

**TEMPORARY CONSTRUCTION EASEMENT**

This **TEMPORARY CONSTRUCTION EASEMENT** is made and entered into this the 13 day of December, 2018, by and between **MICHAEL G. WINKLER and RYOKO WINKLER, husband and wife**, 3555 Olympia Road, Lexington, Kentucky 40517, which is the in-care of tax mailing address for the current year ("Grantors"), and **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, 200 East Main Street, Lexington, Kentucky 40507, ("Grantee").

**WITNESSETH:**

That for and in consideration of the sum of **ONE HUNDRED FORTY AND 00/100 (\$140.00)**, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, said Grantors have **BARGAINED** and **SOLD** and do 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 sanitary sewer improvements and construction, installation and relocation through and across the following tract of land located in the confines of Lexington, Fayette County, Kentucky, depicted on the attached Exhibit "A", and more particularly described as follows, to wit:

**Temporary Right-of-Way Construction Easement**  
**West Hickman Trunk - Sewer Line D Project**  
**(a portion of 3555 Olympia Road)**

Beginning at a point 139.68 feet from the owners' South East corner of Lot 36 of Southeastern Hills Subdivision as depicted in Plat Cabinet C, Slide 354 of the Fayette County



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

DTC

Clerk's Records; thence with said southern property line North 60 Degrees 52 Minutes 17 Seconds West a distance of 5.91 feet to a point on the stated parcels west property line; thence with the line North 24 Degrees 41 Minutes 47 Seconds East a distance of 16.05 feet; thence with a new severance line North 30 Degrees 22 Minutes 20 Seconds East a distance of 49.02 feet to a point on the stated parcels north property line; thence South 61 Degrees 37 Minutes 50 Seconds East a distance of 7.50 feet; thence with a new severance line South 30 Degrees 22 Minutes 20 Seconds West a distance of 65.13 to the POINT OF BEGINNING.

The above described parcel contains 0.011 acres of temporary construction easement;

AND

Beginning at a point 117.69 feet from the owners' South East corner of Lot 36 of Southeastern Hills Subdivision as depicted in Plat Cabinet C, Slide 354 of the Fayette County Clerk's Records; thence with said southern property line North 60 Degrees 52 Minutes 17 Seconds West a distance of 7.50 feet; thence with a new severance line North 30 Degrees 22 Minutes 20 Seconds East a distance of 65.33 feet to a point on the northern property line of the state parcel; thence with the line South 61 Degrees 37 Minutes 50 Seconds East a distance of 7.50 feet; thence with a new severance line South 30 Degrees 22 Minutes 20 Seconds West a distance of 65.42 feet to the POINT OF BEGINNING.

The above described parcel contains 0.011 acres of temporary construction easement;

Being a portion of the property conveyed to Michael G. Winkler and Ryoko Winkler, husband and wife, by deed dated April 22, 1992, of record in Deed Book 1624, Page 744, 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 Grantors. The temporary construction easement shall take effect upon the commencement of construction of the project and will expire upon completion of the project.

Grantors do 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 interest conveyed herein, including all exemptions allowed by law, and do hereby covenant to and with the Grantee, its successors and assigns forever, that they are lawfully seized in fee simple of said property and have good right to sell and convey the same as herein done, and that they will **WARRANT GENERALLY** said title.

The obtaining of this easement was authorized by Resolution 640-2018, passed by the Lexington-Fayette Urban County Council on October 25, 2018. Pursuant to KRS 382.135(2)(a), this temporary construction easement, which pertains to a public utility, need not contain a statement of consideration.

**IN TESTIMONY WHEREOF**, the Grantors have signed this Temporary Construction Easement, this the day and year first above written.


GRANTORS:

  
MICHAEL G. WINKLER

  
RYOKO WINKLER

COMMONWEALTH OF KENTUCKY       )  
  )  
COUNTY OF FAYETTE                )

This instrument was acknowledged, subscribed and sworn to before me by Michael G. Winkler and Ryoko Winkler, husband and wife, on this the 13<sup>TH</sup> day of December, 2018.

 ID 579097  
Notary Public, Kentucky, State at Large

My Commission Expires: 5 / 10 / 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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P:\LFUCG\16046-Trunk D Sewer\DWG\16046-Easement exhibits.dwg KEG 4/20/18

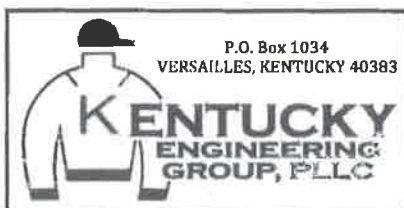
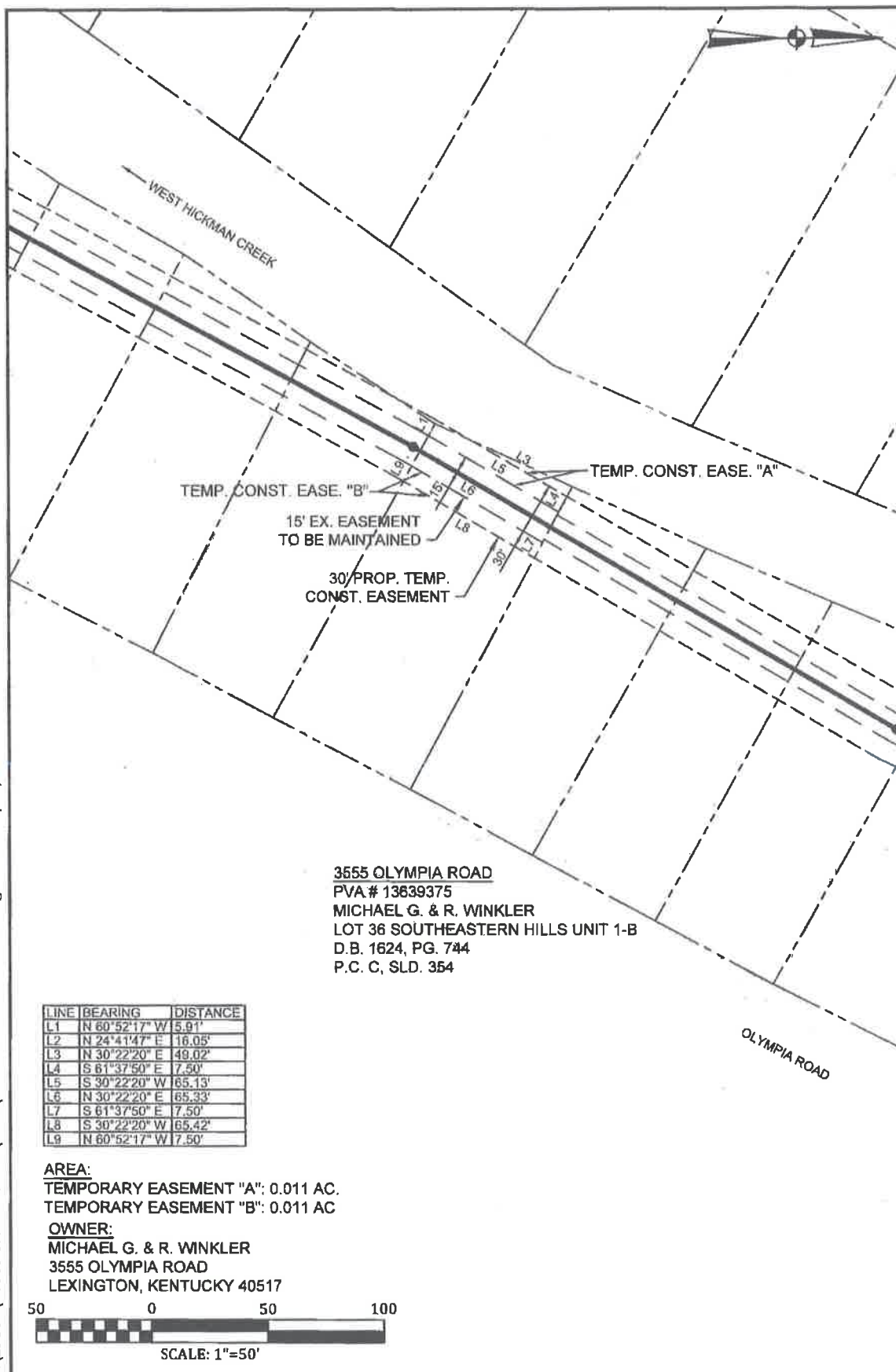


EXHIBIT SHOWING  
SANITARY SEWER EASEMENT  
TO BE ACQUIRED FROM  
MICHAEL G. & R. WINKLER  
3555 OLYMPIA ROAD  
LEXINGTON, KENTUCKY

Project No.  
16046  
Date  
MARCH 2018  
Dwg. No.  
Sheet

EXHIBIT

"A"

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.



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By: EMILY GENTRY ,dc

201812140135

December 14, 2018 15:07:09 PM

Fees	\$23.00	Tax	\$ .00
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Total Paid	\$23.00
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6 Pages

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