

**DEED OF EASEMENT**

This **PERMANENT SANITARY SEWER EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT** is made and entered into this the 6<sup>th</sup> day of December, 2022, by and between **RUBEN VALDEZ and LULA L. VALDEZ, husband and wife**, 2382 Le Havre Road, Lexington, Kentucky 40504, 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 **FIVE HUNDRED DOLLARS AND 00/100 CENTS (\$500.00)**, 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

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

and assigns, 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**  
**Parkers Mill Trunk**  
**Sewer Improvement Project**  
**(a portion of 2382 Le Havre Road)**

**Tract A**

All that strip or parcel of land situated on the southeast side of Le Havre Road, north of Versailles Road (US Highway 60) in Lexington, Fayette County, Kentucky, being more fully described and bounded as follows, to wit:

**BEGINNING**, at a common corner between Lot 4, Unit 1-A, and Lot 16, Unit 2, as shown on the Amended Final Plat of Lot 4, Unit 1-A & Plat of Unit 2, Holiday Hills Subdivision (Plat Cabinet D, Slide 583), said point being in the northerly right-of-way line of Versailles Road;

Thence leaving the northerly right-of-way line of Versailles Road, with the easterly property line of Lot 4, North 14°58'55" West, a distance of 56.98 feet to a point;

Thence leaving the easterly property line of Lot 4, with a reference line through the lands of Lot 16, North 48°44'47" East, a distance of 6.69 feet to the **TRUE POINT OF BEGINNING**;

Thence with a new permanent sanitary sewer easement line for two (2) calls:

- 1) North 48°44' 47" East, a distance of 6.16 feet to a point; and
- 2) North 45°50' 19" East, a distance of 50.11 feet to a point;

Thence with an existing sanitary sewer easement line two (2) calls:

- 1) South 41°19' 08" West, a distance of 52.54 feet to a point; and

- 2) South 03°41' 30" East, a distance of 9.07 feet to a point;

Thence with an existing utility easement line, South 84°16' 51" West, a distance of 3.85 feet to a point;

Thence with an existing drainage and utility easement line, North 14°58' 55" West, a distance of 10.26 feet to the **TRUE POINT OF BEGINNING**; and,

The above-described parcel contains 0.004 Acres (163 sq. ft.) of permanent easement; and

#### **Tract B**

All that strip or parcel of land situated on the southeast side of Le Havre Road, north of Versailles Road (US Highway 60) in Lexington, Fayette County, Kentucky, being more fully described and bounded as follows, to wit:

**BEGINNING**, at a common corner between Lots 16 and 17, as shown on the Amended Final Plat of Lot 4, Unit 1-A & Plat of Unit 2, Holiday Hills Subdivision (Plat Cabinet D, Slide 583), said point being in the northerly right-of-way line of Versailles Road;

Thence leaving the northerly right-of-way line of Versailles Road, with the southwesterly property line of Lot 17, North 24°25'01" West, a distance of 91.69 feet to a point;

Thence leaving the southwesterly property line of Lot 17, with a reference line through the lands of Lot 16, South 45°50'19" West, a distance of 6.37 feet to the **TRUE POINT OF BEGINNING**;

Thence with a new permanent sanitary sewer easement line, South 45°50' 19" West, a distance of 52.89 feet to a point;

Thence with an existing utility easement line, South 84°16' 51" West, a distance of 3.69 feet to a point;

Thence with an existing sanitary sewer easement line two (2) calls:

- 1) North 05°08' 33" West, a distance of 2.38 feet to a point; and
- 2) North 41°19' 08" East, a distance of 57.58 feet to a point;

Thence with an existing drainage and utility easement, South 24°25' 01" East, a distance of 9.22 feet to the **TRUE POINT OF BEGINNING**; and,

The above-described parcel contains 0.008 Acres (356 sq. ft.) of permanent easement; and

Tract A and Tract B, being a portion of the property conveyed to Ruben Valdez and Lula L. Valdez, husband and wife, by Deed dated June 14, 2019, of record in Deed Book 3676, Page 477, 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, Grantors have **BARGAINED** and **SOLD** and do hereby **GIVE, GRANT** and **CONVEY** unto the Grantee, its successors and assigns, 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 in the confines of Lexington, Fayette County, Kentucky, depicted on Exhibit "A" attached hereto, and more particularly described as follows:

**Temporary Construction Easement**  
**Parkers Mill Trunk**  
**Sewer Improvement Project**  
**(a portion of 2382 Le Havre Road)**

**Tract C**

All that strip or parcel of land situated on the southeast side of Le Havre Road, north of Versailles Road (US Highway 60) in Lexington, Fayette County, Kentucky, being more fully described and bounded as follows, to wit:

**BEGINNING**, at a common corner between Lot 4, Unit 1-A, and Lot 16, Unit 2, as shown on the Amended Final Plat of Lot 4, Unit 1-A & Plat of Unit 2, Holiday Hills Subdivision (Plat Cabinet D, Slide 583), said point being in the northerly right-of-way line of Versailles Road;

Thence leaving the northerly right-of-way line of Versailles Road, with the easterly property line of Lot 4, North 14°58' 55" West, a distance of 56.98 feet to a point;

Thence leaving the easterly property line of Lot 4, with a reference line through the lands of Lot 16, North 48°44' 47" East, a distance of 6.69 feet to the **TRUE POINT OF BEGINNING**;

Thence with an existing drainage and utility easement line, North 14°58' 55" West, a distance of 11.10 feet to a point;

Thence with a new temporary construction easement line, North 45°50' 19" East, a distance of 67.55 feet to a point;

Thence with an existing drainage and utility easement line, South 24°25' 01" East, a distance of 9.49 feet to a point;

Thence with an existing sanitary sewer easement line, South 41°19' 08" West, a distance of 13.53 feet to a point;

Thence with a new permanent sanitary sewer easement line for two (2) calls:

- 1) South 45°50' 19" West, a distance of 50.11 feet to a point; and
- 2) South 48°44' 47" West, a distance of 6.16 feet to the **TRUE POINT OF BEGINNING**; and,

The above described parcel contains 0.016 Acres (678 sq. ft.) of temporary construction easement; and

#### **Tract D**

All that strip or parcel of land situated on the southeast side of Le Havre Road, north of Versailles Road (US Highway 60) in Lexington, Fayette County, Kentucky, being more fully described and bounded as follows, to wit:

**BEGINNING**, at a common corner between Lots 16 and Lot 17, as shown on the Amended Final Plat of Lot 4, Unit 1-A & Plat of Unit 2, Holiday Hills Subdivision (Plat Cabinet D, Slide 583), said point being in the northerly right-of-way line of Versailles Road;

Thence leaving the northerly right-of-way line of Versailles Road, with the southwesterly property line of Lot 17, North 24°25' 01" West, a distance of 91.69 feet to a point;

Thence leaving the southwesterly property line of Lot 17, with a reference line through the lands of Lot 16, South 45°50' 19" West, a distance of 6.37 feet to the **TRUE POINT OF BEGINNING**;

Thence with an existing drainage and utility easement line, South 24°25'01" East, a distance of 10.62 feet to a point;

Thence with a new temporary construction easement line, South 45°50' 19" West, a distance of 36.71 feet to a point;

Thence with an existing utility easement line, South 84°16'51" West, a distance of 16.08 feet to a point;

Thence with a new permanent sanitary sewer easement line, North 45°50' 19" East, a distance of 52.89 feet to the **TRUE POINT OF BEGINNING**; and,

The above described parcel contains 0.010 Acres (448 sq. ft.) of temporary construction easement; and

Tract C and D, being a portion of the property conveyed Ruben Valdez and Lula L. Valdez, husband and wife, by Deed dated June 14, 2019, of record in Deed Book 3676, Page 477, 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 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 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 easements as herein done, and that they will **WARRANT GENERALLY** said title.

The obtaining of this easement was authorized by Resolution 460-2022, passed by the Lexington-Fayette Urban County Council on August 30, 2022. 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, this the day and year first above written.

GRANTORS:

BY:   
RUBEN VALDEZ

BY:   
LULA L. VALDEZ

COMMONWEALTH OF KENTUCKY       )  
  )  
COUNTY OF FAYETTE                    )

This instrument was acknowledged, subscribed and sworn to before me by  
Ruben Valdez and Lula L. Valdez, husband and wife, on this the 6th day of  
December, 2022.

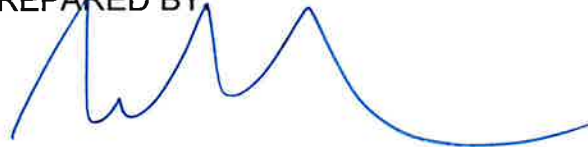
  
\_\_\_\_\_  
Notary Public, Kentucky, State-at-Large

My Commission Expires: 05 / 10 / 2025

Notary ID # KYNP27704



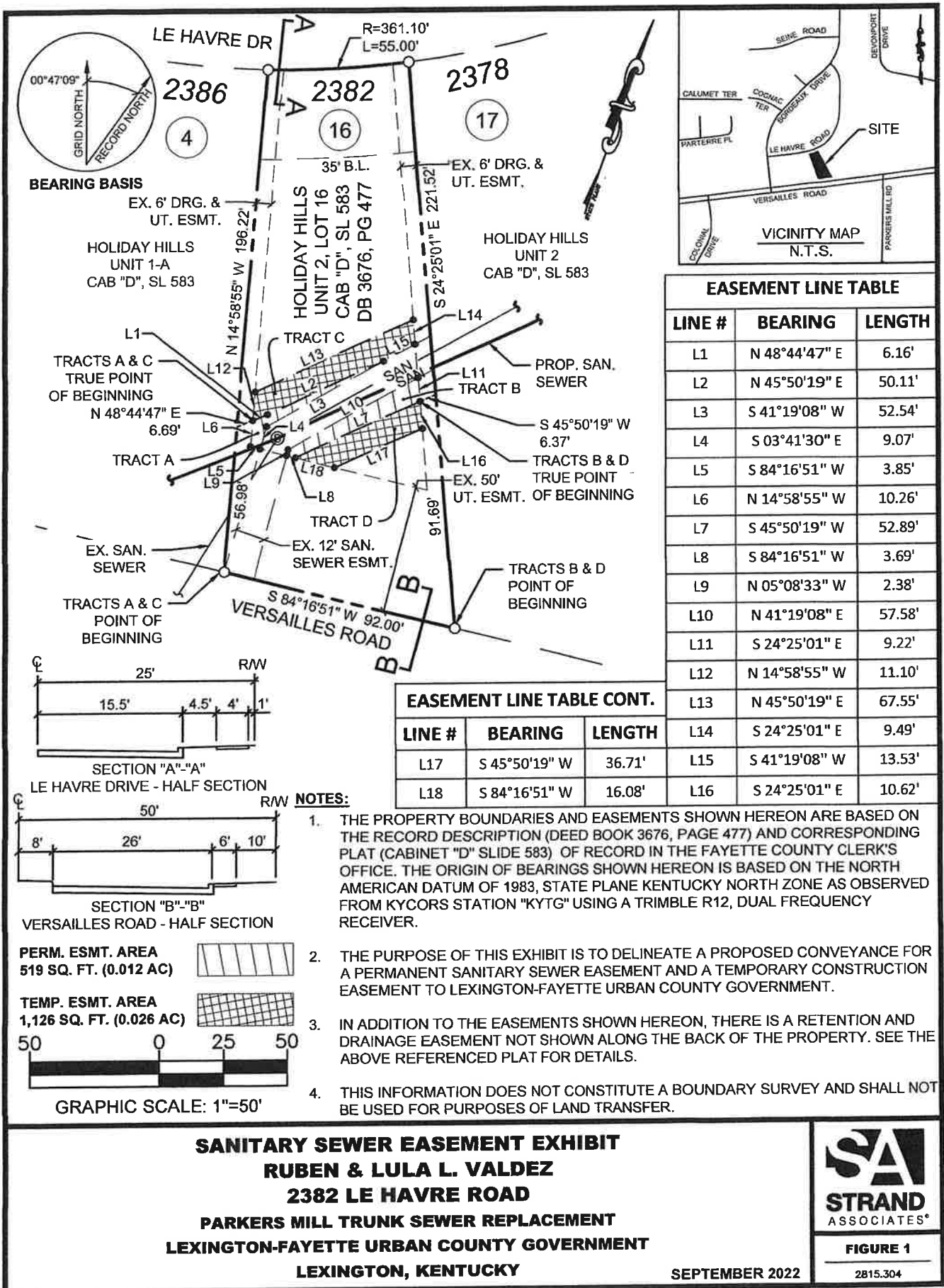
PREPARED BY:



\_\_\_\_\_  
EVAN P. THOMPSON,  
Attorney Sr.  
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: BOBBIE MARSTELLA ,dc**

**202212090070**

**December 9, 2022                      9:44:23      AM**

|             |                |            |               |
|-------------|----------------|------------|---------------|
| <b>Fees</b> | <b>\$62.00</b> | <b>Tax</b> | <b>\$ .00</b> |
|-------------|----------------|------------|---------------|

|                   |                |
|-------------------|----------------|
| <b>Total Paid</b> | <b>\$62.00</b> |
|-------------------|----------------|

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**10    Pages**

**314    -    323**