

DEED OF CONVEYANCE AND GRANT OF EASEMENT

This **DEED OF CONVEYANCE AND GRANT OF EASEMENT** is made and entered into this 12 day of May, 2017 by and between **STORE MASTER FUNDING V, LLC, a Delaware Limited Liability Company**, Attn: Troy Nelson, 8377 E. Hartford Drive, Suite 100, 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 **EIGHTEEN THOUSAND EIGHT HUNDRED FORTY DOLLARS AND NO/100 (\$18,840.00)**, and other good and valuable consideration, 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, the following tract of land located in the confines of Lexington, Fayette County, Kentucky, and more particularly described as follows, to wit (the "Fee Simple Property"):

FEE SIMPLE RIGHT-OF-WAY
(a portion of 1750 Bryant Road)
Project Number 553
Brighton Rail Trail Bridge Project

Parcel No. 1

Being all of Parcel 1-A (consisting of 0.072 Acres), as shown on the Public Acquisition Minor Plat for Lexington-Fayette Urban County Government to be Acquired from Store Master Funding V, LLC, prepared by HDR Engineering, Inc., March, 2016, as recorded in Plat Cabinet R, Slide 622, in the Fayette County Clerk's Office; and,

Mail to:
Charles E. Edwards, III,
Attorney
Department of Law, 11th Floor
200 East Main Street
Lexington, KY 40507

(CC-F)

Being a portion of the same property conveyed to Store Master Funding V, LLC, a Delaware limited liability company, by Deed dated March 11, 2015, of record in Deed Book 3303, Page 132, in the Fayette County Clerk's Office.

FURTHER, for and in consideration of the sum of **TWO THOUSAND SIX HUNDRED EIGHTY-FOUR DOLLARS AND NO/100 (\$2,684.00)**, and other good and valuable consideration, 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, the temporary right to excavate, grade construct, alter, regrade and perform related work for the purpose of bridge construction, repair, installation and relocation through and across the following tract of land located within the confines of Lexington, Fayette County, Kentucky, to-wit (the "Easement Property"):

Temporary Construction Easement
(a portion of 1750 Bryant Road)
Project Number 553
Brighton Rail Trail Bridge Project

Parcel No. 1

Beginning at a point 38.75 feet left of Brighton Trail at Station 12+65.40; thence South 78 Degrees 19 Minutes 59 Seconds East a distance of 119.61 feet to a point 40.00 feet left of Brighton Trail at Station 13+85.00; thence South 37 Degrees 47 Minutes 28 Seconds East a distance of 44.12 feet to a point 11.25 feet left of Brighton Trail at Station 14+19.59; thence North 56 Degrees 13 Minutes 48 Seconds West a distance of 36.36 feet to a point 25.00 feet left of Brighton Trail at Station 13+85.00; thence North 77 Degrees 44 Minutes 03 Seconds West a distance of 110.78 feet to a point 25.00 feet left of Brighton Trail at Station 12+74.22; thence North 20 Degrees 25 Minutes 14 Seconds West a distance of 16.34 feet to a point 38.75 feet left of Brighton Trail at Station 12+65.40 and the POINT OF BEGINNING.

The above described parcel contains 0.044 Acres (1,912 sq. ft.) of Temporary Construction Easement; and,

Being a portion of the same property conveyed to Store Master Funding V, LLC, a Delaware limited liability company, by Deed dated March 11, 2015, of record in Deed Book 3303, Page 132, 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 with respect to the Easement Property through the Easement Termination Date (defined below) and is binding upon the successors and assigns of the Grantor through such Easement Termination Date. The temporary construction easement shall take effect upon the commencement of construction of the project and will expire upon December 31, 2020 (the "Easement Termination Date").

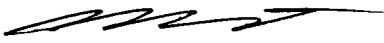
Grantor does hereby release and relinquish unto the Grantee, its successors and assigns forever, all of its right, title, and interest in and to the property to the extent of the interests conveyed herein, including all exemptions allowed by law, and does hereby covenant to and with the Grantee, its 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 fee simple and easement property was authorized by Resolution 478-2016, passed by the Lexington-Fayette Urban County Council on July 5, 2016. Pursuant to KRS 382.135(2)(c), this deed of conveyance and grant of easement 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.

GRANTOR:

STORE MASTER FUNDING V, LLC,
a Delaware limited liability company

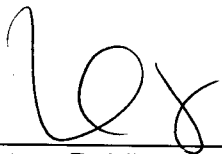
BY: 
MICHAEL J. ZIEG,
EXECUTIVE VICE PRESIDENT

STATE OF ARIZONA)
)
COUNTY OF Maricopa)

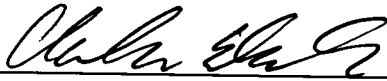
This instrument was subscribed, sworn to and acknowledged before me by Michael T. Bennett, Executive Vice President, for and on behalf of Store Master Funding V, LLC, a Delaware limited liability company, on this the 12 day of May, 2017.

My commission expires: 3.30.2018




Notary Public, Arizona, State-at-Large

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: PATTY DAVIS ,dc

201705150101

May 15, 2017 11:03:56 AM

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|------|---------|-----|---------|
| Fees | \$23.00 | Tax | \$19.00 |
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| Total Paid | \$42.00 |
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6 Pages

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