

DEED OF EASEMENT

This **DEED OF EASEMENT** is made and entered into this 20th day of March, 2019, by and between **PAUL RUSHING, III, a single person, AND EILEEN F. RUSHING, a single person, AND DAVID S. RUSHING, a single person,** 2330 Pierson Drive, Lexington, Kentucky 40505 ("Grantors"), which is also the in-care of tax mailing address for the current tax year, 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 FOURTEEN DOLLARS AND 00/100 CENTS (\$214.00)**, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantors have **BARGAINED** and **SOLD** and do hereby **GIVE, GRANT** and **CONVEY** unto the Grantee, its successors and assigns, the permanent right to lay, construct, operate, repair, reconstruct and remove sanitary sewer improvements and appurtenances thereto, which sanitary sewer improvements and appurtenances shall be of such dimension, character, construction and use determined by Grantee, 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 Sanitary Sewer Easement
(a portion of 2330 Pierson Drive)
Shandon Park Trunk Sanitary
Sanitary Sewer Improvement Project

COMMENCING at a point, said point lying on the southern right-of-way of Pierson Drive, said point also being the northeast corner of Lot 34, Shandon Park, Unit 1D, of record in Plat Cabinet B, Slide 47, in the Office of the Fayette County

Mail to:
 Lexington-Fayette Urban County Government
 200 E. Main Street
 Department of Law, 11th Floor
 Lexington, Kentucky 40507

Clerk; thence with the eastern property line of Lot 34, South 37 Degrees 31 Minutes 00 Seconds East, 74.31 feet to the **TRUE POINT OF BEGINNING**; thence continuing with said line, South 37 Degrees 31 Minutes 00 Seconds East, 27.87 feet to a point; thence leaving said line and through Lot 34 with the proposed permanent easement, South 15 Degrees 25 Minutes 44 Seconds East, 43.47 feet to a point on the southern line of Lot 34; thence with the southern line of Lot 34, South 42 Degrees 30 Minutes 00 Seconds West, 15.18 feet; thence leaving said line and through Lot 34, North 13 Degrees 39 Minutes 44 Seconds West, 77.40 feet to the **TRUE POINT OF BEGINNING**; and,

The above described parcel contains 716 square feet of permanent easement; and,

Being a portion of the property conveyed to Paul Rushing, III, a single person and Eileen F. Rushing, a single person and David S. Rushing, a single person, by deed dated July 16, 2015, of record in Deed Book 3328, Page 37, in the Fayette County Clerk's Office.

Described on Exhibit "A" attached hereto and incorporated herein by reference.

FURTHER, for and in consideration of the foregoing sum, the receipt and sufficiency of which is hereby acknowledged, Grantors have **BARGAINED** and **SOLD** and do 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 sanitary sewer construction, repair, installation and relocation 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 2330 Pierson Drive)
Shandon Park Trunk Sanitary
Sanitary Sewer Improvement Project

COMMENCING at a point, said point lying on the southern right-of-way of Pierson Drive, said point also being the northeast corner of Lot 34, Shandon Park, Unit 1D, of record in Plat Cabinet B, Slide 47 in the Office of the Fayette County Clerk; thence leaving the said right-of-way with the eastern

property line of Lot 34, South 37 Degrees 31 Minutes 00 Seconds East, 102.17 feet to the **TRUE POINT OF BEGINNING**; thence continuing with said line, South 37 Degrees 31 Minutes 00 Seconds East, 26.59 feet to a point; thence leaving said line and through Lot 34 with the temporary easement, South 15 Degrees 25 Minutes 44 Seconds East, 12.57 feet to a point on the southern line of Lot 34; thence with the southern line of Lot 34, South 42 Degrees 30 Minutes 00 Seconds West, 11.80 feet; thence leaving said line and through Lot 34 with the temporary easement, North 15 Degrees 25 Minutes 44 Seconds West, 43.47 feet to the **TRUE POINT OF BEGINNING**; and,

The above described parcel contains 280 square feet of temporary construction easement; and,

Being a portion of the property conveyed to Paul Rushing, III, a single person and Eileen F. Rushing, a single person and David S. Rushing, a single person, by deed dated July 16, 2015, of record in Deed Book 3328, Page 37, in the Fayette County Clerk's Office.

Described on Exhibit "A" attached hereto and incorporated herein by reference.

TO HAVE AND TO HOLD the above-described easements 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 temporary construction easement runs with the land for the duration of the improvement project and is binding upon the successors and assigns of the Grantors. The above-described permanent easement runs with the land in perpetuity and is binding upon the successors and assigns of the Grantors. The temporary construction easement shall take effect upon the commencement of construction of the project and will expire upon completion of the project.

Grantors 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

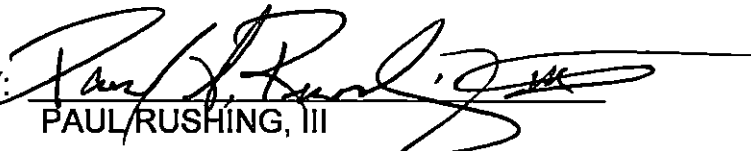
the Grantee's free use of the easement herein granted and provided further that no building or structure shall be erected upon, across, over or through said permanent easement without the prior written consent of the Grantee.

Grantors do 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 do hereby covenant to and with said Grantee, their successors and assigns forever, that they are lawfully seized in fee simple of said property and have good right to sell and convey the easements conveyed herein, and that they will **WARRANT GENERALLY** said title.

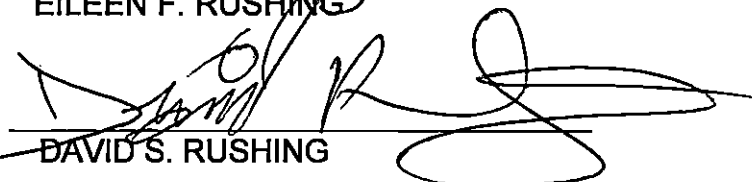
The obtaining of this easement was authorized by Resolution No. 772-2018 passed by the Lexington-Fayette Urban County Council on December 4, 2018. Pursuant to KRS 382.135(2)(a), this deed of easement, which pertains to a public utility need not contain a statement of consideration.

IN TESTIMONY WHEREOF, the Grantors have signed this Deed of Easement, the day and year first above written.

GRANTORS:

BY: 
PAUL RUSHING, III

BY: 
EILEEN F. RUSHING

BY: 
DAVID S. RUSHING

COMMONWEALTH OF KENTUCKY)
)
COUNTY OF FAYETTE)

The foregoing Easement was subscribed, sworn to and acknowledged before me by Paul Rushing, III, a single person, on this the 20th day of March, 2019.

Angela G Wallingford
Notary Public, State-At-Large, Kentucky

My Commission Expires: 12/21/21

Notary ID # 591347

COMMONWEALTH OF KENTUCKY)
)
COUNTY OF FAYETTE)

The foregoing Easement was subscribed, sworn to and acknowledged before me by Eileen F. Rushing, a single person, on this the 20th day of March, 2019.

Angela G Wallingford
Notary Public, State-At-Large, Kentucky

My Commission Expires: 12/21/21

Notary ID # 591347

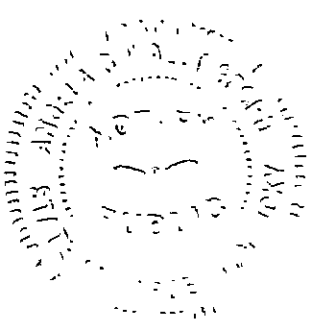
COMMONWEALTH OF KENTUCKY)
)
COUNTY OF FAYETTE)

The foregoing Easement was subscribed, sworn to and acknowledged before me by David S. Rushing, a single person, on this the 19th day of March, 2019.

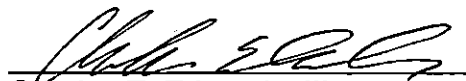
Angela G Wallingford
Notary Public, State-At-Large, Kentucky

My Commission Expires: 12/21/21

Notary ID # 591347



PREPARED BY:



Charles E. Edwards, III

Attorney

Lexington-Fayette Urban County

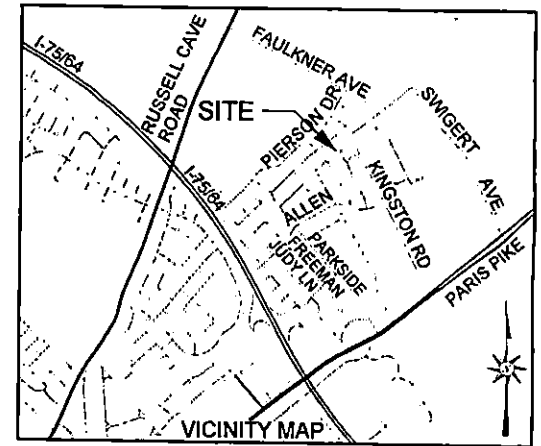
Government

200 West Main Street, 11th Floor

Lexington, Kentucky 40507

(859) 258-3500

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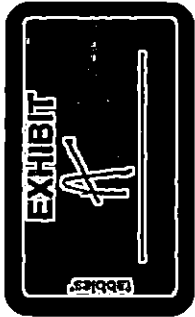
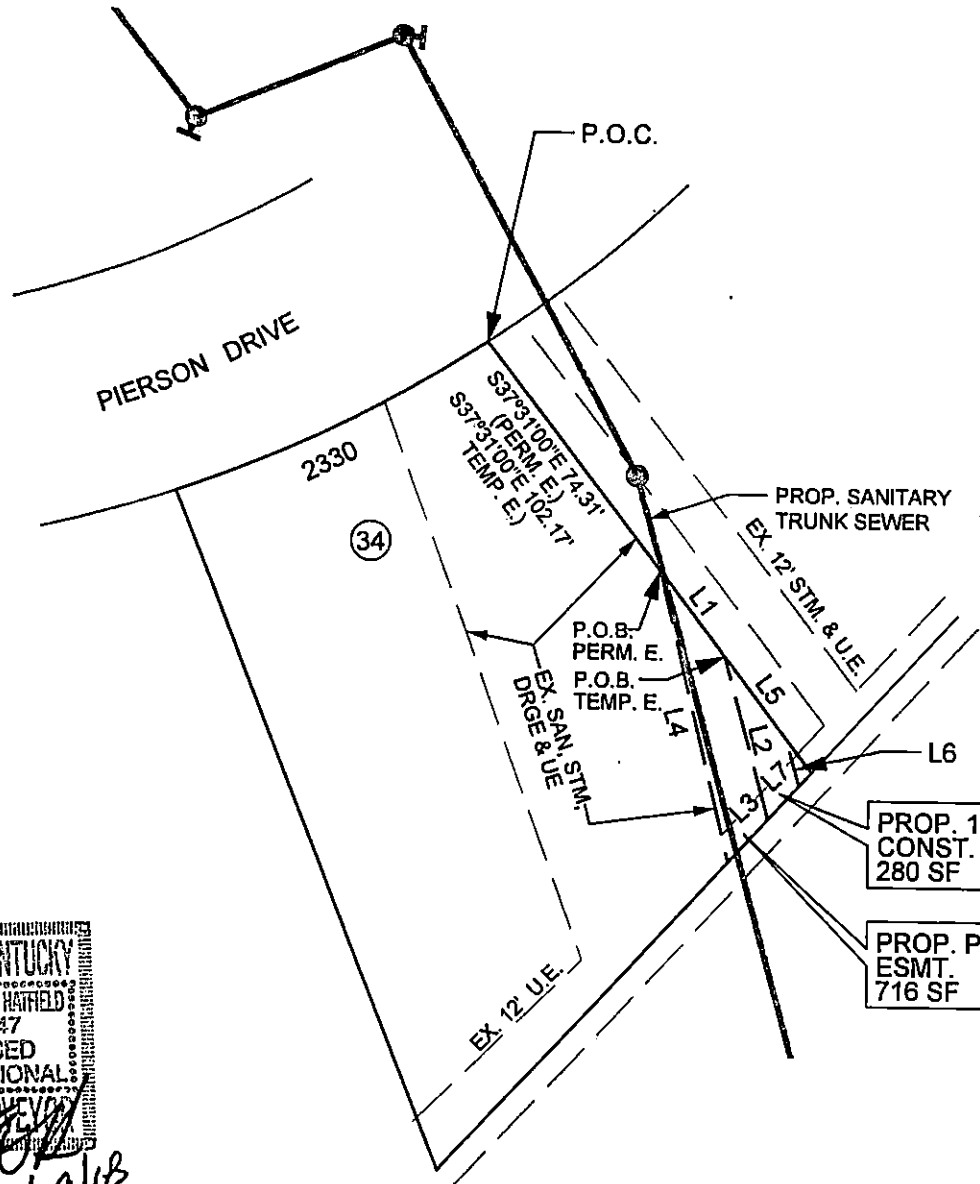
AREAS

PROPOSED TEMPORARY EASEMENT:
280 SF

PROPOSED PERMANENT EASEMENT:
716 SF

LINE TABLE

LINE	BEARING	DISTANCE
L1	S 37°31'00" E	27.87'
L2	S 15°25'44" E	43.47'
L3	S 42°30'00" W	15.18'
L4	N 13°39'44" W	77.40'
L5	S 37°31'00" E	26.59'
L6	S 15°25'44" E	12.57'
L7	S 42°30'00" W	11.80'



STATE OF KENTUCKY
THOMAS WOODS HATFIELD
LS-3547
LICENSED
PROFESSIONAL
LAND SURVEYOR

3/19/18
EA Partners, PLLC

CIVIL ENGINEERS • LAND SURVEYORS • LANDSCAPE ARCHITECTS
3111 WALL STREET
LEXINGTON, KENTUCKY 40513
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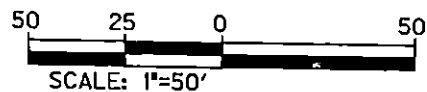



EXHIBIT
TEMPORARY CONSTRUCTION EASEMENT &
PERMANENT EASEMENT
PAUL A. RUSHING, EILEEN RUSHING & DAVID RUSHING
2330 PIERSON DRIVE
LEXINGTON, FAYETTE COUNTY, KENTUCKY
2018

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: PATTY DAVIS ,dc

201904030193

April 3, 2019

12:24:31 PM

Fees	\$29.00	Tax	\$.00
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Total Paid	\$29.00
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8 Pages

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