

DEED OF CONVEYANCE AND GRANT OF EASEMENT

This **DEED OF CONVEYANCE AND GRANT OF EASEMENT** is made and entered into this the 19 day of April, 2017, by and between **ROY LEE EDMONDS and LOUISE CALDWELL-EDMONDS, husband and wife**, 2909 Jason Court, Lexington, Kentucky 40503, which is the in-care of tax mailing address for the current year ("Grantors"), and **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, 200 East Main Street, Lexington, Kentucky 40507, ("Grantee").

WITNESSETH:

That for and in consideration of the sum of **FOUR THOUSAND TWO HUNDRED TWENTY-FIVE DOLLARS AND 00/100 (\$4,225.00)**, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, said Grantors have **BARGAINED** and **SOLD** and do hereby **GIVE, GRANT** and **CONVEY** unto the Grantee, its successors and assigns forever the following tract of land located in the confines of Lexington, Fayette County, Kentucky, and more particularly described as follows, to wit:

Fee Simple Right-of-Way
(a portion of 2909 Jason Court)

Clays Mill Road Improvement Project, Section 1
(Harrodsburg Road to New Circle Road)
Parcel No. 22A

Beginning at a point 34.38 feet right of Clays Mill Road at Station 127+96.93; thence North 26 Degrees 28 Minutes 42 Seconds East for a distance of 72.99 feet, to a point 31.21 feet right of Clays Mill Road at Station 128+71.49; thence South 65 Degrees 25 Minutes 32 Seconds East a distance

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

DTC

of 2.37 feet, to a point 33.56 feet right of Clays Mill Road at Station 128+71.73; thence South 28 Degrees 19 Minutes 54 Seconds West a distance of 73.11 feet, to a point 34.38 feet right of Clays Mill Road at Station 127+96.93 and the POINT OF BEGINNING;

The above described parcel contains 0.002 acres (86 sq. ft.) in fee simple; and

Being a portion of the property conveyed to Roy Lee Edmonds, then single, now married, by deed dated September 24, 2004, of record in Deed Book 2503, Page 734, 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, Grantors have **BARGAINED** and **SOLD** and do hereby **GIVE, GRANT** and **CONVEY** unto the Grantee, its successors and assigns, 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 2909 Jason Court)

Clays Mill Road Improvement Project, Section 1
(Harrodsburg Road to New Circle Road)
Parcel No. 22B

Being a tract of land lying in Fayette County on the east side of Clays Mill Road, point of beginning being approximately 134 feet north of the intersection of Nakomi Drive and Clays Mill Road, and more particularly described as follows:

Beginning at a point 34.38 feet right of Clays Mill Road at Station 127+96.93; thence North 28 Degrees 19 Minutes 54 Seconds East a distance of 73.11 feet to a point 33.56 feet right of Clays Mill Road at Station 128+71.73; thence South

65 Degrees 25 Minutes 32 Seconds East a distance of 9.64 feet to a point 43.15 feet right of Clays Mill Road at Station 128+72.74; thence South 27 Degrees 35 Minutes 22 Seconds West a distance of 73.05 feet to a point 44.95 feet right of Clays Mill Road at Station 127+97.49; thence North 65 Degrees 24 Minutes 36 Seconds West a distance of 10.59 feet to a point 34.38 feet right of Clays Mill Road at Station 127+96.93 and the POINT OF BEGINNING;

The above described parcel contains 0.017 acres (738 sq. ft.) of temporary construction easement; and

Being a portion of the property conveyed to Roy Lee Edmonds, then single, now married, by deed dated September 24, 2004, of record in Deed Book 2503, Page 734, 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 Grantors. The temporary construction easement shall take effect upon the commencement of construction of the project and will expire upon completion of the project.

Grantors do hereby release and relinquish unto the Grantee, its successors and assigns forever, all of their right, title, and interest in and to the property to the extent of the interests conveyed herein, including all exemptions allowed by law, and do hereby covenant to and with the Grantee, its successors and assigns forever, that they are lawfully seized in fee simple of said property and have good right to sell and convey the same as herein done, and that they will **WARRANT GENERALLY** said title.

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: PATTY DAVIS ,dc

201704250050

April 25, 2017 8:48:10 AM

Fees	\$20.00	Tax	\$4.50
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Total Paid	\$24.50
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