

**GRANT OF TEMPORARY EASEMENT**

This **GRANT OF TEMPORARY EASEMENT** ("Easement") is made and entered into this the 16 day of February, 2018, by and between **JPMORGAN CHASE BANK, NATIONAL ASSOCIATION, a national banking association**; successor by merger to Bank One, National Association; successor by merger to Bank One, Kentucky, National Association; successor by merger to Bank One, Lexington, National Association; successor by merger to First Security National Bank and Trust Company of Lexington; P.O. Box 1919, Wichita Falls, Texas 76307, 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 **FIFTEEN THOUSAND FOUR HUNDRED THIRTY DOLLARS AND 00/100** (\$15,430.00), the receipt and sufficiency of which is hereby acknowledged, 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 ("Improvements") 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 ("Grantor's Property"):

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

DTC

**Temporary Construction Easement (Right-of-Way)**  
**(a portion of 1617 Clays Mill Road)**

**Clays Mill Road Improvement Project, Section 1**  
**(Harrodsburg Road to New Circle Road)**  
**Parcel No. 151B**

Beginning at a point 35.15 feet left of Clays Mill Road at Station 209+74.23; thence South 71 Degrees 04 Minutes 05 Seconds West for a distance of 38.16 feet, to a point 62.45 feet left of Clays Mill Road at Station 209+47.56; thence North 57 Degrees 40 Minutes 53 Seconds East a distance of 27.74 feet, to a point 47.64 feet left of Clays Mill Road at Station 209+71.01; thence North 24 Degrees 57 Minutes 24 Seconds East a distance of 57.95 feet, to a point 48.03 feet left of Clays Mill Road at Station 210+29.05; thence North 65 Degrees 02 Minutes 36 Seconds West a distance of 5.00 feet, to a point 53.03 feet left of Clays Mill Road at Station 210+29.02; thence North 24 Degrees 57 Minutes 24 Seconds East a distance of 60.21 feet, to a point 53.39 feet left of Clays Mill Road at Station 210+89.23; thence South 65 Degrees 02 Minutes 36 Seconds East a distance of 17.51 feet to a point 35.88 feet left of Clays Mill Road at Station 210+89.33; thence South 24 Degrees 57 Minutes 28 Seconds West a distance of 115.04 feet to a point 35.15 feet left of Clays Mill Road at Station 209+74.23 and the POINT OF BEGINNING;

The above described parcel contains 0.043 acres (1,883 sq. ft.) of temporary construction easement; and

Being a portion of the property conveyed to First Security National Bank and Trust Company of Lexington (n/k/a JPMorgan Chase Bank, National Association), by deed dated May 17, 1976, of record in Deed Book 1145, Page 675, in the Fayette County Clerk's Office.

The Easement, rights and privileges are non-exclusive, and Grantor shall be permitted to utilize the Grantor's Property, including the right to convey other easements on Grantor's Property which do not conflict with Grantee's rights under this Easement.

In order to facilitate coordination of the parties' respective uses of Grantor's Property subject to the Easement and, to the extent practicable, minimize disruption of

Grantor's business activities on that property, Grantee shall provide Grantor not less than forty-eight (48) hours written notice prior to any entry onto Grantor's Property to conduct any activities that would result in disturbance of Grantor's use of the property, such notice to be provided to:

JPMorgan Chase Bank, National Association  
c/o Dallas Fletcher, Facility Manager  
Phone: 859-231-2820  
Email: [dallas.fletcher@jpmchase.com](mailto:dallas.fletcher@jpmchase.com)

JPMorgan Chase Bank, National Association  
c/o Christine Kovalcik, Asset Manager  
Phone: 810-237-3963  
Email: [Christine.m.kovalcik@jpmchase.com](mailto:Christine.m.kovalcik@jpmchase.com)

Once Grantee has commenced construction of the Improvements affecting Grantor's Property, Grantee shall diligently pursue such Improvements to completion. All Improvements affecting Grantor's Property shall be performed in a good and workmanlike manner. Upon completion of the construction and installation of the Improvements, Grantee shall, at its sole cost and expense, promptly replace and restore any structures, improvements and/or landscaping that have been relocated, removed or damaged during the construction period and shall restore Grantor's Property to as good or better condition than prior to such construction.

The parties acknowledge and agree that there may be temporary disruption at Grantor's Property during the construction work authorized hereunder. Grantee shall provide at all times a reasonable alternate means of vehicular and pedestrian access to the remainder of Grantor's property at all times, if necessary.

The Grantee shall require its construction contractor to maintain, at all time during any construction to be done during the term of this Easement, contractor's public liability insurance providing for a limit of not less than ONE MILLION AND 00/100 DOLLARS (\$1,000,000.00) per occurrence and TWO MILLION AND 00/100 DOLLARS (\$2,000,000.00) aggregate or combined single limit in general liability coverage. The Grantee shall require its contractor to add Grantor as an additional insured party on the afore-stated policy, as to the Grantor's Property, during the time period of the construction activity on Grantor's Property. Construction shall not commence until Grantor has been presented with evidence of the same in the form reasonably required by Grantor.

**TO HAVE AND TO HOLD** the above-described 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 Easement runs with the land for the duration of the Improvement project and is binding upon the successors and assigns of the Grantor. The Easement shall take effect upon the commencement of construction of the project and will expire upon completion of the project.

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 grant of Easement, which temporarily conveys public right-of-way, need not contain a statement of consideration.

**[SIGNATURES ON THE FOLLOWING PAGE]**

Grant of Temporary  
Easement  
Quitclaim Deed  
DTC

IN WITNESS WHEREOF, the Grantor has signed this ~~Quitclaim Deed~~, this the  
day and year first above written.

**GRANTOR:**

JPMORGAN CHASE BANK, NATIONAL ASSOCIATION,  
a national banking association

By: Ryan Repp

Print Name: Ryan Repp  
Executive Director

Title: \_\_\_\_\_

The foregoing instrument was acknowledged before me this 16 day of  
February, 2018 by Ryan Repp, the duly authorized  
Executive Director of JPMORGAN CHASE BANK, NATIONAL  
ASSOCIATION, a national banking association, on behalf of said national banking  
association.

Brandi Messerly  
Notary Public



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

8/5  
DTC

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: MELISSA STELTER ,dc

201803200276

March 20, 2018                      14:45:24    PM

Fees	\$23.00	Tax	\$0.00
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Total Paid	\$23.00
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6 Pages

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