

**TEMPORARY CONSTRUCTION EASEMENT**

This **TEMPORARY CONSTRUCTION EASEMENT** is made and entered into this the 16TH day of JUNE, 2022, by and between **ZACHARY J. GRABER** and **LAURA K. GRABER, husband and wife**, 802 Furlong Drive, Lexington, Kentucky 40504, 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 **FIFTY DOLLARS AND 00/100 (\$50.00)**, 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,

Return to:  
Cynthia Cannon-Ferguson  
LFUCG, Dept. of Law, 11<sup>th</sup> Floor  
200 East Main Street  
Lexington, KY 40507

temporary right to excavate, grade, construct, alter, re-grade and perform related work for the purpose of sanitary sewer improvements and construction, installation and relocation through and across the following tract of land located in the confines of Lexington, Fayette County, Kentucky, depicted on the attached Exhibit "A", and more particularly described as follows, to wit:

**Temporary Construction Easement**  
**Wolf Run Trunks F**  
**Sewer Improvement Project**  
**(a portion of 802 Furlong Drive)**

All of that strip or parcel of land situated at the southwest corner of Furlong Drive and Faircrest Drive in Lexington, Fayette County, Kentucky, and more fully described and bounded as follows, to-wit:

**BEGINNING**, at a point in the westerly right-of-way line of Faircrest Drive, said point being the southernmost corner of Lot 281 as shown on the Plat of Skycrest Subdivision, Unit 3, of record in Plat Cabinet D, Slide 40 in the Fayette County Clerk's Office, said point also being in the northerly property line of Lexington-Fayette Urban County Government (Deed Book 1284, Page 189);

Thence with the westerly right-of-way line of Faircrest Drive, N 37° 43' 35" E, 10.00 feet to the **TRUE POINT OF BEGINNING**;

Thence leaving the westerly right-of-way line of Faircrest Drive, with an existing utility easement line through the lands of Lot 281, N 53°52' 25" W, 56.02 feet to a point;

Thence leaving the existing utility easement line, with a new temporary construction easement line for two (2) calls:

- 1) N 37° 43' 35" E, 5.00 feet to a point; and
- 2) S 53° 52' 25" E, 56.02 feet to a point in the westerly right-of-way line of Faircrest Drive;

Thence with the westerly right-of-way line of Faircrest Drive, S° 37' 43' 35" W, 5.00 feet to the **TRUE POINT OF BEGINNING**; and,

The above described parcel contains 280 sq. ft. (0.006 Acres) of temporary construction easement; and

The above tract being a portion of the property conveyed to Zachary J. Graber and Laura K. Graber, husband and wife, by Deed dated October 11, 2019, of record in Deed Book 3708, Page 236, 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.

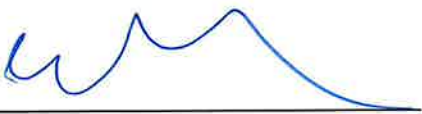
The above-described temporary construction easement runs with the land for the duration of the improvement project and is binding upon the successors and assigns of the Grantors. The temporary construction easement shall take effect upon the commencement of construction of the project and will expire upon the 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 if 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 042-2022, passed by the Lexington-Fayette Urban County Council on February 10, 2022. Pursuant to KRS 382.135(2)(a), this temporary construction easement, which pertains to a public utility, need not contain a statement of consideration.



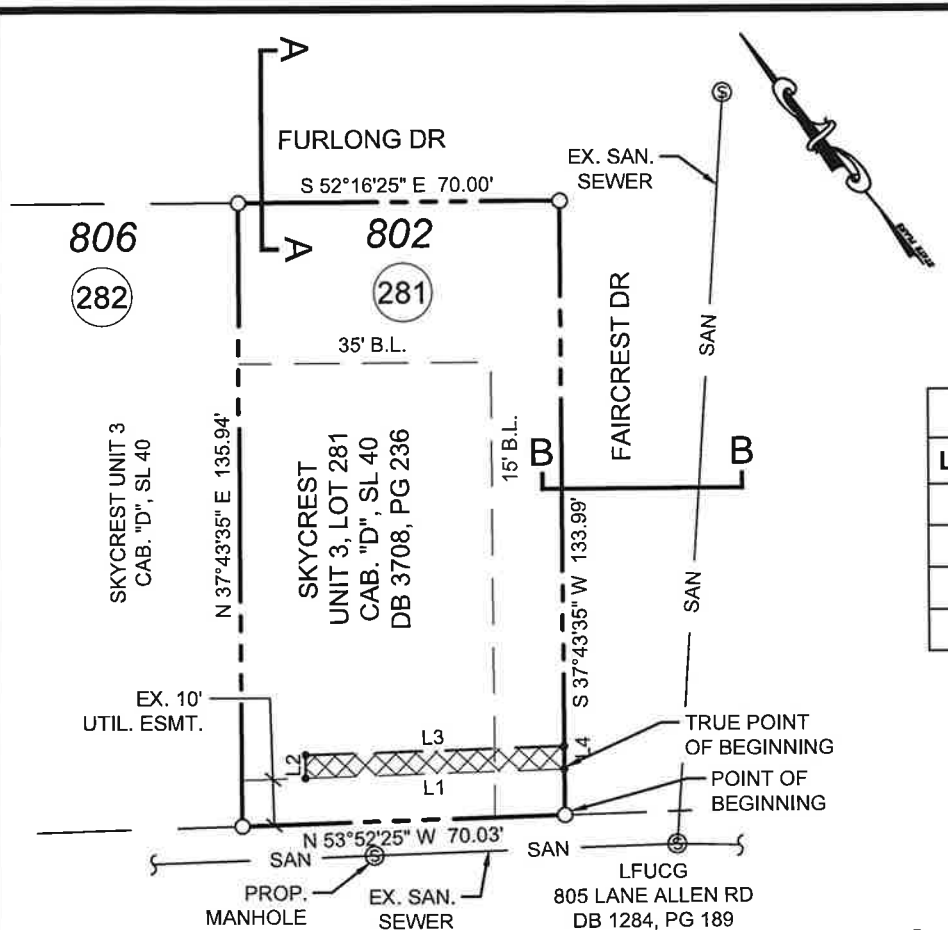
PREPARED BY:



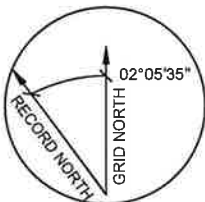
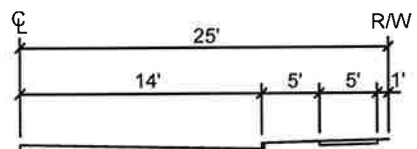
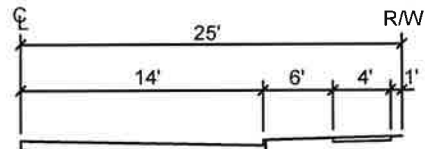
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Evan P. Thompson,  
Attorney Sr.  
Lexington-Fayette Urban  
County Government  
Department of Law, 11th Floor  
200 East Main Street  
Lexington, Kentucky 40507  
(859) 258-3500

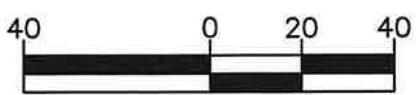
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EASEMENT LINE TABLE		
LINE #	LENGTH	BEARING
L1	56.02'	N 53°52'25" W
L2	5.00'	N 37°43'35" E
L3	56.02'	S 53°52'25" E
L4	5.00'	S 37°43'35" W



TEMP. ESMT. AREA  
280 SQ. FT. (0.006 AC)



**NOTES:**

1. THE PROPERTY BOUNDARIES AND EASEMENTS SHOWN HEREON ARE BASED ON THE RECORD DESCRIPTION (DEED BOOK 3708, PAGE 236) AND CORRESPONDING PLAT (CABINET "D" SLIDE 40) OF RECORD IN THE FAYETTE COUNTY CLERK'S OFFICE. THE ORIGIN OF BEARINGS SHOWN HEREON IS BASED ON THE NORTH AMERICAN DATUM OF 1983, STATE PLANE KENTUCKY NORTH AS OBSERVED FROM KYCORS STATION "KYTG" USING A TRIMBLE R12, DUAL FREQUENCY RECEIVER.
2. THE PURPOSE OF THIS EXHIBIT IS TO DELINEATE A PROPOSED CONVEYANCE FOR A TEMPORARY CONSTRUCTION EASEMENT TO LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT.
3. THIS INFORMATION DOES NOT CONSTITUTE A BOUNDARY SURVEY AND SHALL NOT BE USED FOR PURPOSES OF LAND TRANSFER.

**SANITARY SEWER EASEMENT EXHIBIT  
ZACHARY J. & LAURA K. GRABER  
802 FURLONG DRIVE  
WOLF RUN TRUNK F SEWER IMPROVEMENTS  
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT  
LEXINGTON, KENTUCKY**



**FIGURE 1**

MARCH 2022

2815.298

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.



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By: MELISSA STELTER ,dc

202206220125

June 22, 2022

13:39:21 PM

Fees	\$53.00	Tax	\$ .00
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Total Paid	\$53.00
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7 Pages

260 - 266