

TEMPORARY CONSTRUCTION EASEMENT

This TEMPORARY CONSTRUCTION EASEMENT is made and entered into this the 26th day of September, 2017, by and between the BOARD OF EDUCATION OF FAYETTE COUNTY, KENTUCKY and the FAYETTE COUNTY SCHOOL DISTRICT FINANCE CORPORATION, an agency, instrumentality and constituted authority of the Board of Education of Fayette County, Kentucky both of which have a mailing address of 1126 Russell Cave Road, Lexington, Kentucky 40505, which is the in-care of tax mailing address for the current year (collectively "Grantors"), and the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, 200 East Main Street, Lexington, Kentucky 40507 ("Grantee").

WITNESSETH:

That for and in consideration of the sum of EIGHT THOUSAND TWO HUNDRED SEVENTY-FIVE AND 00/100 (\$8,275.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantors have **BARGAINED** and **SOLD** and do hereby **GIVE, GRANT**, and **CONVEY** unto Grantee, its successors and assigns, a 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 Right-of-Way Construction Easement
(a portion of 1642 Harrodsburg Road)

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

Parcel No. 165

Being a tract of land lying in Fayette County on the west side of Clays Mill Road, point of beginning being approximately 183 feet north of the intersection of Springhill Drive and Clays Mill Road, and more particularly described as follows:

Beginning at a point 34.73 feet right of Clays Mill Road at Station 214+29.69; thence North 24 Degrees 53 Minutes 42 Seconds East a distance of 92.35 feet to a point 33.98 feet right of Clays Mill Road at Station 215+22.04; thence along an arc 70.89 feet to the right, having a radius of 56.00 feet, the chord of which is North 61 Degrees 08 Minutes 42 Seconds East a distance of 66.25 feet to a point 72.71 feet right of Clays Mill Road at Station 215+75.79; thence South 67

Degrees 23 Minutes 54 Seconds West a distance of 46.00 feet to a point 41.91 feet right of Clays Mill Road at Station 215+41.62; thence South 23 Degrees 28 Minutes 24 Seconds West a distance of 113.14 feet to a point 45.64 feet right of Clays Mill Road at Station 214+28.54; thence North 58 Degrees 34 Minutes 57 Seconds West a distance of 10.97 feet to a point 34.73 feet right of Clays Mill Road at Station 214+29.69 and the POINT OF BEGINNING.

The above described parcel contains 0.030 acres (1,312 sq. ft.) of temporary construction easement.

Being a portion of the property conveyed to the Fayette County School District Finance Corporation, an agency, instrumentality and constituted authority of the Board of Education of Fayette County, Kentucky, by deed dated October 1, 1993 and of record in Deed Book 1700, Page 331 in the Fayette County Clerk's Office.

TO HAVE AND TO HOLD said easement together with all rights, appurtenances, and improvements thereunto belonging unto 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 Grantors. The temporary construction easement shall take effect upon the commencement of construction of the project and will expire upon completion of the project.

Grantors do hereby release and relinquish unto Grantee, its successors and assigns forever, all of their 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 Grantee, its successors and assigns forever, that they are lawfully seized in fee simple of said property and have good right to sell and convey the same as herein done, and that they will WARRANT SPECIALLY said title.

Upon completion of any work or construction activities performed by Grantee under the aforesaid easement, the property within said easement will be restored to as good condition or better than when said work or construction began including the installation of permanent chain link fencing. Any and all work or construction activities performed by Grantee under said easement will be conducted with adequate barricades so as to protect school children from the construction area and so as not to present any hazard affecting the safe operation of the school located near the easement area, including the installment of temporary chain link fencing, and said work or construction activities will be carried out in a manner that does not substantially interrupt or interfere with any school operations.

To the extent permitted by law, and without waiving any defense available as to any third party, including sovereign immunity, Grantee shall indemnify, defend and hold harmless Grantors from any liability or responsibility of any nature whatsoever arising directly or inadvertently from its use of the aforesaid easement unless same is caused by the negligence of Grantors, or their respective agents, employees or representatives.

The parties agree that all monetary consideration payable hereunder shall be paid solely to the Board of Education of Fayette County, Kentucky.

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. This conveyance is exempt from the transfer tax pursuant to KRS 142.050(7)(b).

IN TESTIMONY WHEREOF, the Grantors have signed this Temporary Construction Easement, this the day and year first above written

GRANTORS

BOARD OF EDUCATION OF FAYETTE
COUNTY, KENTUCKY

BY: Melissa Bacon
MELISSA BACON, CHAIRPERSON

FAYETTE COUNTY SCHOOL DISTRICT
FINANCE CORPORATION

By: Melissa Bacon
MELISSA BACON, PRESIDENT

STATE OF KENTUCKY)
) SCT.
COUNTY OF FAYETTE)

This instrument was acknowledged, subscribed and sworn to before me by Melissa Bacon, in her capacity as Board Chairperson of the Board of Education of Fayette County, Kentucky on behalf of said Board of Education and by Melissa Bacon, in her capacity as President of the Fayette County School District Finance Corporation on behalf of said corporation on this the 26th day of September, 2017.

My commission expires: July 6, 2018

Louise R. Robbins
NOTARY PUBLIC, STATE AT LARGE, KENTUCKY
NOTARY I.D. NUMBER: 514267

Prepared By:

Charles E. Edwards III

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

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

201709290220

September 29, 2017 14:53:11 PM

Fees	\$20.00	Tax	\$0.00
------	---------	-----	--------

Total Paid	\$20.00
------------	---------

THIS IS THE LAST PAGE OF THE DOCUMENT

5 Pages

542 - 546