

TEMPORARY CONSTRUCTION EASEMENT

This **TEMPORARY CONSTRUCTION EASEMENT** is made and entered into this the 18th day of March, 2019, by and between **JOHN N. SMITH and ANGELA L. SMITH, husband and wife**, 3549 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 EIGHTY DOLLARS AND 00/100 (\$180.00)**, 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 Construction Easement
West Hickman Trunk - Sewer Line D Project
(a portion of 3549 Olympia Road)

Tract A

Beginning at a point 130.73 feet from the owner's Southeast property corner of Lot 39 of Southeastern Hills Subdivision

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

as depicted in Plat Cabinet C, Slide 655 of the Fayette County Clerk's Records; thence with said southern property line, North 60 Degrees 40 Minutes 22 Seconds West a distance of 9.00 feet; thence with a new severance line, North 30 Degrees 22 Minutes 20 Seconds East a distance of 50.68 feet; thence North 25 Degrees 21 Minutes 34 Seconds East a distance of 8.43 feet to a point on the stated parcels northeast property line; thence with that line, South 60 Degrees 09 Minutes 52 Seconds East a distance of 9.03 feet; thence with a new severance line, South 25 Degrees 21 Minutes 34 Seconds West a distance of 8.12 feet; thence South 30 Degrees 22 Minutes 20 Seconds West a distance of 50.91 feet to the POINT OF BEGINNING; and,

The above described parcel contains 0.012 acres of temporary construction easement;

Tract B

Beginning at a point 109.62 feet from the owner's Southeast property corner of Lot 39 of Southeastern Hills Subdivision as depicted in Plat Cabinet C, Slide 655 of the Fayette County Clerk's Records; thence with said southern property line, North 60 Degrees 40 Minutes 22 Seconds West a distance of 9.03 feet; thence with a new severance line, North 30 Degrees 22 Minutes 20 Seconds East a distance of 61.22 feet; thence North 25 Degrees 21 Minutes 34 Seconds East a distance of 7.70 feet to a point on the stated parcels northeast property line; thence with that line, South 60 Degrees 09 Minutes 52 Seconds East a distance of 9.03 feet; thence with a new severance line, South 25 Degrees 21 Minutes 34 Seconds West a distance of 7.39 feet; thence South 30 Degrees 22 Minutes 20 Seconds West a distance of 51.45 feet to the POINT OF BEGINNING; and,

The above described parcel contains 0.012 acres of temporary construction easement;

Both tracts above, being a portion of the property conveyed to John N. Smith and Angela L. Smith, husband and wife, by deed dated April 29, 1994, of record in Deed Book 1725, Page 75, 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.

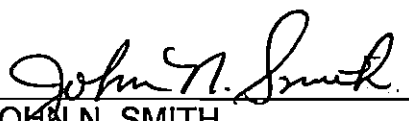
The above-described temporary construction easement runs with the land for the duration of the improvement project and is binding upon the successors and assigns of the Grantors. The temporary construction easement shall take effect upon the commencement of construction of the project and will expire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

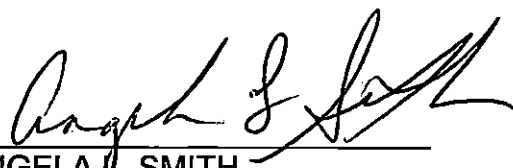
Grantors do hereby release and relinquish unto the Grantee, its successors and assigns forever, all of their right, title, and interest in and to the property to the extent of the interest conveyed herein, including all exemptions allowed by law, and do hereby covenant to and with the Grantee, its successors 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:


JOHN N. SMITH


ANGELA L. SMITH

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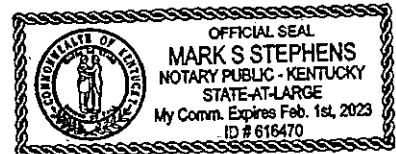
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[Signature]

02 / 01 / 2023

616 470



PREPARED BY:

Chloe E. E.

Attorney

Lexington-Fayette Urban

County Government

Department of Law, 11th Floor

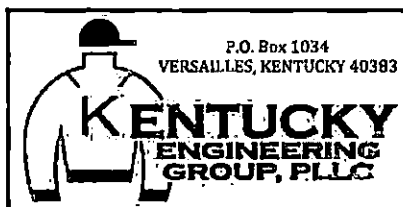
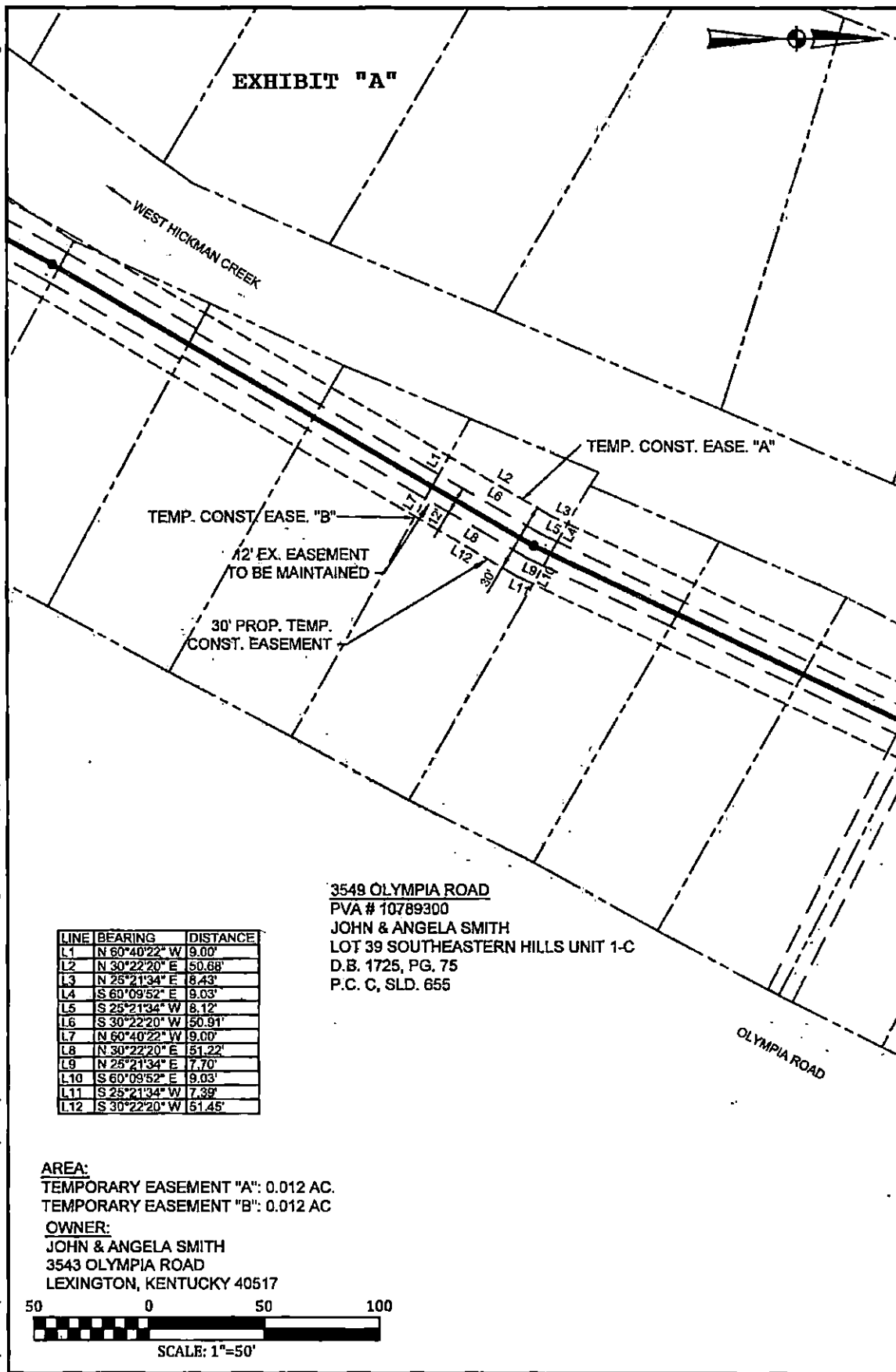
200 East Main Street

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
JOHN & ANGELA SMITH
3549 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: MELISSA STELTER ,dc

201903210209

March 21, 2019

14:41:05 PM

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

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