

DEED OF CONVEYANCE AND TEMPORARY CONSTRUCTION EASEMENT

This **DEED OF CONVEYANCE AND TEMPORARY CONSTRUCTION EASEMENT** is made and entered into this the 26 day of SEPTEMBER, 2019, by and between **STONEHORSE, LLC**, a Kentucky limited liability company ("Grantor"), with an address at 232 S. Ashland Avenue, Lexington, Kentucky 40502, which is also the in-care of tax mailing address for the current tax year, and **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, with an address at 200 East Main Street, Lexington, Kentucky 40507 ("Grantee");

WITNESSETH:

That for and in consideration of the sum of **TWELVE THOUSAND EIGHT HUNDRED DOLLARS AND 00/100 (\$12,800.00)**, 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 forever, in fee simple, a certain tract of land located in the confines of Lexington, Fayette County, Kentucky, described as follows, to wit (the "Property"):

FEE SIMPLE
(a Portion of 2284 Versailles Road)
Parcel No. 2
VERSAILLES ROAD CORRIDOR
IMPROVEMENT PROJECT, SECTIONS 1 & 2

**

All that tract or parcel of land situated at the southeast corner of the intersection of Versailles Road (U.S. 60) and Alexandria Drive in Lexington, Fayette County, Kentucky, as shown on Public Acquisition Minor Subdivision Plat of record in Plat Cabinet R, Slide 972, in the office of the Fayette County Clerk and being more fully described and bounded as follows, to wit:

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

** Identified as Parcel "A"

(C-E)

BEGINNING, at the intersection of the Versailles Road south right-of-way with the Alexandria Drive east right-of-way, being the northwest corner of Stonehorse, LLC (Deed Book 2292, Page 675), said point being South 69°22'05" West, 0.17 feet from a found rebar with survey cap (PLS 3350); thence with said Versailles Road south right-of-way, North 83°29'18" East, 25.37 feet to a set ½ inch diameter rebar 18 inches long with a red survey cap (PLS 3185 Chambliss); thence leaving said Versailles Road south right-of-way for three (3) new lines through the lands of said Stonehorse, LLC: South 01°01'44" East, 17.20 feet to a set ½ inch diameter rebar 18 inches long with a red survey cap (PLS 3185 Chambliss); thence South 39°10'36" West, 17.18 feet to a set ½ inch diameter rebar 18 inches long with a red survey cap (PLS 3185 Chambliss); thence South 88°23'19" West, 14.04 feet to a set ½ inch diameter rebar 18 inches long with a red survey cap (PLS 3185 Chambliss) in said Alexandria Drive east right of way; thence with said Alexandria Drive east right-of-way, North 01°16'19" West, 28.05 feet to the **POINT OF BEGINNING**, containing 662 square feet or 0.02 acre; and,

Being a portion of the same property conveyed to Stonehorse, LLC, a Kentucky limited liability company, by deed dated July 9, 2002, of record in Deed Book 2292, Page 675 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, a temporary right to excavate, grade, construct, alter, re-grade and perform related work for the purpose of right of way improvements 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 2284 Versailles Road)
Parcel No. 2
VERSAILLES ROAD CORRIDOR
IMPROVEMENT PROJECT, SECTIONS 1 & 2

BEGINNING at the intersection of the Versailles Road south right-of-way with the Alexandria Drive east right-of-way, being the northwest corner of

Stonehorse, LLC (Deed Book 2292 ,Page 675), said point being South 69°22'05" West, 0.17 feet from a found rebar with survey cap (PLS 3350); thence with said Versailles Road south right-of-way, North 83°29'18" East, 25.37 feet to the **TRUE POINT OF BEGINNING**; thence continuing with said Versailles Road south right-of-way, North 83°29'18" East, 13.74 feet to a point; thence leaving said Versailles Road south right-of-way for two (2) new lines through the lands of said Stonehorse, LLC: South 00°54'32" East, 42.10 feet to a point; thence South 88°35'06" West, 38.68 feet to a point in said in said Alexandria Drive east right of way; thence with said Alexandria Drive east right-of-way, North 01°16'19" West, 10.58 feet to a point; thence leaving said Alexandria Drive east right-of-way for three (3) new lines through the lands of said Stonehorse, LLC: North 88°23'19" East, 14.04 feet to a point; thence North 39°10'36" East, 17.18 feet to a point; thence North 01°01'44" West, 17.20 feet to the **TRUE POINT OF BEGINNING**, containing 905 square feet or 0.02 acre.

Being a portion of the same property conveyed to Stonehorse, LLC, a Kentucky limited liability company, by deed dated July 9, 2002, of record in Deed Book 2292, Page 675, in the Fayette County Clerk's Office.

TO HAVE AND TO HOLD the fee simple interest and temporary easement, together with all rights, appurtenances, and improvements thereunto belonging, unto said Grantee, its successors and assigns forever, for the purposes and uses herein designated.

Grantee, by accepting delivery of this temporary easement grant, hereby agrees to the following conditions and restrictions on the use of the estate granted herein: (i) Grantee shall not simultaneously block all points of ingress and egress, and shall not block drive aisles; (ii) planned interruptions to the electric, gas, water, sewage and/or telephone servicing the building will be brief and coordinated with the Grantor; and (iii) no more than two (2) parking spaces may be blocked or used by Grantee, their contractors, employees or agents, at any time. Further, Grantee agrees that all surface areas shall be restored, as near as practical, to equal or better, the condition existing prior to any use of an easement granted herein.

The above-described temporary construction easement runs with the land for the duration of the improvement project (but shall expire as of May 1, 2021 if not already expired) and is binding upon the successors and assigns of the Grantor. The temporary construction easement shall take effect upon the commencement of the construction of the project and will expire upon completion of the project.

Grantor does hereby covenant to and with the Grantee, its successors and assigns forever, that it is lawfully seized in fee simple of said property and has good right to sell and convey the same as herein done, and that it will **WARRANT SPECIALLY** said title.

The obtaining of this fee simple interest and temporary easement was authorized by Resolution 698-2017, passed by the Lexington-Fayette Urban County Council on November 16, 2017. Pursuant to KRS 382.135(2)(c), this Deed of Conveyance and Temporary Construction Easement, which conveys public right-of-way, need not contain a statement of consideration.

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

[Signatures on Following Page]

COMMONWEALTH OF KENTUCKY)
)
COUNTY OF FAYETTE)

This instrument was acknowledged, subscribed and sworn to before me by Linda Gorton, in her capacity as Mayor, for and on behalf of Lexington-Fayette Urban County Government, on this the 8th day of October, 2019.

Cynthia A. Cannon-Ferguson
Notary Public, State-at-Large, Kentucky

Notary ID# 573812

My Commission Expires: 2/26/2021

PREPARED BY:

Charles E. Edwards, III
CHARLES E. EDWARDS, III
Attorney
Lexington-Fayette Urban County
Government
200 East Main Street, 11th Floor
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

201910170043

October 17, 2019 9:53:54 AM

Fees	\$26.00	Tax	\$13.00
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Total Paid	\$39.00
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7 Pages

670 - 676

MAYOR LINDA GORTON



LEXINGTON

SUSAN B. SPECKERT
COMMISSIONER
DEPARTMENT OF LAW

To: Abigail Allan, Council Clerk
Council Clerk's Office

From: Department of Law

Date: October 22, 2019

Re: Deed of Conveyance and Temporary Construction Easement
2284 Versailles Road

Our File No. 17-RE1141
Versailles Road Corridor Improvement Project,
Sections 1 & 2

Enclosed is the original recorded Deed of Conveyance and Temporary Construction Easement for the above property to the Urban County Government for the Versailles Road Corridor Improvement Project, Sections 1 & 2. Please file the easement with the authorizing legislation, Resolution No. 698-2017.

Please note that the attached asset acquisition form is only for the fee simple portion acquired.

If you have any questions, please let me know.

Sincerely,

A handwritten signature in black ink, appearing to read "Charles E. Edwards, III".

Charles E. Edwards, III
Attorney

Enclosure

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