

GRANT OF EASEMENT

This **EASEMENT** is made and entered into this 30th day of April, 2014, by and between **CLAUDE A. NEWBY and LIDA H. NEWBY**, husband and wife, 1824 Cantrill Drive, Lexington, Fayette County, Kentucky 40505, which is the in-care of tax mailing address for the current year ("Grantors") and the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, 200 East Main Street, Lexington, Kentucky 40507 ("Grantee");

W I T N E S S E T H:

That for and in consideration of the sum of **TEN DOLLARS AND NO/100 CENTS (\$10.00)**, and other good and valuable consideration, 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, the permanent right to lay, construct, operate, repair, reconstruct and remove a sanitary sewer line and appurtenances thereto, which sanitary sewer line and facilities shall be of such dimension, character, construction and use determined by Grantee, along, through, under and across the following tract of land located in the confines of Lexington-Fayette County, Kentucky, and more particularly described as follows:

Permanent Easement
(a portion of 751 Wilderness Road)

Wilderness Road/Woodward Lane
Sanitary Sewer Project

Being a permanent easement for sanitary sewer improvements located at 751 Wilderness Road and being more particularly described as follows:

Beginning at a point in the Grantor's northwest property line,

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Glenda Humphrey George
LFUCG Dept. of Law
200 E. Main Street
Lexington, Ky. 40507
Reso. 331-2006

(CC-F)

said point being N 46°44'06" E, 41.65 feet from the west property corner of the Grantor's property, thence S 42°14'01" E, 70.76 feet to a point in the southeast property line, thence S 48°34'43" W, 15.00 feet along the southeast property line, thence N 42°14'01" W, 70.27 feet to a point in the northwest property line, thence N 46°44'06" E, 15.00 feet to the point of beginning; containing 1,058 square feet (0.024 acres), more or less; and,

Being a portion of the same property conveyed to Claude A. Newby, a single person, by Deed dated October 26, 2002, of record in Deed Book 2320, Page 133, in the Fayette County Clerk's Office.

FURTHER, for and in consideration of the foregoing sum, 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, the temporary right to excavate, grade, construct, alter, re-grade and perform related work for the purpose of sanitary sewer construction, installation and relocation through and across the following tract of land located within the confines of Lexington-Fayette County, Kentucky, to-wit:

Temporary Construction Easements
(a portion of 751 Wilderness Road)

Wilderness Road/Woodward Lane
Sanitary Sewer Project

Being two permanent easements for sanitary sewer improvements located at 751 Wilderness Road and being more particularly described as follows:

Temporary Construction Easement - CE1

Beginning at a point in the Grantor's northwest property line, said point being N 46°44'06" E, 54.15 feet from the west property corner of the Grantor's property, thence S 42°14'01" E, 71.16 feet to a point in the southeast property line, thence S 48°34'43" W, 12.50 feet along the southeast property line, thence N 42°14'01" W, 70.76 feet to a point in the northwest

property line, thence N 46°44'06" E, 12.50 feet to the point of beginning; containing 887 square feet (0.020 acres), more or less; and,

Temporary Construction Easement – CE2

Beginning at a point in the intersection of the northwest property line of the Grantor's property and the south line of the proposed permanent easement, said point being N 46°44'06" E, 26.64 feet from the west property corner of the Grantor's property, thence S 42°14'01" E, 62.73 feet to a point, thence S 47°45'59" W, 12.50 feet to a point, thence N 42°14'07" W, 62.51 feet to a point in the northwest property line, thence N 46°44'06" E, 12.50 feet to the point of beginning; containing 783 square feet (0.018 acres), more or less; and,

Being a portion of the same property conveyed to Claude A. Newby, a single person, by Deed dated October 26, 2002, of record in Deed Book 2320, Page 133, in the Fayette County Clerk's Office.

TO HAVE AND TO HOLD the above-described easements together with all rights, privileges, appurtenances and improvements thereunto belonging unto Grantee, its successors and assigns forever, for the purposes and uses herein designated.

The above-described temporary construction easement will expire upon completion of the construction of the improvement project on the land adjacent to this easement, runs with the land for the duration of the improvement project on the adjacent land, and is binding upon the heirs and assigns of the Grantors.

Grantors do hereby covenant to and with said 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.

Grantors 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 the prior written consent of the Grantee.

The obtaining this easement was authorized by Resolution No. 331-2006 passed by the Lexington-Fayette Urban County Council on June 8, 2006. 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 Easement, the day and year first above written.

GRANTORS:



CLAUDE A. NEWBY

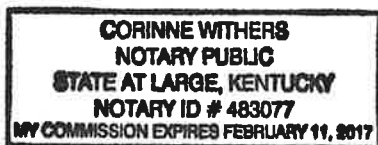


LIDA H. NEWBY

COMMONWEALTH OF KENTUCKY)
)
COUNTY OF FAYETTE)

The foregoing Easement was subscribed, sworn to and acknowledged before me by Claude A. Newby and Lida H. Newby, husband and wife on this the 30th day of April, 2014.

My commission expires: 2/11/17





Notary Public, State-at-Large, Kentucky

PREPARED BY:



**Glenda Humphrey George,
Managing 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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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: DOUG BRADLEY ,dc

201405050166

May 5, 2014 11:12:45 AM

Fees	\$23.00	Tax	\$.00
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Total Paid	\$23.00
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6 Pages

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