

TEMPORARY CONSTRUCTION EASEMENT

This **TEMPORARY CONSTRUCTION EASEMENT** is made and entered into this the 13th day of December, 2018, by and between **HEATH DAVID MONTAGUE, single**, 3567 Olympia Road, Lexington, Kentucky 40517, 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 **TWO HUNDRED THIRTEEN DOLLARS AND 00/100 (\$213.00)**, 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 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 3567 Olympia Road)

Beginning at a point 149.20 feet from the owner's Southeast property corner of Lot 31 of Southeastern Hills Subdivision as depicted in Plat Cabinet C, Slide 341 of the Fayette



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

DTC

County Clerk's Records; thence with said southern property line North 65 Degrees 11 Minutes 20 Seconds West a distance of 9.41 feet; thence with a new severance line North 41 Degrees 42 Minutes 37 Seconds East a distance of 68.74 feet; thence North 28 Degrees 29 Minutes 15 Seconds East for a distance of 0.11 feet to a point on the line of the state parcels northern property line; thence with that line North 64 Degrees 16 Minutes 55 Seconds East a distance of 9.01 feet; thence with a new severance line South 28 Degrees 29 Minutes 15 Seconds East for a distance of 1.59 feet; thence South 41 Degrees 42 Minutes 37 Seconds East a distance of 67.05 feet to the POINT OF BEGINNING.

The above described parcel contains 0.014 acres of temporary construction easement;

AND

Beginning at a point 127.25 feet from the owner's Southeast property corner of Lot 31 of Southeastern Hills Subdivision as depicted in Plat Cabinet C, Slide 341 of the Fayette County Clerk's Records; thence with said southern property line North 65 Degrees 11 Minutes 20 Seconds West a distance of 9.41 feet; thence with a new severance line North 41 Degrees 42 Minutes 37 Seconds East a distance of 64.79 feet; thence North 28 Degrees 29 Minutes 15 Seconds East a distance of 3.56 feet to a point on the northern property line of the state parcel; thence with that line North 64 Degrees 16 Minutes 55 Seconds East a distance of 9.01 feet; thence with a new severance line South 28 Degrees 29 Minutes 15 Seconds East a distance of 5.04 feet; thence South 41 Degrees 42 Minutes 37 Seconds East a distance of 63.10 feet to the POINT OF BEGINNING.

The above described parcel contains 0.014 acres of temporary construction easement;

Being a portion of the property conveyed to Heath David Montague, single, by deed dated January 9, 2017, of record in Deed Book 3469, Page 633, 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 completion of the project.

Grantor does hereby release and relinquish unto the Grantee, its successors and assigns forever, all of his 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 he is lawfully seized in fee simple of said property and has good right to sell and convey the same as herein done, and that he 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 Grantor has signed this Temporary Construction Easement, this the day and year first above written.

GRANTOR:


HEATH DAVID MONTAGUE

)

)

(

Notary Public, Kentucky, State at Large

My Commission Expires: 6 / 20 / 2020

PREPARED BY:

[Signature]

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\18-RE0741\RE\00633931.DOC

P:\FUGG\16046-Trunk D Sewer\DWG\16046-Easement exhibits.dwg KEG 4/20/18

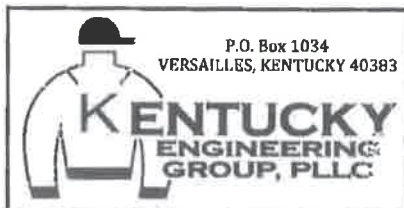
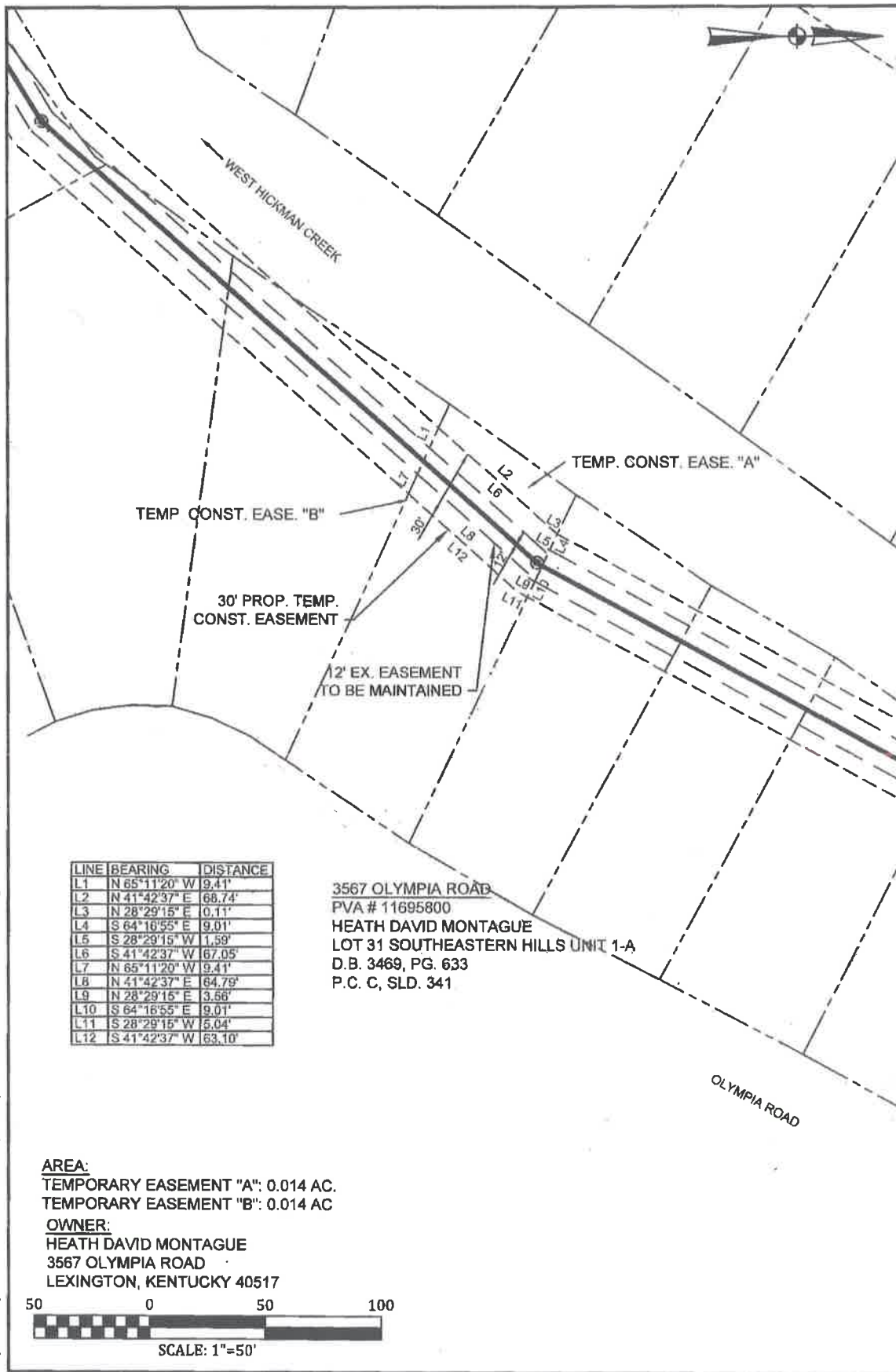


EXHIBIT SHOWING
SANITARY SEWER EASEMENT
TO BE ACQUIRED FROM
HEATH DAVID MONTAGUE
3567 OLYMPIA ROAD
LEXINGTON, KENTUCKY

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

EXHIBIT

"A"

DEED BOOK 3635 PAGE 118

**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: EMILY GENTRY ,dc

201812140134

December 14, 2018 15:07:01 PM

Fees	\$23.00	Tax	\$.00
-------------	----------------	------------	---------------

Total Paid	\$23.00
-------------------	----------------

THIS IS THE LAST PAGE OF THE DOCUMENT

6 Pages

113 - 118