

TEMPORARY CONSTRUCTION EASEMENT
PERMANENT SANITARY SEWER EASEMENT

This **TEMPORARY CONSTRUCTION EASEMENT AND PERMANENT SANITARY SEWER EASEMENT** is made and entered into this the 5th day of October, 2019, by and between **MARILYN SUE GULLETT**, unmarried, 3531 Willowood Road, Lexington, Kentucky 40517, which is the in-care of tax mailing address for the current year ("Grantor"), and **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, 200 East Main Street, Lexington, Kentucky 40507, ("Grantee").

WITNESSETH:

That for and in consideration of the exchange of property, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, said Grantor has **BARGAINED** and **SOLD** and does hereby **GIVE, GRANT** and **CONVEY** unto the Grantee, its successors and assigns, temporary right to excavate, grade, construct, alter, re-grade and perform related work for the purpose of sanitary sewer improvements and construction, installation and relocation through and across the following tract of land located in the confines of Lexington, Fayette County, Kentucky, depicted on the attached Exhibit "A", and more particularly described as follows, to wit:

Temporary Right-of-Way Construction Easement
West Hickman Trunk Sewer D
(a portion of 3531 Willowood Road)

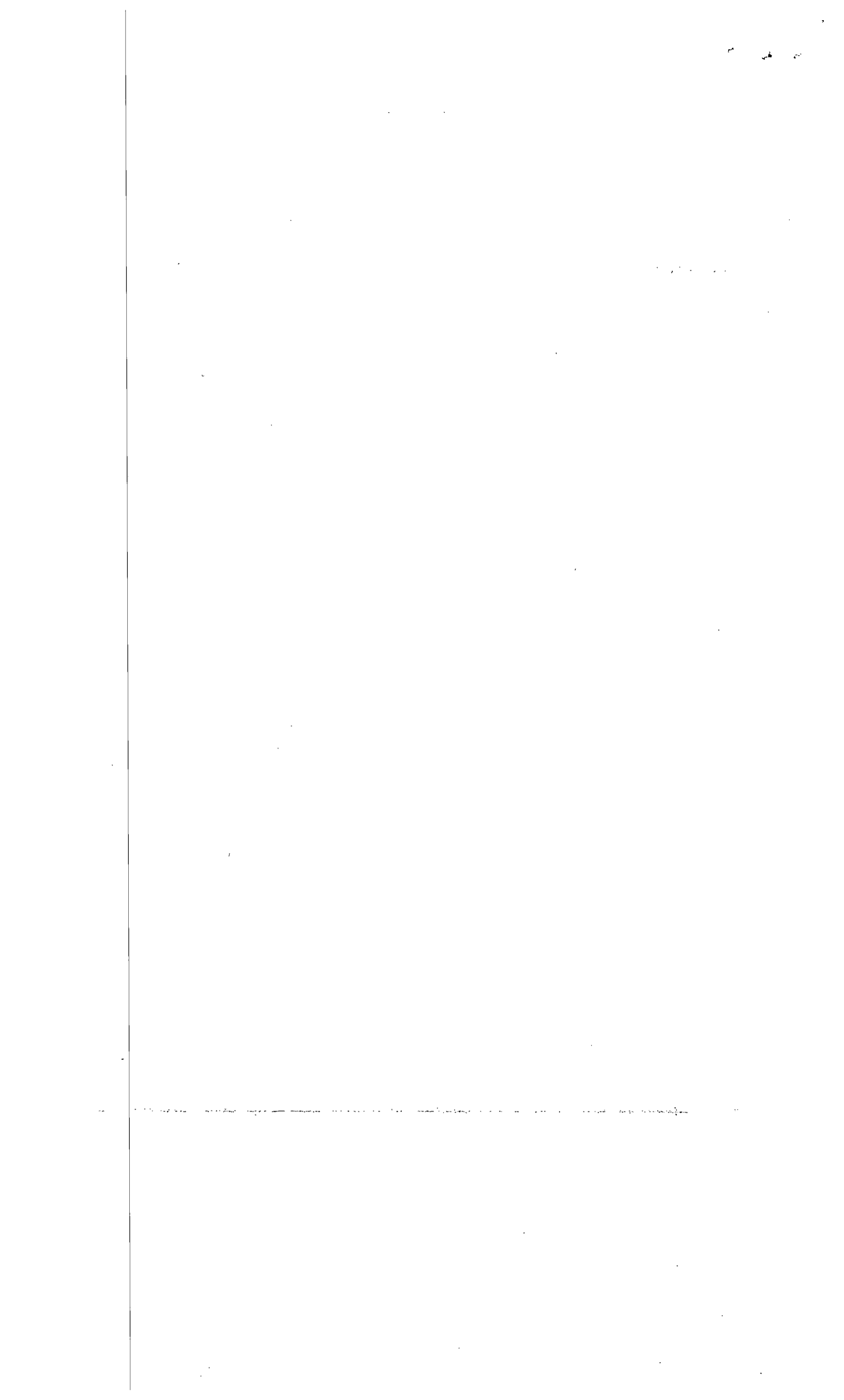
Beginning at a point 87.41 feet from the owner's East property corner of Lot 35 as depicted in Plat Cabinet C, Slide 122 of the Fayette County Clerk's Records, thence with said southeast property line for one (1) call: South 56 Degrees 34 Minutes 27 Seconds West for a distance of 10.00 feet; thence with a new severance line for one (1) call: North 33 Degrees 14 Minutes 25 Seconds West for a distance of 75.00 feet; to a point on the stated parcels northwest property line; thence with said property line for one (1) call: North 56 Degrees 34 Minutes 27 Seconds East for a distance of 10.00 feet; thence with a new severance line for one (1) call: South 33 Degrees 14 Minutes 25 Seconds East for a distance of 75.00 feet; to the POINT OF BEGINNING;

The above described parcel contains 0.017 acres (740.52 sq. ft.) of temporary construction easement; and

Being a portion of the property conveyed to Mary Steigerwald, single and Marilyn Sue Gullett, single, by deed dated January 11, 2007, of record in Deed Book 2701, Page 733; and to Marilyn Sue Gullett, unmarried, by deed dated

Return to:
Charles E. Edwards III
LFUCG, Dept. of Law, 11th Floor
200 East Main Street
Lexington, KY 40507

(CC-F)



December 5, 2018, of record in Deed Book 3633, Page 544
in the Fayette County Clerk's Office.

FURTHER, for and in consideration of the property exchange hereinbefore mentioned, 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, permanent right to excavate, grade, construct, alter, re-grade and perform related work for the purpose of sanitary sewer placement and construction, installation and relocation through and across the following tract of land located in the confines of Lexington, Fayette County, Kentucky, depicted on Exhibit "A" attached hereto, and more particularly described as follows:

Permanent Sanitary Sewer Easement
West Hickman Trunk Sewer D
(a portion of 3531 Willowood Road)

Beginning at a point 97.37 feet from the owner's East property corner of Lot 35 as depicted in Plat Cabinet C, Slide 122 of the Fayette County Clerk's Records, thence with said southeast property line for one (1) call: South 56 Degrees 34 Minutes 27 Seconds West for a distance of 15.63 feet; to a point on an existing 12 foot wide utility easement; thence with said utility easement line for one (1) call: North 33 Degrees 25 Minutes 33 Seconds West for a distance of 75.00 feet; to a point on the stated parcels northwest property line; thence with said property line for one (1) call: North 56 Degrees 34 Minutes 27 Seconds East for a distance of 15.87 feet; thence with a new severance line for one (1) call: South 33 Degrees 14 Minutes 25 Seconds East for a distance of 75.00 feet; to the POINT OF BEGINNING;

The above described parcel contains 0.027 acres (1,176.12 sq. ft.) of permanent easement; and

Being a portion of the property conveyed to Mary Steigerwald, single and Marilyn Sue Gullett, single, by deed dated January 11, 2007, of record in Deed Book 2701, Page 733; and to Marilyn Sue Gullett, unmarried, by deed dated December 5, 2018, of record in Deed Book 3633, Page 544 in the Fayette County Clerk's Office.

TO HAVE AND TO HOLD the above-described easements together with all rights, 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 runs with the land for the duration of the improvement project and is binding upon the successors and assigns of the Grantor. The above-described permanent easement runs with the land in perpetuity

and is binding upon the successors and assigns of the Grantor. The temporary construction easement shall take effect upon the commencement of construction of the project and will expire upon completion of the project.


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 prior written consent of the Grantee.

Grantor does hereby release and relinquish unto the Grantee, its successors and assigns forever, all of her right, title, and interest in and to the property to the extent of the interests conveyed herein, including all exemptions allowed by law, and does hereby covenant to and with the 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 easements as herein done, and that she will **WARRANT GENERALLY** said title.

The obtaining of this easement was authorized by Resolution 362-2019, passed by the Lexington-Fayette Urban County Council on July 2, 2019. Pursuant to KRS 382.135(2)(a), this temporary construction easement and permanent sanitary sewer easement, which pertain to a public utility, need not contain a statement of consideration.

IN TESTIMONY WHEREOF, the Grantor has signed this Temporary Construction Easement and Permanent Sanitary Sewer Easement, this the day and year first above written.

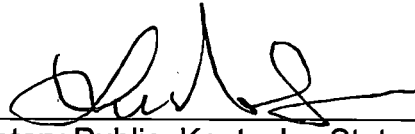
GRANTOR:



 MARILYN SUE GULLETT

COMMONWEALTH OF KENTUCKY)
)
 COUNTY OF FAYETTE)

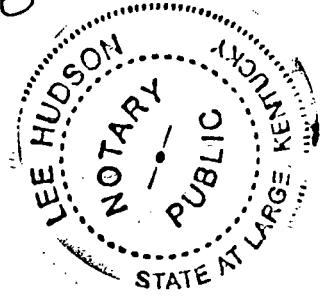
This instrument was acknowledged, subscribed and sworn to before me by
Marilyn Sue Gullett, unmarried, on this the 9th day of October, 2019.



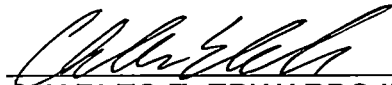
Notary Public, Kentucky, State at Large

My Commission Expires: 7/10/2023

Notary ID# 626440



PREPARED BY:



CHARLES E. EDWARDS III

Attorney

Lexington-Fayette Urban County Government

Department of Law, 11th Floor

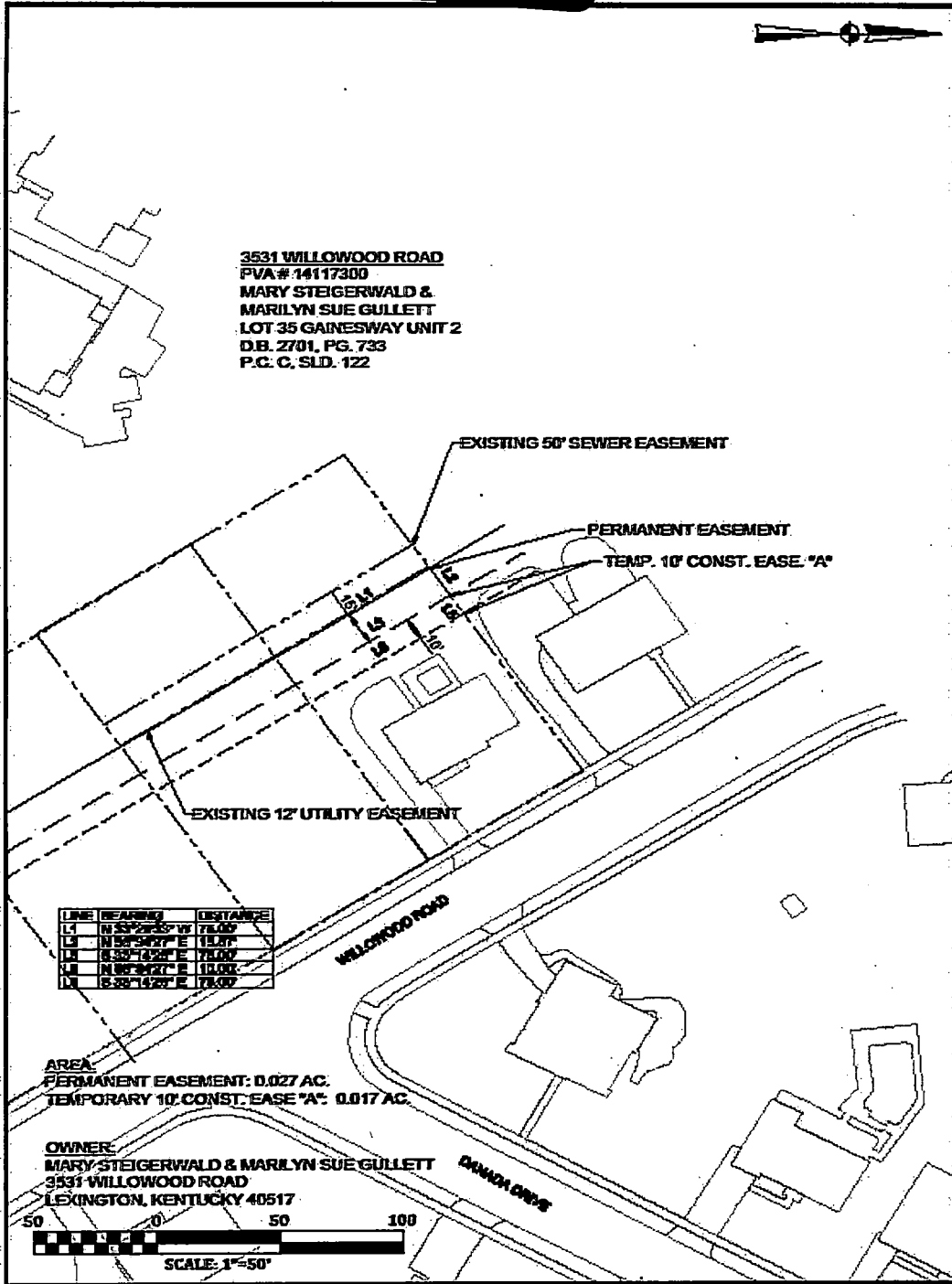
200 East Main Street

Lexington, Kentucky 40507

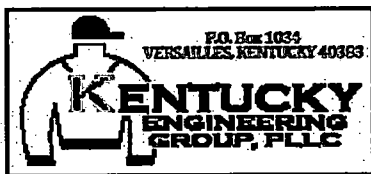
(859) 258-3500

X:\Cases\WATER-AIR\19-RE0291\RE\00664964.DOC

Exhibit "A"



P:\PROJECTS\LFUCG\16046-Trunk D Sewer\DWG\16046-Easement\exhibits.dwg RBG 10/04/18



**EXHIBIT SHOWING
 SANITARY SEWER EASEMENT
 TO BE ACQUIRED FROM
 MARY STEIGERWALD &
 MARILYN SUE GULLETT
 3531 WILLOWOOD ROAD
 LEXINGTON, KENTUCKY**

Project No.	16046
Date	OCT 2018
Dwg. No.	
Sheet	

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: SHEA BROWN ,dc

201910160069

October 16, 2019 10:01:22 AM

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

342 - 347