

TEMPORARY CONSTRUCTION EASEMENT

This **TEMPORARY CONSTRUCTION EASEMENT** is made and entered into this the 3rd day of August, 2017, by and between **BEGLEY COMPANY, a Kentucky corporation**, P.O. Box 54910, Lexington, Kentucky 40555-4910, 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 **SEVENTHOUSAND SIX HUNDRED SEVENTY DOLLARS AND 00/100 (\$7,670.00)**, 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 Construction Easement
(a portion of 1700 Harrodsburg Road)

Clays Mill Road Improvement Project, Section 1
(Harrodsburg Road to New Circle Road)
Parcel No.162

Being a tract of land lying in Fayette County on the west side of Clays Mill Road, point of beginning being approximately

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Charles E. Edwards III
LFUCG, Dept. of Law, 11th Floor
200 East Main Street
Lexington, KY 40507

47 feet south of the intersection of Springhill Drive and Clays Mill Road, and more particularly described as follows:

Beginning at a point 36.53 feet left of Clays Mill Road at Station 211+99.19; thence North 51 Degrees 13 Minutes 38 Seconds West a distance of 12.78 feet to a point 48.95 feet left of Clays Mill Road at Station 212+02.16; thence North 25 Degrees 44 Minutes 22 Seconds East a distance of 50.17 feet to a point 48.57 feet left of Clays Mill Road at Station 212+52.33; thence South 64 Degrees 15 Minutes 38 Seconds East a distance of 7.34 feet to a point 41.23 feet left of Clays Mill Road at Station 212+52.27; thence North 25 Degrees 44 Minutes 22 Seconds East a distance of 129.60 feet to a point 40.23 feet left of Clays Mill Road at Station 213+81.86; thence North 63 Degrees 33 minutes 28 Seconds West a distance of 27.01 feet to a point 67.24 feet left of Clays Mill Road at Station 213+82.40; thence North 51 Degrees 43 Minutes 22 Seconds East a distance of 17.29 feet to a point 59.55 feet left of Clays Mill Road at Station 213+97.82; thence along an arc 34.63 feet to the right, having a radius of 13.00 feet, the chord of which is South 50 Degrees 34 Minutes 27 Seconds East for a distance of 25.26 feet, to a point 35.05 feet left of Clays Mill Road at Station 213+91.72; thence South 25 Degrees 44 Minutes 22 Seconds West a distance of 192.54 feet to a point 36.53 feet left of Clays Mill Road at Station 211+99.19 and the POINT OF BEGINNING; and,

The above described parcel contains 0.043 acres (1,864 sq. ft.) of temporary construction easement;

Being a portion of the property conveyed to Begley Company, a Kentucky corporation, by General Warranty deed, dated November 21, 1990, of record in Deed Book 1567, Page 330, 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 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 have good right to sell and convey the interest herein conveyed, and that it 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:

BEGLEY COMPANY, a
Kentucky corporation



JOHN M. SCHACHT,
PRESIDENT

COMMONWEALTH OF KENTUCKY)
)
COUNTY OF FAYETTE)

This instrument was acknowledged, subscribed and sworn to before me by John M. Schacht, as President, of Begley Company, a Kentucky corporation, for and behalf of said corporation on this the 3rd day of August, 2017.

Jennifer Golson # 548505
Notary Public, Kentucky, State at Large

My Commission Expires: 1, 11, 20

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

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

201708070169

August 7, 2017

13:06:26 PM

Fees	\$20.00	Tax	\$.00
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Total Paid	\$20.00
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