

GRANT OF EASEMENT

This **EASEMENT** is made and entered into this 6 day of November, 2014, by and between **KAREN COSGROVE (formerly KAREN NICHOL)**, a married person, 729 Woodward Lane, Lexington, Fayette County, Kentucky 40509, ("Grantor") and the **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 Dollars and 00/100 Cents (\$1,000.00)**, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor has **BARGAINED** and **SOLD** and does 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 729 Woodward Lane)
Wildeness Road/Woodward Lane Sanitary Sewer
Improvement Project

Being a permanent easement for sanitary sewer improvements located at 729 Woodward Lane and being more particularly described as follows:

Beginning at a point in the Grantor's northeast property line, said point being N 35°50'16" W, 5.69 feet from the east property corner of the Grantor's property; thence S 53°05'37" W, 62.23 feet to a point in the southwest property line;

Glenda Humphrey George
 LFUCG Dept. of Law
 200 E. Main Street, 11th Floor
 Lexington, Ky. 40507

thence N 34°49'51" W, 15.01 feet along the southwest property line; thence N 53°05'37" E, 61.97 feet to a point in the northeast property line; thence S 35°50'16" E, 15.00 feet to the point of beginning; Containing 914.8 square feet (0.021 acres), more or less; and,

Being a portion of the same property conveyed to Karen Nichol, a single person (now married), by Deed dated April 27, 2007, of record in Deed Book 2724, Page 276, 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, Grantor has **BARGAINED** and **SOLD** and does hereby **GIVE**, **GRANT** and **CONVEY** unto the Grantee, its successors and assigns, the temporary right to excavate, grade, construct, alter, regrade 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 729 Woodward Lane)
Wilderness Road/Woodward Lane Sanitary Sewer
Improvement Project

Being two construction easements for sanitary sewer improvements located at 729 Woodward Lane and being more particularly described as follows:

Temporary Construction Easement - CE1

Beginning at the Grantor's east property corner; thence S 53°53'17" W, 62.31 feet along the southeast property line; thence N 34°49'51" W, 4.82 feet along the southwest property line; thence N 53°05'37" E, 62.23 feet to a point in the northeast property line; thence S 35°50'16" E, 5.69 feet to the point of beginning; Containing 348.5 square feet (0.008 acres), more or less.

Temporary Construction Easement – CE2

Beginning at a point in the northeast property line of the Grantor's property; said point being N 35°50'16" W, 20.69 feet from the east property corner of the Grantor's property; thence S 53°05'37" W, 61.97 feet to a point in the southwest property line; thence N 34°49'51" W, 7.50 feet along the southwest property line; thence N 53°05'37" E, 61.83 feet to a point in the northeast property line; thence S 35°50'16" E, 7.50 feet to the point of beginning; Containing 479.2 square feet (0.011 acres), more or less; and,

Being a portion of the same property conveyed Karen Nichol, a single person (now married), by Deed dated April 27, 2007, of record in Deed Book 2724, Page 276, 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 easements will expire upon completion of the construction of the improvement project on the land adjacent to this easement, run with the land for the duration of the improvement project on the adjacent land, and are binding upon the heirs and assigns of the Grantor.

Grantor does hereby covenant to and with said 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 as herein, and that she will **WARRANT GENERALLY** said title.

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 the prior written consent of the Grantee.

The obtaining of this easement was authorized by Resolution No. 594-2014 passed by the Lexington-Fayette Urban County Council on October 23, 2014. Pursuant to KRS 382.135(2)(a), this public utility easement is exempt from the requirements related to certificate of consideration. This conveyance is exempt from real estate transfer tax pursuant to KRS 142.050.

IN TESTIMONY WHEREOF, the Grantor has signed this Easement, the day and year first above written.

GRANTOR:

BY: Karen Cosgrove
KAREN COSGROVE (formerly
KAREN NICHOL)

COMMONWEALTH OF KENTUCKY)
)
COUNTY OF FAYETTE)

The foregoing Easement was subscribed, sworn to and acknowledged before me by Karen Cosgrove (formerly Karen Nichol), a married person on this the 6th day of November, 2014.

My commission expires: January 3, 2018

Shannon Shields 503089
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: EMILY GENTRY ,dc

201411120024

November 12, 2014 8:36:47 AM

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

1 - 6