

DEED OF EASEMENT

This **PERMANENT SANITARY SEWER EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT** is made and entered into this the 6TH day of DECEMBER, 2022, by and between **REFUGIO TISCARENO PERALES and MARIA de LOURDES MACIAS (a/k/a MARIA d. LURDES TISCARENO)**, husband and wife, 2376 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

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

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 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 2376 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 Lots 17 and 18, 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 northeasterly property line of Lot 17, North 34°19'49" West, a distance of 154.47 feet to a point;

Thence leaving the northeasterly property line of Lot 17, with a reference line through the lands of Lot 18, North 45°50'19" East, a distance of 6.09 feet to the **TRUE POINT OF BEGINNING**;

Thence with an existing drainage and utility easement line, North 34°19'49" West, a distance of 16.07 feet to a point;

Thence with an existing sanitary sewer easement line, North 41°19'08" East, a distance of 58.74 feet to a point;

Thence with an existing drainage and utility easement line, South 43°48'11" East, a distance of 20.46 feet to a point;

Thence with a new permanent sanitary sewer easement line, South 45°50'19" West, 61.18 feet to the **TRUE POINT OF BEGINNING**; and,

The above-described parcel contains 0.025 Acres (1,083 sq. ft.) of permanent easement; and

Tract A, being a portion of the property conveyed to Refugio Tiscareno Perales, a married person, by Deed dated February 2, 2005, of record in Deed Book 2531, Page 492, 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 2376 Le Havre Road)

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 17 and 18, 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 northeasterly property line of Lot 17, North 34°19' 49" West, a distance of 154.47 feet to a point;

Thence leaving the northeasterly property line of Lot 17, with a reference line through the lands of Lot 18, North 45°50' 19" East, a distance of 6.09 feet to the **TRUE POINT OF BEGINNING**;

Thence with a new permanent sanitary sewer easement line, North 45°50'19" East, a distance of 61.18 feet to a point;

Thence with an existing drainage and utility easement line, South 43° 48'11" East, a distance of 10.00 feet to a point;

Thence with a new temporary construction easement line, South 45°50' 19" West, a distance of 62.85 feet to a point;

Thence with an existing drainage and utility easement line, North 34°19' 49" West, a distance of 10.15 feet to the **TRUE POINT OF BEGINNING**; and,

The above described parcel contains 0.014 Acres (620 sq. ft.) of temporary construction easement; and

Tract B, being a portion of the property conveyed to Refugio Tiscareno Perales, a married person, by Deed dated February 2, 2005, of record in Deed Book 2531, Page 492, 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: REFUGIO TISCARENO PERALES
REFUGIO TISCARENO PERALES

BY: MARIA de LOURDES MACIAS
MARIA de LOURDES MACIAS (a/k/a)
MARIA d. LURDES TISCARENO)

COMMONWEALTH OF KENTUCKY)
)
COUNTY OF FAYETTE)

This instrument was acknowledged, subscribed and sworn to before me by Refugio Tiscareno Perales and Maria de Lourdes Macias (a/k/a Maria d. Lurdes Tiscareno), husband and wife, on this the 6th day of December, 2022.


Notary Public, Kentucky, State-at-Large

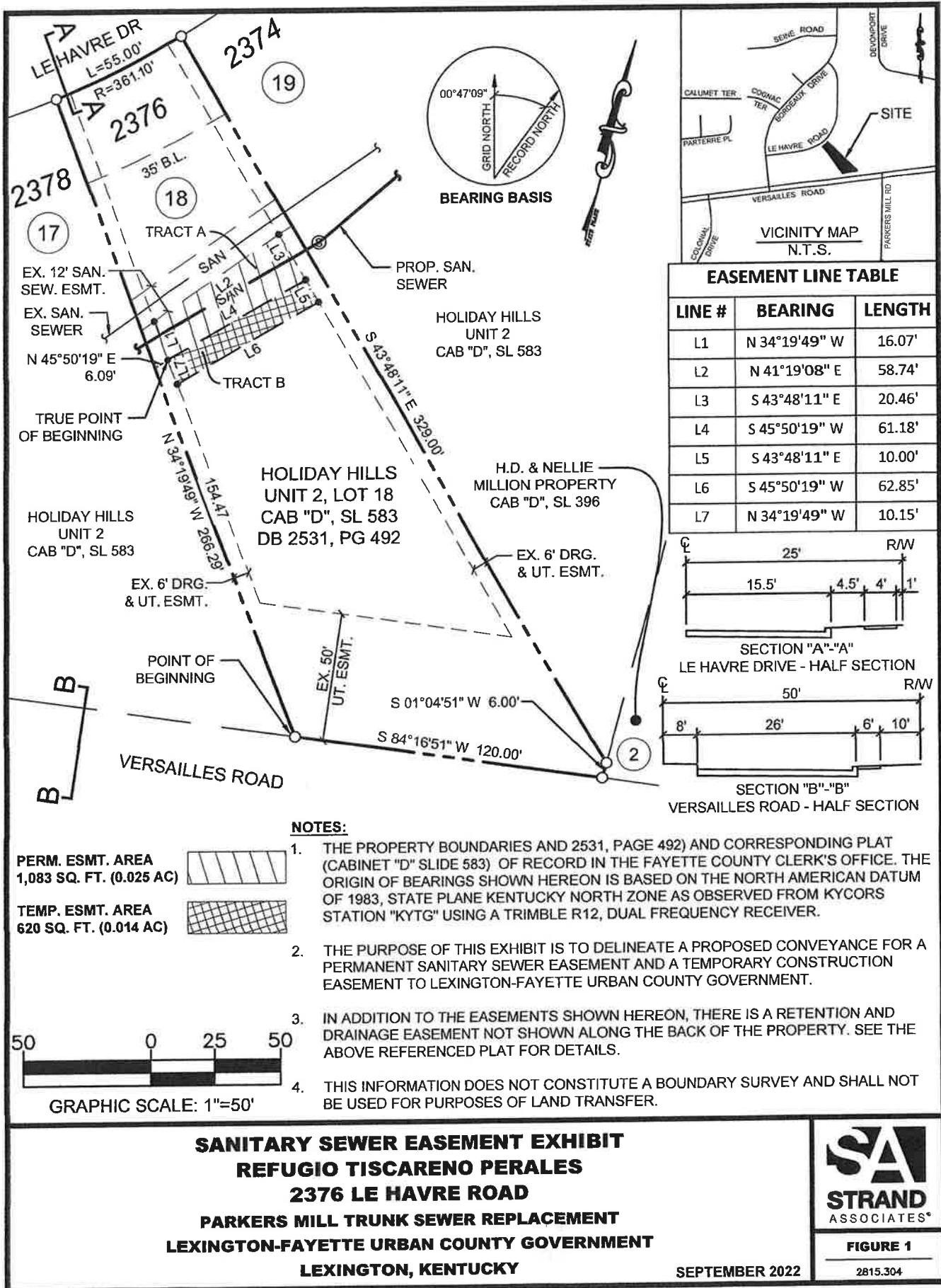
My Commission Expires: 05 / 10 / 2025

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





**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

202212090071

December 9, 2022 9:44:42 AM

Fees	\$56.00	Tax	\$.00
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Total Paid	\$56.00
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