

**TEMPORARY CONSTRUCTION EASEMENT**

This **TEMPORARY CONSTRUCTION EASEMENT** is made and entered into this the 15<sup>th</sup> day of April, 2017, by and between **ANTHONY LEE BARRETT, JR., a single person**, 171 Chenault Road, Lexington, Kentucky 40502; **ANTHONY LEE BARRETT and BRENDA B. BARRETT, husband and wife**, 171 Chenault Road, Lexington, Kentucky 40502, 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 FOUR HUNDRED FIFTY DOLLARS AND 00/100 (\$1,450.00)**, 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 2021-2023 Clays Mill Road)**

**Clays Mill Road Improvement Project, Section 1**  
**(Harrodsburg Road to New Circle Road)**  
**Parcel No. 109**

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

(CEP)

Being a tract of land lying in Fayette County on the west side of Clays Mill Road, point of beginning being approximately 189 feet north of the intersection of Lane Allen Road and Clays Mill Road, and more particularly described as follows:

Beginning at a point 37.62 feet left of Clays Mill Road at Station 186+65.93; thence North 57 Degrees 49 Minutes 22 Seconds West a distance of 8.00 feet to a point 45.52 feet left of Clays Mill Road at Station 186+67.21; thence North 9 Degrees 24 Minutes 37 Seconds East a distance of 27.58 feet to a point 52.00 feet left of Clays Mill Road at Station 186+94.02; thence North 22 Degrees 59 Minutes 46 Seconds East a distance of 49.75 feet to a point 52.00 feet left of Clays Mill Road at Station 187+43.77; thence North 18 Degrees 08 Minutes 23 Seconds West a distance of 7.55 feet to a point 56.97 feet left of Clays Mill Road at Station 187+49.46; thence North 26 Degrees 19 Minutes 35 Seconds East a distance of 8.74 feet to a point 56.46 feet left of Clays Mill Road at Station 187+58.18; thence South 59 Degrees 54 Minutes 37 Seconds East a distance of 18.23 feet to a point 38.37 feet left of Clays Mill Road at Station 187+55.93; thence South 22 Degrees 31 Minutes 14 Seconds West a distance of 90.00 feet to a point 37.62 feet left of Clays Mill Road at Station 186+65.93 and the POINT OF BEGINNING; and,

The above described parcel contains 0.028 acres (1,226 sq. ft.) of temporary construction easement;

Being a portion of the same property conveyed to Anthony Lee Barnett, Jr., a single person; Anthony Lee Barnett and Brenda B. Barnett, husband and wife, by deed dated December 23, 2014 of record in Deed Book 3284, Page 187 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:

  
ANTHONY LEE BARRETT, JR.

  
ANTHONY LEE BARRETT

  
BRENDA B. BARRETT

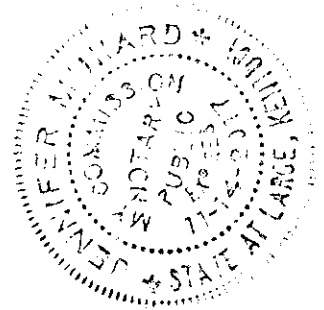
COMMONWEALTH OF KENTUCKY )  
 )  
COUNTY OF FAYETTE )

This instrument was acknowledged, subscribed and sworn to before me by  
Anthony Lee Barrett, Jr., on this the 15<sup>th</sup> day of April, 2017.

Jennifer Minnard  
Notary Public, Kentucky, State at Large

Jennifer Minnard  
Commission expires 11/14/17  
Notary ID 500664

My Commission Expires: \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

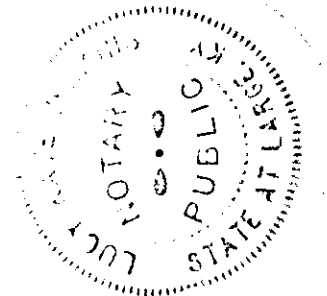


COMMONWEALTH OF KENTUCKY )  
 )  
COUNTY OF FAYETTE )

This instrument was acknowledged, subscribed and sworn to before me by Anthony Lee Barrett and Brenda B. Barrett, husband and wife on this the 20<sup>th</sup> day of April, 2017.

Quey Kate Jenkins  
Notary Public, Kentucky, State at Large

My Commission Expires: 09/04/2017



PREPARED BY:

Charles E. Edwards, III

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

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: PATTY DAVIS ,dc

201705050174

May 5, 2017

12:47:10 PM

Fees	\$23.00	Tax	\$0.00
------	---------	-----	--------

Total Paid	\$23.00
------------	---------

THIS IS THE LAST PAGE OF THE DOCUMENT

6 Pages

403 - 408