

**TEMPORARY CONSTRUCTION EASEMENT**

This **TEMPORARY CONSTRUCTION EASEMENT** is made and entered into this the 18<sup>th</sup> day of December, 2018, by and between **LILLIAN B. CUSHNY, unmarried**, 3557 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 **ONE HUNDRED SIXTY-FIVE AND 00/100 (\$165.00)**, 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 3557 Olympia Road)**

Beginning at a point 139.83 feet from the owner's Southeast property corner of Lot 35 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 62 Degrees 59 Minutes 02 Seconds West a

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

(DTC)

distance of 7.50 feet; thence with a new severance line North 28 Degrees 29 Minutes 15 Seconds East a distance of 44.36 feet to a point on the stated parcels west property line; thence with that line North 33 Degrees 19 Minutes 41 Seconds East a distance of 20.12 feet to a point on the stated parcels north property line; thence with that line South 60 Degrees 52 Minutes 17 Seconds East a distance of 5.91 feet; thence with a new severance line South 30 Degrees 22 Minutes 20 Seconds West a distance of 3.38 feet; thence South 28 Degrees 29 Minutes 15 Seconds West a distance of 60.77 feet to the POINT OF BEGINNING.

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

AND

Beginning at a point 117.33 feet from the owner's Southeast property corner of Lot 35 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 62 Degrees 59 Minutes 02 Seconds West a distance of 7.50 feet; thence with a new severance line North 28 Degrees 29 Minutes 15 Seconds East a distance of 59.14 feet; thence North 30 Degrees 22 Minutes 20 Seconds East a distance of 3.46 feet to a point on the stated parcels north property line; thence with that line South 60 Degrees 52 Minutes 17 Seconds East a distance of 7.47 feet; thence with a new severance line South 30 Degrees 22 Minutes 20 Seconds West a distance of 8.15 feet; thence South 28 Degrees 29 Minutes 15 Seconds West a distance of 55.13 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 Lillian B. Cushny by deed dated October 30, 2003, of record in Deed Book 2410, Page 201, 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.

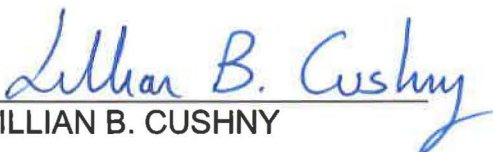
The above-described temporary construction easement runs with the land for the duration of the improvement project and is binding upon the successors and assigns of the Grantor. The temporary construction easement shall take effect upon the commencement of construction of the project and will expire upon completion of the project.

Grantor does hereby release and relinquish unto the Grantee, its successors and assigns forever, all of her 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 she is lawfully seized in fee simple of said property and has good right to sell and convey the same as herein done, and that she 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:

  
LILLIAN B. CUSHNY

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**V**

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or

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# EXHIBIT "A"

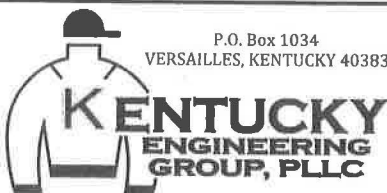
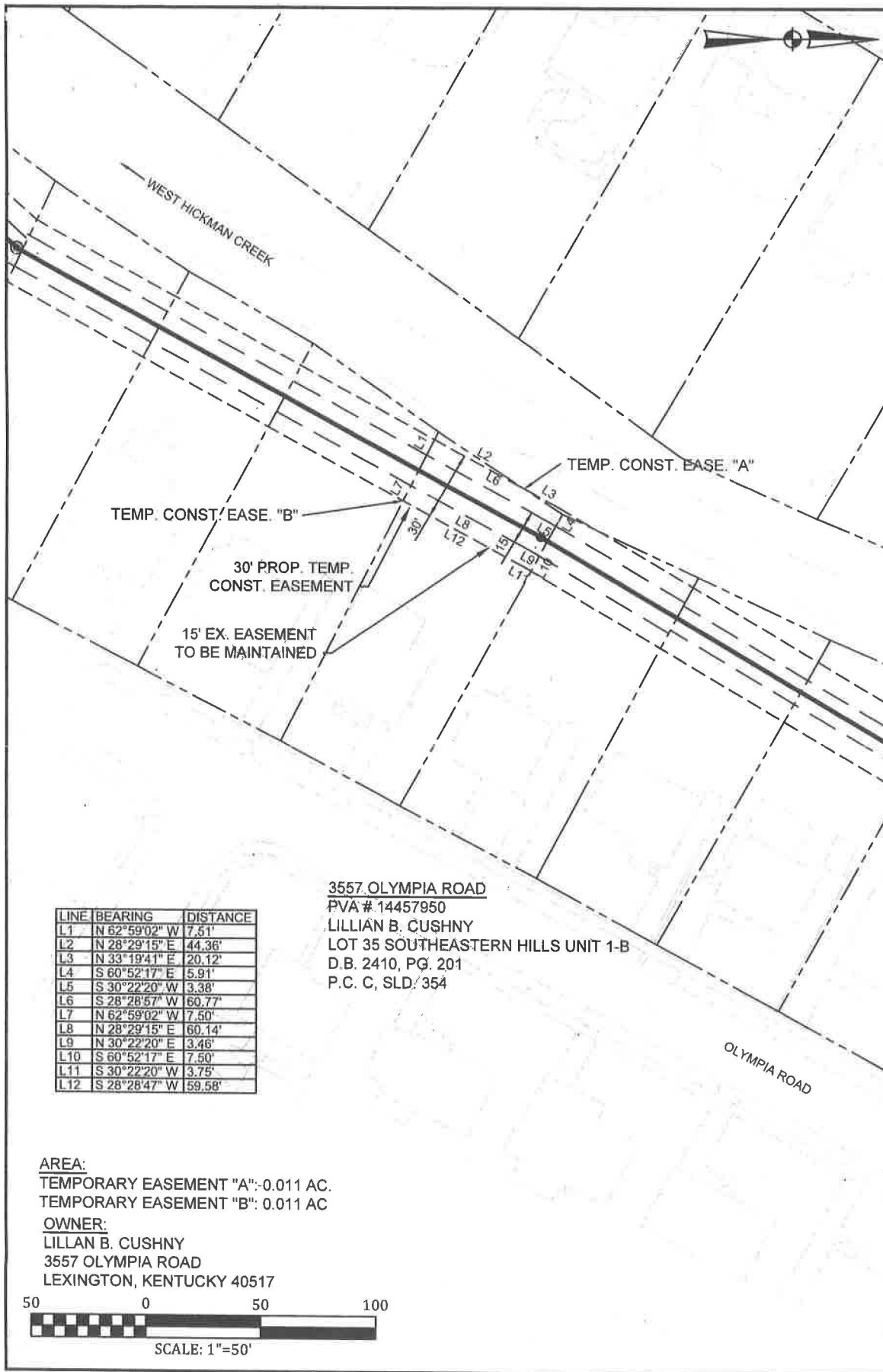


EXHIBIT SHOWING  
SANITARY SEWER EASEMENT  
TO BE ACQUIRED FROM  
LILLIAN B. CUSHNY  
3557 OLYMPIA ROAD  
LEXINGTON, KENTUCKY

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

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: PATTY DAVIS ,dc

201812210040

December 21, 2018 11:00:38 AM

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

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