

**PERMANENT AND TEMPORARY GRANT OF EASEMENT**

This **PERMANENT AND TEMPORARY GRANT OF EASEMENT** is made and entered into this the 28 day of April, 2017, by and between **PHILLIP B. HALL and PATRICIA A. HALL, husband and wife**, 1093 Tanbark Road, Lexington, Kentucky 40515, 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 THOUSAND SEVEN HUNDRED FIFTY DOLLARS AND 00/100 (\$1,750.00)**, 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, the permanent right to excavate, grade, construct, alter, re-grade and perform related work for the purpose of roadway improvements and construction, installation and relocation through and across the following tract of land located in the confines of Lexington, Fayette County, Kentucky, and more particularly described as follows, to wit:

**Permanent Easement**  
**(a portion of 2602 Clays Mill Road)**

**Clays Mill Road Improvement Project, Section 1**  
**(Harrodsburg Road to New Circle Road)**  
**Parcel No. 58A**

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

DTC

Being a tract of land lying in Fayette County on the east side of Clays Mill Road, point of beginning being approximately 75 feet south of the intersection of Hill N Dale Drive and Clays Mill Road, and more particularly described as follows:

Beginning at a point 32.75 feet right of Clays Mill Road at Station 150+70.16; thence North 21 Degrees 00 Minutes 41 Seconds East for a distance of 28.28 feet, to a point 32.12 feet right of Clays Mill Road at Station 150+97.55; thence South 01 Degree 01 Minute 53 Seconds East a distance of 19.72 feet, to a point 39.83 feet right of Clays Mill Road at Station 150+80.03; thence South 21 Degrees 48 Minutes 45 Seconds West a distance of 10.00 feet, to a point 40.00 feet right of Clays Mill Road at Station 150+70.41; thence North 68 Degrees 59 Minutes 19 Seconds West a distance of 7.26 feet, to a point 32.75 feet right of Clays Mill Road at Station 150+70.16 and the POINT OF BEGINNING;

The above described parcel contains 0.003 acres (141 sq. ft.) of permanent easement; and

Being a portion of the property conveyed to Phillip B. Hall and Patricia A. Hall, husband and wife, by deed dated January 8, 2001, of record in Deed Book 2177, Page 385, in the Fayette County Clerk's Office.

**FURTHER**, for and in consideration of the sum hereinbefore mentioned, the receipt and sufficiency of which is hereby acknowledged, 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 roadway improvements and construction, installation and relocation through and across the following tract of land located in the confines of Lexington, Fayette County, Kentucky, and more particularly described as follows, to wit:

**Temporary Right-of-Way Construction Easement**  
**(a portion of 2602 Clays Mill Road)**

**Clays Mill Road Improvement Project, Section 1**  
**(Harrodsburg Road to New Circle Road)**  
**Parcel No. 58B**

Being a tract of land lying in Fayette County on the east side of Clays Mill Road, point of beginning being approximately 112 feet south of the intersection of Hill N Dale Drive and Clays Mill Road, and more particularly described as follows:

Beginning at a point 34.43 feet right of Clays Mill Road at Station 150+32.65; thence North 21 Degrees 39 Minutes 28 Seconds East a distance of 38.81 feet to a point 32.75 feet right of Clays Mill Road at Station 150+70.16; thence South 68 Degrees 59 Minutes 19 Seconds East a distance of 7.26 feet to a point 40.00 feet right of Clays Mill Road at Station 150+70.41; thence North 21 Degrees 48 Minutes 45 Seconds East a distance of 10.00 feet to a point 39.83 feet right of Clays Mill Road at Station 150+80.03; thence North 01 Degree 01 Minute 53 Seconds West a distance of 19.72 feet to a point 32.12 feet right of Clays Mill Road at Station 150+97.55; thence North 21 Degrees 00 Minutes 41 Seconds East a distance of 7.10 feet to a point 32.08 feet right of Clays Mill Road at Station 151+04.43; thence South 66 Degrees 18 Minutes 19 Seconds East a distance of 11.36 feet to a point 43.43 feet right of Clays Mill Road at Station 151+03.93; thence South 23 Degrees 32 Minutes 17 Seconds West a distance of 74.59 feet to a point 42.97 feet right of Clays Mill Road at Station 150+32.42; thence North 63 Degrees 11 Minutes 20 Seconds West a distance of 8.54 feet to a point 34.43 feet right of Clays Mill Road at Station 150+32.65 and the POINT OF BEGINNING;

The above described parcel contains 0.014 acres (591 sq. ft.) of temporary construction easement; and

Being a portion of the property conveyed to Phillip B. Hall and Patricia A. Hall, husband and wife, by deed dated January 8, 2001, of record in Deed Book 2177, Page 385, in the Fayette County Clerk's Office.

**TO HAVE AND TO HOLD** the above-described easements 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 above-described permanent easement runs with the land in perpetuity 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 interests 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 477-2016, passed by the Lexington-Fayette Urban County Council on July 5, 2016. Pursuant to KRS 382.135(2)(c), this grant of easement, which pertains to a public right-of-way, need not contain a statement of consideration.

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



**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**

**201705080391**

**May 8, 2017**

**15:08:22 PM**

<b>Fees</b>	<b>\$23.00</b>	<b>Tax</b>	<b>\$.00</b>
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<b>Total Paid</b>	<b>\$23.00</b>
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**6 Pages**

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