

TEMPORARY CONSTRUCTION EASEMENT

This **TEMPORARY CONSTRUCTION EASEMENT** is made and entered into this the 14th day of January, ~~2020~~²⁰²¹, by and between **KELLY SHAW, a single person**, 281 Sycamore Lane, Nicholasville, Kentucky 40356, 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 **FIFTY DOLLARS AND 00/100 (\$50.00)**, 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 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
Southeastern Hills Trunk Sewer Improvement Project
(a portion of 3661 Niles Court)

All that strip or parcel of land situated on Niles Court south of Niles Drive in Lexington, Fayette County, Kentucky, and being more fully described and bounded as follows:

BEGINNING, at a point in the right-of-way line of Niles Court, said point also being a common corner between lots 16 and 17, Block "A", as shown on the Amended Final

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

Record Plan of Melody Village Subdivision, Unit One (Cabinet B, Slide 90);

Thence leaving the right-of-way line of Niles Court and with the westerly property line of Lot 17, S 56° 25' 42 " W, 16 0.71 feet to the **TRUE POINT OF BEGINNING**;

Thence continuing with the westerly property line Lot 17, S 56° 25' 42" W, 15.59 feet to a point;

Thence leaving the westerly property line of Lot 17 and with an existing storm, sanitary, and utility easement line through the lands of Lot 16, N 83° 06' 18" W, 21.59 feet to a point in the easterly property line of Fayette County School District Finance Corporation (DB 3009, PG 464);

Thence with the easterly property line of Fayette County School District Finance Corporation (DB 3009, PG 464), N 22° 53' 42" E, 8.93 feet to a point;

Thence leaving the easterly property line of Fayette County School District Finance Corporation (DB 3009, PG 464), and with a new temporary construction easement line through the lands of Lot 16, S 85° 55 ' 58" E, 31.01 feet to the **TRUE POINT OF BEGINNING**; and,

The above described parcel contains 240 sq. ft. (0.006 Acres) of temporary construction easement; and

Being a portion of the property conveyed to Kelly Shaw, a single person, by Deed dated July 22, 2002, of record in Deed Book 2295, Page 400, 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 July 1, 2022 (if not already expired).

Grantor does hereby release and relinquish unto the Grantee, its successors and assigns forever, all of its 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 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 456-2020, passed by the Lexington-Fayette Urban County Council on October 8, 2020. Pursuant to KRS 382.135(2)(c), this temporary construction easement, which pertains to a public utility, 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:

BY: 
KELLY SHAW

COMMONWEALTH OF KENTUCKY)
)
COUNTY OF JESSAMINE)

This instrument was acknowledged, subscribed and sworn to before me by Kelly Shaw, a single person, on this the 14th day of January, ~~2020~~²⁰²¹.



Notary Public, Kentucky, State at Large

My Commission Expires: 7/10/2023

Notary ID # 626420

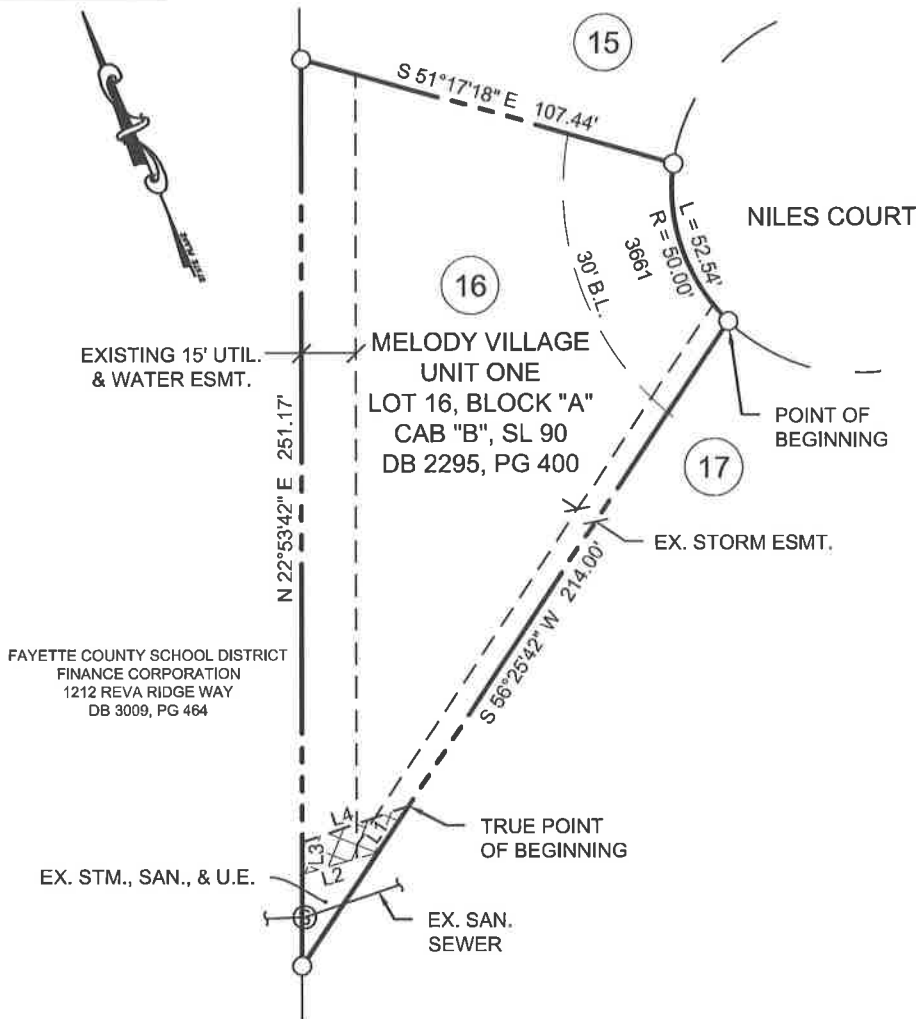
PREPARED BY:



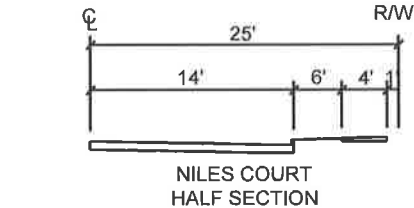
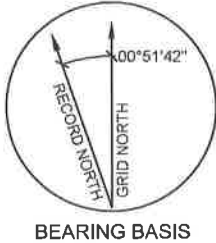
Evan P. Thompson, Attorney
Lexington-Fayette Urban
County Government
Department of Law, 11th Floor
200 East Main Street
Lexington, Kentucky 40507
(859) 258-3500

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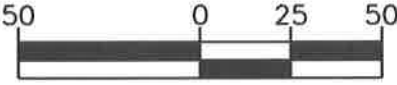
EXHIBIT A



EASEMENT LINE TABLE		
LINE #	LENGTH	BEARING
L1	15.59'	S 56°25'42" W
L2	21.59'	N 83°06'18" W
L3	8.93'	N 22°53'42" E
L4	31.01'	S 85°55'58" E



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



NOTES:

1. THE PROPERTY BOUNDARIES AND EASEMENTS SHOWN HEREON ARE BASED ON THE RECORD DESCRIPTION (DEED BOOK 2295, PAGE 400) AND CORRESPONDING AMENDED PLAT (CABINET B, SLIDE 90) OF RECORD IN THE FAYETTE COUNTY CLERK'S OFFICE. THE ORIGIN OF BEARINGS SHOWN HEREON ARE BASED ON THE NORTH AMERICAN DATUM OF 1983, STATE PLANE KENTUCKY NORTH AS OBSERVED FROM KYCORS STATION "KYTG" USING A TRIMBLE R10, 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
KELLY SHAW
3661 NILES COURT
SOUTHEASTERN HILLS TRUNK SEWER IMPROVEMENTS
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
LEXINGTON, KENTUCKY**



FIGURE 1

SEPTEMBER 2020

2815.046

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

202101190221

January 19, 2021 11:57:19 AM

Fees	\$50.00	Tax	\$.00
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Total Paid	\$50.00
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6 Pages

655 - 660