

TEMPORARY CONSTRUCTION EASEMENT

This **TEMPORARY CONSTRUCTION EASEMENT** is made and entered into this the 13 day of DECEMBER 2016, by and between **EDNA MARIE BELCHER (f/k/a EDNA GILLUM)** and **AISA BELCHER, wife and husband**, 568 Fairfield Drive, 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 THOUSAND EIGHT HUNDRED DOLLARS AND 00/100 (\$3,800.00)**, 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 568 Fairfield Drive)

Clays Mill Road Improvement Project, Section 1
(Harrodsburg Road to New Circle Road)
Parcel No. 60

Return to:
Charles E. Edwards III
LFUCG, Dept. of Law, 11th 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 183 feet south of the intersection of Fairfield Drive and Clays Mill Road, and more particularly described as follows:

Beginning at a point 38.68 feet right of Clays Mill Road at Station 153+38.23; thence North 19 Degrees 20 Minutes 00 Seconds East a distance of 158.18 feet to a point 39.72 feet right of Clays Mill Road at Station 154+96.41; thence South 70 Degrees 40 Minutes 00 Seconds East a distance of 16.25 feet to a point 55.97 feet right of Clays Mill Road at Station 154+96.31; thence South 72 Degrees 12 Minutes 31 Seconds West a distance of 10.90 feet to a point 47.24 feet right of Clays Mill Road at Station 154+89.78; thence South 19 Degrees 20 Minutes 00 Seconds West a distance of 108.73 feet to a point 46.52 feet right of Clays Mill Road at Station 153+81.05; thence South 61 Degrees 26 Minutes 03 Seconds East a distance of 10.22 feet to a point 56.60 feet right of Clays Mill Road at Station 153+79.35; thence South 19 Degrees 20 Minutes 00 Seconds West a distance of 33.27 feet to a point 56.38 feet right of Clays Mill Road at Station 153+46.07; thence South 69 Degrees 20 Minutes 43 Seconds West for a distance of 13.27 feet to a point 46.16 feet right of Clays Mill Road at Station 153+37.61; thence North 66 Degrees 18 Minutes 19 Seconds West for a distance of 7.50 feet to a point 38.68 feet right of Clays Mill Road at Station 153+38.23 and the POINT OF BEGINNING.

The above described parcel contains 0.037 acres (1613 sq. ft.) of temporary construction easement; and

Being a portion of the property conveyed to Edna Gillum n/k/a Edna Marie Belcher, by deed dated December 30, 2008, of record in Deed Book 2855, Page 92, 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

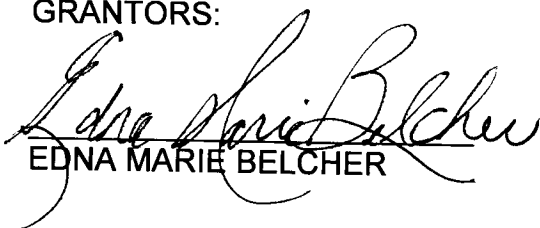
the Grantors. The temporary construction easement shall take effect upon the commencement of construction of the project and will expire upon completion of the project.

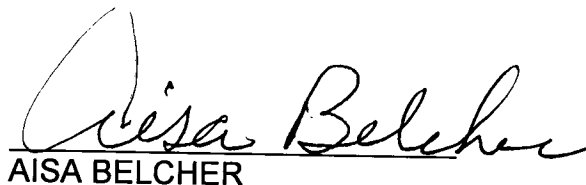
Grantors do hereby release and relinquish unto the Grantee, its successors and assigns forever, all of their right, title, and interest in and to the property to the extent of the interests conveyed herein, including all exemptions allowed by law, and do hereby covenant to and with the Grantee, its successors 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:


EDNA MARIE BELCHER


AISA BELCHER

COMMONWEALTH OF KENTUCKY)
)
COUNTY OF FAYETTE)

This instrument was acknowledged, subscribed and sworn to before me by Edna Marie Belcher and Aisa Belcher, wife and husband, on this the 13 day of DECEMBER, 2016.

Paul Willard 494244
Notary Public, Kentucky, State at Large
My Commission Expires: 7 / 29 / 2017



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: EMILY GENTRY ,dc

201612160037

December 16, 2016 10:22:10 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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