

**TEMPORARY CONSTRUCTION EASEMENT**

This **TEMPORARY CONSTRUCTION EASEMENT** is made and entered into this the 3<sup>rd</sup> day of February, 2017, by and between **MARY DOYLE JOHNSON, widow**, 1993 Clays Mill Road, Lexington, Kentucky 40503, 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 **ONE THOUSAND SEVENTY-FIVE DOLLARS AND 00/100 (\$1,075.00)**, 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 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 1993 1995 Clays Mill Road)**

**Clays Mill Road Improvement Project, Section 1**  
**(Harrodsburg Road to New Circle Road)**  
**Parcel No. 116**

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

LTC

Being a tract of land lying in Fayette County on the west side of Clays Mill Road, point of beginning being approximately 109 feet north of the intersection of Lane Allen Road and Clays Mill Road, and more particularly described as follows:

Beginning at a point 34.70 feet left of Clays Mill Road at Station 189+64.03; thence North 59 Degrees 23 Minutes 19 Seconds West a distance of 12.14 feet to a point 46.73 feet left of Clays Mill Road at Station 189+65.64; thence North 22 Degrees 09 Minutes 41 Seconds East a distance of 50.00 feet to a point 47.46 feet left of Clays Mill Road at Station 190+15.63; thence South 59 Degrees 23 Minutes 19 Seconds East a distance of 6.51 feet to a point 41.01 feet left of Clays Mill Road at Station 190+14.77; thence North 21 Degrees 05 Minutes 51 Seconds East a distance of 50.15 feet to a point 42.67 feet left of Clays Mill Road at Station 190+64.89; thence South 59 Degrees 23 Minutes 19 Seconds East a distance of 6.57 feet, to a point 36.16 feet left of Clays Mill Road at Station 190+64.02; thence South 22 Degrees 09 Minutes 41 Seconds West a distance of 100.00 feet to a point 34.70 feet left of Clays Mill Road at Station 189+64.03 and the POINT OF BEGINNING.

The above described parcel contains 0.021 acres (902 sq. ft.) of temporary construction easement; and

Being a portion of the property conveyed to Thomas H. Johnson and Mary Doyle Johnson, husband and wife, by deed dated January 28, 1953 of record in Deed Book 534, Page 193, in the Fayette County Clerk's Office.

Thomas Howe Johnson died testate on February 3, 2006, as evidenced by his Last Will and Testament of record in Will Book 259, Page 528 in the Fayette County Clerk's Office. At his death title passed to Mary Johnson, by survivorship.

**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 completion of the project.

Grantor does 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 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 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 Grantor has signed this Temporary Construction Easement, this the day and year first above written.

GRANTOR:


  
MARY DOYLE JOHNSON

COMMONWEALTH OF KENTUCKY )  
 )  
COUNTY OF FAYETTE )

This instrument was acknowledged, subscribed and sworn to before me by Mary Doyle Johnson, widow, on this the 3rd day of February, 2017.

  
Notary Public, Kentucky, State at Large 520566  
My Commission Expires: Oct, 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.



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By: SHEA BROWN ,dc

201702100015

February 10, 2017                      9:50:24      AM

Fees	\$20.00	Tax	\$0.00
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Total Paid	\$20.00
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