

TEMPORARY CONSTRUCTION EASEMENT

This **TEMPORARY CONSTRUCTION EASEMENT** is made and entered into this the 13 day of OCTOBER, 2016, by and between **HOWARD V. LANGSTON**, a **single person**, 2873 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").

W I T N E S S E T H:

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 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 2873 Clays Mill Road)

Clays Mill Road Improvement Project, Section 1
(Harrodsburg Road to New Circle Road)

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

(c-f)

Parcel No. 29

Being a tract of land lying in Fayette County on the west side of Clays Mill Road, point of beginning being approximately 259 feet south of the intersection of Lamont Drive and Clays Mill Road, and more particularly described as follows:

Beginning at a point 39.26 feet right of Clays Mill Road at Station 134+51.00; thence North 64 Degrees 37 Minutes 05 Seconds West a distance of 6.27 feet to a point 45.39 feet left of Clays Mill Road at Station 134+49.68; thence North 36 Degrees 53 Minutes 36 Seconds East a distance of 25.16 feet to a point 45.68 feet left of Clays Mill Road at Station 134+74.84; thence North 29 Degrees 35 Minutes 59 Seconds West a distance of 5.65 feet to a point 50.89 feet left of Clays Mill Road at Station 134+77.03; thence North 26 Degrees 04 Minutes 09 Seconds East a distance of 5.57 feet to a point 52.00 feet left of Clays Mill Road at Station 134+82.50; thence South 82 Degrees 50 Minutes 28 Seconds East a distance of 8.81 feet to a point 44.40 feet left of Clays Mill Road at Station 134+86.95; thence North 36 Degrees 25 Minutes 14 Seconds East a distance of 32.95 feet to a point 45.05 feet left of Clays Mill Road at Station 135+19.90; thence South 64 Degrees 41 Minutes 38 Seconds East a distance of 5.17 feet to a point 40.00 feet left of Clays Mill Road at Station 135+21.00; thence along an arc 64.41 feet to the right, having a radius of 1,870.00 feet, the chord of which is South 36 Degrees 51 Minutes 55 Seconds West for a distance of 64.41 feet, to a point 39.23 feet left of Clays Mill Road at Station 134+56.59; thence South 37 Degrees 51 Minutes 16 Seconds West a distance of 5.59 feet to a point 39.26 feet left of Clays Mill Road at Station 134+51.00 and the POINT OF BEGINNING; and,

The above described parcel contains 0.010 Acres (453 sq. ft.) of temporary construction easement; and,

Being a portion of the property conveyed to Howard V. Langston, a single person, by Deed dated October 2, 1989, of record in Deed Book 1526, Page 75, 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:

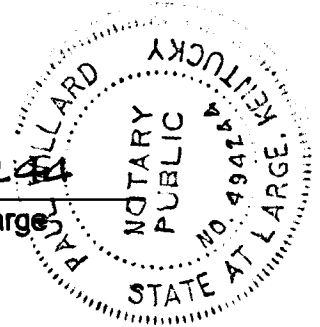

HOWARD V. LANGSTON

COMMONWEALTH OF KENTUCKY)
)
COUNTY OF FAYETTE)

The foregoing Temporary Construction Easement was subscribed, sworn to and acknowledged before me by Howard V. Langston, a single person, on this the 13 day of OCTOBER, 2016.

My Commission Expires: 7-29-2017

Paul White 494244
Notary Public, Kentucky, State at Large




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

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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

201610200099

October 20, 2016 10:12:30 AM

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