

DEED OF EASEMENT

This **DEED OF EASEMENT** is made and entered into this the 19th day of March, 2019, by and between **BYE PROPERTIES, LLC a Kentucky limited liability company**, 989 Turkey Foot Road, Lexington, Kentucky 40502 which is the in-care of tax mailing address for the current year ("Grantor"), and **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, 200 East Main Street, Lexington, Kentucky 40507, ("Grantee").

WITNESSETH:

That for and in consideration of the sum of **ONE HUNDRED NINETY THOUSAND AND 00/100 DOLLARS (\$190,000.00)**, 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, in perpetuity, the exclusive and permanent right to install, construct, maintain, repair, and inspect a shared-use-path and other related improvements, including walls and other hardscape features and appurtenances thereto, which said shared-use-path, appurtenances, walls, and other hardscape features shall be of such dimension, character, construction, and use as determined by Grantee, and which shall become a part of the Town Branch Trail. This Deed of Easement and the exercise of the rights and privileges herein granted, are subject to and expressly include the following:

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

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DTC 6

1. Grantee shall have the right, but not the obligation, at Grantee's expense, to install, construct, manage, use, repair and maintain a shared-use-path, including walls and other hardscape features. Grantor shall not damage or otherwise harm the final paving of the Path at any time after the completion of the Path.
2. Grantor acknowledges that this Path is for non-motorized vehicles only with the exception of emergency or maintenance vehicles, or as necessary for persons of limited mobility.
3. Grantee shall have the right to make minor modifications to the location of the easement granted herein as reasonably necessary to align the Path.
4. With the exception of the three (3) currently existing points of ingress and egress, Grantor shall not construct, develop, or maintain, or allow any other to construct, develop, or maintain, any right-of-way, easement of ingress or egress, driveway, road, utility line, or other easement into, on, over, under, or across the Path without the prior written permission of the Grantee. Grantor shall not erect fences, barriers, or signs that impede access to or use of the Path, or allow any other to do the same.
5. Grantee shall have the right to erect reasonable signs, blazing, or public art within the Path features.
6. Grantor shall not use the Path, or allow any other to use the Path, for any use which, in the reasonable opinion of Grantee, is or may possess the potential to become inconsistent with the Purposes of this Easement.

7. Grantor and Grantee have the right to cross the Path to repair any damage to the Path.

The tract of land on which the easements will be located is within the confines of Lexington, Fayette County, Kentucky, and more particularly described as follows, to-wit:

Permanent Easement
(a portion of 1115 Manchester Street)
Town Branch Trail, Phase 6
Parcel No. 18A

Being a tract of land situated east of the intersection of Manchester Street (KY Highway 1681) and Forbes Road (KY Highway 1723) in Fayette County, Kentucky, and more particularly described as follows:

Beginning at a point in the northerly right-of-way line of Manchester Street, said point being 21.55 feet left of Manchester Street Station 109+82.95; said point also being in the southerly right-of-way line of RJ Corman Railroad Property, LLC; thence leaving the northerly right-of-way line of Manchester Street with the southerly right-of-way line of RJ Corman Railroad Property, LLC North 84 Degrees 41 Minutes 47 Seconds East a distance of 18.41 feet to a point 31.59 feet left of Manchester Street Station 109+97.73; thence leaving the southerly right-of-way line of RJ Corman Railroad Property, LLC with a new easement line through the lands of BYE Properties, LLC for two (2) calls: South 62 Degrees 24 Minutes 17 Seconds East a distance of 99.94 feet to a point 39.12 feet left of Manchester Street Station 110+95.56; thence South 27 Degrees 35 Minutes 43 Seconds West a distance of 10.00 feet to a point 29.15 feet left of Manchester Street Station 110+96.34, said point being in the northerly right-of-way line of Manchester Street; thence with the northerly right-of-way line of Manchester Street North 62 Degrees 24 Minutes 17 Seconds West a distance of 115.40 feet to the POINT OF BEGINNING;

The above described parcel contains 0.025 acres (1,077.00 square feet) of permanent easement; and

Being a portion of the property conveyed to BYE Properties, LLC, a Kentucky limited liability company, by deed dated

January 1, 2007, of record in Deed Book 2699, Page 714 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, Grantor has **BARGAINED** and **SOLD** and does 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 installing a shared-use-path and other related improvements, including walls and other hardscape features and appurtenances thereto, 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 Construction Easement
(a portion of 115 Manchester Street)

Town Branch Trail, Phase 6
Parcel No. 18B

Being a tract of land situated east of the intersection of Manchester Street (KY Highway 1681) and Forbes Road (KY Highway 1723) in Fayette County, Kentucky, and more particularly described as follows:

Beginning at a point in the northerly right-of-way line of Manchester Street, said point being 21.55 feet left of Manchester Street Station 109+82.95; said point also being in the southerly right-of-way line of RJ Corman Railroad Property, LLC; thence leaving the northerly right-of-way line of Manchester Street with the southerly right-of-way line of RJ Corman Railroad Property, LLC North 84 Degrees 41 Minutes 47 Seconds East a distance of 18.41 feet to the TRUE POINT OF BEGINNING, said point being 31.59 feet left of Manchester Street Station 109+97.73; thence continuing with the southerly right-of-way line of RJ Corman Railroad Property, LLC North 84 Degrees 41 Minutes 47 Seconds East a distance of 18.41 feet to a point 42.01 feet left of Manchester Street Station 110+12.04; thence leaving the southerly right-of-way line of RJ Corman Railroad

Property, LLC with a new easement line through the lands of BYE Properties, LLC for three (3) calls: South 62 Degrees 24 Minutes 17 Seconds East a distance of 54.48 feet to a point 46.25 feet left of Manchester Street Station 110+63.67; thence South 27 Degrees 35 Minutes 43 Seconds West a distance of 10.00 feet to a point 36.30 feet left of Manchester Street Station 110+64.67; thence North 62 Degrees 24 Minutes 17 Seconds West a distance of 69.94 feet to the TRUE POINT OF BEGINNING;

The above described parcel contains 0.014 acres (622.00 square feet) of temporary construction easement; and

Being a portion of the property conveyed to BYE Properties, LLC, a Kentucky limited liability company, by deed dated January 1, 2007, of record in Deed Book 2699, Page 714 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 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 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 construction easement shall take effect upon the commencement of construction of the project and will expire upon completion of the project.

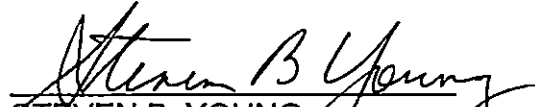
Grantor does hereby release and relinquish unto the Grantee, its successors and assigns forever, all of its right, title, and interest in and to the property to the extent of the interests conveyed herein, including all exemptions allowed by law, and does hereby covenant to and with the Grantee, its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

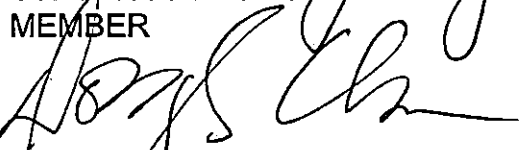
The obtaining of this easement was authorized by Resolution 382-2018, passed by the Lexington-Fayette Urban County Council on June 21, 2018. Pursuant to KRS 382.135(2)(c), this grant of easement, which pertains to a public right-of-way, need not contain a statement of consideration.

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

GRANTOR:

BYE PROPERTIES, LLC


STEVEN B. YOUNG
MEMBER


DOUGLAS ELAM
MEMBER


RANDY BERRY
MEMBER

COMMONWEALTH OF KENTUCKY)
)
COUNTY OF FAYETTE)

This instrument was acknowledged, subscribed and sworn to before me by Steven B. Young, in his capacity as Member of BYE Properties, LLC Inc., on this the 19th day of March, 2019.

D. Zyg #601482
Notary Public, Kentucky, State at Large

My Commission Expires: 5 / 21 / 2022

COMMONWEALTH OF KENTUCKY)
)
COUNTY OF FAYETTE)

This instrument was acknowledged, subscribed and sworn to before me by Douglas Elam, in his capacity as Member of BYE Properties, LLC Inc., on this the 19th day of March, 2019.

D. Zyg #601482
Notary Public, Kentucky, State at Large

My Commission Expires: 5 / 21 / 2022

COMMONWEALTH OF KENTUCKY)
)
COUNTY OF FAYETTE)

This instrument was acknowledged, subscribed and sworn to before me by Randy Berry, in his capacity as Member of BYE Properties, LLC Inc., on this the 19th day of March, 2019.

D. Zyg #601482
Notary Public, Kentucky, State at Large

My Commission Expires: 5 / 21 / 2022

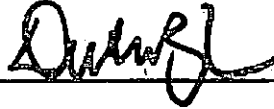
PREPARED BY:

Charles E. Edwards III
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: EMILY GENTRY ,dc

201905060214

May 6, 2019

15:14:07 PM

Fees	\$32.00	Tax	\$0.00
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Total Paid	\$32.00
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9 Pages

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