

**DEED OF CONVEYANCE AND GRANT OF EASEMENT**

This **DEED OF CONVEYANCE AND GRANT OF EASEMENT** is made and entered into this the 29 day of NOVEMBER, 2016, by and between **PAUL S. WORTH, single**, 2901 Jason Court, Lexington, Kentucky 40503, which is the in-care of tax mailing address for the current year ("Grantor"), and **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, 200 East Main Street, Lexington, Kentucky 40507, ("Grantee").

**WITNESSETH:**

That for and in consideration of the sum of **ONE THOUSAND FIVE HUNDRED DOLLARS AND 00/100 (\$1,500.00)**, 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, the following tracts of land located in Lexington, Fayette County, Kentucky, and more particularly described as follows, to wit:

**Fee Simple Right-of-Way**  
**(a portion of 2901 Jason Court)**

**Clays Mill Road Improvement Project, Section 1**  
**(Harrodsburg Road to New Circle Road)**  
**Parcel No. 24A & 24B**

Beginning at a point 31.46 feet right of Clays Mill Road at Station 129+43.59; thence North 31 Degrees 58 Minutes 00 Seconds East a distance of 0.79 feet to a point 31.44 feet right of Clays Mill Road at Station 129+44.40; thence North 37 Degrees 36 Minutes 22 Seconds East a distance of 26.23 feet to a point 33.23 feet right of Clays Mill Road at Station

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

*DTC*

129+71.14; thence South 32 Degrees 06 Minutes 11 Seconds West a distance of 26.56 feet to a point 33.96 feet right of Clays Mill Road at Station 129+43.98; thence North 65 Degrees 25 Minutes 24 Seconds West a distance of 2.54 feet to a point 31.46 feet right of Clays Mill Road at Station 129+43.59 and the POINT OF BEGINNING.

The above described parcel contains 0.001 acres (34 sq. ft.) in fee simple;

AND

Beginning at a point 35.47 feet right of Clays Mill Road at Station 130+27.31; thence North 37 Degrees 36 Minutes 22 Seconds East a distance of 8.04 feet to a point 35.63 feet right of Clays Mill Road at Station 130+35.54; thence North 37 Degrees 40 Minutes 32 Seconds East a distance of 4.10 feet to a point 35.70 feet right of Clays Mill Road at Station 130+39.74; thence South 58 Degrees 03 Minutes 51 Seconds East a distance of 16.45 feet to a point 52.09 feet right of Clays Mill Road at Station 130+41.19; thence South 87 Degrees 34 Minutes 09 Seconds West a distance of 21.39 feet to a point 35.47 feet right of Clays Mill Road at Station 130+27.31 and the POINT OF BEGINNING.

The above described parcel contains 0.002 acres (99 sq. ft.) in fee simple;

Being a portion of the property conveyed to Paul S. Worth, unmarried, by deed dated April 15, 1983, of record in Deed Book 1312, Page 160, in the Fayette County Clerk's Office.

**FURTHER**, for and in consideration of the aforementioned sum, 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, the 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 2901 Jason Court)**

**Clays Mill Road Improvement Project, Section 1**  
**(Harrodsburg Road to New Circle Road)**  
**Parcel No. 24C**

Being a tract of land lying in Fayette County on the east side of Clays Mill Road, point of beginning being approximately 124 feet south of the intersection of Cecil Way and Clays Mill Road, and more particularly described as follows:

Beginning at a point 33.96 feet right of Clays Mill Road at Station 129+43.98; thence North 32 Degrees 06 Minutes 11 Seconds East a distance of 26.56 feet to a point 33.23 feet right of Clays Mill Road at Station 129+71.14; thence North 37 Degrees 36 Minutes 22 Seconds East a distance of 54.92 feet to a point 35.47 feet right of Clays Mill Road at Station 130+27.31; thence North 87 Degrees 34 Minutes 09 Seconds East a distance of 21.39 feet to a point 52.09 feet right of Clays Mill Road at Station 130+41.19; thence South 58 Degrees 03 Minutes 51 Seconds East a distance of 14.35 feet to a point 66.39 feet right of Clays Mill Road at Station 130+42.48; thence North 83 Degrees 12 Minutes 36 Seconds West a distance of 30.88 feet to a point 39.60 feet right of Clays Mill Road at Station 130+26.56; thence South 34 Degrees 31 Minutes 02 Seconds West a distance of 79.48 feet to a point 39.93 feet right of Clays Mill Road at Station 129+44.90; thence North 65 Degrees 25 Minutes 24 Seconds West for a distance of 6.03 feet to a point 33.96 feet right of Clays Mill Road at Station 129+43.98 and the POINT OF BEGINNING.

The above described parcel contains 0.014 acres (602 sq. ft.) of temporary construction easement; and

Being a portion of the property conveyed to Paul S. Worth, unmarried, by deed dated April 15, 1983, of record in Deed Book 1312, Page 160, in the Fayette County Clerk's Office.

**TO HAVE AND TO HOLD** the above-described fee simple right-of-way and easement together with all rights, appurtenances, and improvements thereunto

belonging unto said Grantee, its successors and assigns, for the purposes and uses herein designated.

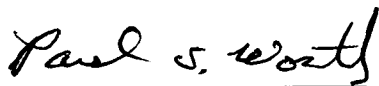
The above-described temporary construction easement runs with the land for the duration of the improvement project and is binding upon the successors and assigns of the Grantor. The temporary construction easement shall take effect upon the commencement of construction of the project and will expire upon completion of the project.

Grantor does hereby release and relinquish unto the Grantee, its successors and assigns forever, all of his right, title, and interest in and to the property to the extent of the interests conveyed herein, including all exemptions allowed by law, and does hereby covenant to and with the Grantee, its successors and assigns forever, that he is lawfully seized in fee simple of said property and has good right to sell and convey the same as herein done, and that he 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)(c), this deed and grant of easement, which conveys public right-of-way, need not contain a statement of consideration.

**IN TESTIMONY WHEREOF**, the Grantor has signed this Deed and Easement, this the day and year first above written.


GRANTOR:




PAUL S. WORTH

COMMONWEALTH OF KENTUCKY )  
 )  
COUNTY OF FAYETTE )

This instrument was acknowledged, subscribed and sworn to before me by Paul S. Worth, single, on this the 29 day of November, 2016.

  
\_\_\_\_\_  
Notary Public, Kentucky, State at Large 506286  
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

201701090340

January 9, 2017                      15:31:34    PM

Fees	\$23.00	Tax	\$1.50
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Total Paid	\$24.50
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6 Pages

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