

TEMPORARY CONSTRUCTION EASEMENT

This **TEMPORARY CONSTRUCTION EASEMENT** is made and entered into this the 28 day of November, 2016, by and between **SAM E. MULLINIX, JR. and PATRICIA MULLINIX, husband and wife**, 1929 Clays Mill Road, 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").

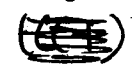
WITNESSETH:

That for and in consideration of the sum of **ONE THOUSAND TWO HUNDRED DOLLARS AND 00/100 (\$1,200.00)**, 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 1929 Clays Mill Road)

Clays Mill Road Improvement Project, Section 1
(Harrodsburg Road to New Circle Road)
Parcel No. 120

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



Being a tract of land lying in Fayette County on the west side of Clays Mill Road, point of beginning being approximately 382 feet south of the intersection of South Bend Drive and Clays Mill Road, and more particularly described as follows:

Beginning at a point 39.35 feet left of Clays Mill Road Pt2 at Station 192+83.00; thence North 59 Degrees 23 Minutes 19 Seconds West a distance of 9.66 feet to a point 48.92 feet left of Clays Mill Road Pt2 at Station 192+84.28; thence North 24 Degrees 23 Minutes 28 Seconds East a distance of 15.74 feet to a point 48.54 feet left of Clays Mill Road Pt2 at Station 193+00.02; thence North 9 Degrees 19 Minutes 52 Seconds East a distance of 28.65 feet to a point 55.31 feet left of Clays Mill Road Pt2 at Station 193+27.86; thence North 24 Degrees 35 Minutes 39 Seconds East a distance of 30.02 feet to a point 54.47 feet left of Clays Mill Road Pt2 at Station 193+57.87; thence South 59 Degrees 23 Minutes 19 Seconds East a distance of 14.18 feet to a point 40.41 feet left of Clays Mill Road Pt2 at Station 193+55.99; thence South 22 Degrees 09 Minutes 41 Seconds West a distance of 73.00 feet to a point 39.35 feet left of Clays Mill Road Pt2 at Station 192+83.00 and the POINT OF BEGINNING.

The above described parcel contains 0.021 acres (916 sq. ft.) of temporary construction easement; and

Being a portion of the property conveyed to Sam E. Mullinix, Jr. and Patricia Mullinix, husband and wife, by deed dated June 14, 1984, of record in Deed Book 1345, Page 356, 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:




SAM E. MULLINIX, JR.



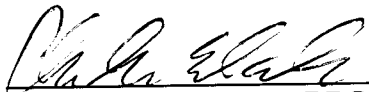
PATRICIA MULLINIX

COMMONWEALTH OF KENTUCKY)
)
COUNTY OF FAYETTE)

This instrument was acknowledged, subscribed and sworn to before me by Sam E. Mullinix, Jr. and Patricia Mullinix, husband and wife, on this the 28 day of November, 2016.

 494244
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

X:\Cases\ENGINEER\16-RE0059\RE\00555247.DOC

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: PATTY DAVIS ,dc

201612060075

December 6, 2016 9:02:12 AM

Fees	\$20.00	Tax	\$.00
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Total Paid	\$20.00
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THIS IS THE LAST PAGE OF THE DOCUMENT

5 Pages

132 - 136

TEMPORARY CONSTRUCTION EASEMENT

This **TEMPORARY CONSTRUCTION EASEMENT** is made and entered into this the 9 day of November, 2016, by and between **DANNY J. BRANHAM and BRANDA BRANHAM, husband and wife**, 1919 Clays Mill Road, 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 **ONE THOUSAND SEVENTY-FIVE DOLLARS AND 00/100 (\$1,075.00)**, 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 1919 Clays Mill Road)

Clays Mill Road Improvement Project, Section 1
(Harrodsburg Road to New Circle Road)
Parcel No. 121

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 west side of Clays Mill Road, point of beginning being approximately 309 feet south of the intersection of South Bend Drive and Clays Mill Road, and more particularly described as follows:

Beginning at a point 40.41 feet left of Clays Mill Road at Station 193+55.99; thence North 59 Degrees 23 Minutes 19 Seconds West a distance of 14.18 feet to a point 54.47 feet left of Clays Mill Road at Station 193+57.87; thence North 25 Degrees 47 Minutes 49 Seconds East a distance of 79.41 feet to a point 50.59 feet left of Clays Mill Road at Station 194+37.19; thence South 59 Degrees 23 Minutes 19 Seconds East a distance of 9.09 feet to a point 41.58 feet left of Clays Mill Road at Station 194+35.98; thence South 22 Degrees 09 Minutes 41 Seconds West a distance of 80.00 feet to a point 40.41 feet left of Clays Mill Road at Station 193+55.99 and the POINT OF BEGINNING.

The above described parcel contains 0.021 acres (921 sq. ft.) of temporary construction easement; and

Being a portion of the property conveyed to Danny J. Branham by deed dated September 8, 2006, of record in Deed Book 2673, Page 331, in the Fayette County Clerk's Office.

TO HAVE AND TO HOLD said easement 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:



DANNY J. BRANHAM



BRANDA BRANHAM

COMMONWEALTH OF KENTUCKY)
)
COUNTY OF FAYETTE)

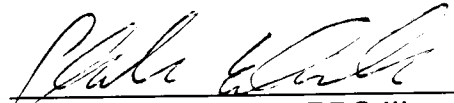
This instrument was acknowledged, subscribed and sworn to before me by Danny J. Branham and Brenda Branham, husband and wife, on this the 9 day of November, 2016.



494244
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

X:\Cases\ENGINEER\16-RE0059\RE\00553543.DOC

**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: MELISSA STELTER ,dc

201611140045

November 14, 2016 9:21:08 AM

Fees \$20.00 Tax \$.00

Total Paid \$20.00

THIS IS THE LAST PAGE OF THE DOCUMENT

5 Pages

197 - 201

TEMPORARY CONSTRUCTION EASEMENT

This **TEMPORARY CONSTRUCTION EASEMENT** is made and entered into this the 31 day of OCTOBER, 2016, by and between **LARRY D. SPILLMAN, JR. and KIMBERLY A. SPILLMAN, husband and wife**, 2224 Clays Mill Road, 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 **ONE THOUSAND TWENTY-FIVE DOLLARS AND 00/100 (\$1,025.00)**, 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:

Right-of-Way Temporary Construction Easement
(a portion of 2224 Clays Mill Road)

Clays Mill Road Improvement Project, Section 1
(Harrodsburg Road to New Circle Road)
Parcel No. 82

Being a tract of land lying in Fayette County on the east 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

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

Beginning at a point 41.39 feet right of Clays Mill Road at Station 170+54.98; thence North 25 Degrees 40 Minutes 10 Seconds East a distance of 54.99 feet to a point 41.83 feet right of Clays Mill Road at Station 171+09.97; thence South 63 Degrees 38 Minutes 19 Seconds East a distance of 8.15 feet to a point 49.97 feet right of Clays Mill Road at Station 171+09.80; thence South 27 Degrees 33 Minutes 06 Seconds West a distance of 38.80 feet to a point 48.39 feet right of Clays Mill Road at Station 170+71.03; thence South 56 Degrees 20 Minutes 06 Seconds East a distance of 33.42 feet to a point 81.45 feet right of Clays Mill Road at Station 170+66.12; thence South 25 Degrees 40 Minutes 10 Seconds West a distance of 11.94 feet to a point 81.35 feet right of Clays Mill Road at Station 170+54.17; thence North 63 Degrees 38 Minutes 05 Seconds West a distance of 39.97 feet to a point 41.39 feet right of Clays Mill Road at Station 170+54.98 and the POINT OF BEGINNING.

The above described parcel contains 0.020 acres (868 sq. ft.) of temporary construction easement; and

Being a portion of the property conveyed to Larry D. Spillman, Jr. and Kimberly A. Spillman, husband and wife, by deed dated May 19, 1995, of record in Deed Book 1786, Page 724, in the Fayette County Clerk's Office.

TO HAVE AND TO HOLD said easement 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, 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 property interest as herein conveyed, 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:


LARRY D. SPILLMAN, JR.


KIMBERLY A. SPILLMAN

COMMONWEALTH OF KENTUCKY)
)
COUNTY OF FAYETTE)

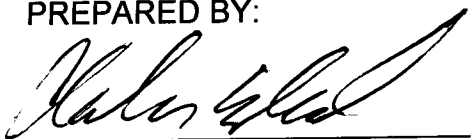
This instrument was acknowledged, subscribed and sworn to before me by Larry D. Spillman, Jr. and Kimberly A. Spillman, husband and wife, on this the 31 day of OCTOBER, 2016.

 494244

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

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: MELISSA STELTER ,dc

201611010003

November 1, 2016 8:11:58 AM

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

514 - 518

TEMPORARY CONSTRUCTION EASEMENT

This **TEMPORARY CONSTRUCTION EASEMENT** is made and entered into this the 3 day of NOVEMBER, 2016, by and between **CATHERINE P. THRUSH, single**, 2228 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 **SEVEN HUNDRED SEVENTY-FIVE DOLLARS AND 00/100 (\$775.00)**, 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 2228 Clays Mill Road)

Clays Mill Road Improvement Project, Section 1
(Harrodsburg Road to New Circle Road)
Parcel No. 81

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

Beginning at a point 40.95 feet right of Clays Mill Road at Station 169+99.99; thence North 25 Degrees 40 Minutes 10 Seconds East a distance of 54.99 feet to a point 41.39 feet right of Clays Mill Road at Station 170+54.98; thence South 63 Degrees 38 Minutes 05 Seconds East a distance of 39.97 feet to a point 81.35 feet right of Clays Mill Road at Station 170+54.17; thence South 25 Degrees 40 Minutes 10 Seconds West a distance of 4.44 feet to a point 81.32 feet right of Clays Mill Road at Station 170+49.73; thence North 69 Degrees 41 Minutes 27 Seconds West a distance of 34.01 feet to a point 47.43 feet right of Clays Mill Road at Station 170+46.83; thence South 25 Degrees 40 Minutes 10 Seconds West a distance of 28.62 feet to a point 47.20 feet right of Clays Mill Road at Station 170+18.21; thence South 25 Degrees 04 Minutes 15 Seconds East a distance of 8.53 feet to a point 53.77 feet right of Clays Mill Road at Station 170+12.76; thence South 25 Degrees 40 Minutes 10 Seconds West a distance of 13.02 feet to a point 53.66 feet right of Clays Mill Road at Station 169+99.73; thence North 63 Degrees 37 Minutes 51 Seconds West a distance of 12.72 feet to a point 40.95 feet right of Clays Mill Road at Station 169+99.99 and the POINT OF BEGINNING.

The above described parcel contains 0.015 acres (651 sq. ft.) of temporary construction easement; and

Being a portion of the property conveyed to Catherine P. Thrush, single, by deed dated December 17, 1996, of record in Deed Book 1888, Page 49, in the Fayette County Clerk's Office.

TO HAVE AND TO HOLD said easement 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 property interest 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:



CATHERINE P. THRUSH

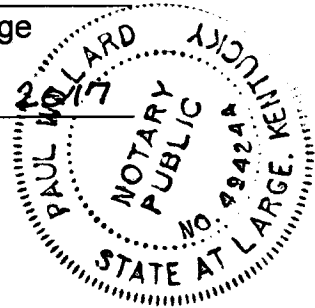
COMMONWEALTH OF KENTUCKY)
)
COUNTY OF FAYETTE)

This instrument was acknowledged, subscribed and sworn to before me by Catherine P. Thrush, single, on this the 3 day of November, 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

X:\Cases\ENGINEER\16-RE0059\RE\00552450.DOC

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: MELISSA STELTER ,dc

201611100038

November 10, 2016 9:16:34 AM

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

625 - 629

TEMPORARY CONSTRUCTION EASEMENT

This **TEMPORARY CONSTRUCTION EASEMENT** is made and entered into this the 31 day of OCTOBER, 2016, by and between **JOSEPH A. SAUNIER and DEBRA A. SAUNIER, husband and wife**, 2209 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 **SIX HUNDRED TWENTY-FIVE DOLLARS AND 00/100 (\$625.00)**, 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 2209 Clays Mill Road)

Clays Mill Road Improvement Project, Section 1
(Harrodsburg Road to New Circle Road)
Parcel No. 77

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 west side of Clays Mill Road, point of beginning being approximately 25 feet north of the intersection of Sheridan Drive and Clays Mill Road, and more particularly described as follows:

Beginning at a point 36.47 feet left of Clays Mill Road at Station 173+41.20; thence North 65 Degrees 03 Minutes 38 Seconds West a distance of 9.03 feet to a point 45.50 feet left of Clays Mill Road at Station 173+41.16; thence North 25 Degrees 12 Minutes 39 Seconds East a distance of 60.00 feet to a point 45.50 feet left of Clays Mill Road at Station 174+01.16; thence South 65 Degrees 03 Minutes 39 Seconds East a distance of 8.55 feet to a point 36.95 feet left of Clays Mill Road at Station 174+01.20; thence South 24 Degrees 44 Minutes 55 Seconds West a distance of 60.00 feet to a point 36.47 feet left of Clays Mill Road at Station 173+41.20 and the POINT OF BEGINNING.

The above described parcel contains 0.012 acres (527 sq. ft.) of temporary construction easement; and

Being a portion of the property conveyed to Joseph A. Saunier and Debra A. Saunier, husband and wife, by deed dated July 3, 1991, of record in Deed Book 1591, Page 724, in the Fayette County Clerk's Office.

TO HAVE AND TO HOLD said easement 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.

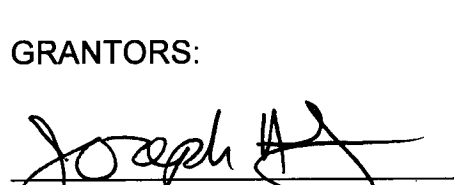
Grantors do hereby release and relinquish unto the Grantee, its successors and assigns forever, all of his right, title, and interest in and to the property, including all

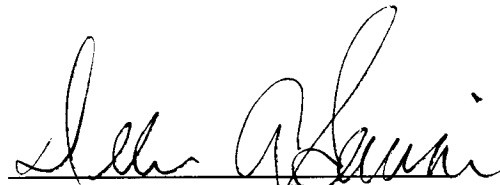
exemptions allowed by law, and do hereby covenant to and with the Grantee, its successors and assigns forever, that they are lawfully seized in fee simple of said property and have good right to sell and convey the same property interest as herein conveyed, and that they will **WARRANT GENERALLY** said 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.


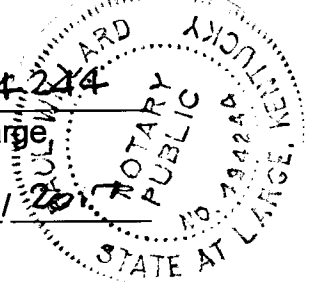
GRANTORS:


JOSEPH A. SAUNIER

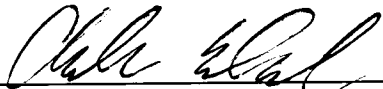

DEBRA A. SAUNIER

COMMONWEALTH OF KENTUCKY)
)
COUNTY OF FAYETTE)

This instrument was acknowledged, subscribed and sworn to before me by Joseph A. Saunier and Debra A. Saunier, husband and wife, on this the 31 day of OCTOBER, 2016.


Notary Public, Kentucky, State at Large 494244
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

X:\Cases\ENGINEER\16-RE0059\RE\00551685.DOC

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: PATTY DAVIS ,dc

201611020140

November 2, 2016 12:04:27 PM

Fees	\$20.00	Tax	\$0.00
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Total Paid	\$20.00
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THIS IS THE LAST PAGE OF THE DOCUMENT

5 Pages

251 - 255

TEMPORARY CONSTRUCTION EASEMENT

This **TEMPORARY CONSTRUCTION EASEMENT** is made and entered into this the 20 day of OCTOBER, 2016, by and between **ROBERT D. BOGGS, single**, 2779 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 **SIX HUNDRED FIFTY DOLLARS AND 00/100 (\$650.00)**, 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:

Right-of-Way Temporary Construction Easement
(a portion of 2779 Clays Mill Road)

Clays Mill Road Improvement Project, Section 1
(Harrodsburg Road to New Circle Road)
Parcel No. 48

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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200 East Main Street
Lexington, KY 40507

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

Beginning at a point 41.37 feet left of Clays Mill Road at Station 146+23.38; thence North 65 Degrees 43 Minutes 35 Seconds West a distance of 5.00 feet to a point 46.30 feet left of Clays Mill Road at Station 146+22.57; thence North 32 Degrees 01 Minutes 44 Seconds East a distance of 96.33 feet to a point 51.26 feet left of Clays Mill Road at Station 147+17.75; thence South 65 Degrees 17 Minutes 19 Seconds East a distance of 7.01 feet to a point 44.37 feet left of Clays Mill Road at Station 147+19.03; thence South 33 Degrees 38 Minutes 55 Seconds West a distance of 38.50 feet to a point 43.33 feet left of Clays Mill Road at Station 146+80.54; thence along an arc 58.08 feet to the left, having a radius of 2,291.83 feet, the chord of which is South 32 Degrees 55 Minutes 22 Seconds West for a distance of 58.07 feet and the POINT OF BEGINNING.

The above described parcel contains 0.013 acres (552 sq. ft.) of temporary construction easement; and

Being a portion of the property conveyed to Robert D. Boggs, unmarried, by deed dated May 28, 2014, of record in Deed Book 3239, Page 317, in the Fayette County Clerk's Office.

TO HAVE AND TO HOLD said easement 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 his right, title, and interest in and to the property, including all

exemptions allowed by law, and does hereby covenant to and with the Grantee, its successors and assigns forever, that he is lawfully seized in fee simple of said property and has good right to sell and convey the same property interest as herein conveyed, and that he 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:



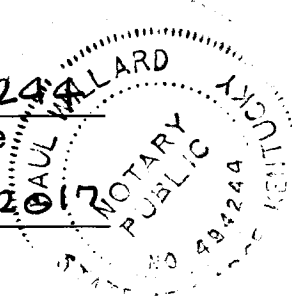
ROBERT D. BOGGS

COMMONWEALTH OF KENTUCKY)
)
COUNTY OF FAYETTE)


This instrument was acknowledged, subscribed and sworn to before me by Robert D. Boggs, single, on this the 20 day of OCTOBER, 2016.



Notary Public, Kentucky, State at Large 494244
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: PATTY DAVIS ,dc

201610310120

October 31, 2016

12:13:49 PM

Fees	\$20.00	Tax	\$0.00
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Total Paid	\$20.00
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TEMPORARY CONSTRUCTION EASEMENT

This **TEMPORARY CONSTRUCTION EASEMENT** is made and entered into this the 25th day of October, 2016, by and between **TERRY R. FIELDS and GLENDA S. FIELDS, husband and wife**, P.O. Box 1385, Richmond, Kentucky 40476, 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 **ONE THOUSAND FIVE HUNDRED FIFTY DOLLARS AND 00/100 (\$1,550.00)**, 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 Construction Easement
(a portion of 1896-1898 Clays Mill Road)

Clays Mill Road Improvement Project, Section 1
(Harrodsburg Road to New Circle Road)
Parcel No. 126

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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 408 feet south of the intersection of South Bend Drive and Clays Mill Road, and more particularly described as follows:

Beginning at a point 34.56 feet right of Clays Mill Road at Station 192+56.43; thence North 23 Degrees 17 Minutes 38 Seconds East a distance of 67.75 feet to a point 34.91 feet right of Clays Mill Road at Station 193+24.18; thence South 59 Degrees 40 Minutes 22 Seconds East a distance of 21.30 feet to a point 56.04 feet right of Clays Mill Road at Station 193+21.46; thence South 23 Degrees 17 Minutes 38 Seconds West a distance of 9.30 feet to a point 55.99 feet right of Clays Mill Road at Station 193+12.16; thence North 81 Degrees 50 Minutes 04 Seconds West a distance of 7.96 feet to a point 48.30 feet right of Clays Mill Road at Station 193+10.12; thence South 23 Degrees 17 Minutes 38 Seconds West a distance of 37.16 feet to a point 48.11 feet right of Clays Mill Road at Station 192+72.96; thence South 45 Degrees 34 Minutes 35 Seconds East a distance of 9.79 feet to a point 57.22 feet right of Clays Mill Road at Station 192+69.39; thence South 27 Degrees 53 Minutes 39 Seconds West a distance of 15.76 feet to a point 55.87 feet right of Clays Mill Road at Station 192+53.68; thence North 59 Degrees 40 Minutes 22 Seconds West a distance of 21.49 feet to a point 34.56 feet right of Clays Mill Road at Station 192+56.43 and the POINT OF BEGINNING.

The above described parcel contains 0.026 acres (1,141 sq. ft.) of temporary construction easement; and

Being a portion of the property conveyed to Terry R. Fields and Glenda S. Fields, husband and wife, by deed dated March 22, 2013, of record in Deed Book 3140, Page 436, in the Fayette County Clerk's Office.

TO HAVE AND TO HOLD said easement 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 on this land 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, 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)(a), this public utility easement is exempt from real estate transfer tax pursuant to KRS 142.050.

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

GRANTORS:


TERRY R. FIELDS


GLENDA S. FIELDS

COMMONWEALTH OF KENTUCKY)
)
COUNTY OF FAYETTE)

This instrument was acknowledged, subscribed and sworn to before me by Terry R. Fields and Glenda S. Fields, husband and wife, on this the 25 day of October, 2016.

Isaac W. Harrison
Notary Public, Kentucky, State at Large

My Commission Expires: 8 / 8 / 2020




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: MELISSA STELTER ,dc

201611010004

November 1, 2016 8:13:04 AM

Fees \$20.00 Tax \$0.00

Total Paid \$20.00

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