

DEED OF CONVEYANCE

THIS DEED made and entered into this the 9th day of October, 2019, by and between **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, which has its principal office at 200 East Main Street, Lexington, Kentucky 40507, ("Grantor") and **MARILYN SUE GULLETT, unmarried**, who has a mailing address of 3531 Willowood Road, Lexington, Kentucky 40517, which is the in-care-of tax mailing address for the current tax year ("Grantee");

WITNESSETH:

That for and in consideration of the exchange of property, and other good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor has **BARGAINED** and **SOLD** and does hereby **GIVE, GRANT** and **CONVEY** unto the Grantee, her heirs and assigns forever, the following described real property, to-wit:

Being all of Lot No. 36, Block "B", Unit 2 of the Gainesway Subdivision, Lexington, Fayette County, Kentucky as shown by plat of record in Plat Cabinet C, Slide 153, in the Fayette County Clerk's Office, the improvements thereon being known and designated as 3533 Willowood Road, Lexington, Kentucky; and

Being the same property conveyed by Piper M. Craig, unmarried, to Lexington-Fayette Urban County Government, by deed dated January 16, 2003 in Deed Book 2336, Page 572, of record in the office of the Fayette County Court Clerk.

WHEREAS there is excepted and retained by the Grantor, its successors and assigns, temporary right to excavate, grade, construct, alter, re-grade and perform related work for the purpose of sanitary sewer improvements and construction, installation and relocation through and across the following tract of land located in the confines of Lexington, Fayette County, Kentucky, depicted on the attached Exhibit "A", and more particularly described as follows, to wit:

Temporary Construction Easement

Beginning at a point 87.50 feet from the owner's East property corner of Lot 36 as depicted in Plat Cabinet C, Slide 122 of the Fayette County Clerk's Records, thence with said southeast property line for one (1) call: South 56 Degrees 34 Minutes 27 Seconds West for a distance of 10.00 feet; thence with a new severance line for one (1) call: North 33 Degrees 14 Minutes 25 Seconds West for a distance of 75.00 feet; to a point on the stated parcels northwest

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

property line; thence with said property line for one (1) call: North 56 Degrees 34 Minutes 27 Seconds East for a distance of 10.00 feet; thence with a new severance line for one (1) call: South 33 Degrees 14 Minutes 25 Seconds East for a distance of 75.00 feet; to the POINT OF BEGINNING;

The above described parcel contains 0.017 acres (740.52 sq. ft.) of temporary easement.

AND, WHEREAS there is also excepted and retained by the Grantor, its successors and assigns, permanent right to excavate, grade, construct, alter, re-grade and perform related work for the purpose of sanitary sewer placement and construction, installation and relocation through and across the following tract of land located in the confines of Lexington, Fayette County, Kentucky, depicted on Exhibit "A" attached hereto, and more particularly described as follows:

Permanent Sanitary Sewer Easement

Beginning at a point 97.61 feet from the owner's East property corner of Lot 36 as depicted in Plat Cabinet C, Slide 122 of the Fayette County Clerk's Records, thence with said southeast property line for one (1) call: South 56 Degrees 34 Minutes 27 Seconds West for a distance of 15.39 feet; to a point on an existing 12 foot wide utility easement; thence with said utility easement line for one (1) call: North 33 Degrees 25 Minutes 33 Seconds West for a distance of 75.00 feet; to a point on the stated parcels northwest property line; thence with said property line for one (1) call: North 56 Degrees 34 Minutes 27 Seconds East for a distance of 15.63 feet; thence with a new severance line for one (1) call: South 33 Degrees 14 Minutes 25 Seconds East for a distance of 75.00 feet; to the POINT OF BEGINNING;

The above described parcel contains 0.027 acres (1,176.12 sq. ft.) of permanent easement.

TO HAVE AND TO HOLD in fee simple together with all rights, privileges, appurtenances and improvements thereunto belonging unto the Grantee its successors and assigns forever.

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 above-described permanent easement runs with the land in perpetuity 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 shall have the full right to use the surface of the land lying over said permanent easement for any purpose desired, provided such use will not interfere with

the Grantee's free use of the easement herein granted and provided further that no building or structure shall be erected upon, across, over or through said permanent easement without prior written consent of the Grantee.

Grantor does hereby release and relinquish unto the Grantee, its successors and assigns all of its right, title, and interest in the above-described property including all exemptions allowed by law, and does hereby covenant to and with said Grantee, its successors and assigns, that it is lawfully seized in fee simple of said property and has good right to sell and convey the same as herein done; that the title to said property is clear, perfect, and unencumbered, and that it will **WARRANT GENERALLY** the same.

PROVIDED, HOWEVER, this conveyance is made subject to any and all restrictions and/or conditions that may appear of record affecting said property hereinabove described, and from here forth the following conditions and restrictions shall apply in perpetuity to the property:

1. The outside wall of any structure must be a minimum of 25 feet (measured horizontally) from the floodplain limit, as shown on the current effective FIRM panel;
2. The lowest floor of the structure must be a minimum of 2 (two) feet above the base flood elevation, as shown in the current effective Flood Insurance Study. If there is no base flood elevation given on the property, the lowest floor must be a minimum of 1 (one) foot above the lowest ground elevation on the property;
3. No pit basements, crawl spaces or walk out basements are permitted;
4. A FEMA Elevation Certificate shall be prepared by a surveyor licensed to practice in Kentucky and submitted to LFUCG at completion of construction;
5. No dirt, rock, or other fill material may be placed on the property to elevate the ground above the elevation at the time of this transfer;
6. Only three or four plank farm type fences may be erected. **No privacy, shadow box, picket, or chain link fences shall be erected;** and
7. Conveyance of any property interest must reference and incorporate the original deed restrictions providing notice of the conditions in this section.

CONSIDERATION CERTIFICATE

The parties do hereby certify, pursuant to KRS 382.135(1)(d), that the estimated fair cash value of the property conveyed herein is \$21,245.00. This transfer is exempt from

My Commission Expires: 7 / 10 / 2023

Notary ID# 626440

COMMONWEALTH OF KENTUCKY)
)
COUNTY OF FAYETTE)

The foregoing deed was subscribed, sworn to, and acknowledged before me by Marilyn Sue Gullett, unmarried, on this the 9th day of October, 2019.




Notary Public, Kentucky, State at Large

My Commission Expires: 7 / 10 / 2023

Notary ID# 626440

PREPARED BY:



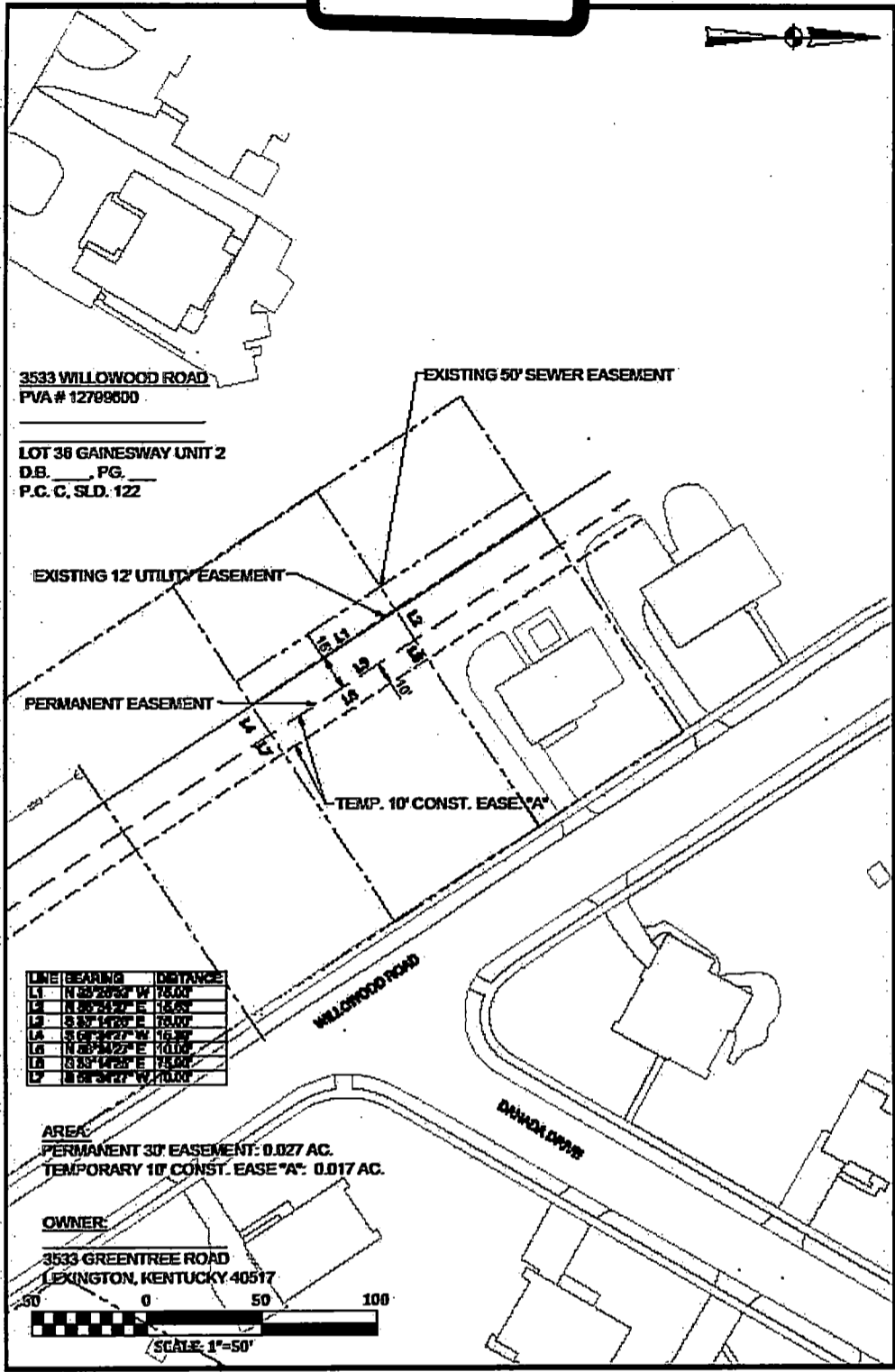
CHARLES E. EDWARD, III
Attorney
Lexington-Fayette Urban County Government
Department of Law
200 East Main Street, 11th Floor
Lexington, Kentucky 40507
(859) 258-3500

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Exhibit "A"

EXHIBIT

tabbles

A



PO. Box 1034
VERSAILLES, KENTUCKY 40383


KENTUCKY
ENGINEERING
GROUP, PLLC

**EXHIBIT SHOWING
SANITARY SEWER EASEMENT
TO BE ACQUIRED FROM**

**3533 WILLOWOOD ROAD
LEXINGTON, KENTUCKY**

Project No.	16046
Date	OCT 2018
Dwg. No.	
Sheet	

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

201910160070

October 16, 2019 10:03:43 AM

Fees	\$26.00	Tax	\$.00
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Total Paid	\$26.00
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7 Pages

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MAYOR LINDA GORTON



LEXINGTON

SUSAN B. SPECKERT
COMMISSIONER
DEPARTMENT OF LAW

To: Abigail Allan, Council Clerk
Council Clerk's Office

From: Department of Law

Date: October 22, 2019

Re: Deed of Conveyance and Permanent Sanitary Sewer and
Temporary Construction Easements
3531 and 3533 Willowood Road

Our File No. 19-RE0291
Merrick Sewer Project

Enclosed is the original recorded Deed of Conveyance and Permanent Sanitary Sewer and Temporary Construction Easements for the above property to the Urban County Government for the Merrick Sewer Project. Please file the easement with the authorizing legislation, Resolution No. 362-2019.

Please note that the attached asset acquisition forms are only for the permanent easements acquired.

If you have any questions, please let me know.

Sincerely,

A handwritten signature in black ink, appearing to read "Charles E. Edwards, III".

Charles E. Edwards, III
Attorney

Enclosure

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