

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT  
Asset Acquisition/Disposal for Land & Buildings

- |  |                               |
|--|-------------------------------|
| 1. Address: A portion of 1206<br>Liggett Street and 1201<br>Manchester Street (Easement) | 10. Acquisition Cost: \$8,900 |
| 2. Property Name: Same   | 11. Taxes, Liens Assumed: N/A |
| 3. Type of Asset: L  | 12. Title Search Costs: \$0   |
| 4. Source Funds: 3160-303202-<br>90313   | 13. Legal Fees: N/A           |
| 5. Division: Engineering   | 14. Appraisal Costs: \$0      |
| 6. Acquisition Date: August 29, 2019   | 15. FMV: \$8,900              |
| 7. Acquisition Method: P   | 16. FMV Date: August 29, 2019 |
| 8. Acreage: N/A  | 17. Disposal Date: N/A        |
| 9. Square Footage: 1,545   | 18. Disposal Price: N/A       |
|  | 19. Disposal Method: N/A      |

  
 \_\_\_\_\_  
 Signature 10/01/2019  
Date

Asset Codes	Acquisition Codes	Disposal Codes
B – Buildings	P – Purchase	SA - Sale
L – Land	D – Donation	SC – Scrapping
	F – Forfeiture	T – Trade-in
	C – Construction	D – Donation
		IC – Involuntary Conversion

Forward to: Department of Finance

\*\*\*\*\*

**FINANCE DEPARTMENT ONLY**

Inventory # _____	Related Inventory # _____
Asset Fund # _____	Date Built _____
Acquisition Value _____	G/L Date _____

Res. No. 382-2018 passed 06/21/2018

Signed:   
 \_\_\_\_\_  
 Council Clerk's Office

**DEED OF PERMANENT EASEMENT**

This **DEED OF PERMANENT EASEMENT** is made and entered into this 29 day of AUGUST, 2019, by and between **L & M HARPING WAREHOUSE, LLC, a Kentucky limited liability company (formerly known as 1211 ManchesterStreet.com, LLC, a Kentucky limited liability company)**, 359 Thompson Road, Lexington, Kentucky 40508 ("Grantor"), which is also the in-care of tax mailing address for the current year, and the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, 200 East Main Street, Lexington, Kentucky 40507 ("Grantee");

**WITNESSETH:**

That for and consideration of **EIGHT THOUSAND NINE HUNDRED DOLLARS AND 00/100 (\$8,900.00)** and other good and valuable consideration, 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, in perpetuity, the exclusive and permanent right to install, construct, maintain, repair, and inspect a shared-use-path and other related improvements within the permanent easement granted hereby ("Path"), including ground level hardscape features and appurtenances thereto, which said shared-use-path and other ground level hardscape features shall become a part of the Town Branch Trail. All such ground level hardscape features shall be at the same elevation as the existing ground level and shall be exclusively for pedestrian use. This Deed of Permanent Easement and the exercise of the rights and privileges herein granted, are subject to and expressly include the following:

1. Grantee shall have the right, but not the obligation, at Grantee's expense, to install, construct, manage, use, repair and maintain a shared-use-path,

Charles E. Edwards, III  
 LFUCG Department of Law  
 200 East Main Street, 11<sup>th</sup> Floor  
 Lexington, Kentucky 40507

(CC-F)

1

including ground level hardscape features. Grantor shall not damage or otherwise harm the final paving of the Path at any time after the completion of the Path; however, damage to the Path by normal wear and tear from use of the Path by Grantor or others, shall be repaired and/or replaced at the expense of Grantee.

2. Grantor acknowledges that this Path is for non-motorized vehicles only with the exception of emergency or maintenance vehicles, or as necessary for persons of limited mobility.
3. Grantee shall have the right to make minor modifications to the location of the easement granted herein as reasonably necessary to align the Path so long as such modifications do not increase the total area of the easement nor extend the easement closer to West Main Street than it is originally dedicated.
4. Grantor shall not construct, develop, or maintain, or allow any other to construct, develop, or maintain, any right-of-way, easement of ingress or egress, driveway, road, utility line, or other easement into, on, over, under, or across the Path without the prior written permission of the Grantee. Grantor shall not erect fences, barriers, or signs that impede access to or use of the Path, or allow any other to do the same. Notwithstanding the foregoing, Grantee agrees, in its proprietary capacity, to permit Grantor to construct and maintain pedestrian and vehicular access on and across the permanent easement area to the property located at 1206 Liggett Street, subject to all generally applicable statutes, regulations, and administrative

approvals, should the adjacent rail line ever cease to operate or otherwise permit such access.

5. Grantor shall not use the Path, or allow any other to use the Path, for any use which, in the reasonable opinion of Grantee, is or may possess the potential to become inconsistent with the Purposes of this Easement.
6. Grantee shall have the right to reasonably cross the Grantor's adjacent property as necessary to repair and maintain the Path.
7. It is understood and agreed by the Grantor and Grantee that the easements granted herein are being granted for a public purpose. In the event the easements granted herein cease to be utilized for a public purpose, then all rights granted hereunder shall revert to the Grantor.

The tract of land on which the easement will be located is within the confines of Lexington, Fayette County, Kentucky, and more particularly described as follows:

**Permanent Easement**  
**Town Branch Commons Project**  
**Parcel No. 22, Phase 6**  
**(1206 Liggett Street also a portion of**  
**1201 Manchester Street)**

Being a tract of land located in Fayette County, Kentucky, near the city limits of Lexington and being all of Tract II of the L & M Harping Warehouse, LLC (formerly known as 1211ManchesterStreet.com, LLC) parcel recorded in Deed Book 3126, Page 339, in the Fayette County Clerk's Office and more particularly described as follows:

**BEGINNING**, at a point on the North side of the Old Frankfort Pike, said point being 83.50 feet from the centerline of the main tract of the Louisville & Nashville Railroad and being 366.50 feet East of the West line of the section house lot and begin 34.00 feet West of a planted concrete marker; thence along the North side of said pike in a Westerly direction a distance of 30.00 feet; thence in a

Northerly direction a distance of 52.50 feet to a point 33.00 feet from the centerline of the L & N Railroad's main track; thence Easterly 33.00 feet from and parallel to the centerline of the L & N Railroad's main track a distance of 30.00 feet; thence Southwardly a distance of 50.50 feet to the POINT OF BEGINNING; and,

The above described parcel contains 1,545.00 square feet of permanent easement; and,

Being a portion of the same property conveyed to L & M Harping Warehouse, LLC, a Kentucky limited liability company (formerly known as 1211ManchesterStreet.com, LLC, a Kentucky limited liability company), by Deed, dated January 15, 2013, of record in Deed Book 3126, Page 339 and by Articles of Amendment, filed March 26, 2015, of record in Corporate Records Book 390, Page 702, both referenced in the Fayette County Clerk's Office.

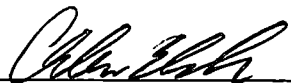
**TO HAVE AND TO HOLD** the above-described easement together with all rights, privileges, appurtenances and improvements thereunto belonging unto Grantee, its successors and assigns forever, for the purposes and uses herein designated. It is understood and agreed by the Grantor and Grantee that should the easement granted herein cease to be utilized for public purposes, then all rights granted hereunder shall revert back to the Grantor.

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

The parties do hereby certify pursuant to KRS 382.135 that the consideration stated herein is the full actual consideration paid for the property transferred herein and that the estimated fair cash value of the property conveyed is \$8,900.00. Grantee joins this Deed of Easement for the sole purpose of certifying the consideration, as








---

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

X:\Cases\ENGINEERING\17-RE0091\RE\00658169.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: EMILY GENTRY ,dc

201909260117

September 26, 2019                      9:52:52      AM

Fees	\$29.00	Tax	\$ .00
------	---------	-----	--------

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

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

8 Pages

696 - 703