

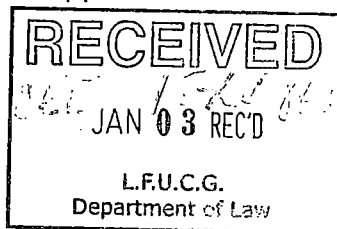
**DEED OF EASEMENT OF THE MASTER COMMISSIONER**

**WHEREAS**, in the action of Lexington-Fayette Urban County Government, Plaintiff v. Justin T. Moore; Central Bank & Trust Co.; Defendants, being Civil Action No. 15-CI-3477, now pending before the Third Division of the Fayette Circuit Court, an Agreed Order of Distribution and Satisfaction of Judgment was entered on December 4, 2019, directing the Master Commissioner of said Court to execute a deed of easement on behalf of all the Defendants to the above-referenced action conveying permanent and temporary easements across the subject property as identified herein to the Lexington-Fayette Urban County Government, its successors and assigns forever;

**NOW, THEREFORE**; this Deed of Easement is made and entered into this 15<sup>th</sup> day of December, 2019, by and between **JAMES H. FRAZIER, III, MASTER COMMISSIONER OF THE FAYETTE CIRCUIT COURT**, 201 East Main Street, Suite 770, Chase Tower, Lexington, Kentucky 40507, for and on behalf of Justin Moore (a/k/a Justin T. Moore) ("Grantor"), 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 **TWO HUNDRED SEVEN THOUSAND SEVEN HUNDRED EIGHTEEN DOLLARS AND ONE CENT (\$207,718.01)**, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor has **SOLD** and does hereby **GIVE, GRANT** and **CONVEY** unto the Grantee, its successors and assigns forever, the permanent right to lay, construct, operate, repair, reconstruct and remove storm sewer improvements and appurtenances thereto, which storm sewer and appurtenances shall be of such dimension, character,



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

construction and use as determined by Grantee, upon, 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 1250 Deer Haven Lane)**  
**Polo Club Boulevard Public Improvement Project**  
**Parcel No. 7, Tract A**

Being a tract of land lying in Fayette County along Polo Club Boulevard approximately 1600' north of the intersection of Polo Club Boulevard and Todds Road (KY 1927) and more particularly described as follows, to wit:

**BEGINNING** at a point in the existing right-of-way line of Polo Club Boulevard 70.00 feet right of Polo Club Boulevard Station 513+75.00; thence with the right-of-way line with a curve turning to the right with an arc length of 57.26 feet, with a radius of 930.00 feet, with a chord bearing N 27°09'19" W, with a chord length of 57.25 feet to a point 70.00 feet right of Polo Club Boulevard Station 514+36.57; thence N 25°23'29" W, a distance of 13.43 feet to a point 70.00 feet right of Polo Club Boulevard Station 514+50.00; thence with the proposed easement line, N 64°36'31" E, a distance of 60.00 feet to a point 130.00 feet right of Polo Club Boulevard Station 514+50.00; thence S 27°29'46" E, a distance of 88.71 feet to a point 130.00 right of Polo Club Boulevard Station 513+50.00; thence N 83°13'31" W, a distance of 37.27 feet to a point 100.00 feet right of Polo Club Boulevard Station 513+75.00; thence S 61°04'51" W, a distance of 30.00 feet to the **POINT OF BEGINNING**; and,

The above described parcel contains 4,518.60 square feet or 0.104 Acres of permanent drainage easement; and,

Being a portion of the same property conveyed to Justin Moore (a/k/a Justin T. Moore) by Deed dated November 21, 2013, of record in Deed Book 3201, Page 499, 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, Grantor has **SOLD** and does 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 the construction, repair, installation, and relocation of storm sewer improvements and appurtenances thereto 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 1250 Deer Haven Lane)**  
**Polo Club Boulevard Public Improvement Project**  
**Parcel No. 7, Tract B**

Being a tract of land lying in Fayette County along Polo Club Boulevard approximately 1700' north of the intersection of Polo Club Boulevard and Todds Road (KY 1927) and more particularly described as follows, to wit:

**BEGINNING** at a point in the existing right-of-way line of Polo Club Boulevard 70.00 feet right of Polo Club Boulevard Station 510+69.88; thence with the existing right-of-way line, N 45°46'09" W, a distance of 11.03 feet to a point 70.00 feet right of Polo Club Boulevard Station 510+80.91; thence with a curve turning to the right with an arc length of 273.50 feet, with a radius of 930.00 feet, with a chord bearing N 37°20'39" W, with a chord length of 272.52 feet, to a point 70.00 feet right of Polo Club Boulevard Station 513+75.00; thence with the proposed easement line, N 61°04'51" E, a distance of 30.00 feet to a point 100.00 feet right of Polo Club Boulevard Station 513+75.00; thence S 83°13'31" E, a distance of 37.27 feet to a point 130.00 feet right of Polo Club Boulevard Station 513+50.00; thence N 27°29'46" W, a distance of 88.71 feet to a point 130.00 feet right of Polo Club Boulevard Station 514+50.00; thence S 64°36'31" W, a distance of 60.00 feet to a point in the existing right-of-way line 70.00 feet right of Polo Club Boulevard Station 514+50.00; thence with the existing right-of-way line, N 25°23'29" W, a distance of 80.85 feet to a point in the north property line, said point being 70.00 feet right of Polo Club Boulevard Station 515+30.85; thence with the north property line, N 43°56'12" E, a distance of 61.09 feet to a point 127.16 feet right of Polo Club Boulevard Station 515+52.42; thence with the proposed easement line, S 49°02'34" E, a

distance of 171.77 feet to a point 195.00 feet right of Polo Club Boulevard Station 513+85.00; thence S 07°30'21" E, a distance of 75.85 feet to a point 165.00 feet right of Polo Club Boulevard Station 513+00.00; thence S 00°34'24" W, a distance of 52.02 feet to a point 134.99 feet right of Polo Club Boulevard Station 512+50.00; thence S 07°08'44" E, a distance of 30.16 feet to a point 120.00 feet right of Polo Club Boulevard Station 512+20.00; thence S 02°24'44" E, a distance of 50.21 feet to a point 90.00 feet right of Polo Club Boulevard Station 511+75.00; thence S 43°22'44" E, a distance of 96.51 feet to a point 90.00 feet right of Polo Club Boulevard Station 510+69.98; thence S 43°56'12" W, a distance of 20.00 feet to the **POINT OF BEGINNING**; and,

The above described parcel contains 26,504.18 square feet or 0.608 Acres of temporary construction easement; and,

Being a portion of the same property conveyed to Justin Moore (a/k/a Justin T. Moore) by Deed dated November 21, 2013, of record in Deed Book 3201, Page 499, in the Fayette County Clerk's Office.


**TO HAVE AND TO HOLD** said 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 will expire upon completion of the construction of the improvement project on the land adjacent thereto, 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. The above-described permanent easement runs with the land in perpetuity and is binding upon the successors and assigns of the Grantor.


The property interests conveyed hereby are conveyed "as is," "where as," without warranty. This conveyance is made by the Master Commissioner only in his official capacity, without any personal liability therefore. Pursuant to KRS 382.135(2), this deed of easement is exempt from the requirement to contain a statement of consideration. Pursuant to KRS 142.050, this deed of easement is exempt from real estate transfer tax.

**IN TESTIMONY WHEREOF**, the said James H. Frazier, III, as Master

Commissioner, has hereunto subscribed his name this, the 18<sup>th</sup> day of December, 2019.

  
JAMES H. FRAZIER, II  
MASTER COMMISSIONER  
FAYETTE CIRCUIT COURT

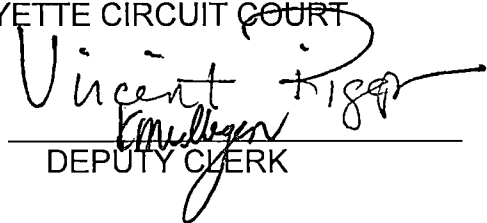
Examined and approved this,  
The 19 day of December, 2019.

  
Judge Lucy F. VanMeter  
Fayette Circuit Court, Third Division

COMMONWEALTH OF KENTUCKY  
FAYETTE CIRCUIT COURT

DATED: DEC 26 2019

The Master Commissioner produced to the Court the foregoing Deed to the Lexington-Fayette Urban County Government, which was examined and approved by the Court, and the said Commissioner acknowledged the same to be its act and deed, whereupon the same was ordered to be and is hereby certified to the proper office for record.

ATTEST:  
VINCENT RIGGS, CLERK  
FAYETTE CIRCUIT COURT  
  
BY: Vincent Riggs  
DEPUTY CLERK

~~COMMONWEALTH OF KENTUCKY )  
)  
COUNTY OF FAYETTE )~~

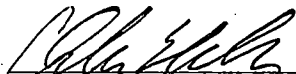
~~The foregoing Deed was subscribed, sworn to and acknowledged before me by \_\_\_\_\_, for and on behalf of the Lexington-Fayette Urban County Government, as its \_\_\_\_\_, on this, the \_\_\_\_\_ day of \_\_\_\_\_, 2019.~~

~~Notary Public, State-at-Large, Kentucky~~

~~My Commission Expires: \_\_\_\_ / \_\_\_\_ / \_\_\_\_~~

~~Notary ID # \_\_\_\_\_~~

PREPARED BY:

 \_\_\_\_\_

Charles E. Edwards, III,  
Attorney

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

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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.



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By: PATTY DAVIS ,dc

201912300448

December 30, 2019                      15:11:14    PM

Fees	\$26.00	Tax	\$ .00
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Total Paid	\$26.00
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