

**GRANT OF EASEMENT**

This **EASEMENT** is made and entered into this 20th day of November ~~December~~, 2014, by and between **EDNA J. POTTS**, a single person, 562 Wilderness Road, Lexington, Fayette County, Kentucky 40509 ("Grantor"), which is the in-care of tax mailing address for the current year, 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 **Ten Dollars and 00/100 Cents (\$10.00)**, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor has **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 562 Wilderness Road)**  
**Wilderness Road/Woodward Lane Sanitary Sewer**  
**Improvement Project**

Being a permanent easement for sanitary sewer improvements located at 562 Wilderness Road and being more particularly described as follows:

Beginning at a point in Grantor's northwest property line, said point being S 40°50'33" W, 28.31 feet from the north property corner of the Grantor's property; thence S 48°17'40" E, 103.68 feet to a point in the southeast property line; thence S

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Glenda Humphrey George  
 LFUCG Dept. of Law  
 200 E. Main Street  
 Lexington, Ky. 40507  
 Reso. 354-2014

40°50'33" W, 15.00 feet along the southeast property line; thence N 48°17'40" W, 103.68 feet to a point in the northwest property line; thence N 40°50'33" E, 15.00 feet along the northwest property line to the point of beginning; containing 1,555 square feet (0.036 acres), more or less; and,

Being a portion of the same property conveyed to Edna J. Potts, a single person, by Deed dated June 5, 2006, of record in Deed Book 2657, Page 385, 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 Easement**  
**(a portion of 562 Wilderness Road)**  
**Wilderness Road/Woodward Lane Sanitary Sewer**  
**Improvement Project**

Being a temporary construction easement for sanitary sewer improvements located at 562 Wilderness Road and being more particularly described as follows:

**Temporary Construction Easement - CE1**

Beginning at a point in Grantor's northwest property line, said point being S 40°50'33" W, 15.81 feet from the north property corner of the Grantor's property; thence S 48°17'40" E, 15.72 feet to a point; thence S 41°42'20" W, 12.50 feet to a point; thence N 48°17'40" W, 15.53 feet to a point in the northwest property line; thence N 40°50'33" E, 12.50 feet along the northwest property line to the point of beginning; containing 195 square feet (0.005 acres), more or less; and,

**Temporary Construction Easement – CE2**

Beginning at a point in Grantor's southeast property line, said point being S 40°50'33" W, 15.40 feet from the east property corner of the Grantor's property; thence S 40°50'33" W, 12.50 feet along the southeast property line; thence N 48°17'40" W, 53.09 feet to a point; thence N 41°42'20" E, 12.50 feet to a point; thence S 48°17'58" E, 52.90 feet to the point of beginning; containing 662 square feet (0.015 acres), more or less; and,

**Temporary Construction Easement – CE3**

Beginning at a point in the intersections of the northwest property line of the Grantor's property and the south line of the proposed permanent easement, said point being S 40°50'33" W, 43.32 feet from the north property corner of the Grantor's property; thence S 48°17'40" E, 103.68 feet to a point in the southeast property line; thence S 40°50'33" W, 12.50 feet along the southeast property line; thence N 48°17'40" W, 103.68 feet to a point in the northwest property line; thence N 40°50'33" E, 12.50 feet along the northwest property line to the point of beginning; containing 1,296 square feet (0.030 acres), more or less; and,

Being a portion of the same property conveyed to Edna J. Potts, a single person, by Deed dated June 5, 2006, of record in Deed Book 2657, Page 385, 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 Grantor.

Grantor does hereby covenant to and with 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. 354-2014 passed by the Lexington-Fayette Urban County Council on July 1, 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: Edna J. Potts  
 EDNA J. POTTS

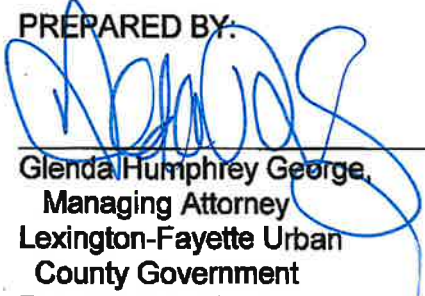
COMMONWEALTH OF KENTUCKY     )  
   )  
 COUNTY OF FAYETTE    )

The foregoing Easement was subscribed, sworn to and acknowledged before me by Edna J. Potts, a single person, on this the 20th day of November, 2014.

My commission expires: 02/25/2016

Deborah Sue Catchings 459348  
 Notary Public, State-at-Large, Kentucky

PREPARED BY:



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Glenda Humphrey George,  
Managing Attorney  
Lexington-Fayette Urban  
County Government  
Department of Law  
200 East Main Street  
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: PATTY DAVIS ,dc

201412040099

December 4, 2014                      11:06:06    AM

Fees                      \$23.00            Tax                      \$ .00

Total Paid                              \$23.00

**THIS IS THE LAST PAGE OF THE DOCUMENT**

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