

TEMPORARY CONSTRUCTION EASEMENT

This **TEMPORARY CONSTRUCTION EASEMENT** is made and entered into this the 7 day of February, 2019, by and between **SOUTHGATE DEVELOPMENT, LLC, a Kentucky limited liability corporation**, 3520 Keene Road, Nicholasville, Kentucky 40356, 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 **FOUR HUNDRED FIFTY DOLLARS AND 00/100 (\$450.00)**, 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, temporary right to excavate, grade, construct, alter, re-grade and perform related work for the purpose of roadway improvements and construction, installation and relocation 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 1900 Cambridge Drive)
Parcel No. 4
Oxford Circle Sidewalk Project

Beginning at a point on the West right-of-way line of Oxford Circle said point being a corner common to 1931 Oxford Circle and 1900 Cambridge Drive of which this parcel is a part; thence leaving said right-of-way and with the line common to 1931 Oxford Circle and 1900 Cambridge Drive,

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

(CCF)

South 42 Degrees 25 Minutes 48 Seconds West a distance of 12.96 feet to a point; thence, leaving said common line and with a line through said 1900 Cambridge Drive, North 0 Degrees 57 Minutes 00 Seconds West a distance of 59.82 feet to a point; thence, continuing with another line through said 1931 Oxford Circle, North 76 Degrees 57 Minutes 40 Seconds West a distance of 34.85 feet to a point; thence, continuing through said 1900 Cambridge Drive, North 43 Degrees 13 Minutes 27 Seconds East a distance of 4.36 feet to a point in the south right-of-way line of Cambridge Drive; thence, with said right-of-way line, South 72 Degrees 38 Minutes 29 Seconds East a distance of 5.92 feet to a point; thence, continuing with said right-of-way line, South 77 Degrees 43 Minutes 14 Seconds East a distance of 20.79 feet to a point; thence, continuing with said right-of-way with a curve to the right having an arc of 28.17 feet and a radius of 20.00 feet, chord bearing South 37 Degrees 22 Minutes 14 Seconds East a distance of 25.90 feet to a point in the west right-of-way of Oxford Circle; thence, with the said West right-of-way of Oxford Circle, South 2 Degrees 58 Minutes 03 Seconds West a distance of 35.33 feet to the POINT OF BEGINNING; and,

The above described parcel contains 637.70 sq. ft. of temporary construction easement; and

Being a portion of the property conveyed to Southgate Development, LLC, a Kentucky limited liability company, by deed dated June 29, 2010, of record in Deed Book 2957, Page 88, in the Fayette County Clerk's Office.

TO HAVE AND TO HOLD said 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 the 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 interest 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 this easement was authorized by Resolution 717-2018, passed by the Lexington-Fayette Urban County Council on December 4, 2018. Pursuant to KRS 382.135(2)(c), this temporary construction easement, which pertains to a public right-of-way, need not contain a statement of consideration.

IN TESTIMONY WHEREOF, the Grantor has signed this Temporary Construction Easement, this the day and year first above written.

GRANTOR:

SOUTHGATE DEVELOPMENT, LLC, a
Kentucky limited liability company

BY:



NICHOLAS STRONG,
MEMBER

COMMONWEALTH OF KENTUCKY)
)
COUNTY OF JESSAMINE)

This instrument was acknowledged, subscribed and sworn to before me by Nicholas Strong, as a Member, for and on behalf of Southgate Development, LLC, a Kentucky limited liability company, on this the 7 day of FEBRUARY, 2019.



Notary Public, Kentucky, State at Large

Notary ID # 583153

My Commission Expires: 7 / 29 / 2021

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: MELISSA STELTER ,dc

201902110033

February 11, 2019 9:14:03 AM

Fees	\$20.00	Tax	\$.00
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Total Paid	\$20.00
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5 Pages

342 - 346