

TEMPORARY CONSTRUCTION EASEMENT

This **TEMPORARY CONSTRUCTION EASEMENT** is made and entered into this the 17 day of November, 2016, by and between **CARON LYNN GASTENEAU and JAMES S. GASTENEAU, wife and husband; KENNETH LEE PENDYGRAFT, a single person; CARRIE ANN PENDYGRAFT (formerly ANN RICHARDSON) a single person**, 2042 Clays Mill Road, Kentucky 40503, which is the in-care of tax mailing address for the current year ("Grantors"), and **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, 200 East Main Street, Lexington, Kentucky 40507, ("Grantee").

WITNESSETH:

That for and in consideration of the sum of **SEVEN HUNDRED FIFTY DOLLARS AND 00/100 (\$750.00)**, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, said Grantors have **BARGAINED and SOLD** and do 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:

Right-of-way Temporary Construction Easement
(a portion of 2042 Clays Mill Road)

Clays Mill Road Improvement Project, Section 1
(Harrodsburg Road to New Circle Road)
Parcel No. 112

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

(CC-F)

Being a tract of land lying in Fayette County on the east side of Clays Mill Road, point of beginning being approximately 157 feet south of the intersection of Mitchell Avenue and Clays Mill Road, and more particularly described as follows:

Beginning at a point 37.31 feet right of Clays Mill Road at Station 182+47.59; thence North 23 Degrees 57 Minutes 10 Seconds East a distance of 60.00 feet to a point 37.98 feet right of Clays Mill Road at Station 183+07.40; thence South 66 Degrees 02 Minutes 50 Seconds East a distance of 9.73 feet to a point 47.72 feet right of Clays Mill Road at Station 183+07.27; thence South 14 Degrees 46 Minutes 51 Seconds West a distance of 22.95 feet to a point 51.09 feet right of Clays Mill Road at Station 182+84.67; thence South 23 Degrees 57 Minutes 10 Seconds West a distance of 7.34 feet to a point 51.00 feet right of Clays Mill Road at Station 182+77.36; thence South 55 Degrees 32 Minutes 25 Seconds West a distance of 9.22 feet to a point 46.09 feet right of Clays Mill Road at Station 182+69.59; thence South 23 Degrees 57 Minutes 10 Seconds West a distance of 22.16 feet to a point 45.88 feet right of Clays Mill Road at Station 182+47.52; thence North 66 Degrees 02 Minutes 50 Seconds West a distance of 8.56 feet to a point 37.31 feet right of Clays Mill Road at Station 182+47.59 and the POINT OF BEGINNING; and,

The above described parcel contains 0.015 acres (636 sq. ft.) of temporary construction easement; and

Being a portion of the property conveyed to Caron Lynn Gastineau, a married person; Kenneth Lee Pendygraft, a single person and Carrie Ann Pendygraft (formerly Ann Richardson), a single, by deed dated June 26, 1989, of record in Deed Book 1515, Page 336, in the Fayette County Clerk's Office.

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 construction easement runs with the land for the duration of the improvement project and is binding upon the successors and assigns of the 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 the Grantee, its successors and assigns forever, all of her 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 they are lawfully seized in fee simple of said property and have good right to sell and convey the same property interest as herein done, and that they 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.

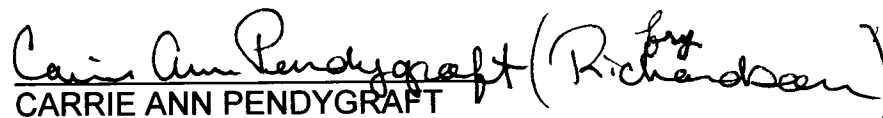
IN TESTIMONY WHEREOF, the Grantors have signed this Temporary Construction Easement, this the day and year first above written.

GRANTORS:


CARON LYNN GASTENEAU


JAMES S. GASTENEAU


KENNETH LEE PENDYGRAFT


CARRIE ANN PENDYGRAFT
(formerly ANN RICHARDSON)

COMMONWEALTH OF KENTUCKY)
COUNTY OF FAYETTE)

This instrument was acknowledged, subscribed and sworn to before me by
Caron Lynn Gasteneau and James S. Gasteneau, wife and husband, on this the 17
day of November, 2016.

Paul Wether 494244
Notary Public, Kentucky, State at Large
My Commission Expires: 7 / 29 / 2017

COMMONWEALTH OF KENTUCKY)
COUNTY OF FAYETTE)

This instrument was acknowledged, subscribed and sworn to before me by
Kenneth Lee Pendency, a single person, on this the 17 day of November, 2016.

Paul Wether 494244
Notary Public, Kentucky, State at Large
My Commission Expires: 7 / 29 / 2017

COMMONWEALTH OF KENTUCKY)
COUNTY OF FAYETTE)

This instrument was acknowledged, subscribed and sworn to before me by
Carrie Ann Pendency (formerly Ann Richardson), a single person, on this the 17 day
of NOVEMBER, 2016.

Paul Wether 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

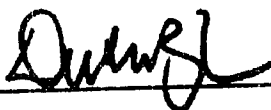
200 East Main Street

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: MELISSA STELTER ,dc

201611210093

November 21, 2016 10:24:10 AM

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

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