

TEMPORARY CONSTRUCTION EASEMENT

This **TEMPORARY CONSTRUCTION EASEMENT** is made and entered into this the 1st day of March, 2017, by and between **JERRY LUNDERGAN (a/k/a GERALD G. LUNDERGAN and CHARLOTTE LUNDERGAN, husband and wife,** 2236 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 **EIGHT HUNDRED DOLLARS AND 00/100 (\$800.00)**, 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, 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 2236 Clays Mill Road)

Clays Mill Road Improvement Project, Section 1
(Harrodsburg Road to New Circle Road)
Parcel No. 73

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

((C-F))

Being a tract of land lying in Fayette County on the east side of Clays Mill Road, point of beginning being approximately 95 feet south of the intersection of Stratford Drive and Clays Mill Road, and more particularly described as follows:

Beginning at a point 39.35 feet right of Clays Mill Road at Station 168+13.81, thence North 25 Degrees 40 Minutes 10 Seconds East a distance of 67.97 feet to a point 40.00 feet right of Clays Mill Road at Station 168+81.95; thence South 61 Degrees 35 Minutes 57 Seconds East a distance of 16.44 feet to a point 56.41 feet of Clays Mill Road at Station 168+81.03; thence South 76 Degrees 38 Minutes 26 Seconds West a distance of 9.64 feet to a point 48.87 feet right of Clays Mill Road at Station 168+75.02; thence South 26 Degrees 02 Minutes 19 Seconds West a distance of 61.52 feet to a point 47.87 feet right of Clays Mill Road at Station 168+13.30; thence North 61 Degrees 37 Minutes 23 Seconds West a distance of 8.54 feet to a point 39.35 feet right of Clays Mill Road at Station 168+13.81 and the POINT OF BEGINNING; and,

The above described parcel contains 0.014 acres (619 sq. ft.) of temporary construction easement; and

Being a portion of the property conveyed to Jerry Lundergan (a/k/a Gerald G. Lundergan) and Charlotte Lundergan, husband and wife, by deed dated December 23, 1992, of record in Deed Book 1658, Page 360, in the Fayette County Clerk's Office.

TO HAVE AND TO HOLD the above described temporary construction 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

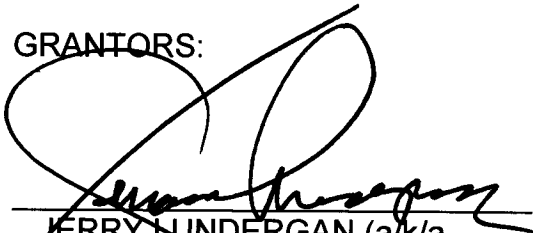
commencement of construction of the project and will expire upon completion of the project.

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 property interest as herein done, and that they will **WARRANT GENERALLY** said title.

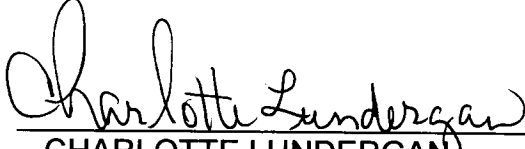
The obtaining of this easement was authorized by Resolution 477-2016, passed by the Lexington-Fayette Urban County Council on July 5, 2016. Pursuant to KRS 382.135(2)(c), this temporary construction easement, which pertains to a public right-of-way, need not contain a statement of consideration.

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

GRANTORS:




JERRY LUNDERGAN (a/k/a
GERALD G. LUNDERGAN



CHARLOTTE LUNDERGAN


COMMONWEALTH OF KENTUCKY)
)
COUNTY OF FAYETTE)

This instrument was acknowledged, subscribed and sworn to before me by Jerry Lundergan (a/k/a Gerald G. Lundergan) and Charlotte Lundergan, husband and wife, on this the 1st day of March, 2017.


ID# 506286
Notary Public, Kentucky, State at Large

My Commission Expires: 2 / 24 / 2018

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: MELISSA STELTER ,dc

201703070227

March 7, 2017

14:50:11 PM

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

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