

TEMPORARY CONSTRUCTION EASEMENT

This **TEMPORARY CONSTRUCTION EASEMENT** is made and entered into this the 26 day of SEPTEMBER, 2016, by and between **ROGER KROM EASTMAN**, a widower, by **DEBORAH E. ELAM, HIS ATTORNEY-IN-FACT**, 2889 Clays Mill Road, Lexington, Kentucky 40503, 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 **ONE THOUSAND SEVENTY-FIVE DOLLARS AND 00/100 (\$1,075.00)**, 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 2889 Clays Mill Road)

Clays Mill Road Improvement Project, Section 1
(Harrodsburg Road to New Circle Road)

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

(CCF)

Parcel No. 21

Being a tract of land lying in Fayette County on the west side of Clays Mill Road, point of beginning, being approximately 243 feet north of the intersection of Cecil Way and Clays Mill Road, and more particularly described as follows:

Beginning at a point 40.00 feet left of Clays Mill Road at Station 133+11.01; thence North 64 Degrees 36 Minutes 51 Seconds West a distance of 8.19 feet to a point 48.01 feet left of Clays Mill Road at Station 133+09.28; thence North 37 Degrees 51 Minutes 16 Seconds East a distance of 25.47 feet to a point 47.87 feet left of Clays Mill Road at Station 133+34.75; thence North 52 Degrees 08 Minutes 44 Seconds West a distance of 9.90 feet to a point 57.78 feet left of Clays Mill Road at Station 133+34.80; thence North 24 Degrees 56 Minutes 45 Seconds East a distance of 5.37 feet to a point 58.95 feet left of Clays Mill Road at Station 133+40.04; thence South 74 Degrees 51 Minutes 04 Seconds East a distance of 6.30 feet to a point 53.13 feet left of Clays Mill Road at Station 133+42.44; thence North 29 Degrees 21 Minutes 51 Seconds East a distance of 34.94 feet to a point 58.10 feet left of Clays Mill Road at Station 133+77.02; thence South 64 Degrees 36 Minutes 58 Seconds East a distance of 18.90 feet to a point 39.63 feet left of Clays Mill Road at Station 133+81.01; thence South 37 Degrees 51 Minutes 16 Seconds West a distance of 70.00 feet to a point 40.00 feet left of Clays Mill Road at Station 133+11.01 and the POINT OF BEGINNING.

The above described parcel contains 0.021 Acres (919 sq. ft.) of temporary construction easement; and,

Being a portion of the property conveyed to Roger K. Eastman and Uldine L. Eastman, husband and wife, by deed dated July 30, 1962, of record in Deed Book 746, Page 573, in the Fayette County Clerk's Office. Said Mae Uldine Lutes Eastman (a/k/a Uldine L. Eastman) died testate a resident of Lexington, Fayette County, Kentucky on November 19, 2014. Property vests to Roger K. Eastman, her husband, by right-of-survivorship in the aforementioned deed. Roger Krom Eastman appointed Deborah E. Elam, of Lexington, Fayette County, Kentucky, as his true and lawful attorney-in-fact, dated November 25, 2003, of record in Deed Book 3432, Page 515, in the Fayette County Clerk's Office.

TO HAVE AND TO HOLD said easement unto said Grantee, its successors and assigns, for the purposes and uses herein designated.

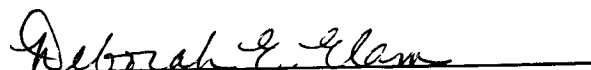
The above-described temporary construction easement runs with the land for the duration of the improvement project on this land and is binding upon the successors and assigns of the Grantor. The temporary construction easement shall take effect upon the commencement of construction of the project and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

Grantor does hereby release and relinquish unto the Grantee, its successors and assigns forever, 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)(a), this public utility easement is exempt from real estate transfer tax pursuant to KRS 142.050.

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

GRANTOR:




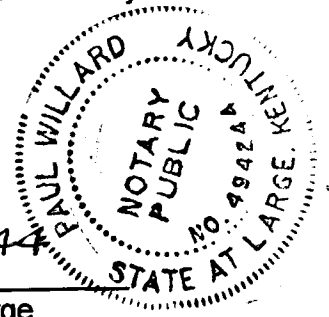
ROGER KROM EASTMAN BY
DEBORAH E. ELAM, AS HIS
ATTORNEY-IN-FACT
(DEED BOOK 3432, PAGE 515)

COMMONWEALTH OF KENTUCKY)
)
COUNTY OF FAYETTE)

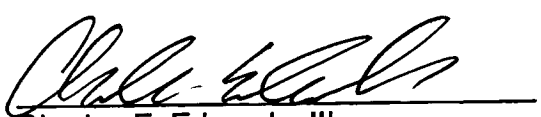
The foregoing Temporary Construction Easement was subscribed, sworn to and acknowledged before me by Deborah E. Elam, as Attorney-in-Fact for Roger Krom Eastman, a widower, of record in Deed Book 3432, Page 515, in the Fayette County Clerk's Office, on this the 26 day of SEPTEMBER, 2016.

My Commission Expires: 7-29-2017


Paul Willard 494244
Notary Public, Kentucky, State at Large



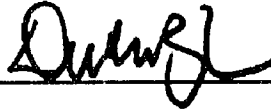
PREPARED BY:



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: SHEA BROWN ,dc

201610060075

October 6, 2016 9:37:55 AM

Fees	\$20.00	Tax	\$.00
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Total Paid	\$20.00
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5 Pages

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