

DEED OF EASEMENT

This **PERMANENT SANITARY SEWER EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT** is made and entered into this the 21st day of June, 2022, by and between **AA CAPITAL, INC.**, a Kentucky corporation, 1651 N. Broadway, Lexington, Kentucky 40505, which is the in-care of tax mailing address for the current year (hereinafter "Grantor"), and **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, 200 East Main Street, Lexington, Kentucky 40507 (hereinafter "Grantee").

WITNESSETH:

That for and in consideration of the sum of **SIXTY-FIVE THOUSAND THREE HUNDRED FIFTY DOLLARS AND 00/100 CENTS (\$65,350.00)**, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, said Grantor has **BARGAINED** and **SOLD** and does hereby **GIVE, GRANT** and

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

CONVEY unto the Grantee, its successors and assigns, permanent right to excavate, grade, construct, alter, re-grade and perform related work for the purpose of sanitary sewer improvements and construction, installation and relocation through and across the following tract of land located in the confines of Lexington, Fayette County, Kentucky, depicted on the attached Exhibit "A", and more particularly described as follows, to wit:

20' Wide Permanent Sanitary Sewer Easement
New Circle Road Trunk
Sewers A & B Improvement Project
(a portion of 1651 N. Broadway)

All that tract or parcel of land situated northeast of West New Circle Road and northwest of North Broadway in Lexington, Fayette County, Kentucky, being more fully described and bounded as follows, to wit:

BEGINNING, at the southwest corner of AA Capital, Inc. (1651 North Broadway, Deed Book 3202, Page 275), said point being a common corner with EGP 11, LLC (1601 North Broadway, Deed Book 3326, Page 739), said point being in the North Broadway northwest right-of-way; thence leaving said North Broadway northwest right-of-way and with said EGP 11, LLC, North 41°51'34" West, 4.47 feet to a point; thence leaving said EGP 11, LLC for three (3) new lines through the lands of said AA Capital, Inc.:

- 1) North 31°06'30" West, 292.05 feet to a point,
- 2) North 33°23'01" West, 127.44 feet to a point,
- 3) North 33°46'34" West, 337.71 feet to a point in the line with LFUCG (438 Cane Run, Deed Book 2729, Page 722);

Thence with said LFUCG, North 67°34'48" East, 20.40 feet to a point; thence leaving said LFUCG for five (5) new lines through the lands of said AA Capital, Inc.:

- 1) South 33°46'34" East, 333.77 feet to a point,
- 2) South 33°23'01" East, 127.91 feet to a point,
- 3) South 31°06'30" East, 256.66 feet to a point,
- 4) South 86°09'25" East, 25.53 feet to a point,

- 5) North 58°23'03" East, 16.19 feet to a point,
- 6) South 35°20'34" East, 16.49 feet to a point in said North Broadway northwest right-of-way;

Thence with said North Broadway northwest right-of-way, South 54°39'26" West, 57.41 feet to the **POINT OF BEGINNING**; and,

The above-described parcel contains 16,001 sq. ft. (gross) and 8,407 sq. ft. (net) of permanent easement; and

Being a portion of the property conveyed to AA Capital, Inc., a Kentucky corporation, by Deed dated November 27, 2013, of record in Deed Book 3202, Page 275, in the Fayette County Clerk's Office.

FURTHER, for and in consideration of the sum hereinbefore mentioned, the receipt and sufficiency of which is hereby acknowledged, Grantor has **BARGAINED** and **SOLD** and does hereby **GIVE, GRANT** and **CONVEY** unto the Grantee, its successors and assigns, temporary right to excavate, grade, construct, alter, re-grade and perform related work for the purpose of sanitary sewer placement and construction, installation and relocation through and across the following tract of land located in the confines of Lexington, Fayette County, Kentucky, depicted on Exhibit "A" attached hereto, and more particularly described as follows:

10' Temporary Construction Easement "A"
New Circle Road Trunk
Sewers A & B Improvement Project
(a portion of 1651 N. Broadway)

BEGINNING, at the southwest corner of AA Capital, Inc. (1651 North Broadway, Deed Book 3202, Page 275), said point being a common corner with EGP 11, LLC (1601 North Broadway, Deed Book 3326, Page 739), and being in the North Broadway northwest right-of-way; thence leaving said EGP 11, LLC and with said North Broadway northwest right-of-way, North 54°39'26" East, 57.41 feet to a point; thence leaving said North Broadway northwest right-of-way, North 35°20'34" West, 16.49 feet to the **TRUE POINT OF**

BEGINNING; thence for five (5) new lines through the lands of said AA Capital, Inc.:

- 1) South 58°23'03" West, 16.19 feet to a point,
- 2) North 86°09'25" West, 25.23 feet to a point,
- 3) North 31°06'30" West, 261.85 feet to a point,
- 4) North 33°23'01" West, 127.91 feet to a point,
- 5) North 33°46'34" West, 333.77 feet to a point in the line with LFUCG (438 Cane Run Road, Deed Book 2729, Page 722);

Thence with said LFUCG, North 67°34'48" East, 10.20 feet to a point; thence leaving said LFUCG for five (5) new lines through the lands of said AA Capital, Inc.:

- 1) South 33°46'34" East, 331.79 feet to a point,
- 2) South 33°23'01" East, 128.14 feet to a point,
- 3) South 31°06'30" East, 224.68 feet to a point,
- 4) North 54°39'26" East, 22.98 feet to a point,
- 5) South 35°20'34" East, 53.51 feet to the **TRUE POINT OF BEGINNING**; and,

The above described parcel contains 8,534 sq. ft. (gross and net) of temporary construction easement; and

10' Temporary Construction Easement "B"
New Circle Road Trunk
Sewers A & B Improvement Project
(a portion of 1651 N. Broadway)

BEGINNING, at the southwest corner of AA Capital, Inc. (1651 North Broadway, Deed Book 3202, Page 275), said point being a common corner with EGP 11, LLC (1601 North Broadway, Deed Book 3326, Page 739), and being in the North Broadway northwest right-of-way; thence leaving said North Broadway northwest right-of-way and with said EGP 11, LLC, North 41°51'34" West, 53.61 feet to a point; thence leaving said EGP II, LLC for three (3) new lines through the lands of said AA Capital, Inc.:

- 1) North 31°06'30" West, 239.18 feet to a point,
- 2) North 33°23'01" West, 127.21 feet to a point,
- 3) North 33°46'34" West, 339.69 feet to a point in the line with LFUCG (438 Cane Run Road, Deed Book 2729, Page 722);

Thence with said LFUCG, North 67°34'48" East, 10.20 feet to a point; thence leaving said LFUCG for three (3) new lines through the lands of said AA Capital, Inc.:

- 1) South 33°46'34" East, 337.71 feet to a point,
- 2) South 33°23'01" East, 127.44 feet to a point,
- 3) South 31°06'30" East, 292.05 feet to the **POINT OF BEGINNING**; and,

The above described parcel contains 7,316 sq. ft. (gross and net) of temporary construction easement; and

Both parcels being a portion of the property conveyed AA Capital, Inc., a Kentucky corporation, by Deed dated November 27, 2013, of record in Deed Book 3202, Page 275, in the Fayette County Clerk's Office.

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

The above-described temporary construction easement runs with the land for the duration of the improvement project and is binding upon the successors and assigns of the Grantor. The above-described permanent easement runs with the land in perpetuity and is binding upon the successors and assigns of the Grantor. The temporary construction easement shall take effect upon the commencement of construction of the project and will expire upon completion of the project.

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

Grantor does hereby release and relinquish unto the Grantee, its successors and assigns forever, all of its right, title, and interest in and to the property to the extent of the interests conveyed herein, including all exemptions allowed by law, and do hereby covenant to and with the Grantee, its successors and assigns forever, that it is lawfully seized in fee simple of said property and has good right to sell and convey the easements as herein done, and that it will **WARRANT SPECIALLY** said title.

The obtaining of this easement was authorized by Resolution 457-2020, passed by the Lexington-Fayette Urban County Council on October 8, 2020 and by amended Resolution 162-2022, passed by the Lexington-Fayette Urban County Council on March 17, 2022 and by amended Resolution 250-2022, passed by the Lexington-Fayette Urban County Council on May 26, 2022. Pursuant to KRS 382.135(2)(a), this deed of easement, which pertains to a public utility, need not contain a statement of consideration.

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

GRANTOR:

AA CAPITAL, INC., a
Kentucky corporation


BY:  (President)

JOSEPH DABIT, PRESIDENT

BY: 

MASSOUD SHOA, VICE PRESIDENT

 NEW PERM. ESMT.

 TEMP. CONST. ESMT.

438 CANE RUN ROAD
LFUCG
DB 2729 PG 722

1675 N BROADWAY
T HALL PROPERTIES
BWAY LLC
DB 2290 PG 246

1675 N BROADWAY
T HALL PROPERTIES
BWAY LLC
DB 2290 PG 246

STATE PLANE

10' TEMP. CONST. E. "A"
8,534 SQ.FT. (GROSS)
8,534 SQ.FT. (NET)

20' PERM. SAN. E.
16,001 SQ.FT. (GROSS)
8,407 SQ.FT. (NET)

10' SAN. SEW. E.
CAB B SL 476
7,594 SQ.FT.

12' U.E
CAB B SL 476

4' SAN. SEW. E.
CAB B SL 476

1651 N BROADWAY
AA CAPITAL INC
DB 3202 PG 275

10' TEMP. CONST. E. "B"
7,316 SQ.FT. (GROSS)
7,316 SQ.FT. (NET)

10' TEMP. CONST. E. "A"
8,534 SQ.FT. (GROSS)
8,534 SQ.FT. (NET)

BORE PIT
S 58°23'03" W
16.19'

1601 N BROADWAY
EGP II, LLC
DB 3326 PG 739

S 35°20'34" E
16.49'

N 41°51'34" W
4.47'

S 54°39'26" W
57.41'

P.O.B. S 86°09'25" E
25.23'

20' PERMANENT SANITARY SEWER EASEMENT
AA CAPITAL, INC.

1651 NORTH BROADWAY

LEXINGTON, FAYETTE COUNTY, KENTUCKY - PAGE 1 OF 2

N 67°34'48" E
20.40'

S 33°46'34" E
333.77'

N 33°46'34" W
337.71'

S 33°23'01" E
127.91'

N 33°23'01" W
127.44'

S 31°08'30" E
256.66'

N 31°06'30" W
292.05'

245 W NEW CIRCLE ROAD
STORE MASTER FUNDING
VII, LLC
DB 3448 PG 29

229 W NEW CIRCLE ROAD
LUCKY'S KRAZY KUSTOMZ, INC.
DB 2455 PG 505

207 W NEW CIRCLE ROAD
NEW CIRCLE ROAD
PROPERTIES, LLC
DB 2926 PG 363

WEST NEW CIRCLE ROAD

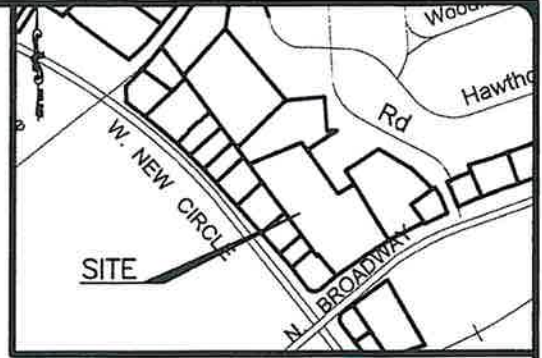
NORTH BROADWAY



GRAPHIC SCALE: 1" = 100'



I:\2025 - New Cane Run A & B Survey Plat. Booking Dime-A-110225-0211 108 Turn. A&B Esmt Kentucky
by: J. Tarr
Jan 17, 2021 - 11:50am
Up: 108



VICINITY MAP 1" = 1000'

EX. PERM ESMT.=7,594 SQ.FT.

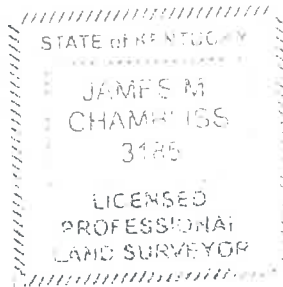
PROP. PERM. ESMT.(GROSS)=16,001 SQ.FT.
 PROP. PERM. ESMT. (NET)=8,407 SQ. FT.

PROP. TEMP. ESMT.(GROSS)=15,850 SQ.FT.
PROP. TEMP. ESMT.(NET)=15,850 SQ.FT.

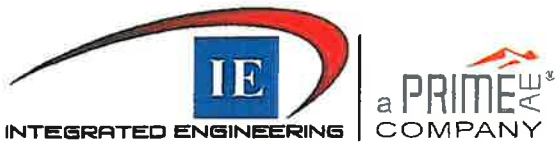
LAND SURVEYOR'S CERTIFICATE:

THE PROPERTY LINES SHOWN ON THIS EASEMENT EXHIBIT ARE BASED ON DEED AND/OR RECORD PLAT DATA FROM THE FAYETTE COUNTY CLERK'S OFFICE. THIS EXHIBIT DOES NOT REPRESENT A BOUNDARY SURVEY AS DESCRIBED IN 201 KAR 18:150 AND INTEGRATED ENGINEERING HAS NOT PERFORMED A BOUNDARY SURVEY FOR THE PURPOSES OF THIS EXHIBIT. THIS EXHIBIT IS NOT INTENDED TO BE USED FOR LAND TRANSFER.

James M. Chambliss PLS 1/13/21
 JAMES M. CHAMBLISS, PLS 3185 DATE



20' PERMANENT SANITARY SEWER EASEMENT
 AA CAPITAL, INC.
 1651 NORTH BROADWAY
 LEXINGTON, FAYETTE COUNTY, KENTUCKY - PAGE 2 OF 2



C:\10025 - New City Park - 4.4.18 Survey - 18' - 20' - 2011 - 11-13-2011
 Drawn by: JMC
 Date: 1/13/21
 License: 3185

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: MELISSA STELTER ,dc

202206270014

June 27, 2022 9:02:48 AM

| | | | |
|------|---------|-----|--------|
| Fees | \$62.00 | Tax | \$.00 |
|------|---------|-----|--------|

| | |
|------------|---------|
| Total Paid | \$62.00 |
|------------|---------|

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10 Pages

158 - 167