

DEED OF CONVEYANCE AND GRANT OF EASEMENT

This **DEED OF CONVEYANCE AND GRANT OF EASEMENT** is made and entered into this the 21 day of July, 2017, by and between **FAYETTE CHURCH OF CHRIST**, 2700 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 **SIXTEEN THOUSAND TWO HUNDRED FIFTY DOLLARS AND 00/100 (\$16,250.00)**, 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 2700 Clays Mill Road)

Clays Mill Road Improvement Project, Section 1
(Harrodsburg Road to New Circle Road)
Parcel No. 46A

Beginning at a point 40.97 feet right of Clays Mill Road at Station 142+57.15; thence North 24 Degrees 51 Minutes 03 Seconds East for a distance of 19.06 feet, to a point 40.86 feet right of Clays Mill Road at Station 142+76.21; thence South 17 Degrees 38 Minutes 42 Seconds East a distance

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

DTR

of 19.94 feet, to a point 54.42 feet right of Clays Mill Road at Station 142+61.59; thence South 60 Degrees 29 Minutes 16 Seconds East a distance of 94.81 feet, to a point 148.96 feet right of Clays Mill Road at Station 142+54.46; thence South 55 Degrees 16 Minutes 55 Seconds East a distance of 61.32 feet, to a point 209.44 feet right of Clays Mill Road at Station 142+44.31; thence North 60 Degrees 26 Minutes 37 Seconds West a distance of 168.95 feet, to a point 40.97 feet right of Clays Mill Road at Station 142+57.15 and the POINT OF BEGINNING;

The above described parcel contains 0.020 acres (852 sq. ft.) in fee simple; and

Being a portion of the property conveyed to Fayette Church of Christ by deed dated August 26, 1991, of record in Deed Book 1597, Page 674, 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 tracts of land located in the confines of Lexington, Fayette County, Kentucky, and more particularly described as follows, to wit:

Temporary Construction Easement
(a portion of 2700 Clays Mill Road)

Clays Mill Road Improvement Project, Section 1
(Harrodsburg Road to New Circle Road)
Parcel No. 46B

Being a tract of land lying in Fayette County on the east side of Clays Mill Road, point of beginning being approximately 43 feet north of the intersection of Pasadena Drive and Clays Mill Road, and more particularly described as follows:

Beginning at a point 40.86 feet right of Clays Mill Road at Station 142+76.21; thence North 24 Degrees 51 Minutes 03 Seconds East for a distance of 258.29 feet, to a point 32.48 feet right of Clays Mill Road at Station 145+37.84; thence South 62 Degrees 32 Minutes 36 Seconds East a distance of 9.53 feet, to a point 42.00 feet right of Clays Mill Road at Station 145+38.40; thence South 27 Degrees 03 Minutes 12 Seconds West a distance of 85.88 feet, to a point 45.00 feet right of Clays Mill Road at Station 144+50.00; thence South 19 Degrees 00 Minutes 48 Seconds West a distance of 55.32 feet, to a point 52.00 feet right of Clays Mill Road at Station 143+93.28; thence South 25 Degrees 11 Minutes 52 Seconds West a distance of 93.28 feet, to a point 52.00 feet right of Clays Mill Road at Station 143+00.00; thence South 22 Degrees 15 Minutes 40 Seconds East a distance of 33.33 feet, to a point 76.56 feet right of Clays Mill Road at Station 142+77.46; thence South 60 Degrees 28 Minutes 25 Seconds East a distance of 75.00 feet, to a point 151.35 feet right of Clays Mill Road at Station 142+71.80; thence South 54 Degrees 45 Minutes 47 Seconds East a distance of 50.25 feet, to a point 200.83 feet right of Clays Mill Road at Station 142+63.04; thence South 19 Degrees 18 Minutes 06 Seconds East a distance of 13.29 feet, to a point 210.14 feet right of Clays Mill Road at Station 142+53.56; thence South 29 Degrees 31 Minutes 35 Seconds West a distance of 9.28 feet, to a point 209.44 feet right of Clays Mill Road at Station 142+44.31; thence North 55 Degrees 16 Minutes 55 Seconds West a distance of 61.32 feet, to a point 148.96 feet right of Clays Mill Road at Station 142+54.46; thence North 60 Degrees 29 Minutes 16 Seconds West a distance of 94.81 feet, to a point 54.42 feet right of Clays Mill Road at Station 142+61.59; thence North 17 Degrees 38 Minutes 42 Seconds West a distance of 19.94 feet, to a point 40.86 feet right of Clays Mill Road at Station 142+76.21 and the POINT OF BEGINNING;

The above described parcel contains 0.128 acres (5,569 sq. ft.) of temporary construction easement;

Being a portion of the property conveyed to Fayette Church of Christ by deed dated August 26, 1991, of record in Deed Book 1597, Page 674, in the Fayette County Clerk's Office.

TO HAVE AND TO HOLD the above-described fee simple right-of-way and temporary 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 its 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 it is lawfully seized in fee simple of said property and has good right to sell and convey the same as herein done, and that it 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 Grant of Easement, this 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: SHEA BROWN ,dc

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July 27, 2017

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| Fees | \$23.00 | Tax | \$16.50 |
| Total Paid | | \$39.50 | |

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