

TEMPORARY CONSTRUCTION EASEMENT

This **TEMPORARY CONSTRUCTION EASEMENT** is made and entered into this the 2nd day of October, 2017, by and between **TATM I, LLC, a Kentucky limited liability company**, 811 Corporate Drive, Suite 101, 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 **NINE THOUSAND EIGHT HUNDRED SEVENTY-FIVE DOLLARS AND 00/100 (\$9,875.00)**, 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 1760 Harrodsburg Road)

Clays Mill Road Improvement Project, Section 1
(Harrodsburg Road to New Circle Road)
Parcel No. 152

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

167 feet north of the intersection of McCubbing Drive and Clays Mill Road, and more particularly described as follows:

Beginning at a point 35.88 feet left of Clays Mill Road at Station 210+89.33; thence North 65 Degrees 02 Minutes 36 Seconds West a distance of 27.16 feet to a point 63.04 feet left of Clays Mill Road at Station 210+89.17; thence North 24 Degrees 57 Minutes 32 Seconds East a distance of 71.29 feet to a point 63.46 feet left of Clays Mill Road at Station 211+60.47; thence North 44 Degrees 28 Minutes 47 Seconds East a distance of 44.15 feet to a point 48.95 feet left of Clays Mill Road at Station 212+02.16; thence South 51 Degrees 13 Minutes 38 Seconds East a distance of 12.78 feet to a point 36.53 feet left of Clays Mill Road at Station 211+99.19; thence South 24 Degrees 57 Minutes 27 Seconds West a distance of 109.86 feet to a point 35.88 feet left of Clays Mill Road at Station 210+89.33 and the POINT OF BEGINNING;

The above described parcel contains 0.063 acres (2,741 sq. ft.) of temporary construction easement; and

Being a portion of the property conveyed to TATM I, LLC, a Kentucky limited liability company, by deed dated May 1, 2015 of record in Deed Book 3311, Page 632 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 earlier of the following: (i) the completion of the project or (ii) December 31, 2024. Upon expiration and request of the Grantor, Grantee shall record a release of easement in the Office of

the Fayette County Clerk, confirming expiration of the temporary easement conveyed herein, at no cost to the Grantor.

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 has good right to sell and convey the same as herein done, and that it will **WARRANT SPECIALLY** 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:

TATM I, LLC



JEREMY CORBETT
MEMBER



CHAD VOELKERT
MEMBER

COMMONWEALTH OF KENTUCKY)
)
COUNTY OF FAYETTE)

This instrument was acknowledged, subscribed and sworn to before me by Jeremy Corbett, in his capacity as Member of TATM I, LLC, on this the 2nd day of October, 2017.

Jennifer Holson #548505
Notary Public, Kentucky, State at Large
My Commission Expires: 1, 11, 20

COMMONWEALTH OF KENTUCKY)
)
COUNTY OF FAYETTE)

This instrument was acknowledged, subscribed and sworn to before me by Chad Voelkert, in his capacity as Member of TATM I, LLC, on this the 2nd day of October, 2017.

Jennifer Holson #548505
Notary Public, Kentucky, State at Large
My Commission Expires: 1, 11, 20

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

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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: SHEA BROWN ,dc

201710060296

October 6, 2017 14:13:54 PM

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