

TEMPORARY CONSTRUCTION EASEMENT

This **TEMPORARY CONSTRUCTION EASEMENT** is made and entered into this the 20 day of March, 2017, by and between **DORIE FLANERY-CLARK, a single person**, 1536 Illinois Road, Clearwater, Florida 33756, 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 **EIGHT HUNDRED FIFTY DOLLARS AND 00/100 (\$850.00)**, 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 2802 Clays Mill Road)

Clays Mill Road Improvement Project, Section 1
(Harrodsburg Road to New Circle Road)
Parcel No. 37

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, 11th Floor
200 East Main Street
Lexington, KY 40507

(CCP)

151 feet south of the intersection of Lamont Drive and Clays Mill Road, and more particularly described as follows:

Beginning at a point 40.45 feet left of Clays Mill Road Pt 1 at Station 135+59.58; thence North 37 Degrees 19 Minutes 07 Seconds East a distance of 64.93 feet to a point 42.63 feet right of Clays Mill Road Pt 1 at Station 136+21.90; thence South 63 Degrees 23 Minutes 00 Seconds East a distance of 21.68 feet to a point 64.16 feet right of Clays Mill Rd Pt 1 at Station 136+24.38; thence South 26 Degrees 37 Minutes 00 Seconds West a distance of 15.64 feet to a point 66.14 feet right of Clays Mill Road Pt 1 at Station 136+09.81; thence North 72 Degrees 20 Minutes 28 Seconds West a distance of 20.40 feet to a point 46.61 feet right of Clays Mill Road Pt 1 at Station 136+04.23; thence South 37 Degrees 19 Minutes 07 Seconds West a distance of 39.40 feet to a point 45.49 feet right of Clays Mill Road Pt 1 at Station 135+66.58; thence South 46 Degrees 25 Minutes 45 Seconds East a distance of 21.93 feet to a point 67.27 feet right of Clays Mill Road Pt 1 at Station 135+64.15; thence North 63 Degrees 07 Minutes 19 Seconds West a distance of 27.25 feet to a point 40.45 feet right of Clays Mill Road Pt 1 at Station 135+59.58 and the POINT OF BEGINNING; and,

The above described parcel contains 0.016 acres (708 sq. ft.) of temporary construction easement; and

Being a portion of the property conveyed to Dorie Flanery-Clark (formerly Dorie L. Clark), a single person, by deed dated August 22, 2012 of record in Deed Book 3095, Page 534, in the Fayette County Clerk's Office. Kathleen Sisk, a single person, conveyed her undivided one-half interest to Dorie L. Clark, a single person, by Trustee Deed, dated September 3, 2009 of record in Deed Book 2897, Page 462, 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.

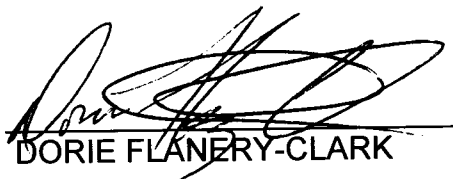
The above-described temporary construction easement runs with the land for the duration of the improvement project and is binding upon the successors and assigns of the Grantor. The temporary construction easement shall take effect upon the commencement of construction of the project and will expire upon completion of the project.

Grantor does hereby release and relinquish unto the Grantee, its successors and assigns forever, all of her 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 she is lawfully seized in fee simple of said property and have good right to sell and convey the same as herein done, and that she 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:


DORIE FLANERY-CLARK

STATE OF FLORIDA)

COUNTY OF Pinellas)

This instrument was acknowledged, subscribed and sworn to before me by Dorie Flanery-Clark, a single person, on this the 20 day of March, 2017.

Lisa Flanery-Clark
Notary Public, Florida, State at Large

My Commission Expires: 3 / 31 / 2019



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

201703290006

March 29, 2017 8:40:12 AM

Fees	\$23.00	Tax	\$.00
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Total Paid	\$23.00
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6 Pages

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