

DEED OF EASEMENT

This **DEED OF EASEMENT** is made and entered into this the 4 day of OCTOBER, 2019, by and between **YOUNG MEN'S CHRISTIAN ASSOCIATION OF CENTRAL KENTUCKY, a Kentucky non-profit corporation**, 381 West Loudon Avenue, Lexington, Kentucky 40508, 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 **TEN AND 00/100 DOLLARS (\$10.00)**, 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 **CONVEY** unto the Grantee, its successors and assigns, permanent right to install, construct, maintain, repair and inspect a multi-use trail and other related improvements, which shall be of such dimension, character, construction, and use as determined by Grantee, and which shall become a part of the multi-use trail ("the Path"). This portion of the 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, including walls and other hardscape features.

Return to:
Charles E. Edwards III
LFUCG, Dept. of Law, 11th Floor
200 East Main Street
Lexington, KY 40507

(CC-F)

Grantor shall not damage or otherwise harm the final paving of the Path at any time after the completion of the Path.

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.
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.
5. Grantee shall have the right to erect reasonable signs, blazing, or public art within the Path features.
6. 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.
7. Grantor shall have the right to reasonably cross Grantee's property to repair the Path as necessary.

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

Permanent Easement

Project 670

**YMCA Beaumont Creek Crossing Multi-Use Trail Project
(a portion of 3251 Beaumont Centre Circle)**

BEING a tract of land in Fayette County along Beaumont Centre Circle, beginning at a point on the existing Beaumont Centre Circle right-of-way line; thence with the permanent easement line, S 83 Degrees 45 Minutes 31 Seconds W, a distance of 19.96 feet to a corner of the permanent easement line; thence with the permanent easement line, N 05 Degrees 43 Minutes 19 Seconds W, a distance of 63.29 feet to a point on the permanent easement; thence with the permanent easement line along an arc 5.54 feet to the left having a radius of 40 feet, the chord of which is N 09 Degrees 48 Minutes 57 Seconds W, 5.53 feet to the point on the permanent easement; thence with the permanent easement line, N 13 Degrees 46 Minutes 52 Seconds W, a distance of 113.38 feet to a point on the permanent easement; thence with the permanent easement line along an arc 101.01 feet to the left having a radius of 50 feet, the chord of which is N 71 Degrees 39 Minutes 18 Seconds W, a distance of 84.69 feet to a point on the permanent easement; thence with the permanent easement line, S 50 Degrees 28 Minutes 16 Seconds W, a distance of 292.86 feet to a point on the permanent easement; thence with the permanent easement line along an arc 13.91 feet to the right having a radius of 60 feet, the chord of which is S 57 Degrees 06 Minutes 49 Seconds W, a distance of 13.88 feet to a point on the permanent easement; thence with the permanent easement line, S 63 Degrees 45 Minutes 21 Seconds W, a distance of 23.12 feet to a point on the permanent easement; thence with the permanent easement line along an arc 7.29 feet to the left having a radius of 40 feet, the chord of which is S 58 Degrees 31 Minutes 55 Seconds W, a distance of 7.28 feet to a point of the permanent easement; thence with the permanent easement line S 53 Degrees 18 Minutes 28 Seconds W, a distance of 125.11 feet to a point on the permanent easement; thence

with the permanent easement line along an arc 33.83 feet to the right having a radius of 60 feet, the chord of which is S 69 Degrees 27 Minutes 42 Seconds W, a distance of 33.39 feet to a point on the permanent easement; thence with the permanent easement line, S 85 Degrees 36 Minutes 57 Seconds W, a distance of 1.40 feet to a point on the permanent easement; thence with the permanent easement line along an arc 25.94 feet to the left having a radius of 90 feet, the chord of which is S 77 Degrees 21 Minutes 30 Seconds W, a distance of 25.85 feet to a point on the permanent easement; thence with the permanent easement line, S 69 Degrees 06 Minutes 02 Seconds W, a distance of 246.39 feet to a point on the permanent easement; thence with the permanent easement line along an arc 47.61 feet to the right having a radius of 110 feet, the chord of which is S 81 Degrees 29 Minutes 59 Seconds W, a distance of 47.24 feet to a point on the permanent easement; thence with the permanent easement line, N 86 Degrees 06 Minutes 04 Seconds W, a distance of 43.80 feet to a corner of the permanent easement and a point along the property line; thence with the property line and permanent easement line, N 01 Degree 56 Minutes 38 Seconds W, a distance of 20.10 feet to a corner of the permanent easement and a point along the property line; thence with the permanent easement line, S 86 Degrees 06 Minutes 04 Seconds E, a distance of 45.85 feet to a point on the permanent easement; thence with the permanent easement line along an arc to the left 38.95 feet having a radius of 90 feet, the chord of which is N 81 Degrees 29 Minutes 59 Seconds E, a distance of 38.65 feet to a point on the permanent easement; thence with the permanent easement line, N 69 Degrees 06 Minutes 02 Seconds E, a distance of 246.39 feet to a point on the permanent easement; thence with the permanent easement line along an arc 31.71 feet to the right having a radius of 110 feet, the chord of which is N 77 Degrees 21 Minutes 30 Seconds E, a distance of 31.60 feet to a point on the permanent easement; thence with the permanent easement line, N 85 Degrees 36 Minutes 57 Seconds E, a distance of 1.40 feet to a point on the permanent easement; thence with the permanent easement line along an arc 22.56 feet to the left having a radius of 40 feet, the chord of which is N 69 Degrees 27 Minutes 42 Seconds E, a distance of 22.26 feet to a point on the permanent easement; thence with the permanent easement line, N 53 Degrees 18 Minutes 28 Seconds E, a distance of 125.11 feet to a point on the permanent easement; thence with the permanent easement

along an arc 10.94 feet to the right having a radius of 60 feet, the chord of which is N 58 Degrees 31 Minutes 55 Seconds E, a distance of 10.93 feet to a point on the permanent easement; thence with the permanent easement line, N 63 Degrees 45 Minutes 21 Seconds E, a distance of 23.12 feet to a point on the permanent easement; thence with the permanent easement line along an arc 9.27 feet to the left having a radius of 40 feet, the chord of which is N 57 Degrees 06 Minutes 49 Seconds E, a distance of 9.25 feet to a point on the permanent easement; thence with the permanent easement line, N 50 Degrees 28 Minutes 16 Seconds E, a distance of 292.86 feet to a point on the permanent easement; thence with the permanent easement line along an arc 141.41 feet to the right having a radius of 70 feet, the chord of which is S 71 Degrees 39 Minutes 18 Seconds E, a distance of 118.56 feet to a point on the permanent easement; thence with the permanent easement, S 13 Degrees 46 Minutes 52 Seconds E, a distance of 110.29 feet to a point on the permanent easement and a point on the existing Beaumont Centre Circle right-of-way line; thence with the permanent easement and existing right-of-way line, S 04 Degrees 53 Minutes 33 Seconds E, a distance of 30.81 feet to a point on the permanent easement and a point on the existing Beaumont Centre Circle right-of-way line; thence with the permanent easement and existing right-of-way line, S 06 Degrees 55 Minutes 40 Seconds E, a distance of 26.47 feet to a point on the permanent easement and a point on the existing Beaumont Centre Circle right-of-way line; thence with the permanent easement and existing right-of-way line, S 08 Degrees 37 Minutes 28 Seconds E, a distance of 17.23 feet to a corner on the permanent easement, a point on the existing Beaumont Centre Circle right-of-way line and the **POINT OF BEGINNING**; and,

The above described parcel contains 23,115 sq. ft. or 0.530 acres of permanent easement;

Being a portion of the property conveyed to Young Men's Christian Association of Central Kentucky, Inc., a Kentucky non-profit corporation, by deed dated December 29, 1998, of record in Deed Book 2026, Page 261, 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 permanent easement runs with the land in perpetuity and is binding upon the successors and assigns of the Grantor.

Grantor does 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 interest herein conveyed, and that it will **WARRANT GENERALLY** said title, subject to easements, restrictions and encumbrances of record.

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 \$11,575.00. Grantee joins this Deed of Easement for the sole purpose of certifying the consideration, as authorized by Resolution 308-2019, passed by the Lexington-Fayette Urban County Council on June 20, 2019. This conveyance is exempt from real estate transfer tax pursuant to KRS 142.050.

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

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GRANTOR:

YOUNG MEN'S CHRISTIAN ASSOCIATION
OF CENTRAL KENUCKY, a Kentucky non-profit
corporation

BY: 
LESLIE FANNIN,
SECRETARY


GRANTEE:

LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT

BY: 
LINDA GORTON,
MAYOR

COMMONWEALTH OF KENTUCKY)
)
COUNTY OF FAYETTE)

The foregoing Deed of Easement and Consideration Certificate was acknowledged, subscribed and sworn to before me by Leslie Fannin, in her capacity as Secretary of the Young Men's Christian Association of Central Kentucky, a Kentucky non-profit corporation, on this the 4 day of OCTOBER, 2019.



Notary Public, Kentucky, State at Large
My Commission Expires: 7 / 29 / 2021
Notary ID # 583153

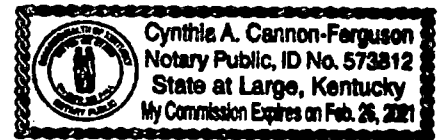
COMMONWEALTH OF KENTUCKY)
)
COUNTY OF FAYETTE)

The forgoing Certificate of Consideration was acknowledged, subscribed and sworn to before me by Linda Gorton, as Mayor, for and on behalf of the Lexington-Fayette Urban County Government, on this the 15th day of October, 2019.

Cynthia A. Cannon-Ferguson
Notary Public, Kentucky, State at Large

My Commission Expires: 2, 26, 2021

Notary ID # 573812



PREPARED BY:

Charles E. Edwards III
CHARLES E. EDWARDS III
Attorney
Lexington-Fayette Urban
County Government
Department of Law, 11th Floor
200 East Main Street
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.



By: SHEA BROWN ,dc

201910160068

October 16, 2019 10:00:14 AM

Fees	\$32.00	Tax	\$.00
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Total Paid	\$32.00
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9 Pages

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MAYOR LINDA GORTON



LEXINGTON

SUSAN B. SPECKERT
COMMISSIONER
DEPARTMENT OF LAW

To: Abigail Allan, Council Clerk
Council Clerk's Office

From: Department of Law

Date: October 22, 2019

Re: Deed of Easement
3251 Beaumont Centre Circle

Our File No. 19-RE0531
YMCA Beaumont Creek Crossing
Multi-Use Trail Project

Enclosed is the original recorded Deed of Easement for the above property to the Urban County Government for the YMCA Beaumont Creek Crossing Multi-Use Trail Project. Please file the easement with the authorizing legislation, Resolution No. 308-2019.

If you have any questions, please let me know.

Sincerely,

A handwritten signature in black ink, appearing to read "Charles E. Edwards, III".

Charles E. Edwards, III
Attorney

Enclosure

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