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Resolution #232-2025
Contract #241-2025

EXEMPT PER KRS 382.135(2)(c)

Fayette County
KY 1927 (Liberty Road)
Item Number 7-8902.00
Parcel Number 2

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE is entered into on this 2nd day of September, 2025, by and between **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, whose address is 200 East Main Street, Lexington, Kentucky 40507 (hereinafter “Grantor”), *who is exempt from paying tax pursuant to KRS 382.135(2)(c)*; and the **COMMONWEALTH OF KENTUCKY** for the use and benefit of the **TRANSPORTATION CABINET, DEPARTMENT OF HIGHWAYS**, whose address is 200 Mero Street, Frankfort, Kentucky 40601 (hereinafter “Grantee”).

WITNESSETH: That the Grantor, in consideration of the mutual benefits to be derived by the Grantor and Grantee, has bargained and sold and does hereby sell, grant and convey to the Grantee, its successors and assigns forever, the following described property and property interests, viz:

Parcel Number 2
Tract A

All that tract or parcel of land situated approximately 1,200 feet northwest of the intersection of Kentucky Highway 1927 (Liberty Road) and Star Shoot Parkway in Lexington, Fayette County, Kentucky, and being more particularly described as follows, to wit:

BEGINNING at a point in the easterly right-of-way line of Liberty Road, said point being 42.00 feet right of the proposed KY 1927 (Liberty Road) centerline at Station 104+50.10, said point also being a common corner with Fayette County School District Finance Corporation; Thence with the easterly right-of-way line of Liberty Road for two (2) calls: North 54°23'02" West, 215.15 feet to a point 45.47 feet right of the proposed KY 1927 (Liberty Road) centerline at Station 106+69.54; and, North 42°48'49" West, 38.86 feet to a point 50.00 feet right of the proposed KY 1927 (Liberty Road) centerline at Station 107+10.41; Thence leaving the easterly right-of-way line of Liberty Road, with a new right-of-way line through the lands of Lexington-Fayette Urban County Government for two (2) calls: 115.00 feet along an arc to the left, having a radius of 810.00 feet, the chord of which is South 52°12'32" East, 114.91 feet to a point 50.00 feet right of the proposed KY 1927 (Liberty Road) centerline at Station 105+88.31; and, South 56°16'34" East, 143.39 feet to a point 50.00 feet right of the proposed KY 1927 (Liberty Road) centerline at Station 104+44.92, said point being in the northerly property line of the aforesaid Fayette County School District Finance Corporation; Thence with the northerly property line of Fayette County School District Finance Corporation, South 66°37'58" West, 9.53 feet to the POINT OF BEGINNING.

The above-described tract contains 0.026 acre (1,151 square feet). It is understood between the parties hereto that the above-described tract is conveyed in fee simple.

Parcel Number 2
Tract B

All that tract or parcel of land situated approximately 1,200 feet northwest of the intersection of Kentucky Highway 1927 (Liberty Road) and Star Shoot Parkway in Lexington, Fayette County, Kentucky, and being more particularly described as follows, to wit:

BEGINNING at a point in the northerly property line of Fayette County School District Finance Corporation, said point being 50.00 feet right of the proposed KY 1927 (Liberty Road) centerline at Station 104+44.92; Thence leaving the northerly property line of Fayette County School District Finance Corporation, with a new right-of-way line through the lands of Lexington-Fayette Urban County Government (LFUCG) for two (2) calls: North 56°16'34" West, 143.39 feet to a point 50.00 feet right of the proposed KY 1927 (Liberty Road) centerline at Station 105+88.31; and, 115.00 feet along an arc to the right, having a radius of 810.00 feet, the chord of which is North 52°12'32" West, 114.91 feet to a point 50.00 feet right of the proposed KY 1927 (Liberty Road) centerline at Station 107+10.41, said point being in the existing easterly right-of-way line of Liberty Road; Thence with the easterly right-of-way line of Liberty Road, North 42°48'49" West, 151.08 feet to a point 49.94 feet right of the proposed KY 1927 (Liberty Road) centerline at Station 108+71.04, said point being a common corner with Jeffrey L. Hallos and Margaret M. Graves; Thence leaving the easterly right-of-way line of Liberty Road, with the southerly property line of Jeffrey L. Hallos and Margaret M. Graves North 81°59'47" East, 23.13 feet to a point 70.00 feet right of the proposed KY 1927 (Liberty Road) centerline at Station 108+58.67; Thence leaving the southerly property line of Jeffrey L. Hallos and Margaret M. Graves, with a new temporary construction easement line through the lands of LFUCG for three (3) calls: South 45°32'09" East, 53.91 feet to a point 75.00 feet right of the proposed KY 1927 (Liberty Road) centerline at Station 108+00.00; 193.26 feet along an arc to the left, having a radius of 785.00 feet, the chord of which is South 49°13'24" East, 192.77 feet, to a point 75.00 feet right of the proposed KY 1927 (Liberty Road) centerline at Station 105+88.31; and, South 56°16'34" East, 159.57 feet to a point 75.00 feet right of KY 1927 (Liberty Road) centerline at Station 104+28.74, said point being in the northerly property line of the aforesaid Fayette County School District Finance Corporation; Thence with the northerly property line of Fayette County School District Finance Corporation, South 66°37'58" West, 29.78 feet to the POINT OF BEGINNING.

The above-described tract contains 0.223 acre (9,703 square feet). It is understood between the parties hereto that the above-described tract is conveyed as a temporary easement for the purpose of slope and drainage construction; where said temporary easement terminates and reverts upon completion of the project.

Being a portion of the same property conveyed to Lexington-Fayette Urban County Government, an urban county government pursuant to Kentucky Revised Statutes Chapter 67A, from Jeffrey L. Hallos and Margaret M. Graves, husband and wife, by Deed dated May 30, 2001, and recorded in Deed Book 2203 Page 718 in the office of the Fayette County Clerk.

The proposed public project for which the above-described property is being acquired is identified as Improve KY 1927 (Liberty Road) in Fayette County, Kentucky, Project Number 12F0 FD52 034 9338401R; STP 3003 (337), Item Number 07-8902.00, the plans for which are on file in the office of the Kentucky Transportation Cabinet in Frankfort, Kentucky.

The acquisition of the right of way for this project was authorized by the Kentucky Department of Highways Official Order Number 112763.

As required to be set forth in 603 KAR 5:120(6), the control of access on this project as well as the remaining property of Grantor is by permit. Access, if any, on this project as well as the remaining property of the Grantor shall be allowed where specifically shown on the project plans or as otherwise permitted by law and Kentucky Transportation Cabinet policy.

The above-referenced property and property interests that are being conveyed by the Grantor to the Grantee by this Deed of Conveyance have an appraised value of NINE THOUSAND, THREE HUNDRED DOLLARS AND ZERO CENTS (\$9,300.00).

This conveyance is made free and clear of any liens, taxes and/or encumbrances.

This conveyance was authorized by Resolution 232-2025, passed by the Lexington-Fayette Urban County Council on May 29, 2025.

TO HAVE AND TO HOLD said property unto the Grantee, its successors and assigns, with all the rights and privileges thereunto belonging with covenants of General Warranty.

IN TESTIMONY WHEREOF the Grantor, by and through Linda Gorton, Mayor and Duly Authorized Representative thereof, has executed this Grant of Temporary Easement on this _____ day of September, 2025.

GRANTOR:

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

BY: Linda Gorton
Linda Gorton, Mayor and Duly Authorized Representative
of the Lexington-Fayette Urban County Government

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF KENTUCKY

COUNTY OF FAYETTE

I, the undersigned, certify that the foregoing Deed of Conveyance was produced before me in my said County and State and duly acknowledged and sworn to by Linda Gorton, Mayor and Duly Authorized Representative of Lexington-Fayette Urban County Government, the Grantor therein to be its act and deed.

Witness my hand this the 2nd day of September, 2025.

Mackenzie Stock
NOTARY PUBLIC, STATE AT LARGE

My Commission expires: 11/20/2027

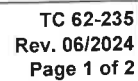
Notary ID Number: 82853

This Instrument Prepared By:

Hon. Kyle W. Ray (KBA # 91959)
Commonwealth of Kentucky
Kentucky Transportation Cabinet
Department of Highways
800 Newtown Court
Lexington, KY 40511
Telephone (859) 246-2355

Please Return Recorded Instrument To:

Diane Forrester
Kentucky Transportation Cabinet
District 7 Right-of-Way
800 Newtown Court
Lexington, KY 40511



COUNTY	ITEM NO.	PARCEL	NAME
Fayette	7-8902.00-SYP	02	Lexington-Fayette Urban County Government
PROJECT NO.	FEDERAL NUMBER	PROJECT	
12F0 FD52 034 9338401R	STP 3003337	IMPROVE LIBERTY ROAD FROM GRAFTONS MILL LANE TO NEW CIRCLE ROAD AND IMPROVE INTERSECTION WITH NEW CIRCLE ROAD. (16CCN)(18CCR) (2020CCR) (2022CCR) (2024CCR)	

Property Owners: Lexington-Fayette Urban County Government

This Memorandum of Understanding contains all the representations and agreements made between the parties hereto and upon which they relied in executing a Deed of Conveyance, Deed of Easement, or Grant of Easement dated .

The related deed conveys the following interests and amounts of real property as shown on the official plans:

Area Acquired	Area	Unit Of Measure
Fee Simple	1,151.0000	Sq. Feet
Temporary Easement	9,703.0000	Sq. Feet

The total consideration to be paid for the property conveyed is \$9,300.00

This consideration includes payment for any and all reacquisition or reversion rights of the property owners or their heirs or assigns, which may arise pursuant to KRS 416.670.

- ☐ This is a total acquisition.
- ☒ This is a partial acquisition. The remaining property will have the following access to the proposed highway improvement:
- ☒ Access as provided by the Department's permit. Access not designated on the plans will be the sole responsibility of the Property Owners (proposed highway access is by permit).
- ☐ Access at designated points as shown on the plans (proposed highway access is limited).
- ☐ No access (proposed highway access is fully controlled).
- ☐ The remaining property will be landlocked by this acquisition.
- ☒ No improvements are being acquired.
- ☐ Improvements are being acquired. The disposition of the acquired improvements will be as follows:
- ☐ The Cabinet receives titles to the improvements.
- ☐ The Cabinet receives titles to the improvements, but for the salvage value of _____
- the Property Owners agree to remove the same from the right of way as outlined in the building removal contract. When the structure has been moved clear of the right of way and easement areas, the Property Owners regain the titles. Where tenants occupy improvements, the tenants must be afforded ample time to relocate prior to the Property Owners' being authorized to start the removal.

SIGNS

- ☒ No sign is being acquired.
- ☐ One or more signs are being acquired.
- ☐ The Cabinet receives and retains title to each sign.
- ☐ The Cabinet receives title to each sign, but for the salvage value of _____
the Property Owners agree to remove the same from the right of way by _____
or forfeit both the recovery of each sign and the salvage value paid.

The Property Owners understand that they will not be required to vacate or move personal property from any improvement in less than 90 days from the date of receiving the written offer of relocation assistance. The Property Owners further understand that before being required to vacate or move personal property, they will be given a 30-day written notice that will specify the date they must be completely clear of the improvement.

The Property Owners will assist in obtaining necessary releases of all mortgages, liens, or other encumbrances on the property conveyed. They will pay direct all taxes due for the year in which the Cabinet receives title to the property and, upon submission of the paid receipt, will be reimbursed a pro-rata portion of these property taxes. Also, they will pay direct any penalty costs for prepayment of an existing recorded mortgage and similar expenses incidental to conveying real property to the Cabinet and, upon submission of properly supported paid receipts, will be reimbursed. All reimbursement claims must be deemed fair, necessary, and properly supported for payment.



KENTUCKY TRANSPORTATION CABINET
Department of Highways
DIVISION OF RIGHT OF WAY AND UTILITIES
MEMORANDUM OF UNDERSTANDING

TC 62-235
Rev. 06/2024
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Unless otherwise stated, Property Owners state that no drainage outlets such as pipes, sump pump outlets, gutter downspouts, or septic system drainage of any kind, currently extend onto the existing right of way.

In addition, the parties agree as follows:

As owners of the property to be conveyed, we request payment be made as follows:

Recipient Name	Address	SSN/Tax ID	Check Amount	Phone
Lexington-Fayette Urban County Government	200 East Main Street, Lexington KY 40507, United States	610-85-8140	\$9,300.00	859-288-2984

Note: Attach additional pages, as needed.

This Memorandum of Understanding, together with the Right of Way Plans, the Deed of Conveyance, Deed of Easement, or Grant of Easement, and any other documents referenced in these instruments, represent all the terms and conditions of the agreement between the Transportation Cabinet and the Property Owners, which was reached without coercion, threats, or other promises by either party.

By their signatures on this document, the agents representing the Transportation Cabinet certify that they have no direct, indirect, present, or contemplated future interest in this property and in no way will benefit from this acquisition.

This Memorandum of Understanding was signed

Signature of Agents for Transportation Cabinet _____

Signatures of Property Owners	
Signer Printed Name	Signature
Linda Gorton	

Note: Attach additional pages, as needed.