

DEED OF EASEMENT

This **PERMANENT SIDEWALK EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT** is made and entered into this the 26 day of JULY, 2021, by and between **TIMOTHY J. McMURRY, a single person**, 299 Rosemont Garden, Lexington, Kentucky 40503, which is the in-care of tax mailing address for the current year (hereinafter "Grantor"), 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 **THREE HUNDRED DOLLARS AND 00/100 CENTS (\$300.00)**, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, said Grantor has **BARGAINED** and **SOLD** and does hereby **GIVE, GRANT** and **CONVEY** unto the Grantee, its successors and assigns, permanent right to lay, install, construct, maintain, repair, reconstruct, and remove sidewalks and other related improvements and appurtenances thereto, which said sidewalk and appurtenances shall be of such dimension, character, construction and use as determined by Grantee, along, through, under and across the following tract of land located in Lexington, Fayette County, Kentucky and more particularly described as follows, to wit:

Permanent Sidewalk Easement
Rosemont Garden
Sidewalk Improvement Project
(a portion of 299 Rosemont Garden)
Parcel No. 15

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

BEGINNING at a point on the existing Rosemont Garden right-of-way line 15.91 feet left of centerline Station 8+29.26; thence with an easement line, N 28 Degrees 36 Minutes 41 Seconds E a distance of 2.14 feet to a point on the easement line; thence along the easement line, S 58 Degrees 08 Minutes 05 Seconds E a distance of 4.61 feet to a point on the easement line; thence with an easement line, S 13 Degrees 08 Minutes 05 Seconds E a distance of 2.86 feet to a point on the existing Rosemont Garden right-of-way line; thence along the right-of-way line, N 59 Degrees 11 Minutes 08 Seconds W a distance of 6.51 feet to the **POINT OF BEGINNING**; and,

The above described parcel contains 12 square feet of permanent easement; and

Being a portion of the same property conveyed to Timothy J. McMurry, a single person, by Deed dated June 12, 2008, of record in Deed Book 2812, Page 005, 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 lay, install, construct, maintain, repair, reconstruct, and remove sidewalks and other related improvements and appurtenances thereto, which said sidewalk and appurtenances shall be of such dimension, character, construction and use as determined by Grantee, along, through, under and across the following tract of land located in Lexington, Fayette County, Kentucky, and more particularly described as follows:

Temporary Construction Easement
Rosemont Garden
Sidewalk Improvement Project
(a portion of 299 Rosemont Garden)
Parcel No. 15

BEGINNING at a point on the existing Rosemont Garden right-of-way line 15.91 feet from Rosemont Garden centerline Station 8+29.26; thence with a proposed easement line, N 28 Degrees 36 Minutes 41 Seconds E a distance of 2.72 feet to a point on the proposed easement line; thence along the proposed easement line, S 58 Degrees 23 Minutes 49 Seconds E a distance of 51.14 feet to a point on the proposed easement line; thence along the proposed easement line, S 29 Degrees 11 Minutes 06 Seconds W a distance of 2.02 feet to a corner on the proposed easement line; thence along the proposed easement line, N 59 Degrees 11 Minutes 08 Seconds W a distance of 51.08 feet to the **POINT OF BEGINNING**; and,

The above described parcel contains 121 square feet of temporary construction easement; and,

Being a portion of the same property conveyed to Timothy J. McMurry, a single person, by Deed dated June 12, 2008, of record in Deed Book 2812, Page 005, 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 easement runs 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 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 easements herein granted and provided further that no

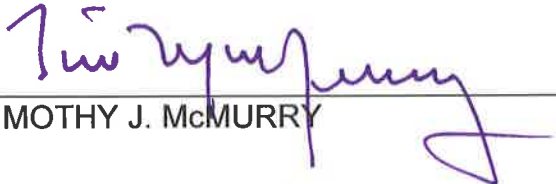
building or structure shall be erected upon, across, over or through said permanent easement without prior written consent of the Grantee.

Grantor does hereby release and relinquish unto the Grantee, its successors and assigns forever, all of his right, title, and interest in and to the property to the extent of the interests conveyed herein, including all exemptions allowed by law, and does hereby covenant to and with the Grantee, its successors and assigns forever, that he is lawfully seized in fee simple of said property and has good right to sell and convey the easements as herein done, and that he will **WARRANT GENERALLY** said title.

The obtaining of this easement was authorized by Resolution 616-2020, passed by the Lexington-Fayette Urban County Council on December 3, 2020. Pursuant to KRS 382.135(2)(a), this deed of easement, which pertains to a public right-of-way, need not contain a statement of consideration.

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

GRANTOR:



TIMOTHY J. McMURRY

[Intentionally Left Blank]

COMMONWEALTH OF KENTUCKY)
)
COUNTY OF FAYETTE)

This instrument was acknowledged, subscribed and sworn to before me by Timothy J. McMurry, a single person, on this the 26 day of JULY, 2021.



Notary Public, State-at-Large, Kentucky

My Commission Expires: 7 / 29 / 2025

Notary ID # KYNP30941

PREPARED BY:



Evan P. Thompson
Attorney
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: PATTY DAVIS ,dc

202107270074

July 27, 2021

9:31:26 AM

Fees	\$50.00	Tax	\$.00
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Total Paid	\$50.00
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