This **TEMPORARY CONSTRUCTION EASEMENT** is made and entered into this the 26 day of 3021, by and between **DOUGLAS MUIR**, a single **person**, 259 Rosemont Garden, 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 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 405 Rosemont Garden)
Parcel No. 8

BEGINNING at a point along the existing Rosemont Garden right-of-way line 16.08 feet from Rosemont Garden centerline Station 3+98.00; thence with a proposed easement line, N 28 Degrees 50 Minutes 25 Seconds E a distance of 10.19 feet to a corner of the proposed easement line; thence along the proposed easement line, S 61

Return to: Cynthia Cannon-Ferguson LFUCG, Dept. of Law, 11th Floor 200 East Main Street Lexington, KY 40507 Degrees 52 Minutes 40 Seconds E a distance of 3.62 feet to a point on the proposed easement line; thence along the proposed easement line, S 29 Degrees 19 Minutes 40 Seconds W a distance of 7.91 feet to a point on the proposed easement line; thence along the proposed easement line, S 58 Degrees 08 Minutes 24 Seconds E a distance of 46.43 feet to a point on the proposed easement line; thence along the proposed easement line, S 28 Degrees 37 Minutes 24 Seconds W a distance of 2.51 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 49.99 feet to the **POINT OF BEGINNING**; and

The above described parcel contains 153 sq. ft. of temporary construction easement; and

Being a portion of the property conveyed to Douglas Muir, a single person, by deed dated April 6, 2020, of record in Deed Book 3745, Page 731, 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 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 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 Grantor has signed this Temporary Construction Easement, this the day and year first above written.

GRANTOR:

DOUGLAS MUIR

COMMONWEALTH OF KENTUCKY

COUNTY OF FAYETTE

This instrument was acknowledged, subscribed and sworn to before me by Douglas Muir, a single person, on this the 26 day of ______, 2021.

Notary Public, Kentucky, State at Large

My Commission Expires: 7 /29 / 2025

Notary ID # KYN P30941

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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DEED BOOK 3862 PAGE 605

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

202107270073

July 27, 2021

9:30:52

AM

Fees

\$50.00

Tax

\$.00

Total Paid

\$50.00

THIS IS THE LAST PAGE OF THE DOCUMENT

5 Pages

This TEMPORARY CONSTRUCTION EASEMENT is made and entered into this the 28 day of ________, 2021, by and between GENEVA A. KEMP, AS TRUSTEE OF THE GENEVA A. KEMP REVOCABLE TRUST, dated December 17, 2009, 1916 Parkers Mill Road, Lexington, Kentucky 40504, 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 402 Rosemont Garden)
Parcel No. 26, Tract A

BEGINNING at a point on the existing Rosemont Garden right-of-way line 29.68 feet to the right of the Rosemont Garden centerline Station 4+45.85; thence along the existing Rosemont Garden right-of-way line, S 57 Degrees 46 Minutes 51 Seconds E a distance of 2.34 feet to a point on the existing Rosemont Garden right-of-way line; thence with

Return to: Cynthia Cannon-Ferguson LFUCG, Dept. of Law, 11th Floor 200 East Main Street Lexington, KY 40507 a proposed easement, S 32 Degrees 57 Minutes 24 Seconds W a distance of 2.03 feet to a point on the proposed easement line; thence along the proposed easement line, N 60 Degrees 23 Minutes 41 Seconds W a distance of 2.32 feet to a point on the proposed easement line; thence along the proposed easement line, N 32 Degrees 13 Minutes 09 Seconds E a distance of 2.13 feet to the **POINT OF BEGINNING**; and

The above described parcel contains 5 sq. ft. of temporary construction easement; and

Temporary Construction Easement Rosemont Garden Sidewalk Improvement Project (a portion of 402 Rosemont Garden) Parcel No. 26, Tract B

BEGINNING at a new point 29.81 feet right of the existing Rosemont Garden centerline Station 4+89.78; thence along the existing Rosemont Garden right-of-way line, S 57 Degrees 46 Minutes 51 Seconds E a distance of 8.35 feet to a point on the existing Rosemont Garden right-of-way line; thence with a proposed easement line, S 32 Degrees 13 Minutes 09 Seconds W a distance of 3.78 feet to a point on the proposed easement line; thence along the proposed easement line, N 47 Degrees 00 Minutes 56 Seconds W a distance of 8.64 feet to a point on the proposed easement line; thence along the proposed easement line, N 35 Degrees 54 Minutes 47 Seconds E a distance of 2.17 feet to the POINT OF BEGINNING; and,

The above described parcel contains 25 sq. ft. of temporary construction easement; and

Both parcels being a portion of the property conveyed to Geneva A. Kemp, as Trustee of The Geneva A. Kemp Revocable Trust, dated December 17, 2009, by deed dated December 17, 2009, of record in Deed Book 2918, Page 538, 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.

DEED BOOK 3864 PAGE 109

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

202107290236

July 29, 2021

14:39:55

PM

Fees

\$50.00

Tax

\$.00

Total Paid

\$50.00

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5 Pages

This TEMPORARY CONSTRUCTION EASEMENT is made and entered into this the 28 day of _______, 2021, by and between BARBARA PIERCE, a single person, 400 Rosemont Garden, 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 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 400 Rosemont Garden)
Parcel No. 27

BEGINNING at a point along the existing Rosemont Garden right-of-way line 29.83 feet right of Rosemont Garden centerline Station 4+97.85; thence along the existing Rosemont Garden right-of-way line, S 57 Degrees 47 Minutes 02 Seconds E a distance of 12.37 feet to a point on the existing Rosemont Garden right-of-way line; thence with

Return to: Cynthia Cannon-Ferguson LFUCG, Dept. of Law, 11th Floor 200 East Main Street Lexington, KY 40507 a proposed easement line, S 66 Degrees 56 Minutes 32 Seconds W a distance of 7.62 feet to a point on the proposed easement line; thence along the proposed easement line, N 40 Degrees 33 Minutes 14 Seconds W a distance of 8.40 feet to a point on the proposed easement line; thence along the proposed easement line, N 32 Degrees 13 Minutes 09 Seconds E a distance of 3.78 feet to the **POINT OF BEGINNING**; and

The above described parcel contains 54 sq. ft. of temporary construction easement; and

Being a portion of the property conveyed to Barbara Pierce, a single person, by deed dated December 6, 2013, of record in Deed Book 3203, Page 638, 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 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 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 Grantor has signed this Temporary Construction Easement, this the day and year first above written.

GRANTOR	
----------------	--

BARBARA PIERCE

COMMONWEALTH OF KENTUCKY)
)
COUNTY OF FAYETTE)

This instrument was acknowledged, subscribed and sworn to before me by Barbara Pierce, a single person, on this the 28 day of $3\mu\nu\gamma$, 2021.

Notary Public, Kentucky, State at Large

My Commission Expires: 7 / 29 / 2025

Notary ID # KYNP 30941

DEED BOOK 3864 PAGE 104

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

202107290235

July 29, 2021

14:39:21 PM

Fees

\$50.00

Tax

\$.00

Total Paid

\$50.00

THIS IS THE LAST PAGE OF THE DOCUMENT

5 Pages

This TEMPORARY CONSTRUCTION EASEMENT is made and entered into this the 26 day of ______, 2021, by and between BRADLEY S. CALVERT and ANN R. CALVERT, husband and wife, 304 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 304 Rosemont Garden)
Parcel No. 29

BEGINNING at a point along the existing Rosemont Garden right-of-way line 27.47 feet right of the Rosemont Garden centerline Station 7+52.28; thence along the existing Rosemont Garden right-of-way line, S 57 Degrees 22 Minutes 51 Seconds E a distance of 25.87 feet to a point on the existing Rosemont Garden right-of-way line; thence with

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

DEED BOOK 3862 PAGE 600

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

202107270072

July 27, 2021

9:30:24

AM

Fees

\$50.00

Tax

\$.00

Total Paid

\$50.00

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5 Pages