

DEED OF EASEMENT

This **PERMANENT EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT** is made and entered into this 3 day of June 2019, by and between **AAA CLUB ALLIANCE, INC.**, a non-profit Delaware corporation (successor-in-interest to **AAA ALLIED GROUP, INC.**, a Delaware non-stock corporation, successor-by-merger to **AAA BLUEGRASS/KENTUCKY, INC.**, a Delaware corporation), Attn: Tony Newman, 3008 Atkinson Avenue, Lexington, Kentucky 40509, which is the in-care of tax mailing address for the current year ("Grantor"), and **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, 200 East Main Street, Lexington, Kentucky 40507, ("Grantee").

WITNESSETH:

That for and in consideration of the sum of **THIRTY-EIGHT THOUSAND SEVEN HUNDRED FIFTY DOLLARS AND 00/100 (\$38,750.00)**, and other good and valuable consideration, 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, the permanent right to excavate, grade, construct, alter, re-grade and perform related work for the purpose of bridge construction, maintenance, repair, installation, relocation, and removal through, over, and across the following tract of land located in the confines of Lexington, Fayette County, Kentucky, and more particularly described as follows, to wit:

Permanent Easement
(a portion of 3008 Atkinson Avenue)
Project Number 553
Brighton Rail Trail Bridge Project

Mail to:
Charles E. Edwards, III,
Attorney
Department of Law, 11th Floor
200 East Main Street
Lexington, KY 40507

(CC-F)

180

Parcel No. 2

Beginning at a point in the west right-of-way line of Man O' War Boulevard, said point being the southeast corner of the AAA Allied Group, Inc. parcel as recorded in Deed Book 2588, Page 451 and in Deed Book 2765, Page 620, in the Fayette County Clerk's Office, said point also being a corner to the Kentucky Utilities Company parcel as recorded in Deed Book 1767, Page 188, in the Fayette County Clerk's Office; thence leaving said west right-of-way line of Man O' War Boulevard and with the south line of said AAA Allied Group, Inc., being a line common to said Kentucky Utilities Company parcel; thence North 81 Degrees 58 Minutes 07 Seconds West, a distance of 250.50 feet to a point; thence leaving the line common to AAA Allied Group, Inc. and Kentucky Utilities Company and with a line through said AAA Allied Group Inc. parcel; thence North 8 Degrees 01 Minutes 52 Seconds East, a distance of 9.67 feet to a point; thence with another line through said AAA Allied Group Inc. parcel, South 82 Degrees 26 Minutes 45 Seconds East, a distance of 249.21 feet to a point in the west right-of-way line of Man O' War Boulevard; thence with said west right-of-way line of Man O' War Boulevard, South 1 Degree 45 Minutes 17 Seconds West, a distance of 11.81 feet to the **POINT OF BEGINNING**; and,

The above described parcel contains 0.061 acres (2,674 sq. ft.) of permanent easement; and,

Being a portion of the same property conveyed to AAA Club Alliance, Inc., a non-profit Delaware corporation (successor-in-interest to AAA Allied Group, Inc., a Delaware non-profit corporation and successor-by-merger to AAA Bluegrass/Kentucky, Inc., a Delaware corporation, recorded in Corporate Records Book 318, Page 699, in the Fayette County Clerk's Office); by General Warranty Deed dated July 7, 2005, of record in Deed Book 2588, Page 451 and by General Warranty Deed dated October 18, 2007, of record in Deed Book 2765, Page 620, both referenced 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, the temporary right to excavate, grade construct, alter, re-grade and perform related work for the purpose of bridge construction and installation through, over, and across the following tract of land located within the confines of Lexington, Fayette County, Kentucky, to-wit and more particularly described as follows:

Temporary Construction Easement
(a portion of 3008 Atkinson Avenue)
Project Number 553
Brighton Rail Trail Bridge Project

Parcel No. 2

Beginning at a point 53.58 feet left of Brighton Trail 5+67.70; thence North 5 Degrees 13 Minutes 41 Seconds East, a distance of 16.55 feet to a point 70.04 feet left of Brighton Trail at Station 5+70.74; thence South 82 Degrees 44 Minutes 29 Seconds East, a distance of 184.09 feet to a point 21.46 feet left of Brighton Trail at Station 7+49.78; thence South 84 Degrees 47 Minutes 40 Seconds East, a distance of 51.29 feet to a point 23.25 feet left of Brighton Trail at Station 8+00.00; thence South 82 Degrees 26 Minutes 46 Seconds East, a distance of 134.10 feet to a point 23.25 feet left of Brighton Trail at Station 9+34.10; thence South 1 Degree 46 Minutes 15 Seconds West, a distance of 11.06 feet to a point 12.25 feet left of Brighton Trail at Station 9+35.21; thence North 82 Degrees 26 Minutes 46 Seconds West, a distance of 249.21 feet to a point 22.98 feet left of Brighton Trail at Station 6+91.45; thence South 8 Degrees 05 Minutes 02 Seconds West, a distance of 9.66 feet to a point 13.73 feet left of Brighton Trail at Station 6+88.83; thence North 81 Degrees 58 Minutes 57 Seconds West, a distance of 120.57 feet to a point 53.58 feet left of Brighton Trail at Station 5+67.70 and the **POINT OF BEGINNING**; and,

The above described parcel contains 0.107 Acres (4,649 sq. ft.) of Temporary Construction Easement; and,

Being a portion of the same property conveyed to AAA Club Alliance, Inc., a non-profit Delaware corporation (successor-in-interest to AAA Allied Group, Inc., a Delaware non-profit

corporation and successor-by-merger to AAA Bluegrass/Kentucky, Inc., a Delaware corporation, recorded in Corporate Records Book 318, Page 699, in the Fayette County Clerk's Office), by General Warranty Deed dated July 7, 2005, of record in Deed Book 2588, Page 451 and by General Warranty Deed dated October 18, 2007, of record in Deed Book 2765, Page 620, both referenced 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 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. 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 temporary construction easement shall take effect upon the commencement of construction of the project and will expire upon the 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 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 same as herein done, and that it will **WARRANT GENERALLY** said title.

The obtaining of these easements was authorized by Resolution 478-2016, passed by the Lexington-Fayette Urban County Council on July 5, 2016. Pursuant to KRS 382.135(2)(c), this deed of easement 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:

AAA CLUB ALLIANCE, INC.,
a non-profit Delaware corporation

BY: Tony Newman
TONY NEWMAN,
EXECUTIVE VICE PRESIDENT

COMMONWEALTH OF KENTUCKY)
)
COUNTY OF FAYETTE)

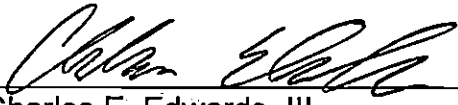
This instrument was subscribed, sworn to and acknowledged before me by Tony Newman, as Executive Vice President, for and on behalf of AAA Club Alliance, Inc., a Delaware non-profit corporation, on this the 3 day of JUNE, 2019.

Paul Willis
Notary Public, State-at-Large, Kentucky

My commission expires: 7 129 2021

Notary ID # 583153

PREPARED BY:



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

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June 17, 2019 11:19:22 AM

Fees	\$26.00	Tax	\$0.00
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Total Paid	\$26.00
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7 Pages

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