

**TEMPORARY CONSTRUCTION EASEMENT**

This **TEMPORARY CONSTRUCTION EASEMENT** is made and entered into this the 5 day of JANUARY, 2017, by and between **BETTY JEWELL MORRIS HULL, single**, 1808 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 **SIX HUNDRED SEVENTY-FIVE DOLLARS AND 00/100 (\$675.00)**, 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 Right-of-Way Construction Easement**  
**(a portion of 1808 1810 Clays Mill Road**

**Clays Mill Road Improvement Project, Section 1**  
**(Harrodsburg Road to New Circle Road)**  
**Parcel No. 147**

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

DTC

Being a tract of land lying in Fayette County on the east side of Clays Mill Road, point of beginning being approximately 41 feet north of the intersection of Reed Lane and Clays Mill Road, and more particularly described as follows:

Beginning at a point 43.58 feet right of Clays Mill Road at Station 202+85.98; thence along an arc 21.73 feet to the right, having a radius of 40.00 feet, the chord of which is North 8 Degrees 18 Minutes 44 Seconds East a distance of 21.46 feet, to a point 37.64 feet right of Clays Mill Road at Station 203+06.60; thence North 23 Degrees 52 Minutes 33 Seconds East a distance of 68.85 feet to a point 37.01 feet right of Clays Mill Road at Station 203+75.45; thence South 59 Degrees 46 Minutes 19 Seconds East a distance of 8.18 feet to a point 45.14 feet right of Clays Mill Road at Station 203+74.62; thence South 52 Degrees 28 Minutes 08 Seconds West a distance of 4.95 feet to a point 42.81 feet right of Clays Mill Road at Station 203+70.25; thence South 23 Degrees 52 Minutes 33 Seconds West a distance of 35.66 feet to a point 43.14 feet right of Clays Mill Road at Station 203+34.59; thence South 66 Degrees 07 Minutes 27 Seconds East a distance of 6.00 feet to a point 49.14 feet right of Clays Mill Road at Station 203+34.65; thence South 23 Degrees 52 Minutes 33 Seconds West a distance of 14.41 feet to a point 49.27 feet right of Clays Mill Road at Station 203+20.24; thence North 66 Degrees 07 Minutes 27 Seconds West a distance of 6.00 feet to a point 43.27 feet right of Clays Mill Road at Station 203+20.19; thence South 23 Degrees 52 Minutes 33 Seconds West a distance of 34.21 feet to a point 43.58 feet right of Clays Mill Road at Station 202+85.98 and the POINT OF BEGINNING.

The above described parcel contains 0.013 acres (567 sq. ft.) of temporary construction easement; and

Being a portion of the property conveyed to Betty Jewell Morris Hull, single, by deed dated March 18, 1986, of record in Deed Book 1398, Page 594, 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.

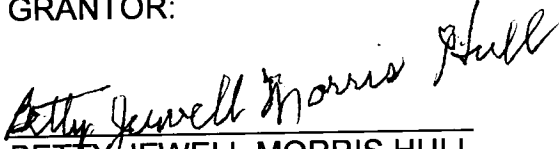
The above-described temporary construction easement runs with the land for the duration of the improvement project and is binding upon the successors and assigns of the Grantor. The temporary construction easement shall take effect upon the commencement of construction of the project and will expire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

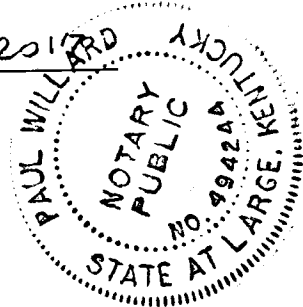
  
BETTY JEWELL MORRIS HULL

COMMONWEALTH OF KENTUCKY )  
 )  
COUNTY OF FAYETTE )

This instrument was acknowledged, subscribed and sworn to before me by Betty Jewell Morris Hull, single, on this the 5 day of January, 2017.

Paul Willard 494244  
Notary Public, Kentucky, State at Large

My Commission Expires: 7 / 29 / 2017



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.



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By: EMILY GENTRY ,dc

201701130020

January 13, 2017                      8:32:29      AM

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