

DEED OF CONVEYANCE AND GRANT OF TEMPORARY EASEMENT

This **DEED OF CONVEYANCE AND GRANT OF TEMPORARY EASEMENT** is made and entered into this the 1 day of NOVEMBER, 2018, by and between **TA OPERATING LLC**, a Delaware limited liability company ("Grantor"), with an address at 24601 Center Ridge Road, Westlake, Ohio 44145, which is also the in-care of tax mailing address for the current tax year, and **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT** ("Grantee"), with an address at 200 East Main Street, Lexington, Kentucky 40507;

WITNESSETH:

That for and in consideration of the sum of **THREE THOUSAND THREE HUNDRED TWENTY-FIVE DOLLARS AND 00/100 (\$3,325.00)**, 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, a certain tract of land located in the confines of Lexington, Fayette County, Kentucky, as depicted on Exhibit A attached hereto, and described as follows, to wit (the "Property"):

FEE SIMPLE RIGHT-OF-WAY
(a Portion of 2300 Versailles Road)
Parcel No. 1
VERSAILLES ROAD CORRIDOR
IMPROVEMENT PROJECT, SECTIONS 1 & 2

All that tract or parcel of land situated at the southwest corner of the intersection of Versailles Road (U.S. 60) and Alexandria Drive in Lexington, Fayette County, Kentucky, being more fully described and bounded as follows, to wit:

BEGINNING, at the intersection of the Versailles Road south right-of-way with the Alexandria Drive west right-of-way, being the northeast corner of TA Operating LLC (DB 3342, PG 86), said point being, North 37°22'13" East, 0.26 feet from a found rebar with survey cap (Durr, PLS 4111);

thence with said Alexandria Drive west right-of-way, South 01°16'19" East, 19.49 feet to a set ½ inch diameter rebar 18 inches long with a red survey cap (PLS 3185 Chambliss); thence leaving said Alexandria Drive west right-of-way for a new line through the lands of said TA Operating LLC, North 52°34'04" West, 27.97 feet to a set ½ inch diameter rebar 18 inches long with a red survey cap (PLS 3185 Chambliss), said point being in said Versailles Road south right-of-way; thence with said Versailles Road south right-of-way, North 83°29'18" East, 21.92 feet to the **POINT OF BEGINNING**, containing 213 square feet or 0.005 Acre; and,

Also shown by Plat of record in Plat Cabinet R., Slide 891, in the Fayette County Clerks' Office; and,

Being a portion of the same property conveyed to TA Operating, LLC, a Delaware limited liability company, by deed dated August 26, 2015, of record in Deed Book 3342, Page 86, 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 of way and easement (the "Temporary Easement") over, under and across a certain tract of land located in the confines of Lexington, Fayette County, Kentucky, as depicted on Exhibit A attached hereto, and described as follows (the "Easement Area"), to excavate, grade, construct, alter, re-grade and perform related work for the purpose of roadway improvements located adjacent to the Easement Area:

EASEMENT AREA

TEMPORARY CONSTRUCTION EASEMENT
(a Portion of 2300 Versailles Road)
Parcel No. 1
VERSAILLES ROAD CORRIDOR
IMPROVEMENT PROJECT, SECTIONS 1 & 2

BEGINNING at the intersection of the Versailles Road south right-of-way with the Alexandria Drive west right-of-way, being the northeast corner of TA Operating LLC (DB 3342, PG 86), said point being, North 37°22'13"

East, 0.26 feet from a found rebar with survey cap (Durr, PLS 4111); thence with said Alexandria Drive west right-of-way, South 01°16'19" East, 19.49 feet to the **POINT OF BEGINNING**; thence continuing with said Alexandria Drive west right-of-way, South 01°16'19" East, 11.24 feet to a point; thence leaving said Alexandria Drive west right-of-way for a new line through the lands of said TA Operating LLC, North 53°53'15" West, 45.20 feet to a point in said Versailles Road south right-of-way; thence with said Versailles Road south right-of-way, North 83°29'18" East, 14.14 feet to a point; thence leaving said Versailles Road south right-of-way for a new line through the lands of said TA Operating LLC, South 52°34'04" East, 27.97 feet to the **TRUE POINT OF BEGINNING**, containing 339 square feet or 0.01 Acre; and,

Being a portion of the same property conveyed to TA Operating, LLC, a Delaware limited liability company, by deed dated August 26, 2015, of record in Deed Book 3342, Page 86, in the Fayette County Clerk's Office.

TO HAVE AND TO HOLD the Property, together with all rights, appurtenances, and improvements thereunto belonging, and the Temporary Easement, unto said Grantee, its successors and assigns, for the purposes and uses herein designated. Notwithstanding the foregoing, Grantor and Grantee acknowledge and agree that the above-described conveyance of the Property and Temporary Easement are subject to real estate taxes not yet due and owing and all easements, restrictions, reservations, covenants and other matters now of record and further subject to all matters that a current, accurate survey of the Property and Easement Area would show.

The Temporary Easement runs with the land but shall automatically terminate (without need for any other documentation, notice or recorded material) upon the earlier to occur of (i) the completion of the roadway improvement project located adjacent to the Property, and (ii) December 31, 2020. The Temporary Easement is binding upon the successors and assigns of the Grantor.

Grantor reserves the right of ownership, use and occupancy of the Easement Area. Grantee covenants that (a) all work done on the Property and the Easement Area

shall be done in a good and workmanlike manner, in accordance with all applicable statutes, codes, laws and regulations and, once commenced, shall be completed expeditiously and with as little interference as possible to Grantor's use and enjoyment of the Easement Area, and (b) in no event shall any signs, fixtures or improvements supporting any signs that are located in the Easement Area as of the date hereof be removed or relocated in connection with Grantee's use of the Easement Area. Grantee covenants that it will reasonably restore the surface of the Easement Area to a condition at least equal to that condition in existence immediately prior to the commencement of any such work. Grantee covenants that it will pay to Grantor the reasonable value of any physical damage done to the Easement Area (unless such physical damage is repaired by Grantee in connection with restoring the surface of the Easement Area to a condition at least equal to that condition in existence immediately prior to the commencement of any such work) or any adjacent property owned by Grantor arising at any time out of the exercise by it of the rights herein granted. To the extent permitted by law, and without waiving any defense available to it as to third parties, including that of sovereign immunity, Grantee shall indemnify, defend and hold harmless Grantor, its representatives, affiliates, partners, members, officers, shareholders, directors, employees, customers, agents, invitees and their respective successors and assigns ("Grantor Parties") from and against any and all liability, claims, damages, costs, losses or expenses suffered or incurred by Grantor Parties arising out of, or related to, Grantee's use of the Easement Area or failure to comply with the terms hereof.

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 GENERALLY** said title.

The obtaining of the Property 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), Deed of Conveyance and Grant of Temporary 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 Grant of Temporary Easement, this the day and year first above written.

GRANTOR:

TA OPERATING LLC

By: 

Name: Mark E. Young

Title: Executive Vice President & General Counsel

STATE OF Massachusetts)

COUNTY OF Middlesex)

This instrument was acknowledged, subscribed and sworn to before me by Mark E. Young, in his capacity as Exec. VP & General Counsel for and on behalf of TA Operating LLC, on this the 1 day of NOVEMBER, 2018.


Notary Public, Mass., State at Large

My Commission Expires:

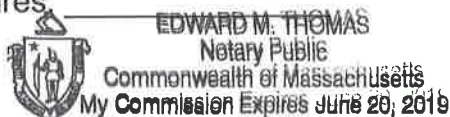


EXHIBIT A

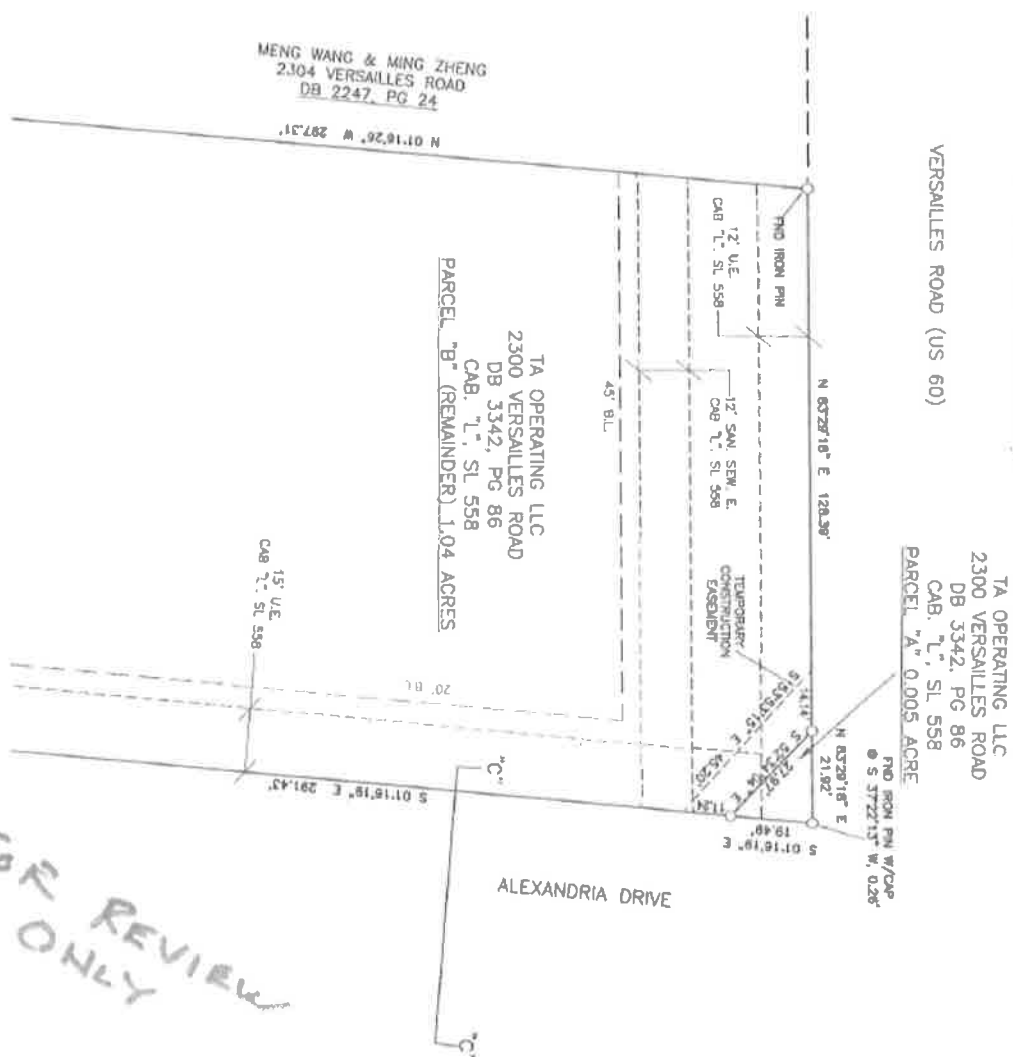
Depiction of Property and Easement Area

(attached)



SITE SURVEYS
 PARCEL "A" (REMAINDER)
 ZONED B-1
 STREET FRONTAGE ON VERSAILLES ROAD-123.30'
 ALEXANDRIA DRIVE-211.45'

SITE SURVEYS
 PARCEL "B"
 ZONED B-1
 STREET FRONTAGE ON VERSAILLES ROAD-123.30'
 ALEXANDRIA DRIVE-211.45'



PLUNGE OF PLAT
 TO ACQUIRE PARCEL "A"
 AS ADDITIONAL RIGHT OF WAY
 TO CREATE A TEMPORARY
 CONSTRUCTION EASEMENT
 ADJACENT TO PARCEL "A"

FOR REVIEW ONLY

OWNER'S REPRESENTATION
 I (WE) DO HEREBY CERTIFY THAT I (WE ARE) THE ONLY OWNER (OWNERS) OF THE PROPERTY PLATTED HEREON, AND THAT I (WE) HAVE RECEIVED ALL NECESSARY CONSENTS FROM ALL OTHER INTERESTED PARTIES TO THE PROPERTY. I (WE) HEREBY AGREE THAT THIS AS-BY (AS-BY) RECORD PLAT FOR THE PROPERTY.

PLANNING COMMISSION APPROVAL
 I DO HEREBY CERTIFY THAT THE RECORD PLAT HAS MET THE REQUIREMENTS SET FORTH IN THE SUBDIVISION REGULATIONS FOR A MINOR PLAT, AND IS NOW ELIGIBLE FOR RECORDATION.

PLANNING COMMISSION SECRETARY _____ DATE _____

RECORDATION NOTICE
 THIS PLAT IS BASED ON A BOUNDARY SURVEY OF THE TA OPERATING LLC PROPERTY OF RECORD IN DEED BOOK 2342, PAGE 86. THE SURVEY WAS PERFORMED ON OCTOBER 2017 BY JAMES W. HARRIS, SURVEYOR, LICENSE NO. 12345. THE TRAVELER WAS NOT ADJUSTED. THE ORIGIN OF THE SURVEY IS BASED ON THE 1883 KENTUCKY STATE PLAIN SURVEY. THE SURVEY WAS PERFORMED IN ACCORDANCE WITH THE SURVEYING ACT OF 1896 AND THE SURVEYING ACT OF 1978. THE SURVEYING ACT OF 1978 CHANGES UNLESS OTHERWISE NOTED HEREON. THIS IS AN URBAN PROPERTY AS DEFINED BY 201 KARL 150. THE SURVEYING ACTS WITH THE SURVEYING ACT OF 1978.

PLANNING COMMISSION SECRETARY _____ DATE _____

WITNESSES

NAME	DATE
_____	_____
_____	_____

LEGAL ACQUISITION PLANNING COMMISSION
 I DO HEREBY CERTIFY THAT ACQUISITION OF THE PROPERTY SHOWN HEREON WAS APPROVED BY THE URBAN COUNTY COUNCIL ON _____ DATE _____

ADDRESS
 * DB 3342, PG 86, CHG L.S. 558

PLANNING COMMISSION SECRETARY _____ DATE _____

**PUBLIC ACQUISITION
 MINOR SUBDIVISION PLAT**

TA OPERATING LLC
 2440 I CENTER RIDGE ROAD
 WEST AIN, OHIO 44145
 CWR

PROJECT NO.: 160070
 DATE: NOVEMBER 2017
 DRAWN BY: JMC
 CHECKED BY: JMC

PROJECT
 VERSAILLES ROAD
 CORRIDOR IMPROVEMENTS
 2300 VERSAILLES ROAD
 LEXINGTON, KY

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
 200 EAST MAIN ST., LEXINGTON, KY 40507
 P (606) 259-3100 - F (606) 258-3194

CLIENT

100 MERCANTILE PLACE
 SUITE 200
 LEXINGTON, KENTUCKY 40502
 PHONE (606) 169-0145

SEAL

CABINET
 SLIDE _____

**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

201901150065

January 15, 2019 9:57:00 AM

Fees	\$32.00	Tax	\$3.50
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Total Paid	\$35.50
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9 Pages

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