

COMMONWEALTH OF KENTUCKY  
FINANCE AND ADMINISTRATION CABINET  
DIVISION OF REAL PROPERTIES  
INVITATION FOR PROPOSAL/REQUEST FOR BID

**SEALED BID PROPOSAL**  
**FOR SALE**  
**SURPLUS REAL PROPERTY**  
**OWNED BY THE COMMONWEALTH OF KENTUCKY**

**Winchester State Office Building**  
**15 W. Lexington Ave.**  
**Winchester, Kentucky 40391**

Invitation No.: 060524  
Bid Opens: June 5, 2024 at 11:00 a.m. Eastern Time

1. Sealed bids must be submitted on the "Form of Proposal" included within and made part of this Invitation and received at the Division of Real Properties, Department for Facilities and Support Services, Finance and Administration Cabinet, 3rd Floor, Bush Building, 403 Wapping Street, Frankfort, Kentucky 40601-2607, not later than the specified "bid opening" time and date.
2. The Commonwealth of Kentucky reserves the unqualified right to reject any or all bids.
3. Bids will be 'publicly' read aloud, and Bidders may access the bid opening through a conference call. To access the conferencing bridge, Bidders may either dial 502-782-CONF (2663) OR 502-564-9110. Once called, Bidders will be prompted to enter a code. Bidders, as "attendees/participants" need to enter the code 42014. Please be mindful that the conference call will not begin until the moderator, Luka Bowman, is logged in and the conference call will end once the moderator hangs up.
4. To obtain additional information contact Luka Bowman, Division of Real Properties, 3rd Floor, Bush Building, 403 Wapping Street, Frankfort, Kentucky 40601-2607 (Phone: 502-782-0361).

## SCOPE OF PROPOSAL

The Commonwealth of Kentucky has determined the following property is surplus to its needs and is being offered for sale in its AS-IS condition:

**The Winchester State Office Building**  
0.1865 +/- ACRE  
9,224 +/- Sq. Ft. 1 Story with Basement  
15 W. Lexington Ave.  
Winchester, Clark County, Kentucky

For reference, background information associated with the Winchester State Office Building is included in **EXHIBIT A**.

**Additional information, including pictures and supplements to this bid package, may be viewed at <https://finance.ky.gov/departments-for-facilities-and-support-services/division-of-real-properties/Pages/properties-for-sale-or-lease.aspx> and clicking the link on the right-hand side of that page for “Buildings & Land for Sale or Lease.”** Proposals will be accepted for the sale of the above property in compliance with the “Sealed Bid Form of Proposal” herewith.

## BID CONDITIONS

1. All bids received by the due date and time will be considered for this property. **Bidders must include an approval letter from a lending institution for the amount of their bid or a letter verifying that the funds are available if a cash transaction is preferred.**
2. BID DEPOSIT: Each bid must also be accompanied by a deposit in the form of a certified check, cashier’s check, or money order made payable to the Kentucky State Treasurer in the amount of **\$5,000.00**, as a guarantee of good faith; cash will not be accepted. The bid deposit of all unsuccessful bidder(s) will be returned by mail as soon as possible once the bids have been opened and a contract awarded. The deposits of all bidders will be returned

if all bids are rejected.

3. The successful bidder's bid deposit will be retained and applied toward the purchase price, if it is determined that the property will be sold. Payment of the balance of the purchase price must be in the form of a certified check, cashier's check, or money order made payable to the Kentucky State Treasurer and is due at the time of delivery of the deed. Closing shall occur no later than forty-five days from the date of the bid acceptance unless the Commonwealth of Kentucky approves a different closing time frame. The successful bidder's good faith deposit will be forfeited to the Commonwealth of Kentucky should the successful bidder fail or refuse to consummate the purchase of the property. The Commonwealth does not certify the square footage or condition of the improvements or the amount of acreage to be sold. **The property will be sold "AS-IS" with no guarantees or warranties. Should the Bidder or lending institution require an inspection of the property, this is the sole responsibility of the Bidder.**
  
4. Prospective bidders who wish to view the property may do so at the site visit scheduled for Wednesday, May 15, 2024 from 10:00 a.m. to 12:00 p.m. Please note: property related questions will not be answered the day of the site visit. Prospective Bidders shall submit written questions by Thursday, May 16, 2024 at 2:00 p.m. via email to Luka Bowman at luka.bowman@ky.gov. Questions and answers will be posted no later than Wednesday, May 22, 2024 at 4:00 p.m. through an amendment to this bid package on the websites listed above.

5. It shall be the responsibility of the prospective bidder(s) to inspect the property prior to submitting a bid to determine pertinent factors of access, zoning, utilities, and easements, etc. No refunds or adjustments will be made because the property fails to meet standards of quality or conditions expected, nor will failure to inspect the property be grounds for any claim for relief from bid.
6. A good marketable title to the property will be conveyed by deed containing covenant of special warranty. This sale is subject to the approval of the Secretary, Finance and Administration Cabinet, as authorized by KRS Chapters 45A and 56 and the Governor.
7. The Commonwealth may waive minor irregularities or technicalities; however, such waiver shall in no way operate to modify the solicitation requirements or provisions if the Bidder is awarded the contract.
8. The Bidder and the Commonwealth agree that all information shall be received by the Commonwealth in strict confidence and shall not be disclosed by the receiving party, its agents, or employees without the prior written consent of the other party. Such material shall be kept confidential subject to the Commonwealth of Kentucky and federal disclosure laws. Upon the conveyance of the property by all parties and recording of the deed, terms of the lease become available to the public, pursuant to provisions of Kentucky laws.
9. The successful bidder or his/her successor in title will be responsible for the payment of all taxes falling due on the property after delivery of the deed, including the deed recording

fees.

10. **A BID WILL ONLY BE CONSIDERED VALID WHEN COMPLETED ON THE ATTACHED “FORM OF PROPOSAL.” IT MUST BE SIGNED AND SUBMITTED WITH THE BID DEPOSIT AS SPECIFIED IN A SEALED ENVELOPE WITH THE INVITATION NUMBER BOLDLY WRITTEN ON THE OUTSIDE OF THE ENVELOPE. BIDS MUST BE DELIVERED TO THE DIVISION OF REAL PROPERTIES, ATTN: LUKA BOWMAN ON OR BEFORE THE DESIGNATED BID OPENING. FAXED OR EMAILED BIDS WILL NOT BE ACCEPTED.**
  
11. **THE COMMONWEALTH OF KENTUCKY RESERVES THE UNQUALIFIED RIGHT TO REJECT ANY AND ALL BIDS.**

CHECKLIST FOR BID SUBMITTAL:

1. \_\_\_\_\_ BID IS SUBMITTED ON THE ATTACHED “FORM OF PROPOSAL”,  
PROPERLY COMPLETED, AND SIGNED.
  
2. \_\_\_\_\_ LETTER FROM FINANCIAL INSTITUTION, INDICATING FUNDS ARE  
AVAILABLE OR WILL BE MADE AVAILABLE TO BIDDER FOR AMOUNT OF  
BIDDER’S BID.
  
3. \_\_\_\_\_ \$5,000.00 BID DEPOSIT

**FORM OF PROPOSAL (SEALED BID)**

TO: Finance and Administration Cabinet                      INVITATION NO. 060524  
Department of Facilities & Support Services  
Division of Real Properties                                      BID OPENING: June 5, 2024  
Bush Building, 3<sup>rd</sup> Floor  
403 Wapping Street    AT:        11:00 a.m. EST  
Frankfort, Kentucky 40601-2607

BID FORM

Subject to the instructions, terms, and conditions and Authentication of Bid and Affidavit of Non-Collusion and Non-Conflict of Interest, I propose to pay the Commonwealth of Kentucky the following amount for the property described in this bid package:

\$ \_\_\_\_\_

\_\_\_\_\_  
**Bidder Signature/Date**

Print Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

## PHOTOGRAPHS



Subject Building Front View



Subject Building Rear View



## PHOTOGRAPHS



Street Scene – W. Lexington Ave. Looking West



Street Scene – W. Lexington Ave. Looking East

**PHOTOGRAPHS OF SUBJECT PROPERTY**



**FRONTAL VIEW OF SUBJECT PROPERTY**



**EXTERIOR VIEW OF REAR OF SUBJECT PROPERTY**



**EXTERIOR VIEW AND DRIVE OF SUBJECT PROPERTY**



**MAIN LOBBY (1<sup>ST</sup> FLOOR)**

**AERIAL PHOTOGRAPH OF SUBJECT PROPERTY**



EASEMENT

E1642  
CLARK

THIS EASEMENT, made and entered into on this the 7th day of May, 1976, by and between the Commonwealth of Kentucky, acting by and through Russell R. McClure, Secretary of the Executive Department for Finance and Administration, party of the first part, and South Central Bell Telephone Company, party of the first part,

WITNESSETH: That for and in consideration of the benefit to be derived by the people of the Commonwealth by the installation of an underground telephone cable and cable closures by the party of the second part upon, over and under the property described below, the party of the first part does hereby grant to the party of the second part, its successors and assigns forever, the right and easement to lay, maintain, operate, repair and remove an underground telephone cable and closures in, over and under the property located in Winchester, Kentucky, being TEN (10) feet in width, shown by the drawing attached hereto and made a part hereof, being a portion of the same property, acquired by the party of the first part by deed dated June 15, 1954, from Ethel Cheairs recorded in Deed Book 148, Page 297, records of the CLARK County Court Clerk, to which reference is hereby made for a more particular description of said property.

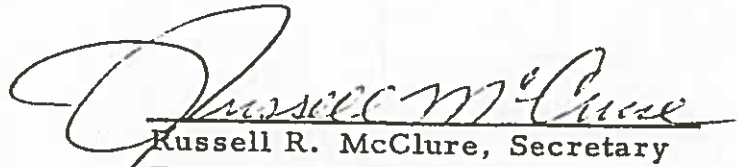
The party of the second part hereby agrees that any future relocation or removal of the equipment to be located upon or under the area affected by said easement shall be solely at its expense. The second party also agrees to erect a fence enclosing its equipment and the area between the existing fence and the first party's northern boundary line, the exact location and type of said fence to be constructed shall be subject to the first party's approval.

*Easement recorded in Winchester, Ky.  
Deed Book # 225 Page 169  
7/28 8/10/76*

*(Signature)*

TO HAVE AND TO HOLD said easement and rights  
unto the party of the second part, its successors and assigns forever.

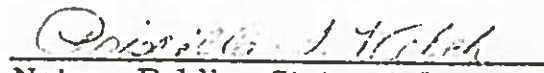
IN TESTIMONY WHEREOF, witness the signature  
of the Commonwealth of Kentucky, acting by and through  
Russell R. McClure, Secretary of the Executive Department for  
Finance and Administration, the day and year first above written.

  
Russell R. McClure, Secretary  
Executive Department for  
Finance and Administration  
Commonwealth of Kentucky

COMMONWEALTH OF KENTUCKY )  
   ) SS  
COUNTY OF FRANKLIN                             )

The foregoing instrument was acknowledged before me  
this 7th day of May, 1976, by  
Russell R. McClure, Secretary of the Executive Department for  
Finance and Administration, Commonwealth of Kentucky.


My Commission expires: April 1, 1980.

  
Notary Public, State-at-Large

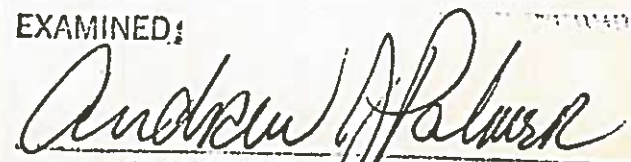
THE SUBJECT EASEMENT IS APPROVED

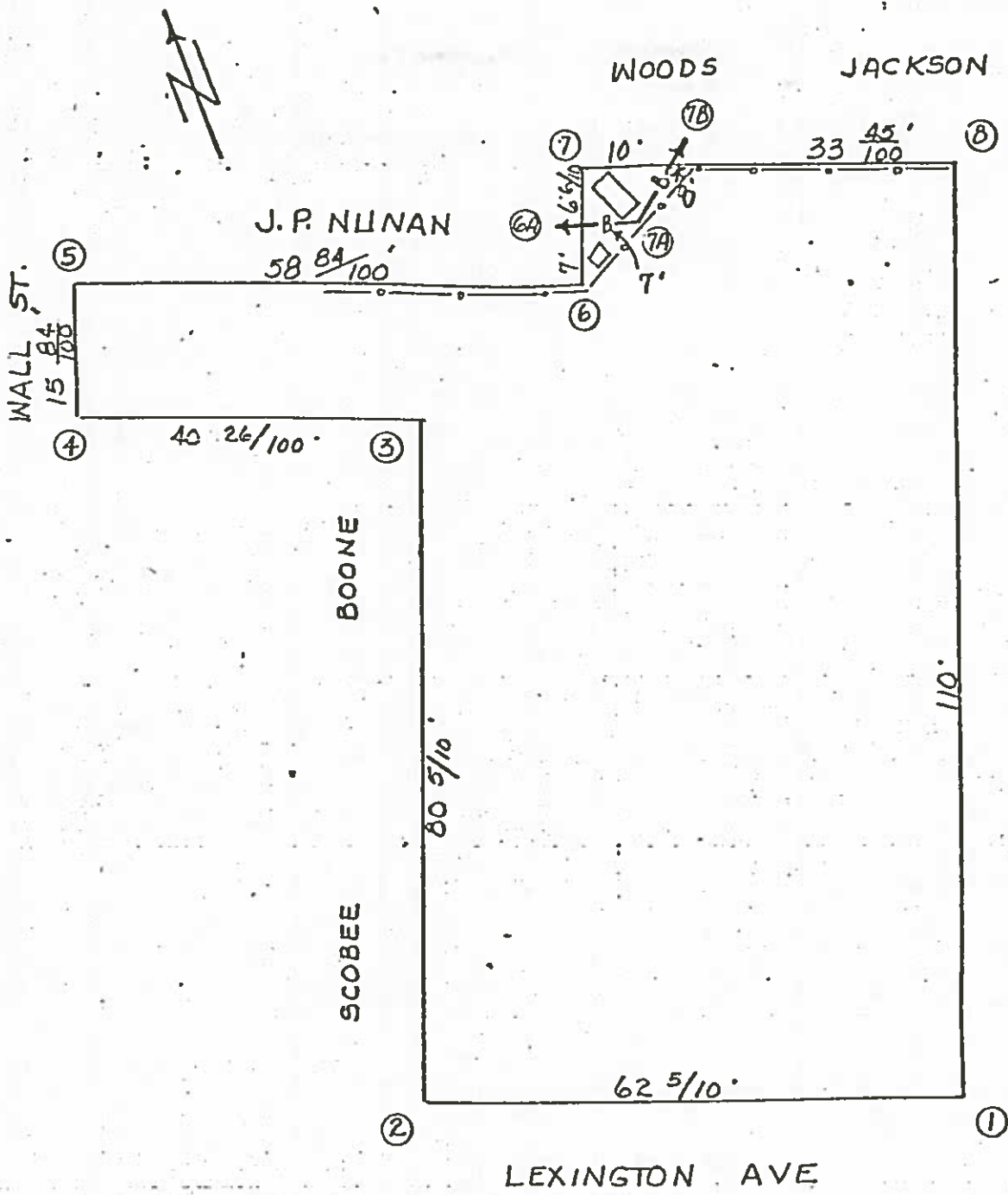
  
JULIAN M. CARROLL, GOVERNOR  
COMMONWEALTH OF KENTUCKY

This Instrument Prepared By:

  
Attorney, Executive Department  
for Finance and Administration  
Commonwealth of Kentucky  
Frankfort

EXAMINED:

  
COUNSEL TO THE GOVERNOR



~LEGEND~

	FENCE
B — B	BURIED CABLE
□	ABOVE GROUND APPARATUS CASE
*	K.U. POLE

E1590  
Clareto.

DISTRIBUTION LINE EASEMENT

THIS DEED OF EASEMENT, made and entered into this 6th day of MAY, 1974, by and between the Commonwealth of Kentucky, Party of the First Part and Kentucky Utilities Company, a Kentucky corporation, the mailing address of which is 120 South Limestone Street, in Lexington, Fayette County, Kentucky, party of the Second Part.

WITNESSETH: THAT, for and in consideration of the sum of One Dollar (\$1.00) cash, receipt of which is hereby acknowledged, and for no other monetary consideration whatsoever, the Party of the First Part hereby grants and conveys unto the Party of the Second Part, its successors, assigns and lessees, for a period of two (2) years and for such time thereafter as any electric line or lines or any extensions thereof may be maintained by Second Party across the lands hereinafter described, the right, power and privilege to construct, inspect, maintain, operate, rebuild, replace, convert, enlarge and repair a pole and/or underground line or lines of Second Party for the distribution of electrical energy and any telephone, television or telegraph lines on same poles and/or in same trenches with electric distribution lines, and all appurtenances thereto, along and upon the right of way hereinafter described; together with the right of ingress and egress over the lands of First Party to and from said lines in the exercise of the rights and privileges herein granted; provided, however, that in exercising such rights of ingress and egress, the Second Party will, whenever practicable to do so, use regularly established highways or streets.

The Party of the First Part further grants to the Party of the Second Part the right to trim or remove any and all trees located on the right of way described herein, and any and all other trees which are of



such height and proximity that they would interfere with the operation and maintenance of said lines; together with the right to remove brush and all other obstructions and obstacles from the right of way which would create a hazard to the lines of Second Party; and also the right to connect customers to the existing line or lines herein described.

The lands belonging to the Party of the First Part over which this easement is granted are located in Clark County, Kentucky, on Lexington Avenue and being the same property conveyed to First Party by Deed from Ethel Garner Cheairs, dated the 15th day of June, 1954, and recorded in Deed Book 148, Page 297, in the aforesaid County Court Clerk's Office, to which reference is hereby specifically made for the description therein contained.

The specific right of way upon which said electric line or lines shall be located is more fully described as follows:

BEGINNING at a point in the property line of the lands of the First Party, said point being North 21° 00' East six and sixty-one one hundredths (6-61/100) feet from corner six (6) in said property line, thence running North 21° 00' East seven (7) feet to corner seven (7), thence running South 69° 23' East forty three and forty five one hundredths (43-45/100) feet to corner eight (8), thence running to a point in the property line of the lands of the first party, said point being South 21° 00' West seven (7) feet from corner (8), thence running North 69° 23' West forty three and forty five one hundredths (43-45/100) feet to the beginning, said easement being less than one one hundredth (1/100) of an Acre.

TO HAVE AND TO HOLD said right of way and easement, together with all the rights, privileges and appurtenances thereunto belonging, unto Second Party, its successors, assigns and lessees, for the purposes herein mentioned.

NOW, it is expressly understood that the Party of the Second Part shall have only an easement on the lands of the Party of the First Part for the uses and purposes above mentioned, and that First Party shall continue to own, use, occupy, and enjoy the lands crossed by this easement, except, however, that such use shall not conflict with any of the rights and privileges herein granted, and no land fill or excavation shall be performed and no structures shall be erected by First Party, its successors, assigns, or lessees, upon the right of way described herein.

It is further expressly understood and agreed that the Party of the Second Part will pay to the Party of the First Part any and all damage that may be caused by Second Party in going upon said lands and right of way, except that Second Party will not be liable for trimming trees or removing obstructions and in the manner and to the extent herein above specified.

The Party of the First Part does hereby release and relinquish unto the Party of the Second Part, its successor, lessees and assigns, all of its interest and to the easement and right of way herein granted, for the uses and purposes only as aforesaid, and does hereby covenant to and with the Second Party that it is seized in fee simple of the property upon which said easement lies and has good and perfect right to convey the easement herein above does WARRANT SPECIALLY said title for the uses and purposes of this Deed of Easement.

IN WITNESS WHEREOF, the Party of the First Part has caused this instrument to be duly executed by the Commissioner of the Executive Department for Finance and Administration, acting pursuant to the authority of Chapters 45 and 56 of the Kentucky Revised Statutes on this the day and year first above written.

COMMONWEALTH OF KENTUCKY

*C. Bob Bond*

By \_\_\_\_\_  
Charles Pryor, Jr., Commissioner  
Executive Department for  
Finance and Administration

WITNESS ATTEST:

*Glenda Casey*

Title: *Secretary*

THIS INSTRUMENT PREPARED BY  
*Charles W. [Signature]*  
Attorney,  
Department of Finance

JUNE ETHER GARNER CREAIRS, A WIDOW (\$8,500.00)  
15th TO: ::::::::::: DEED  
1954 COMMONWEALTH OF KENTUCKY R....E.

CLARK CO. KY  
DEED BK 148  
PAGE 297

LP 3486  
CLARK CO.

THIS DEED OF CONVEYANCE, made and entered into this the 15th day of June, 1954, by and between ETHEL GARNER CREAIRS, a widow, of Winchester, Clark County., Kentucky, as the party of the first part, and the COMMONWEALTH OF KENTUCKY, as the party of the second part,

WITNESSETH: that for and in consideration of the sum of Eight Thousand Five Hundred Dollars (\$8,500.00) cash in hand paid to the party of the first part by the party of the second part, the receipt of which is acknowledged in full, the party of the first part has sold and conveyed and does by these presents hereby sell, alien, assign, transfer and convey unto the party of the second part and its assigns forever, in fee simple, the following described real estate, to wit:

A certain lot or parcel of land situated, lying and being in the City of Winchester, in Clerk County, Kentucky, on Lexington Avenue and on Wall Street, and being more particularly described and bounded as follows:

BEGINNING at corner one (1), a point in the north right-of-way line of Lexington Avenue, a corner to Wainscott estate property; thence with said right-of-way line North 69 degrees 11' West sixty-two and five-tenths (62-5/10) feet to a point in said right-of-way line, corner to Dr. R.H. Scobee property; thence with said Scobee and Tom Boone line North 21 degrees 00' East eighty and five-tenths (80-5/10) feet to corner three (3); thence with the line of said Boone North 68 degrees 56' West forty and twenty six one hundredths (40°26/100) feet to corner four (4), a point in the east line of Wall Street, common to said Boone; thence with said right-of-way line of Wall Street North 21 degrees 00' East fifteen and eighty-four one hundredths (15-84/100) feet to corner five (5), an iron rod in the right-of-way line, corner to J. P. Nunan lot; thence with the line of said Nunan South 68 degrees 56' East fifty eight and eighty-five one hundredths (58-85/100) feet to corner six (6), an iron pipe common to said Nunan; thence North 21 degrees 00' East thirteen and sixty one-hundredths (13-60/100) feet to corner seven (7), an iron pipe common to said Nunan and Woods' estate; thence in part with said Wood's estate and A.P. Jackson South 69 degrees 23' East forty three and forty five one hundredths (43-45/100) foot to corner eight (8), a railroad spike common to said Jackson; thence South 21 degrees 00' West one hundred ten (110) feet to the beginning, and being the same property conveyed by Thomas M. Swope and wife to N.F. Chasirs by a deed dated January 13, 1948, of record in Deed Book No. 134, page 139, Clark County Court Clerk's office, and the same property which was devised by N.F. Chasirs, dec'd., to Ethel Garner Chasirs under the terms of his Last Will and Testament, which is of record in Will Book No. 6, page 3, Clark County Court Clerk's office.

As a part of the consideration for this deed it is agreed between the parties hereto that no building or obstruction shall be erected on the strip of land four (4) feet in width adjoining the property of V.W. Bush (now Scobee) and extending along the east line of said Bush (now Scobee) property, and it is agreed that a four (4) foot strip fronting on Lexington Avenue (West Fairfax Street) and extending back to the property of T.F. Moore shall be left open and shall be for the use of the owners of the V.W. Bush property, the T.F. Moore property, and the property herein conveyed in reaching and entering their respective buildings and furnishing light thereto.

It is further understood that there was an agreement at the time certain parts of the above described property was acquired under a deed from Nunan and Shepherd that the part of said property acquired under said deed, as long as same was not enclosed by fence or wall that said Nunan and Shepherd should have, along with others mentioned in said deed, a right to use the same for a driveway in conjunction with a certain six foot strip of land lying just south of the land purchased from said Nunan and Shepherd and facing on Wall Street; and that in the event a wall should be erected along the property line between the property conveyed and the property of Nunan and Shepherd said Nunan and Shepherd shall have the right to use said wall as a partnership wall between the respective properties.

TO HAVE AND TO HOLD, the foregoing described real estate, together with all of the improvements thereon and all of the appurtenances and rights thereunto appertaining, unto the party of the second part and its assigns, forever, in Fee Simple, with Covenant of GENERAL WARRANTY.

In testimony whereof witness the signature of the party of the first part this the day and date first above written.

Ethel Garner Cheairs

State of Kentucky :  
                          Sct.  
County of Clark :

I, Clyde Gravett, Clerk of the Clerk County Court, do certify that the foregoing deed from Ethel Garner Cheairs, a widow, to the Commonwealth of Kentucky, was this day produced to me in my said County and State and was signed and acknowledged before me by Ethel Garner Cheairs, a widow, to be her act and deed for all of the purposes therein contained.

In testimony whereof witness my hand this the 24th day of July, 1954.

Clyde Gravett  
Clerk Clerk County Court.

STATE OF KENTUCKY }  
                          } SS.  
COUNTY OF CLARK }

I, Clyde Gravett, Clerk of the Clerk County Court, do certify that the foregoing Deed to Commonwealth of Kentucky, was on the 24th day of July, 1954, produced to me in said County, certified as above, and was lodged for record July 24th 1954. Whereupon the same and this and the preceding certificate have been recorded in my office, with stamps amounting to \$9.35.

Given under my hand this, the 24th day of July, 1954.

CLYDE GRAVETT, CLERK

BY: Alma Ritt D.C.

THIS DEED OF CONVEYANCE, made and entered into this the 15th day of June, 1954, by and between ETHEL GARNER CHEAIRS, a widow, of Winchester, Clark County, Kentucky, as the party of the first part, and the COMMONWEALTH OF KENTUCKY, as the party of the second part.

WITNESSETH: that for and in consideration of the sum of Eight Thousand Five Hundred Dollars (\$8,500.00) cash in hand paid to the party of the first part by the party of the second part, the receipt of which is acknowledged in full, the party of the first part has sold and conveyed and does by these presents hereby sell, alien, assign, transfer and convey unto the party of the second part and its assigns forever, in fee simple, the following described real estate, to-wit:

A certain lot or parcel of land situated, lying and being in the City of Winchester, in Clark County, Kentucky, on Lexington Avenue and on Wall Street, and being more particularly described and bounded as follows:

BEGINNING at corner one (1), a point in the north right-of-way line of Lexington Avenue, a corner to Wainscott estate property; thence with said right-of-way line North 69 degrees 11' West sixty-two and five-tenths (62-5/10) feet to a point in said right-of-way line, corner to Dr. R. H. Scobee property; thence with said Scobee and Tom Boone line North 21 degrees 00' East eighty and five-tenths (80-5/10) feet to corner three (3); thence with the line of said Boone North 68 degrees 56' West forty and twenty six one hundredths (40-26/100) feet to corner four (4), a point in the east line of Wall Street, common to said Boone; thence with said right-of-way line of Wall Street

North 21 degrees 00' East fifteen and eighty-four one hundredths ( $15\text{-}84/100$ ) feet to corner five (5), an iron rod in the eight-of-way line, corner to J. P. Nunan lot; thence with the line of said Nunan South 68 degrees 56' East fifty eight and eighty-five one hundredths ( $58\text{-}85/100$ ) feet to corner six (6), an iron pipe common to said Nunan; thence North 21 degrees 00' East thirteen and sixty one hundredths ( $13\text{-}60/100$ ) feet to corner seven (7), an iron pipe common to said Nunan and Woods' estate; thence in part with said Wood's estate and A. P. Jackson South 69 degrees 23' East forty three and forty five one hundredths ( $43\text{-}45/100$ ) feet to corner eight (8), a railroad spike common to said Jackson; thence South 21 degrees 00' West one hundred ten (110) feet to the beginning, and being the same property conveyed by Thomas M. Swope and wife to N. F. Cheairs by a deed dated January 13, 1948, of record in Deed Book No. 134, page 199, Clark County Court Clerk's office, and the same property which was devised by N. F. Cheairs, dec'd., to Ethel Garner Cheairs under the terms of his Last Will and Testament, which is of record in Will Book No. 6, page 3, Clark County Court Clerk's office.

As a part of the consideration for this deed it is agreed between the parties hereto that no building or obstruction shall be erected on the strip of land four (4) feet in width adjoining the property of V. W. Bush (now Scobee) and extending along the east line of said Bush (now Scobee) property, and it is agreed that said four (4) foot strip fronting on Lexington Avenue (West Fairfax Street) and extending back to the property of T. F. Moore shall be left open and shall be for the use of the owners of the V. W. Bush property, the T. F. Moore property, and the property herein conveyed in reaching and entering their respective buildings and furnishing light thereto.

It is further understood that there was an agreement at the time certain parts of the above described property was acquired under a deed from Nunan and Shapherd that the part of said property acquired under said deed, as long as same was not enclosed by fence or wall that said Nunan and Sheperd should have, along with others mentioned in said deed, a right to use the same for a driveway in conjunction with a certain six foot strip of land lying just south of the land purchased from said Nunan and Shepherd and facing on Wall Street; and that in the event a wall

should be erected along the property line between the property conveyed and the property of Nunan and Shepherd said Nunan and Shepherd shall have the right to use said wall as a partnership wall between the respective properties.

TO HAVE AND TO HOLD, the foregoing described real estate, together with all of the improvements thereon and all of the appurtenances and rights thereunto appertaining, unto the party of the second part and its assigns, forever, in Fee Simple, with Covenant of GENERAL WARRANTY.

In testimony whereof witness the signature of the party of the first part this the day and date first above written.

s/Ethel Garner Cheairs

State of Kentucky :  
County of Clark :                   Sct.

I, Clyde Gravett, Clerk of the Clark County Court, do certify that the foregoing deed from Ethel Garner Cheairs, a widow, to the Commonwealth of Kentucky, was this day produced to me in my said County and State and was signed and acknowledged before me by Ethel Garner Cheairs, a widow, to be her act and deed for all of the purposes therein contained.

In testimony whereof witness my hand this the 24th day of July, 1954.

s/Clyde Gravett  
Clerk Clark County Court.

Stamp	Stamp	Stamp	Stamp	Stamp	Stamp
\$5.00	\$1.00	\$1.00	\$2.20	\$.10	\$.05



COMMONWEALTH OF KENTUCKY  
FINANCE AND ADMINISTRATION CABINET  
DEED OF EASEMENT

E 2113  
CLARK CO.

KNOW ALL YE TO WHOM THESE PRESENTS SHALL COME, that the COMMONWEALTH OF KENTUCKY, acting by and through John P. McCarty, Secretary of the Finance and Administration Cabinet, as provided by Chapters 45A and 56 of the Kentucky Revised Statutes, for and on behalf of the Workforce Development Cabinet, Capitol Plaza Tower, 2d Floor, 500 Mero Street, Frankfort, Kentucky 40601, hereinafter referred to as the "Commonwealth," and for and in consideration of the public benefit to be derived from the granting of this easement, does hereby grant and convey unto the CITY OF WINCHESTER, KENTUCKY, principal offices on Wall Street, Winchester, Kentucky 40391, its successors and assigns, hereinafter referred to as the "Grantee," an easement over, under, across and through a portion of land hereinafter described for the purposes of laying, constructing, installing, repairing, maintaining, removing, replacing, reconstructing and/or enlarging storm sewer pipelines to serve the State Office Building in Winchester, to be within the limits - hereinafter described, specifically,

"Beginning at a point in the east right-of-way line of Wall Street, a corner common with James W. Clay and Minnielynn M. Clay, thence with said Clay two calls as follows: (1) S. 68° 56' E. 58.85 feet, (2) N. 21° 00' E. 3.45 feet; thence through the Commonwealth of Kentucky property S. 68° 59' E. 43.49 feet to the line of Edsel T. Jones; thence in part with said Jones and the Independent Order of Odd Fellows S. 20° 46' W. 15.00 feet; thence through the Commonwealth of Kentucky property six calls as follows: (1) N. 68° 59' W. 9.37 feet to the side of the building, (2) N. 21° 08' E. 5.50 feet to a building corner, (3) N. 68° 59' W. 23.27 feet to a building corner, (4) S. 23° 17' W. 7.84 feet to a building corner, (5) N. 68° 56' W. 10.95 feet, (6) N. 57° 55' W. 59.63 feet to the east right - of - way line of Wall Street; thence with said right - of - way line N. 21° 00' E. 2.49 feet to the beginning."

All according to the red shaded area of the easement plat attached hereto as Exhibit "A." with rights of reasonable ingress and egress for said purposes across adjoining lands of the Commonwealth, and being a part of the lands conveyed to the Commonwealth by Deed from Ethel Garner Cheairs, a widow, dated June 15, 1954, of record in Deed Book 148, Page 297, in the Office of the Clark County Clerk, and being more particularly described as follows:

"A certain lot or parcel of land situated, lying and being in the City of Winchester, in Clark County, Kentucky, on Lexington Avenue and on Wall Street, and being more particularly described and bounded as follows:

BEGINNING at corner one (1), a point in the north right - of - way line of Lexington Avenue, a corner to Wainscott estate property; thence with said right - of - way line North 69 degrees 11' West sixty-two and five-tenths (62-5/10) feet to a point in said right - of - way line, corner to Dr. R. H. Scobee property; thence with said Scobee and Tom Boone line North 21 degrees 00' East eighty and five-tenths (80-5/10) feet to corner three (3); thence with the line of said Boone North 68 degrees 56' West forty and twenty six one hundredths (40-26/100) feet to corner (4), a point in the east line of Wall Street, common to said Boone; thence with said right - of - way line of Wall Street North 21 degrees 00' East fifteen and eighty-four one hundredths (15-84/100) feet to corner five (5), an iron rod in the right - of - way line,

corner to J. P. Nunan lot; thence with the line of said Nunan South 68 degrees 56' East fifty eight and eighty-five one hundredths (58-85/100) feet to corner six (6), an iron pipe common to said Nunan; thence North 21 degrees 00' East thirteen and sixty one-hundredths (13-60/100) feet to corner seven (7), an iron pipe common to said Nunan and Woods' estate; thence in part with said Wood's estate and A. P. Jackson South 69 degrees 23' East forty three and forty five one hundredths (43-45/100) feet to corner eight (8), a railroad spike common to said Jackson; thence South 21 degrees 00' West one hundred ten (110) feet to the beginning."

Grantee acknowledges that this conveyance is subject to any other easements or restrictions as to the use of said property, whether recorded or unrecorded, which may have been previously granted by the Commonwealth or its predecessors in interest.

Grantee also agrees that it will repair, replace, or otherwise be liable to the Commonwealth for any and all damages that may be caused directly or indirectly by or resulting from the exercise of the Grantee's rights granted hereunder. Grantee will maintain the pipelines.

As a condition hereof, the Grantee shall restore the surface of the ground, as nearly as practicable, to the same condition as it was prior to the Grantee's construction, extension, installation, inspection, repair, maintenance, removal, replacement, reconstruction and/or enlargement of its facilities. The restoration of the surface shall include, but shall not be limited to, the reseeding and/or resodding of any unpaved portion thereof disturbed in the course of the aforementioned activity.

Grantee also agrees to repair or replace any pavement or blacktop surface removed or damaged during the construction, extension, installation, inspection, repair, maintenance, removal, replacement, reconstruction and/or enlargement of its facilities. Furthermore, the Grantee shall also repair or replace any pavement or blacktop surface which has settled within two (2) years of the construction, repair, reconstruction, extension, removal and/or enlargement of the Grantee's facilities, provided said settlement has resulted from the aforementioned activity.

Upon receiving the prior written approval of the Workforce Development Cabinet, the Grantee shall be permitted to cut, trim, and control the growth of trees, shrubbery, or vegetation by machinery or by manual procedures within the easement area. Chemical removal is prohibited.

Grantee further agrees that if the Commonwealth has authorized others to locate utility lines within the limits of the above-described easement that Grantee shall not disturb these lines and shall indemnify the grantee(s) of such rights against any damage to their utility lines within the area of said easement, which is the result of the Grantee's exercise of the rights granted herein.

The rights hereby granted shall be deemed non-exclusive to the Grantee and the

Commonwealth reserves the right, at its option and for its convenience, to grant to others similar rights of easement and right-of-way within the limits of the above-described easement; provided, however, that the Commonwealth agrees to forebear granting any such rights within the limits of said easement that in the judgment of the Director of the Division of Engineering, Finance and Administration Cabinet, will be for a use detrimental to or will adversely affect the use thereof by the Grantee; and as a condition of any such grant of easement will require that the grantee thereof agree to indemnify the Grantee hereof against any damage to its facilities located within the easement.

The Commonwealth, its successors and assigns, shall have the right to use the land within the limits of this easement in any manner not inconsistent with the rights herein described.

The Commonwealth agrees that it will forebear constructing any building or other permanent improvement over or across the right-of-way of the above-described easement, but reserves to itself the right to construct within the limits of said easement fences and temporary structures over, along or across the right-of-way of said easement, as long as the erection of said fences or other temporary structures does not substantially interfere with the Grantee's rights granted hereunder, or violate any applicable codes, statutes or regulations.

The Commonwealth agrees that it will forebear from planting any trees with a root system likely to interfere with construction, maintenance, or repair of the pipelines, nor increase the overburden over any portion of the permanent easement without written consent of the Grantee. Nothing herein shall prevent the Commonwealth from planting trees, bushes or grass on the permanent easement that will not interfere with the construction, maintenance or repair of the pipelines.

This easement shall remain in effect for as long as the Grantee, its successors and assigns use this easement for the purposes granted, but if the Grantee's use thereof shall be discontinued for a period of two (2) consecutive calendar years, such lack of use shall be deemed an abandonment of this easement by the Grantee and all rights hereunder granted shall cease and this easement shall terminate.

IN TESTIMONY WHEREOF, witness the signature of John P. McCarty, Secretary of the Finance and Administration Cabinet, Commonwealth of Kentucky, affixed hereto for and on behalf of said Commonwealth as authorized and provided by Chapters 45A and 56 of the Kentucky Revised Statutes, as of this 7<sup>th</sup> day of October, 1997.

COMMONWEALTH OF KENTUCKY

By: John P. McCarty  
John P. McCarty, Secretary  
Finance and Administration Cabinet

COMMONWEALTH OF KENTUCKY )  
COUNTY OF FRANKLIN )

The foregoing Deed of Easement was acknowledged before me by John P. McCarty, Secretary of the Finance and Administration Cabinet, Commonwealth of Kentucky, this 1<sup>st</sup> day of October, 1997.

Melissa S. Mills  
Notary Public, State-at-Large

My Commission expires: June 1, 2000

Examined:

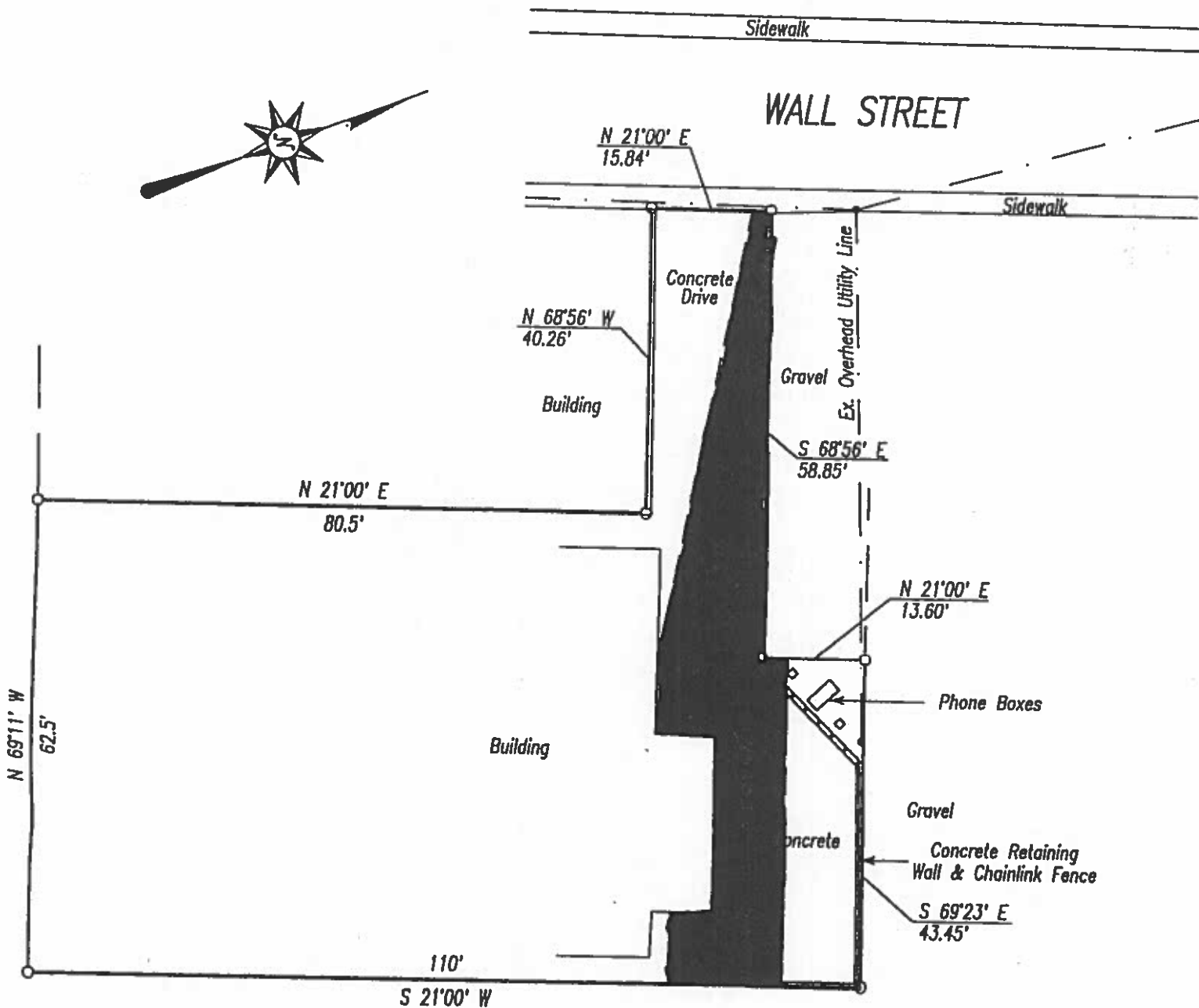
Michael T. Alexander  
Counsel to the Governor

THE SUBJECT EASEMENT IS APPROVED:

Paul E. Patton  
PAUL E. PATTON, GOVERNOR  
COMMONWEALTH OF KENTUCKY

This Instrument Prepared By:

Boyd A. Crocker  
Boyd A. Crocker, Attorney  
Finance and Administration Cabinet  
Room 374, Capitol Annex Building  
Frankfort, Kentucky 40601  
(502) 564-6660



STATE OF KENTUCKY  
 ROBERT L. BALDWIN  
 1366  
 REGISTERED  
 LAND SURVEYOR

EASEMENT PLAT  
 PROPERTY OF  
 COMMONWEALTH OF KENTUCKY  
 WINCHESTER, KENTUCKY  
 PREPARED: JULY 29, 1997  
 BY: BALDWIN ENGINEERING CORPORATION  
 116 SOUTH HIGHLAND STREET  
 WINCHESTER, KENTUCKY  
 SCALE: 1" = 20'  
 FILENAME: UNEMPEAS  
 DRAWING No: 93-1392

EXHIBIT  
 A