

QUITCLAIM DEED

THIS QUITCLAIM DEED made and entered into this _____ day of February, 2024, by and between **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government of the Commonwealth of Kentucky pursuant to Chapter 67A of the Kentucky Revised Statutes, whose mailing address is 200 East Main Street, Lexington, Kentucky 40507 (the “Grantor”) and Claire Collins and Clovis Colins, 3541 Cephas Way, Lexington, Kentucky 40503 (the “Grantee”); the Grantee’s address is the in-care-of tax mailing address for the current tax year.

W I T N E S S E T H:

WHEREAS, by Resolution No. _____ adopted by the Council of the Lexington-Fayette Urban county Government on the _____ day of _____, 2024, authorizes the Mayor to execute a quitclaim deed for a portion of undeveloped right-of-way to the abutting property owner;

NOW, THEREFORE, for and in consideration of the sum of **ONE AND 00/100 DOLLARS (\$1.00)**, and for other good and valuable consideration, the receipt of all of which consideration is hereby acknowledged by Grantor, said Grantor does hereby **REMISE, RELEASE** and forever **QUITCLAIM** unto the Grantee, its successors and assigns forever, all of its right, title and interest in the following described real property situated in the City of Lexington, County of Fayette, Kentucky:

A certain tract of land situated in Lexington, Fayette County, Kentucky, said tract of land lying at the rear of Lot 42, of Stone Creek Estates, Unit 5 (Plat Cabinet 'H', Slide 199), commonly known as 3541 Cephas Way; and being more particularly described as follows:

Beginning at an iron pin (fd.) at the northwest corner of said lot 42; thence with the rear of said lot 42 S15°48'46"E 50.90' to an iron pin (set); thence continuing with said lot 42 S23 11'27"W 45.25' to the southwest corner of lot 42; thence N66°48'33"W 25.00' to a point in the line of Realty Unlimited Blue Grass, LLC (Deed Book 3369, Page 360); thence with Realty Unlimited Blue Grass, LLC for

two calls: N23°11'27"E 36.40' to a point and N15 48°46"W 42.25' to a point; thence N74°11'14"E 25.00' to the Point of Beginning and containing 0.0502 acres.

TO HAVE AND TO HOLD the same unto the Grantee, its successors or assigns, subject to all easements and encumbrances of record and to any and all rights of others recognized or permitted by the Grantor for the presence of utilities in or upon the property, and in respect to such utility rights, where no easement exists, including without limitation the following: an easement allowing Kentucky Utilities Company, or its successor in interest, to maintain its facilities and equipment on the Premises; an easement allowing Columbia Gas of Kentucky, Inc., or its successor in interest, to maintain its gas line(s) on the Premises; and an easement allowing Windstream Communications, LLC, or its successor in interest, to maintain facilities and equipment on the Premises or to access same from the Premises. This instrument is exempt from the requirements for a Consideration Certificate by KRS 382.152(2)(c).

IN WITNESS WHEREOF, Grantor causes this instrument to be executed by its duly authorized officer on this the day and year first above written, pursuant to the Ordinance of the Lexington-Fayette Urban County Government, hereinbefore mentioned.

LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT

BY: _____
Linda Gorton, Mayor

COMMONWEALTH OF KENTUCKY)
)
COUNTY OF FAYETTE)

The foregoing deed was subscribed, sworn to, and acknowledged before me by Linda Gorton, in her capacity as Mayor of the Lexington-Fayette Urban County Government, an urban county government of the Commonwealth of Kentucky, on this the _____ day of _____, 2024.

Notary Public, Kentucky, State at Large

My Commission Expires: _____

PREPARED BY:

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