

TEMPORARY CONSTRUCTION EASEMENT

This **TEMPORARY CONSTRUCTION EASEMENT** is made and entered into this the 11 day of MARCH, 2019, by and between **EVAN A. MASTERSON, a single person and SARA L. WELLS, a single person**, 3539 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 **FOUR HUNDRED THREE DOLLARS AND .17/100 (\$403.17)**, 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 Construction Easement
West Hickman Trunk - Sewer Line D Project
(a portion of 3539 Olympia Road)

Tract A

Beginning at a point on the owner's East property corner of Lot 43 of Southeastern Hills Subdivision as depicted in Plat

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

Cabinet B, Slide 118 of the Fayette County Clerk's Records; thence with said southeastern property line, South 27 Degrees 17 Minutes 47 Seconds West a distance of 12.00 feet; thence with a new severance line, North 62 Degrees 43 Minutes 13 Seconds West a distance of 116.46 feet; thence South 25 Degrees 21 Minutes 34 Seconds West a distance of 44.38 feet to a point on an existing sanitary sewer easement running parallel with the stated parcels southwestern property line; thence with a new severance line, North 63 Degrees 02 Minutes 13 Seconds West a distance of 8.86 feet with a new severance line, North 28 Degrees 39 Minutes 15 Seconds East a distance of 56.42 feet to a point on the property line of the stated parcels northeastern property line; thence South 62 Degrees 43 Minutes 13 Seconds East 122.48 feet to the POINT OF BEGINNING; and,

The above described parcel contains 0.042 acres of temporary construction easement;

Tract B

Beginning at a point 146.88 feet from the owner's East property corner of Lot 43 of Southeastern Hills Subdivision as depicted in Plat Cabinet B, Slide 118 of the Fayette County Clerk's Records; thence with said southeast property line, South 62 Degrees 43 Minutes 13 Seconds East a distance of 12.04 feet; thence with a new severance line, South 28 Degrees 39 Minutes 15 Seconds West a distance of 56.49 feet to a point on the line on an existing sanitary sewer easement running parallel with the stated parcels southwestern property line; thence with that line, North 63 Degrees 02 Minutes 13 Seconds West a distance of 9.15 feet; thence with a new severance line, North 25 Degrees 21 Minutes 34 Seconds West a distance of 56.56 feet to the POINT OF BEGINNING; and,

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

Both tracts above, being a portion of the property conveyed to Evan A. Masterson, a single person and Sara L. Wells, a single person, by deed dated July 17, 2018, of record in Deed Book 3599, Page 565, 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.

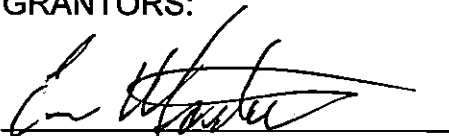
The above-described temporary construction easement runs with the land for the duration of the improvement project and is binding upon the successors and assigns of the Grantors. The temporary construction easement shall take effect upon the commencement of construction of the project and will expire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

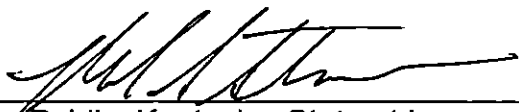

EVAN A. MASTERSON


SARA L. WELLS

COMMONWEALTH OF KENTUCKY)

COUNTY OF FAYETTE)

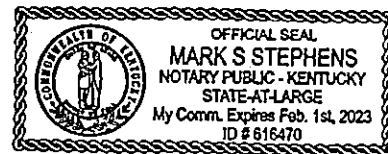
This instrument was acknowledged, subscribed and sworn to before me by Evan A. Masterson, a single person and Sara L. Wells, a single person, on this the 11 day of MARCH, 2019.



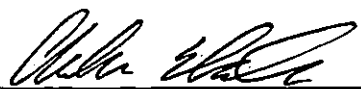
Notary Public, Kentucky, State at Large

My Commission Expires: 02 / 01 / 2023

Notary ID # 616470



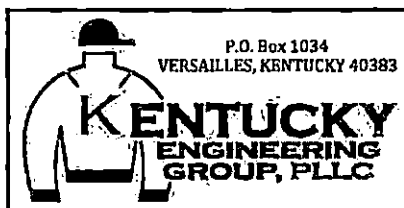
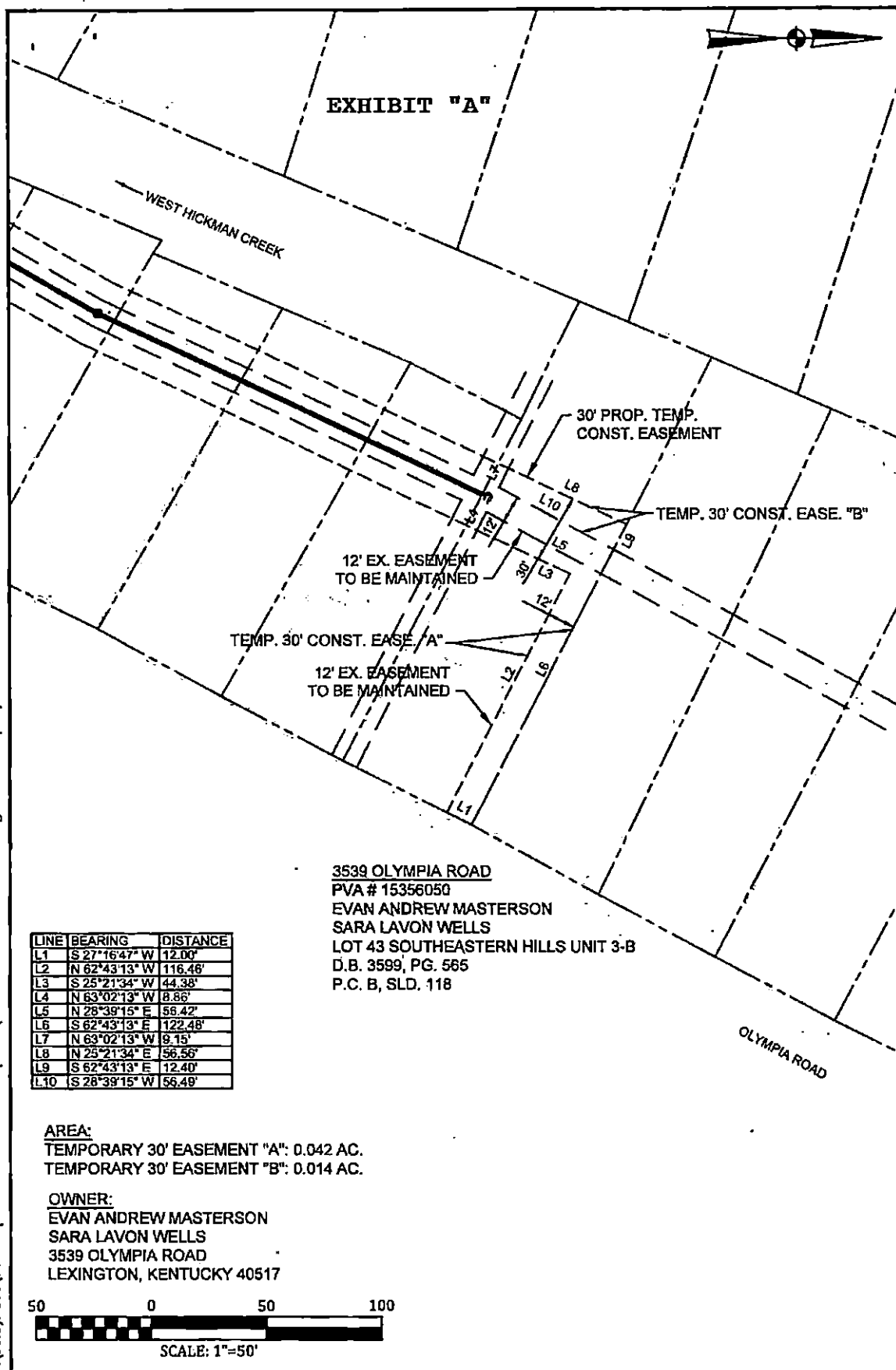
PREPARED BY:



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:\PROJECTS\LFUCG\16046-Trunk D Sewer\DWG\16046-Easement exhibits.dwg KEG 9/10/18



**EXHIBIT SHOWING
SANITARY SEWER EASEMENT
TO BE ACQUIRED FROM
EVAN ANDREW MASTERSON AND
SARA LAVON WELLS
3539 OLYMPIA ROAD
LEXINGTON, KENTUCKY**

Project No.	16046
Date	SEPT 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: MELISSA STELTER ,dc

201903210210

March 21, 2019

14:41:27 PM

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

404 - 409