

PERMANENT SANITARY SEWER EASEMENT

This **PERMANENT SANITARY SEWER EASEMENT** is made and entered into this the 19th day of JUNE, 2019, by and between **WILLIAM L. BENTON and MARSHA W. BENTON, husband and wife**, 632 Pebble Creek Drive, Lexington, Kentucky 40517, which is the in-care of tax mailing address for the current year (hereinafter "Grantors"), 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 **FOUR HUNDRED NINETY-ONE AND 10/100 DOLLARS (\$491.10)**, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, said Grantors have **BARGAINED** and **SOLD** and do hereby **GIVE, GRANT** and **CONVEY** unto the Grantee, its successors and assigns, permanent right to excavate, grade, construct, alter, re-grade and perform related work for the purpose of sanitary sewer construction, installation, improvements, and relocation through and across the following tract of land located in the confines of Lexington, Fayette County, Kentucky, depicted on the attached Exhibit A, and more particularly described as follows, to wit:

Permanent Sanitary Sewer Easement
Lansdowne South Trunk Sewer Replacement Project
(a portion of 632 Pebble Creek Drive)

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

(CC-F)

All that tract or parcel of land being a permanent sanitary sewer easement situated south of Wilson Downing Road in Lexington, Fayette County, Kentucky and being more particularly described as follows, to wit:

Beginning at a point in the southwest corner of the property and being a common corner to 628 Pebble Creek Drive property (Deed Book 1996, Page 005) Belleau Wood Subdivision, Unit 1-A, Lot 4; thence N 32°19'56" E, a distance of 12.24 feet, more or less along the common property line with the 628 Pebble Creek Drive property to **THE POINT OF BEGINNING OF THE PROPOSED PERMANENT SANITARY SEWER EASEMENT**; thence N 32°19'56" E, a distance of 20.61 feet; thence S 71°39'46" E, a distance of 91.95 feet; thence S 71°13'43" E, a distance of 52.83 feet; thence S 00°08'33" E, a distance of 21.14 feet; thence N 71°15'14" W, a distance of 63.07 feet; thence N 71°39'46" W, a distance of 93.40 feet, more or less to the **POINT OF BEGINNING**; and,

The above described parcel contains 3,013.35 square feet of permanent sanitary sewer easement; and,

Included in the above described **PROPOSED PERMANENT SANITARY SEWER EASEMENT** area description is an existing sanitary sewer easement of 1,816.52 square feet; resulting in a net increase of 1,196.83 square feet of new easement area; and,

Being a portion of the property conveyed to William L. Benton and Marsha W. Benton, husband and wife, by deed dated May 6, 1986, of record in Deed Book 1402, Page 626, in the Fayette County Clerk's Office.

TO HAVE AND TO HOLD the above-described easement 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 permanent easement runs with the land in perpetuity and is binding upon the successors and assigns of the Grantors. 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 prior written consent of the Grantee.

Grantors do hereby release and relinquish unto the Grantee, its successors and assigns forever, all of their 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 the Grantee, its successors and assigns forever, that they are lawfully seized in fee simple of said property and have good right to sell and convey the easement as herein done, and that they will **WARRANT GENERALLY** said title.

The obtaining of this easement was authorized by Resolution 58-2019, passed by the Lexington-Fayette Urban County Council on February 7, 2019. Pursuant to KRS 382.135(2)(a), this permanent sanitary sewer easement, which pertains to a public utility, need not contain a statement of consideration.

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

GRANTORS.


WILLIAM L. BENTON



MARSHA W. BENTON

EXHIBIT
A

628 PEBBLE CREEK DR
MESSER PAUL HENRY & D A
PARCEL 20428703
DB 1996, PG 5

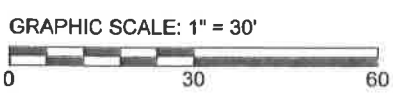
632 PEBBLE CREEK DR
BENTON WILLIAM L & M W
PARCEL 20428702
DB 1402, PG 626

636 PEBBLE CREEK DR
CHRISTINA ABNEY
EVAN SULLIVAN
PARCEL 20428701
DB 3644, PG 472

3724 FOREST GREEN DRIVE
KIDD MARY E
PARCEL 20428756
DB 3172, PG 16

3728 FOREST GREEN DRIVE
JOHNSON CHRISTOPHER M & AURORA D

BASIS OF BEARINGS:
NAD 83 KY NORTH



- ① PERMANENT EASEMENT TRACT NO.
- 1 TEMPORARY CONSTRUCTION EASEMENT TRACT NO.
- ⚠ EXISTING EASEMENT TO BE RELEASED TRACT NO.

- EXISTING EASEMENT AREA
- TEMPORARY CONSTRUCTION EASEMENT
- NEW PERMANENT EASEMENT AREA
- EX. EASEMENT AREA TO BE RELEASED



SANITARY SEWER EASEMENT 632 PEBBLE CREEK DRIVE



340 S BROADWAY & LEXINGTON, KY 40517 & (859) 233-2103 & fax (859) 269-3394

DATE - 03/06/2019	PROJECT NO. 1016-001
DRAWN - kmf	
PROJECT NAME - LANSLOWNE SOUTH TRUNK SEWER REPLACEMENT	
PROJECT LOCATION - LEXINGTON, KENTUCKY	

DEED BOOK 3677 PAGE 460

**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

201906210027

June 21, 2019 8:44:42 AM

Fees \$23.00 Tax \$0.00

Total Paid \$23.00

THIS IS THE LAST PAGE OF THE DOCUMENT

6 Pages

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