

TEMPORARY CONSTRUCTION EASEMENT

This **TEMPORARY CONSTRUCTION EASEMENT** is made and entered into this the 10 day of April, 2017, by and between **YITZCHAK Y. KURS, a single person**, P.O. Box 8265, Lexington, Kentucky 40533, 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").

WITNESSETH:

That for and in consideration of the sum of **FOUR THOUSAND THREE HUNDRED SEVENTY-FIVE DOLLARS AND 00/100 (\$4,375.00)**, 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 600 Sheridan Drive)

Clays Mill Road Improvement Project, Section 1
(Harrodsburg Road to New Circle Road)
Parcel No. 75

Being a tract of land lying in Fayette County on the west side of Clays Mill Road, point of beginning being approximately 143 feet south of the intersection of Sheridan Drive and Clays Mill Road, and more particularly described as follows:

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

(C-E)

Beginning at a point 36.60 feet left of Clays Mill Road at Station 170+53.26; thence North 65 Degrees 18 Minutes 14 Seconds West a distance of 9.60 feet to a point 46.20 feet left of Clays Mill Road at Station 170+53.18; thence North 26 Degrees 08 Minutes 22 Seconds East a distance of 21.14 feet to a point 45.85 feet left of Clays Mill Road at Station 170+74.31; thence North 64 Degrees 42 Minutes 30 Seconds West a distance of 22.30 feet to a point 68.15 feet left of Clays Mill Road at Station 170+74.35; thence North 26 Degrees 08 Minutes 22 Seconds East a distance of 28.69 feet to a point 67.68 feet left of Clays Mill Road at Station 171+03.03; thence South 72 Degrees 01 Minutes 41 Seconds East a distance of 20.60 feet to a point 47.25 feet left of Clays Mill Road at Station 171+05.63; thence North 26 Degrees 08 Minutes 22 Seconds East a distance of 62.60 feet to a point 46.23 feet left of Clays Mill Road at Station 171+68.22; thence North 28 Degrees 03 Minutes 49 Seconds West a distance of 6.49 feet to a point 51.43 feet left of Clays Mill Road at Station 171+72.10; thence South 65 Degrees 17 Minutes 13 Seconds East a distance of 16.77 feet to a point 34.67 feet left of Clays Mill Road at Station 171+72.25; thence South 26 Degrees 08 Minutes 22 Seconds West a distance of 119.00 feet to a point 36.60 feet left of Clays Mill Road at Station 170+53.26 and the POINT OF BEGINNING; and,

The above described parcel contains 0.045 acres (1,950 sq. ft.) of temporary construction easement;

Being a portion of the same property conveyed to Yitzchak Y. Kurs, a single person, by deed dated March 5, 2010 of record in Deed Book 2931, Page 583 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

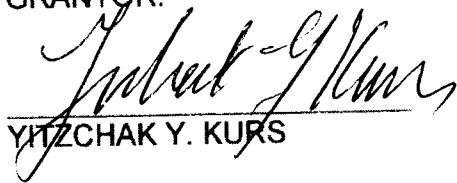
the Grantor. The temporary construction easement shall take effect upon the commencement of construction of the project and will expire upon completion of the project.

Grantor does hereby release and relinquish unto the Grantee, its successors and assigns forever, all of his 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 he is lawfully seized in fee simple of said property and have 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)(c), this temporary construction easement, which pertains to a public right-of-way, need not contain a statement of consideration.

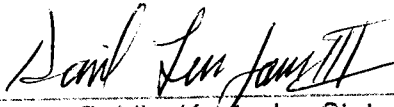
IN TESTIMONY WHEREOF, the Grantor has signed this Temporary Construction Easement, this the day and year first above written.

GRANTOR:


YITZCHAK Y. KURS

COMMONWEALTH OF KENTUCKY)
)
COUNTY OF FAYETTE)

This instrument was acknowledged, subscribed and sworn to before me by
Yitzchak Y. Kurs, a single person, on this the 10 day of APRIL, 2017.




Notary Public, Kentucky, State at Large

David Lewis Jones, III
Notary Public, State at Large, KY
My Commission Expires: ____ / ____ / NOTARY ID 501130
My Commission Expires 12-11-2017



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: PATTY DAVIS ,dc

201704170027

April 17, 2017 8:49:34 AM

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

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