

Fayette County, Item No. 07-366.00

GRANT OF EASEMENT

THIS DEED, entered into on the _____ day of _____, 2014 by and between The Lexington Municipal Improvement Corporation, whose address is 200 East Main Street, Lexington, KY 40507, party of the first part, (in whose care the state and county tax bill for the aforesaid calendar year may be sent); and the COMMONWEALTH OF KENTUCKY for the use and benefit of the TRANSPORTATION CABINET, DEPARTMENT OF HIGHWAYS, 200 Mero Street, Frankfort, Kentucky 40622, party of the second part.

WITNESSETH: That the Grantor in consideration of, the benefit to be derived from the highway construction the receipt of which is hereby acknowledged, have/has bargained and sold and do/does hereby sell, grant and convey to the Grantee, its successors and assigns forever, the following described property and property rights, viz:

A tract of land in Lexington, Fayette County, Kentucky; said tract being a southwest portion of a parcel of land known now or formerly as 1138 Finney Drive; said tract being more particularly described as follows:

Tract 33

Being a tract of land in Fayette County, lying 515' east of the intersection of KY 4 (New Circle Road) and Georgetown Road, and being more particularly described as follows:

Tract A

Beginning at a point in the existing right of way line of KY 4 (New Circle Road) 57.46 feet right of Frontage Road Sta. 6+20.00;

Thence with the existing right of way line N53°27'52"E, 93.01 feet to a point in the proposed temporary easement line 58.46 feet right of Frontage Road Sta. 7+13.00;

Thence with the proposed temporary easement line for the following calls:

- S3°20'47"W, 13.86 feet to a point 69.00 feet right of Frontage Road Sta. 7+04.00;
- S52°50'49"W, 70.00 feet to a point 69.00 feet right of Frontage Road Sta. 6+34.00;
- N87°39'15"W, 18.14 feet to the POINT OF BEGINNING.

The above described parcel contains 0.021 acres (899 square feet). It is the specific intention of the grantor(s) herein to convey a temporary easement to the property described above for the purpose of entrance construction; said easement terminates and reverts upon completion of same.

Being a portion of the same tract of land conveyed to Lexington Municipal Improvement Corporation by Rector Allen and Nannie L. Allen, husband and wife, dated October 16, 1964, which is duly recorded in Deed Book No. 815 at page 468 and recorded in the office of the County Clerk of Fayette County, Kentucky.

The acquisition of the right of way of this project was authorized by the Kentucky Department of Highways Official Order No. 108209. The control of access on this project shall be a fully controlled access highway from Sta. 109+00.00 to Sta. 179+30.02 and a partially controlled access highway from Sta. 179+30.02 to Sta. 211+00.00, as required to be set forth in Section 6 of the Kentucky Administrative Regulations, (603 KAR 5:120).

The proposed public road, New Circle Road (KY 4), FD52 034 7664201R, Item No. 7-366.00, the plans for which are on file in the office of the Department of Highways in Frankfort, Kentucky.

CONSIDERATION CERTIFICATE OF GRANTORS

The parties of the first part, The Lexington Municipal Improvement Corporation (Grantor), hereby acknowledge that I (we) have been offered compensation based on a Minor Acquisition Review, but hereby waive that right in exchange for the consideration of, the benefit to be derived from the highway construction. Further parties of the first part, Lexington-Fayette Urban County Government, Grantor herein, hereby certify that this Deed of Conveyance as set forth herein above for the property hereby conveyed is being donated by Grantor for the purpose of highway improvement. Further, parties of the first part, Lexington-Fayette Urban County Government. Grantor herein, hereby certify that the real property conveyed herein is estimated to have a fair cash value of \$2,400. Consideration is exempt from Kentucky Transfer Tax by virtue of KRS 142.050(7)(b).

TO HAVE AND TO HOLD said property and property rights unto the Grantee, its successors and assigns, with all the rights and privileges thereunto belonging with covenants of General Warranty.

