

TEMPORARY CONSTRUCTION EASEMENT

This **TEMPORARY CONSTRUCTION EASEMENT** is made and entered into this the 24 day of APRIL, 2017, by and between **GORDON A. MacPHERSON, III, a single person**, 1835 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 **FIVE HUNDRED SEVENTY-FIVE DOLLARS AND 00/100 (\$575.00)**, 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 1835 Clays Mill Road)**Clays Mill Road Improvement Project, Section 1**
(Harrodsburg Road to New Circle Road)
Parcel No. 133

Being a tract of land lying in Fayette County on the west 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

(CF)

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

Beginning at a point 39.29 feet left of Clays Mill Road at Station 198+50.72; thence North 54 Degrees 29 Minutes 29 Seconds West a distance of 8.60 feet to a point 47.69 feet left of Clays Mill Road at Station 198+52.59; thence North 22 Degrees 58 Minutes 34 Seconds East a distance of 56.34 feet to a point 47.71 feet left of Clays Mill Road at Station 199+08.93; thence South 54 Degrees 29 Minutes 26 Seconds East a distance of 8.60 feet to a point 39.31 feet left of Clays Mill Road at Station 199+07.06; thence South 22 Degrees 58 Minutes 34 Seconds West a distance of 56.34 feet to a point 39.29 feet left of Clays Mill Road at Station 198+50.72 and the POINT OF BEGINNING; and,

The above described parcel contains 0.011 acres (473 sq. ft.) of temporary construction easement;

Being a portion of the same property conveyed to Gordon A. MacPherson, III, a single person, by deed dated May 14, 2008 of record in Deed Book 2806, Page 563, 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 have 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:



GORDON A. MacPHERSON, III

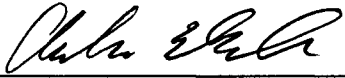
COMMONWEALTH OF KENTUCKY)
)
COUNTY OF FAYETTE)

This instrument was acknowledged, subscribed and sworn to before me by Gordon A. MacPherson, III, a single person, on this the 24 day of APRIL, 2017.

 494244
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: PATTY DAVIS ,dc

201704250310

April 25, 2017

14:13:24 PM

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