

DEED OF CONVEYANCE AND GRANT OF EASEMENTS

This DEED OF CONVEYANCE AND GRANT OF EASEMENTS is made and entered into this the 26th day of September, 2017, by and between the **BOARD OF EDUCATION OF FAYETTE COUNTY, KENTUCKY**, 1126 Russell Cave Road Lexington, Kentucky 40505, which is the in-care of tax mailing address for the current year, party of the FIRST PART, and the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, 200 East Main Street, Lexington, Kentucky 40507, party of the SECOND PART, and the **FAYETTE COUNTY SCHOOL DISTRICT FINANCE CORPORATION**, an agency instrumentally and constituted authority of the Board of Education of Fayette County, Kentucky, 1126 Russell Cave Road, Lexington, Kentucky 40505, party of the THIRD PART.

W I T N E S S E T H :

That for and in consideration of the sum of **THIRTY THREE THOUSAND TWO HUNDRED TWENTY FIVE DOLLARS AND 00/100 (\$33,225.00)**, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the party of the first part has **BARGAINED** and **SOLD** and does hereby **GIVE, GRANT** and **CONVEY** unto the party of the second part, 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 2319 Clays Mill Road)

Parcel No. 63A

Beginning at a point 44.43 feet left of Clays Mill Road at Station 158+51.58; thence North 21 Degrees 54 Minutes 11 Seconds East for a distance of 452.39 feet, to a point 40.84 feet left of Clays Mill Road at Station 163+02.38; thence North 22 Degrees 31 Minutes 32 Seconds East a distance of 82.69 feet, to a point 41.12 feet left of Clays Mill Road at Station 163+84.78; thence along an arc 7.74 feet to the left, having a radius of 14.60 feet, the chord of which is North 07 Degrees 20 Minutes 12 Seconds East a distance of 7.65 feet, to a point 43.18 feet left of Clays Mill Road at Station 163+92.13; thence North 07 Degrees 51 Minutes 07 Seconds West a distance of 4.32 feet, to a point 45.39 feet left of Clays Mill Road at Station 163+95.82; thence along an arc 11.40 feet to the right, having a radius of 22.00 feet, the chord of which is North 06 Degrees 59 Minutes 58 Seconds East a distance of 11.28 feet, to a point 48.50 feet left of Clays Mill Road

Fayette County Clerk Recording
Related Documents
From 157
To 158

Return to Preparer

DTC

at Station 164+06.62; thence North 21 Degrees 51 Minutes 02 Seconds East a distance of 12.20 feet to a point 48.76 feet left of Clays Mill Road at Station 164+18.77; thence North 24 Degrees 44 Minutes 25 Seconds East a distance of 38.14 feet, to a point 47.71 feet left of Clays Mill Road at Station 164+56.74; thence North 25 Degrees 27 Minutes 03 Seconds East a distance of 22.31 feet, to a point 46.88 feet left of Clays Mill Road at Station 164+78.95; thence South 65 Degrees 14 Minutes 58 Seconds East a distance of 14.04 feet, to a point 32.85 feet left of Clays Mill Road at Station 164+78.61; thence South 22 Degrees 04 Minutes 02 Seconds West a distance of 472.61 feet left of Clays Mill Road at Station 160+07.24; thence South 20 Degrees 09 Minutes 34 Seconds West a distance of 157.18 feet, to a point 29.82 feet left of Clays Mill Road at Station 158+50.46; thence North 65 Degrees 14 Minutes 58 Seconds West a distance of 14.65 feet, to a point 44.43 feet left of Clays Mill Road at Station 158+51.58 and the POINT OF BEGINNING.

The above described parcel contains 0.17 acres (7,270 sq. ft.) in fee simple.

The above described property is shown on the Public Acquisition Minor Plat of L.F.U.C.G. Clays Mill Road Improvements of record in Plat Cabinet R, Slide 717, Fayette County Clerk's Office and to which plat reference is hereby made.

Being a part of the same property conveyed to the Board of Education of Fayette County, Kentucky from the Fayette County School District Finance Corporation by deed dated October 9, 2017 and of record in Deed Book 3540, Page 355, Fayette County Clerk's Office.

FURTHER, for and in consideration of the sum hereinbefore mentioned, the receipt and sufficiency of which is hereby acknowledged, the party of the first part does hereby **SELL, GRANT, CONVEY, DEMISE, RELEASE** and **QUIT-CLAIM** unto the party of the second part, its successors and assigns forever, all of its right, title and interest in and to the following tract of land located in the confines of Lexington, Fayette County, Kentucky, and more particularly described as follows: to wit:

PARCEL NO. 63A-Part B
(Existing Prescriptive Right-of-Way)

Beginning at a point 29.82 feet left of Clays Mill Rd at Station 158+50.46 thence North 20 Degrees 09 Minutes 34 Seconds East a distance of 157.18 feet to a point 31.41 feet left of Clays Mill Rod at Station

160+07.24 thence North 22 Degrees 04 Minutes 02 Seconds East a distance of 472.61 feet to a point 32.85 feet left of Clays Mill Rd at Station 164+78.61 thence South 65 Degrees 14 Minutes 58 Seconds East a distance of 30.03 feet to a point 2.82 feet left of Clays Mill Rd at Station 164+77.88 thence South 22 Degrees 04 Minutes 02 Seconds West a distance of 470.70 feet to a point 1.41 feet left of Clays Mill Rd at Station 160+07.24 thence South 20 Degrees 09 Minutes 34 Seconds West a distance of 159.09 feet to a point 0.19 feet right of Clays Mill Rd at Station 158+48.16 thence North 65 Degrees 14 Minutes 58 Seconds West a distance of 30.10 feet to a point 29.82 feet left of Clays Mill Rd at Station 158+50.46 and the POINT OF BEGINNING.

The above described parcel contains 0.43 acres (18,894 sq. ft.) in fee simple.

The above described property is shown on the Public Acquisition Minor Plat of L.F.U.C.G. Clays Mill Road Improvements of record in Plat Cabinet B, Slide 717, Fayette County Clerk's Office and to which plat reference is hereby made.

Being a part of the same property conveyed to the Board of Education of Fayette County, Kentucky from the Fayette County School District Finance Corporation by deed dated October 9, 2017 and of record in Deed Book 3540 Page 355, Fayette County Clerk's Office.

FURTHER, for and in consideration of the sum hereinbefore mentioned, the receipt and sufficiency of which is hereby acknowledged, the party of the first part and the party of the third part have **BARGAINED** and **SOLD** and do hereby **GIVE, GRANT** and **CONVEY** unto the party of the second part, its successors and assigns, a permanent right to excavate, grade, construct, alter, re-grade and perform related work for the purpose of road construction, widening and 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:

Permanent Drainage Easement
(a portion of 2319 Clays Mill Road)

Clays Mill Road Improvement Project Section 1
(Harrodsburg Road to New Circle Road)

Parcel No. 63B

Being a tract of land lying in Fayette County on the west side of Clays Mill Road, point of beginning being approximately 586 feet north of the intersection of Hollyhill Drive and Clays Mill Road, and more particularly described as follows:

Beginning at a point 47.44 feet left of Clays Mill Road at Station 164+64.01; thence North 65 Degrees 14 Minutes 58 Seconds West a distance of 119.82 feet to a point 167.21 feet left of Clays Mill Road at Station 164+67.01; thence North 24 Degrees 45 Minutes 02 Seconds East a distance of 15.00 feet to a point 166.85 feet left of Clays Mill Road at Station 164+81.80; thence South 65 Degrees 14 Minutes 58 Seconds East a distance of 120.00 feet to a point 46.88 feet left of Clays Mill Road at Station 164+78.95; thence South 25 Degrees 27 Minutes 03 Seconds West a distance of 15.00 feet to a point 47.44 feet left of Clays Mill Road at Station 164+64.01 and the POINT OF BEGINNING.

The above described parcel contains 0.041 acres (1,799 sq. ft.) of permanent easement.

Being a portion of the property conveyed to the Fayette County School District Finance Corporation, an agency, instrumentality and constituted authority of the Board of Education of Fayette County, Kentucky, by deed dated May 23, 2011, and of record in Deed Book 3009, Page 464, 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, the party of the first part and the party of the third part have **BARGAINED** and **SOLD** and do hereby **GIVE, GRANT, and CONVEY** unto the party of the second part, its successors and assigns, a temporary right to excavate, grade, construct, alter, re-grade and perform related work for the purpose of roadway improvements and construction, installation and relocation 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 2319 Clays Mill Road)

Clays Mill Road Improvement Project Section 1
(Harrodsburg Road to New Circle Road)

Parcel No. 63C

Being a tract of land lying in Fayette County on the west side of Clays Mill Road, point of beginning being approximately 26 feet south of the intersection of Hollyhill Drive and Clays Mill Road, and more particularly described as follows:

Beginning at a point 44.43 feet left of Clays Mill Road at Station 158+51.58; thence North 65 Degrees 14 Minutes 58 Seconds West for a distance of 16.68 feet, to a point 61.06 feet left of Clays Mill Road at

Station 158+52.84; thence North 22 Degrees 04 Minutes 12 Seconds East a distance of 43.21 feet, to a point 59.86 feet left of Clays Mill Road at Station 158+95.82; thence South 68 Degrees 06 Minutes 50 Seconds East a distance of 12.55 feet, to a point 47.31 feet left of Clays Mill Road at Station 158+95.53; thence North 21 Degrees 53 Minutes 10 Seconds East a distance of 216.32 feet, to a point 44.33 feet left of Clays Mill Road at Station 161+11.01; thence North 14 Degrees 57 Minutes 58 Seconds East a distance of 40.17 feet, to a point 49.04 feet left of Clays Mill Road at Station 161+50.75; thence North 21 Degrees 19 Minutes 56 Seconds East a distance of 139.75 feet to a point 51.00 feet left of Clays Mill Road at Station 162+89.91; thence North 29 Degrees 11 Minutes 26 Seconds West a distance of 16.81 feet, to a point 64.19 feet left of Clays Mill Road at Station 163+00.28; thence North 20 Degrees 01 Minutes 40 Seconds East a distance of 33.44 feet, to a point 65.69 feet left of Clays Mill Road at Station 163+33.51; thence North 82 Degrees 47 Minutes 39 Seconds East a distance of 21.84 feet, to a point 46.75 feet left of Clays Mill Road at Station 163+44.34; thence North 08 Degrees 40 Minutes 33 Seconds East a distance of 70.62 feet to a point 64.09 feet left of Clays Mill Road at station 164+12.48; thence North 24 Degrees 45 Minutes 02 Seconds East a distance of 52.21 feet, to a point 62.65 feet left of Clays Mill Road at Station 164+64.40; thence South 65 Degrees 14 Minutes 58 Seconds East a distance of 15.22 feet, to a point 47.44 feet left of Clays Mill Road at Station 164+64.01; thence South 25 Degrees 27 Minutes 03 Seconds West a distance of 7.30 feet; to a point 47.71 feet left of Clays Mill Road at station 164+56.74; thence South 24 Degrees 44 Minutes 25 Seconds West a distance of 38.14 feet, to a point 48.76 feet left of Clays Mill Road at Station 164+18.77; thence South 21 Degrees 51 Minutes 02 Seconds West a distance of 12.20 feet, to a point 48.50 feet left of Clays Mill Road at Station 164+06.62; thence along an arc 11.40 feet to the left, having a radius of 22.00 feet, the chord of which is South 06 Degrees 59 Minutes 58 Seconds West a distance of 11.28 feet, to a point 45.39 feet left of Clays Mill Road at Station 163+95.82; thence South 07 Degrees 51 Minutes 07 Seconds East a distance of 4.32 feet, to a point 43.18 feet left of Clays Mill Road at Station 163+92.13; thence along an arc 7.74 feet to the right, having a radius of 14.60 feet, the chord of which is South 07 Degrees 20 Minutes 12 Seconds West a distance of 7.65 feet to a point 41.12 feet left of Clays Mill Road at Station 163+84.78; thence South 22 Degrees 31 Minutes 32 Seconds West a distance of 82.69 feet, to a point 40.84 feet left of Clays Mill Road at Station 163+02.38; thence South 21 Degrees 54 Minutes 11 Seconds West a distance of 452.39 feet, to a point 44.43 feet left of Clays Mill Road at Station 158+51.58 and the POINT OF BEGINNING.

The above described parcel contains 0.137 acres (5,974 sq. ft.) of temporary construction easement.

Being a portion of the property conveyed to the Fayette County School District Finance Corporation, an agency instrumentality and constituted authority of the Board of Education of Fayette County, Kentucky, by deed dated May 23, 2011, and of record in Deed Book 3009, Page 464, in the Fayette County Clerk's Office.

TO HAVE AND TO HOLD the above-described fee simple rights-of-way and easements together with all rights, appurtenances, and improvements thereunto belonging unto the party of the second part, its successors and assigns, for the purposes and uses herein designated.

The above-described permanent easement runs with the land in perpetuity and is binding upon the successors and assigns of the parties of the first and third part. 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 parties of the first and third part. The temporary construction easement shall take effect upon the commencement of construction of the project and will expire upon completion of the project.

The party of the first part and the party of the third part do hereby release and relinquish unto the party of the second part, 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 party of the second part, 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 SPECIALLY** said title, provided, however, this covenant and warranty of title does not apply or extend to that portion of the above described property designated as Parcel No. 63A-Part B (Existing Prescriptive Right-of-Way).

Upon completion of any work or construction activities performed by the party of the second part under the aforesaid easements, the property within said easements will be restored to as good condition or better than when said work or construction began. Any and all work or construction activities performed by the party of the second part under said easements will be conducted with adequate barricades so as to protect school children from the construction area and so as not to present any hazard affecting the safe operation of the school located near the easement areas and said work or construction activities will be carried out in a manner that does not substantially interrupt or interfere with any school operations.

To the extent permitted by law, and without waiving any defense available as to any third party, including sovereign immunity, the party of the second part shall indemnify, defend and hold harmless the parties of the first and third part from any liability or responsibility of any nature whatsoever arising directly or inadvertently from

its use of the aforesaid easements unless same is caused by the negligence of the parties of the first or third part, or their respective agents, employees or representatives.


The parties agree that all monetary consideration payable hereunder shall be paid solely to the party of the first part.

The obtaining of this property and easements 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 easements, which conveys public right-of-way, need not contain a statement of consideration. This conveyance is exempt from the transfer tax pursuant to KRS 142.050(7)(b).

IN TESTIMONY WHEREOF, the party of the first part and the party of the third part have signed this Deed of Conveyance and Grant of Easements, this the day and year first above written.


PARTY OF THE FIRST PART:

BOARD OF EDUCATION OF
FAYETTE COUNTY, KENTUCKY

BY: 
MELISSA BACON, CHAIRPERSON

PARTY OF THE THIRD PART:

FAYETTE COUNTY SCHOOL
DISTRICT FINANCE CORPORATION

BY: 
MELISSA BACON, CHAIRPERSON

STATE OF KENTUCKY)
)SCT.
COUNTY OF FAYETTE)

This instrument was acknowledged, subscribed and sworn to before me by Melissa Bacon, in her capacity as Board Chairperson of the Board of Education of Fayette County, Kentucky on behalf of said Board of Education, and by Melissa Bacon, in her capacity as President of the Fayette County School District Finance Corporation on behalf of said Corporation, on this the 26th day of September, 2017.

My Commission Expires: July 6, 2018

Louise R. Robbins
NOTARY PUBLIC, STATE AT LARGE, KY
NOTARY ID #: 514267

Prepared By:

Charles Edwards III

CHARLES EDWARDS III
Attorney
Lexington-Fayette Urban County Government
Department of Law, 11th Floor
200 East Main Street
Lexington, Kentucky 40507
(859) 258-3500

**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: MELISSA STELTER ,dc

201711170158

November 17, 2017 15:13:36 PM

Fees \$32.00 Tax \$.00

Total Paid \$32.00

THIS IS THE LAST PAGE OF THE DOCUMENT

9 Pages

362 - 370