

TEMPORARY CONSTRUCTION EASEMENT

This **TEMPORARY CONSTRUCTION EASEMENT** is made and entered into this the 13 day of May, 2021, by and between **CHARLES H. MORTON and JUANITA MORTON, husband and wife**, 1324 Ox Hill Drive, 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 **SEVENTY-FOUR DOLLARS AND 75/100 (\$74.75)**, 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
Southeastern Hills Trunk Sewer Improvement Project
(a portion of 1324 Ox Hill Drive)

All that strip or parcel of land situated on the south side of Ox Hill Drive in Lexington, Fayette County, Kentucky, and being more fully described and bounded as follows:

Return to:
Cynthia Cannon-Ferguson
LFUCG, Dept. of Law, 11th Floor
200 East Main Street
Lexington, KY 40507

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BEGINNING at a point in the southerly right of way line of Ox Hill Drive, said point being a common corner between lots 40 and 41, Block "D" as shown on the Final Record Plan of Melody Village Unit 2 A-B, (Cabinet A, Slide 283);

Thence leaving the southerly right of way line of Ox Hill Drive and with the easterly property line of Lot 41, S 37° 04' 42" W, 108.00 feet to the **TRUE POINT OF BEGINNING**;

Thence leaving the easterly property line of Lot 41, and with a new temporary construction easement line through the lands of Lot 40 for two (2) calls:

- 1) S 39° 21' 24" E, 44.75 feet to a point; and
- 2) S 68° 31' 14" E, 19.16 feet to a point in the westerly property line of Lot 39;

Thence with the westerly property line of Lot 39, S 37° 04' 42" W, 12.38 feet to a point;

Thence leaving the westerly property line of Lot 39, and with an existing 60-foot WL. Drainage, Sanitary, Storm, and Utility Easement line through the lands of Lot 40, N 50° 01' 18" W, 60.08 feet to a point in the easterly property line of the aforesaid Lot 41;

Thence with the easterly property line of Lot 41, N 37° 04' 42" E, 14.21 feet to the **TRUE POINT OF BEGINNING**; and,

The above described parcel contains 598 sq. ft. (0.014 Acres) of temporary construction easement; and

Being a portion of the property conveyed to Charles H. Morton and Juanita Morton, husband and wife, by Deed dated August 4, 1972, of record in Deed Book 1054, Page 517, 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 456-2020, passed by the Lexington-Fayette Urban County Council on October 8, 2020. Pursuant to KRS 382.135(2)(c), 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:

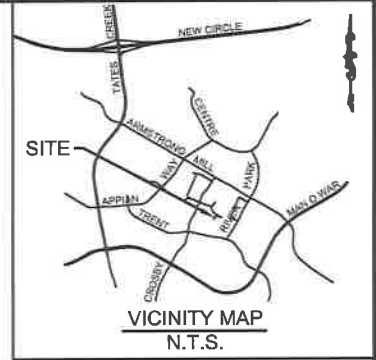
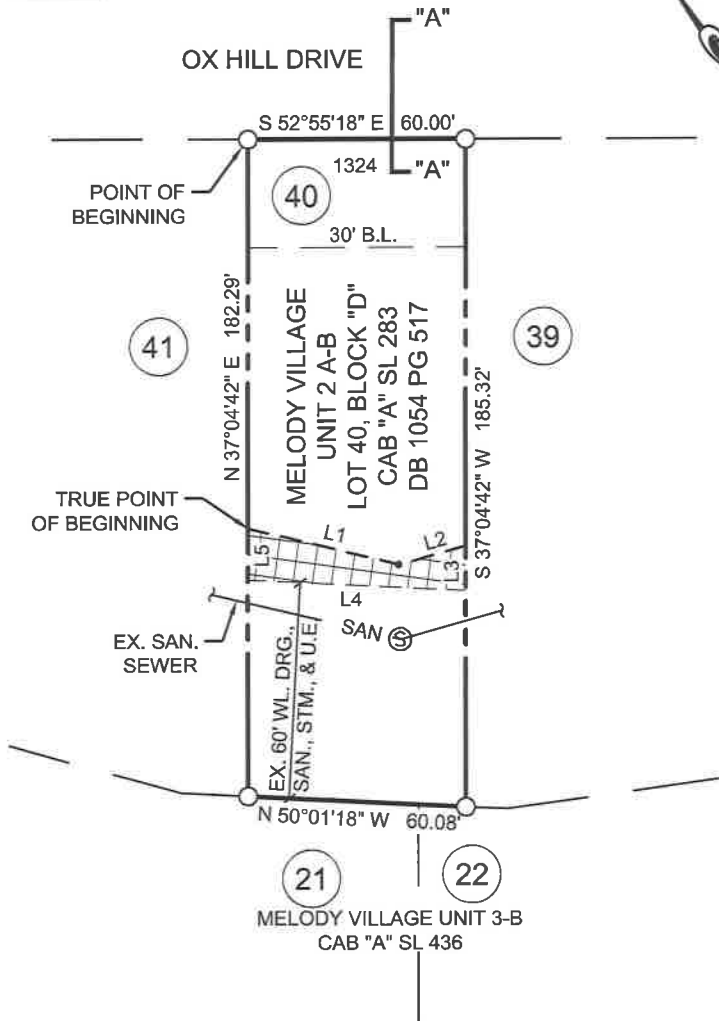


CHARLES H. MORTON

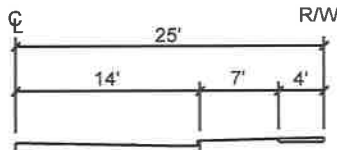
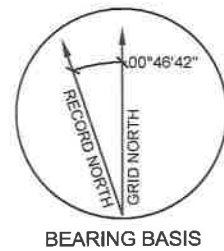


JUANITA MORTON

EXHIBIT A

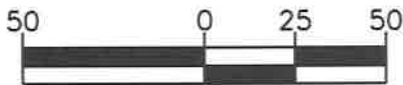


EASEMENT LINE TABLE		
LINE #	LENGTH	BEARING
L1	44.75'	S 39°21'24" E
L2	19.16'	S 68°31'14" E
L3	12.38'	S 37°04'42" W
L4	60.08'	N 50°01'18" W
L5	14.21'	N 37°04'42" E



SECTION "A"-"A"
OX HILL DRIVE
HALF SECTION

TEMP. ESMT. AREA
598 SQ. FT. (0.014 AC)



GRAPHIC SCALE: 1"=50'

NOTES:

1. THE PROPERTY BOUNDARIES AND EASEMENTS SHOWN HEREON ARE BASED ON THE RECORD DESCRIPTION (DEED BOOK 1054, PAGE 517) AND CORRESPONDING PLAT (CABINET A, SLIDE 283) OF RECORD IN THE FAYETTE COUNTY CLERK'S OFFICE. THE ORIGIN OF BEARINGS SHOWN HEREON ARE BASED IN THE NORTH AMERICAN DATUM OF 1983, STATE PLANE KENTUCKY NORTH AS OBSERVED FROM KYCORS STATION "KYTG" USING TRIMBLE R10, DUAL FREQUENCY RECEIVERS.
2. THE PURPOSE OF THIS EXHIBIT IS TO DELINEATE A PROPOSED CONVEYANCE FOR A TEMPORARY CONSTRUCTION EASEMENT TO LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT.
3. THIS INFORMATION DOES NOT CONSTITUTE A BOUNDARY SURVEY AND SHALL NOT BE USED FOR PURPOSES OF LAND TRANSFER.

SANITARY SEWER EASEMENT EXHIBIT
CHARLES H. & JUANITA MORTON
1324 OX HILL DRIVE
SOUTHEASTERN HILLS TRUNK SEWER IMPROVEMENTS
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
LEXINGTON, KENTUCKY



FIGURE 1

SEPTEMBER 2020

2815.046

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

202105200289

May 20, 2021 14:29:36 PM

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

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