

GRANT OF EASEMENT

This **GRANT OF EASEMENT** is made and entered into this the 14 day of November, 2017, by and between **COMMONWEALTH OF KENTUCKY, DEPARTMENT OF EDUCATION, DIVISION OF VOCATIONAL EDUCATION, ACTING BY AND THROUGH JAY BOX, PRESIDENT OF KENTUCKY COMMUNITY AND TECHNICAL COLLEGE SYSTEM**, c/o Jay Box, President, Kentucky Community and Technical College System, 300 North Main Street, Versailles, Kentucky 40383, 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 ONE HUNDRED FIFTY DOLLARS AND 00/100 (\$1,150.00)**, 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, in perpetuity, the exclusive and permanent right to install, construct, inspect, maintain, operate, rebuild, repair and perform related work for the purpose of a Shared Use Path which shall become part of the Town Branch Trail 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:

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

(CC-F)

Permanent Easement
(a portion of 185 Opportunity Way

Town Branch Trail, Phase 4
Parcel No. 1

A certain tract of land lying in Fayette County, Kentucky along approximately 1,609 feet northeast of the New Circle overpass clearing R.J. Corman Railroad and adjacent to the BCTC Leestown Campus and being more particularly described as follows:

Beginning at a point 29.99 feet left of proposed Town Branch Trail centerline station 400+77.44, said point being in the existing northeast R.J. Corman Railroad right-of-way and the proposed north Town Branch Trail right-of-way; thence leaving northeast R.J. Corman Railroad right-of-way, North 83 degrees 19 minutes 16 seconds East a distance of 44.07 feet to a point 30.00 feet left of proposed Town Branch Trail centerline Station 401+00.00; thence South 52 degrees 40 minutes 11 seconds East a distance of 85.70 feet to a point 30.00 feet left of the proposed Town Branch Trail centerline Station 401+72.46; said point being in the property line of United States of America; thence with said property line, South 41 degrees 02 minutes 39 seconds West a distance of 38.56 feet to a point 8.56 feet right of proposed Town Branch Trail centerline Station 401+72.85, said point being in the existing R.J. Corman Railroad right-of-way; thence with the existing northeast R.J. Corman Railroad right-of-way, North 48 degrees 45 minutes 25 seconds West a distance of 115.17 feet to the POINT OF BEGINNING; and,

The above described parcel contains 0.0811 Acres (3,532 square feet) of permanent easement; and

Being a portion of the same property conveyed to the Commonwealth of Kentucky, for the use and benefit of the Department of Education, Division of Vocational Education, by Quitclaim Deed dated May 22, 1978, of record in Deed Book 1204, Page 332 and by Corrective Quitclaim Deed dated December 6, 1979, of record in Deed Book 1246, Page 91, both referenced in the Fayette County Clerk's Office.

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

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.

Grantor 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 the prior written consent of Grantee.

Further, the grant of the permanent easement and the exercise of the rights and privileges herein granted, are subject to and expressly include the following:

1. Grantee shall have the right, but not the obligation, at Grantee's expense, to construct, manage, use, repair and maintain a Shared Use Path. Grantor shall not damage or otherwise harm the Path.
2. Grantor shall not use or allow others to use motorized vehicles on the Path, except for emergency vehicles, maintenance vehicles, and motor-driven wheelchairs for the use of handicapped persons.
3. It is understood by the parties that Grantee reserves the right to make minor modifications to the location of the easement granted herein as reasonably necessary because of field conditions and alignment to the

Path. Not rights-of-way, easements of ingress or egress, driveways, roads, utility lines or other easements shall be constructed, developed or maintained into, on, over, under, or across the Path, without the prior written permission of the Grantee.

4. Grantee shall have the right to erect reasonable signs, blazing and public art along the path, within the boundaries of the permanent easement granted herein. Grantor shall not erect fences, barriers or signs that impede access to or use of the Path.
5. No use shall be made of the Path and no activity shall be permitted on the Path that, in the reasonable opinion of the Grantee, is or may possess the potential to become inconsistent with the purposes of this Easement.

The parties do hereby certify pursuant to KRS 382.135 that the consideration stated herein is the full actual consideration paid for the property transferred herein, and the estimated fair cash value of the property conveyed is \$26,975.00. Grantee joins this Deed for the sole purpose of certifying the consideration, as authorized by Resolution No. 644-2017, passed by the Lexington-Fayette Urban County Council on October 26, 2017. This conveyance is exempt from real estate transfer tax pursuant to KRS 142.050.

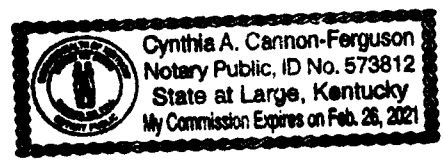
IN TESTIMONY WHEREOF, the Grantor has signed this Deed of Conveyance and Grant of Easement, this the day and year first above written.

COMMONWEALTH OF KENTUCKY)
)
COUNTY OF FAYETTE)

This Certificate of Consideration certificate was acknowledged, subscribed and sworn to before me by Jim Gray, as Mayor, for and on behalf of the Lexington-Fayette Urban County Government, on this the 14th day of November, 2017.

Cynthia A. Cannon-Ferguson
Notary Public, Kentucky, State at Large

My Commission Expires: 2 26, 2021



PREPARED BY:

Charles E. Edwards, III
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: MELISSA STELTER ,dc

201711220072

November 22, 2017 10:54:35 AM

Fees	\$26.00	Tax	\$.00
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Total Paid	\$26.00
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