

GRANT OF EASEMENT

This **EASEMENT** is made and entered into this the 21th day of January, 2017, by and between **JOSE SILVA and SILVIA BRINGAS, husband and wife**, 2857 Clays Mill Road, Lexington, Kentucky 40503, which is the in-care of tax mailing address for the current year (hereinafter "Grantors"), and **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, 200 East Main Street, Lexington, Kentucky 40507, (hereinafter "Grantee").

WITNESSETH:

That for and in consideration of the sum of **FIVE THOUSAND TWO HUNDRED AND 00/100 DOLLARS (\$5,200.00)**, 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, the permanent right to excavate, grade, construct, alter, re-grade and perform related work for the purpose of roadway improvements, and 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:

Permanent Easement
(a portion of 2857 Clays Mill Road)

Clays Mill Road Improvement Project, Section 1
(Harrodsburg Road to New Circle Road)
Parcel No. 31A

Being a tract of land lying in Fayette County on the west side of Clays Mill Road, point of beginning and being approximately 118 feet south of the intersections of Lamont

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

DTC

Drive and Clays Mill Road, and more particularly described as follows:

Beginning at a point 42.61 feet left of Clays Mill Road at Station 135+92.61; thence North 64 Degrees 55 Minutes 42 Seconds West a distance of 174.54 feet to a point 213.77 feet left of Clays Mill Road at Station 135+53.22; thence North 37 Degrees 52 Minutes 41 Seconds East a distance of 4.01 feet to a point 213.73 feet left of Clays Mill Road at Station 135+58.33; thence South 66 Degrees 13 Minutes 22 Seconds East a distance of 15.71 feet to a point 198.44 feet left of Clays Mill Road at Station 135+62.90; thence South 63 Degrees 44 Minutes 05 Seconds East a distance of 117.00 feet to a point 83.23 feet left of Clays Mill Road at Station 135+86.65; thence South 71 Degrees 59 Minutes 43 Seconds East a distance of 42.35 feet to a point 42.79 feet left of Clays Mill Road at Station 136+00.04; thence South 33 Degrees 37 Minutes 29 Seconds West a distance of 7.12 feet to a point 42.61 feet left of Clays Mill Road at Station 135+92.61 and the POINT OF BEGINNING; and,

The above described parcel contains 0.014 Acres (606 sq. ft.) of permanent easement; and,

Being a portion of the property conveyed to Jose Silva and Silvia Bringas, husband and wife, by deed dated August 14, 2008, of record in Deed Book 2827, Page 683, in the Fayette County Clerk's Office.

TO HAVE AND TO HOLD the above-described permanent easement together with all rights, appurtenances, and improvements thereunto belonging unto said Grantee, its successors and assigns, for the purposes and uses herein designated.

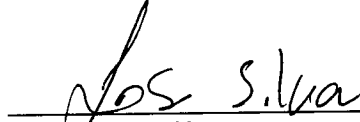
Grantors shall have the full right to use the surface of the land lying over said permanent easement for any purpose desired, provided such use will not interfere with the Grantee's free use of the easement herein granted and provided further that no building or structure shall be erected upon, across, over or through said permanent easement without prior written consent of the Grantee.

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 easement 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)(a), this public utility easement is exempt from the requirements related to certificate of consideration. Pursuant to KRS 142.050, this public utility easement is exempt from real estate transfer tax.

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

GRANTORS:



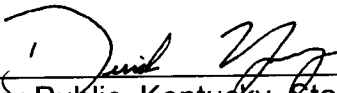
JOSE SILVA



SILVIA BRINGAS


COMMONWEALTH OF KENTUCKY)
)
COUNTY OF FAYETTE)

This instrument was subscribed and sworn to and acknowledged before me by Jose Silva and Silvia Bringas, husband and wife, on this the 24th day of January, 2017.


_____ ID# 506286
Notary Public, Kentucky, State at Large

My Commission Expires: 2 | 24 | 2018


PREPARED BY:



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

201701260099

January 26, 2017 11:37:34 AM

Fees	\$20.00	Tax	\$0.00
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Total Paid	\$20.00
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