

THIS DEED AND EASEMENTS, made and entered into this the 27th day of December, 2016, by and between JFG ENTERPRISES, INC., a Kentucky Corporation, 131 Prosperous Place, Suite 20-B, Lexington, Kentucky 40509 ("Grantor"), which is also the in-care tax mailing address to which the property tax bill for the current tax year may be sent, and Lexington-Fayette Urban County Government, 200 East Main Street, Lexington, Kentucky 40507 ("Grantee").

WITNESSETH:

That for no cash paid, but for other good and valuable consideration and in accordance with that certain agreement by and between Grantor and Grantee dated September 25, 2014 ("Agreement"), which Agreement the Mayor of Lexington was authorized to sign by Resolution No. 553-2014 ("Resolution"), said Grantor has Bargained and Sold and does hereby grant and convey the hereinafter described real property together with all improvements thereon including, without limitation, the sewage pump station and related facilities constructed thereon ("Real Property") unto the Grantee, its successors and assigns, forever. Said Real Property is located in Fayette County, Kentucky, and more fully described as follows, to-wit:

All of Lot 1 and being square in shape 55 feet by 55 feet and more particularly described and identified as 5305 Athens-Boonesboro Road on that certain Public Acquisition and Amended Easement Minor Plat dated July 16, 2016 of JFG Enterprises, Inc. Tracts 1 and 2 located at 5191 and 5301 Athens-Boonesboro Road and of record in Plat Cabinet R, Page 522 in the Fayette County Clerk's Office which plat is hereinafter referred to as the "Acquisition Plat".

Being a portion of the property conveyed to Grantor by deed dated February 21, 2003 of record in Deed Book 2343, Page 256 in the Fayette County Clerk's Office.

TO HAVE AND TO HOLD the above described Real Property, together with all appurtenances thereunto belonging to said Second Party, its successors and assigns forever.

First Party does hereby release and relinquish unto Second Party, its successors and assigns, all to its right, title and interest in and to the above described Real Property and all exemptions allowed by law, and hereby covenants to and with Second Party, its successors and assigns, that it is lawfully seized in fee simple title to said Real Property and has a good right to convey the same as herein done, and that said Real Property is free and clear of all encumbrances of whatsoever nature, and that it will WARRANT GENERALLY the title to said Real Property.

That for the same consideration recited above, Grantor does hereby further grant and convey to Grantee the following:

A. A twenty foot wide non-exclusive easement for ingress and egress to the Real Property ("Access Easement"), which Access Easement is more particularly described and depicted in the Acquisition Plat and being located on property conveyed to Grantor by deed dated February 21, 2003 of record in Deed Book 2343, Page 256 in the aforesaid Clerk's Office and by Quit Claim Deed dated October 2, 2003 of record in Deed Book 2405, Page 493 in the aforesaid Clerk's Office.

B. A five foot wide non-exclusive easement around the perimeter of the Real Property. The sole purpose of this Easement is to provide Grantee access to maintain a chain link fence constructed on or near the property lines of the Real Property ("Maintenance Easement"). The Maintenance Easement is more particularly described and depicted in the Acquisition Plat and being located on property conveyed to Grantor

by deed dated February 21, 2003 of record in Deed Book 2343, Page 256 in the aforesaid Clerk's Office.

Additional Provisions:

A. There is, within the above-described Access Easement, a roadway that is partially paved and partially gravel ("Roadway").

B. Grantee's use of the Access Easement and Roadway shall not be prevented, blocked or obstructed in any manner, except for gates locked in a manner that will provide keyed access by Grantee.

C. Grantor, its successor and assigns, at its cost, shall have the right in the future to relocate the Access Easement ("Relocated Access Easement"), provided (i) the Relocated Access Easement provides as good or better access to the Real Property, (ii) during any such relocation, Grantee shall continue to have adequate unobstructed ingress and egress to the Pump Station and (iii) such relocation complies with all other applicable provisions of the Agreement.

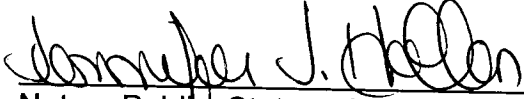
D. Grantee's use of the Maintenance Easement shall not be prevented, blocked or obstructed in any manner. However, Grantor shall have the right to use the surface upon which the Maintenance Easement is located, provided any such use does not interfere with the rights herein granted to Grantee.

Grantee, by accepting the conveyance provided for herein, acknowledges that such acceptance shall be upon the terms and conditions set forth herein and in the Agreement.

COMMONWEALTH OF KENTUCKY)
)
COUNTY OF FAYETTE)

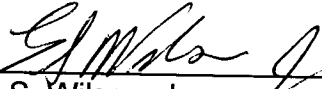
The foregoing Deed and Easements was subscribed, sworn to and acknowledged before me by Jim Gray, as Mayor of the City of Lexington, an Urban County Government, on behalf of said Government, on this the 27 day of December, 2016.

My Commission Expires: April 30, 2020



Notary Public, State-at-Large, Kentucky
#555712

PREPARED BY:



E. S. Wilson, Jr.
Wilson Law Office, PLLC
131 Prosperous Place
Suite 20-B
Lexington, KY 40509-1865

RETURN TO:
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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

201612280497

December 28, 2016 11:44:06 AM

Fees \$23.00 Tax \$.00

Total Paid \$23.00

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6 Pages

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