

UTILITY EASEMENT

This DEED OF EASEMENT is hereby entered into on this the 17th day of September, 2024, by and between **DENNIS W. HICKMAN**, single, of 4951 Wolf River Dock Road, Albany, Kentucky 42602, hereinafter referred to as the Grantor, and **CAROLL BARTON**, of 29 Oak Ridge Road, Fort Thomas, Kentucky 41075, hereinafter referred to as the Grantees.

WITNESSETH

For and in consideration of providing water to a tract of property currently owned by the Grantee which is in the process of being surveyed and is known as Tract No. 8, which said tract does not have an existing waterline or meter, (the title source being a survey plat currently not recorded of W & C Barton Farm, LLC and including property listed in Deed Book 165, page 769; Deed Book 165, page 772; Deed Book 165, page 775 and Deed Book 110, page 613, of record in Clinton County, Kentucky) and for the sum of ONE DOLLAR (\$1.00), the Grantor does now hereby bargain, sell, transfer, and convey unto the Grantee, the right of ingress and egress upon his real estate in order to place, maintain, and service said utilities which are located on the Grantor's real estate pursuant to the below terms,

TERMS

- (1) The location of said water line easement is described as follows: (In Clinton County, Kentucky, being a portion of Deed Book 147, page 71, and Deed Book 149, page 292)

Beginning at an existing water meter at the intersection of Lakepointe Drive and Kentucky Highway 738, said water meter being on the real estate owned by the Grantor (Deed Book 147, page 71) and then commencing approximately 330 feet Southeast

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with Lakepointe Drive to the boundary between said property and the Grantor's other tract, being Deed Book 149, page 292, thence commencing approximately 200 feet alongside said Lakepointe Drive to where said property joins Tract No. 8 of said Grantee's property, said plat not currently of record, said Tract 8 and the Grantor's property being separated by said Lakepointe Drive.

- (2) The parties recognize a road boring will be necessary and that the Grantee is responsible for all cost and permits required to make said road boring.
- (3) Said easement shall be a 30 foot temporary construction easement. When the construction is completed, the waterline easement shall be 15 feet wide.
- (4) The Grantor further grants to Grantee the right of ingress and egress over the land of said Grantor to and from the easement for the construction, operation, maintenance, repair, and reconstruction of same.
- (5) All costs and expenses incurred in connection with this easement shall be borne solely and exclusively by the Grantee and her heirs and assigns.
- (6) The Grantee, at her sole cost and expense, shall obtain any building permits and all other governmental authorizations required, and shall comply with all present and future laws, rules, regulations, and ordinances of any and all governmental bodies, agencies, and authorities having jurisdiction over the easement area in connection with the construction, installation, replacement, repair, use and enjoyment of said right-of-way easement on behalf of the Grantee.
- (7) The Grantee accepts responsibility for, and agree to indemnify and hold Grantor harmless from any and all claims, liabilities, loss, cost, or damage relating to any injury or damage to persons or property caused by any act or omission by the Grantee, or her agents, employees, contractors, or subcontractors, in the performance of any work on the property subject to this easement.
- (8) This easement is fully transferable and assignable by the Grantee in order to serve the future owner of Tract 8 referred to above. The said future owner shall be subject to all rules and regulations regarding herein the use of said easement and shall be solely responsible for the cost of installing and maintaining said waterline

and meter if said future owner desires to utilize this easement.

SOURCES OF TITLE/PROPERTY AFFECTED

- (1) Being a portion of the same property received by the Grantee recorded in Deed Book 147, page 71, of the Clinton County Clerk's Office, Albany, Kentucky, being Master Commissioner deed to Dennis Hickman and his wife Patty Hickman, with survivorship. Patty Hickman is deceased, having died testate on October 25, 2017. The Grantee received the interest of Patty Hickman, deceased, pursuant to the survivorship provisions of the above mentioned deed.
- (2) Also being a portion of Deed Book 149, page 292 of the abovementioned clerk's office, conveyed to Dennis Hickman and his wife Patty Ann Hickman, with survivorship. The Grantor received the interest of Patty Ann Hickman pursuant to the survivorship provisions of said deed as she died testate on October 25, 2017.

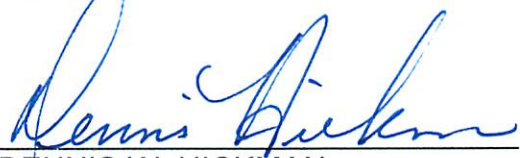
TO HAVE AND TO HOLD the above described waterline easement, together with all the improvements and appurtenances thereunto belonging to the Grantee, in fee simple absolute, her heirs and assigns forever.

IN TESTIMONY WHEREOF, witness the signatures of the parties, this the 17th day of September, 2024.

WE, **DENNIS W. HICKMAN**, single, Grantor, and **CAROLL BARTON**, Grantee, do hereby certify that the above utility easement was conveyed for the sum of One Dollar (\$1.00). We further state that the fair market value of the subject easement is the sum of \$1,500.00. We further certify our understanding that falsification of the consideration paid is a Class D felony, subject to one to five years imprisonment and fines up to \$10,000.00. The Grantee joins this deed for the sole purpose of certifying the consideration paid pursuant to KRS 382.

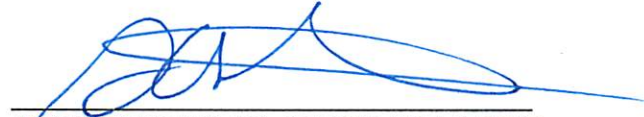
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GRANTOR:



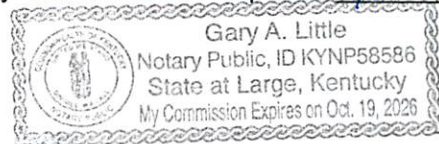
DENNIS W. HICKMAN

Subscribed, sworn, and acknowledged to before me by DENNIS W. HICKMAN, on this the 17th day of September, 2024.



NOTARY PUBLIC, STATE AT LARGE

My Commission Expires: 10-19-26



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GRANTEE:

CAROL BARTON

Subscribed, sworn, and acknowledged to before me by CAROL
BARTON, on this the _____ day of September, 2024.

NOTARY PUBLIC, STATE AT LARGE
My Commission Expires: _____

THIS INSTRUMENT PREPARED BY:



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