

**TEMPORARY CONSTRUCTION EASEMENT**

This **TEMPORARY CONSTRUCTION EASEMENT** is made and entered into this the 1 day of FEBRUARY, 2017, by and between **CAREY RILEY, a single person**, 2881 Clays Mill Road, 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 **THREE THOUSAND FIFTY DOLLARS AND 00/100 (\$3,050.00)**, 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, relocation and removal 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 2881 Clays Mill Road)**

**Clays Mill Road Improvement Project, Section 1**  
**(Harrodsburg Road to New Circle Road)**  
**Parcel No. 28**

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

(cc-f)

Being a tract of land lying in Fayette County on the west side of Clays Mill Road, point of beginning being approximately 240 feet north of the intersection of Cecil Way and Clays Mill Road, and more particularly described as follows:

Beginning at a point 39.63 feet left of Clays Mill Road at Station 133+81.01; thence North 64 Degrees 36 Minutes 58 Seconds West a distance of 5.94 feet to a point 45.44 feet left of Clays Mill Road at Station 133+79.75; thence North 37 Degrees 51 Minutes 16 Seconds East a distance of 21.17 feet to a point 45.32 feet left of Clays Mill Road at Station 134+00.92; thence North 50 Degrees 16 Minutes 47 Seconds West a distance of 12.81 feet to a point 58.13 feet left of Clays Mill Road at Station 134+01.40; thence North 34 Degrees 08 Minutes 01 Seconds East a distance of 7.99 feet to a point 58.60 feet left of Clays Mill Road at Station 134+09.38; thence South 69 Degrees 35 Minutes 39 Seconds East a distance of 12.84 feet to a point 46.33 feet left of Clays Mill Road at Station 134+13.17; thence North 25 Degrees 22 Minutes 55 Seconds East a distance of 35.49 feet to a point 53.82 feet left of Clays Mill Road at Station 134+47.87; thence South 64 Degrees 37 Minutes 05 Seconds East a distance of 14.89 feet to a point 39.26 feet left of Clays Mill Road at Station 134+51.00; thence South 37 Degrees 51 Minutes 16 Seconds West a distance of 70.00 feet to a point 39.63 feet left of Clays Mill Road at Station 133+81.01 and the POINT OF BEGINNING; and,

The above described parcel contains 0.017 acres (719 sq. ft.) of temporary construction easement; and

Being a portion of the property conveyed to Carey Riley, a single person, by deed dated July 8, 2015, of record in Deed Book 3327, Page 494, in the Fayette County Clerk's Office.

**TO HAVE AND TO HOLD** the above described temporary construction 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 have 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:

  
CAREY RILEY

COMMONWEALTH OF KENTUCKY        )  
  )  
COUNTY OF FAYETTE                )

This instrument was acknowledged, subscribed and sworn to before me by  
Carey Riley, a single person, on this the 1 day of FEBRUARY, 2017.

Paul W. [Signature]                    494244  
Notary Public, Kentucky, State at Large

My Commission Expires: 7/29/2017

PREPARED BY:

[Signature]  
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\00562045.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

201702140050

February 14, 2017                      10:42:34    AM

Fees	\$20.00	Tax	\$ .00
------	---------	-----	--------

Total Paid	\$20.00
------------	---------

THIS IS THE LAST PAGE OF THE DOCUMENT

5    Pages

13    -    17