

DEED OF EASEMENT

This **PERMANENT SIDEWALK EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT** is made and entered into this the 4 day of AUGUST, 2021, by and between **JON MICHAEL WHITNEY and MICHELLE ANNE HUFFORD, husband and wife**, 265 Rosemont Garden, Lexington, Kentucky 40503, 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 **THREE HUNDRED DOLLARS AND 00/100 DOLLARS (\$300.00)**, 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 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 265 Rosemont Garden)
Parcel No. 22

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 50.42 feet left of centerline Station 12+73.35; thence with an easement line, N 88 Degrees 32 Minutes 49 Seconds E a distance of 3.32 feet to a point on the easement line; thence with an easement along an arc 5.61 feet to the right having a radius of 16.44 feet, the chord of which is S 81 Degrees 40 Minutes 29.83 Seconds E a distance of 5.58 to a point on the easement line; thence with an easement line, S 21 Degrees 47 Minutes 00 Seconds W a distance of 2.90 feet to a point on the existing Rosemont Garden right-of-way line; thence along the right-of-way line, N 66 Degrees 15 Minutes 00 Seconds W a distance of 8.49 feet to the **POINT OF BEGINNING**; and,

The above described parcel contains 15 square feet of permanent easement; and

Being a portion of the same property conveyed to Neil Fairweather and Michelle A. Fairweather, husband and wife, by Deed, dated July 12, 1996, of record in Deed Book 1858, Page 739, in the Fayette County Clerk's Office. Said Neil Fairweather conveyed his interest in the property to Michelle Anne Hufford (formerly Michelle A. Fairweather), formerly a single person (now married), by Quitclaim Deed, dated March 29, 2001, of record in Deed Book 2239, Page 618, 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 265 Rosemont Garden)
Parcel No. 22

BEGINNING at a point on the existing Rosemont Garden right-of-way line 21.97 feet from the Rosemont Garden centerline Station 14+97.97; thence with a proposed easement line, N 22 Degrees 17 Minutes 51 Seconds E a distance of 3.36 feet to a point on the proposed easement line; thence along the proposed easement line, S 70 Degrees 20 Minutes 42 Seconds E a distance of 6.67 feet to a point on the proposed easement line; thence along the proposed easement line, S 73 Degrees 51 Minutes 21 Seconds E a distance of 17.84 feet to a point on the proposed easement line; thence along the proposed easement line, S 63 Degrees 28 Minutes 11 Seconds E a distance of 3.03 feet to a point on the proposed easement line; thence along the proposed easement line, S 60 Degrees 22 Minutes 08 Seconds E a distance of 22.72 feet to a point on the proposed easement line; thence along the proposed easement line, S 21 Degrees 47 Minutes 00 Seconds W a distance of 0.82 feet to a point on the existing Rosemont Garden right-of-way line; thence with an easement line along an arc to the right 5.60 feet having a radius of 16.44 feet, the chord of which is N 83 Degrees 23 Minutes 38 Seconds W a distance of 5.57 feet to a point; thence along the proposed easement line, N 88 Degrees 32 Minutes 49 Seconds W a distance of 3.32 feet to a point on the existing Rosemont Garden right-of-way line; thence along the existing Rosemont Garden right-of-way line, N 66 Degrees 15 Minutes 00 Seconds W a distance of 41.51 feet to the **POINT OF BEGINNING**; and,

The above described parcel contains 228 square feet of temporary construction easement; and,

Being a portion of the same property conveyed to Neil Fairweather and Michelle A. Fairweather, husband and wife, by Deed, dated July 12, 1996, of record in Deed Book 1858, Page 739, in the Fayette County Clerk's Office. Said Neil Fairweather conveyed his interest in the property to Michelle Anne Hufford (formerly Michelle A. Fairweather), formerly a single person (now married), by Quitclaim Deed, dated

March 29, 2001, of record in Deed Book 2239, Page 618, 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 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 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 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.

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 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 Grantors have signed this Deed of Easement, this the day and year first above written.

GRANTORS:




JON MICHAEL WHITNEY



MICHELLE ANNE HUFFORD


COMMONWEALTH OF KENTUCKY)
)
COUNTY OF FAYETTE)

This instrument was acknowledged, subscribed and sworn to before me by Jon Michael Whitney and Michelle Anne Hufford, husband and wife, on this the 4 day of AUGUST, 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

202108090155

August 9, 2021 10:06:26 AM

Fees	\$53.00	Tax	\$.00
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Total Paid	\$53.00
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