

TEMPORARY CONSTRUCTION EASEMENT

This **TEMPORARY CONSTRUCTION EASEMENT** is made and entered into this the 25 day of JANUARY, 2017, by and between **JOHN MAYFIELD and MISTIE MAYFIELD, husband and wife**, 1608-1610 Clays Mill Road, 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 **ONE THOUSAND ONE HUNDRED FIFTY DOLLARS AND 00/100 (\$1,150.00)**, 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 roadway improvements, construction, installation, relocation and removal 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:

Right-of-Way Temporary Construction Easement
(a portion of 1608-1610 Clays Mill Road)

Clays Mill Road Improvement Project, Section 1
(Harrodsburg Road to New Circle Road)
Parcel No. 161

Being a tract of land lying in Fayette County on the east side of Clays Mill Road, point of beginning being approximately

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

(CCF)

116 feet south of the intersection of Springhill Drive and Clays Mill Road, and more particularly described as follows:

Beginning at a point 35.71 feet right of Clays Mill Road at Station 211+30.81; thence North 25 Degrees 27 Minutes 48 Seconds East a distance of 71.32 feet to a point 35.92 feet right of Clays Mill Road at Station 212+02.13; thence along an arc 13.77 feet to the right, having a radius of 15.00 feet, the chord of which is North 51 Degrees 45 Minutes 19 Seconds East for a distance of 13.29 feet, to a point 41.84 feet right of Clays Mill Road at Station 212+14.03; thence South 25 Degrees 27 Minutes 48 Seconds West a distance of 59.55 feet to a point 41.67 feet right of Clays Mill Road at Station 211+54.48; thence South 37 Degrees 24 Minutes 48 Seconds East a distance of 9.35 feet to a point 49.98 feet right of Clays Mill Road at Station 211+50.19; thence South 25 Degrees 27 Minutes 48 Seconds West a distance of 10.18 feet to a point 49.95 feet right of Clays Mill Road at Station 211+40.02; thence South 52 Degrees 02 Minutes 59 Seconds West a distance of 10.78 feet to a point 45.10 feet right of Clays Mill Road at Station 211+30.39; thence North 62 Degrees 10 Minutes 58 Seconds West a distance of 9.39 feet to a point 35.71 feet right of Clays Mill Road at Station 211+30.81 and the POINT OF BEGINNING; and,

The above described parcel contains 0.014 acres (629 sq. ft.) of temporary construction easement; and

Being a portion of the property conveyed to John Mayfield and Mistie Mayfield, husband and wife, by deed dated October 4, 2004, of record in Deed Book 2510, Page 209, in the Fayette County Clerk's Office.

TO HAVE AND TO HOLD the above described fee simple right-of-way and easement together with all rights, appurtenances, and improvements there unto belonging 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 completion of the project.

Grantors do hereby release and relinquish unto the Grantee, its successors and assigns forever, all of her 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 they are lawfully seized in fee simple of said property and have good right to sell and convey the same property interest 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 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:




JOHN MAYFIELD



MISTIE MAYFIELD

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

201701310278

January 31, 2017 13:42:57 PM

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