

**DEED OF EASEMENT**

This **PERMANENT SANITARY SEWER EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT** is made and entered into this 29<sup>th</sup> day of October, 2020, by and between **MOBERLY BROTHERS PROPERTIES, L.L.C.**, a Kentucky **limited liability company**, which has a mailing address of 221 Brookstown Road, Richmond, Kentucky 40475, (collectively "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");

**W I T N E S S E T H:**

That for and in consideration of the sum of **TWO THOUSAND FIVE HUNDRED TWENTY-FIVE AND 80/100 DOLLARS (\$2,525.80)**, 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, the permanent right to excavate, grade, construct, alter, re-grade and perform related work for the purpose of sanitary sewer improvements and construction, installation 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**  
**Wolf Run Trunks D & E Sewer Replacement Project**  
**(a portion of 827 Lane Allen Road)**

**BEGINNING**, at a point on the western property line shared with John Palumbo II, approximately 62' from the northwestern property corner, thence 222.52 feet at a bearing S 54°09'25" E to a point, thence 114.27 feet at a bearing S 54°09'25" E to the

Return to:  
Cynthia Cannon-Ferguson  
LFUCG, Dept. of Law, 11<sup>th</sup> Floor  
200 E. Main Street  
Lexington, Ky. 40507

075

7

eastern property line shared with LFUCG, thence 20.00 feet at a bearing S 34°39'09" W along the eastern property line to a point, thence 114.69 feet at a bearing N 54°09'25" W to a point, thence 222.07 feet at a bearing N 54°09'25" W to the western property line, thence 20.00 feet at a bearing N 34°33'49" E along the western property line back to the **POINT OF BEGINNING**; and,

The above-described tract contains a total area of 6,735.46 sq. ft. of permanent easement; and,

Being a portion of the same property conveyed to Moberly Brothers Properties, L.L.C., a Kentucky limited liability company, by Deed dated August 2, 2018, of record in Deed Book 3603, Page 292, in the Fayette County Clerk's Office.

**FURTHER**, for and in consideration of the foregoing sum, 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 sanitary sewer placement and construction, installation and relocation through and across the following tract of land located within the confines of Lexington, Fayette County, Kentucky, depicted on Exhibit "A" attached hereto, and more particularly described as follows, to-wit:

**Temporary Construction Easement**  
**Wolf Run Trunks D & E Sewer Replacement Project**  
**(a portion of 827 Lane Allen Road)**

**Tract No.1**

**BEGINNING**, at a point on the western property line shared with John Palumbo II, approximately 62' from the northwestern property corner, thence 222.52 feet at a bearing S 54°09'25" E to a point, thence 114.27 feet at a bearing S 54°09'25" E to the eastern property line shared with LFUCG, thence 10.00 feet at a bearing N 34°40'27" E along the eastern property line to a point, thence 114.07 feet at a bearing N 54°09' 25" W to a point, thence 222.74 feet at a bearing N 54°09' 25" W to the

western property line, thence 10.00 feet at a bearing S 34°33'49" W along the western property line back to the **POINT OF BEGINNING**; and,

The above-described tract contains a total area of 3,367.98 sq. ft. of temporary construction easement; and,

Tract No. 2

**BEGINNING**, at a point on the western property line shared with John Palumbo II, approximately 82' from the northwestern property corner, thence 10.00 feet at a bearing S 34°33'49" W along the western property line to a point, thence 221.85 feet at a bearing S 54°09'25" E to a point, thence 114.89 feet at a bearing S 54°09'25" E to the eastern property line shared with LFUCG, thence 10.00 feet at a bearing N 34°39'09" E along the eastern property line to a point, thence 114.69 at a bearing N 54°09'25" W to a point, thence 222.07 at a bearing N 54°09'25" W to the western property line back to the **POINT OF BEGINNING**; and,

The above-described tract contains a total area of 3,367.50 sq. ft. of temporary construction easement; and,

All of the above-mentioned tracts being a portion of the same property conveyed to Moberly Brothers Properties, L.L.C., a Kentucky limited liability company, by Deed dated August 2, 2018, of record in Deed Book 3603, Page 292, in the Fayette County Clerk's Office.

**TO HAVE AND TO HOLD** the above-described easements, which are also shown on Exhibit "A", attached hereto, 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 run with the land for the duration of the improvement project and is binding upon the successors and assigns of the Grantor. The above-described permanent easement runs with the land in perpetuity 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 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 the prior written consent of the Grantee.

Grantor does hereby release and relinquish unto the Grantee, 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 it is lawfully seized in fee simple of said property and have good right to sell and convey the easements herein, and that it will **WARRANT GENERALLY** said title.

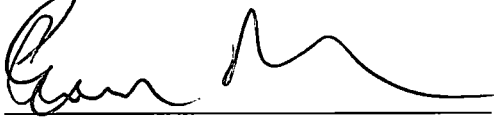
**PROVIDED, HOWEVER,** this conveyance is made subject to any and all easements, restrictions, and/or conditions that may appear of record affecting said property.

The obtaining of this easement was authorized by Resolution No. 256-2020, passed by the Lexington-Fayette Urban County Council on June 11, 2020. Pursuant to KRS 382.135(2)(a), this deed of easement, which pertain to a public utility, need not contain a statement of consideration. This conveyance is exempt from real estate transfer tax pursuant to KRS 142.050.

**IN TESTIMONY WHEREOF,** Grantor has signed this Easement, the day and year first above written.



PREPARED BY:



---

Evan P. Thompson,  
Attorney  
Lexington-Fayette Urban  
County Government  
Department of Law  
200 East Main Street, 11<sup>th</sup> Floor  
Lexington, Kentucky 40507  
(859) 258-3500

X:\Cases\WATER-AIR\20-RE185\RE\00695832.DOC

FURLONG DR.

PARCEL LINE DATA

LINE #	BEARING	DISTANCE
L1	N54°09'25"W	222.07'
L2	N54°09'25"W	114.69'
L3	S34°39'09"W	20.00'
L4	S54°09'25"E	114.27'
L5	S54°09'25"E	222.52'
L6	N34°33'49"E	20.00'
L7	S34°33'49"W	10.00'
L8	S54°09'25"E	221.85'
L9	S54°09'25"E	114.89'
L10	N34°39'09"E	10.00'
L11	N34°40'27"E	10.00'
L12	N54°09'25"W	114.07'
L13	N54°09'25"W	222.74'
L14	S34°33'49"W	10.00'

1900 GARDENSIDE DR.  
 PARCEL NO. 10003960  
 DB 1389 PG 428  
 JOHN A PALUMBO II

827 LANE ALLEN RD.  
 PARCEL NO. 20009430  
 DB 3603 PG 292  
 MOBERLY BROTHERS  
 PROPERTIES LLC

NOTES:

1. THE PURPOSE OF THIS EXHIBIT IS TO DELINEATE A PROPOSED CONVEYANCE FOR A SANITARY SEWER EASEMENT TO LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT.
2. THIS INFORMATION DOES NOT CONSTITUTE A BOUNDARY SURVEY AND SHALL NOT BE USED FOR PURPOSES OF LAND TRANSFER.

LEGEND:




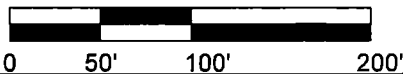
-  - 20' PERMANENT UTILITY EASEMENT (6735.4611 SQ FT)
-  - 10' TEMPORARY CONSTRUCTION EASEMENT (6735.4798 SQ FT)
-  - PROPOSED SEWER LINE

EXHIBIT "A"  
 UTILITY EASEMENT EXHIBIT  
 MAY 11, 2020  
 MOBERLY BROTHERS PROPERTIES  
 LLC PROPERTY  
 827 LANE ALLEN RD  
 LEXINGTON, KY 40504

SCALE: 1"= 100'



LFUCG  
 DIVISION OF WATER QUALITY  
 WOLF RUN TRUNK SEWER LINES D & E

200 E MAIN STREET  
 LEXINGTON, KY 40507



engineering | architecture | geospatial  
 www.grwinc.com

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

202011130075

November 13, 2020                      9:58:30      AM

Fees	\$56.00	Tax	\$0.00
------	---------	-----	--------

Total Paid	\$56.00
------------	---------

THIS IS THE LAST PAGE OF THE DOCUMENT

8 Pages

659 - 666



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: November 20, 2020

Re: Permanent Sanitary Sewer Easement and  
Temporary Construction Easement  
827 Lane Allen Road

Our File No. 20-RE0185  
Wolf Run Trunks D & E Sewer  
Replacement Project

Enclosed is the original recorded Permanent Sanitary Sewer Easement and Temporary Construction Easement for the above-referenced property to the Urban County Government for the Wolf Run Trunks D & E Sewer Replacement Project. Please file the easement with the authorizing legislation, Resolution No. 256-2020.

Please note that the attached asset acquisition form is for the permanent easement only.

If you have any questions, please let me know.

Sincerely,

A handwritten signature in black ink, appearing to read 'Evan P. Thompson', with a long horizontal flourish extending to the right.

Evan P. Thompson  
Attorney

Enclosure

X:\Cases\jWATER-AIR\20-RE0185\MEMO\00714072.DOC

