

**TEMPORARY CONSTRUCTION EASEMENT**

This **TEMPORARY CONSTRUCTION EASEMENT** is made and entered into this the 26 day of April, 2017, by and between **ANDREW SCHLOEMER, a single person**, 1864 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").

**WITNESSETH:**

That for and in consideration of the sum of **ONE THOUSAND ONE HUNDRED DOLLARS AND 00/100 (\$1,100.00)**, 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 1864 Clays Mill Road)**

**Clays Mill Road Improvement Project, Section 1**  
**(Harrodsburg Road to New Circle Road)**  
**Parcel No. 136**

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, 11<sup>th</sup> Floor  
200 East Main Street  
Lexington, KY 40507

(C-E)

272 feet south of the intersection of South Bend Drive and Clays Mill Road, and more particularly described as follows:

Beginning at a point 35.26 feet right of Clays Mill Road at Station 193+91.92; thence North 23 Degrees 17 Minutes 38 Seconds East a distance of 94.25 feet to a point 35.75 feet right of Clays Mill Road at Station 194+86.17; thence South 58 Degrees 54 Minutes 31 Seconds East a distance of 6.12 feet to a point 41.81 feet right of Clays Mill Road at Station 194+85.31; thence South 23 Degrees 17 Minutes 38 Seconds West a distance of 26.15 feet to a point 41.67 feet right of Clays Mill Road at Station 194+59.16; thence South 45 Degrees 55 Minutes 34 Seconds East a distance of 7.87 feet to a point 49.02 feet right of Clays Mill Road at Station 194+56.33; thence South 23 Degrees 17 Minutes 38 Seconds West a distance of 8.33 feet to a point 48.97 feet right of Clays Mill Road at Station 194+48.00; thence North 87 Degrees 31 Minutes 47 Seconds West a distance of 6.62 feet to a point 42.77 feet right of Clays Mill Road at Station 194+45.68; thence South 23 Degrees 17 Minutes 38 Seconds West a distance of 28.65 feet to a point 42.62 feet right of Clays Mill Road at Station 194+17.03; thence South 30 Degrees 03 Minutes 06 Seconds East a distance of 11.49 feet to a point 51.81 feet right of Clays Mill Road at Station 194+10.12; thence South 23 Degrees 17 Minutes 38 Seconds West a distance of 20.31 feet to a point 51.70 feet right of Clays Mill Road at Station 193+89.81; thence North 59 Degrees 40 Minutes 22 Seconds West a distance of 16.57 feet to a point 35.26 feet right of Clays Mill Road at Station 193+91.92 and the POINT OF BEGINNING; and,

The above described parcel contains 0.021 acres (930 sq. ft.) of temporary construction easement;

Being a portion of the property conveyed to Andrew Schloemer, a single person, by deed dated July 16, 2009, of record in Deed Book 2887, Page 409, 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 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)(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:

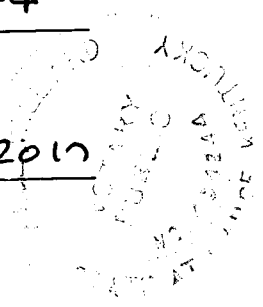
  
\_\_\_\_\_  
ANDREW SCHLOEMER

COMMONWEALTH OF KENTUCKY )  
 )  
COUNTY OF FAYETTE )

This instrument was acknowledged, subscribed and sworn to before me by Andrew Schloemer, a single person, on this the 26 day of APRIL, 2017.

  
494 244  
Notary Public, Kentucky, State at Large

My Commission Expires: 7 / 29 / 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: EMILY GENTRY ,dc

201705040272

May 4, 2017

15:33:08 PM

Fees	\$20.00	Tax	\$0.00
Total Paid		\$20.00	

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5 Pages

42 - 46