

**CITY OF SOMERSET, KENTUCKY
RESOLUTION NO. 26-15**

Whereas, a residential structure on a separately owned parcel of land is located behind and to the east of the middle of the Somerset Fire Station located on 209 Sallee Street, Somerset, KY ("Station 2"), and,

Whereas, it appears that the fire station was built on an "off lot" of the aforementioned residential property (and another residential property west of the middle line, i.e. all three properties had a common legal description in the past) and access and possibly parking to the property has been by an oral agreement and possibly a "proscriptive easement", and,

Whereas, a possible new owner of the residential property wants or needs the agreement and possible proscriptive easement in writing suitable for filing and has negotiated the same with the Fire Chief and City Attorney,

Now Therefore, be it resolved:

The Mayor of Somerset is hereby granted the authority to sign and execute the easement document or a like document (without substantive change as to the easement rights granted) for the memorialization of the agreement and proscriptive easement from the 209 Sallee Street, Somerset Fire Department Station to the residential property located behind the fire station.

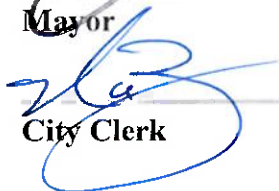
This Resolution shall take effect immediately upon its adoption.

ADOPTED by the City Council of the City of Somerset, Kentucky, this 12th day of October 2026.

CITY OF SOMERSET, KENTUCKY



Mayor



City Clerk

MCSHURLEY & MORROW LAW OFFICE

JAY MCSHURLEY
LL.M. Taxation
Certified Financial Planner™
Also admitted in Indiana
jmcsburley@aol.com

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P.O. Box 1827
Somerset, Kentucky 42502
Phone: (606) 677-9014
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RYAN D. MORROW
rdmorrow@hotmail.com

BILLING STATEMENT

DATE: October 2, 2026

TO: DK Hicks Properties, LLC
539 White Tail Run Drive,
Somerset, Kentucky 42503

IN RE: City of Somerset

Easement Preparation	150.00
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TOTAL DUE:	\$ 150.00
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THANK YOU!

If any questions, please contact Matt at 606-224-7009 or e-mail him at matthew@mcshurleyandmorrow.com

DEED OF EASEMENT

THIS DEED OF EASEMENT made and entered into this ____ day of _____, 2026, by and between THE CITY OF SOMERSET, of P.O. Box 989, Somerset, Kentucky 42502, GRANTOR, and D K HICKS PROPERTIES LLC, a Kentucky limited liability company, of 539 White Tail Run Drive, Somerset, KY 42503, GRANTEE.

WITNESSETH: That for and in consideration of the granting and ingress/egress easement unto the Grantee, and for no monetary consideration, the receipt of all of which is hereby acknowledged, GRANTOR does hereby give, grant, and convey unto the GRANTEE, D K HICKS PROPERTIES LLC, a perpetual ingress/egress easement through the following described property, to-wit:

Being a ingress/egress easement, fifteen (15) feet in width, and running from Sallee Street along the northwest line of Lot 6 in Block Number 13 of the Fairview Addition to the City of Somerset, Kentucky, as shown of record in Deed Book 42, Page 1 in the Pulaski County Court Clerk's Office, to the property of the Grantees herein.

This easement is crossing a part of the same property conveyed to the City of Somerset, Kentucky, by deed of conveyance from Barhenia Joplin et al by Patricia Tarter, Special Master Commissioner, by Commissioner's Deed dated December 21, 1972 and recorded in Commissioner's Deed Book 10, Page 295, in the clerk's office aforesaid.

It is further agreed by the parties herein that Grantee's residential property shall have the right of ingress and egress along the paved area along the northwestern edge of Grantor's property, however may not block or harm the Grantor's parking area adjacent to Grantor's building (SFD Station 2). Grantee's residential property shall also have a parking easement for up to 3 vehicles on Grantor's north east corner so long as Grantee's cars are parked as close as practically possible to Grantee's residential structure and Grantee's parking use shall not block access to the back of Grantors building and dumpster truck access to the dumpsters behind grantor's building. If Grantor needs large truck or equipment to repair or improve Grantor's Building or other property Grantee agrees to temporarily suspend parking on Grantor property for a reasonable period at the request of Grantor.

This easement shall be a covenant running with the land.

TO HAVE AND TO HOLD said perpetual ingress/egress easement herein granted unto the GRANTEE, D K HICKS PROPERTIES LLC.

CONSIDERATION CERTIFICATE:

The parties hereto certify that the consideration reflected in this easement is the true consideration for the property transferred hereby, that no monetary consideration was paid, and that the estimated fair cash value of said easement is \$ _____. The GRANTEE joins this Deed of Easement for the sole purpose of certifying the consideration pursuant to KRS Chapter 382 and transfer tax pursuant to KRS Chapter 142.

IN TESTIMONY WHEREOF witness the signatures of the GRANTORS and GRANTEE this the date first above written.

CITY OF SOMERSET, GRANTEE

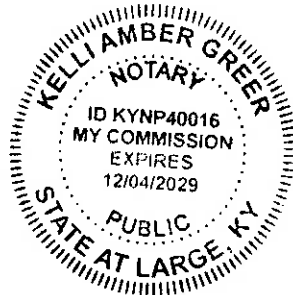
By: _____

Alan Keck, Mayor

STATE OF KENTUCKY

COUNTY OF PULASKI...SCT

The foregoing Deed of Easement and Consideration Certificate was signed, acknowledged and sworn to before me this 14th day of October, 2026, Alan Keck as the Mayor of THE CITY OF SOMERSET, GRANTEE.



Kelli A. Greer

Notary Public

Printed Name: Kelli A. Greer

Jurisdiction: State at Large, Ky

Notary ID No.: KYNP40016

Comm. Exp.: 12/04/29

D K HICKS PROPERTIES LLC, GRANTOR

By: _____
Jerry Douglas Hicks, Member

By: _____
Kami Douglas Hicks, Member

STATE OF KENTUCKY

COUNTY OF PULASKI

The foregoing Consideration Certificate was signed, acknowledged and sworn to before me this _____ day of _____, 2026, D K HICKS PROPERTIES LLC, GRANTEE by and through Jerry Daniel Hicks and Kami Douglas Hicks, its duly authorized Members, to be the free act and deed of said limited liability company.

Notary Public
Printed Name: _____
Jurisdiction: _____
Notary ID No.: _____
Comm. Exp.: _____

**THIS DOCUMENT PREPARED WITHOUT TITLE EXAMINATION AND DOES NOT GUARANTEE
CLEAR OR MARKETABLE TITLE BY:**



McSHURLEY & MORROW LAW OFFICE
126 NORTH MAPLE STREET
P.O. BOX 1827
SOMERSET, KENTUCKY 42502
606-677-9014