

DEED OF CONVEYANCE AND GRANT OF EASEMENT

This **DEED OF CONVEYANCE AND GRANT OF EASEMENT** is made and entered into this the 14 day of February, 2017, by and between **PATRICK SIRIA and MICHELLE SIRIA, husband and wife**, 2903 Clays Mill Road, Lexington, Kentucky 40503, which is the in-care of tax mailing address for the current year ("Grantors"), and **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, 200 East Main Street, Lexington, Kentucky 40507, ("Grantee").

WITNESSETH:

That for and in consideration of the sum of **TWO THOUSAND EIGHT HUNDRED DOLLARS AND 00/100 (\$2,800.00)**, 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 forever the following tract of land located in the confines of Lexington, Fayette County, Kentucky, and more particularly described as follows, to wit:

Fee Simple Right-of-Way
(a portion of 2903 Clays Mill Road)

Clays Mill Road Improvement Project, Section 1
(Harrodsburg Road to New Circle Road)
Parcel No. 16A

Beginning at a point 27.09 feet left of Clays Mill Road at Station 182+99.71; thence North 65 Degrees 56 Minutes 39 Seconds West a distance of 5.96 feet to a point 33.00 feet left of Clays Mill Road at Station 128+98.96; thence along an

Return to:
Charles E. Edwards III
LFUCG, Dept. of Law, 11th Floor
200 East Main Street
Lexington, KY 40507

(CC-F)

arc 66.36 feet to the right, having a radius of 1,533.00 feet, the chord of which is North 32 Degrees 40 Minutes 44 Seconds East for a distance of 66.35 feet, to a point 33.00 feet left of Clays Mill Road at Station 129+63.89; thence South 65 Degrees 56 Minutes 38 Seconds East a distance of 5.37 feet to a point 27.71 feet left of Clays Mill Road at Station 129+64.79; thence along an arc 66.27 feet to the left, having a radius of 1,949.59 feet, the chord of which is South 32 Degrees 10 Minutes 20 Seconds West for a distance of 66.26 feet and the POINT OF BEGINNING; and,

The above described parcel contains 0.009 acres (375 sq. ft.) in fee simple; and

Being a portion of the property conveyed to Patrick Siria and Michelle Siria, husband and wife, by deed dated November 26, 2001, of record in Deed Book 2246, Page 717, 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 roadway improvements, construction, installation, relocation and removal through and across the following tract of land located in the confines of Lexington, Fayette County, Kentucky, and more particularly described as follows, to wit:

Temporary Right-of-Way Construction Easement
(a portion of 2903 Clays Mill Road)

Clays Mill Road Improvement Project, Section 1
(Harrodsburg Road to New Circle Road)
Parcel No. 16B

Being a tract of land lying in Fayette County on the west side of Clays Mill Road, point of beginning being approximately 169 feet south of the intersection of Cecil Way and Clays Mill Road, and more particularly described as follows:

Beginning at a point 33.00 feet left of Clays Mill Road at Station 128+98.96; thence North 65 Degrees 56 Minutes 39 Seconds West a distance of 5.36 feet to a point 38.31 feet left of Clays Mill Road at Station 128+98.29; thence North 31 Degrees 45 Minutes 05 Seconds East a distance of 47.80 feet to a point 38.77 feet left of Clays Mill Road at Station 129+44.89; thence North 58 Degrees 14 Minutes 55 Seconds West a distance of 7.55 feet to a point 46.33 feet left of Clays Mill Road at Station 129+44.71; thence North 24 Degrees 03 Minutes 21 Seconds East a distance of 17.22 feet to a point 49.15 feet left of Clays Mill Road at Station 129+61.17; thence South 65 Degrees 56 Minutes 39 Seconds East a distance of 16.39 feet to a point 33.00 feet left of Clays Mill Road at Station 129+63.89; thence along an arc 66.36 feet to the left, having a radius of 1,533.00 feet, the chord of which is South 32 Degrees 40 Minutes 44 Seconds West for a distance of 66.35 feet and the POINT OF BEGINNING; and,

The above described parcel contains 0.012 acres (526 sq. ft.) of temporary construction easement; and

Being a portion of the property conveyed to Patrick Siria and Michelle Siria, husband and wife, by deed dated November 26, 2001, of record in Deed Book 2246, Page 717, in the Fayette County Clerk's Office.

TO HAVE AND TO HOLD the above-described fee simple right-of-way and easement together with all rights, appurtenances, and improvements thereunto belonging unto said Grantee, its successors and assigns, 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 temporary construction easement shall take effect upon the commencement of construction of the project and will expire upon completion of the project.

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 same as herein done, and that they will **WARRANT GENERALLY** said title.

The obtaining of this easement was authorized by Resolution 477-2016, passed by the Lexington-Fayette Urban County Council on July 5, 2016. Pursuant to KRS 382.135(2)(c), this deed and grant of easement, which conveys public right-of-way, need not contain a statement of consideration.

IN TESTIMONY WHEREOF, the Grantors have signed this Deed of Conveyance and Temporary Easement, this the day and year first above written.

GRANTORS:



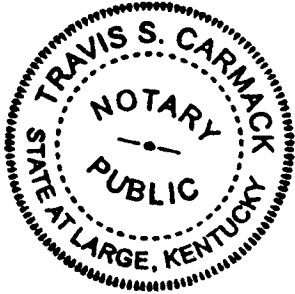
PATRICK SIRIA



MICHELLE SIRIA

COMMONWEALTH OF KENTUCKY)
)
COUNTY OF FAYETTE)

This instrument was acknowledged, subscribed and sworn to and acknowledged before me by Patrick Siria and Michelle Siria, husband and wife, on this the 14 day of Feb, 2017.



[Signature] ID# 484692
Notary Public, Kentucky, State at Large

My Commission Expires: 3/5/2017

PREPARED BY:

[Signature]

Charles E. Edwards, III
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: SHEA BROWN ,dc

201702170028

February 17, 2017 8:44:33 AM

Fees	\$23.00	Tax	\$3.00
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Total Paid	\$26.00
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6 Pages

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