

**GRANT OF EASEMENT**

This **EASEMENT** is made and entered into this 16 day of July, 2013, by and between **G. KENNEDY ENGLE AND NANCY L. ENGLE, husband and wife**, 600-A Camino Drive, Lexington, Kentucky 40502 ("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 Eighteen Dollars and Twenty-Five Cents (\$518.25)**, 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 temporary right to grade, excavate, alter, construct, install, re-grade, repair and perform other work for the purpose of sanitary sewer improvements, installation and relocation, 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:

**Temporary Construction Easement, No. 1**  
**(a portion of 600 Camino Drive)**  
**Shadeland East/Ecton Park**  
**Sanitary Sewer Improvement Project**

A Temporary Construction Easement being more particularly described as follows, to wit:

Commencing at the southeastern property corner, corner to Susan Rose (Deed Book 1917, Page 78), G. Kennedy and Nancy Engle (Deed Book 1921, Page 351), and J. David and Beth Porter (Deed Book 1329, Page 499); thence with the property line of Susan Rose and G. Kennedy and Nancy Engle, leaving the property line of J. David and Beth Porter,

Michael Keith Horn  
LFUCG Department of Law  
200 East Main Street, 11<sup>th</sup> Floor  
Lexington, Kentucky 40507

North 82°15'02" West, 2.58 feet to the **Point of Beginning**; thence North 82°15'02" West 15.08 feet to a point common with the existing sanitary easement, said point being South 82°15'02" East, 149.56 feet from the property corner of G. Kennedy and Nancy L. Engle, Susan Rose, and the Right-of-Way of Camino Drive; thence leaving said property line through the lands of G. Kennedy and Nancy Engle with the existing sanitary easement, North 29°53'14" East, 18.03 feet to a point in the property line of J. David and Beth Porter and G. Kennedy and Nancy Engle; thence leaving the existing easement with said property line, South 25°17'34" East, 17.02 feet to a point; thence leaving said property line through the lands of G. Kennedy and Nancy Engle, South 29°51'25" West, 2.63 feet to the **Point of Beginning**, containing 144 square feet or 0.003± acres; and

Being a portion of the same property conveyed to G. Kennedy Engle and Nancy L. Engle, husband and wife, by deed dated July 1, 1997, and recorded in Deed Book 1921, Page 351, in the Fayette County Clerk's Office.

**Temporary Construction Easement, No. 2**  
**(a portion of 600 Camino Drive)**  
**Shadeland East/Ecton Park**  
**Sanitary Sewer Improvement Project**

A Temporary Construction Easement being more particularly described as follows, to wit:

Commencing at the southeastern property corner, corner to Susan Rose (Deed Book 1917, Page 78), G. Kennedy and Nancy Engle (Deed Book 1921, Page 351), and J. David and Beth Porter (Deed Book 1329, Page 499); thence with the property line of Susan Rose and G. Kennedy and Nancy Engle, leaving the property line of J. David and Beth Porter, North 82°15'02" West, 30.61 feet to the **Point of Beginning**; thence North 82°15'02" West, 15.14 feet to a point, said point being South 82°15'02" East, 121.47 feet from the property corner of G. Kennedy and Nancy L. Engle, Susan Rose, and the Right-of-Way of Camino Drive; thence leaving said property line through the lands of G. Kennedy and Nancy Engle, North 29°51'25" East, 46.73 feet to a point in the property line of J. David and Beth Porter and G. Kennedy and Nancy Engle; thence with said property line, South 25°17'34" East, 17.11 feet to a point, common with the existing sanitary easement; thence leaving said property line through the lands

of G. Kennedy and Nancy Engle with the existing sanitary easement, South 29°53'14" West, 31.26 feet to the **Point of Beginning**, containing 547 square feet or 0.013± acres; and

Being a portion of the same property conveyed to G. Kennedy Engle and Nancy L. Engle, husband and wife, by deed dated July 1, 1997, and recorded in Deed Book 1921, Page 351, in the Fayette County Clerk's Office.

**TO HAVE AND TO HOLD** the above-described easement 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 will expire upon completion of the construction of the improvement project on the land adjacent to this easement, runs with the land for the duration of the improvement project on the adjacent land, and is binding upon the heirs and assigns of the Grantor.

Grantors 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 easement conveyed herein, and that they **WARRANT GENERALLY** said title.

Grantors shall have the full right to use the surface of the land lying over said temporary 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 temporary easement without the prior written consent of the Grantee.

The obtaining of this easement was authorized by Resolution No. 385-2012 passed by the Lexington-Fayette Urban County Council on July 10, 2012. Pursuant to

KRS 382.135(2)(a), this public utility easement is exempt from the requirements related to certificate of consideration. This conveyance is exempt from real estate transfer tax pursuant to KRS 142.050.

IN TESTIMONY WHEREOF, the parties have signed this Easement, the day and year first above written.

GRANTORS:

BY: G. Kennedy Engle  
G. KENNEDY ENGLE

BY: Nancy L. Engle  
NANCY L. ENGLE

COMMONWEALTH OF KENTUCKY )  
  )  
COUNTY OF FAYETTE )

The foregoing Easement was subscribed, sworn to and acknowledged before me by G. Kennedy Engle and Nancy L. Engle, husband and wife, on this the 16 day of July, 2013.

My commission expires: 5-3-17

Mischelle Love 488673  
Notary Public, State-At-Large, Kentucky

PREPARED BY:

Michael Keith Horn  
Michael Keith Horn  
Managing Attorney  
Lexington-Fayette Urban  
County Government  
Department of Law  
200 East Main Street, 11<sup>TH</sup> Floor  
Lexington, Kentucky 40507  
(859) 258-3500

X:\Cases\WATER-AIR\12-RE0273\REV00389636.DOC

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: DOUG BRADLEY ,dc

201309300012

September 30, 2013                      8:39:32      AM

Fees	\$20.00	Tax	\$ .00
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Total Paid	\$20.00
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**THIS IS THE LAST PAGE OF THE DOCUMENT**

5 Pages

643 - 647



Lexington-Fayette Urban County Government  
DEPARTMENT OF LAW

Jim Gray  
Mayor

Janet M. Graham  
Commissioner

To: Meredith Nelson, Council Clerk  
Council Clerk's Office

From: Department of Law

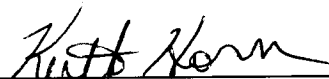
Date: October 2, 2013

Re: Temporary Easement  
(600 and 602 Camino Drive)  
(944 Turkey Foot Road)  
Log No. 12-RE00273

Enclosed are the original recorded easements conveying temporary easements across the above-referenced properties to the Urban County Government for the Shadeland East/Ecton Park Sanitary Sewer Improvement Project. Please file the easement with the authorizing legislation, Resolution No. 385-2012.

Since these are temporary easements, there are no Asset Acquisition forms for the properties.

If you have any questions, please let me know.

  
\_\_\_\_\_  
Keith Horn  
Managing Attorney

VariousTemporary EasementProperties(Memo to Nelson)/00410539

**GRANT OF EASEMENT**

This **EASEMENT** is made and entered into this 19<sup>th</sup> day of July, 2013, by and between **PATSY D. STICE, a widow**, 604 Galaxie Drive, Lexington, Kentucky 40502 ("Grantor"), 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 **Three Thousand One Hundred Ninety-Two Dollars and Seventy-Five Cents (\$3,192.75)**, and other good and valuable consideration, 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, 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 Easement**  
**(a portion of 604 Galaxie Drive)**  
**Shadeland East/Ecton Park**  
**Sanitary Sewer Improvement Project**

A Permanent Easement being more particularly described as follows, to wit:

Commencing at the **Point of Beginning**, corner to G. Wendell and Patsy Stice (Deed Book 1336, Page 33), William and Margo Clem (Deed Book 1245, Page 643), and the City of Lexington, Kentucky (Deed Book 1094, Page 630); thence with the property line of G. Wendell and Patsy Stice and

Michael Keith Horn  
 LFUCG Department of Law  
 200 East Main Street, 11<sup>th</sup> Floor  
 Lexington, Kentucky 40507

William and Margo Clem, North 62°53'10" West, 40.78 feet to a point; thence leaving said line through the lands of G. Wendell and Patsy Stice, North 33°37'26" East, 110.56 feet to a point in the line of G. Wendell and Patsy Stice and Lewis Paisley (Deed Book 2253, Page 83), said point being South 59°00'42" East, 29.40 feet from the property corner of G. Wendell and Patsy Stice, Lewis Paisley, and Michael and Gail Kanarek (Deed Book 1450, Page 50); thence with said line, South 59°00'42" East, 20.02 feet to a point; thence leaving said line through the lands of G. Wendell and Patsy Stice, South 33°37'26" West, 101.30 feet to a point, thence South 42°42'48" East, 21.09 feet to a point in the line of the City of Lexington, Kentucky and G. Wendell and Patsy Stice; thence with said line, South 30°59'18" West, 0.58 feet to the **Point of Beginning**, containing 2,284 square feet or 0.052± acres; and

Being a portion of the same property conveyed to G. Wendell Stice and Patsy D. Stice, husband and wife, by Deed dated February 29, 1984, of record in Deed Book 1336, Page 33, in the Fayette County Clerk's Office. Said G. Wendell Stice (also known as George Wendell Stice) died testate March 25, 2013 by Will of record in Will Book 318, Page 684, in the Fayette County Clerk's Office. By the terms of said Will, the property was devised to his wife, Patsy D. Stice in fee simple.

**FURTHER**, for and in consideration of the foregoing sum, 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, the temporary right to excavate, grade, construct, alter, regrade 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, No. 1**  
**(a portion of 604 Galaxie Drive)**  
**Shadeland East/Ecton Park**  
**Sanitary Sewer Improvement Project**

A Temporary Construction Easement being more particularly described as follows, to wit:

Commencing at the southeastern property corner, corner to G. Wendell and Patsy Stice (Deed Book 1336, Page 33), William and Margo Clem (Deed Book 1245, Page 643), and the City of Lexington, Kentucky (Deed Book 1094, Page 630); thence with the property line of G. Wendell and Patsy



Stice and William and Margo Clem, North 62°53'10" West, 40.78 feet to the **Point of Beginning**; thence North 62°53'10" West, 10.06 feet to a point; thence leaving said line through the lands of G. Wendell and Patsy Stice, North 33°37'26" East, 111.24 feet to a point in the line of G. Wendell and Patsy Stice and Lewis Paisley (Deed Book 2253, Page 83), said point being South 59°00'42" East, 19.39 feet from the property corner of G. Wendell and Patsy Stice, Lewis Paisley, and Michael and Gail Kanarek (Deed Book 1450, Page 50); thence with said line, South 59°00'42" East, 10.01 feet to a point; thence leaving said line through the lands of G. Wendell and Patsy Stice, South 33°37'26" West, 110.56 feet to the **Point of Beginning**, containing 1,109 square feet or 0.025± acres; and

Being a portion of the same property conveyed to G. Wendell Stice and Patsy D. Stice, husband and wife, by Deed dated February 29, 1984, of record in Deed Book 1336, Page 33, in the Fayette County Clerk's Office. Said G. Wendell Stice (also known as George Wendell Stice) died testate March 25, 2013 by Will of record in Will Book 318, Page 684, in the Fayette County Clerk's Office. By the terms of said Will, the property was devised to his wife, Patsy D. Stice in fee simple.

**Temporary Construction Easement, No. 2**  
**(a portion of 604 Galaxie Drive)**  
**Shadeland East/Ecton Park**  
**Sanitary Sewer Improvement Project**

A Temporary Construction Easement being more particularly described as follows, to wit:

Commencing at the southeastern property corner, corner to G. Wendell and Patsy Stice (Deed book 1336, Page 33), William and Margo Clem (Deed Book 1245, Page 643), and the City of Lexington, Kentucky (Deed Book 1094, Page 630); thence with the property line of G. Wendell and Patsy Stice and the City of Lexington, Kentucky, North 30°59'18" East, 0.58 feet to the **Point of Beginning**; thence leaving said line through the lands of G. Wendell and Patsy Stice, North 42°42'48" West, 21.09 feet to a point; thence North 33°37'26" East, 101.30 feet to a point in the line of G. Wendell and Patsy Stice and Lewis Paisley (Deed Book 2253, Page 83), said point being South 59°00'42" East, 49.42 feet from the property corner of G. Wendell and Patsy Stice, Lewis Paisley, and Michael and Gail Kanarek (Deed Book 1450, Page 50); thence with said line, South 59°00'42" East, 10.01 feet to a point; thence leaving said line through

the lands of G. Wendell and Patsy Stice, South 33°37'26" West, 93.90 feet to a point; thence South 42°42'48" East, 10.30 feet to a point in the line of G. Wendell and Patsy Stice and the City of Lexington, Kentucky; thence with said line, South 30°59'18" West, 10.42 feet to the **Point of Beginning**, containing 1,133 square feet or 0.026± acres; and

Being a portion of the same property conveyed to G. Wendell Stice and Patsy D. Stice, husband and wife, by Deed dated February 29, 1984, of record in Deed Book 1336, Page 33, in the Fayette County Clerk's Office. Said G. Wendell Stice (also known as George Wendell Stice) died testate March 25, 2013 by Will of record in Will Book 318, Page 684, in the Fayette County Clerk's Office. By the terms of said Will, the property was devised to his wife, Pasty D. Stice in fee simple.

**TO HAVE AND TO HOLD** the above-described easement 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 will expire upon completion of the construction of the improvement project on the land adjacent to this easement, runs with the land for the duration of the improvement project on the adjacent land, and is binding upon the heirs and assigns of the Grantor.


Grantor does hereby covenant to and with said Grantee, its successors and assigns forever, that she is lawfully seized in fee simple of said property and have good right to sell and convey the easements conveyed herein, and that she will **WARRANT GENERALLY** said title.

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 the prior written consent of the Grantee.

The obtaining of this easement was authorized by Resolution No. 385-2012 passed by the Lexington-Fayette Urban County Council on July 10, 2012. Pursuant to



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: DOUG BRADLEY ,dc

201309300011

September 30, 2013                      8:39:17    AM

Fees	\$23.00	Tax	\$ .00
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Total Paid	\$23.00
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**THIS IS THE LAST PAGE OF THE DOCUMENT**

6 Pages

637 - 642



Lexington-Fayette Urban County Government  
DEPARTMENT OF LAW

Jim Gray  
Mayor

Janet M. Graham  
Commissioner

To: Meredith Nelson, Council Clerk  
Council Clerk's Office

From: Department of Law

Date: October 2, 2013

Re: Easement and Asset Acquisition Form  
(604, 608, 612, 616, 620, 624, and 628 Galaxie Drive)  
(940, 941, and 945 Turkey Foot Road)  
(632, 928, 929, and 933 The Curtilage)  
Log No. 12-RE00273

Enclosed are the original recorded easements conveying permanent easements across the above-referenced properties to the Urban County Government for the Shadeland East/Ecton Park Sanitary Sewer Improvement Project. Please file the easements with the authorizing legislation, Resolution No. 385-2012.

Also enclosed are the completed Asset Acquisition forms for the properties. After you have signed and dated the form, please forward them to Kim Bryan in the Department of Finance.

If you have any questions, please let me know.

Keith Horn  
Managing Attorney

Enclosures

cc: Kim Bryan, Department of Finance  
Beth Florence, Department of Finance

VariousProperties(Memo to Nelson)/00410501

**GRANT OF EASEMENT**

This **EASEMENT** is made and entered into this 17<sup>th</sup> day of July, 2013, by and between **WILLIAM R. CLEM AND MARGO HAINES CLEM, husband and wife**, 608 Galaxie Drive, Lexington, Kentucky 40502 ("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 One Dollars and Seventy-Five Cents (\$801.75)**, 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 Easement, No. 1**  
**(a portion of 608 Galaxie Drive)**  
**Shadeland East/Ecton Park**  
**Sanitary Sewer Improvement Project**

A Permanent Easement being more particularly described as follows, to wit:

Commencing at the **Point of Beginning**, corner to Joseph and Karen Lanford (Deed Book 1285, Page 671), William and Margo Clem (Deed Book 1245, Page 643), and the City of Lexington, Kentucky (Deed Book 1094, Page 630); thence with the property line of Joseph and Karen Lanford and

Michael Keith Horn  
 LFUCG Department of Law  
 200 East Main Street, 11<sup>th</sup> Floor  
 Lexington, Kentucky 40507

William and Margo Clem, North 73°24'20" West, 5.73 feet to a point, said point being South 73°24'20" East, 172.67 feet from the property corner of Joseph and Karen Lanford, William and Margo Clem, and the Right-of-Way of Galaxie Drive; thence leaving said line through the lands of William and Margo Clem, North 73°05'02' East, 5.08 feet to a point; thence North 20°13'48" East, 2.79 feet to a point in the line of William and Margo Clem and the City of Lexington, Kentucky; thence with said line, South 73°17'24" West, 5.74 feet to the **Point of Beginning**, containing 10 square feet or 0.0002± acres; and

Being a portion of the same property conveyed to William R. Clem and Margo Haines Clem, husband and wife, by Deed dated January 31, 1980, of record in Deed Book 1245, Page 643, in the Fayette County Clerk's Office.

**Permanent Easement, No. 2**  
**(a portion of 608 Galaxie Drive)**  
**Shadeland East/Ecton Park**  
**Sanitary Sewer Improvement Project**

A Permanent Easement being more particularly described as follows, to wit:

Commencing at the **Point of Beginning**, corner to G. Wendell and Patsy Stice (Deed Book 1336, Page 33), William and Margo Clem (Deed Book 1245, Page 643), and the City of Lexington, Kentucky (Deed Book 1094, Page 630); thence with the property line of the city of Lexington, Kentucky and William and Margo Clem, South 30°59'18" West, 20.25 feet to a point; thence leaving said line through the lands of William and Margo Clem, North 42°42'48" West, 42.65 feet to a point; thence North 33°37'26" East, 5.53 feet to a point in the line of William and Margo Clem and G. Wendell and Patsy Stice, said point being South 62°53'10" East, 133.02 feet from the property corner of G. Wendell and Patsy Stice, William and Margo Clem, and the Right-of-Way of Galaxie Drive; thence with said line, South 62°53'10" East, 40.78 feet to the **Point of Beginning**, containing 526 square feet or 0.012± acres; and

Being a portion of the same property conveyed to William R. Clem and Margo Haines Clem, husband and wife, by Deed dated January 31, 1980, of record in Deed Book 1245, Page 643, in the Fayette County Clerk's Office.

**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, regrade 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 608 Galaxie Drive)**  
**Shadeland East/Ecton Park**  
**Sanitary Sewer Improvement Project**

A Temporary Construction Easement being more particularly described as follows, to wit:

Commencing at the southeastern property corner, corner to Joseph and Karen Lanford (Deed Book 1285, Page 671), William and Margo Clem (Deed Book 1245, Page 643), and the City of Lexington, Kentucky (Deed Book 1094, Page 630); thence with the property line of Joseph and Karen Lanford and William and Margo Clem, North 73°24'20" West, 5.73 feet to the **Point of Beginning**; thence North 73°24'20" West, 22.64 feet to a point; thence leaving said line through the lands of William and Margo Clem, North 73°05'02" East, 17.74 feet to a point; thence North 20°13'48" East, 58.50 feet to a point; thence North 42°42'48" West, 46.14 feet to a point; thence North 33°37'26" East, 12.25 feet to a point in the line of G. Wendell and Patsy Stice (Deed Book 1336, Page 33) and William and Margo Clem, said point being South 62°53'10" East, 122.96 feet from the property corner of G. Wendell and Patsy Stice, William and Margo Clem, and the Right-of-Way of Galaxie Drive; thence with said line, South 62°53'10" East, 10.06 feet to a point; thence leaving said line through the lands of William and Margo Clem, South 33°37'26" West, 5.53 feet to a point; thence South 42°42'48" East, 42.65 feet to a point in the line of William and Margo Clem and the City of Lexington, Kentucky; thence with said line, South 30°59'18" West, 34.82 feet to a point; thence South 33°17'24" West, 36.21 feet to a point; thence leaving said line through the lands of William and Margo Clem, South 20°13'48" West, 2.79 feet to a point; thence South 73°05'02" West, 5.08 feet to the **Point of Beginning**, containing 1,069 square feet or 0.025± acres; and

Being a portion of the same property conveyed to William R. Clem and Margo Haines Clem, husband and wife, by Deed dated January 31, 1980, of record in Deed Book 1245, Page 643, in the Fayette County Clerk's Office.

**TO HAVE AND TO HOLD** the above-described easement 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 will expire upon completion of the construction of the improvement project on the land adjacent to this easement, runs with the land for the duration of the improvement project on the adjacent land, and is binding upon the heirs and assigns of the Grantors.

Grantors 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.

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.

The obtaining of this easement was authorized by Resolution No. 385-2012 passed by the Lexington-Fayette Urban County Council on July 10, 2012. Pursuant to KRS 382.135(2)(a), this public utility easement is exempt from the requirements related to certificate of consideration. This conveyance is exempt from real estate transfer tax pursuant to KRS 142.050.

**IN TESTIMONY WHEREOF**, the parties have signed this Easement, the day and year first above written.

GRANTORS:

BY: William R Clem  
WILLIAM R. CLEM

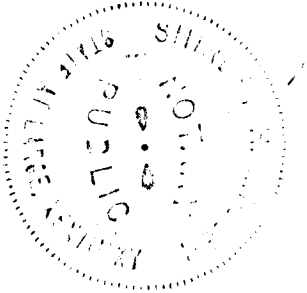
BY: Margo Haines Clem  
MARGO HAINES CLEM

COMMONWEALTH OF KENTUCKY )  
 )  
COUNTY OF FAYETTE )

The foregoing Easement was subscribed, sworn to and acknowledged before me by William R. Clem and Margo Haines Clem, husband and wife, on this the 17<sup>th</sup> day of July, 2013.

My commission expires: Jan 28, 2014

Shirley H Miller  
Notary Public, State-At-Large, Kentucky  
ID # 412664



PREPARED BY:

Michael Keith Horn  
Michael Keith Horn  
Managing Attorney  
Lexington-Fayette Urban County Government  
Department of Law  
200 East Main Street, 11<sup>th</sup> Floor  
Lexington, Kentucky 40507  
(859) 258-3500

X:\Cases\WATER-AIR\12-RE0273\REV00390103.DOC

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: DOUG BRADLEY ,dc

201309300013

September 30, 2013                      8:39:50      AM

Fees	\$23.00	Tax	\$0.00
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Total Paid	\$23.00
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**THIS IS THE LAST PAGE OF THE DOCUMENT**

6 Pages

648 - 653

**GRANT OF EASEMENT**

This **EASEMENT** is made and entered into this 17<sup>th</sup> day of July, 2013, by and between **JOSEPH W. LANFORD AND KAREN S. LANFORD, husband and wife**, 612 Galaxie Drive, Lexington, Kentucky 40502 ("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 Thousand Four Hundred Three Dollars and Seventy-Five Cents (\$5,403.75)**, 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 Easement**  
**(a portion of 612 Galaxie Drive)**  
**Shadeland East/Ecton Park**  
**Sanitary Sewer Improvement Project**

A Permanent Easement being more particularly described as follows, to wit:

Commencing at the **Point of Beginning**, corner to Joseph and Karen Lanford (Deed Book 1285, Page 671), William and Margo Clem (Deed Book 1245, Page 643), and the City of Lexington, Kentucky (Deed Book 1094, Page 630); thence with the property line of Joseph and Karen Lanford and the

Michael Keith Horn  
LFUCG Department of Law  
200 East Main Street, 11<sup>th</sup> Floor  
Lexington, Kentucky 40507

City of Lexington, Kentucky, South 33°17'24' West, 12.61 feet to a point; thence leaving said line through the lands of Joseph and Karen Lanford, South 73°05'02" West, 15.43 feet to a point; thence South 18°29'39' West, 76.47 feet to a point in the line of Joseph and Karen Lanford and Roy and Norma Walton (Deed Book 2051, Page 28), said point being South 83°53'30" East, 156.98 feet from the property corner of Joseph and Karen Lanford, Roy and Norma Walton, and the Right-of-Way of Galaxie Drive; thence with said line, North 83°53'30' West, 15.36 feet to a point; thence leaving said line through the lands of Joseph and Karen Lanford, North 18°29'39" East, 87.51 feet to a point; thence North 73°05'02" East, 22.75 feet to a point in the line of Joseph and Karen Lanford and William and Margo Clem; thence with said line, South 73°24'20" East, 5.73 feet to the **Point of Beginning**, containing 1,552 square feet or 0.036± acres; and

Being a portion of the same property conveyed to Joseph W. Lanford and Karen S. Lanford, husband and wife, by Deed dated December 15, 1981, of record in Deed Book 1285, Page 671, in the Fayette County Clerk's Office.

**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, regrade 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, No. 1**  
**(a portion of 612 Galaxie Drive)**  
**Shadeland East/Ecton Park**  
**Sanitary Sewer Improvement Project**

A Temporary Construction Easement being more particularly described as follows, to wit:

Commencing at the northeastern property corner, corner to Joseph and Karen Lanford (Deed Book 1285, Page 671), William and Margo Clem (Deed Book 1245, Page 643), and the City of Lexington, Kentucky (Deed Book 1094, Page 630); thence with the property line of Joseph and Karen Lanford and the City of Lexington, Kentucky, South 37°17'24" West, 12.61 feet to the **Point of Beginning**; thence South 37°17'24" West, 13.32 feet to a point; thence

leaving said line through the lands of Joseph and Karen Lanford, South 73°05'02" West, 4.38 feet to a point; thence South 18°29'39" West, 67.28 feet to a point in the line of Joseph and Karen Lanford and Roy and Norma Walton (Deed Book 2051, Page 28), said point being South 83°53'30" East, 169.78 feet from the property corner of Joseph and Karen Lanford, Roy and Norma Walton, and the Right-of-Way of Galaxie Drive; thence with said line, North 83°53'30" West, 12.80 feet to a point; thence leaving said line through the lands of Joseph and Karen Lanford, North 18°29'39" East, 76.47 feet to a point; thence North 73°05'02" East, 15.43 feet to the **Point of Beginning**, containing 1,022 square feet or 0.023± acres; and

Being a portion of the same property conveyed to Joseph W. Lanford and Karen S. Lanford, husband and wife, by Deed dated December 15, 1981, of record in Deed Book 1285, Page 671, in the Fayette County Clerk's Office.

**Temporary Construction Easement, No. 2**  
**(a portion of 612 Galaxie Drive)**  
**Shadeland East/Ecton Park**  
**Sanitary Sewer Improvement Project**

A Temporary Construction Easement being more particularly described as follows, to wit:

Commencing at the northeastern property corner, corner to Joseph and Karen Lanford (Deed Book 1285, Page 671), William and Margo Clem (Deed Book 1245, Page 643), and the City of Lexington, Kentucky (Deed Book 1094, Page 630); thence with the property line of Joseph and Karen Lanford and William and Margo Clem, North 73°24'20" West, 5.73 feet to the **Point of Beginning**; thence leaving said line through the lands of Joseph and Karen Lanford, South 73°05'02" West, 22.75 feet to a point; thence South 18°29'39" West, 87.51 feet to a point in the line of Joseph and Karen Lanford and Roy and Norma Walton (Deed Book 2051, Page 28), said point being South 83°53'30" East, 141.62 feet from the property corner of Joseph and Karen Lanford, Roy and Norma Walton, and the Right-of-Way of Galaxie Drive; thence with said line, North 83°53'30" West, 12.80 feet to a point; thence leaving said line through the lands of Joseph and Karen Lanford, North 18°29'39" East, 96.70 feet to a point; thence North 73°05'02" East, 10.32 feet to a point in the line of Joseph and Karen Lanford and William and Margo Clem; thence with said line, South 73°24'20" East, 22.64 feet to the **Point of Beginning**, containing 1,358 square feet or 0.031± acres; and

Being a portion of the same property conveyed to Joseph W. Lanford and Karen S. Lanford, husband and wife, by Deed dated December 15, 1981, of record in Deed Book 1245, Page 671, in the Fayette County Clerk's Office.

**TO HAVE AND TO HOLD** the above-described easement 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 will expire upon completion of the construction of the improvement project on the land adjacent to this easement, runs with the land for the duration of the improvement project on the adjacent land, and is binding upon the heirs and assigns of the Grantors.

Grantors 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.

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.

The obtaining of this easement was authorized by Resolution No. 385-2012 passed by the Lexington-Fayette Urban County Council on July 10, 2012. Pursuant to KRS 382.135(2)(a), this public utility easement is exempt from the requirements related to certificate of consideration. This conveyance is exempt from real estate transfer tax pursuant to KRS 142.050.

**IN TESTIMONY WHEREOF**, the parties have signed this Easement, the day and year first above written.

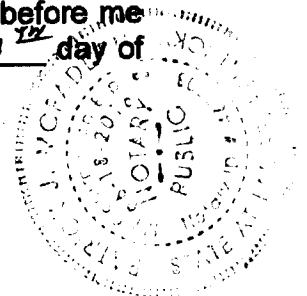
GRANTORS:

BY: Joseph W. Lanford  
JOSEPH W. LANFORD

BY: Karen S. Lanford  
KAREN S. LANFORD

COMMONWEALTH OF KENTUCKY )  
 )  
COUNTY OF FAYETTE )

The foregoing Easement was subscribed, sworn to and acknowledged before me by Joseph W. Lanford and Karen S. Lanford, husband and wife, on this the 17<sup>th</sup> day of JULY, 2013.



My commission expires: JUNE 18, 2016

Patricia McFadden ID# 468903  
Notary Public, State-At-Large, Kentucky

PREPARED BY:

Michael Keith Horn  
Michael Keith Horn  
Managing Attorney  
Lexington-Fayette Urban County Government  
Department of Law  
200 East Main Street, 11<sup>th</sup> Floor  
Lexington, Kentucky 40507  
(859) 258-3500

X:\Cases\WATER-AIR\12-RE0273\REV00390107.DOC



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: DOUG BRADLEY ,dc

201309300007

September 30, 2013                      8:38:05      AM

Fees	\$23.00	Tax	\$ .00
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Total Paid	\$23.00
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**THIS IS THE LAST PAGE OF THE DOCUMENT**

6 Pages

611 - 616

**GRANT OF EASEMENT**

This **EASEMENT** is made and entered into this 12<sup>th</sup> day of September 2013, by and between **NORMA S. WALTON AS SUCCESSOR TRUSTEE FOR THE ROY C. WALTON REVOCABLE TRUST, AND NORMA S. WALTON AS TRUSTEE FOR THE NORMA S. WALTON REVOCABLE TRUST**, 616 Galaxie Drive, Lexington, Kentucky 40502 ("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 Thousand Three Hundred Nine Dollars and Twenty-Five Cents (\$8,309.25)**, 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 Easement**  
**(a portion of 616 Galaxie Drive)**  
**Shadeland East/Ecton Park**  
**Sanitary Sewer Improvement Project**

A Permanent Easement being more particularly described as follows, to wit:

Commencing at the northeastern property corner, corner to

Michael Keith Horn  
LFUCG Department of Law  
200 East Main Street, 11<sup>th</sup> Floor  
Lexington, Kentucky 40507

Joseph and Karen Lanford (Deed Book 1285, Page 671), Roy and Norma Walton (Deed Book 2051, Page 28), and the acres; and the City of Lexington, Kentucky (Deed Book 1094, Page 630); thence with the property line of Joseph and Karen Lanford and Roy and Norma Walton, North 83°53'30" West, 34.58 feet to the **Point of Beginning**; thence leaving said line through the lands of Roy and Norma Walton, South 18°29'39" West, 7.87 feet to a point; thence South 00°48'33" East, 111.75 feet to a point in the line of Bertrand Sparrow (Deed Book 2651, Page 364) and Roy and Norma Walton, said point being South 86°42'36" East, 163.55 feet from the property corner of Bertrand Sparrow, Roy and Norma Walton, and the Right-of-Way of Galaxie Drive; thence with said line, North 86°42'36" West, 15.04 feet to a point; thence leaving said line through the lands of Roy and Norma Walton, North 00°48'33" West, 113.23 feet to a point; thence North 18°29'39" East, 7.13 feet to a point in the line of Joseph and Karen Lanford and Roy and Norma Walton; thence with said line, South 83°53'30" East, 15.36 feet to the **Point of Beginning**, containing 1,800 square feet or 0.041± acres; and

Being a portion of the same property conveyed to Roy G. Walton, Trustee under the Roy G. Walton Revocable Trust Agreement dated June 12, 1998 and Norma S. Walton, Trustee under the Norma S. Walton Revocable Trust Agreement dated June 12, 1998, by Deed dated February 17, 1999, of record in Deed Book 2051, Page 16, in the Fayette County Clerk's Office. Said Roy G. Walton died testate a resident of Lexington, Fayette County, Kentucky on May 3, 2010. Norma S. Walton was appointed successor Trustee to the Roy G. Walton Revocable Trust by Order of the District Court, Probate Division, on August 24, 2010.

**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, regrade and perform related work for °across the following tract of land located within the confines of Lexington-Fayette County, Kentucky, to-wit:

**Temporary Construction Easement, No. 1**  
**(a portion of 616 Galaxie Drive)**  
**Shadeland East/Ecton Park**  
**Sanitary Sewer Improvement Project**

A Temporary Construction Easement being more particularly described as follows, to wit:

Commencing at the northeastern property corner, corner to Joseph and Karen Lanford (Deed Book 1285, Page 671), Roy and Norma Walton (Deed Book 2051, Page 28), and the City of Lexington, Kentucky (Deed Book 1094, Page 630); thence with the property line of Joseph and Karen Lanford and Roy and Norma Walton, North 83°53'30" West, 21.78 feet to the **Point of Beginning**; thence leaving said line through the lands of Roy and Norma Walton, South 18°29'39" West, 8.49 feet to a point; thence South 00°48'33" East, 110.52 feet to a point in the line of Bertrand Sparrow (Deed Book 2651, Page 364) and Roy and Norma Walton, said point being South 86°42'36" East, 176.09 feet from the property corner of Bertrand Sparrow, Roy and Norma Walton, and the Right-of-Way of Galaxie Drive; thence with said line, North 86°42'36" West, 12.53 feet to a point; thence leaving said line through the lands of Roy and Norma Walton, North 00°48'33" West, 111.75 feet to a point; thence North 18°29'39" East, 7.87 feet to a point in the line of Joseph and Karen Lanford and Roy and Norma Walton; thence with said line, South 83°53'30" East, 12.80 feet to the **Point of Beginning**, containing 1,491 square feet or 0.034± acres; and

Being a portion of the same property conveyed to Roy G. Walton, Trustee under the Roy G. Walton Revocable Trust Agreement dated June 12, 1998 and Norma S. Walton, Trustee under the Norma S. Walton Revocable Trust Agreement dated June 12, 1998, by Deed dated February 17, 1999, of record in Deed Book 2051, Page 16, in the Fayette County Clerk's Office. Said Roy G. Walton died testate a resident of Lexington, Fayette County, Kentucky on May 3, 2010. Norma S. Walton was appointed successor Trustee to the Roy G. Walton Revocable Trust by Order of the District Court, Probate Division, on August 24, 2010.

**Temporary Construction Easement, No. 2**  
**(a portion of 616 Galaxie Drive)**  
**Shadeland East/Ecton Park**  
**Sanitary Sewer Improvement Project**

A Temporary Construction Easement being more particularly described as follows, to wit:

Commencing at the northeastern property corner, corner to Joseph and Karen Lanford (Deed Book 1285, Page 671), Roy and Norma Walton (Deed Book 2051, Page 28), and the City of Lexington, Kentucky (Deed Book 1094, Page 630); thence with the property line of Joseph and Karen Lanford

and Roy and Norma Walton, North 83°53'30" West, 49.94 feet to the **Point of Beginning**; thence leaving said line through the lands of Roy and Norma Walton, South 18°29'39" West, 7.13 feet to a point; thence South 00°48'33' East, 113.23 feet to a point in the line of Bertrand Sparrow (Deed Book 2651, Page 364) and Roy and Norma Walton, said point being South 86°42'36" East, 148.52 feet from the property corner of Bertrand Sparrow, Roy and Norma Walton, and the Right-of-Way of Galaxie Drive; thence with said line, North 86°42'36' West, 12.53 feet to a point; thence leaving said line through the lands of Roy and Norma Walton, North 00°48' 33" West, 114.46 feet to a point; thence North 18°29'39" East, 6.51 feet to a point in the line of Joseph and Karen Lanford and Roy and Norma Walton; thence with said line, South 83°53'30" East, 12.80 feet to the **Point of Beginning**, containing 1,508 square feet or 0.035± acres; and

Being a portion of the same property conveyed to Roy G. Walton, Trustee under the Roy G. Walton Revocable Trust Agreement dated June 12, 1998 and Norma S. Walton, Trustee under the Norma S. Walton Revocable Trust Agreement dated June 12, 1998, by Deed dated February 17, 1999, of record in Deed Book 2051, Page 16, in the Fayette County Clerk's Office. Said Roy G. Walton died testate a resident of Lexington, Fayette County, Kentucky on May 3, 2010. Norma S. Walton was appointed successor Trustee to the Roy G. Walton Revocable Trust by Order of the District Court, Probate Division, on August 24, 2010.

**TO HAVE AND TO HOLD** the above-described easement 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 will expire upon completion of the construction of the improvement project on the land adjacent to this easement, runs with the land for the duration of the improvement project on the adjacent land, and is binding upon the heirs and assigns of the Grantors.

Grantors 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.

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.

The obtaining of this easement was authorized by Resolution No. 385-2012 passed by the Lexington-Fayette Urban County Council on July 10, 2012. Pursuant to KRS 382.135(2)(a), this public utility easement is exempt from the requirements related to certificate of consideration. This conveyance is exempt from real estate transfer tax pursuant to KRS 142.050.

**IN TESTIMONY WHEREOF**, the parties have signed this Easement, the day and year first above written.

**GRANTORS:**

BY: *Norma S. Walton*  
 NORMA S. WALTON AS  
 SUCCESSOR TRUSTEE FOR THE  
 ROY G. WALTON REVOCABLE  
 TRUST

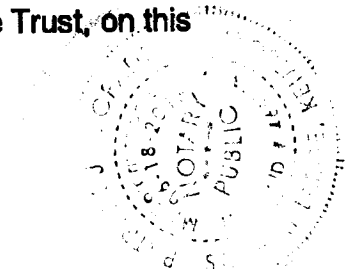
BY: *Norma S. Walton*  
 NORMA S. WALTON AS  
 TRUSTEE FOR THE  
 NORMA S. WALTON  
 REVOCABLE TRUST

COMMONWEALTH OF KENTUCKY    )  
   )  
 COUNTY OF FAYETTE                    )

The foregoing Easement was subscribed, sworn to and acknowledged before me by Norma S. Walton as Successor Trustee for the Roy G. Walton Revocable Trust, on this the 12<sup>th</sup> day of SEPTEMBER, 2013.

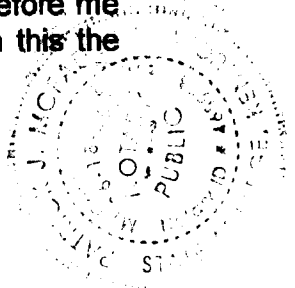
My commission expires: JUNE 18, 2016

*Patricia McFadden* #0 468903  
 Notary Public, State-At-Large, Kentucky



COMMONWEALTH OF KENTUCKY )  
 )  
COUNTY OF FAYETTE )

The foregoing Easement was subscribed, sworn to and acknowledged before me by Norma S. Walton as Trustee for the Norma S. Walton Revocable Trust, on this the 17<sup>th</sup> day of SEPTEMBER, 2013.



My commission expires: JUNE 18, 2016

*J. M. C. F. A. B. E. S. I. D. 468903*  
Notary Public, State-At-Large, Kentucky

PREPARED BY:

*Michael Keith Horn*

Michael Keith Horn  
Managing Attorney  
Lexington-Fayette Urban County Government  
Department of Law  
200 East Main Street, 11<sup>th</sup> Floor  
Lexington, Kentucky 40507  
(859) 258-3500

X:\Cases\WATER-AIR\12-RE0273\REV00390133.DOC

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: DOUG BRADLEY ,dc

201309300003

September 30, 2013                      8:36:43      AM

Fees	\$26.00	Tax	\$ .00
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Total Paid	\$26.00
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**THIS IS THE LAST PAGE OF THE DOCUMENT**

7 Pages

585 - 591



**GRANT OF EASEMENT**

This **EASEMENT** is made and entered into this 11<sup>th</sup> day of July, 2013, by and between **BERTRAND D. SPARROW AND BEVERLY T. SPARROW, husband and wife**, 620 Galaxie Drive, Lexington, Kentucky 40502 ("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 Thousand Seven Hundred Thirty-Two Dollars and Twenty-Five Cents (\$8,732.25)**, 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 Easement**  
**(a portion of 620 Galaxie Drive)**  
**Shadeland East/Ecton Park**  
**Sanitary Sewer Improvement Project**

A Permanent Easement being more particularly described as follows, to wit:

Commencing at the northeastern property corner, corner to Bertrand Sparrow (Deed Book 2651, Page 364), Roy and Norma Walton (Deed book 2051, Page 28), and the City of

Michael Keith Horn  
LFUCG Department of Law  
200 East Main Street, 11<sup>th</sup> Floor  
Lexington, Kentucky 40507

Lexington, Kentucky (Deed Book 1094, Page 630); thence with the property line of Bertrand Sparrow and Roy and Norma Walton, North 86°42'36" West, 28.62 feet to the **Point of Beginning**; thence leaving said line through the lands of Bertrand Sparrow, South 00°48'33" East, 124.70 feet to a point; thence South 11°03'01" East, 0.64 feet to a point in the line of Carey and Laura Cavanaugh (Deed Book 2830, Page 211) and Bertrand Sparrow, said point being South 86° 42'36" East, 172.63 feet from the property corner of Carey and Laura Cavanaugh, Bertrand Sparrow, and the Right-of-Way of Galaxie Drive; thence with said line, North 86°42'36" West, 15.15 feet to a point; thence leaving said line through the lands of Bertrand Sparrow, North 00°48'33" West, 125.32 feet to a point in the line of Bertrand Sparrow and Roy and Norma Walton; thence with said line, South 86°42'36" East, 15.04 feet to the **Point of Beginning**, containing 1,880 square feet or 0.043± acres; and

Being a portion of the same property conveyed to Bertrand D. Sparrow, husband and wife, by Deed dated June 12, 2006, of record in Deed Book 2651, Page 364, in the Fayette County Clerk's Office.

**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, regrade 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, No. 1**  
**(a portion of 620 Galaxie Drive)**  
**Shadeland East/Ecton Park**  
**Sanitary Sewer Improvement Project**

A Temporary Construction Easement being more particularly described as follows, to wit:

Commencing at the northeastern property corner, corner to Bertrand Sparrow (Deed Book 2651, Page 364), Roy and Norma Walton (Deed Book 2051, Page 28), and the City of Lexington, Kentucky (Deed Book 1094, Page 630); thence with the property line of Bertrand Sparrow and Roy and Norma Walton, North 86°42'36" West, 16.08 feet to the **Point of Beginning**; thence leaving said line through the

lands of Bertrand Sparrow, South 00°48'33" East, 122.69 feet to a point; thence South 11°03'01" East, 2.71 feet to a point in the line of Carey and Laura Cavanaugh (Deed Book 2830, Page 211) and Bertrand Sparrow, said point being South 86°42'36" East, 185.53 feet from the property corner of Carey and Laura Cavanaugh, Bertrand Sparrow, and the Right-of-Way of Galaxie Drive; thence with said line, North 86°42'36" West, 12.90 feet to a point; thence leaving said line through the lands of Bertrand Sparrow, North 11°03'01" West, 0.64 feet to a point; thence North 00°48'33" West, 124.70 feet to a point in the line of Bertrand Sparrow and Roy and Norma Walton; thence with said line, South 86°42'36" East, 12.53 feet to the **Point of Beginning**, containing 1,567 square feet or 0.036± acres; and

Being a portion of the same property conveyed to Bertrand D. Sparrow and Beverly T. Sparrow, husband and wife, by Deed dated June 12, 2006, of record in Deed Book 2651, Page 364, in the Fayette County Clerk's Office.

**Temporary Construction Easement, No. 2**  
**(a portion of 620 Galaxie Drive)**  
**Shadeland East/Ecton Park**  
**Sanitary Sewer Improvement Project**

A Temporary Construction Easement being more particularly described as follows, to wit:

Commencing at the northeastern property corner, corner to Bertrand Sparrow (Deed Book 2651, Page 364), Roy and Norma Walton (Deed Book 2051, Page 28), and the City of Lexington, Kentucky (Deed Book 1094, Page 630); thence with the property line of Bertrand Sparrow and Roy and Norma Walton, North 86°42'36" West, 43.65 feet to the **Point of Beginning**; thence leaving said line through the lands of Bertrand Sparrow, South 00°48'33" East, 125.32 feet to a point in the line of Carey and Laura Cavanaugh (Deed Book 2830, Page 211) and Bertrand Sparrow, said point being South 86°42'36" East, 157.47 feet from the property corner of Carey and Laura Cavanaugh, Bertrand Sparrow, and the Right-of-Way of Galaxie Drive; thence with said line, North 86°42'36" West, 5.51 feet to a point; thence leaving said line through the lands of Bertrand Sparrow, North 00°48'33" West, 125.32 feet to a point in the line of Bertrand Sparrow and Roy and Norma Walton; thence with said line, South 86°42'36" East, 5.51 feet to the **Point of Beginning**, containing 1,566 square feet or 0.036± acres; and

Being a portion of the same property conveyed to Bertrand D. Sparrow and Beverly T. Sparrow, husband and wife, by Deed dated June 12, 2006, of record in Deed Book 2651, Page 364, in the Fayette County Clerk's Office.

**TO HAVE AND TO HOLD** the above-described easement 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 will expire upon completion of the construction of the improvement project on the land adjacent to this easement, runs with the land for the duration of the improvement project on the adjacent land, and is binding upon the heirs and assigns of the Grantors.

Grantors 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.

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.

The obtaining of this easement was authorized by Resolution No. 385-2012 passed by the Lexington-Fayette Urban County Council on July 10, 2012. Pursuant to KRS 382.135(2)(a), this public utility easement is exempt from the requirements related to certificate of consideration. This conveyance is exempt from real estate transfer tax pursuant to KRS 142.050.

**IN TESTIMONY WHEREOF**, the parties have signed this Easement, the day and year first above written.



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: DOUG BRADLEY ,dc

201309300006

September 30, 2013                      8:37:46      AM

Fees	\$23.00	Tax	\$0.00
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Total Paid	\$23.00
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**THIS IS THE LAST PAGE OF THE DOCUMENT**

6 Pages

605 - 610

**GRANT OF EASEMENT**

This **EASEMENT** is made and entered into this 28 day of AUGUST, 2013, by and between **CAREY E. CAVANAUGH AND LAURA L. CAVANAUGH, husband and wife**, 624 Galaxie Drive, Lexington, Kentucky 40502 ("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 **Three Thousand One Hundred Eighty Dollars (\$3,180.00)**, 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 Easement**  
**(a portion of 624 Galaxie Drive)**  
**Shadeland East/Ecton Park**  
**Sanitary Sewer Improvement Project**

A Permanent Easement being more particularly described as follows, to wit:

Commencing at the **Point of Beginning**, corner to Carey and Laura Cavanaugh (Deed Book 2830, Page 211), Benson and Grace Miller (Deed Book 1368, Page 487), and the City of Lexington, Kentucky (Deed Book 1094, Page 630); thence with the property line of Carey and Laura Cavanaugh and

Michael Keith Horn  
LFUCG Department of Law  
200 East Main Street, 11<sup>th</sup> Floor  
Lexington, Kentucky 40507

Benson and Grace Miller, North 86°42'36" West, 3.07 feet to a point; thence leaving said line through the lands of Carey and Laura Cavanaugh, North 11°03'01" West, 127.17 feet to a point; thence North 00°48'33" West, 1.80 feet to a point in the line of Carey and Laura Cavanaugh and Bertrand Sparrow (Deed Book 2651, Page 364), said point being South 86°42'36" East, 157.47 feet from the property corner of Carey and Laura Cavanaugh, Bertrand Sparrow, and the Right-of-Way of Galaxie Drive; thence with said line, South 86°42'36" East, 15.15 feet to a point; thence leaving said line through the lands of Carey and Laura Cavanaugh, South 11°03'01" East, 78.91 feet to a point in the line of Carey and Laura Cavanaugh and the City of Lexington, Kentucky; thence with said line, South 03°17'24" West, 48.55 feet to the **Point of Beginning**, containing 1,633 square feet or 0.037± acres; and

Being a portion of the same property conveyed to Carey E. Cavanaugh and Laura L. Cavanaugh, husband and wife, by Deed dated August 29, 2008, of record in Deed Book 2830, Page 211, in the Fayette County Clerk's Office.

**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, regrade 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, No. 1**  
**(a portion of 624 Galaxie Drive)**  
**Shadeland East/Ecton Park**  
**Sanitary Sewer Improvement Project**

A Temporary Construction Easement being more particularly described as follows, to wit:

Commencing at the northeast property corner, corner to Bertrand Sparrow (Deed Book 2651, Page 364), Carey and Laura Cavanaugh (Deed Book 2830, Page 211), and the City of Lexington, Kentucky (Deed Book 1094, Page 630); thence with the property line of Bertrand Sparrow and Carey and Laura Cavanaugh, North 86°42'36" West 6.64 feet to the **Point of Beginning**; thence leaving said line through the lands of Carey and Laura Cavanaugh, South 11°03'01" East 26.81 feet to a point in the line of Carey and Laura



Cavanaugh and the City of Lexington, Kentucky; thence with said line, South 3°17'24" West, 50.47 feet to a point, said point being North 3°17'24" East, 48.55 feet from the property corner of Carey and Laura Cavanaugh, the City of Lexington, and Benson and Grace Miller (Deed Book 1368, Page 487); thence leaving said line through the lands of Carey and Laura Cavanaugh, North 11°03'01" West, 78.91 feet to a point in the line of Bertrand Sparrow and Carey and Laura Cavanaugh; thence with said line, South 86°42'36" East, 12.90 feet to the **Point of Beginning**, containing 661 square feet or 0.015± acres; and

Being a portion of the same property conveyed to Carey E. Cavanaugh and Laura L. Cavanaugh, husband and wife, by Deed dated August 29, 2008, of record in Deed Book 2830, Page 211, in the Fayette County Clerk's Office.

**Temporary Construction Easement, No. 2**  
**(a portion of 624 Galaxie Drive)**  
**Shadeland East/Ecton Park**  
**Sanitary Sewer Improvement Project**

A Temporary Construction Easement being more particularly described as follows, to wit:

Commencing at the northeastern property corner, corner to Bertrand Sparrow (Deed Book 2651, Page 364), Carey and Laura Cavanaugh (Deed Book 2830, Page 211), and the City of Lexington, Kentucky (Deed Book 1094, Page 630); thence with the property line of Bertrand Sparrow and Carey and Laura Cavanaugh, North 86°42'36" West, 34.70 feet to the **Point of Beginning**; thence leaving said line through the lands of Carey and Laura Cavanaugh, South 00°48'33" East, 1.80 feet to a point; thence South 11°03'01" East, 127.17 feet to a point in the line of Carey and Laura Cavanaugh and Benson and Grace Miller (Deed Book 1368, Page 487), said point being South 86°42'36" East, 189.10 feet from the property corner of Benson and Grace Miller, Carey and Laura Cavanaugh, and the Right-of-Way of Galaxie Drive; thence with said line, North 86°42'36" West, 26.62 feet to a point; thence leaving said line through the lands of Carey and Laura Cavanaugh, North 14°32'33" East, 30.76 feet to a point; thence North 11°03'01" West, 93.95 feet to a point; thence North 00°48'33" West, 3.82 feet to a point in the line of Bertrand Sparrow and Carey and Laura Cavanaugh; thence with said line, South 86°42'36" East, 12.53 feet to the **Point of Beginning**, containing 1,819 square feet or 0.042± acres; and

Being a portion of the same property conveyed to Carey E. Cavanaugh and Laura L. Cavanaugh, husband and wife, by Deed dated August 29, 2008, of record in Deed Book 2830, Page 211, in the Fayette County Clerk's Office.

**TO HAVE AND TO HOLD** the above-described easement 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 will expire upon completion of the construction of the improvement project on the land adjacent to this easement, runs with the land for the duration of the improvement project on the adjacent land, and is binding upon the heirs and assigns of the Grantors.

Grantors 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.

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.

During the construction period, a temporary chain link fence will be installed and maintained across the Grantor's rear property line to secure the pool area.

The Grantors agree that existing aluminum fencing will be removed during construction by the Grantee's contractor and/or sub-contractor. If the fence cannot be salvaged, it will be replaced by a fence of similar style, height and quality at the conclusion of the project. In addition, the manhole #10, as indicated on the construction plans, will be relocated from under the existing fence.

The Grantor's property will be restored to as good a condition or better than its



PREPARED BY:

*Michael Keith Horn*

Michael Keith Horn  
Managing Attorney  
Lexington-Fayette Urban County Government  
Department of Law  
200 East Main Street, 11<sup>th</sup> Floor  
Lexington, Kentucky 40507  
(859) 258-3500

X:\Cases\WATER-AIR\12-RE0273\RE\00390177.DOC

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: DOUG BRADLEY ,dc

201309300004

September 30, 2013                      8:37:05      AM

Fees	\$26.00	Tax	\$ .00
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Total Paid	\$26.00
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**THIS IS THE LAST PAGE OF THE DOCUMENT**

7 Pages

592 - 598

**GRANT OF EASEMENT**

This **EASEMENT** is made and entered into this 17 day of July, 2013, by and between **BENSON L. MILLER AND GRACE G. MILLER, husband and wife**, 628 Galaxie Drive, Lexington, Kentucky 40502 ("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");

**W I T N E S S E T H:**

That for and in consideration of the sum of **One Thousand Four Hundred Sixty-Eighty Dollars and Fifty Cents (\$1,468.50)**, 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 Easement**  
**(a portion of 628 Galaxie Drive)**  
**Shadeland East/Ecton Park**  
**Sanitary Sewer Improvement Project**

A Permanent Easement being more particularly described as follows, to wit:

Commencing at the **Point of Beginning**, corner to William Rea (Deed Book 1313, page 609), Benson and Grace Miller (Deed Book 1368, Page 487), and the City of Lexington, Kentucky (Deed Book 1094, Page 630); thence with the property line of William Rea and Benson and Grace Miller,

Michael Keith Horn  
LFUCG Department of Law  
200 East Main Street, 11<sup>th</sup> Floor  
Lexington, Kentucky 40507

North 81°30'37" West, 7.47 feet to a point; thence leaving said line through the lands of Benson and Grace Miller, North 6°44'02" East, 121.83 feet to a point; thence North 75°27'37" West, 20.04 feet to a point; thence North 14°32'33" East, 14.52 feet to a point in the line of Carey and Laura Cavanaugh (Deed Book 2830, Page 211) and Benson and Grace Miller, said point being South 86°42'36" East, 175.23 feet from the property corner of Carey and Laura Cavanaugh, Benson and Grace Miller, and the Right-of-Way of Galaxie Drive; thence with said line, South 86°42'36" East, 16.94 feet to a point corner to Carey and Laura Cavanaugh, Benson and Grace Miller, and the City of Lexington, Kentucky; thence with the line of Benson and Grace Miller and the City of Lexington, Kentucky, South 3°17'24" West, 140.43 feet to the **Point of Beginning**, containing 762 square feet or 0.017± acres; and

Being a portion of the same property conveyed to Benson L. Miller and Grace G. Miller, husband and wife, by Deed dated April 25, 1985, of record in Deed Book 1368, Page 487, in the Fayette County Clerk's Office.

**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, regrade 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 628 Galaxie Drive)**  
**Shadeland East/Ecton Park**  
**Sanitary Sewer Improvement Project**

A Temporary Construction Easement being more particularly described as follows, to wit:

Commencing at the southeastern property corner, corner to William Rea (Deed Book 1313, Page 609), Benson and Grace Miller (Deed Book 1368, Page 487), and the City of Lexington, Kentucky (Deed Book 1094, Page 630); thence with the property line of William Rea and Benson and Grace Miller, North 81°30'37" West, 7.47 feet to the **Point of Beginning**; thence North 81°30'37" West, 12.51 feet to a point; thence leaving said line through the lands of Benson and Grace Miller, North 6°44'02" East, 110.54 feet to a point;

thence North 75°27'27" West, 21.63 feet to a point; thence North 14°32'33" East, 24.53 feet to a point in the line of Carey and Laura Cavanaugh (Deed Book 2830, Page 211) and Benson and Grace Miller, said point being South 86°42'36" East, 162.48 feet from the property corner of Carey and Laura Cavanaugh, Benson and Grace Miller, and the Right-of-Way of Galaxie Drive; thence with said line, South 86°42'36" East, 12.75 feet to a point; thence leaving said line through the lands of Benson and Grace Miller, South 14°32'33" West, 14.52 feet to a point; thence South 75°27'27" East, 20.04 feet to a point; thence South 6°44'02" West, 121.92 feet to the **Point of Beginning**, containing 1,958 square feet or 0.045± acres; and

Being a portion of the same property conveyed to Benson L. Miller and Grace G. Miller, husband and wife, by Deed dated April 25, 1985, of record in Deed Book 1368, Page 487, in the Fayette County Clerk's Office.

**TO HAVE AND TO HOLD** the above-described easement 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 will expire upon completion of the construction of the improvement project on the land adjacent to this easement, runs with the land for the duration of the improvement project on the adjacent land, and is binding upon the heirs and assigns of the Grantors.

Grantors 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.

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.





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: DOUG BRADLEY ,dc

201309300015

September 30, 2013                      8:40:24      AM

Fees	\$20.00	Tax	\$ .00
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Total Paid	\$20.00
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**THIS IS THE LAST PAGE OF THE DOCUMENT**

5 Pages

659 - 663

**GRANT OF EASEMENT**

This **EASEMENT** is made and entered into this 17<sup>th</sup> day of July, 2013, by and between **J. DAVID PORTER AND BETH B. PORTER, husband and wife**, 928 The Curtilage, Lexington, Kentucky 40502 ("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");

**W I T N E S S E T H:**

That for and in consideration of the sum of **Thirteen Thousand Seven Hundred Ninety-Eight Dollars and Fifty Cents (\$13,798.50)**, 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 Easement**  
**(a portion of 928 The Curtilage)**  
**Shadeland East/Ecton Park**  
**Sanitary Sewer Improvement Project**

A Permanent Easement being more particularly described as follows, to wit:

Commencing at the southernmost property corner, corner with Susan Rose (Deed Book 1917, Page 78), J. David and Beth Porter (Deed Book 1329, Page 499), and G. Kennedy and Nancy L. Engle (Deed Book 1921, Page 351); thence with the property line of G. Kennedy and Nancy L. Engle and J. David

Michael Keith Horn  
LFUCG Department of Law  
200 East Main Street, 11<sup>th</sup> Floor  
Lexington, Kentucky 40507

and Beth Porter, leaving the property line of Susan Rose, North 25°17'34" West, 18.14 feet to the **Point of Beginning**; North 25°17'34" West, 18.28 feet to a point; thence leaving said property line through the lands of J. David and Beth Porter, North 29°51'25" East 62.58 feet to a point; thence North 31°11'06" West, 37.05 feet to a point; thence North 77°37'36" West, 31.10 feet to a point; thence North 12°22'24" East, 15.00 feet to a point; thence South 77°37'36" East, 37.54 feet to a point; thence South 31°11'06" East, 35.19 feet to a point; thence North 29°51'25" East, 69.71 feet to a point; thence North 08°46'07" East, 61.31 feet to a point; thence North 60°12'08" West, 50.10 feet to a point; thence North 29°47'42" East, 15.00 feet to a point; thence South 60°12'18" East, 46.75 feet to a point; thence North 22°39'27" East, 26.06 feet to a point; thence North 13°42'44" West, 15.56 feet to a point in the property line of William and Barbara Cooper (Deed Book 1340, Page 562) and J. David and Beth Porter, said point being South 62°06'30" East 142.89 feet from the property corner of William and Barbara Cooper, J. David and Beth Porter, and the Right-of-Way of The Curtilage; thence with said property line, South 62°06'30" East, 20.06 feet to a point; thence leaving said property line through the lands of J. David and Beth Porter, South 13°42'44" East, 7.17 feet to a point; thence South 22°39'27" West, 38.57 feet to a point; thence South 08°46'07" West, 68.34 feet to a point; thence South 29°51'25" West, 162.67 feet to the **Point of Beginning**, containing 5,861 square feet or 0.135± acres; and

Being a portion of the same property conveyed to J. David Porter and Beth B. Porter, husband and wife, by Deed dated November 15, 1983, of record in Deed Book 1329, Page 499 and by Deed dated September 26, 1989, of record in Deed Book 1536, Page 464 and by Deed dated June 6, 1989, of record in Deed Book 1513, Page 534, and by Deed dated June 24, 1992, of record in Deed Book 1636, Page 306, all referenced in the Fayette County Clerk's Office.

**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, regrade 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, No. 1**  
**(a portion of 928 The Curtilage)**  
**Shadeland East/Ecton Park**  
**Sanitary Sewer Improvement Project**

A Temporary Construction Easement being more particularly described as follows, to wit:

Commencing at the southernmost property corner, corner to Susan Rose (Deed Book 1917, Page 78), J. David and Beth Porter (Deed Book 1329, Page 499), and G. Kennedy and Nancy L. Engle (Deed Book 1921, Page 351); thence with the property line of G. Kennedy and Nancy L. Engle and J. David and Beth Porter, leaving the property line of Susan Rose, North 25°17'34" West, 2.91 feet to the **Point of Beginning**; thence North 25°17'34" West, 15.23 feet to a point; thence leaving said property line through the lands of J. David and Beth Porter, North 29°51'25" East, 162.67 feet to a point; thence North 08°46'07" East, 68.34 feet to a point; thence North 22°39'27" East, 31.20 feet to a point being South 57°47'42" East, 168.85 feet from the property corner to J. David and Beth Porter, William and Barbara Cooper (Deed Book 1340, Page 562), and the Right-of-Way of The Curtilage; thence South 67°20'33" East, 7.50 feet to a point; thence South 22°39'30" West, 30.28 feet to a point; thence South 08°46'07" West, 68.54 feet to a point in the property line of J. David and Beth Porter; thence with said property line, South 27°24'10" West, 119.13 feet to a point; thence leaving said property line through the lands of J. David and Beth Porter, South 29°51'25" West, 54.02 feet to the **Point of Beginning**, containing 2,542 square feet or 0.058± acres; and

Being a portion of the same property conveyed to J. David Porter and Beth B. Porter, husband and wife, by Deed dated November 15, 1983, of record in Deed Book 1329, Page 499 and by Deed dated September 26, 1989, of record in Deed Book 1536, Page 464 and by Deed dated June 6, 1989, of record in Deed Book 1513, Page 534, and by Deed dated June 24, 1992, of record in Deed Book 1636, Page 306, all referenced in the Fayette County Clerk's Office.

**Temporary Construction Easement, No. 2**  
**(a portion of 928 The Curtilage)**  
**Shadeland East/Ecton Park**  
**Sanitary Sewer Improvement Project**

A Temporary Construction Easement being more particularly described as follows, to wit:

Commencing at the southernmost property corner, corner to Susan Rose (Deed Book 1917, Page 78), J. David and Beth Porter (Deed Book 1329, Page 499), and G. Kennedy and Nancy L. Engle (Deed Book 1921, Page 351); thence with the property line of G. Kennedy and Nancy L. Engle and J. David and Beth Porter, leaving the property line of Susan Rose, North 25°17'34" West, 36.42 feet to the **Point of Beginning**; thence North 25°17'34" West, 15.23 feet to a point; thence leaving the property line through the lands of J. David and Beth Porter, North 29°51'25" East, 37.94 feet to a point; thence North 31°11'06" West, 25.25 feet to a point; thence North 77°37'36" West, 32.52 feet to a point; thence North 12°22'24" East, 55.00 feet to a point; thence South 77°37'36" East, 56.12 feet to a point; thence South 31°11'06" East, 18.41 feet to a point; thence North 29°51'25" East, 37.61 feet to a point; thence North 08°46'07" East, 63.79 feet to a point, said point being South 42°18'07" East, 154.17 feet from the property corner of J. David and Beth Porter, William and Barbara Cooper (Deed Book 1340, Page 562), and the Right-of-Way of The Curtilage; thence South 60°12'18" East, 13.39 feet to a point; thence South 08°46'07" West, 61.31 feet to a point; thence South 29°51'25" West, 69.71 feet to a point; thence North 31°11'06" West, 35.19 feet to a point; thence North 77°37'36" West, 37.54 feet to a point; thence South 12°22'24" West, 15.00 feet to a point; thence South 77°37'36" East, 31.10 feet to a point; thence South 31°11'06" East, 37.05 feet to a point; thence South 29°51'25" West, 62.58 feet to the **Point of Beginning**, containing 5,162 square feet or 0.119± acres; and

Being a portion of the same property conveyed to J. David Porter and Beth B. Porter, husband and wife, by Deed dated November 15, 1983, of record in Deed Book 1329, Page 499 and by Deed dated September 26, 1989, of record in Deed Book 1536, Page 464 and by Deed dated June 6, 1989, of record in Deed Book 1513, Page 534, and by Deed dated June 24, 1992, of record in Deed Book 1636, Page 306, all referenced in the Fayette County Clerk's Office.

**Temporary Construction Easement, No. 3**  
**(a portion of 928 The Curtilage)**  
**Shadeland East/Ecton Park**  
**Sanitary Sewer Improvement Project**

A Temporary Construction Easement being more particularly described as follows, to wit:

Commencing at the eastern property corner, common with William and Barbara Cooper (Deed Book 1340, Page 562)

and J. David and Beth Porter (Deed Book 1329, Page 499); thence with said property line, North 62°06'30" West, 121.59 feet to the **Point of Beginning**; thence leaving said property line through the lands of J. David and Beth Porter, South 13°42'44" East, 15.56 feet to a point; thence South 22°39'27" West, 26.06 feet to a point; thence North 60°12'18" West, 12.60 feet to a point; thence North 22°39'27" East, 20.39 feet to a point; thence North 13°42'44" West, 22.55 feet to a point in the property line of William and Barbara Cooper and J. David and Beth Porter, said point being South 62°06'30" East, 126.17 feet from the property corner of J. David and Beth Porter, William and Barbara Cooper (Deed Book 1340, Page 562), and the Right-of-Way of The Curtilage; thence with said property line, South 62°06'30" East, 16.72 feet to the **Point of Beginning**, containing 529 square feet or 0.012± acres; and

Being a portion of the same property conveyed to J. David Porter and Beth B. Porter, husband and wife, by Deed dated November 15, 1983, of record in Deed Book 1329, Page 499 and by Deed dated September 26, 1989, of record in Deed Book 1536, Page 464 and by Deed dated June 6, 1989, of record in Deed Book 1513, Page 534, and by Deed dated June 24, 1992, of record in Deed Book 1636, Page 306, all referenced in the Fayette County Clerk's Office.

**TO HAVE AND TO HOLD** the above-described easement 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 will expire upon completion of the construction of the improvement project on the land adjacent to this easement, runs with the land for the duration of the improvement project on the adjacent land, and is binding upon the heirs and assigns of the Grantors.


Grantors 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.

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





PREPARED BY:



**Michael Keith Horn**  
**Managing Attorney**  
**Lexington-Fayette Urban County Government**  
**Department of Law**  
**200 East Main Street, 11<sup>th</sup> Floor**  
**Lexington, Kentucky 40507**  
**(859) 258-3500**

X:\Cases\WATER-AIR\12-RE0273\REV00390756.DOC

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: DOUG BRADLEY ,dc

201309300008

September 30, 2013                      8:38:24      AM

Fees	\$29.00	Tax	\$ .00
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Total Paid	\$29.00
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**THIS IS THE LAST PAGE OF THE DOCUMENT**

8 Pages

617 - 624

**GRANT OF EASEMENT**

This **EASEMENT** is made and entered into this 13<sup>th</sup> day of July, 2013, by and between **TALBOTT F. TODD AND MARILYN R. TODD, husband and wife**, 929 The Curtilage, Lexington, Kentucky 40502 ("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");

**W I T N E S S E T H:**

That for and in consideration of the sum of **Four Thousand Six Hundred Thirty-Nine Dollars and Fifty Cents (\$4,639.50)**, 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 Easement**  
**(a portion of 929 The Curtilage)**  
**Shadeland East/Ecton Park**  
**Sanitary Sewer Improvement Project**

A Permanent Easement being more particularly described as follows, to wit:

Commencing at the eastern property corner, corner to William and Babara Cooper (Deed Book 1340, Page 562), Talbott and Marilyn Todd (Deed Book 1231, Page 623), and William Rea (Deed Book 1313, Page 609); thence with the property line of William and Barbara Cooper and Talbott and Marilyn Todd,

Michael Keith Horn  
LFUCG Department of Law  
200 East Main Street, 11<sup>th</sup> Floor  
Lexington, Kentucky 40507

leaving William Rea, South 59°28'56" West, 95.93 feet to the **Point of Beginning**; thence South 59°28'56" West, 17.38 feet to a point, said point being North 59°28'56" East, 136.48 feet from the property corner of William and Barbara Cooper, Talbott and Marilyn Todd, and the Right-of-Way of The Curtilage; thence leaving said property line through the lands of Talbott and Marilyn Todd, North 00°19'22" West, 9.76 feet to a point; thence North 08°38'37" East, 59.61 feet to a point; thence North 71°39'36" West, 13.12 feet to a point in the property line of William Rea and Talbott and Marilyn Todd; thence with said property line, South 81°24'56" East, 27.93 feet to a point; thence leaving said property line through the lands of Talbott and Marilyn Todd, South 08°38'37" West, 60.51 feet to the **Point of Beginning**, containing 1,005 square feet or 0.023± acres; and

Being a portion of the same property conveyed to Talbott F. Todd and Marilyn R. Todd, husband and wife, by Deed dated July 17, 1979, of record in Deed Book 1231, Page 623, in the Fayette County Clerk's Office.

**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, regrade 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, No. 1**  
**(a portion of 929 The Curtilage)**  
**Shadeland East/Ecton Park**  
**Sanitary Sewer Improvement Project**

A Temporary Construction Easement being more particularly described as follows, to wit:

Commencing at the eastern property corner, corner to William and Barbara Cooper (Deed Book 1340, Page 562), Talbott and Marilyn Todd (Deed Book 1231, Page 623), and William Rea (Deed Book 1313, Page 609); thence with the property line of William and Barbara Cooper and Talbott and Marilyn Todd, leaving William Rea, South 59°28'56" West, 79.81 feet to the **Point of Beginning**; thence South 59°28'56" West, 16.12 feet to a point, said point being North

59°28'56" East, 153.84 feet from the property corner of William and Barbara Cooper, Talbott and Marilyn Todd, and the Right-of-Way of The Curtilage; thence leaving said property line through the lands of Talbott and Marilyn Todd, North 08°38'37" East, 60.51 feet to a point in the property line of William Rea and Talbott and Marilyn Todd; thence with said property line, South 81°24'56" East, 12.50 feet to a point; thence leaving said property line through the lands of Talbott and Marilyn Todd, South 08°38'37" West, 50.34 feet to the **Point of Beginning**, containing 693 square feet or 0.016± acres; and

Being a portion of the same property conveyed to Talbott F. Todd and Marilyn R. Todd, husband and wife, by Deed dated July 17, 1979, of record in Deed Book 1231, Page 623, in the Fayette County Clerk's Office.

**Temporary Construction Easement, No. 2**  
**(a portion of 929 The Curtilage)**  
**Shadeland East/Ecton Park**  
**Sanitary Sewer Improvement Project**

A Temporary Construction Easement being more particularly described as follows, to wit:

Commencing at the eastern property corner, corner to William and Barbara Cooper (Deed Book 1340, Page 562), Talbott and Marilyn Todd (Deed Book 1231, Page 623), and William Rea (Deed Book 1313, Page 609); thence with the property line of William and Barbara Cooper and Talbott and Marilyn Todd, leaving William Rea, South 59°28'56" West, 113.32 feet to the **Point of Beginning**; thence South 59°28'56" West, 14.46 feet to a point, said point being North 59°28'56" East, 122.02 feet from the property corner of William and Barbara Cooper, Talbott and Marilyn Todd, and the Right-of-Way of The Curtilage; thence leaving said property line through the lands of Talbott and Marilyn Todd, North 00°19'22" West, 18.01 feet to a point; thence North 08°38'37" East, 62.72 feet to a point; thence South 71°39'36" East, 12.68 feet to a point; thence South 08°38'37" West, 59.61 feet to a point; thence South 00°16'22" East, 9.76 feet to the **Point of Beginning**, containing 938 square feet or 0.22± acres; and

Being a portion of the same property conveyed to Talbott F. Todd and Marilyn R. Todd, husband and wife, by Deed dated July 17, 1979, of record in Deed Book 1231, Page 623, in the Fayette County Clerk's Office.

**TO HAVE AND TO HOLD** the above-described easement 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 will expire upon completion of the construction of the improvement project on the land adjacent to this easement, runs with the land for the duration of the improvement project on the adjacent land, and is binding upon the heirs and assigns of the Grantors.

Grantors 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.

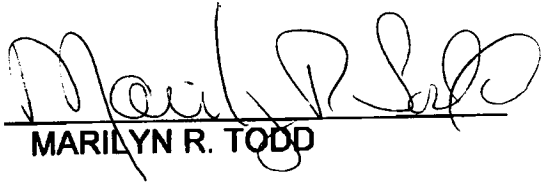
Grantors shall have the full right to use the surface of the land lying over said permanent easement for any purpose desired, provided such use will not interfere with the Grantee's free use of the easement herein granted and provided further that no building or structure shall be erected upon, across, over or through said permanent easement without the prior written consent of the Grantee.

The obtaining of this easement was authorized by Resolution No. 385-2012 passed by the Lexington-Fayette Urban County Council on July 10, 2012. Pursuant to KRS 382.135(2)(a), this public utility easement is exempt from the requirements related to certificate of consideration. This conveyance is exempt from real estate transfer tax pursuant to KRS 142.050.

**IN TESTIMONY WHEREOF**, the parties have signed this Easement, the day and year first above written.

GRANTORS:

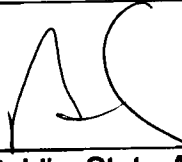
BY:   
TALBOTT F. TODD

BY:   
MARILYN R. TODD

COMMONWEALTH OF KENTUCKY )  
  )  
COUNTY OF FAYETTE         )

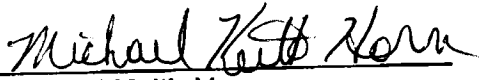
The foregoing Easement was subscribed, sworn to and acknowledged before me by Talbott F. Todd and Marilyn R. Todd, husband and wife, on this the 13 day of JULY, 2013.

My commission expires: 3-14-16

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



PREPARED BY:



Michael Keith Horn  
Managing Attorney  
Lexington-Fayette Urban County Government  
Department of Law  
200 East Main Street, 11<sup>th</sup> Floor  
Lexington, Kentucky 40507  
(859) 258-3500

X:\Cases\WATER-AIR\12-RE0273\REV\00390768.DOC

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: DOUG BRADLEY ,dc

201309300010

September 30, 2013                      8:39:02      AM

Fees	\$23.00	Tax	\$ .00
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Total Paid	\$23.00
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**THIS IS THE LAST PAGE OF THE DOCUMENT**

6 Pages

631 - 636



**GRANT OF EASEMENT**

This **EASEMENT** is made and entered into this 29 day of July, 2013,  
by and between **WILLIAM E. REA AND PAIGE S. REA, husband and wife**, 632 The  
Curtilage, Lexington, Kentucky 40502 ("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 **Six Thousand Seven Hundred Thirty-Eight Dollars and Seventy-Five Cents (\$6,738.75)**, 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 Easement**  
**(a portion of 632 The Curtilage)**  
**Shadeland East/Ecton Park**  
**Sanitary Sewer Improvement Project**

A Permanent Easement being more particularly described as follows, to wit:

Commencing at the northeastern property corner, corner to Talbott and Marilyn Todd (Deed Book 1231, Page 623), William Rea (Deed Book 1313, Page 609), and Lambert and Deloris Farmer (Deed Book 1588, Page 332); thence with the property line of Talbott and Marilyn Todd and William Rea,

Michael Keith Horn  
LFUCG Department of Law  
200 East Main Street, 11<sup>th</sup> Floor  
Lexington, Kentucky 40507

leaving Lambert and Deloris Farmer, South 81°24'56" East, 105.69 feet to the **Point of Beginning**; thence leaving said property line through the lands of William Rea, North 71°39'36" West, 3.32 feet to a point; thence North 18°20'24" East, 15.00 feet to a point; thence South 71°39'36" East, 13.56 feet to a point; thence North 06°44'02" East, 84.78 feet to a point in the property line of Benson and Grace Miller (Deed Book 1368, Page 487) and William Rea, said point being South 81°30'37" East, 185.49 feet from the property corner of William Rea, Benson and Grace Miller, and the Right-of-Way of The Curtilage; thence with said property line, South 81°30'37" East, 7.47 feet to a point, corner to Benson and Grace Miller, William Rea, and the City of Lexington, Kentucky (Deed Book 1094, Page 630); thence with the property line of William Rea and the City of Lexington, Kentucky, leaving Benson and Grace Miller, South 81°30'37" East, 7.53 feet to a point; thence leaving said property line through the lands of William Rea, South 06°44'02" West, 93.64 feet to a point; thence South 08°38'37" West, 4.21 feet to a point in the property line of Talbott and Marilyn Todd and William Rea; thence with said property line, North 81°24'56" West, 27.93 feet to the **Point of Beginning**, containing 1,678 square feet or 0.039± acres; and

Being a portion of the same property conveyed to William E. Rea, a married person, by Deed dated May 4, 1983, of record in Deed Book 1313, Page 609, in the Fayette County Clerk's Office. His wife, Barbara Sue Rea, died testate a resident of Lexington, Fayette County, Kentucky on July 5, 2002, vesting fee simple title to her husband, William E. Rea.

**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, regrade 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, No. 1**  
**(a portion of 632 The Curtilage)**  
**Shadeland East/Ecton Park**  
**Sanitary Sewer Improvement Project**

A Temporary Construction Easement being more particularly described as follows, to wit:

Commencing at the property corner, corner to Talbott and Marilyn Todd (Deed Book 1231, Page 623), William Rea (Deed Book 1313, Page 609), and Lambert and Deloris Farmer (Deed Book 1588, Page 332); thence with the property line of Talbott and Marilyn Todd and William Rea, leaving Lambert and Deloris Farmer, South 81°24'56" East, 133.62 feet to the Point of Beginning; thence leaving said property line through the lands of William Rea, North 08°38'37" East, 4.21 feet to a point; thence North 06°44'02" East, 93.64 feet to a point in the property line of the City of Lexington, Kentucky (Deed Book 1094, Page 630) and William Rea, said point being South 81°30'37" East, 7.53 feet from the property corner of the City of Lexington, William Rea, and Benson and Grace Miller (Deed Book 1368, Page 487); thence with said property line, South 81°30'37" East, 8.11 feet to a point; thence leaving said property line through the lands of William Rea, South 06°52'42" West, 50.21 feet to a point; thence South 00°54'23" East, 34.00 feet to a point; thence South 06°44'02" West, 9.69 feet to a point; thence South 8°38'27" West, 4.41 feet to a point in the property line of Talbott and Marilyn Todd and William Rea; thence with said property line, North 81°24'56" West, 12.50 feet to the Point of Beginning, containing 924 square feet or 0.021± acres; and

Being a portion of the same property conveyed to William E. Rea, a married person, by Deed dated May 4, 1983, of record in Deed Book 1313, Page 609, in the Fayette County Clerk's Office. His wife, Barbara Sue Rea, died testate a resident of Lexington, Fayette County, Kentucky on July 5, 2002, vesting fee simple title to her husband, William E. Rea.

**Temporary Construction Easement, No. 2**  
**(a portion of 632 The Curtilage)**  
**Shadeland East/Ecton Park**  
**Sanitary Sewer Improvement Project**

A Temporary Construction Easement being more particularly described as follows, to wit:

Commencing at the northeastern property corner, corner to the City of Lexington, Kentucky (Deed Book 1094, Page 630) and William Rea (Deed Book 1313, Page 609); thence with said property line North 81°30'37" West, 64.41 feet to a point in the property line, corner to the City of Lexington, William Rea, and Benson and Grace Miller (Deed Book 1368, Page 487); thence with William Rea and Benson and Grace Miller, North 81°30'37" West, 7.47 feet to the Point of

**Beginning**; thence leaving said property line through the lands of William Rea, South 06°44'02" West, 84.78 feet to a point; thence North 71°39'36" West, 12.76 feet to a point; thence North 06°44'02" East, 82.60 feet to a point in the property line of Benson and Grace Miller and William Rea, said point being South 81°30'37" East, 172.99 feet from the property corner of William Rea, Benson and Grace Miller, and the Right-of-Way of The Curtilage; thence with said property line, South 81°30'37" East, 12.51 feet to the **Point of Beginning**, containing 1,046 square feet or 0.024± acres; and

Being a portion of the same property conveyed to William E. Rea, a married person, by Deed dated May 4, 1983, of record in Deed Book 1313, Page 609, in the Fayette County Clerk's Office. His wife, Barbara Sue Rea, died testate a resident of Lexington, Fayette County, Kentucky on July 5, 2002, vesting fee simple title to her husband, William E. Rea.

**TO HAVE AND TO HOLD** the above-described easement together with all rights, privileges, appurtenances and improvements thereunto belonging unto Grantee, its successors and assigns forever, for the purposes and uses herein designated.

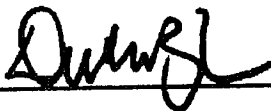
The above-described temporary construction easement will expire upon completion of the construction of the improvement project on the land adjacent to this easement, runs with the land for the duration of the improvement project on the adjacent land, and is binding upon the heirs and assigns of the Grantor.

Grantors 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.

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.



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: DOUG BRADLEY ,dc

201309300005

September 30, 2013                      8:37:26      AM

Fees	\$23.00	Tax	\$ .00
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Total Paid	\$23.00
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**THIS IS THE LAST PAGE OF THE DOCUMENT**

6 Pages

599 - 604

**GRANT OF EASEMENT**

This **EASEMENT** is made and entered into this 17 day of July, 2013, by and between **WILLIAM L. COOPER AND BARBARA COOPER, husband and wife**, 933 The Curtilage, Lexington, Kentucky 40502 ("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");

**W I T N E S S E T H:**

That for and in consideration of the sum of **Ten Thousand Seven Hundred Nine Dollars and Twenty-Five Cents (\$10,709.25)**, 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 Easement**  
**(a portion of 933 The Curtilage)**  
**Shadeland East/Ecton Park**  
**Sanitary Sewer Improvement Project**

A Permanent Easement being more particularly described as follows, to wit:

Commencing at the southeastern property corner, corner to J. David and Beth Porter (Deed Book 1329, Page 499) and William and Barbara Cooper (Deed Book 1340, Page 562); thence with said property line, North 62°06'30" West, 101.53 feet to the **Point of Beginning**; thence North 62°06'30" West,

Michael Keith Horn  
LFUCG Department of Law  
200 East Main Street, 11<sup>th</sup> Floor  
Lexington, Kentucky 40507

20.06 feet to a point; thence leaving said property line through the lands of William and Barbara Cooper, North 13°42'44" West, 37.93 feet to a point; thence North 00°19'22" West, 148.08 feet to a point in the property line of Talbott and Marilyn Todd (Deed Book 1231, Page 623) and William and Barbara Cooper, said point being North 59°28'56" East, 136.48 feet from the property corner of William and Barbara Cooper, Talbott and Marilyn Todd, and the Right-of-Way of The Curtilage; thence with said property line, North 59°28'56" East, 17.35 feet to a point; thence leaving said property line through the lands of William and Barbara Cooper, South 00°19'22" East, 155.05 feet to a point; thence South 13°42'44" East, 49.49 feet to the **Point of Beginning**, containing 2,928 square feet or 0.067± acres; and

Being a portion of the same property conveyed to William L. Cooper and Barbara Cooper, husband and wife, by Deed dated April 27, 1984, of record in Deed Book 1340, Page 562, in the Fayette County Clerk's Office.

**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, regrade 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, No. 1**  
**(a portion of 933 The Curtilage)**  
**Shadeland East/Ecton Park**  
**Sanitary Sewer Improvement Project**

A Temporary Construction Easement being more particularly described as follows, to wit:

Commencing at the southeastern property corner, corner to J. David and Beth Porter (Deed Book 1329, Page 499), William and Barbara Cooper (Deed Book 1340, Page 562); thence with said property line, North 62°06'30" West, 101.53 feet to a point; thence leaving the property line through the lands of William and Barbara Cooper, North 13°42'44" West, 30.40 feet to the **Point of Beginning**; thence North 13°42'44" West, 19.09 feet to a point; thence North 00°19'22" West, 155.05 feet to a point in the property line of



Talbott and Marilyn Todd (Deed Book 1231, Page 623) and William And Barbara Cooper, said point being North 59°28'56" East, 153.84 feet from the property corner of William and Barbara Cooper, Talbott and Marilyn Todd, and the Right-of-Way of The Curtilage; thence with said property line, North 59°28'56" East, 16.15 feet to a point; thence leaving said property line through the lands of William and Barbara Cooper, South 01°51'44" West, 38.28 feet to a point; thence South 05°19'34" West, 67.75 feet to a point; thence South 00°44'25" West, 76.08 feet to the **Point of Beginning**; containing 1,416 square feet or 0.033± acres; and

Being a portion of the same property conveyed to William L. Cooper and Barbara Cooper, husband and wife, by Deed dated April 27, 1984, of record in Deed Book 1340, Page 562, in the Fayette County Clerk's Office.

**Temporary Construction Easement, No. 2**  
**(a portion of 933 The Curtilage)**  
**Shadeland East/Ecton Park**  
**Sanitary Sewer Improvement Project**

A Temporary Construction Easement being more particularly described as follows, to wit:

Commencing at the southeastern property corner, corner to J. David and Beth Porter (Deed Book 1329, Page 499) and William and Barbara Cooper (Deed Book 1340, Page 623); thence with said property line, North 62°06'30" West, 121.59 feet to the **Point of Beginning**; thence North 62°06'30" West, 16.72 feet to a point; thence leaving said property line through the lands of William and Barbara Cooper, North 13°42'44" West, 28.30 feet to a point; thence North 00°19'22" West, 142.28 feet to a point in the property line of Talbott and Marilyn Todd (Deed Book 1231, Page 623) and William and Barbara Cooper, said point being North 59°28'56" East, 122.02 feet from the property corner of William and Barbara Cooper, Talbott and Marilyn Todd, and the Right-of-Way of The Curtilage; thence with said property line, North 59°28'56" East, 14.46 feet to a point; thence leaving said property line through the lands of William and Barbara Cooper, South 00°19'22" East, 148.08 feet to a point; thence South 13°42'44" East, 37.93 feet to the **Point of Beginning**, containing 2,228 square feet or 0.051± acres; and

Being a portion of the same property conveyed to William L. Cooper and Barbara Cooper, husband and wife, by Deed dated April 27, 1984, of record in Deed Book 1340, Page 562, in the Fayette County Clerk's Office.

**TO HAVE AND TO HOLD** the above-described easement 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 will expire upon completion of the construction of the improvement project on the land adjacent to this easement, runs with the land for the duration of the improvement project on the adjacent land, and is binding upon the heirs and assigns of the Grantors.

Grantors 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.

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.

The obtaining of this easement was authorized by Resolution No. 385-2012 passed by the Lexington-Fayette Urban County Council on July 10, 2012. Pursuant to KRS 382.135(2)(a), this public utility easement is exempt from the requirements related to certificate of consideration. This conveyance is exempt from real estate transfer tax pursuant to KRS 142.050.

**IN TESTIMONY WHEREOF**, the parties have signed this Easement, the day and year first above written.



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: DOUG BRADLEY ,dc

201309300009

September 30, 2013                      8:38:44      AM

Fees	\$23.00	Tax	\$ .00
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Total Paid	\$23.00
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**THIS IS THE LAST PAGE OF THE DOCUMENT**

6 Pages

625 - 630

**GRANT OF EASEMENT**

This **EASEMENT** is made and entered into this 31st day of July, 2013, by and between **DAVID H. GAUNCE AND JUDITH GAUNCE, husband and wife**, 940 Turkey Foot Road, Lexington, Kentucky 40502 ("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 **Seven Hundred Seventy-Six Dollars and Twenty-Five Cents (\$776.25)**, 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 Easement**  
**(a portion of 940 Turkey Foot Road )**  
**Shadeland East/Ecton Park**  
**Sanitary Sewer Improvement Project**

A Permanent Easement being more particularly described as follows, to wit:

Commencing at the northeastern property corner, corner to Perry and Frances Alexander (Deed Book 1529, Page 521), David and Judith Gaunce (Deed Book 1178, Page 283), and the Right-of-Way of Turkey Foot Road; thence leaving the Right-of-Way of Turkey Foot Road with the property line of

Michael Keith Horn  
LFUCG Department of Law  
200 East Main Street, 11<sup>th</sup> Floor  
Lexington, Kentucky 40507

Perry and Frances Alexander and David and Judith Gaunce, South 30°59'18" West, 118.00 feet to the **Point of Beginning**; thence South 30°59'18" West, 32.00 feet to a point corner to Perry and Frances Alexander, David and Judith Gaunce, and the City of Lexington, Kentucky (Deed Book 1094, Page 630); thence leaving Perry and Frances Alexander with the line of David and Judith Gaunce and the City of Lexington, Kentucky, North 59°00'42" West, 27.86 feet to a point; thence leaving said line through the lands of David and Judith Gaunce, North 72°01'53" East, 42.43 feet to the **Point of Beginning**, containing 446 square feet or 0.010± acres; and

Being a portion of the same property conveyed to David H. Gaunce and Judith Gaunce, husband and wife, by Deed dated August 9, 1977, of record in Deed Book 1178, Page 283, in the Fayette County Clerk's Office.

**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, regrade 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 940 Turkey Foot Road)**  
**Shadeland East/Ecton Park**  
**Sanitary Sewer Improvement Project**

A Temporary Construction Easement being more particularly described as follows, to wit:

Commencing at the northeast property corner, corner to Perry and Frances Alexander (Deed Book 1529, Page 521), David and Judith Gaunce (Deed Book 1178, Page 283), and the Right-of-Way of Turkey Foot Road; thence leaving the Right-of-Way of Turkey Foot Road with the property line of Perry and Frances Alexander and David and Judith Gaunce, South 30°59'18" West, 92.57 feet to the **Point of Beginning**; thence South 30°59'18" West, 25.43 feet to a point; thence leaving said line through the lands of David and Judith Gaunce, South 72°01'52" West, 42.43 feet to a point in the line of David and Judith Gaunce and the City of Lexington, Kentucky (Deed Book 1094, Page 630), said point being North 59°00'42" West, 27.86 feet from the property corner to

Perry and Frances Alexander, David and Judith Gaunce, and the City of Lexington, Kentucky; thence with said line, North 59°00'42" West, 16.57 feet to a point; thence leaving said line through the lands of David and Judith Gaunce, North 72°01'52" East 44.68 feet to a point; thence North 32°40'42" East, 24.17 feet to a point, thence South 57°19'18" East, 14.39 feet to the **Point of Beginning**, containing 910 square feet or 0.021± acres; and

Being a portion of the same property conveyed to David H. Gaunce and Judith Gaunce, husband and wife, by Deed dated August 9, 1977, of record in Deed Book 1178, Page 283, in the Fayette County Clerk's Office.

**TO HAVE AND TO HOLD** the above-described easement 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 will expire upon completion of the construction of the improvement project on the land adjacent to this easement, runs with the land for the duration of the improvement project on the adjacent land, and is binding upon the heirs and assigns of the Grantors.

Grantors 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.

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.

The obtaining of this easement was authorized by Resolution No. 385-2012 passed by the Lexington-Fayette Urban County Council on July 10, 2012. Pursuant to KRS 382.135(2)(a), this public utility easement is exempt from the requirements related





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: DOUG BRADLEY ,dc

201309300018

September 30, 2013                      8:41:13      AM

Fees	\$20.00	Tax	\$ .00
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Total Paid	\$20.00
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**THIS IS THE LAST PAGE OF THE DOCUMENT**

5 Pages

674 - 678

**GRANT OF EASEMENT**

This **EASEMENT** is made and entered into this 30 day of July, 2013, by and between **JIM M. CLIFTON, JR. AND MELISSA M. CLIFTON, husband and wife**, 941 Turkey Foot Road, Lexington, Kentucky 40502 ("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 **One Thousand Six Hundred Seven Dollars and Twenty-Five Cents (\$1,607.25)**, 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 Easement**  
**(a portion of 941 Turkey Foot Road )**  
**Shadeland East/Ecton Park**  
**Sanitary Sewer Improvement Project**

A Permanent Easement being more particularly described as follows, to wit:

Commencing at the **Point of Beginning**, corner to Jim and Melissa Clifton (Deed Book 2884, Page 180), Tyler and Elizabeth Nahra (Deed Book 2569, Page 406), and the Right-of-Way of Turkey Foot Road; thence leaving Tyler and Elizabeth Nahra with the property line of Jim and Melissa

Michael Keith Horn  
 LFUCG Department of Law  
 200 East Main Street, 11<sup>th</sup> Floor  
 Lexington, Kentucky 40507

Clifton and the Right-of-Way of Turkey Foot Road, North 58°59'12" West, 17.83 feet to a point; thence leaving said line through the lands of Jim and Melissa Clifton, North 32°40'42" East, 75.04 feet to a point; thence South 57°19'18" East, 15.66 feet to a point in the line of Tyler and Elizabeth Nahra and Jim and Melissa Clifton, said point being South 31°00'47" West, 70.53 feet from the north property corner of Tyler and Elizabeth Nahra and Jim and Melissa Clifton; thence with said line, South 31°00'47" West, 74.56 feet to the **Point of Beginning**, containing 1,252 square feet or 0.029± acres; and

Being a portion of the same property conveyed to Jim M. Clifton, Jr. and Melissa M. Clifton, husband and wife, by Deed dated July 6, 2009, of record in Deed Book 2884, Page 180, in the Fayette County Clerk's Office.

**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, regrade 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 941 Turkey Foot Road)**  
**Shadeland East/Ecton Park**  
**Sanitary Sewer Improvement Project**

A Temporary Construction Easement being more particularly described as follows, to wit:

Commencing at the southeastern property corner, corner to Jim and Melissa Clifton (Deed Book 2884, Page 180), Tyler and Elizabeth Nahra (Deed Book 2569, Page 406), and the Right-of-Way of Turkey Foot Road; thence leaving Tyler and Elizabeth Nahra with the property line of Jim and Melissa Clifton and the Right-of-Way of Turkey Foot Road, North 58°59'12" West, 17.83 feet to the **Point of Beginning**; thence North 58°29'12" West, 10.00 feet to a point; thence leaving said line through the lands of Jim and Melissa Clifton, North 32°40'42' East, 37.46 feet to a point; thence South 57°19'18" East, 10.00 feet to a point, said point being South 39°50'01" West, 109.23 feet from the north property corner of Jim and Melissa Clifton and Tyler and Elizabeth

Nahra; thence South 32°40'42" West, 37.17 feet to the **Point of Beginning**, containing 373 square feet or 0.009± acres; and

Being a portion of the same property conveyed to Jim M. Clifton, Jr. and Melissa M. Clifton, husband and wife, by Deed dated July 6, 2009, of record in Deed Book 2884, Page 180, in the Fayette County Clerk's Office.

**TO HAVE AND TO HOLD** the above-described easement 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 will expire upon completion of the construction of the improvement project on the land adjacent to this easement, runs with the land for the duration of the improvement project on the adjacent land, and is binding upon the heirs and assigns of the Grantors.

Grantors 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.

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.

The obtaining of this easement was authorized by Resolution No. 385-2012 passed by the Lexington-Fayette Urban County Council on July 10, 2012. Pursuant to KRS 382.135(2)(a), this public utility easement is exempt from the requirements related to certificate of consideration. This conveyance is exempt from real estate transfer tax pursuant to KRS 142.050.

**IN TESTIMONY WHEREOF**, the parties have signed this Easement, the day and



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: DOUG BRADLEY ,dc

201309300017

September 30, 2013                      8:40:57      AM

Fees	\$20.00	Tax	\$ .00
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Total Paid	\$20.00
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**THIS IS THE LAST PAGE OF THE DOCUMENT**

5 Pages

669 - 673

**GRANT OF EASEMENT**

This **EASEMENT** is made and entered into this 19 day of July, 2013, by and between **TYLER A. NAHRA AND ELIZABETH C. NAHRA, husband and wife**, 945 Turkey Foot Road, Lexington, Kentucky 40502 ("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 **One Thousand One Hundred Eighty-Four Dollars and Twenty-Five Cents (\$1,184.25)**, 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 Easement**  
**(a portion of 945 Turkey Foot Road )**  
**Shadeland East/Ecton Park**  
**Sanitary Sewer Improvement Project**

A Permanent Easement being more particularly described as follows, to wit:

Commencing at the **Point of Beginning**, corner to Jim and Melissa Clifton (Deed Book 2884, Page 180), Tyler and Elizabeth Nahra (Deed Book 2569, Page 406), and the Right-of-Way of Turkey Foot Road; thence leaving the Right-of-Way of Turkey Foot Road with the property line of Jim and Melissa

Michael Keith Horn  
 LFUCG Department of Law  
 200 East Main Street, 11<sup>th</sup> Floor  
 Lexington, Kentucky 40507

Clifton and Tyler and Elizabeth Nahra, North 31°00'47" East, 74.56 feet to a point, said point being South 31°00'47" West, 70.53 feet from the north property corner of Jim and Melissa Clifton and Tyler and Elizabeth Nahra; thence leaving said line through the lands of Tyler and Elizabeth Nahra, South 57°19'18" East, 4.34 feet to a point; thence South 32°40'42" West 74.46 feet to a point in the line of Tyler and Elizabeth Nahra and the Right-of-Way of Turkey Foot Road; thence with said line, North 58°59'12" West, 2.18 feet to the **Point of Beginning**, containing 243 square feet or 0.006± acres; and

Being a portion of the same property conveyed to Tyler A. Nahra and Elizabeth C. Nahra, husband and wife, by Deed dated July 18, 2005, of record in Deed Book 2569, Page 406, in the Fayette County Clerk's Office.

**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, regrade 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 945 Turkey Foot Road)**  
**Shadeland East/Ecton Park**  
**Sanitary Sewer Improvement Project**

A Temporary Construction Easement being more particularly described as follows, to wit:

Commencing at the southwestern property corner, corner to Jim and Melissa Clifton (Deed Book 2884, Page 180), Tyler and Elizabeth Nahra (Deed Book 2569, Page 406), and the Right-of-Way of Turkey Foot Road; thence leaving Jim and Melissa Clifton with the property line of Tyler and Elizabeth Nahra and the Right-of-Way of Turkey Foot Road, South 58°59'12" East, 2.18 feet to the **Point of Beginning**; thence leaving said line through the lands of Tyler and Elizabeth Nahra, North 32°40'42" East, 36.59 feet to a point; thence South 57°19'18" East, 10.00 feet to a point; thence South 32°40'42" West, 36.29 feet to a point in the line of Tyler and Elizabeth Nahra and the Right-of-Way of Turkey Foot Road, said point being North 58°59'12" West, 97.84 feet from the



property corner of Tyler and Elizabeth Nahra, Jack and Lois Edmiston (Deed Book 1159, Page 433), and the Right-of-Way of Turkey Foot Road; thence with said line, North 58°59'12" West, 10.00 feet to the **Point of Beginning**, containing 364 square feet or 0.008±; and

Being a portion of the same property conveyed to Tyler A. Nahra and Elizabeth C. Nahra, husband and wife, by Deed dated July 18, 2005, of record in Deed Book 2569, Page 406, in the Fayette County Clerk's Office.

**TO HAVE AND TO HOLD** the above-described easement 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 will expire upon completion of the construction of the improvement project on the land adjacent to this easement, runs with the land for the duration of the improvement project on the adjacent land, and is binding upon the heirs and assigns of the Grantors.

Grantors 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.

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.

The obtaining of this easement was authorized by Resolution No. 385-2012 passed by the Lexington-Fayette Urban County Council on July 10, 2012. Pursuant to KRS 382.135(2)(a), this public utility easement is exempt from the requirements related to certificate of consideration. This conveyance is exempt from real estate transfer tax pursuant to KRS 142.050.



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: DOUG BRADLEY ,dc

201309300016

September 30, 2013                      8:40:41      AM

Fees	\$20.00	Tax	\$ .00
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Total Paid	\$20.00
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**THIS IS THE LAST PAGE OF THE DOCUMENT**

5 Pages

664 - 668

**GRANT OF EASEMENT**

This **EASEMENT** is made and entered into this 15 day of July, 2013, by and between **NICHOLAS D. RING AND MAREN BROOKE RING, husband and wife**, 944 Turkey Foot Road, Lexington, Kentucky 40502 ("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 Thirty-Six Dollars and Twenty-Five Cents (\$836.25)**, 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 temporary right to grade, excavate, alter, construct, install, re-grade, repair and perform other work for the purpose of sanitary sewer improvements, installation and relocation, 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:

**Temporary Construction Easement, No. 1**  
**(a portion of 944 Turkey Foot Road)**  
**Shadeland East/Ecton Park**  
**Sanitary Sewer Improvement Project**

A Temporary Construction Easement being more particularly described as follows, to wit:

Commencing at the northwest property corner, corner to Nicholas and Maren Brooke Ring (Deed Book 3048, Page 225), David and Judith Gaunce (Deed Book 1178, Page 283), and the Right-of-Way of Turkey Foot Road; thence through the lands of Nicholas and Maren Brooke Ring, South 22°43'51" West, 83.02 feet to the Point of Beginning; thence South 57°19'18" East, 14.00 feet to a point; thence South

Michael Keith Horn  
LFUCG Department of Law  
200 East Main Street, 11<sup>th</sup> Floor  
Lexington, Kentucky 40507

32°40'42" West, 50.45 feet to a point; thence North 59°00'42" West, 14.01 feet to a point, said point being North 62°30'05" East, 19.94 feet from the property corner of Nicholas and Maren Brooke Ring, David and Judith Gaunce, and the City of Lexington, Kentucky (Deed Book 1094, Page 630); thence North 32°40'42" East, 50.86 feet to the **Point of Beginning**, containing 709 square feet or 0.016± acres; and

Being a portion of the same property conveyed to Nicholas D. Ring and Maren Brooke Ring, husband and wife, by deed dated December 27, 2011, and recorded in Deed Book 3048, Page 225, in the Fayette County Clerk's Office.

**Temporary Construction Easement, No. 2**  
**(a portion of 944 Turkey Foot Road)**  
**Shadeland East/Ecton Park**  
**Sanitary Sewer Improvement Project**

A Temporary Construction Easement being more particularly described as follows, to wit:

Commencing at the northeastern property corner to Nicholas and Maren Brooke Ring (Deed Book 3048, Page 225), the City of Lexington, Kentucky (Deed Book 1094, Page 630), and the Right-of-Way of Turkey Foot Road; thence leaving the Right-of-Way of Turkey Foot Road with the property line of Nicholas and Maren Brooke Ring and the City of Lexington, Kentucky, South 30°59'18" West, 115.00 feet to the **Point of Beginning**; thence South 30°59'18" West, 18.00 feet to a point, said point being North 30°59'18" East, 17.00 feet from the property corner of Nicholas and Maren Brooke Ring and the City of Lexington, Kentucky; leaving said line through the lands of Nicholas and Maren Brooke Ring, North 59°00'42" West, 22.50 feet to a point; thence North 30°30'12" East, 17.97 feet to a point; thence South 59°05'03" East, 22.65 feet to the **Point of Beginning**, containing 406 square feet or 0.009± acres; and

Being a portion of the same property conveyed to Nicholas D. Ring and Maren Brooke Ring, husband and wife, by deed dated December 27, 2011, and recorded in Deed Book 3048, Page 225, in the Fayette County Clerk's Office.

**TO HAVE AND TO HOLD** the above-described easement 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 will expire upon completion of the construction of the improvement project on the land adjacent to this easement, runs with the land for the duration of the improvement project on the adjacent land, and is binding upon the heirs and assigns of the Grantors.

Grantors 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 **WARRANT GENERALLY** said title.

Grantors shall have the full right to use the surface of the land lying over said temporary 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 temporary easement without the prior written consent of the Grantee.

The obtaining of this easement was authorized by Resolution No. 385-2012 passed by the Lexington-Fayette Urban County Council on July 10, 2012. Pursuant to KRS 382.135(2)(a), this public utility easement is exempt from the requirements related to certificate of consideration. This conveyance is exempt from real estate transfer tax pursuant to KRS 142.050.

**IN TESTIMONY WHEREOF**, the parties have signed this Easement, the day and year first above written.



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: DOUG BRADLEY ,dc

201309300014

September 30, 2013                      8:40:07      AM

Fees	\$20.00	Tax	\$0.00
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Total Paid	\$20.00
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**THIS IS THE LAST PAGE OF THE DOCUMENT**

5 Pages

654 - 658