

**DEED OF CONVEYANCE AND GRANT OF EASEMENT**

This DEED OF CONVEYANCE AND GRANT OF EASEMENT is made and entered into this the 13<sup>th</sup> day of October, 2018, by and between the **BOARD OF EDUCATION OF FAYETTE COUNTY, KENTUCKY**, 1126 Russell Cave Road Lexington, Kentucky 40505, which is the in-care of tax mailing address for the current year, party of the FIRST PART, and the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, 200 East Main Street, Lexington, Kentucky 40507, party of the SECOND PART, and the **FAYETTE COUNTY SCHOOL DISTRICT FINANCE CORPORATION**, an agency, instrumentally and constituted authority of the Board of Education of Fayette County, Kentucky, 1126 Russell Cave Road, Lexington, Kentucky 40505, party of the THIRD PART.

**W I T N E S S E T H :**

That for and in consideration of the sum of **ONE THOUSAND TWO HUNDRED DOLLARS AND 00/100 (\$1,200.00)**, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the party of the first part has **BARGAINED** and **SOLD** and does hereby **GIVE, GRANT** and **CONVEY** unto the party of the second part, 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 350 North Limestone)**  
**Legacy Trail, Phase III and Fourth Street**  
**Corridor Enhancements**  
**Parcel No. 21A**

Commencing at a point being the intersection of the South right-of-way of East Fourth Street, and the East right-of-way of North Limestone; thence with the South right-of-way of East Fourth Street, S 41° 00' 00" E a distance of 30.00 feet to a point; thence leaving said right-of-way and with the following calls through 350 North Limestone: S 48° 16' 05" W a distance of 11.00 feet to a point; thence N 41° 00' 00" W a distance of 10.00 feet to a point; thence S 48° 16' 05" W a distance of 60.00 feet to a point; thence N 41° 00' 00" W a distance of 20.00 feet to a point in the East right-of-way of North Limestone; thence with said East right-of-way of North Limestone, N 48° 16' 05" E a distance of 71.00 feet to the POINT OF BEGINNING; and

Fayette County Clerk Recording  
Related Documents

From 090  
To 091

*Return to preparer*

0911

The above described parcel contains 0.0351 acres (1,529.88 sq. ft.) in fee simple.

Being the same property conveyed to the Board of Education of Fayette County, Kentucky from the Fayette County School District Finance Corporation by deed dated 07.23, 2018, and of record in Deed Book 3120, Page 357, 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, the party of the first part and the party of the third part have **BARGAINED** and **SOLD** and do hereby **GIVE, GRANT** and **CONVEY** unto the party of the second part, its successors and assigns, a 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 350 North Limestone)**  
**Legacy Trail, Phase III and Fourth Street**  
**Corridor Enhancements**  
**Parcel No. 21B**

Commencing at a point being the intersection of the South right-of-way of East Fourth Street, and the East right-of-way of North Limestone; thence with the South right-of-way of East Fourth Street, S 41° 00' 00" E a distance of 285.00 feet to a point being the TRUE POINT OF BEGINNING of the tract herein described; thence continuing with said South right-of-way of East Fourth Street, S 41° 00' 00" E a distance of 30.00 feet to a point; thence leaving said right-of-way and with the following calls through 350 North Limestone: S 48° 16' 05" W a distance of 10.00 feet to a point; thence N 41° 00' 00" W a distance of 30.00 feet to a point; thence N 48° 16' 05" E a distance of 10.00 feet to the POINT OF BEGINNING; and,

The above described parcel contains 0.0068 acres (299.98 sq. ft.) of temporary construction easement.

Being a portion of the property conveyed to the Fayette County School District Finance Corporation, an agency instrumentality and constituted authority of the Board of Education of Fayette County, Kentucky, by deed dated May 1, 1995, and of record in Deed Book 1789, Page 1, 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 the party of the second part, 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 parties of the first and third part. The temporary construction easement shall take effect upon the commencement of construction of the project and will expire upon completion of the project.

The party of the first part and the party of the third part do hereby release and relinquish unto the party of the second part, 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 party of the second part, 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 SPECIALLY** said title.

Upon completion of any work or construction activities performed by the party of the second part under the aforesaid easement, the property within said easement will be restored to as good condition or better than when said work or construction began. Any and all work or construction activities performed by the party of the second part under said easement will be conducted with adequate barricades so as to protect school children from the construction area and so as not to present any hazard affecting the safe operation of the school located near the easement area and said work or construction activities will be carried out in a manner that does not substantially interrupt or interfere with any school operations.

To the extent permitted by law, and without waiving any defense available as to any third party, including sovereign immunity, the party of the second part shall indemnify, defend and hold harmless the parties of the first and third part from any liability or responsibility of any nature whatsoever arising directly or inadvertently from its use of the aforesaid easement unless same is caused by the negligence of the parties of the first or third part, or their respective agents, employees or representatives.

The parties agree that all monetary consideration payable hereunder shall be paid solely to the party of the first part.

The obtaining of this fee simple right-of-way and easement was authorized by Resolution 366-2018, passed by the Lexington-Fayette Urban County Council on June 21, 2018. 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. This conveyance is exempt from the transfer tax pursuant to KRS 142.050(7)(b).

IN TESTIMONY WHEREOF, the party of the first part and the party of the third part have signed this Deed of Conveyance and Grant of Easement, this the day and year first above written.

PARTY OF THE FIRST PART:

BOARD OF EDUCATION OF  
FAYETTE COUNTY, KENTUCKY

BY: Stephanie Spires  
STEPHANIE SPIRES, CHAIRPERSON

PARTY OF THE THIRD PART:

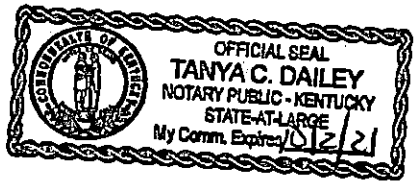
FAYETTE COUNTY SCHOOL  
DISTRICT FINANCE CORPORATION

BY: Stephanie Spires  
STEPHANIE SPIRES, PRESIDENT

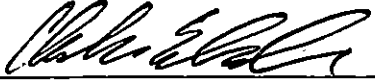
STATE OF KENTUCKY    )  
                                  )SCT.  
COUNTY OF FAYETTE    )

This instrument was acknowledged, subscribed and sworn to before me by Stephanie Spires, in her capacity as Board Chairperson of the Board of Education of Fayette County, Kentucky on behalf of said Board of Education, and by Stephanie Spires, in her capacity as President of the Fayette County School District Finance Corporation on behalf of said Corporation, on this the 23 day of October, 2018.

My Commission Expires: 10/2/21 Tanya C. Dailey  
NOTARY PUBLIC, STATE AT LARGE, KY.  
NOTARY ID #: 587896



Prepared By:



CHARLES EDWARDS III

Attorney

Lexington-Fayette Urban County Government

Department of Law, 11<sup>th</sup> Floor

200 East Main Street

Lexington, Kentucky 40507

(859) 258-3500

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

201811010091

November 1, 2018                      13:39:36    PM

Fees	\$23.00	Tax	\$ .00
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Total Paid	\$23.00
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6 Pages

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