

DEED OF EASEMENT

This **DEED OF EASEMENT** is made and entered into this 23 day of MAY, 2018, by and between **JOHN ROBERT WILLCUTT and PENNYE JEAN WILLCUTT, husband and wife**, 406 Rosemont Garden, Lexington, Kentucky 40503 ("Grantors"), which is also the in-care of tax mailing address for the current tax year, 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 **SIX HUNDRED DOLLARS AND NO CENTS (\$600.00)**, 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 temporary right to lay, construct and install sidewalks and other related improvements, which 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:

Temporary Construction Easement
Southland Drive Sidewalk Improvement Project
Parcel No. 2
(a portion of 527 Southland Drive)

Charles E. Edwards, III
LFUCG Department of Law
200 East Main Street, 11th Floor
Lexington, Kentucky 40507

(CC-F)

A certain tract of land lying in Fayette County, Kentucky, approximately 0.95 miles northwest of the Nicholasville Road/Southland Drive intersection, point of beginning 287.50 feet south of the Rosemont Garden/Southland Drive intersection and being more particularly described as follows:

Beginning at a point 50.35 feet left of the Southland Drive centerline station 102+79.04 said point being on the existing right-of-way; thence North 74 degrees 42 minutes 7 seconds East a distance of 9.40 feet to a point 59.68 feet left of the Southland Drive centerline station 102+77.88; thence South 8 degrees 54 minutes 15 seconds East a distance of 64.20 feet to a point 58.02 feet left of the Southland Drive centerline station 103+45.54; thence South 64 degrees 5 minutes 7 seconds West a distance of 8.17 feet to a point 49.98 feet left of Southland Drive centerline station 103+46.96; thence North 10 degrees 7 minutes 40 seconds West a distance of 65.00 feet to the POINT OF BEGINNING, containing 559 square feet or 0.0128 acres; and,

Being a portion of the same property conveyed to John Robert Willcutt and Pennyne Jean Willcutt, husband and wife, by deed dated November 4, 2004, recorded in Deed Book 2506 Page 315, in the Fayette County Clerk's Office.

TO HAVE AND TO HOLD the above-described easement together with all rights, privileges, appurtenances and improvements thereunto belonging unto 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 the adjacent land and is binding upon the heirs and assigns of the Grantors. The temporary construction easement will expire upon completion of the construction of the improvement project on the land adjacent to this easement.

Grantors shall have the full right to use the surface of the land lying

over said temporary 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 temporary easement without the prior written consent of the Grantee.

And the 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 interest granted herein, and that they will **WARRANT GENERALLY** said title.

The obtaining of this easement was authorized by Resolution No. 263-2018 passed by the Lexington-Fayette Urban County Council on May 3, 2018. 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 Grantors have signed this Easement, the day and year first above written.

GRANTORS:

BY: 
JOHN ROBERT WILLCUTT

BY: 
PENNY JEAN WILLCUTT

COMMONWEALTH OF KENTUCKY)
)
COUNTY OF FAYETTE)

The foregoing Easement was subscribed, sworn to and acknowledged before me by John Robert Willcutt and Penny Jean Willcutt, husband and wife, on this the 23 day of MAY, 2018.

My commission expires: 7-29-2021

 583153
Notary Public, State-at-Large, Kentucky

PREPARED BY:



Charles E. Edwards, 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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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

201805240156

May 24, 2018

13:23:25 PM

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