

**TEMPORARY CONSTRUCTION EASEMENT**

This **TEMPORARY CONSTRUCTION EASEMENT** is made and entered into this the 16 day of May, 2019, by and between **COMMUNITY VENTURES CORPORATION**, a Kentucky non-profit corporation, 1450 North Broadway, Lexington, Kentucky 40505, 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 **SIXTEEN THOUSAND EIGHT HUNDRED FIFTY, AND 00/100 DOLLARS (\$16,850.00)**, 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 installing a shared-use-path and other related improvements, including bike and pedestrian facilities and appurtenances thereto, 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**  
**(a portion of 201 Midland Avenue and**  
**a portion of 535-561 E. Second Street)**

**Town Branch Commons, Zone 1**  
**Parcel No. 22**

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

(CC-F)

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Being a tract of land located in Fayette County, Kentucky along Midland Avenue, approximately 40 feet northeast of the intersection of Midland Avenue and East Second Street, and more particularly described as follows:

Beginning at a point 38.49 feet left of Midland Avenue Station 514+92.46; thence North 41 Degrees 57 Minutes 42 Seconds West, 12.01 feet to a point 49.00 feet left of Midland Avenue Station 514+86.67; thence North 80 Degrees 10 Minutes 18 Seconds East, 244.81 feet to a point 39.00 feet left of Midland Avenue Station 517+29.00; thence North 4 Degrees 50 Minutes 23 Seconds West, 34.13 feet to a point 73.00 feet left of Midland Avenue Station 517+32.00; thence North 86 Degrees 01 Minutes 38 Seconds East, 9.71 feet to a point 72.00 feet left of Midland Avenue Station 517+41.66; thence South 4 Degrees 43 Minutes 59 Seconds East, 26.25 feet to a point 45.86 feet left of Midland Avenue Station 517+39.31; thence along an arc 19.89 feet to the right, having a radius of 23.83 feet, the chord of which is South 19 Degrees 10 Minutes 44 Seconds West, 19.32 feet, to a point 28.97 feet left of Midland Avenue Station 517+29.92; thence South 80 Degrees 07 Minutes 22 Seconds West, 51.01 feet to a point 28.98 feet left of Midland Avenue Station 516+78.91; thence South 80 Degrees 08 Minutes 33 Seconds West, 188.34 feet to the POINT OF BEGINNING; and,

The above described parcel contains 0.065 acres (2,820 sq. ft.) of temporary easement; and,

Being a portion of the property conveyed to Community Ventures Corporation, a Kentucky non-profit corporation, by deed dated March 10, 2016, of record in Deed Book 3381, Page 417, 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 its 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 it is lawfully seized in fee simple of said property and has good right to sell and convey the same as herein done, and that it will **WARRANT GENERALLY** said title.

The obtaining of this easement was authorized by Resolution 383-2018, passed by the Lexington-Fayette Urban County Council on June 21, 2018. 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 Grantor has signed this Temporary Construction Easement, this the day and year first above written.

**GRANTOR:**


**COMMUNITY VENTURES CORPORATION, a  
Kentucky non-profit corporation**



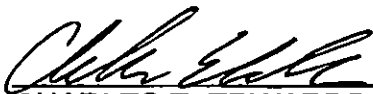
**KEVIN R. SMITH,  
PRESIDENT**

COMMONWEALTH OF KENTUCKY )  
 )  
COUNTY OF FAYETTE )

This instrument was acknowledged, subscribed and sworn-to before me by Kevin R. Smith, in his capacity as President of Community Ventures Corporation, a Kentucky non-profit corporation, on this the 16 day of May, 2019.

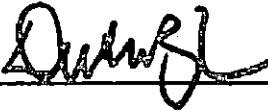
  
\_\_\_\_\_  
Notary Public, Kentucky, State at Large  
My Commission Expires: 7/29/2021  
Notary ID # 583153

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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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

201905170195

May 17, 2019                      11:12:29    AM

Fees	\$20.00	Tax	\$ .00
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Total Paid	\$20.00
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5 Pages

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