

DEED OF CONVEYANCE AND GRANT OF EASEMENT

This **DEED OF CONVEYANCE AND GRANT OF EASEMENT** is made and entered into this the 25th day of May, 2017, by and between **MIKE HARVEY** (a/k/a **MICHAEL HARVEY**), a single person, 2814 Clays Mill Road, Lexington, Kentucky 40503, 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 **TWENTY-FIVE THOUSAND EIGHT HUNDRED DOLLARS AND 00/100 (\$25,800.00)**, and her 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 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 2814 Clays Mill Road)
Clays Mill Road Improvement Project, Section
(Harrodsburg Road to New Circle Road)
Parcel No. 26A

Beginning at a point 1.55 feet left of Clays Mill Road Station 131+99.08; thence North 38 Degrees 25 Minutes 00 Seconds East a distance of 99.29 feet to a point 0.00 feet left of Clays Mill Road at Station 132+98.36; thence South 66 Degrees 17 Minutes 23 Seconds East a distance of .

Return to:
Charles E.
LFUCG, De
200 East Main Street
Lexington, KY
(CC-F)

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WITNESSETH:

That for and in consideration of the sum of **TWENTY-FIVE THOUSAND EIGHT HUNDRED DOLLARS AND 00/100 (\$25,800.00)**, 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 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 2814 Clays Mill Road)

Clays Mill Road Improvement Project, Section 1
(Harrodsburg Road to New Circle Road)
Parcel No. 26A

Beginning at a point 1.55 feet left of Clays Mill Road at Station 131+99.08; thence North 38 Degrees 25 Minutes 36 Seconds East a distance of 99.29 feet to a point 0.03 feet left of Clays Mill Road at Station 132+98.36; thence South 66 Degrees 17 Minutes 23 Seconds East a distance of 20.68

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Charles E. Edwards III
LFUCG, Dept. of Law, 11th Floor
200 East Main Street
Lexington, KY 40507
(CC-F)

feet to a point 20.05 feet right of Clays Mill Road at Station 133+03.30; thence South 38 Degrees 25 Minutes 36 Seconds West a distance of 99.55 feet to a point 18.52 feet right of Clays Mill Road at Station 132+03.77; thence North 65 Degrees 35 Minutes 51 Seconds West a distance of 20.61 feet to a point 1.55 feet left of Clays Mill Road at Station 131+99.08 and the POINT OF BEGINNING; and,

The above described parcel contains 0.05 acres (1,988 sq. ft.) in fee simple; and

Being a portion of the property conveyed to Mike Harvey (a/k/a Michael Harvey), a single person, by Quitclaim Deed, dated January 13, 2106, of record in Deed Book 3370, Page 693 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, Grantor has **BARGAINED** and **SOLD** and does 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 2814 Clays Mill Road)

Clays Mill Road Improvement Project, Section 1
(Harrodsburg Road to New Circle Road)
Parcel No. 26B

Being a tract of land lying in Fayette County on the east side of Clays Mill Road, point of beginning being approximately 140 feet north of the intersection of Cecil Way and Clays Mill Road, and more particularly described as follows:

Beginning at a point 37.95 feet right of Clays Mill Road at Station 132+08.31; thence North 38 Degrees 43 Minutes 48 Seconds East a distance of 99.94 feet to a point 40.00 feet right of Clays Mill Road at Station 133+08.22; thence South

66 Degrees 17 Minutes 23 Seconds East a distance of 8.67 feet to a point 48.42 feet right of Clays Mill Road at Station 133+10.30; thence South 37 Degrees 49 Minutes 38 Seconds West a distance of 99.66 feet to a point 47.94 feet right of Clays Mill Road at Station 132+10.64; thence North 65 Degrees 35 Minutes 51 Seconds West a distance of 10.26 feet to a point 37.95 feet right of Clays Mill Road at Station 132+08.31 and the POINT OF BEGINNING; and,

The above described parcel contains 0.021 acres (916 sq. ft.) of temporary construction easement; and

Being a portion of the property conveyed to Mike Harvey (a/k/a Michael Harvey), a single person, by Quitclaim Deed, dated January 13, 2106, of record in Deed Book 3370, Page 693 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 Grantor. The temporary construction easement shall take effect upon the commencement of construction of the project and will expire upon completion of the project.


Grantor does hereby release and relinquish unto the Grantee, its successors and assigns forever, all of his right, title, and interest in and to the property to the extent of the interests conveyed herein, including all exemptions allowed by law, and does hereby covenant to and with the Grantee, its successors and assigns forever, that he is

lawfully seized in fee simple of said property and has good right to sell and convey the same as herein done, and that he will **WARRANT GENERALLY** said title.

The obtaining of this easement was authorized by Resolution 477-2016, passed by the Lexington-Fayette Urban County Council on July 5, 2016. 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.

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

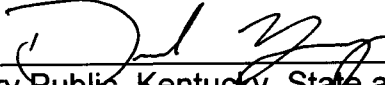
GRANTOR:



MIKE HARVEY (a/k/a MICHAEL HARVEY)

COMMONWEALTH OF KENTUCKY)
)
COUNTY OF FAYETTE)

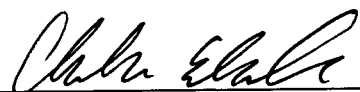
This instrument was acknowledged, subscribed and sworn to before me by Mike Harvey (a/k/a Michael Harvey), a single person, on this the 25th day of May, 2017.



Notary Public, Kentucky, State at Large
ID # 506286

My Commission Expires: 2 / 24 / 2018

PREPARED BY:



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: SHEA BROWN ,dc

201706020116

June 2, 2017 11:20:06 AM

Fees	\$23.00	Tax	\$26.00
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Total Paid	\$49.00
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