



Overview



Legend

- Parcels
- Address
- Roads
- City Limits
- Land Hooks

The 2020 tax bill FOR THE PROPERTY HEREIN CONVEYED is to be paid by and mailed c/o Grantors at the address noted below. The 2021 tax bill is to be mailed c/o the Grantee at the address noted below.

DEED

THIS DEED OF CONVEYANCE made and entered into this the 17th day of September, 2020, by and between:

ALBA I. ECHEVARRIA and ELADIO ECHEVARRIA, wife and husband, of 5025 Hunter Village Drive, Ooltewah, Tennessee 37363, hereinafter referred to jointly as **Grantors,** and

DIGNA GOMEZ, married, of 725 18th Street, Apartment 1, Union City, New Jersey 07087, hereinafter referred to as **Grantee.**

W I T N E S S E T H

DATE DEED TAX PAID _____
AMOUNT COLLECTED: \$ _____
LISA GREER, CLERK
ADAIR COUNTY

FOR NO CONSIDERATION but as a gift because of the love between family members, the Grantors by these present do hereby BARGAIN, SELL, ALIEN and CONVEY unto the Grantee, in fee simple, the following described real estate located in the Greenbriar Ridge subdivision, a/k/a Froggett Farm Division, in Breeding, Adair County, Kentucky.

TRACT B

A certain tract of land located on the northeast side of Greenbriar Ridge Road in Adair County, Kentucky, and being more particularly described as follows:

Unless stated otherwise, any monument referred to herein as an "iron pin and cap" is a set 1/2 inch rebar 18 inches long marked "TUNGATE 3997". All bearings stated herein are referenced to Geodetic North as observed by GPS on October 22, 2019.

Beginning at an existing iron pin and cap marked "TUNGATE 3997" on the northeast side Greenbriar Ridge Road and also iron pin and cap being a corner of the Ralph Claywell Estate property (Deed Book 100, Page 411) thence with said right of way of Greenbriar Ridge Road as follows: South 32 degrees 08

Del: 9-17-20
To: Alba Echevarria

minutes 26 seconds West 45.52 feet; South 42 degrees 16
minutes 28 seconds West 43.82 feet; South 52 degrees 10
minutes 53 seconds West 38.61 feet; South 60 degrees 38
minutes 59 seconds West 32.41 feet; South 73 degrees 08
minutes 16 seconds West 36.41 feet; South 85 degrees 46
minutes 52 seconds West 30.21 feet; North 81 degrees 08
minutes 42 seconds West 29.55 feet; North 70 degrees 04
minutes 51 seconds West 30.77 feet; North 56 degrees 24
minutes 22 seconds West 34.65 feet; North 50 degrees 15
minutes 19 seconds West 57.20 feet; North 45 degrees 32
minutes 07 seconds West 73.79 feet to an existing iron pin
and cap marked "Anderson 1838"; thence North 48 degrees 15
minutes 02 seconds West 65.01 feet to an iron pin and cap
"set August 2020"; thence with new division of the Alba
Echevarria property (Deed Book 360, Page 357) North 36 degrees
03 minutes 12 seconds East 240.25 feet to an iron pin and cap
"set August 2020" in the line of the Dennis Billhime property
(Deed Book 339, Page 781) thence with said Billhime property
South 47 degrees 58 minutes 13 seconds East 295.34 feet to an
existing iron pin and cap marked "TUNGATE 3997" a corner of
said Ralph Claywell Estate property thence with said Claywell
property South 51 degrees 24 minutes 30 seconds East 62.43
feet to the beginning containing 1.820 acres according to a
survey by Gregory H. Tungate, PLS #3997 with Miller, Tungate
Land Surveying, LLC. September 2, 2020, and being a part of
the property conveyed to Alba and Eladio Echevarria by deed
dated July 24, 2020, which is of record in Deed Book 360,
Page 357 in the Adair County Clerk's office.

This being TRACT B (1.820 acres) of the plat recorded in
Plat Cabinet 5, page 135, in the Office of the Adair County
Clerk. Tracts A and B of said plat were formerly Lots 7, 8,
and 9 of the Froggett Farm Division.

The above described property is subject to all right-
of-ways and easements, whether implied or of record. Gregory
H. Tungate, Surveyor, Kentucky #3997 September 2, 2020

This being a part of Lots 7, 8, and/or 9 of the lands conveyed
to Alba I. Echevarria and Eladio Echevarria, wife and husband,
from Thad Denny Laney and Sandra M. Laney, a/k/a Sandy M. Laney,
husband and wife, by deed dated July 24, 2020, and recorded in
Deed Book 360, at page 357, in the office of the Adair County
Clerk.

This deed is made subject to but not limited to the following conditions and restrictions.

1. The real estate described herein shall be utilized for residential purposes only. Hay grown on the property can be used for personal use, such as feeding animals.

2. No junk or inoperative automobiles, junk trailers or machinery, rubbish or trash, shall be allowed upon the real estate.

3. It is understood and agreed that when Buyers construct a driveway upon said property, a proper culvert must be installed by the Buyer.

4. The real estate shall not be used or maintained as a dumping ground for rubbish, trash, garbage, etc. All waste shall be kept in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. If junk is reported on the property, Buyer will be given notice and have 30 days to remove, if not removed penalty of \$50.00 per day will be charged for every day the junk remains on the property.

5. Individual sewage disposal systems shall be located and constructed in accordance with the requirements, standards, and recommendations of the State Board of Health. Approval of such systems as installed shall be obtained from the proper authority.

6. No noxious or offensive trade or activity shall be carried out upon the real estate nor shall anything be done therein which may become an annoyance to the neighborhood.

7. There shall be only one animal per acre of land. This excludes all household pets. Horses and cows are allowed.

8. It is understood and agreed that all mobile, modular and conventional homes placed on the real estate shall be kept in a neat appearance at all times. There will be immediate underpinning on all mobile homes within 60 days. All mobile homes must be approved by Seller. Homes

must comply with the Adair County Zoning Commission status and other county requirements.

9. No business or commercial activity of any kind shall be carried out upon the real estate.

10. Invalidation of any one of the covenants by judgement or court order shall in no way affect any of the other provisions which shall remain in full force and effect. The covenants, conditions, and restrictions herein contained shall run with the land and shall be binding on all owners, their heirs, executors, administrators, and assigns. Enforcement shall be by proceedings at law or in equity against any persons violating or attempting to violate any covenant, either to restrain said violation or to recover damages for the violation.

11. This conveyance is made subject to all applicable planning and zoning regulations for Adair County, KY and to all legal roads, passways, and easements that are apparent or of record.

12. (MAINTAINED SECTION OF ROAD) For the purpose of maintaining a private road, a Road District shall be formed by the lot owners. The Road District shall have the power to assess each lot owner an annual charge for road maintenance and to place a lien against individual lots for amounts remaining unpaid for a period of NINETY (90) DAYS after the date of notification of said assessment. The member lot owners shall select THREE (3) officers each year to represent them and to distribute funds collected for such road maintenance. Said Road District may be terminated at any time by agreement of 75% of the property owners, or at such time the Fiscal Court takes over and assumes the maintenance of said road. For voting purposes each lot shall be entitled to one vote. Until Road Committee is formed, Seller will collect \$10.00 monthly for road maintenance.

(UNMAINTAINED SECTION OF ROAD) Lot owners on the unmaintained section of the road will be required to sign an exemption form, stating that they do not reside on the maintained section of the road and will not be required to pay the road maintenance fee. Chris McGehee will NOT be responsible for maintaining this section of the road, therefore the lot owners on the unmaintained section of

the road will be responsible for any maintenance done to this section.

For purposes of valuation, this property is valued at Seven Thousand Five Hundred (\$7,500.00) Dollars.

This conveyance is made subject to: any and all right-of-ways for street or highway purposes; any oil and gas leases; any and all easements that have been granted for any type of utility (including natural gas transmission lines, but not necessarily limited thereto); any other restrictions or conditions which may appear in the recorded chain of title; and zoning laws and governmental laws and regulations affecting the property, if any.

TO HAVE AND TO HOLD same with all appurtenances thereunto belonging unto the Grantee, her heirs and assigns forever with Covenants of General Warranty.

The Grantee has executed this deed for the sole purpose of executing the Consideration Certificate.

CONSIDERATION CERTIFICATE

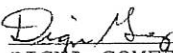
We do hereby certify, pursuant to KRS Chapter 382, that the above-stated consideration is the true, correct and full consideration paid for the property herein conveyed. We further certify that the valuation as set forth is the true and correct valuation to the best of our knowledge, information and belief.

We further certify our understanding that falsification of the stated consideration or valuation of the property is a Class D felony, subject to one to five years imprisonment and fines up to Ten Thousand (\$10,000.00) Dollars.

IN WITNESS WHEREOF the parties have signed as of the date set forth in the notarization of their signatures.


ALBA I. ECHEVARRIA, Grantor

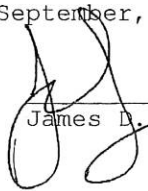

ELADIO ECHEVARRIA, Grantor


DIGNA GOMEZ, Grantee

STATE OF KENTUCKY
COUNTY OF ADAIR

The execution of the foregoing DEED was acknowledged before me and the CONSIDERATION CERTIFICATE was subscribed and sworn to before me by **ALBA I. ECHEVARRIA and ELADIO ECHEVARRIA, wife and husband**, this the 12th day of September, 2020.

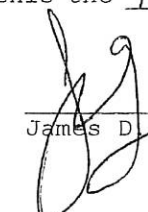
01/05/23
COMMISSION EXPIRATION DATE
NOTARY PUBLIC ID NO. 614410


James D. Zornes, NOTARY PUBLIC

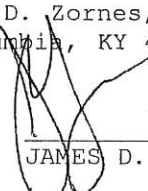
STATE OF KENTUCKY
COUNTY OF ADAIR

The CONSIDERATION CERTIFICATE was subscribed and sworn to before me by **DIGNA GOMEZ, single**, this the 17th day of September, 2020.

01/05/23
COMMISSION EXPIRATION DATE
NOTARY PUBLIC ID NO. 614410


James D. Zornes, NOTARY PUBLIC

I hereby certify that the foregoing instrument was prepared **WITHOUT PRIOR TITLE EXAMINATION** by James D. Zornes, DURHAM & ZORNES, 130 Public Square, P.O. Box 100, Columbia, KY 42728, Phone: 270/384-4411, FAX: 270/384-5781.


JAMES D. ZORNES, ATTORNEY

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STATE OF KENTUCKY
COUNTY OF ADAIR

I, Lisa Greer, Clerk of Adair County, do hereby certify that the foregoing instrument was produced to me and lodged for record in my said office on the 17th day of Sept, 2020, at 12:26 p.m.; whereupon, I have recorded the same, and this certificate in Deed Book 361, at page 132, this the 17th day of Sept, 2020, at 5:42 p.m.

Lisa Greer sb
CLERK, ADAIR COUNTY

RECEIVED
ADAIR COUNTY

SEP 17 2020

NAME _____ Page 6 of 6
TIME 12:26 pm

Book: 361 Pages: 132-137 (6)

Name: DEED
LISA GREER
ADAIR COUNTY
9/17/2020 5:42 PM

