

**TEMPORARY CONSTRUCTION EASEMENT**

This **TEMPORARY CONSTRUCTION EASEMENT** is made and entered into this the 28 day of November, 2016, by and between **PAUL ROOKARD and JO ELLEN ROOKARD, husband and wife**, 112 Saratoga Court, Nicholasville, Kentucky 40356, 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 **ONE THOUSAND SEVEN HUNDRED FIFTY DOLLARS AND 00/100 (\$1,750.00)**, 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:

**Temporary Right-of-Way Construction Easement**  
**(a portion of 1892 1894 Clays Mill Road)**

**Clays Mill Road Improvement Project, Section 1**  
**(Harrodsburg Road to New Circle Road)**  
**Parcel No. 127**

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

*DTC*

Being a tract of land lying in Fayette County on the east side of Clays Mill Road, point of beginning being approximately 340 feet south of the intersection of South Bend Drive and Clays Mill Road, and more particularly described as follows:

Beginning at a point 34.91 feet right of Clays Mill Road at Station 193+24.18; thence North 23 Degrees 17 Minutes 38 Seconds East a distance of 67.75 feet to a point 35.26 feet right of Clays Mill Road at Station 193+91.92; thence South 59 Degrees 40 Minutes 22 Seconds East a distance of 41.18 feet to a point 76.10 feet right of Clays Mill Road at Station 193+86.67; thence South 23 Degrees 17 Minutes 38 Seconds West a distance of 14.94 feet to a point 76.03 feet right of Clays Mill Road at Station 193+71.73; thence North 70 Degrees 03 Minutes 45 Seconds West a distance of 26.55 feet to a point 49.52 feet right of Clays Mill Road at Station 193+70.31; thence South 23 Degrees 17 Minutes 38 Seconds West a distance of 37.69 feet to a point 49.32 feet right of Clays Mill Road at Station 193+32.63; thence South 34 Degrees 12 Minutes 11 Seconds East a distance of 8.03 feet to a point 56.07 feet right of Clays Mill Road at Station 193+28.28; thence South 23 Degrees 17 Minutes 38 Seconds West a distance of 6.82 feet to a point 56.04 feet right of Clays Mill Road at Station 193+21.46; thence North 59 Degrees 40 Minutes 22 Seconds West a distance of 21.30 feet to a point 34.91 feet right of Clays Mill Road at Station 193+24.18 and the POINT OF BEGINNING.

The above described parcel contains 0.034 acres (1491 sq. ft.) of temporary construction easement; and

Being a portion of the property conveyed to Paul Rookard and Jo Ellen Rookard, husband and wife, by deed dated February 27, 2013, of record in Deed Book 3134, Page 424, 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 their right, title, and interest in and to the property to the extent of the interests 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 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:

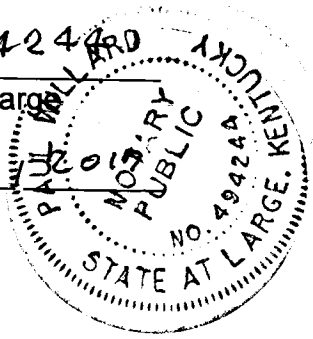
  
PAUL ROOKARD

  
JO ELLEN ROOKARD

COMMONWEALTH OF KENTUCKY )  
 )  
COUNTY OF FAYETTE )

This instrument was acknowledged, subscribed and sworn to before me by Paul Rookard and Jo Ellen Rookard, husband and wife, on this the 28 day of NOVEMBER, 2016.

Paul W. Rookard 49424480  
Notary Public, Kentucky, State at Large  
My Commission Expires: 7 / 29 / 2015



PREPARED BY:

Charles E. Edwards III  
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

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: PATTY DAVIS ,dc

201612120024

December 12, 2016                      8:36:09      AM

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

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