

Lyon County Water District
KY Highway 295 Waterline Interconnections Project

ADDENDUM No. 1

February 19, 2026

This ADDENDUM to plans, specifications and bidding documents for the subject project modifies the referenced items to the extent described herein. Items not modified by this ADDENDUM remain unchanged and in full effect. Bidders are required to acknowledge receipt of this ADDENDUM on the Bid Form.

1. Appendix: **Add** Appendix 4 – Utility Line Easements

As a Point of Information, copies of the waterline easements are included in the addendum as a point of installation reference for all bidders and ultimately the awarded contractor.

END OF ADDENDUM NO. 1 TEXT
This ADDENDUM consists of a total of 33 pages.

APPENDIX 4

160/557

Rec 20.02

DEED OF UTILITY EASEMENT

THIS DEED OF EASEMENT made and entered into this 18th day of March, 2014, by and between **JAMES M. HERRING and wife, JANET DEAN HERRING**, 1216 State Route 373 North, Eddyville, KY 42038, hereinafter referred to as **GRANTORS**; and **LYON COUNTY WATER DISTRICT**, 5464 U. S. Highway 62 West, Post Office Box 675, Kuttawa, KY 42055, hereinafter referred to as **GRANTEE**.

WITNESSETH:

That for and in consideration of mutual agreements previously entered into in the transaction and conveyance of property easement rights by and between the parties, and for and in further consideration of the **GRANTEE** installing a potable water line on **GRANTORS'** property, which action is acknowledged to be for the mutual benefit of the parties, and for the further consideration of one water tap, at the request and for the benefit of the **GRANTORS**, their children or grandchildren, at any date in the future and at any point in Lyon County, Kentucky on the **GRANTEE'S** system, its successors and assigns, the sufficiency and receipt of which are acknowledged, the **GRANTORS** hereby grant and convey to the **GRANTEE** a utility easement and temporary construction easement hereinafter described as follows:

A permanent and perpetual utility easement for the right presently or hereafter to lay, maintain, repair, replace, or remove a water line and to temporarily or permanently place upon or beneath or affixed to the herein described real property of the Grantor any other apparatuses, equipment, devices, or appurtenances of any nature whatsoever which are necessary to the construction, operation, maintenance, repair, replacement or removal of the above referenced water line. Said perpetual and permanent

easement is located along Kentucky Highway 295 (Dycusburg Road) in Lyon County, Kentucky and is better defined as follows:

Tract I

A strip of land 35 feet in width adjacent to and parallel to the Grantor's south property line, said line being common with the north right-of-way line of KY Hwy 295.

Beginning at the Grantor's southeast property corner, said point being common with the intersection of the west right-of-way line of the Paducah and Louisville Railroad and the north right-of-way line of Ky Hwy 295; thence in an westerly direction parallel and adjacent to the Grantor's south line, said line being common with the north right-of-way line with of Ky Hwy 295 for an approximate distance of 1,445 feet to the point of ending.

Tract II

A strip of land 25 feet in width adjacent to and parallel to the above described perpetual easement located in the Grantor's southeast corner.

Beginning at the northeast corner of the above described perpetual easement, said point being common with the west right-of-way line of the Paducah and Louisville Railroad; thence, in a westerly direction parallel and adjacent to the north line of the above described easement for an approximate distance of 40 feet to the point of ending.

In addition, a temporary construction easement 10 feet in width shall be granted along, adjacent, and parallel to the north side of the described perpetual easements for the entire length of said easements.

Said tracts being a portion of the property conveyed to James M. and Janet D. Herring on June 15, 2001, as described in Deed Book 125 Page 649 in the Lyon County Court Clerk's Office.

Grantor shall not erect or install any permanent improvements upon the land described in this easement.

The Grantee hereby agrees, at its expense, to repair all surface and underground damage to Grantor's property occasioned by the construction and its use of the easement area and occurring within one year of

completion of the installation of the above referenced water line, as may be deemed reasonably required in the sole judgment of the Grantee.

The above description was provided by David R. Curtsinger licensed professional land surveyor #3892.

TO HAVE AND TO HOLD the rights to said easement to **LYON COUNTY WATER DISTRICT**, its successors and assigns forever.

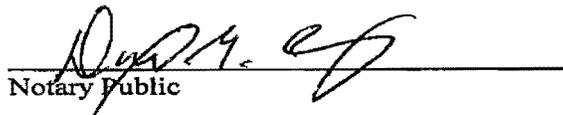
IN TESTIMONY WHEREOF, the **GRANTORS** to this Deed of Easement have hereunto set their hand on the date first above written.


JAMES M. HERRING

GRANTOR

STATE OF KENTUCKY
COUNTY OF LYON

The foregoing instrument was acknowledged, subscribed and sworn to before me by JAMES M. HERRING, Grantor, this the 10 day of March, 2014.
My Commission expires: 7-23-17


Notary Public

Janet Herring
JANET DEAN HERRING
GRANTOR

STATE OF KENTUCKY
COUNTY OF Lyon

The foregoing instrument was acknowledged, subscribed and sworn to before me by JANET DEAN HERRING, Grantor, this the 18 day of March, 2014.

My Commission expires: 7-23-17

[Signature]
Notary Public

The description, source of title and stated consideration in this Deed of Utility Easement supplied by the parties herein. The draftsman assumes no responsibility for the correctness thereof. Further, the draftsman has conducted no examination of title as to the subject premises, has rendered no opinion thereon and assumes no responsibility therefor.

THIS INSTRUMENT PREPARED BY:

WILSON LAW FIRM, PLLC

[Signature]

Marvin Lee Wilson
Attorney at Law
635 Trade Avenue
Post Office Box 460
Eddyville, Kentucky 42038
(270) 388-9951

to: Preparer

STATE OF KENTUCKY, COUNTY OF LYON

I, SARAH DEFEW, Clerk of Lyon County do certify that the foregoing instrument was on the day 2 of May, 2014 at 2:09 M. lodged in my office for record and that it has been duly recorded in my said office together with this and the certificate thereon endorsed. Given under my hand this 2 day of May, 2014.

SARAH DEFEW, Lyon Co. Clerk [Signature] P.C.

DB 160 Pg 557

160/561

Rec 23.00

DEED OF UTILITY EASEMENT

THIS DEED OF EASEMENT made and entered into this 21ST day of MARCH, 2014, by and between **BETTY W. HERRING, TRUSTEE OF THE WILLIAM N. HERRING FAMILY TRUST – TRUST B**, under agreement dated June 9, 1995, 107 Park Avenue, Eddyville, KY 42038, hereinafter referred to as **GRANTOR**; and **LYON COUNTY WATER DISTRICT**, 5464 U. S. Highway 62 West, Post Office Box 675, Kuttawa, KY 42055, hereinafter referred to as **GRANTEE**.

WITNESSETH:

That for and in consideration of mutual agreements previously entered into in the transaction and conveyance of property easement rights by and between the parties, and for and in further consideration of the **GRANTEE** installing a potable water line on **GRANTOR'S** property, which action is acknowledged to be for the mutual benefit of the parties, and for the further consideration of two water taps, at the request and for the benefit of the **GRANTOR'S** Trustee above named, her children or grandchildren, at any date in the future and at any point in Lyon County, Kentucky on the **GRANTEE'S** system, its successors and assigns, the sufficiency and receipt of which are acknowledged, the **GRANTOR** hereby grants and conveys to the **GRANTEE** a utility easement and temporary construction easement hereinafter described as follows:

A permanent and perpetual utility easement for the right presently or hereafter to lay, maintain, repair, replace, or remove a water line and to temporarily or permanently place upon or beneath or affixed to the herein described real property of the Grantor any other apparatuses, equipment, devices, or appurtenances of any nature whatsoever which are necessary to the construction,

operation, maintenance, repair, replacement or removal of the above referenced water line. Said perpetual and permanent easement is located along Kentucky Highway 373 and the Paducah and Louisville Railroad in Lyon County, Kentucky and is better defined as follows:

Tract I

A strip of land 20 feet in width adjacent to and parallel to the Grantor's south property line, said line being common with the north right-of-way line of the Paducah and Louisville Railroad.

Beginning at the Grantor's southwest property corner, said point being common with the southeast property corner of the James M. and Janet D. Herring property as described in Deed Book 125 Page 649; thence in an easterly direction parallel and adjacent to the Grantor's south line, said line being common with the north right-of-way line with of the Paducah and Louisville Railroad for an approximate distance of 2,320 feet to the point of ending, said point lying an approximate distance of 55 feet from the Grantor's southeast property corner, said corner being common with the intersection of the west right of way of Kentucky Highway 373 and the north right of way of the Paducah and Louisville Railroad. Less and except a portion of the Grantor's south line lying an approximate distance of 540 feet northeast of the Grantor's southwest property corner and extending northeasterly an approximate distance of 280 feet to point of ending.

In addition, a temporary construction easement 10 feet in width shall be granted along, adjacent, and parallel to the north sides of the described perpetual easement for the entire length of said easement.

Tract II

A strip of land 15 feet in width centered on an installed waterline adjacent to and fully abutting the above described permanent easement.

Said easement begins centered on an installed waterline an approximate distance of 540 feet northeast of the intersection of the Grantor's west line and the north right of way line of the Paducah and Louisville Railroad and extending centered on and along the installed waterline for an approximate distance of 310 feet around an existing barn structure. Said easement is generally located within the southernmost 80 feet of the Grantor's property.

In addition, a temporary construction easement 5 feet in width shall be granted along, adjacent, and parallel to the north and south sides of the described perpetual easement for the entire length of said easement, excluding the existing barn structure.

Tract III

A strip of land 20 feet in width centered on an installed waterline adjacent to and fully abutting the permanent easement described in Tract I.

Said easement begins centered on the installed waterline an approximate distance of 60 feet west of the Grantor's southeast property corner and extending in a northerly direction centered on and along an installed waterline for an approximate distance of 120 feet, said easement is generally located within the easternmost 70 feet of the Grantor's property.

In addition, a temporary construction easement 10 feet in width shall be granted along, adjacent, and parallel to the west side of the described perpetual easement for the entire length of said easement. And an additional temporary construction easement containing the portion of the Grantor's southeast property not included in the above described permanent or temporary easement.

Said tracts being a portion of the property conveyed to the William N. Herring Family Trust – Trust B, on June 9, 1995, as described in Deed Book 114 Page 727 in the Lyon County Court Clerk's Office.

Grantor shall not erect or install any permanent improvements upon the land described in this easement.

The Grantee hereby agrees, at its expense, to repair all surface and underground damage to Grantor's property occasioned by the construction and its use of the easement area and occurring within one year of completion of the installation of the above referenced water line, as may be deemed reasonably required in the sole judgment of the Grantee.

TO HAVE AND TO HOLD the rights to said easement to **LYON COUNTY WATER DISTRICT**, its successors and assigns forever.

IN TESTIMONY WHEREOF, the **GRANTOR** to this Deed of Easement has hereunto set its hand on the date first above written.

Betty W. Herring Trustee
BETTY W. HERRING, Trustee

GRANTOR

STATE OF KENTUCKY
COUNTY OF Lyon

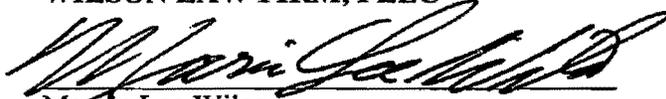
The foregoing instrument was acknowledged, subscribed and sworn to before me by BETTY W. HERRING, Trustee, Grantor, this the 21 day of March, 2014.
My Commission expires: 03/05/2017

Wallace, CTD
Notary Public

The description, source of title and stated consideration in this Deed of Utility Easement supplied by the parties herein. The draftsman assumes no responsibility for the correctness thereof. Further, the draftsman has conducted no examination of title as to the subject premises, has rendered no opinion thereon and assumes no responsibility therefor.

THIS INSTRUMENT PREPARED BY:

WILSON LAW FIRM, PLLC



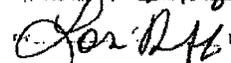
Marvin Lee Wilson
Attorney at Law
635 Trade Avenue
Post Office Box 460
Eddyville, Kentucky 42038
(270) 388-9951

to: Prepare

STATE OF KENTUCKY, COUNTY OF LYON

I, SARAH DEFEW, Clerk of Lyon County, do certify that the foregoing instrument was on the day 2 of May 2014 at 2:10 PM lodged in my office for record, and that it has been duly recorded in my said office together with this and the certificate thereon endorsed. Given under my hand this 2 day of May 2014.

SARAH DeFEW, Lyon Co. Clerk



DB160 PG 561

162/6/13

Rec 20.02

DEED OF UTILITY EASEMENT

THIS DEED OF EASEMENT made and entered into this 18th day of March, 2014, by and between **JAMES M. HERRING and wife, JANET DEAN HERRING**, 1216 State Route 373 North, Eddyville, KY 42038, hereinafter referred to as **GRANTORS**; and **LYON COUNTY WATER DISTRICT**, 5464 U. S. Highway 62 West, Post Office Box 675, Kuttawa, KY 42055, hereinafter referred to as **GRANTEE**.

WITNESSETH:

That for and in consideration of mutual agreements previously entered into in the transaction and conveyance of property easement rights by and between the parties, and for and in further consideration of the **GRANTEE** installing a potable water line on **GRANTORS'** property, which action is acknowledged to be for the mutual benefit of the parties, and for the further consideration of one water tap, at the request and for the benefit of the **GRANTORS**, their children or grandchildren, at any date in the future and at any point in Lyon County, Kentucky on the **GRANTEE'S** system, its successors and assigns, the sufficiency and receipt of which are acknowledged, the **GRANTORS** hereby grant and convey to the **GRANTEE** a utility easement and temporary construction easement hereinafter described as follows:

A permanent and perpetual utility easement for the right presently or hereafter to lay, maintain, repair, replace, or remove a water line and to temporarily or permanently place upon or beneath or affixed to the herein described real property of the Grantor any other apparatuses, equipment, devices, or appurtenances of any nature whatsoever which are necessary to the construction,

operation, maintenance, repair, replacement or removal of the above referenced water line. Said perpetual and permanent easement is located east of Kentucky Highway 295 (Dycusburg Road) and along the Paducah and Louisville Railroad in Lyon County, Kentucky and is better defined as follows:

Tract I

A strip of land 20 feet in width adjacent to and parallel to the Grantor's south property line, said line being common with the north right-of-way line of the Paducah and Louisville Railroad.

Beginning at intersection of the north right of way line of the Paducah and Louisville Railroad and the east line of an existing permanent utility easement, described in Deed Book ____ Page _____, said point lying an approximate distance of 70 feet east of intersection of the north right-of-way line of the Paducah and Louisville Railroad and the east right-of-way line of Kentucky Highway 295; thence in an easterly direction parallel and adjacent to the Grantor's south line, said line being common with the north right-of-way line of the Paducah and Louisville Railroad for an approximate distance of 2,100 feet to the Grantor's southeast property corner, said point being the point of ending.

In addition, a temporary construction easement 10 feet in width shall be granted along, adjacent, and parallel to the north side of the described perpetual easements for the entire length of said easements.

Said tracts being a portion of the property conveyed to James M. and Janet D. Herring on June 15, 2001, as described in Deed Book 125 Page 649 in the Lyon County Court Clerk's Office.

Grantor shall not erect or install any permanent improvements upon the land described in this easement.

The Grantee hereby agrees, at its expense, to repair all surface and underground damage to Grantor's property occasioned by the construction and its use of the easement

area and occurring within one year of completion of the installation of the above referenced water line, as may be deemed reasonably required in the sole judgment of the Grantee.

TO HAVE AND TO HOLD the rights to said easement to **LYON COUNTY WATER DISTRICT**, its successors and assigns forever.

IN TESTIMONY WHEREOF, the **GRANTORS** to this Deed of Easement have hereunto set their hand on the date first above written.


JAMES M. HERRING

GRANTOR

STATE OF KENTUCKY
COUNTY OF LYON

The foregoing instrument was acknowledged, subscribed and sworn to before me by JAMES M. HERRING, Grantor, this the 18 day of March, 2014.
My Commission expires: 7-23-17


Notary Public

Janet Herring
JANET DEAN HERRING
GRANTOR

STATE OF KENTUCKY
COUNTY OF Lyon

The foregoing instrument was acknowledged, subscribed and sworn to before me by JANET DEAN HERRING, Grantor, this the 18 day of March, 2014.

My Commission expires: 7-23-17 DG-98

[Signature]
Notary Public

The description, source of title and stated consideration in this Deed of Utility Easement supplied by the parties herein. The draftsman assumes no responsibility for the correctness thereof. Further, the draftsman has conducted no examination of title as to the subject premises, has rendered no opinion thereon and assumes no responsibility therefor.

THIS INSTRUMENT PREPARED BY:

WILSON LAW FIRM, PLLC

[Signature]
Marvin Lee Wilson
Attorney at Law
635 Trade Avenue
Post Office Box 460
Eddyville, Kentucky 42038
(270) 388-9951

STATE OF KENTUCKY, COUNTY OF LYON
I, SARAH DEFEW, Clerk of Lyon County do certify that the foregoing instrument was on the day 12 of May, 2014 at 10:18 M, lodged in my office for record, and that it has been duly recorded in my said office together with this and the certificate thereon endorsed. Given under my hand this 12 day of May, 2014.
SARAH DEFEW, Lyon Co. Clerk by [Signature] S.E.

DB 160 pg 613

to: Preparer

PERMANENT UTILITY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of one dollar (\$1.00) and other good and valuable considerations paid to CLARENCE V. ADAMS and wife, SHERRIE K. ADAMS, hereinafter referred to as GRANTOR(S), by the **Lyon County Water District**, hereinafter referred to as GRANTEE, the receipt of which is hereby acknowledged, the GRANTOR does hereby grant, bargain, sell, transfer, and convey unto the GRANTEE, its successors and assigns, a perpetual easement with the right to erect, construct and lay, and thereafter use, operate, inspect, repair, maintain, replace and remove utility lines and appurtenances thereto over, across, and through the land of the GRANTORS, situated in Lyon County, State of Kentucky, and said land being described as follows:

Being a strip of land (PVA Parcel 31-56) located within an existing TVA power line easement and centered on an installed water pipeline as shown on plans prepared for the Lyon County Water District by McGhee Engineering, Inc. of Guthrie, Kentucky. The permanent easement shall be a total of twenty (20) feet in width, and there shall be fifteen (15) feet in width temporary easement on each side of the permanent easement for construction purposes totaling thirty (30) feet in width. Where the pipe centerline lies within 15 feet of a public right-of-way line or adjoining property line, the easement widths shall be measured from said highway right-of-way line or adjoining property line.

Being part of the same property conveyed to the GRANTOR(S) herein by deed dated January 11, 2016, and recorded in Deed Book 164, Page 667, in the office of the Lyon County Clerk, to which reference is made for more complete description of the property, and including all adjacent lands of the GRANTORS, regardless of any omissions or irregularity in the foregoing description or title reference, together with the right of ingress and egress over the adjacent lands of the GRANTORS his successors and assigns for the purposes of this easement.

The undersigned GRANTORS, his successors, assigns, reserves the right to fully use and enjoy said premises, except as may be necessary for the purposes herein granted. The consideration hereinabove recited shall constitute payment in full for any damages to the land of the GRANTOR, his successors or assigns, by reason of the installation, operation and maintenance of the structures or improvements described herein. The GRANTEE covenants to maintain the easement in good repair so that no unreasonable damage will result from the use to the adjacent land of the GRANTORS, his successors and assigns.

This grant and other provisions of this easement shall constitute a covenant running with the land for the benefit of the GRANTEE, its successors and assigns.

In witness hereof, the GRANTORS have executed this instrument this the 28th day of October, 2025.

Cl. V. Adams
Sherrie K. Adams

STATE AT LARGE

I, Darwin G Belt, a Notary Public in and for the State aforesaid, do hereby certify that on the 28th day of October, 2025, personally appeared before me CLARENCE V. ADAMS and wife, SHERRIE K. ADAMS, the GRANTOR(S) in the foregoing grant, and acknowledged the signing thereof to be their voluntary act for the purposes and uses set forth.

Witness my hand this 28th day of October, 2025

Darwin G Belt # KYNP21876
Notary Public
My Commission Expires: March 12, 2029



RC 17.02

DEED OF UTILITY EASEMENT

THIS DEED OF UTILITY EASEMENT made and entered into this 12th day of May, 201~~3~~^{14 15}, by and between **LARRY BENBERRY**, a single man, 3632 North Kiel Avenue, Indianapolis, Indiana 46224, hereinafter referred to as **GRANTOR**; and **LYON COUNTY WATER DISTRICT**, 5464 U. S. Highway 62 West, Post Office Box 675, Kuttawa, KY 42055, hereinafter referred to as **GRANTEE**.

WITNESSETH:

That for and in consideration of mutual agreements previously entered into in the transaction and conveyance of property easement rights by and between the parties, and for and in further consideration of the **GRANTEE** installing a potable water line on **GRANTOR'S** property, which action is acknowledged to be for the mutual benefit of the parties, the sufficiency and receipt of which are acknowledged, the **GRANTOR** hereby grants and conveys to the **GRANTEE** a utility easement and temporary construction easement hereinafter described as follows:

A permanent and perpetual utility easement for the right presently or hereafter to lay, maintain, repair, replace, or remove a water line and to temporarily or permanently place upon or beneath or affixed to the herein described real property of the Grantor any other apparatuses, equipment, devices, or appurtenances of any nature whatsoever which are necessary to the construction, operation, maintenance, repair, replacement or removal of the above referenced water line. Said perpetual and permanent easement is located west of US Highway 62 and along an existing TVA powerline easement that runs parallel to US 62 in Lyon County, Kentucky and is better defined as follows:

A strip of land 20 feet in width centered on the installed waterline as herein generally described.

Said waterline intersects the Grantor's east property line approximately 75 feet southeast of the Grantor's north property corner, said corner being common with the northwest property corner of the Ella Burks' property as described in Deed Book 76 Page 636 in the Lyon County Court Clerk's office, and extending westerly, intersecting the Grantor's west property line approximately 70 feet south of the Grantor's north property corner. Said easement fully abuts the Grantor's east and west property lines.

In addition, a temporary construction easement 10 feet in width shall be granted along, adjacent, and parallel to the north and south sides of the above described perpetual easements for the entire length of said easement.

Said tracts being a portion of the property conveyed to Larry Benberry on December 16, 2005 as described in the Deed recorded January 5, 2006 in Deed Book 139 Page 594 in the Lyon County Court Clerk's Office.

Grantor shall not erect or install any permanent improvements upon the land described in this easement.

The Grantee hereby agrees, at its expense, to repair all surface and underground damage to Grantor's property occasioned by the construction and its use of the easement area and occurring within one year of completion of the installation of the above referenced water line, as may be deemed reasonably required in the sole judgment of the Grantee.

The above description was provided by Brent Wright licensed professional land surveyor #3901.

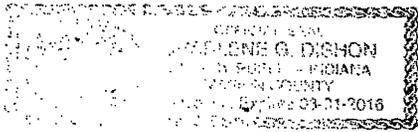
TO HAVE AND TO HOLD the rights to said easement to **LYON COUNTY WATER DISTRICT**, its successors and assigns forever.

IN TESTIMONY WHEREOF, the **GRANTOR** to this Deed of Utility Easement has hereunto set his hand on the date first above written.

Larry Benberry
LARRY BENBERRY
GRANTOR

STATE OF Indiana
COUNTY OF Marion

The foregoing instrument was acknowledged, subscribed and sworn to before me by LARRY BENBERRY, Grantor, this the 12th day of May, 2014.
My Commission expires: 3-31-2016



Stefanie G. Dishon
Notary Public

The description, source of title and stated consideration in this Deed of Utility Easement supplied by the parties herein. The draftsman assumes no responsibility for the correctness thereof. Further, the draftsman has conducted no examination of title as to the subject premises, has rendered no opinion thereon and assumes no responsibility therefor.

THIS INSTRUMENT PREPARED BY:

WILSON LAW FIRM, PLLC

Marvin Lee Wilson

Marvin Lee Wilson
Attorney at Law
635 Trade Avenue
Post Office Box 460
Eddyville, Kentucky 42038
(270) 388-9951

to: Preparan

STATE OF KENTUCKY, COUNTY OF LYON

I, SARAH DEFEW, Clerk of Lyon County do certify that the foregoing instrument was on the day 19 of May 2014 at 3:00 M lodged in my office for record and that it has been duly recorded in my said office together with this and the certificate thereon endorsed. Given under my hand this 19 day of May 2014.
SARAH DEFEW, Lyon Co. Clerk

Sarah DeFew
DB 160 PG 654

RC 23.02

DEED OF UTILITY EASEMENT

THIS DEED OF UTILITY EASEMENT made and entered into this 22nd day of NOVEMBER, 2013, by and between **THEODORE R. WADE, Jr.**, and wife Linda, 209 Skyline Drive, Edmonton, Kentucky 42129, **JUDITH WADE FRAZIER, f/k/a Judith Wade Hutchinson, an un-remarried widow**, 11301 Vista Greens Drive, Louisville, Kentucky 40241, and **PHILLIP M. WADE**, and wife Barbara, 710 Dorsey Lane, Louisville, Kentucky 40211, hereinafter referred to as **GRANTORS**; and **LYON COUNTY WATER DISTRICT**, 5464 U. S. Highway 62 West, Post Office Box 675, Kuttawa, KY 42055, hereinafter referred to as **GRANTEE**.

WITNESSETH:

That for and in consideration of mutual agreements previously entered into in the transaction and conveyance of property easement rights by and between the parties, and for and in further consideration of the **GRANTEE** installing a potable water line on **GRANTORS'** property, which action is acknowledged to be for the mutual benefit of the parties, the sufficiency and receipt of which are acknowledged, the **GRANTORS** hereby grant and convey to the **GRANTEE** a utility easement and temporary construction easement hereinafter described as follows:

A permanent and perpetual utility easement for the right presently or hereafter to lay, maintain, repair, replace, or remove a water line and to temporarily or permanently place upon or beneath or affixed to the herein described real property of the Grantor any other apparatuses, equipment, devices, or appurtenances of any nature whatsoever which are necessary to the construction, operation, maintenance, repair, replacement or removal of the above referenced water line. Said perpetual and permanent easement is

located west of US Highway 62 and along an existing TVA powerline easement that runs parallel to US 62 in Lyon County, Kentucky and is better defined as follows:

A strip of land 20 feet in width centered on the installed waterline as herein generally described.

Said waterline intersects the Grantor's east property line approximately 185 feet north of the Grantor's southeast property corner, said corner being common with the southwest property corner of the Larry Benberry property as described in Deed Book 139 Page 594 in the Lyon County Court Clerk's office, and extending southwest, intersecting the Grantor's south property line approximately 365 feet west of the Grantor's southeast property corner. Said easement fully abuts the Grantor's east and south property lines.

In addition, a temporary construction easement 10 feet in width shall be granted along, adjacent, and parallel to the north and south sides of the described perpetual easements for the entire length of said easement.

Said tracts being a portion of the property conveyed to Theodore Wade on June 14, 1969, as described in the Deed recorded January 24, 1970 in Deed Book 63 Page 100 in the Lyon County Clerk's Office. See also Affidavit of Descent recorded in Deed Book 96, Page 384 above said office.

Grantor shall not erect or install any permanent improvements upon the land described in this easement.

The Grantee hereby agrees, at its expense, to repair all surface and underground damage to Grantor's property occasioned by the construction and its use of the easement area and occurring within one year of completion of the installation of the above referenced water line, as may be deemed reasonably required in the sole judgment of the Grantee.

The above description was provided by Brent Wright licensed professional land surveyor #3901.

TO HAVE AND TO HOLD the rights to said easement to **LYON COUNTY WATER DISTRICT**, its successors and assigns forever.

IN TESTIMONY WHEREOF, the **GRANTORS** to this Deed of Utility Easement have hereunto set their hand on the date first above written.

Theodore R. Wade, Jr.
THEODORE R. WADE, Jr.
GRANTOR

STATE OF KENTUCKY
COUNTY OF Metcalf

The foregoing instrument was acknowledged, subscribed and sworn to before me by THEODORE R. WADE, Jr., Grantor, this the 22 day of November, 2013.
My Commission expires: Nov. 29, 2014

Dicki Adams
Notary Public

Linda G. Wade
WADE (Spouse)
GRANTOR

STATE OF KENTUCKY
COUNTY OF Metcalf

The foregoing instrument was acknowledged, subscribed and sworn to before me by Linda G WADE, Grantor, this the 22 day of Nov., 2013.
My Commission expires: November 29, 2014

Dicki Adams
Notary Public

Phillip M. Wade
PHILLIP M. WADE
GRANTOR

STATE OF KENTUCKY
COUNTY OF Jefferson

The foregoing instrument was acknowledged, subscribed and sworn to before me by PHILLIP M. WADE, Grantor, this the 4 day of November, 2013.
My Commission expires: 10-9-17

Brandy Jenkins
Notary Public

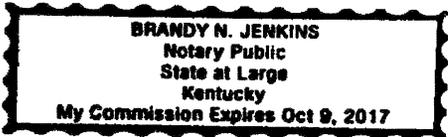


Barbara Wade (spouse)
BARBARA T. WADE
GRANTOR

STATE OF KENTUCKY
COUNTY OF Jefferson

The foregoing instrument was acknowledged, subscribed and sworn to before me by BARBARA T. WADE, Grantor, this the 4 day of Nov, 2013.
My Commission expires: 10-9-17

Brandy Jenkins
Notary Public



Judith Wade Frazier
JUDITH WADE FRAZIER

GRANTOR

STATE OF KENTUCKY
COUNTY OF Jefferson

The foregoing instrument was acknowledged, subscribed and sworn to before me by JUDITH WADE FRAZIER, Grantor, this the 1st day of November, 2013.

My Commission expires: **Notary Public, State at Large, KY**
My Commission Expires May 7, 2015

Karen R Jeffries
Notary Public

The description, source of title and stated consideration in this Deed of Utility Easement were supplied by the parties herein. The draftsman assumes no responsibility for the correctness thereof. Further, the draftsman has conducted no examination of title as to the subject premises, has rendered no opinion thereon and assumes no responsibility therefor.

THIS INSTRUMENT PREPARED BY:

WILSON LAW FIRM, PLLC

Marvin Lee Wilson

Marvin Lee Wilson
Attorney at Law
635 Trade Avenue
Post Office Box 460
Eddyville, Kentucky 42038
(270) 388-9951

to: Preparer

STATE OF KENTUCKY, COUNTY OF LYON

I, SARAH DEFEW, Clerk of Lyon County do hereby certify that this foregoing instrument was on the day 2 of May, 2014 at 2:06 P.M. lodged in my office for record and that it has been duly recorded in my said office together with this and the certificate thereon endorsed, given under my hand this 2 day of May, 2014.

SARAH DeFEW, Lyon Co. Clerk by [Signature]

DB 160 pg 542

RC 20⁰⁰

DEED OF UTILITY EASEMENT

THIS DEED OF UTILITY EASEMENT made and entered into this 21ST day of JANUARY, 2017^{4^{MIN}}, by and between NARENDRA L. PATEL and his wife, MEENAXI N. PATEL, 224 New Circle Road, Kuttawa, Kentucky 42055, hereinafter referred to as **GRANTORS**; and LYON COUNTY WATER DISTRICT, 5464 U. S. Highway 62 West, Post Office Box 675, Kuttawa, KY 42055, hereinafter referred to as **GRANTEE**.

WITNESSETH:

That for and in consideration of mutual agreements previously entered into in the transaction and conveyance of property easement rights by and between the parties, and for and in further consideration of the **GRANTEE** installing a potable water line on **GRANTORS'** property, which action is acknowledged to be for the mutual benefit of the parties, the sufficiency and receipt of which are acknowledged, the **GRANTORS** hereby grant and convey to the **GRANTEE** a utility easement and temporary construction easement hereinafter described as follows:

A permanent and perpetual utility easement for the right presently or hereafter to lay, maintain, repair, replace, or remove a water line and to temporarily or permanently place upon or beneath or affixed to the herein described real property of the Grantor any other apparatuses, equipment, devices, or appurtenances of any nature whatsoever which are necessary to the construction, operation, maintenance, repair, replacement or removal of the above referenced water line. Said perpetual and permanent easement is located west of US Highway 62 and along an existing TVA powerline easement that runs parallel to US 62 in Lyon County, Kentucky and is better defined as follows:

A strip of land 20 feet in width centered on the installed waterline as herein generally described.

Said waterline intersects the Grantor's north property line approximately 70 feet east of the Grantor's northwest property corner, said corner being common with the northeast property corner of the Charles & Kim Fricker property as described in Deed Book 109 Page 605 in the Lyon County Court Clerk's office, and extending southwest, intersecting the Grantor's west property line approximately 35 feet southeast of the Grantor's northwest property corner. Said easement fully abuts the Grantor's north and west property lines.

In addition, a temporary construction easement 10 feet in width shall be granted along, adjacent, and parallel to the west and east sides of the described perpetual easements for the entire length of said easement.

Said tracts being a portion of the property conveyed to Narendra L. & Meenaxi N. Patel on June 25, 1990 as described the Deed recorded July 5, 1990 in Deed Book 98 Page 179 in the Lyon County Clerk's Office.

Grantor shall not erect or install any permanent improvements upon the land described in this easement.

The Grantee hereby agrees, at its expense, to repair all surface and underground damage to Grantor's property occasioned by the construction and its use of the easement area and occurring within one year of completion of the installation of the above referenced water line, as may be deemed reasonably required in the sole judgment of the Grantee.

The above description was provided by Brent Wright licensed professional land surveyor #3901.

TO HAVE AND TO HOLD the rights to said easement to **LYON COUNTY WATER DISTRICT**, its successors and assigns forever.

IN TESTIMONY WHEREOF, the **GRANTORS** to this Deed of Utility Easement have hereunto set their hand on the date first above written.

Narendra L. Patel
NARENDRA L. PATEL
GRANTOR

COMMONWEALTH OF KENTUCKY
COUNTY OF Lyon

The foregoing instrument was acknowledged, subscribed and sworn to before me
by NARENDRA L. PATEL, Grantor, this the 21st day of January, ~~2013~~ 2014
My Commission expires: 3-22-14

Johnny Wall
Notary Public


MEENAXI N. PATEL
GRANTOR

COMMONWEALTH OF KENTUCKY
COUNTY OF Lyon

The foregoing instrument was acknowledged, subscribed and sworn to before me
by MEENAXI N. PATEL, Grantor, this the 21st day of January, ~~2013~~ 2014
My Commission expires: 3-22-14

Johnny Wall
Notary Public

The description, source of title and stated consideration in this Deed of Utility Easement supplied by the parties herein. The draftsman assumes no responsibility for the correctness thereof. Further, the draftsman has conducted no examination of title as to the subject premises, has rendered no opinion thereon and assumes no responsibility therefor.

THIS INSTRUMENT PREPARED BY:

WILSON LAW FIRM, PLLC



Marvin Lee Wilson
Attorney at Law
635 Trade Avenue
Post Office Box 460
Eddyville, Kentucky 42038
(270) 388-9951

to: Preparer

STATE OF KENTUCKY, COUNTY OF LYON

I, SARAH DEFEW, Clerk of Lyon County do certify that the foregoing instrument was on the day 2 of May, 2014 at 1:29 M, lodged in my office for record, and that it has been duly recorded in my said office together with this and the certificate thereon endorsed. Given under my hand this 2 day of May, 2014.

SARAH DEFEW, Lyon Co. Clerk By [Signature] P.C.

DB 160 pg 506

RC 20,00

DEED OF UTILITY EASEMENT

THIS DEED OF UTILITY EASEMENT made and entered into this 15 day of May, 201~~5~~⁴, by and between **CHARLES FICKER** and his wife, **KIM FICKER**, 100 Mt. Pleasant Road, Post Office Box 433, Kuttawa, Kentucky 42055, hereinafter referred to as **GRANTORS**; and **LYON COUNTY WATER DISTRICT**, 5464 U. S. Highway 62 West, Post Office Box 675, Kuttawa, KY 42055, hereinafter referred to as **GRANTEE**.

WITNESSETH:

That for and in consideration of mutual agreements previously entered into in the transaction and conveyance of property easement rights by and between the parties, and for and in further consideration of the **GRANTEE** installing a potable water line on **GRANTORS'** property, which action is acknowledged to be for the mutual benefit of the parties, the sufficiency and receipt of which are acknowledged, the **GRANTORS** hereby grant and convey to the **GRANTEE** a utility easement and temporary construction easement hereinafter described as follows:

A permanent and perpetual utility easement for the right presently or hereafter to lay, maintain, repair, replace, or remove a water line and to temporarily or permanently place upon or beneath or affixed to the herein described real property of the Grantor any other apparatuses, equipment, devices, or appurtenances of any nature whatsoever which are necessary to the construction, operation, maintenance, repair, replacement or removal of the above referenced water line. Said perpetual and permanent easement is located west of US Highway 62 and along an existing TVA powerline easement that runs parallel to US 62 in Lyon County, Kentucky and is better defined as follows:

A strip of land 20 feet in width centered on the installed waterline as herein generally described.

Said waterline intersects the Grantor's east property line approximately 35 feet south of the Grantor's northeast property corner, said corner being common with the northwest property corner of the Narendra & Meenaxi Patel property as described in Deed Book 98 Page 179 in the Lyon County Court Clerk's office, and extending southwest, intersecting the Grantor's west property line approximately 25 feet south of the Grantor's northwest property corner, said corner being common with the east right-of-way of Mt. Pleasant Road. Said easement fully abuts the Grantor's east and west property lines.

In addition, a temporary construction easement 10 feet in width shall be granted along, adjacent, and parallel to the north and south sides of the described perpetual easements for the entire length of said easement.

Said tracts being a portion of the property conveyed to Charles & Kim Ficker on March 6, 1995, as described in the Deed recorded March 6, 1995 in Deed Book 109 Page 605 in the Lyon County Clerk's Office.

Grantor shall not erect or install any permanent improvements upon the land described in this easement.

The Grantee hereby agrees, at its expense, to repair all surface and underground damage to Grantor's property occasioned by the construction and its use of the easement area and occurring within one year of completion of the installation of the above referenced water line, as may be deemed reasonably required in the sole judgment of the Grantee.

The above description was provided by Brent Wright licensed professional land surveyor #3901.

TO HAVE AND TO HOLD the rights to said easement to **LYON COUNTY WATER DISTRICT**, its successors and assigns forever.

IN TESTIMONY WHEREOF, the **GRANTORS** to this Deed of Utility Easement have hereunto set their hand on the date first above written.

Charles Ficker
CHARLES FICKER
GRANTOR

COMMONWEALTH OF KENTUCKY
COUNTY OF Lyon

The foregoing instrument was acknowledged, subscribed and sworn to before me
by CHARLES FICKER, Grantor, this the 15 day of May, 2018.
My Commission expires: 7-23-17 2014

Dale H. Cize
Notary Public

Kim Ficker
KIM FICKER
GRANTOR

COMMONWEALTH OF KENTUCKY
COUNTY OF Lyon

The foregoing instrument was acknowledged, subscribed and sworn to before me
by KIM FICKER, Grantor, this the 15 day of May, 2018.
My Commission expires: 7-23-17 2014

Dale H. Cize
Notary Public

The description, source of title and stated consideration in this Deed of Utility Easement supplied by the parties herein. The draftsman assumes no responsibility for the correctness thereof. Further, the draftsman has conducted no examination of title as to the subject premises, has rendered no opinion thereon and assumes no responsibility therefor.

THIS INSTRUMENT PREPARED BY:

WILSON LAW FIRM, PLLC



Marvin Lee Wilson
Attorney at Law
635 Trade Avenue
Post Office Box 460
Eddyville, Kentucky 42038
(270) 388-9951

to: Preparer

STATE OF KENTUCKY, COUNTY OF LYON

I, SARAH DEFEW, Clerk of Lyon County, do hereby certify that the foregoing instrument was on the day 19 of May, 20 14 at 2:59 P.M. lodged in my office for record, and that it has been duly recorded in my said office together with this and the certificate thereon endorsed. Given under my hand this 19 day of May, 20 14.

SARAH DEFEW, Lyon Co. Clerk *Sarah Defew*

DB 160 Pg 650