

FAYETTE CO, KY FEE \$62.00

SUSAN LAMB
COUNTY CLERK

PRESENTED/LODGED: 01/29/2025 02:33:19 PM

EMILY GENTRY, DEPUTY CLERK 202501290125

BK: DB 4114

PG: 354-362



DEED OF EASEMENT

This **PERMANENT SANITARY SEWER EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT** is made and entered into this the 17th day of January, 2025, by and between **ROBERT E. MILWARD**, a married person, 2080 Bridgeport Drive, Lexington, Kentucky 40502, 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 FIVE HUNDRED DOLLARS AND 00/100 CENTS (\$5,500.00)**, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, said Grantors have **BARGAINED** and **SOLD** and do 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

Return to:
Cynthia Cannon-Ferguson
LFUCG, Dept. of Law, 11th Floor
200 East Main Street
Lexington, KY 40507

improvements and construction, installation, maintenance, 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 more particularly described as follows, to wit:

Permanent Sanitary Sewer Easement
Wolf Run Trunk G
Sewer Improvement Project
(a portion of 391 Southland Drive)

All that strip of land situated northeast of the intersection of Southland Drive and Cherrybark Drive in Lexington, Fayette County, Kentucky, and being more fully described and bounded as follows, to wit:

Tract A

BEGINNING at a point in the easterly right-of-way line of Cherrybark Drive, said point being a common corner with CSL Kentucky System, LLC (Deed Book 3313, Page 253);

Thence with the easterly right-of-way line of Cherrybark Drive, South 46°50'18" West, a distance of 10.00 feet to a common corner with Fayette County, Kentucky (Fayette County Fire Station No. 12 - no deed reference found);

Thence with the northerly property line of Fayette County, Kentucky, South 43°09'42" East, a distance of 100.00 feet to the **TRUE POINT OF BEGINNING**;

Thence leaving the common corner with Fayette County, Kentucky, with an existing sanitary sewer easement line through the lands of Robert E. Milward for two (2) calls:

- 1) South 43°09'42" East, a distance of 38.26 feet to a point; and
- 2) South 20°54'57" East, a distance of 12.81 feet to a point;

Thence with a new permanent sanitary sewer easement line for two (2) calls:

- 1) North 45°14'47" West, a distance of 10.16 feet to a point; and
- 2) North 43°11'21" West, a distance of 39.97 feet to a point in the easterly property line of the aforesaid Fayette County, Kentucky;

Thence with the easterly property line of Fayette County, Kentucky, North 46°50'18" East, a distance of 5.24 feet to the **TRUE POINT OF BEGINNING**; the above-described parcel containing 231 square feet or 0.005 acres, more or less, of permanent easement; and

Tract B

BEGINNING at a point in the easterly right-of-way line of Cherrybark Drive, said point being a common corner with CSL Kentucky System, LLC (Deed Book 3313, Page 253);

Thence leaving the easterly right-of-way line of Cherrybark Drive, with the southerly property line of CSL Kentucky System, LLC, South 43°10'10" East, a distance of 140.19 feet to the **TRUE POINT OF BEGINNING**;

Thence continuing with the southerly property line of CSL Kentucky System, LLC, South 43°10'10" East, a distance of 74.71 feet to a point in the westerly boundary line of the Venice Park subdivision (Cabinet E, Slide 376);

Thence with the westerly boundary line of the Venice Park subdivision, South 21°47'00" West, a distance of 13.59 feet to a point;

Thence leaving the westerly boundary line of the Venice Park subdivision, with a new permanent sanitary sewer easement line through the lands of Robert E. Milward, North 45°14'47" West, a distance of 46.30 feet to a point;

Thence with an existing sanitary sewer easement line, North 20°54'57" West, a distance of 36.94 feet to the **TRUE POINT OF BEGINNING**; the above-described parcel containing 812 square feet or 0.019 acres, more or less, of permanent easement; and

Tracts A and B being a portion of the same property conveyed to Robert E. Milward, a married person, his heirs and assigns, forever, by Quitclaim Deed dated October 20,

2023, of record in Deed Book 4043, Page 70, 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 do 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, maintenance, and relocation through and across the following tract of land located in the confines of Lexington, Fayette County, Kentucky, depicted on Exhibit "A" attached hereto, and more particularly described as follows:

Temporary Construction Easement
Wolf Run Trunk G
Sewer Improvement Project
(a portion of 391 Southland Drive)

All that strip of land situated northeast of the intersection of Southland Drive and Cherrybark Drive in Lexington, Fayette County, Kentucky, and being more fully described and bounded as follows, to wit:

Tract C

BEGINNING at a point in the easterly right-of-way line of Cherrybark Drive, said point being a common corner with CSL Kentucky System, LLC (Deed Book 3313, Page 253);

Thence leaving the easterly right-of-way line of Cherrybark Drive, with the southerly property line of CSL Kentucky System, LLC, South 43°10'10" East, a distance of 214.89 feet to a point in the westerly boundary line of the Venice Park subdivision (Cabinet E, Slide 376);

Thence with the westerly boundary line of the Venice Park subdivision, South 21°47'00" West, a distance of 13.59 feet to the **TRUE POINT OF BEGINNING**;

Thence continuing with the westerly boundary line of the Venice Park subdivision, South 21°47'00" West, a distance of 14.76 feet to a point;

Thence leaving the westerly boundary line of the Venice Park subdivision, with a new temporary sanitary sewer construction easement line through the lands of Robert E. Milward for two (2) calls:

- 1) North 02°25'08" West, a distance of 5.28 feet to a point; and
- 2) North 45°14'47" West, a distance of 26.08 feet to a point;

Thence with an existing sanitary sewer easement line, North 20°54'57" West, a distance of 24.27 feet to a point;

Thence with a new permanent sanitary sewer easement line, South 45°14'47" East, a distance of 46.30 feet to the **TRUE POINT OF BEGINNING**; the above-described parcel containing 378 square feet or 0.009 acres, more or less, of temporary easement; and

Tract D

BEGINNING at a point in the easterly right-of-way line of Cherrybark Drive, said point being a common corner with CSL Kentucky System, LLC (Deed Book 3313, Page 253);

Thence with the easterly right-of-way line of Cherrybark Drive, South 46°50'18" West, a distance of 10.00 feet to a common corner with Fayette County, Kentucky (Fayette County Fire Station No. 12 - no deed reference found);

Thence with the northerly property line of Fayette County, Kentucky, South 43°09'42" East, a distance of 100.00 feet to a point;

Thence continuing with the easterly property line of Fayette County, Kentucky, South 46°50'18" West, a distance of 5.24 feet to the **TRUE POINT OF BEGINNING**;

Thence leaving the easterly property line of Fayette County, Kentucky, with a new permanent sanitary sewer easement line through the lands of Robert E. Milward for two (2) calls:

- 1) South 43°11'21" East, a distance of 39.97 feet to a point; and
- 2) South 45°14'47" East, a distance of 10.16 feet to a point;

Thence with an existing sanitary sewer easement line, South 20°54'57" East, a distance of 24.27 feet to a point;

Thence with a new temporary sanitary sewer construction easement line for two (2) calls:

- 1) North 45°14'47" West, a distance of 32.46 feet to a point; and
- 2) North 43°11'21" West, a distance of 40.15 feet to a point in the easterly property line of the aforesaid Fayette County, Kentucky;

Thence with the easterly property line of Fayette County, Kentucky, North 46°50'18" East, a distance of 10.00 feet to the **TRUE POINT OF BEGINNING**; the above-described parcel containing 614 square feet or 0.014 acres, more or less, of temporary easement; and

Tracts C and D being a portion of the same property conveyed to Robert E. Milward, a married person, his heirs and assigns, forever, by Quitclaim Deed dated October 20, 2023, of record in Deed Book 4043, Page 70, 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.

TOGETHER with the right to use the above-described easements during the time the sanitary sewer is being constructed, repaired or reconstructed, with the right of ingress and egress upon said easements as may be reasonably necessary for the construction and maintenance of said project.

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, or maintenance thereof.

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 his 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 the Grantee, its successors and assigns forever, that he is lawfully seized in fee simple of said property and has good right to sell and convey the easements as herein done, and he will **WARRANT GENERALLY** said title.

The obtaining of this easement was authorized by Resolution 308-2023, passed by the Lexington-Fayette Urban County Council on June 15, 2023. 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.

ROBERT E. MILWARD, a married person

BY:

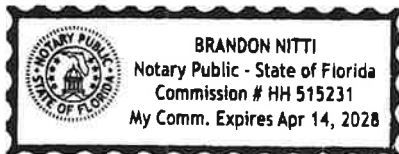

ROBERT E. MILWARD
FLDL M463765360SO
Exp: 2/10/2031 Iss: 2/21/2024

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This instrument was acknowledged, subscribed and sworn to before me by Robert E. Milward, a married person, on this the 17th day of January, 2025.



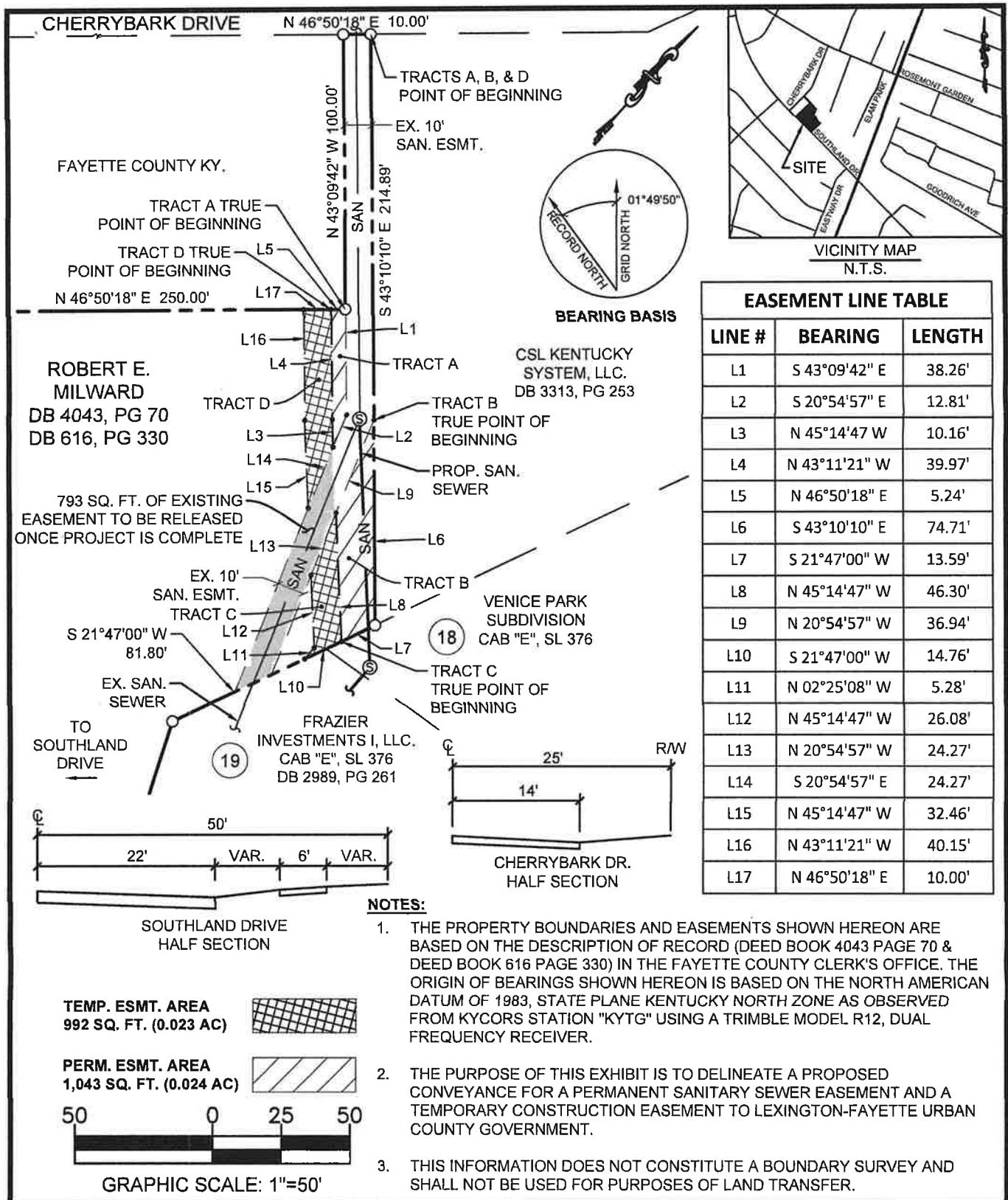
B. N.

Notary Public, Florida, State-at-Large

My Commission Expires: 04/14/2028

PREPARED BY:

EVAN P. THOMPSON,
Attorney Sr.
Lexington-Fayette Urban
County Government
Department of Law, 11th Floor
200 East Main Street
Lexington, Kentucky 40507
(859) 258-3500



SANITARY SEWER EASEMENT EXHIBIT
ROBERT E. MILWARD
391 SOUTHLAND DRIVE
WOLF RUN TRUNK G SEWER IMPROVEMENTS
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
LEXINGTON, KENTUCKY

SA
STRAND
ASSOCIATES®
EXHIBIT A
 NOVEMBER 2024
 2815.298