

**DEED OF CONVEYANCE AND GRANT OF PERMANENT AND TEMPORARY  
CONSTRUCTION EASEMENT**

This **DEED OF CONVEYANCE AND GRANT OF PERMANENT AND TEMPORARY CONSTRUCTION EASEMENT** is made and entered into this the 11 day of JULY, 2019, by and between **THE MET DEVELOPMENT, INC.**, a **Kentucky non-profit, non-stock corporation**, 1450 North Broadway, Lexington, Kentucky 40505, 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").

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

That for and in consideration of the sum of **EIGHTY-FIVE THOUSAND FIVE HUNDRED DOLLARS AND 00/100 (\$85,500.00)**, 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, in fee simple, the following described property, located in Fayette County, Kentucky:

**Fee Simple**  
**(a portion of 576 E. Third Street)**  
**Town Branch Commons Project**  
**Parcel No. 24, Tract A, Zone 1**

Being a tract of land located in Fayette County, Kentucky along Midland Avenue, approximately 70 feet northeast of the intersection of Midland Avenue and Lewis Street, and more particularly described as follows:

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

(cc-f)

Beginning at a point 35.92 feet left of Midland Avenue Station 519+47.50; thence North 47 Degrees 33 Minutes 35 Seconds East, 97.69 feet to a point 92.55 feet left of Midland Avenue Station 520+31.97; thence along an arc 37.39 feet to the left, having a radius of 41.26 feet, the chord of which is, South 18 Degrees 56 Minutes 00 Seconds West, 36.13 feet to a point 60.45 feet left of Midland Avenue Station 520+11.15; thence South 9 Degrees 29 Minutes 00 Seconds East, 20.89 feet to a point 39.58 feet left of Midland Avenue Station 520+12.18; thence South 80 Degrees 05 Minutes 18 Seconds West, 64.78 feet to the **POINT OF BEGINNING**; and,

The above described parcel contains 0.033 Acres (1,431 square feet) of fee simple; and,

Being a portion of the same property conveyed to The MET Development, Inc., a Kentucky non-profit, non-stock corporation, by deed dated March 26, 2019, of record in Deed Book 3656, Page 351, 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, said Grantor has **BARGAINED** and **SOLD** and does hereby **GIVE, GRANT** and **CONVEY** unto the Grantee, its successors and assigns, in perpetuity, the exclusive and permanent right to install, construct, maintain, repair, and inspect a shared-use-path and other related improvements, including walls and other hardscape features and appurtenances thereto, which said shared-use-path, appurtenances, walls, and other hardscape features shall be of such dimension, character, construction, and use as determined by Grantee, and which shall become a part of the Town Branch Trail. This portion of the Deed of Permanent Easement and the exercise of the rights and privileges herein granted, are subject to and expressly include the following:

1. Grantee shall have the right, but not the obligation, at Grantee's expense, to install, construct, manage, use, repair and maintain a shared-use-path, including walls and other hardscape features. Grantor shall not damage or otherwise harm the final paving of the Path at any time after the completion of the Path.
2. Grantor acknowledges that this Path is for non-motorized vehicles only with the exception of emergency or maintenance vehicles, or as necessary for persons of limited mobility.
3. Grantee shall have the right to make minor modifications to the location of the easement granted herein as reasonably necessary to align the Path.
4. Grantor shall not construct, develop, or maintain, or allow any other to construct, develop, or maintain, any right-of-way, easement of ingress or egress, driveway, road, utility line, or other easement into, on, over, under, or across the Path without the prior written permission of the Grantee. Grantor shall not erect fences, barriers, or signs that impede access to or use of the Path, or allow any other to do the same.
5. Grantee shall have the right to erect reasonable signs, blazing, or public art within the Path features.
6. Grantor shall not use the Path, or allow any other to use the Path, for any use which, in the reasonable opinion of Grantee, is or may possess the potential to become inconsistent with the Purposes of this Easement.
7. Grantor shall have the right to reasonably cross Grantee's property to repair the Path as necessary.

The tract of land on which the permanent easement will be located is within the confines of Lexington, Fayette County, Kentucky, and more particularly described as follows, to-wit:

**Permanent Easement**  
**(a portion of 576 E. Third Street)**  
**Town Branch Commons Project**  
**Parcel No. 24, Tract B, Zone 1**

Being a tract of land located in Fayette County, Kentucky along Midland Avenue, approximately 760 feet northeast of the intersection of Midland Avenue and Lewis Street, and more particularly described as follows:

Beginning at a point 34.57 feet left of Midland Avenue Station 526+73.80; thence North 9 Degrees 54 Minutes 42 Seconds West a distance of 4.44 feet to a point 39.00 feet left of Midland Avenue Station 526+74.17; thence South 55 Degrees 13 Minutes 43 Seconds East a distance of 6.32 feet to a point 34.20 feet left of Midland Avenue Station 526+78.28; thence South 80 Degrees 05 Minutes 18 Seconds West a distance of 4.49 feet to a point 34.57 feet left of Midland Avenue Station 526+73.80 and to the **POINT OF BEGINNING**; and,

The above described parcel contains 0.000 Acres (10 square feet) of permanent easement; and,

Being a portion of the same property conveyed to The MET Development, Inc., a Kentucky non-profit, non-stock corporation, by deed dated March 26, 2019, of record in Deed Book 3656, Page 351, 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 constructing said Town Branch Trail and roadway slopes

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 Construction Easement**  
**(a portion of 576 E. Third Street)**  
**Town Branch Commons Project**  
**Parcel No. 24, Tract C, Zone 1**

Being a tract of land located in Fayette County, Kentucky along Midland Avenue, approximately 115 feet northeast of the intersection of Midland Avenue and Lewis Street, and more particularly described as follows:

Beginning at a point 39.58 feet left of Midland Avenue Station 520+12.18; thence North 9 Degrees 29 Minutes 00 Seconds West a distance of 9.99 feet to a point 49.56 feet left of Midland Avenue Station 520+11.69; thence North 80 Degrees 07 Minutes 04 Seconds East a distance of 325.52 feet to a point 50.00 feet left of Midland Avenue Station 523+40.00; thence North 9 Degrees 52 Minutes 56 Seconds West a distance of 20.00 feet to a point 70.00 feet left of Midland Avenue Station 523+40.00; thence North 80 Degrees 07 Minutes 04 Seconds East a distance of 50.00 feet to a point 70.00 feet left of Midland Avenue Station 523+90.00; thence South 9 Degrees 52 Minutes 56 Seconds East a distance of 20.00 feet to a point 50.00 feet left of Midland Avenue Station 523+90.00; thence North 80 Degrees 07 Minutes 04 Seconds East a distance of 158.53 feet to a point 50.00 feet left of Midland Avenue Station 525+48.53; thence South 55 Degrees 30 Minutes 17 Seconds East a distance of 9.45 feet to a point 43.39 feet left of Midland Avenue Station 525+55.28; thence North 80 Degrees 41 Minutes 12 Seconds East a distance of 71.48 feet to a point 40.49 feet left of Midland Avenue Station 526+30.16; thence North 34 Degrees 48 Minutes 42 Seconds East a distance of 32.41 feet to a point 61.59 feet left of Midland Avenue Station 526+54.76; thence South 55 Degrees 13 Minutes 43 Seconds East a distance of 29.78 feet to a point 39.00 feet left of Midland Avenue Station 526+74.17; thence South 9 Degrees 54 Minutes 42 Seconds East a distance of 4.44 feet to a point 34.57 feet left of Midland Avenue Station 526+73.80; thence South 80 Degrees 05 Minutes 18 Seconds West a distance of 656.33 feet left of Midland Avenue Station 520+12.18 to the **POINT OF BEGINNING**; and,

The above described parcel contains 0.164 Acres (7,132 square feet) of temporary construction easement; and,

Being a portion of the same property conveyed to The MET Development, Inc., a Kentucky non-profit, non-stock corporation, by deed dated March 26, 2019, of record in Deed Book 3656, Page 351, in the Fayette County Clerk's Office.

**TO HAVE AND TO HOLD** the above-described interests 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 above-described permanent easement runs with the land in perpetuity and is binding upon the successors and assigns of the Grantor. The temporary construction easement shall take effect upon the commencement of the 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 it will **WARRANT GENERALLY** said title.

The parties do hereby certify pursuant to KRS 382.135 that the consideration stated herein is the full actual consideration paid for the property transferred herein, and the estimated fair cash value of the property conveyed is \$85,500.00. Grantee joins this Deed for the sole purpose of certifying the consideration, as authorized by Resolution

No. 383-2018, passed by the Lexington-Fayette Urban County Council on June 21, 2018. This conveyance is exempt from real estate transfer tax pursuant to KRS 142.050.

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

GRANTOR:

THE MET DEVELOPMENT, INC., a  
Kentucky non-profit, non-stock corporation

BY:   
\_\_\_\_\_  
KEVIN SMITH  
CEO/DIRECTOR

GRANTEE:

LEXINGTON-FAYETTE URBAN  
COUNTY GOVERNMENT

BY:   
\_\_\_\_\_  
LINDA GORTON, MAYOR

COMMONWEALTH OF KENTUCKY )  
 )  
COUNTY OF FAYETTE )

This Instrument and consideration certificate was acknowledged, subscribed and sworn to before me by Kevin Smith, as CEO/Director, for and on behalf of the MET Development, Inc., a Kentucky non-profit, non-stock corporation, on this the 11 day of July, 2019.



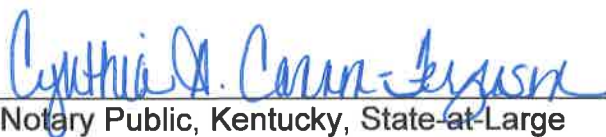
Notary Public, Kentucky, State-at-Large

My Commission Expires: 7 / 29 / 2021

Notary ID # 583153

COMMONWEALTH OF KENTUCKY )  
 )  
COUNTY OF FAYETTE )

This Certificate of Consideration certificate was acknowledged, subscribed and sworn to before me by Linda Gorton, as Mayor, for and on behalf of the Lexington-Fayette Urban County Government, on this the 11<sup>th</sup> day of July, 2019.



Notary Public, Kentucky, State-at-Large

My Commission Expires: 2 / 26 / 2021

Notary ID # 573812



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

X:\Cases\ENGINEER\18-RE0282\RE\00650239.DOC

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

201908010195

August 1, 2019

12:37:58 PM

Fees	\$35.00	Tax	\$85.50
------	---------	-----	---------

Total Paid	\$120.50
------------	----------

THIS IS THE LAST PAGE OF THE DOCUMENT

10 Pages

478 - 487