

GRANT OF EASEMENT

This **EASEMENT** is made and entered into this 2ND day of OCTOBER, 2015, by and between **LMP, LLC**, a Kentucky limited liability company (successor-by-merger to Lexington Mall Properties, Inc., by Articles of Merger effective as of September 30, 2012), 5001 Harrodsburg Road, Nicholasville, Kentucky 40356, ("Grantor"), which is also the in-care of tax mailing address for the current year, and the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, 200 East Main Street, Lexington, Kentucky 40507 ("Grantee");

WITNESSETH:

That for and in consideration of the sum of **Ten Dollars and 00/100 Cents (\$10.00)**; mutual promises related to other easements across the subject property and maintenance of items related to same; and Grantee's acceptance of ownership of and responsibility for maintenance of the water line running through the below described easement (to the extent and under the conditions agreed to by Grantor and Grantee in a prior agreement dated June 17, 2014), owned by Grantor and to which Grantee will connect for water service for the new Senior Center; and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor has **BARGAINED** and **SOLD** and does hereby **GIVE, GRANT** and **CONVEY** unto the Grantee, its successors and assigns, the permanent right to construct, install, operate, improve, rebuild, reconstruct, maintain and repair a water transmission and distribution line or lines, with necessary fittings and attached facilities, including laterals which may run from the below-described easement over, through, under and across the following tract of land located in the confines of Lexington-Fayette County, Kentucky, and more particularly

Michael Keith Horn
Department of Law
200 E. Main Street, 11th Floor
Lexington, Ky. 40507

described as follows:

Permanent Water Line Easement
(a portion of 2299 Richmond Road)
Southland Christian Church of
Lexington, Kentucky, Inc.

Depicted on Exhibit A attached hereto and more particularly described as follows:

COMMENCING at point in the North Right of Way of Richmond Road, said point also being a common corner with 2349 Richmond Road (Southland Christian Church P.C. R Sld. 99) and 2299 Richmond Road (Lexington Mall Properties INC, P.C. M Sld. 997) thence, along said Right of Way N 41°56'48" W a distance of 12.38' to the **TRUE POINT OF BEGINNING** of a new Water line Easement.

Thence, along said Right of way, N 41°56'48" W a distance of 20.00'. Thence, leaving said Right of way and with a new water line easement N 49°50'01" E a distance of 150.07', to a point in the common line between 2349 and 2299 Richmond Road. Thence, along said common line, S 41°56'48" E a distance of 20.00', to a point. Thence, leaving said common line and with a new water line easement, S 49°50'01" W a distance of 150.07', to the **TRUE POINT OF BEGINNING**.

Being a water line easement on a portion of the same property conveyed to Lexington Mall Properties, Inc., by Deed dated December 20, 2010, of record in Deed Book 2984, Page 638, in the Fayette County Clerk's Office.

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

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 the prior written consent of the Grantee.

Grantor does hereby covenant to and with said 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 herein, and that it will **WARRANT GENERALLY** said title.

The obtaining of this easement was authorized by Resolution No. 413-2014 passed by the Lexington-Fayette Urban County Council on July 8, 2014. Pursuant to KRS 382.135(2)(a), this public utility easement is exempt from the requirements related to certificate of consideration. This conveyance is exempt from real estate transfer tax pursuant to KRS 142.050.

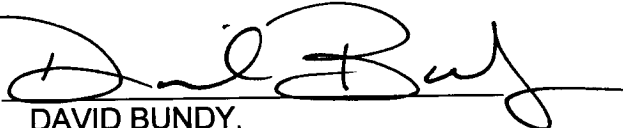
IN TESTIMONY WHEREOF, the Grantor has signed this Grant of Easement, the day and year first above written.

GRANTOR:

LMP, LLC
a Kentucky limited liability company

BY: Southland Christian Church of
Lexington, Kentucky, Inc.,
a Kentucky Corporation

ITS: Sole Member

BY: 
DAVID BUNDY,
CHAIRMAN/PRESIDENT

COMMONWEALTH OF KENTUCKY)
)
COUNTY OF FAYETTE)

The foregoing Easement was subscribed, sworn to and acknowledged before me by David Bundy, as Chairman/President of Southland Christian Church of Lexington, Kentucky, Inc., Sole Member of LMP, LLC, successor by merger to Lexington Mall Properties, Inc., by Articles of Merger effective as of September 30, 2012, on this the 2ND day of OCTOBER, 2015.

My commission expires: 2-23-2019


Guy R. Colson
Notary Public, State-at-Large, Kentucky

PREPARED BY:

Michael Keith Horn
Michael Keith Horn,
Managing Attorney
Lexington-Fayette Urban
County Government
Department of Law
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Lexington, Kentucky 40507
(859) 258-3500

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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: SHEA BROWN ,dc

201510050029

October 5, 2015

8:40:57 AM

Fees	\$20.00	Tax	\$.00
Total Paid		\$20.00	

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