

TEMPORARY RIGHT-OF-WAY EASEMENT

This **TEMPORARY RIGHT-OF-WAY EASEMENT** is made and entered into this the 22nd day of JULY, 2016, by and between **RICHARD M. CONRAD, SR.**, a single person, 236 Chippendale Circle Lexington, Kentucky 40507, 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").

W I T N E S S E T H:

That for and in nominal consideration of the sum of **ONE DOLLAR AND ZERO CENTS (\$1.00)**, 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, a temporary right to access, traverse, occupy, and move upon 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 Easement
(2875 Gribbin Drive)

A portion of this temporary construction easement (the "Easement") is located on a portion of Parcel 1 and Parcel 2 of the Minor Consolidation Plat of Nancy Johnson Property Unit 1E and Dallas Plaza Unit 1, Block "A", Plat Cabinet J, Slide 636, as recorded in the Office of the Clerk of Fayette County, Lexington, Kentucky, also known as 2875 Gribbin Drive, referenced herein as "Parcel 1"; Parcel 1 borders:

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

DTC

Lot 1 of Block "A", Dallas Plaza Unit 1, Plat Cabinet A, Slide 297, as recorded in the Office of the Clerk of Fayette County, Lexington, Kentucky, referenced herein as "Lot 1", and

Lot 6 of the Pleasant Pointe Subdivision Unit 1-E, Plat Cabinet J, Slide 637, as recorded in the Office of the Clerk of Fayette County, Lexington, Kentucky, also known as 2879 Gribbin Drive, referenced herein as "Lot 6", and

Also, a portion of this easement is owned by others and is located on a portion of Parcel 2 of Tract A of Burke & Edwards Property & Lot 2 of Conrad & Ashland Property, Plat Cabinet M, Slide 867, as recorded in the Office of the Clerk of Fayette County, Lexington, Kentucky, referenced herein as "Parcel 2";

The temporary construction easement is particularly described as follows:

Commencing at the southernmost property corner of Parcel 1 and the westernmost property corner of Lot 6, said corner also being a point in the east right of way of Gribbin Drive;

thence, leaving the east right of way of Gribbin Drive, and along the northwest property line of Lot 6 and the southeast property line of Parcel 1, N 51°03' E 55.57 feet; to the **True Point of Beginning**;

thence, leaving the northwest property line of Lot 6 and the southeast property line of Parcel 1, N 41°40'01" W 109.85 feet to a point;

thence, N 48°19'59" E 35.00 feet to a point in the northeast property line of Parcel 1 and the southwest property line of Lot 1;

thence, S 41°40'01" E 110.00 feet to the easternmost corner of Parcel 1, the southernmost corner of Lot 1 and the northwest property line of Parcel 2;

thence, S 48°09'59" W 30.00 feet to a point along the southeast property line of Lot 1 and the northwest property line of Parcel 2;

thence, S 51°03'00" W 5.01 feet along the southeast property line of Parcel 1 and the northwest property line of Lot 6 to the True Point of Beginning; containing 3851 square feet more or less (0.088 acres), as shown in the attached "EXHIBIT A".

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 right-of-way easement will expire upon completion of the Mt. Tabor Road Improvement Project, shall run with the land for the duration of said Project, and is binding upon the successors and assigns of the Grantor. Neither Grantor, nor his successors or assigns, shall take any action on the premises that might hinder, limit, or otherwise interfere with Grantee's ability to access, traverse, or move upon the premises in a motor vehicle or otherwise. The temporary right-of-way easement shall take effect upon execution and shall be binding until the completion of the Mt. Tabor Road Improvements Project, which project shall not be considered complete until the Director of the Division of Engineering in the Lexington-Fayette Urban County Government shall execute a recordable release of temporary right-of-way, which release shall not be unreasonably withheld or delayed.

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 interest as herein conveyed, and that he will **WARRANT GENERALLY** said title.

The obtaining of this easement was authorized by Resolution 166-2016, passed by the Lexington-Fayette Urban County Council on April 7, 2016. Pursuant to KRS 382.135(2)(c), this temporary right-of-way easement is not required to contain a

EXHIBIT "A"

N



Lot 1, of Block "A"
Dallas Plaza Unit 1
Plat Cabinet A Slide 297

S41° 40' 01"E
110.00

172.37
S47° 46' 00"W

TEMPORARY CONSTRUCTION
EASEMENT
3851 Square Feet
(0.088 Acres)

N41° 40' 01"W
109.85

N21° 40' 01"W
177.13

S48° 09' 59"W
30.00

Parcel 1
Minor Consolidation Plat of
Nancy Johnson Property Unit 1E
and
Dallas Plaza Unit 1, Lot 1,
Block "A"
Plat Cabinet J Slide 636
2875 Gribbin Drive

Parcel 2
Consolidation Plat of
Tract A of Burke & Edwards
Property & Lot 2 of Conrad &
Ashland Property
Plat Cabinet M Slide 867

TRUE POINT
OF BEGINNING

S51° 03' 00"W
5.01

N51° 03' 00"E
55.57


Lot 6 of
Pleasant Pointe Subdivision Unit
1-E
Plat Cabinet J Slide 637
2879 Gribbin Drive

S40° 58' 00"E
400.00

Right OF Way
Gribbin Drive

S25° 52' 38"E
64.68

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

201608090220

August 9, 2016 13:49:42 PM

Fees	\$23.00	Tax	\$.00
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Total Paid	\$23.00
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