

PERMANENT SANITARY SEWER EASEMENT

This **PERMANENT SANITARY SEWER EASEMENT** is made and entered into this the 13th day of May, 2019, by and between **TATES CREEK OFFICE CENTRE, LLC**, a Kentucky limited liability company (successor to **TATES CREEK OFFICE CENTRE**, a Kentucky general partnership) 2201 Regency Road, Suite 602, Lexington, Kentucky 40503, which is the in-care of tax mailing address for the current year (hereinafter "Grantor"), and **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, 200 East Main Street, Lexington, Kentucky 40507, (hereinafter "Grantee").

WITNESSETH:

That for and in consideration of the sum of **ONE THOUSAND FOUR HUNDRED TEN AND 00/100 DOLLARS (\$1,410.00)**, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, said Grantor has **BARGAINED** and **SOLD** and does hereby **GIVE, GRANT** and **CONVEY** unto the Grantee, its successors and assigns, permanent right to excavate, grade, construct, alter, re-grade and perform related work for the purpose of sanitary sewer construction, installation, improvements, and relocation through and across the following tract of land located in the confines of Lexington, Fayette County, Kentucky, depicted on the attached Exhibit A, and more particularly described as follows, to wit:

Permanent Sanitary Sewer Easement
West Hickman Trunk - Sewer Line D Project
(a portion of 4071 Tate's Creek Centre Drive)

Return to:
Charles E. Edwards III
LFUCG, Dept. of Law, 11th Floor
200 East Main Street
Lexington, KY 40507

(CC-F)

196

5

Beginning at a point on the owner's North property corner of Lot A of the Belleau Wood Shopping Center, which is also on the right-of-way of Wilson Downing Road, as depicted in Plat Cabinet H, Slide 26 of the Fayette County Clerk's Records; thence with said parcels eastern property line South 56 Degrees 47 Minutes 14 Seconds East a distance of 13.25 feet; thence with a new severance line South 29 Degrees 21 Minutes 14 Seconds West a distance of 307.99 feet to a point on the stated parcels southwestern property line; thence with that line North 34 Degrees 11 Minutes 53 Seconds West a distance of 20.85 feet; thence with a new severance line North 29 Degrees 21 Minutes 14 Seconds East for a distance of 181.32 feet to a point on the stated parcels northwestern property line; thence with that line North 32 Degrees 40 Minutes 04 Seconds East a distance of 117.34 feet to the POINT OF BEGINNING.

The above described parcel contains 0.013 acres of permanent sanitary sewer easement;

Being a portion of the property conveyed to Tates Creek Office Centre, a Kentucky general partnership, by deed dated June 24, 1992, of record in Deed Book 1633, Page 612, in the Fayette County Clerk's Office.

TO HAVE AND TO HOLD the above-described easement together with all rights, appurtenances, and improvements thereunto belonging unto Grantee, its successors and assigns forever, for the purposes and uses herein designated.

The above-described permanent easement runs with the land in perpetuity and is binding upon the successors and assigns of the Grantor. Grantor shall have the full right to use the surface of the land lying over said permanent easement for any purpose desired, provided such use will not interfere with the Grantee's free use of the easement herein granted and provided further that no building or structure shall be erected upon, across, over or through said permanent easement without prior written consent of the Grantee.

Grantee agrees that initial construction of the sanitary sewer line(s), within that portion of the easement granted hereby which runs under the existing parking plot, shall be by boring under the parking lot and that the parking lot shall not be disturbed by such installation. The area disturbed by any construction pursuant to this easement will be restored to an equal or better condition than when the construction began; including settling, if any, in the parking lot by reason of the initial installation of the sanitary sewer line(s).

Grantor does hereby release and relinquish unto the Grantee, its successors and assigns forever, all of its right, title, and interest in and to the property to the extent of the interests conveyed herein, including all exemptions allowed by law, and does hereby covenant to and with the Grantee, its successors and assigns forever, that it is lawfully seized in fee simple of said property and has good right to sell and convey the easement as herein done, and that it will **WARRANT SPECIALLY** said title, subject to easements, restrictions and encumbrances of record.

The obtaining of this easement was authorized by Resolution 640-2018, passed by the Lexington-Fayette Urban County Council on October 25, 2018. Pursuant to KRS 382.135(2)(a), this permanent sanitary sewer easement, which pertains to a public utility, need not contain a statement of consideration.

IN TESTIMONY WHEREOF, the Grantor has signed this Permanent Sanitary Sewer Easement, this the day and year first above written.

[Signatures on Next Page]

GRANTOR:

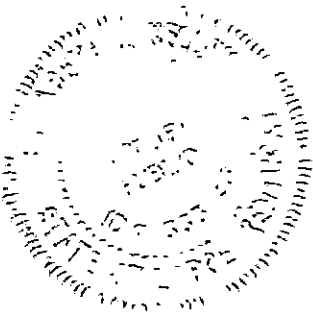
TATES CREEK OFFICE CENTRE, LLC
(SUCCESSOR TO TATES CREEK OFFICE CENTRE)

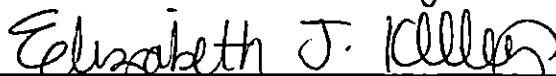


WILLIAM L. ROUSE III
MANAGER

COMMONWEALTH OF KENTUCKY)
)
COUNTY OF FAYETTE)


This instrument was acknowledged, subscribed and sworn to before me by
William L. Rouse III, in his capacity as Manager of Tates Creek Office Centre, LLC
(successor to Tates Creek Office Centre), on this the 13 day of May, 2019.




Notary Public, Kentucky, State at Large

My Commission Expires: 04/20/2020

PREPARED BY:



CHARLES E. EDWARDS III
Attorney
Lexington-Fayette Urban County Government
Department of Law, 11th Floor
200 East Main Street
Lexington, Kentucky 40507
(859) 258-3500

Exhibit "A"

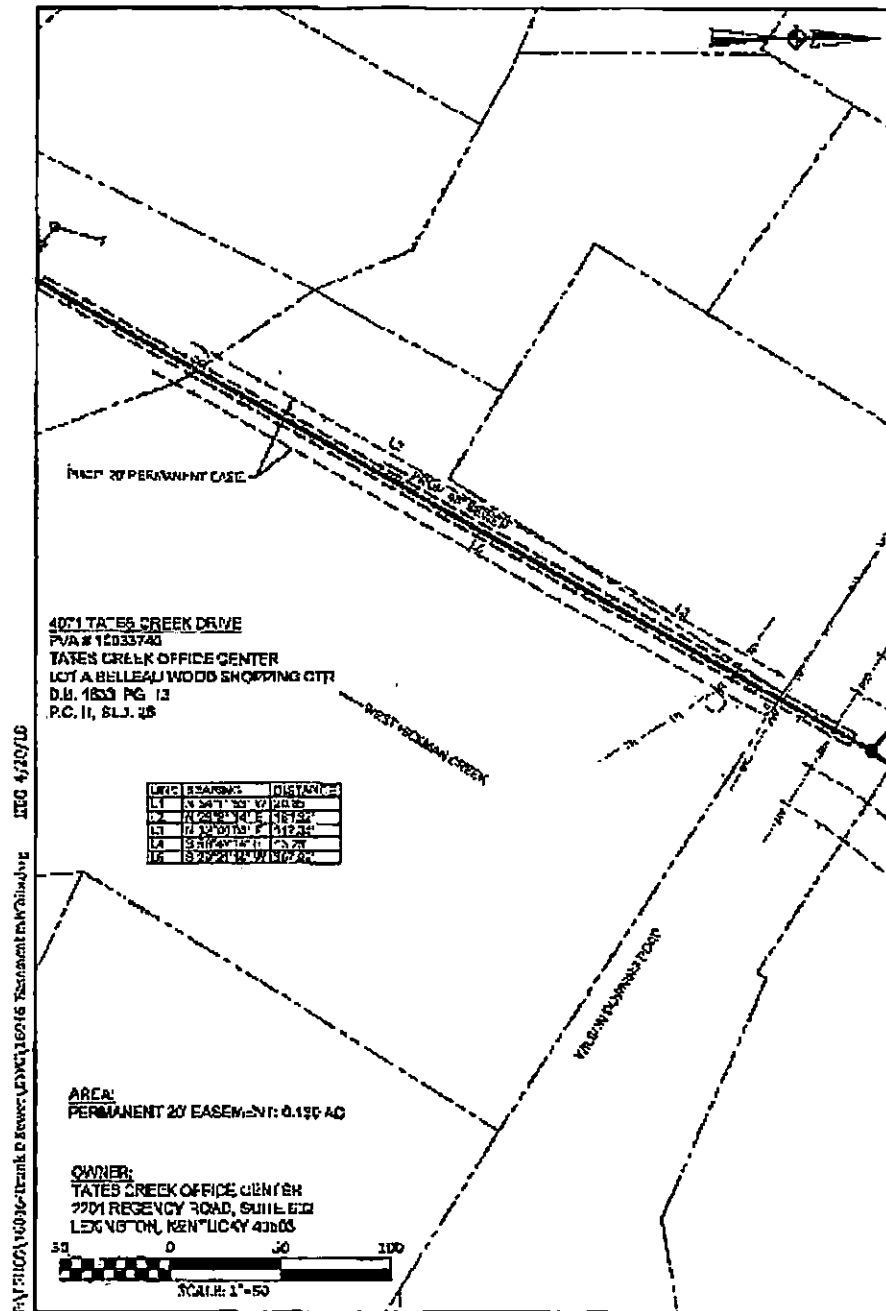


EXHIBIT SHOWING
SANITARY SEWER EASEMENT
TO BE ACQUIRED FROM
TATES CREEK OFFICE CENTER
4071 TATES CREEK DRIVE
LEXINGTON, KENTUCKY

Project No.	16106
Date	MARCH 2018
Drawn By	PA
Scale	

I, Donald W Blevins Jr, County Court Clerk
of Fayette County, Kentucky, hereby
certify that the foregoing instrument
has been duly recorded in my office.



By: EMILY GENTRY ,dc

201905170196

May 17, 2019

11:13:39 AM

Fees	\$23.00	Tax	\$.00
------	---------	-----	--------

Total Paid	\$23.00
------------	---------

THIS IS THE LAST PAGE OF THE DOCUMENT

6 Pages

618 - 623