

DEED OF PERMANENT EASEMENT

This **DEED OF PERMANENT EASEMENT** is made and entered into this 13th day of May, 2019, by and between **MCV II, LLC**, a **Kentucky limited liability company**, 250 West Main Street, Suite 3000, Lexington, Kentucky 40507 ("Grantor"), which is also the in-care of tax mailing address for the current year, and the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, 200 East Main Street, Lexington, Kentucky 40507 ("Grantee");

W I T N E S S E T H:

That for and consideration of **TWELVE THOUSAND SIX HUNDRED SEVENTY-FIVE DOLLARS AND 00/100 (\$12,675.00)** and other good and valuable consideration, 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, in perpetuity, the exclusive and permanent right to install, construct, maintain, repair, and inspect a shared-use-path and other related improvements within the permanent easement granted hereby ("Path"), including ground level hardscape features and appurtenances thereto, which said shared-use-path and other ground level hardscape features shall be of such dimension, character, construction, and use as determined by Grantee, which improvements shall generally consistent with the current Town Branch Trail plans to be constructed on the Path in downtown Lexington, and which shall become a part of the Town Branch Trail. All such ground level hardscape features shall be at the same elevation as the existing ground level and shall be exclusively for pedestrian use. This Deed of Permanent Easement and the exercise of the rights and privileges herein granted, are subject to and expressly include the following:

Charles E. Edwards, III
LFUCG Department of Law
200 East Main Street, 11th Floor
Lexington, Kentucky 40507

(CEP)

1. Grantee shall have the right, but not the obligation, at Grantee's expense, to install, construct, manage, use, repair and maintain a shared-use-path, including ground level hardscape features. Grantor shall not damage or otherwise harm the final paving of the Path at any time after the completion of the Path; however, damage to the Path by normal wear and tear from use of the Path by Grantor or others, shall be repaired and/or replaced at the expense of Grantee.
2. Grantor acknowledges that this Path is for non-motorized vehicles only with the exception of emergency or maintenance vehicles, or as necessary for persons of limited mobility.
3. Grantee shall have the right to make minor modifications to the location of the easement granted herein as reasonably necessary to align the Path so long as such modifications do not increase the total area of the easement nor extend the easement closer to West Main Street than it is originally dedicated.
4. Grantor shall not construct, develop, or maintain, or allow any other to construct, develop, or maintain, any right-of-way, easement of ingress or egress, driveway, road, utility line, or other easement into, on, over, under, or across the Path without the prior written permission of the Grantee. Grantor shall not erect fences, barriers, or signs that impede access to or use of the Path, or allow any other to do the same.
5. Grantor shall not use the Path, or allow any other to use the Path, for any use which, in the reasonable opinion of Grantee, is or may possess the

potential to become inconsistent with the Purposes of this Easement.

6. Grantor and Grantee have the right to cross the Path to repair any damage to the Path.
7. It is understood and agreed by the Grantor and Grantee that the easements granted herein are being granted for a public purpose. In the event the easements granted herein cease to be utilized for a public purpose, then all rights granted hereunder shall revert to the Grantor.

The tract of land on which the easement will be located is within the confines of Lexington, Fayette County, Kentucky, and more particularly described as follows:

Permanent Easement

**Town Branch Commons Project
Parcel No. 7, Zone 3
(a portion of 333 W. Vine Street)**

Being a tract of land located in Fayette County, Kentucky, along West Vine Street, approximately 110 feet northwest of the intersection of West Vine Street and South Mill Street and more particularly described as follows:

Beginning at a point 49.31 feet left of West Vine Street Station 109+43.24; thence, North 47 Degrees 09 Minutes 20 Seconds East a distance of 9.69 feet to a point 59.00 feet left of West Vine Street at Station 109+43.09; thence, South 42 Degrees 29 Minutes 11 Seconds East a distance of 74.27 feet to a point 59.70 feet left of West Vine Street at Station 110+17.35; thence, South 47 Degrees 22 Minutes 33 Seconds West a distance of 9.81 feet to a point 49.89 feet left of West Vine Street at Station 110+17.47; thence, North 42 Degrees 23 Minutes 33 Seconds West a distance of 74.23 feet to a point 49.31 feet left of West Vine Street at Station 109+43.24 and the POINT OF BEGINNING; and,

The above described parcel contains 0.017 Acres (724 square feet) of permanent easement; and,

Being a portion of the same property conveyed to MCV II, LLC, a Kentucky limited liability company, by deed, dated May 21, 2014, of record in Deed Book 3236, Page 403, by deed dated May 21, 2014, of record in Deed Book 3236, Page 408, and by deed dated May 21, 2014, of record in Deed Book 3236, Page 413, all referenced in the Fayette County Clerk's Office.

And as such tract is shown on Exhibit A attached hereto and incorporated herein.

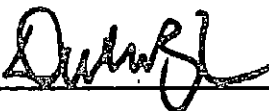
TO HAVE AND TO HOLD the above-described easement together with all rights, privileges, appurtenances and improvements thereunto belonging unto Grantee, its successors and assigns forever, for the purposes and uses herein designated. It is understood and agreed by the Grantor and Grantee that should the easement granted herein cease to be utilized for public purposes, then all rights granted hereunder shall revert back to the Grantor.

Grantor does hereby covenant to and with said Grantee, its successors and assigns forever, that it is lawfully seized in fee simple of said property and has a good right to sell and convey the interest herein conveyed, and that it will **WARRANT GENERALLY** said title.

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 that the estimated fair cash value of the property conveyed is \$12,675.00. Grantee joins this Deed of Easement for the sole purpose of certifying the consideration, as authorized by Resolution No. 384-2018 passed by the Lexington-Fayette Urban County Council on June 21, 2018. This conveyance is exempt from real estate transfer tax pursuant to KRS 142.050.

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

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

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June 6, 2019 11:55:32 AM

Fees	\$26.00	Tax	\$0.00
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Total Paid	\$26.00
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