

TEMPORARY CONSTRUCTION EASEMENT

This **TEMPORARY CONSTRUCTION EASEMENT** is made and entered into this the 27 day of ~~SEPTEMBER~~ 2021, by and between **T & D PROPERTIES-LEX INC., a Kentucky corporation**, 3445 Red Coach Trail, Lexington, Kentucky 40517, 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 **THREE HUNDRED DOLLARS AND 00/100 (\$300.00)**, 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 sidewalk 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
Rosemont Garden Sidewalk Improvement Project
(a portion of 403 Rosemont Garden)
Parcel No. 9

BEGINNING at a point on the existing Rosemont Garden existing right-of-way line 15.76 feet from Rosemont Garden centerline station 4+50.18; thence with a proposed easement line, N 28 Degrees 37 Minutes 24 Seconds E, a distance of 2.51 feet to a corner of the proposed easement line; thence along the proposed easement line, S 58

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

Degrees 09 Minutes 17 Seconds E, a distance of 30.07 feet to a point on the proposed easement line; thence along the proposed easement line, N 82 Degrees 38 Minutes 16 Seconds E, a distance of 9.86 feet to a point on the proposed easement line; thence along the proposed easement line, S 57 Degrees 48 Minutes 21 Seconds E, a distance of 2.68 feet to a point on the proposed easement line; thence along the proposed easement line, S 26 Degrees 50 Minutes 04 Seconds W, a distance of 6.24 feet to a point on the proposed easement line; thence along the proposed easement line, S 58 Degrees 08 Minutes 42 Seconds E, a distance of 9.07 feet to a point on the proposed easement line; thence along the proposed easement line, S 28 Degrees 36 Minutes 41 Seconds W, a distance of 2.53 feet to a corner on the proposed easement line; thence along the proposed easement line, N 58 Degrees 08 Minutes 19 Seconds W, a distance of 50 feet to the **POINT OF BEGINNING**; and

The above described parcel contains 168 sq. ft. of temporary construction easement; and,

Being a portion of the property conveyed to T & D Properties-Lex Inc., a Kentucky Corporation, by deed dated April 1, 2021, of record in Deed Book 3831, Page 612, 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 the completion of the project.

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

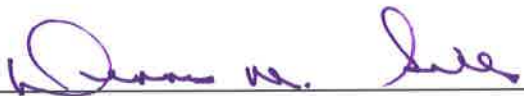
the interest conveyed herein, including all exemptions allowed by law, and does hereby covenant to and with the Grantee, its successors and assigns forever, that it is lawfully seized in fee simple of said property and has good right to sell and convey the same as herein done, and that it will **WARRANT GENERALLY** said title.

The obtaining of this easement was authorized by Resolution 616-2020, passed by the Lexington-Fayette Urban County Council on December 3, 2020. 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:

T & D PROPERTIES-LEX INC., a
Kentucky corporation

BY: 

DENNIS M. SILLS,
VICE PRESIDENT

[Intentionally Left Blank]

COMMONWEALTH OF KENTUCKY)
)
COUNTY OF FAYETTE)

This instrument was acknowledged, subscribed and sworn to before me by Dennis M. Sills, as Vice President, for and on behalf of T & D Properties-Lex Inc., a Kentucky corporation, on this the 27 day of SEPTEMBER 2021.

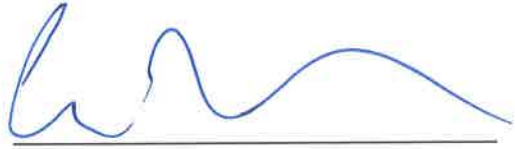


Notary Public, Kentucky, State-at-Large

My Commission Expires: 7 / 29 / 2025

Notary ID # KYNP30941

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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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

202109300085

September 30, 2021 10:02:09 AM

Fees	\$50.00	Tax	\$0.00
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Total Paid	\$50.00
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