

TEMPORARY CONSTRUCTION EASEMENT

This **TEMPORARY CONSTRUCTION EASEMENT** is made and entered into this the 6 day of AUGUST, 2021, by and between **KIMBERLY K. HEERSCHE and DAVID B. TEMPLAR, wife and husband**, 298 Rosemont Garden, Lexington, Kentucky 40503, 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 **THREE HUNDRED DOLLARS AND 00/100 (\$300.00)**, 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 sidewalk 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 Construction Easement
Rosemont Garden Sidewalk Improvement Project
(a portion of 298 Rosemont Garden)
Parcel No. 31

BEGINNING at a point on the existing Rosemont Garden right-of-way line 25.09 feet right of the Rosemont Garden centerline station 8+61.91; thence along the existing Rosemont Garden right-of-way line S 57 Degrees 46 Minutes 51 Seconds E, a distance of 60 feet to a point on the existing Rosemont Garden right-of-way line; thence with

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200 East Main Street
Lexington, KY 40507

a proposed easement line S 32 Degrees 13 Minutes 09 Seconds W, a distance of 10.38 feet to a point on the proposed easement line; thence along the proposed easement line N 58 Degrees 49 Minutes 21 Seconds W, a distance of 9.43 feet to a point on the proposed easement line; thence along the proposed easement line N 01 Degrees 48 Minutes 45 Seconds W, a distance of 9.20 feet to a point on the proposed easement line; thence along the proposed easement line N 57 Degrees 14 Minutes 10 Seconds W, a distance of 16.08 feet to a point on the proposed easement line; thence along the proposed easement line S 32 Degrees 45 Minutes 50 Seconds W, a distance of 4.33 feet to a point on the proposed easement line; thence along the proposed easement line N 59 Degrees 08 Minutes 20 Seconds W, a distance of 7.82 feet to a point on the proposed easement line; thence along the proposed easement line N 32 Degrees 20 Minutes 13 Seconds E, a distance of 4.59 feet to a point on the proposed easement line; thence along the proposed easement line N 57 Degrees 14 Minutes 10 Seconds W, a distance of 21.50 feet to a point on the proposed easement line; thence along the proposed line N 32 Degrees 13 Minutes 09 Seconds E, a distance of 2.50 feet to the **POINT OF BEGINNING**; and

The above described parcel contains 292 sq. ft. of temporary construction easement; and

Being a portion of the property conveyed to Kimberly K. Heersche and David B. Templar, wife and husband, by deed dated March 2, 2020, of record in Deed Book 3740, Page 560, 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 the 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 616-2020, passed by the Lexington-Fayette Urban County Council on December 3, 2020. Pursuant to KRS 382.135(2)(c), this temporary construction easement, which pertains to a public right-of-way, 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:


KIMBERLY K. HEERSCHÉ


DAVID B. TEMPLAR

COMMONWEALTH OF KENTUCKY)
)
COUNTY OF FAYETTE)

This instrument was acknowledged, subscribed and sworn to before me by
Kimberly K. Heersche and David B. Templar, wife and husband, on this the 6 day
of August, 2021.



Notary Public, Kentucky, State-at-Large

My Commission Expires: 7 / 29 / 2025

Notary ID # KYNP30941

PREPARED BY:



Evan P. Thompson,
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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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

202108090332

August 9, 2021

14:54:29 PM

Fees	\$50.00	Tax	\$0.00
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Total Paid	\$50.00
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5 Pages

694 - 698

TEMPORARY CONSTRUCTION EASEMENT

This **TEMPORARY CONSTRUCTION EASEMENT** is made and entered into this the 9 day of AUGUST, 2021, by and between **LINDA J. SPENCER, a single person**, 3187 Burnham Court, Lexington, Kentucky 40503, 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 **THREE HUNDRED DOLLARS AND 00/100 (\$300.00)**, 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 sidewalk 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 Construction Easement
Rosemont Garden Sidewalk Improvement Project
(a portion of 296 Rosemont Garden)
Parcel No. 32

BEGINNING at a point on the existing Rosemont Garden right-of-way line 25.25 feet right of centerline Station 9+21.91; thence along the existing Rosemont Garden right-of-way line S 57 Degrees 46 Minutes 51 Seconds E a distance of 6.29 feet to a point on the existing right-of-way line; thence with a proposed easement line S 76 Degrees 29

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 200 East Main Street
 Lexington, KY 40507

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

202108100213

August 10, 2021 10:44:11 AM

Fees	\$50.00	Tax	\$.00
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Total Paid	\$50.00
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5 Pages

132 - 136

TEMPORARY CONSTRUCTION EASEMENT

This **TEMPORARY CONSTRUCTION EASEMENT** is made and entered into this the 9 day of AUGUST, 2021, by and between **JACK L. STIVERS and MEERA GOVINDASWAMI, husband and wife**, 535 Springhill Drive, Lexington, Kentucky 40503, 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 **THREE HUNDRED DOLLARS AND 00/100 (\$300.00)**, 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 sidewalk 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 Construction Easement
Rosemont Garden Sidewalk Improvement Project
(a portion of 268 Rosemont Garden)
Parcel No. 33

BEGINNING at a point on the existing Rosemont Garden right-of-way line 24.01 feet right of the centerline station 14+12.22; thence along the existing Rosemont Garden right-of-way line S 66 Degrees 15 Minutes 00 Seconds E, a distance of 50 feet to a point on the existing right-of-way line; thence with a proposed easement line S 21 Degrees 47

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 200 East Main Street
 Lexington, KY 40507

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

202108100212

August 10, 2021 10:43:40 AM

Fees	\$50.00	Tax	\$.00
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Total Paid	\$50.00
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5 Pages

127 - 131