

TEMPORARY CONSTRUCTION EASEMENT

This **TEMPORARY CONSTRUCTION EASEMENT** is made and entered into this the 25 day of JANUARY, 2017, by and between **PATRICIA C. BARKLEY, widow**, 2801 Clays Mill Road, 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 **ONE THOUSAND ONE HUNDRED DOLLARS AND 00/100 (\$1,100.00)**, 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 Right-of-Way Construction Easement
(a portion of 2801 Clays Mill Road)

Clays Mill Road Improvement Project, Section 1
(Harrodsburg Road to New Circle Road)
Parcel No. 41

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

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

DTC

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

Beginning at a point 37.00 feet left of Clays Mill Road at Station 141+04.95; thence North 65 Degrees 56 Minutes 44 Seconds West a distance of 9.22 feet to a point 46.22 feet left of Clays Mill Road at Station 141+04.77; thence North 23 Degrees 25 Minutes 13 Seconds East a distance of 79.33 feet to a point 48.68 feet left of Clays Mill Road at Station 141+84.06; thence North 31 Degrees 41 Minutes 10 Seconds West a distance of 18.93 feet to a point 64.53 feet left of Clays Mill Road at Station 141+94.40; thence South 65 Degrees 56 Minutes 44 Seconds East a distance of 7.04 feet to a point 57.49 feet left of Clays Mill Road at Station 141+94.54; thence along an arc 31.79 feet to the right, having a radius of 20.00 feet, the chord of which is South 20 Degrees 24 Minutes 44 Seconds East a distance of 28.55 feet, to a point 37.09 feet left of Clays Mill Road at Station 141+74.57; thence South 25 Degrees 07 Minutes 16 Seconds West a distance of 69.62 feet to a point 37.00 feet left of Clays Mill Road at Station 141+04.95 and the POINT OF BEGINNING.

The above described parcel contains 0.022 acres (943 sq. ft.) of temporary construction easement; and

Being a portion of the property conveyed to William H. Barkley, III by deed dated March 26, 1977 of record in Deed Book 1166, Page 377, in the Fayette County Clerk's Office.

William H. Barkley, III died testate on April 12, 2000. In his Last Will and Testament of record in Will Book 209, Page 659, in the Fayette County Clerk's Office, the above property was devised to his wife, Patricia C. Barkley.

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

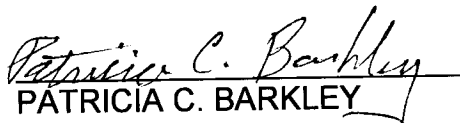
the Grantor. The temporary construction easement shall take effect upon the commencement of construction of the project and will expire upon completion of the project.

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

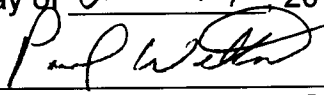
IN TESTIMONY WHEREOF, the Grantor has signed this Temporary Construction Easement, this the day and year first above written.

GRANTOR:


PATRICIA C. BARKLEY

COMMONWEALTH OF KENTUCKY)
)
COUNTY OF FAYETTE)

This instrument was acknowledged, subscribed and sworn to before me by Patricia C. Barkley, widow, on this the 25 day of JANUARY 2017.



Notary Public, Kentucky, State at Large

My Commission Expires: 7 / 29 / 2017

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

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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: EMILY GENTRY ,dc

201701300113

January 30, 2017 10:42:23 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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