

# Easement Release Agreement

THIS EASEMENT RELEASE AGREEMENT, hereinafter, "Agreement", is made and entered into on this the \_\_\_\_\_ day of \_\_\_\_\_ 2017, by and between JOHN R. and REBECCA H. FARRIS, a married couple, whose mailing address is 317 Hart Road, Lexington, Kentucky 40502, hereinafter, "First Party"; and the LEXINGTON-FAYETTE URBAN GOVERNMENT, which holds itself out to the public to be an urban-county government organized pursuant to Chapter 67 of the Kentucky Revised Statutes, whose principal office and place of business is located at 200 East Main Street, Lexington, Kentucky 40507, hereinafter, "Second Party."

## WITNESSETH:

W H E R E A S , First Party is the owner of a tract of real property known as 1741 Lakewood Lane, Lexington, Kentucky, which is more particularly described as: Parcel-1 and Parcel-2, as depicted on the Easement & Consolidation Minor Subdivision Plat of 1741 LAKEWOOD LANE, hereinafter "the record plat", which is recorded in the Fayette County Clerk's Office in Plat Cabinet "R", Slide 569, and in the deed of record whereby the subject property was conveyed to the First Party by RJK ECONOMICS, LLC, a Kentucky limited liability company, said deed being of record in Deed Book 3473, Page 85 in the Fayette County Clerk's Office.

W H E R E A S , Second Party is the beneficiary of a 10 foot wide, utility easement, which spans the 150 foot width of the aforesaid, Parcel-2, as depicted on the record plat. The portion of said easement, which is being requested to be released – hereinafter, “easement release area” - is described in the legal description provided in Exhibit "A", and which is attached hereto and incorporated herein by reference. The easement release area is highlighted as a shaded area on a drawing presented on Exhibit "B", which is also attached hereto and incorporated herein by reference.

W H E R E A S , First Party, as the owner of the subject property, proposes to construct on the subject property a single-family residence at a location which would encroach on a sizable portion of the aforesaid utility easement, and First Party would like to have released from said utility easement the 126 foot section of said utility easement, which is depicted on EXHIBIT “B”, and which is described in EXHIBIT “A”.

W H E R E A S , the First Party requests that the Second Party agree to totally release the Second Party's interest in the aforesaid easement release area, and the parties have now reached an agreement which they desire to reduce to writing.

N O W T H E R E F O R E , in consideration of the foregoing and of the mutual promises and covenants herein contained, the receipt and sufficiency of consideration being hereby acknowledged, it is agreed by and between the parties hereto as follows:

Second Party hereby consents to totally release its interest in the utility easement as described and set forth hereinabove.

I N W I T N E S S W H E R E O F , the parties hereto have executed this Agreement on this the day and year first above written.

**FIRST PARTY:**

JOHN R. FARRIS

*John R. Farris*

Signature:

*John R. Farris*

Name written out:

REBECCA H. FARRIS

*Rebecca Farris*

Signature:

*Rebecca H. Farris*

Name written out

**SECOND PARTY**

For and on behalf of  
LEXINGTON-FAYETTE URBAN COUNTY  
GOVERNMENT

Signature:

Title:

**Acknowledgement**

COMMONWEALTH OF KENTUCKY )

) *Scilicet*

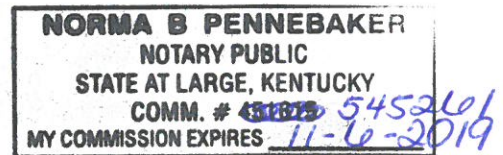
COUNTY OF FAYETTE )

The foregoing *Easement Release Agreement* was subscribed, sworn to (or attested to), and acknowledged before me by a man and a woman, either known to me or proven to my satisfaction to be JOHN R. FARRIS and REBECCA H. FARRIS on this the 17 day of April in the year two thousand and seventeen.

Norma B Pennebaaker  
Notary Public, State-at-Large, KENTUCKY  
My Notary I. D. No. is 545261

My commission expires: 11-6-2019

**Acknowledgement**



COMMONWEALTH OF KENTUCKY )

) *Scilicet*

COUNTY OF FAYETTE )

The foregoing *Easement Release Agreement* was subscribed, sworn to (or attested to), and acknowledged before me by a person either known to me or proven to my satisfaction to be \_\_\_\_\_, whose title is \_\_\_\_\_ of LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT on this the \_\_\_\_ day of \_\_\_\_\_ in the year two thousand and seventeen.

\_\_\_\_\_  
Notary Public, State-at-Large, KENTUCKY  
My Notary I.D. No. is: \_\_\_\_\_

My commission expires: \_\_\_\_\_

**This instrument was prepared by:**

John R. Farris

John R. Farris  
317 Hart Road  
Lexington, Kentucky 40502

Tel: (859) 317-1999

# EXHIBIT "A"

## LEGAL DESCRIPTION

of the

### Easement Release Area

Pertinent to the Property

of

### JOHN R. and REBECCA H. FARRIS

at

1741 Lakewood Lane / Lexington, Fayette County, Kentucky

All of that tract or parcel of land located northeast of Lakewood Lane, northwest of Lakes Edge Drive, and southwest of Lakewood Drive in the city of Lexington, in the county of Fayette, in the Commonwealth of Kentucky, within the boundary of that real property designated as 1741 Lakewood Lane, and being more particularly described and bounded as follows, to wit:

COMMENCING at a point in the northeasterly right-of-way line of Lakewood Lane, where said right-of-way line is intersected by the southeasterly property line of Lot-8 of Lakeview Acres Subdivision, Unit-6, which is of record in the Office of the Fayette County Clerk in Plat Cabinet "D", Slide 14, said point being monumented by an Iron Pin; thence, departing from said right-of-way line and following the property line of said Lot-8, N53°14'00"E 150.00 feet to a point, said point being the common boundary line between Parsel-1 and Parcel-2 of the Easement & Consolidation Minor Subdivision Plat of 1741 LAKEWOOD LANE, which is of record in the Fayette County Clerk's Office in Plat Cabinet "R", Slide-569, hereinafter, "the record plat"; thence, departing from said property line and following the southwesterly boundary line of a 10 foot wide, utility easement as depicted on the record plat; S36°46'00"E 12.00 feet to a point, said point being the **TRUE POINT OF BEGINNING**; said True Point of Beginning also being at an intersection with the southeasterly boundary of a 12 foot wide, electric, telephone and cable easement (Plat Cabinet "R", Slide-569); thence, departing from the aforesaid, common boundary line of Parcels 1 & 2, and severing said 10 foot wide utility easement, N 53°14'00" E 10.00 feet to a point in the northeasterly

boundary line of said 10 foot wide utility easement, thence, following the northeasterly boundary line of said easement, S36°46'00"E 126.00 feet to a point, said point being at an intersection with the northwesterly boundary line of another 12 foot wide, electric, telephone and cable easement; thence, again severing said 10 foot wide utility easement, S53°14'00"E 10.00 feet to a point in the southwesterly boundary line of the aforesaid, 10 foot wide, utility easement, thence, following the southwesterly boundary line of the aforesaid, 10 foot wide, utility easement, N36°46'00"W 126.00 feet to the true point of beginning and containing a gross and net area of 1,260.00 square feet (0.0289 acre).

**End of Legal Description**

