

TEMPORARY CONSTRUCTION EASEMENT

This **TEMPORARY CONSTRUCTION EASEMENT** is made and entered into this the 5 day of August, 2021, by and between **RUSSELL PIERCE and LAUREN PIERCE, husband and wife**, 409 Rosemont Garden, Lexington, 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 **THREE HUNDRED DOLLARS AND 00/100 (\$300.00)**, 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 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 409 Rosemont Garden)
Parcel No. 6

BEGINNING at a point on the existing Rosemont Garden right-of-way line 21.57 feet from Rosemont Garden centerline station 3+33.68; thence with a proposed easement line N 31 Degrees 51 Minutes 11 Seconds E, a distance of 2.50 feet to a corner of the proposed easement line; thence along the proposed easement line S 58 Degrees

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200 East Main Street
Lexington, KY 40507

08 Minutes 46 Seconds E, a distance of 14.15 feet to a point on the proposed easement line; thence along the proposed easement line S 28 Degrees 39 Minutes 54 Seconds W a distance of 2.51 feet to a point on the proposed easement line; thence along the proposed easement line N 58 Degrees 08 Minutes 20 Seconds W, a distance of 14.29 feet to the **POINT OF BEGINNING**; and

The above described parcel contains 36 sq. ft. of temporary construction easement; and

Being a portion of the property conveyed to Russell Pierce and Lauren Pierce, husband and wife, by deed dated June 26, 2020, of record in Deed Book 3763, Page 367, 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 Grantors. The temporary construction easement shall take effect upon the commencement of construction of the project and will expire upon the completion of the project.

Grantors do hereby release and relinquish unto the 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 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 as herein done, and that they will **WARRANT GENERALLY** said title.

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: PATTY DAVIS ,dc

202108090156

August 9, 2021

10:06:53 AM

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

461 - 465

TEMPORARY CONSTRUCTION EASEMENT

This **TEMPORARY CONSTRUCTION EASEMENT** is made and entered into this the 4 day of AUGUST, 2021, by and between **WCA PROPERTIES, L.L.C.**, a **Kentucky limited liability company**, 1760 Hillgate Drive, Lexington, Kentucky 40515, 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 309 Rosemont Garden)
Parcel No. 11

BEGINNING at a point on the existing Rosemont Garden right-of-way line 22.51 feet from the Rosemont Garden centerline Station 6+34.35; thence with a proposed easement line, N 39 Degrees 36 Minutes 53 Seconds E a distance of 1.76 feet to a point on the proposed easement line; thence along the proposed easement line, S 59

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Degrees 10 Minutes 22 Seconds E a distance of 3.34 feet to a point on the proposed easement line; thence along the proposed easement line, S 28 Degrees 35 Minutes 33 Seconds W a distance of 1.81 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 3.68 feet to the **POINT OF BEGINNING**; and

The above described parcel contains 6 sq. ft. of temporary construction easement; and

Being a portion of the property conveyed to WCA Properties, L.L.C., a Kentucky limited liability company, by deed dated March 9, 2015, of record in Deed Book 3303, Page 35, 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.

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: PATTY DAVIS ,dc

202108090154

August 9, 2021

10:05:56 AM

Fees	\$50.00	Tax	\$0.00
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Total Paid	\$50.00
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TEMPORARY CONSTRUCTION EASEMENT

This **TEMPORARY CONSTRUCTION EASEMENT** is made and entered into this the 5 day of AUGUST, 2021, by and between **REX HART and PAMELA HART, husband and wife**, 264 Rosemont Garden, Lexington, 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 **THREE HUNDRED DOLLARS AND 00/100 (\$300.00)**, 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 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 264 Rosemont Garden)
Parcel No. 35

BEGINNING at a point on the existing Rosemont Garden right-of-way line 21.94 feet right of centerline Station 15+12.20; thence along the existing Rosemont Garden right-of-way line, S 66 Degrees 23 Minutes 38 Seconds E a distance of 42.37 feet to a point on the existing right-of-way line; thence with a proposed easement line, S 13 Degrees

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 Lexington, KY 40507

48 Minutes 54 Seconds W a distance of 1.81 feet to a point on the proposed easement line; thence along the proposed easement line, N 66 Degrees 27 Minutes 46 Seconds W a distance of 36.74 feet to a point on the proposed easement line; thence along the proposed easement line, S 37 Degrees 14 Minutes 56 Seconds W a distance of 5.62 feet to a point on the proposed easement line; thence along the proposed easement line, N 63 Degrees 49 Minutes 15 Seconds W a distance of 4.39 feet to a point on the proposed easement line; thence along the proposed easement line, N 21 Degrees 47 Minutes 00 Seconds E a distance of 7.10 feet to the **POINT OF BEGINNING**; and

The above described parcel contains 105 sq. ft. of temporary construction easement; and

Being a portion of the property conveyed to Rex Hart and Pamela Hart, husband and wife, by deed dated September 8, 2017, of record in Deed Book 3524, Page 120, 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 Grantors. The temporary construction easement shall take effect upon the commencement of construction of the project and will expire upon the completion of the project.

Grantors do hereby release and relinquish unto the 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 the Grantee, its successors and assigns forever, that they are

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: PATTY DAVIS ,dc

202108090158

August 9, 2021

10:08:15 AM

Fees	\$50.00	Tax	\$.00
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Total Paid	\$50.00
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TEMPORARY CONSTRUCTION EASEMENT

This **TEMPORARY CONSTRUCTION EASEMENT** is made and entered into this the 5 day of AUGUST, 2021, by and between **WILLIAM J. JOHN and CATHERINE JOHN, husband and wife**, 291 Rosemont Garden, Lexington, 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 **THREE HUNDRED DOLLARS AND 00/100 (\$300.00)**, 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 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 291 Rosemont Garden)
Parcel No. 36

BEGINNING at a point on the existing Rosemont Garden right-of-way line 21.95 feet left of centerline Station 11+73.48; thence with a proposed easement line, N 60 Degrees 07 Minutes 33 Seconds E a distance of 13.58 feet to a point on the proposed easement line; thence along the proposed easement line, S 61 Degrees 27 Minutes 49

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 200 East Main Street
 Lexington, KY 40507

Seconds E a distance of 17.92 feet to a point on the proposed easement line; thence along the proposed easement line, S 25 Degrees 33 Minutes 38 Seconds W a distance of 13.11 feet to a point on the existing Rosemont Garden right-of-way line; thence along the existing right-of-way line, N 58 Degrees 03 Minutes 53 Seconds W a distance of 25.76 feet to the **POINT OF BEGINNING**; and

The above described parcel contains 271 sq. ft. of temporary construction easement; and

Being a portion of the property conveyed to William J. John and Catherine John husband and wife, by deed dated August 12, 2016, of record in Deed Book 3423, Page 114, 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 Grantors. The temporary construction easement shall take effect upon the commencement of construction of the project and will expire upon the completion of the project.

Grantors do hereby release and relinquish unto the 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 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 as herein done, and that they will **WARRANT GENERALLY** said title.

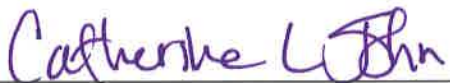
The obtaining of this easement was authorized by Resolution 616-2020, passed by the Lexington-Fayette Urban County Council on December 3, 2020. Pursuant to KRS 382.135(2)(c), this temporary construction easement, which pertains to a public right-of-way, need not contain a statement of consideration.

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

GRANTORS:



WILLIAM J. JOHN



CATHERINE JOHN

[Intentionally Left Blank]

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: PATTY DAVIS ,dc

202108090157

August 9, 2021

10:07:23 AM

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