

TEMPORARY CONSTRUCTION EASEMENT

This **TEMPORARY CONSTRUCTION EASEMENT** is made and entered into this the 13 day of OCTOBER, 2016, by and between **THE JERRY W. HEATON REVOCABLE TRUST, DATED SEPTEMBER 13, 2007, JERRY W. HEATON (a/k/a JERRY WILLIAM HEATON), as TRUSTEE**, 2833 Clays Mill Road, 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 **ONE THOUSAND FIVE HUNDRED TWENTY-FIVE DOLLARS AND 00/100 (\$1,525.00)**, 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 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 Construction Easement
(a portion of 2833 Clays Mill Road)

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

(CF)

**Clays Mill Road Improvement Project, Section 1
(Harrodsburg Road to New Circle Road)
Parcel No. 33**

Being a tract of land lying in Fayette County on the west side of Clays Mill Road, point of beginning being approximately 100 feet north of the intersection of Lamont Drive and Clays Mill Road, and more particularly described as follows:

Beginning at a point 37.96 feet left of Clays Mill Road at Station 138+09.97; thence North 65 Degrees 57 Minutes 34 Seconds West a distance of 8.01 feet to a point 45.96 feet left of Clays Mill Road at Station 138+09.80; thence North 25 Degrees 13 Minutes 58 Seconds East a distance of 69.96 feet to a point 45.92 feet left of Clays Mill Road at Station 138+79.77; thence North 25 Degrees 07 Minutes 17 Seconds East a distance of 70.00 feet to a point 46.01 feet left of Clays Mill Road at Station 139+49.77; thence South 65 Degrees 56 Minutes 44 Seconds East a distance of 9.22 feet to a point 36.79 feet left of Clays Mill Road at Station 139+49.95; thence South 25 Degrees 07 Minutes 16 Seconds West a distance of 70.00 feet to a point 36.70 feet left of Clays Mill Road at Station 138+79.95; thence along an arc 70.00 feet to the right, having a radius of 1,870.00 feet, the chord of which is South 26 Degrees 13 Minutes 38 Seconds West for a distance of 70.00 feet and the POINT OF BEGINNING; and,

The above described parcel contains 0.029 Acres (1,263 sq. ft.) of temporary construction easement; and,

Being a portion of the property conveyed to The Jerry W. Heaton Revocable Trust, dated September 13, 2007, Jerry W. Heaton (a/k/a Jerry William Heaton), as Trustee, by Deed dated September 13, 2007, of record in Deed Book 2757, Page 678, in the Fayette County Clerk's Office.

TO HAVE AND TO HOLD said easement 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 on this land 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, that he is lawfully seized in fee simple of said property and has good right to sell and convey the same as herein done, and that he 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)(a), this public utility easement is exempt from real estate transfer tax pursuant to KRS 142.050.

IN TESTIMONY WHEREOF, the Grantor has signed this Temporary Construction Easement, this the day and year first above written.

GRANTOR:

THE JERRY W. HEATON REVOCABLE TRUST,
DATED SEPTEMBER 13, 2007


A handwritten signature in black ink, appearing to read "J. Heaton", written over a horizontal line.

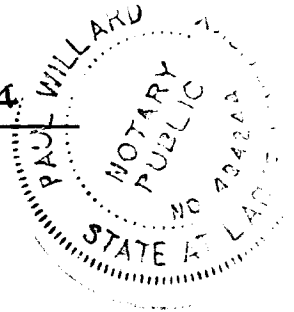
JERRY W. HEATON (a/k/a JERRY
WILLIAM HEATON), as TRUSTEE

COMMONWEALTH OF KENTUCKY)
)
COUNTY OF FAYETTE)

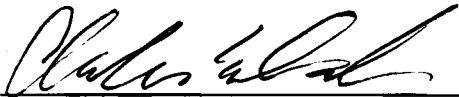
The foregoing Temporary Construction Easement was subscribed, sworn to and acknowledged before me by Jerry W. Heaton (a/k/a Jerry William Heaton), at Trustee of The Jerry W. Heaton Revocable Trust, dated September 13, 2007, on this the 13 day of October, 2016.

My Commission Expires: 7-29-2017


494244
Notary Public, Kentucky, State at Large



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.



By: SHEA BROWN ,dc

201610140071

October 14, 2016 11:41:45 AM

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

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