

DEED of EASEMENT

This DEED of EASEMENT, entered into this _____th day of _____, 20__ by
and between _____

whose address is _____,

(hereafter "Grantor") and KNOTT COUNTY, 54 West Main Street, Hindman, Kentucky 41822, (hereafter "Grantee")

WITNESSETH:

Whereas the Grantors desire to dedicate a portion of their property located in

_____ as a public roadway for the benefit of all Knott Countians including themselves and whereas the Grantee desires to maintain the property in question as a public roadway for the benefit of all Knott Countians including the Grantor.

Grantors for and in consideration of the benefits to be gained by said public roadway convey to the Grantee its successors and assigns, the following described easement located at

TEMPORARY CONSTRUCTION EASEMENT. In addition to the permanent easement as defined above, Grantors hereby conveys to Grantee any necessary temporary easement for the purpose of enabling Knott County to construct, maintain, replace or alter the road as efficiently and economically as Grantee deems warranted.

PAYMENTS FOR DAMAGE. Grantors hereby releases Grantee from any claim of damage incident to Grantee's original exercise of rights herein conveyed. Grantee agrees to pay for any damage to fences, tile drains, timber, crops, and the like that may be caused by any future construction, maintenance, replacement, or altercation of the original road constructed.

ARBITRATION OF DAMAGE. If the amount payable for damage under the preceding paragraph cannot be mutually agreed upon, it shall be determined by a panel of three disinterested citizens of Knott County. Grantors and Grantee shall appoint one each, and the two so appointed shall appoint the third. The award shall be unanimous decision and shall be final and conclusive.

FURTHER, the parties hereto acknowledge that they have read the entire contents of this agreement, and that this document embodies their entire agreement.

IN TESTIMONY WHEREOF, witness the signatures of the Grantors and Grantee below as of the date set forth herein.

GRANTOR

JUDGE EXECUTIVE

For KNOTT COUNTY, GRANTEE

CONSIDERATION CERTIFICATE

This conveyance is exempt from the requirement of a consideration statement pursuant to KRS 382.135 (2)(c) which states that no consideration statement is necessary for deeds which convey rights-of-way that involve governmental agencies.

NOTARY PUBLIC

STATE OF KENTUCKY
COUNTY OF KNOTT

I do hereby certify that the foregoing Easement and Consideration Certificate were acknowledged, subscribed and sworn to me by KNOTT COUNTY JUDGE EXECUTIVE, on behalf of GRANTEE on this the _____ day of _____, 20 _____.

My commission expires: _____

NOTARY PUBLIC