

DEED OF CONVEYANCE AND GRANT OF EASEMENT

This **DEED OF CONVEYANCE AND GRANT OF EASEMENT** is made and entered into this 22nd day of October, 2018, by and between **BOARD OF EDUCATION OF FAYETTE COUNTY, KENTUCKY**, 1126 Russell Cave Road, Lexington, Kentucky 40505 ("GRANTOR") and **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, 200 East Main Street, Lexington, Kentucky 40507 ("GRANTEE"); the Grantee's address is the in-care-of mailing address for the current tax year.

WITNESSETH:

That for and in consideration of the sum of **FOURTEEN THOUSAND DOLLARS AND 00/100 (\$14,000.00)**, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor has **BARGAINED** and **SOLD** and does hereby **GIVE, GRANT** and **CONVEY** unto the Grantee, in fee simple, its successors and assigns forever, the following described property located in Fayette County, Kentucky, and more fully described as follows, to-wit:

Fee Simple
(a portion of 2264 Liberty Road)

**Paradise Lane Pump Station and Force Main
Improvement Project**

Being all of Parcel "A", consisting of 0.16 Acres (7,075 sq. ft.) in fee simple as shown on the Public Acquisition and Easement Minor Plat for Paradise Lane Pump Station and Force Main Improvements, Fayette County Board of Education, 2264 Liberty Road, December 2016, Lexington, Fayette County, Kentucky, of record in Plat Cabinet R, Slide 534, in the Fayette County Clerk's Office; and,

Being a portion of the same property conveyed to the Board of Education of Fayette County, Kentucky, by deed dated November

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

(CC-F)

10, 2009, of record in Deed Book 2913, Page 590, 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, the permanent right to lay, construct, operate, repair, reconstruct and remove and perform related work for the purpose of the installation for a pump station and force main improvements and appurtenances shall be of such dimension, character, construction and use determined by Grantee, along, through, under and across the following tract of land located in the confines of Lexington, Fayette County, Kentucky, and more particularly described as follows, to wit:

Permanent Sanitary Sewer Easement
(a portion of 2264 Liberty Road)

**Paradise Lane Pump Station and Force Main
Improvement Project**

Being a 20' permanent sanitary sewer easement as shown on the Public Acquisition and Easement Minor Plat for Paradise Lane Pump Station and Force Main Improvements, Fayette County Board of Education, 2264 Liberty Road, December 2016, Lexington, Fayette County, Kentucky, of record in Plat Cabinet R, Slide 534, in the Fayette County Clerk's Office; and,

Being a portion of the same property conveyed to the Board of Education of Fayette County, Kentucky, by deed dated November 10, 2009, of record in Deed Book 2913, Page 590, 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, the temporary right to excavate, grade, construct, alter, re-grade and perform

related work for the purpose of the installation of sanitary sewer construction, repair, installation, relocation and removal for a pump station and force main improvements 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 2264 Liberty Road)

**Paradise Lane Pump Station and Force Main
Improvement Project**

Being all of the temporary construction easement identified on the Public Acquisition and Easement Minor Plat for Paradise Lane Pump Station and Force Main Improvements, Fayette County Board of Education, 2264 Liberty Road, December 2016, Lexington, Fayette County, Kentucky, of record in Plat Cabinet R, Slide 534, in the Fayette County Clerk's Office; and,

Being a portion of the same property conveyed to the Board of Education of Fayette County, Kentucky, by deed dated November 10, 2009, of record in Deed Book 2913, Page 590, in the Fayette County Clerk's Office.

TO HAVE AND TO HOLD the above described fee simple parcel, permanent easement and temporary construction 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.

Grantee shall replace and restore any area disturbed by the construction, operation, repair, reconstruction, maintenance or removal of the aforesaid permanent sanitary sewer easement and temporary construction easement to as good a condition as

it was before the Grantee began such construction, operation, repair, reconstruction, maintenance or removal.

To the extent permitted by law, the Grantee shall indemnify, defend and hold harmless the Grantor from any liability or responsibility of any nature whatsoever arising directly or indirectly from Grantee's use of the aforesaid permanent sanitary sewer easement and temporary construction easement, unless same is caused by the negligence of the Grantor or Grantor's agents, employees or representatives.

Any and all work or construction activities performed by the Grantee under the permanent sanitary sewer easement or temporary construction easement will be conducted with adequate barricades so as to protect school children from the work area and so as not to present any hazard affecting the safe operation of the school located near the easements, and said work or construction activities will be carried out in a manner that does not substantially interrupt or interfere with any school operations.

Grantor does hereby release and relinquish unto the Grantee, its successors and assigns forever, all of their right, title and interest in and to the property to the extent of the interests conveyed herein, including all exemptions allowed by law, and do 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 a good and perfect right to sell and convey the same as herein done and that it will **WARRANT SPECIALLY** the title, thereto.

CONSIDERATION CERTIFICATE

The parties do hereby certify, pursuant to KRS 382.135, that the consideration stated herein is the full consideration paid for the property transferred herein and that the estimated fair cash value of the property conveyed is \$14,000.00. Grantee joins in this deed for the sole purpose of certifying the consideration, as authorized by Resolution No.

101-2017, passed by the Lexington-Fayette Urban County Council on February 23, 2017.

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

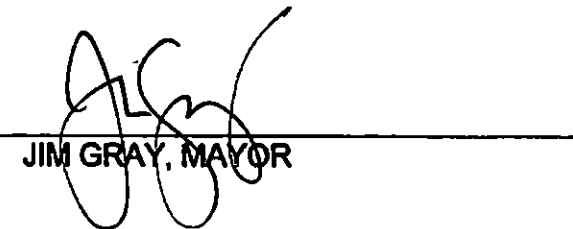
GRANTOR:

**BOARD OF EDUCATION OF
FAYETTE COUNTY, KENTUCKY**

BY: 
STEPHANIE SPIRES, CHAIRPERSON

GRANTEE:

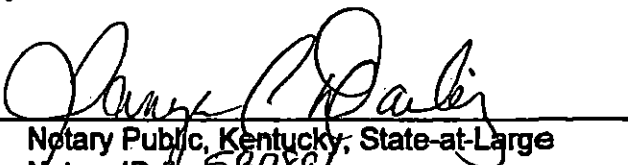
**LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT**

BY: 
JIM GRAY, MAYOR

COMMONWEALTH OF KENTUCKY)
)
COUNTY OF FAYETTE)

The foregoing Deed of Conveyance Easement with Consideration Certificate was acknowledged, subscribed and sworn to before me by Stephanie Spires, Chairperson of the Board of Education of Fayette County, Kentucky for and on behalf of said Board of Education, on this the 22 day of October, 2018.

My commission expires: 10/2/21

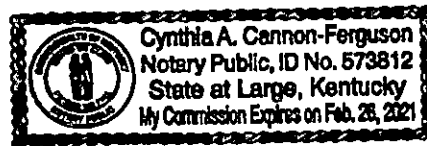

Notary Public, Kentucky, State-at-Large
Notary ID # 587896

COMMONWEALTH OF KENTUCKY)
)
COUNTY OF FAYETTE)

The foregoing Consideration Certificate was subscribed and sworn to before me by Jim Gray, Mayor, for and on behalf of the Lexington-Fayette Urban County Government, on this the 2nd day of October, 2018.

My commission expires: 2/26/21

Cynthia A. Cannon-Ferguson
Notary Public, Kentucky, State at Large
Notary ID # 573812

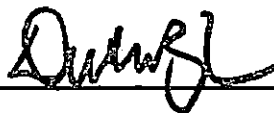


PREPARED BY:

Charles E. Edwards, III
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\WATER-AIR\16-RE0462\RE\00560230.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: MELISSA STELTER ,dc

201811010085

November 1, 2018 13:29:40 PM

Fees	\$26.00	Tax	\$.00
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Total Paid	\$26.00
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7 Pages

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