GRANT OF EASEMENT

This **EASEMENT** is made and entered into this _______ day of ______, 2012, by and between **RONALD W. CRIM AND ROSE M. CRIM**, husband and wife, 679 Woodward Lane, Lexington, Fayette County, Kentucky 40509, Grantor, Grantor, 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");

WITNESSETH:

That for and in consideration of the sum of Two Hundred Sixty One Dollars and Ninety Cents Dollars (\$261.90) 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 sanitary sewer line improvements and appurtenances thereto, which sanitary sewer line improvements and appurtenances 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:

Sanitary Sewer Permanent Easement

Wilderness Rd / Woodward Lane Project No. 468 (a portion of 679 Woodward Lane)

Beginning at the Grantor's east property corner, thence S 49°46'20" W, 44.08 feet along the southeast property line, thence N 42°57'13" E, 44.56 feet to a point in the northeast property line, thence S 38°23'43" E, 5.29 feet to the point of beginning; Containing 130.7 square feet (0.003 acres), more or less.

Being a portion of the property conveyed to the Grantors by deed dated 4/17/1987 of record in Deed Book 1438, Page 190, in the Fayette County Clerk's Office.

Mail to: L.F.U.C.G. Dept. of Law 200 E. Main St. Lex., KY 40507

(CC-F)

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 line construction, repair, 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

Wilderness Rd / Woodward Lane Project No. 468 (a portion of 683 Woodward Lane)

Beginning at the Grantor's south property corner, thence N 38°23'43" W, 5.67 feet along the southwest property line, thence N 42°57'13" E, 60.69 feet to a point in the northeast property line, thence S 38°23'43" E, 7.59 feet along the northeast property line, thence S 42°57'13" W, 44.56 feet to a point in the southeast property line, thence S 49°46'20" W, 15.95 feet the point of beginning; Containing 435.6 square feet (0.010 acres), more or less.

Being a portion of the property conveyed to the Grantors by deed dated 4/17/1987 of record in Deed Book 1438, Page 190, 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 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 Grantors.

Grantors does hereby covenant to and with said Grantee, its successors and assigns forever, that is lawfully seized in fee simple of said property and has good right to sell and convey the easements conveyed herein, and 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. $\frac{363}{2}$ -2012 passed by the Lexington-Fayette Urban County Council on $\frac{\text{July 5}}{2}$, 2012. 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 parties have signed this Easement, the day and year first above written.

HONALD W. CRIM

ROSE M. CRIM

COMMONWEALTH OF KENTUCKY

COUNTY OF FAYETTE

The foregoing Deed of Easement was acknowledged before me by RONALD W. CRIM AND ROSE M. CRIM, on this the ________, 2012.

My commission expires:

Notary Public

Kentucky, State-at-Large

PREPARED BY:

Glenda Humphrey George, Managing Attorney Lexington-Fayette Urban County Government

Department of Law

200 East Main Street

Lexington, Kentucky 40507

(859) 258-3500

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: DOUG BRADLEY, dc

201405050165

May 5, 2014

11:12:11 AM

Fees

\$17.00

Tax

\$.00

Total Paid

\$17.00

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