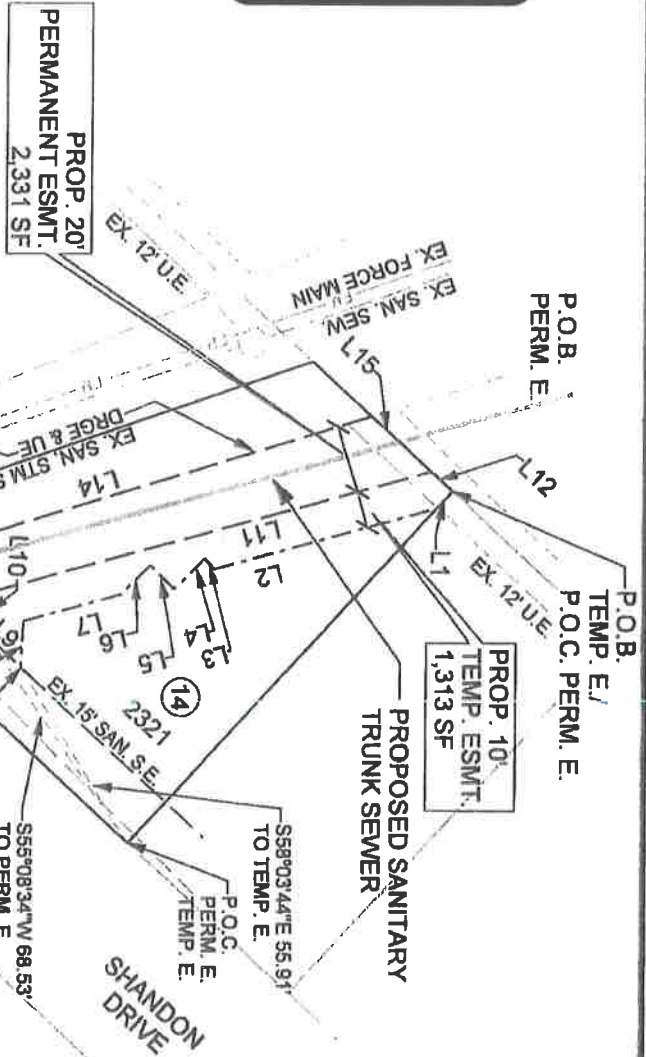
  
\_\_\_\_\_  
Charles E. Edwards, III  
Attorney  
Lexington-Fayette Urban County  
Government  
200 West Main Street, 11<sup>th</sup> Floor  
Lexington, Kentucky 40507  
(859) 258-3500

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**EA Partners, PLLC**

CIVIL, SURVEYING & LAND SURVEYORS • LANDSCAPE ARCHITECTS  
 3111 WALL STREET  
 LEXINGTON, KENTUCKY 40513  
 PHONE (606) 298-8800  
 FACSIMILE (606) 298-8887



**AREAS**  
 PROPOSED TEMPORARY EASEMENT:  
 1,313 SF  
 PROPOSED PERMANENT EASEMENT:  
 2,331 SF

LINE	BEARING	DISTANCE
L1	S 47°26'46" E	6.28'
L2	S 15°25'44" E	62.80'
L3	S 45°26'33" W	3.98'
L4	S 44°33'27" E	11.91'
L5	S 45°21'19" W	8.92'
L6	S 44°38'41" E	11.19'
L7	S 15°25'44" E	27.57'
L8	S 87°16'31" E	12.59'
L9	S 42°30'00" W	13.01'
L10	N 87°16'31" W	11.51'
L11	N 15°25'44" W	125.22'
L12	N 42°30'00" E	7.87'
L13	S 42°30'00" W	30.34'
L14	N 17°08'27" W	133.23'
L15	N 42°30'00" E	22.13'

**EXHIBIT**  
 TEMPORARY CONSTRUCTION EASEMENT &  
 PERMANENT EASEMENT  
 SANTIAGO PENA NAVA & ROSA SOTELO LOPEZ  
 2321 SHANDON DRIVE  
 LEXINGTON, FAYETTE COUNTY, KENTUCKY  
 2018

**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**

**201904080077**

**April 8, 2019**

**11:04:31 AM**

<b>Fees</b>	<b>\$26.00</b>	<b>Tax</b>	<b>\$ .00</b>
<b>Total Paid</b>	<b>\$26.00</b>		

**THIS IS THE LAST PAGE OF THE DOCUMENT**

**7 Pages**

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