

TEMPORARY CONSTRUCTION EASEMENT

This **TEMPORARY CONSTRUCTION EASEMENT** is made and entered into this the 3 day of September, 2021, by and between **FRANK HARPER HAWKINS, III, a single person**, 2425 Woodhill Drive, Lexington, Kentucky 40509, which is the in-care of mailing address for the current year and also the tax mailing address ("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 **TWO HUNDRED ELEVEN DOLLARS AND 00/100 CENTS (\$211.00)**, 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 stormwater 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
Peachtree Road/Woodhill Drive
Stormwater Improvement Project
(a portion of 2425 Woodhill Drive
a/k/a 300 Mulberry Drive)

All that tract or parcel of land situated at the northeast corner of the intersection of Woodhill Drive and Mulberry Drive in

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

Lexington, Fayette County, Kentucky, being more fully described as follows, to wit:

BEGINNING at the common corner of Frank Harper Hawkins, III (2425 Woodhill Drive, Deed Book 1396, Page 635) and Sarah J. Miller (301 Peachtree Road, Deed Book 2126, Page 180), being in the Woodhill Drive north right of way; thence leaving said Miller and with said Woodhill Drive, North 73°34'25" West, 25.00 feet to the TRUE POINT OF BEGINNING; thence continuing with said Woodhill Drive, North 73°34'25" West, 19.48 feet to a point in the east line of an existing 20-foot wide storm sewer easement (Plat Cabinet B, Slide 355); thence leaving said Woodhill Drive and with said storm sewer easement, North 18°57'03" East, 69.07 feet to a point in the south line of an existing 12-foot wide sanitary sewer and utility easement (Plat Cabinet B, Slide 355); thence leaving said storm sewer easement and with said sanitary sewer and utility easement, South 73°34'25" East, 29.44 feet to a point in the west line of an existing variable sanitary sewer and utility easement (Plat Cabinet B, Slide 355); thence leaving said 12-foot sanitary sewer and utility easement and with said variable sanitary sewer and utility easement, South 27°05'46" West, 70.21 feet to the TRUE POINT OF BEGINNING; and

The above described parcel contains 1,688 sq. ft. of temporary construction easement, more or less; and

Being a portion of the property conveyed to Frank Harper Hawkins, III, a single person, by deed dated February 28, 1986, of record in Deed Book 1396, Page 635, 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.

Grantee shall not disturb the tree at the North East corner of the Grantor's garage during the construction project.

Grantor does hereby release and relinquish unto the Grantee, its successors and assigns forever, all of his 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 he is lawfully seized in fee simple of said property and has good right to sell and convey the same as herein done, and that he will **WARRANT GENERALLY** said title.

The obtaining of this easement was authorized by Resolution 338-2021, passed by the Lexington-Fayette Urban County Council on June 24, 2021. Pursuant to KRS 382.135(2)(c), this temporary construction easement, which pertains to a public utility, need not contain a statement of consideration.

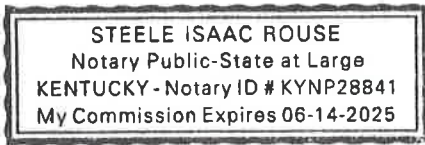
IN TESTIMONY WHEREOF, the Grantor has signed this Temporary Construction Easement, this the day and year first above written.

GRANTOR:


FRANK HARPER HAWKINS, III

COMMONWEALTH OF KENTUCKY)
)
COUNTY OF FAYETTE)

This instrument was acknowledged, subscribed and sworn to before me by Frank Harper Hawkins, III, a single person, on this the 3 day of September, 2021.






Notary Public, Kentucky, State-at-Large

My Commission Expires: 06 / 14 / 2025

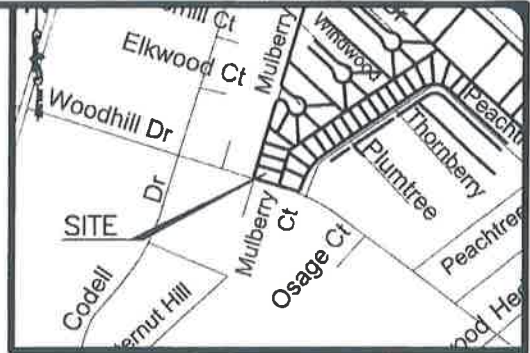
Notary ID # KYNP28841

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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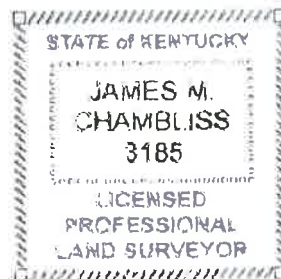
VICINITY MAP 1" = 1000'

PROP. TEMP. ESMT.(GROSS)=1,688 SQ.FT.
 PROP. TEMP. ESMT.(NET)=1,688 SQ.FT.

LAND SURVEYOR'S CERTIFICATE:

THE PROPERTY LINES SHOWN ON THIS EASEMENT EXHIBIT ARE BASED ON DEED AND/OR RECORD PLAT DATA FROM THE FAYETTE COUNTY CLERK'S OFFICE. THIS EXHIBIT DOES NOT REPRESENT A BOUNDARY SURVEY AS DESCRIBED IN 201 KAR 18:150 AND INTEGRATED ENGINEERING HAS NOT PERFORMED A BOUNDARY SURVEY FOR THE PURPOSES OF THIS EXHIBIT. THIS EXHIBIT IS NOT INTENDED TO BE USED FOR LAND TRANSFER.

James M. Chambliss PLS 3/31/21
 JAMES M. CHAMBLISS, PLS 3185 DATE



TEMPORARY CONSTRUCTION EASEMENT
 FRANK HARPER HAWKINS III
 2425 WOODHILL DRIVE
 LEXINGTON, FAYETTE COUNTY, KENTUCKY - PAGE 1 OF 2

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

202109150162

September 15, 2021 10:32:38 AM

Fees	\$53.00	Tax	\$.00
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Total Paid	\$53.00
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7 Pages

115 - 121