

**TEMPORARY CONSTRUCTION EASEMENT**

This **TEMPORARY CONSTRUCTION EASEMENT** is made and entered into this the 10 day of February, 2017, by and between **LAWRENCE M. MORTON and HOPE T. MORTON, husband and wife**, P.O. Box 911226, Lexington, Kentucky 40591, 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 **FIVE HUNDRED FIFTY DOLLARS AND 00/100 (\$550.00)**, 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 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 2216 Clays Mill Road)**

**Clays Mill Road Improvement Project, Section 1**  
**(Harrodsburg Road to New Circle Road)**  
**Parcel No. 84**

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, 11<sup>th</sup> Floor  
200 East Main Street  
Lexington, KY 40507

25 feet north of the intersection of Sheridan Drive and Clays Mill Road, and more particularly described as follows:

Beginning at a point 42.78 feet right of Clays Mill Road at Station 172+27.96; thence North 25 Degrees 31 Minutes 32 Seconds East a distance of 67.99 feet to a point 43.15 feet right of Clays Mill Road at Station 172+95.95; thence South 63 Degrees 38 Minutes 47 Seconds East a distance of 6.54 feet to a point 49.70 feet right of Clays Mill Road at Station 172+95.82; thence South 25 Degrees 12 Minutes 07 Seconds West a distance of 68.00 feet to a point 49.70 feet right of Clays Mill Road at Station 172+27.82; thence North 63 Degrees 38 Minutes 34 Seconds West a distance of 6.93 feet to a point 42.78 feet right of Clays Mill Road at Station 172+27.96 and the POINT OF BEGINNING.

The above described parcel contains 0.011 acres (458 sq. ft.) of temporary construction easement; and

Being a portion of the property conveyed to Lawrence M. Morton and Hope T. Morton, husband and wife, by deed dated April 16, 2001 of record in Deed Book 2203, Page 539, 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 completion of the project.

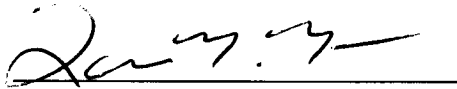
Grantors do hereby release and relinquish unto the Grantee, its successors and assigns forever, all of their right, title, and interest in and to the property to the extent of the interest conveyed herein, including all exemptions allowed by law, and do hereby

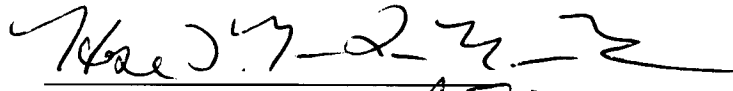
covenant to and with the Grantee, its successors and assigns forever, that they are lawfully seized in fee simple of said property and have good right to sell and convey the same as herein done, and that they will **WARRANT GENERALLY** said title.

The obtaining of this easement was authorized by Resolution 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:

  
LAWRENCE M. MORTON

  
HOPE T. MORTON ATE  
By Lawrence M. Morton, Attorney-in-Fact  
POA in Deed Book 1891, Page 616

COMMONWEALTH OF KENTUCKY )  
 )  
COUNTY OF FAYETTE )

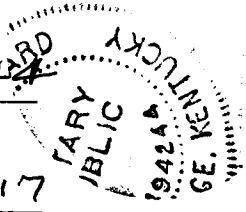
This instrument was acknowledged, subscribed and sworn to before me by Lawrence M. Morton and Hope T. Morton (by Lawrence M. Morton, in his capacity as Attorney-in-Fact), husband and wife, on this the 10<sup>th</sup> day of February, 2017.



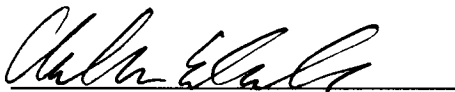
494244

Notary Public, Kentucky, State at Large

My Commission Expires: 7/29/2017




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**

**201702220143**

**February 22, 2017                      11:15:02    AM**

**Fees                      \$20.00                      Tax                      \$ .00**

**Total Paid                                      \$20.00**

**THIS IS THE LAST PAGE OF THE DOCUMENT**

**5    Pages**

**425    -    429**