

**PERMANENT EASEMENT**

This **PERMANENT EASEMENT** is made and entered into this 23 day of FEBRUARY, 2022, by and between **LEXWEST CORPORATION, INC.**, a Kentucky corporation, 145 Rose Street, Lexington, Kentucky 40507 ("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 **ONE THOUSAND SEVEN HUNDRED SEVENTY-FIVE DOLLARS AND 00/100 (\$1,775.00)** 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 traffic signal pole and other associated equipment through and

Cynthia Cannon-Ferguson  
LFUCG Department of Law  
200 East Main Street, 11<sup>th</sup> Floor  
Lexington, Kentucky 40507

across the following tract of land The tract of land located in the confines of Lexington, Fayette County, Kentucky, and more particularly described as follows, to wit:

**Permanent Easement**  
**Town Branch Commons Project**  
**Parcel No. 25, Zone 1**  
**(a portion of 145 Rose Street)**

**BEGINNING** at a point of intersection of the South right-of-way line of Vine Street and the West right-of-way line of Rose Street; thence with the said West right-of-way line of Rose Street, S 25 Degrees 03 Minutes 58 Seconds W, a distance of 16.02 feet to a point; thence leaving said West right-of-way line of Rose Street with the following calls:

- 1) N 43 Degrees 58 Minutes 40 Seconds W, a distance of 7.20 feet to a point;
- 2) N 47 Degrees 49 Minutes 17 Seconds E, a distance of 15.00 feet to a point in the South right-of-way line of Vine Street;

Thence with the said South right-of-way line of Vine Street, S 42 Degrees 07 Minutes 44 Seconds E, a distance of 1.00 foot to the **POINT OF BEGINNING**; and,

The above described parcel contains 61.36 square feet of permanent easement; and,

Being a portion of the same property conveyed to Lexwest Corporation, Inc., a Kentucky corporation, by deed, dated March 28, 2014, of record in Deed Book 3224, Page 588 and by Deed of Correction, dated March 28, 2014, of record in Deed Book 3229, Page 159, respectively, 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 said Grantee, its successors and assigns, 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 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 as 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 interest conveyed herein, including all exemptions allowed by law, and 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 a good right to sell and convey the interest herein conveyed, and that it will **WARRANT SPECIALLY** 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 \$1,775.00. Grantee joins this Deed of Easement for the sole purpose of certifying the consideration, as authorized by Resolution No. 383-2018 passed by the Lexington-Fayette Urban County Council on June 21, 2018. 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.

GRANTOR:

LEXWEST CORPORATION, INC., a  
Kentucky corporation

BY: \_\_\_\_\_

  
WILLIAM CRAIG TURNER,  
PRESIDENT

COMMONWEALTH OF KENTUCKY )  
 )  
COUNTY OF FAYETTE )

The foregoing Easement and consideration certificate was subscribed, sworn to and acknowledged before me by William Craig Turner, as President, for and on behalf of Lexwest Corporation, Inc., a Kentucky corporation, on this the 23 day of FEBRUARY, 2022.

*Paul Weller*

Notary Public, Kentucky, State-at-Large

My commission expires: 7 / 29 / 2025

Notary ID # KYNP 30941

GRANTEE:

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

BY: *Linda Gorton*  
LINDA GORTON, MAYOR

COMMONWEALTH OF KENTUCKY )  
 )  
COUNTY OF FAYETTE )

The foregoing Certificate of Consideration was subscribed, sworn to and acknowledged before me by Linda Gorton, as Mayor, for and on behalf of the Lexington-Fayette Urban County Government, on this the 23rd day of February, 2022.


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

My commission expires: 2 / 20 / 2025

Notary ID # KYNP 81860



PREPARED BY:



---

Evan P. Thompson,  
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\18-RE0282\RE\00749977.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: MELISSA STELTER ,dc

202203010128

March 1, 2022                      11:46:13    AM

Fees	\$50.00	Tax	\$ .00
------	---------	-----	--------

Total Paid	\$50.00
------------	---------

THIS IS THE LAST PAGE OF THE DOCUMENT

6 Pages

20 - 25