

UTILITY EASEMENT

THIS INDENTURE, made this _____ day of _____, 20____, by and between LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT PUBLIC FACILITIES CORPORATION, an agency of and an instrumentality of the Lexington-Fayette Urban County Government, organized and existing under the laws of the Commonwealth of Kentucky, 200 East Main Street, Lexington, Kentucky 40507 (hereinafter "Grantor") and KENTUCKY-AMERICAN WATER COMPANY, a corporation organized and existing under the laws of the Commonwealth of Kentucky, having an office for the transaction of business at 2300 Richmond Road, Lexington, KY 40502 (hereinafter "Grantee").

W I T N E S S E T H

The Grantor, in consideration of the covenants and agreements hereinafter recited and the sum of Eleven Thousand One Hundred Fifty (\$11,150.00) Dollars and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby sell, give, grant and convey unto the Grantee, its successors and assigns, forever, an easement in, under, across and over the real estate of the Grantor, situated in Jessamine County, Kentucky, more particularly described on Exhibit A and as shown on the sketch, Exhibit B, both attached hereto and made a part hereof, for the purpose of installing, laying, operating, maintaining, inspecting, removing, repairing, replacing, relaying and adding to from time to time water pipe or pipes, together with all necessary fittings, valves, hydrants, meters, appurtenances and attached facilities, including service lines of its customers, service pipes and laterals and connections for the transmission and distribution of water. Together with the right to the Grantee, its successors and assigns, to (i) enter in and upon the real estate described above with men and machinery, vehicles and material at any and all times for the purpose of installing, maintaining, repairing, renewing or adding to the aforesaid water pipe lines and attached facilities, (ii) remove trees, bushes, undergrowth

and other obstructions interfering with the activities authorized herein, and (iii) for doing anything necessary, useful or convenient for the enjoyment of the easement herein granted.

Grantor further grants to Grantee a temporary easement for the purpose of constructing its lines and facilities, which temporary easement shall extend up to an additional thirty (30) feet adjacent to the permanent easement herein granted (to the extent Grantor's lands extend such distance from said permanent easement). The total width of the permanent easement and the temporary easement shall not exceed fifty (50) feet. Said temporary easement to terminate and revert to Grantor upon completion of construction of such lines and facilities.

The right of the Grantor to freely use and enjoy its interest in the real estate is reserved to Grantor, its successors and assigns insofar as the exercise thereof does not endanger or interfere with the construction, operation, and maintenance of Grantee's water pipe lines and attached facilities, except that no building, structure or similar improvements shall be erected within said easement, nor shall the grade or ground cover over Grantee's facilities be substantially altered, without the consent of the Grantee. Notwithstanding the foregoing, no other pipes or conduits shall be placed within ten (10) feet, measured horizontally, from the said water pipes except pipes crossing same at right angles, in which latter case, a minimum distance of two (2) feet shall be maintained between the pipes. All sewer pipe shall be laid below the water pipes. No excavation or blasting shall be carried on which in any way endangers or might endanger the water pipe lines and attached facilities.

TO HAVE AND TO HOLD the above granted easement unto the same Grantee, its successors and assigns forever.

The Grantee agrees, by the acceptance of this easement that, upon any opening made in connection with any of the purposes of this easement, said opening shall be backfilled and resurfaced to as nearly as possible the same condition as existed when said opening was made, provided that Grantee shall not be obligated to restore landscaping, other than reseeding any grass which was removed upon entry, all such work to be done at the expense of the Grantee.

Grantor will warrant generally the title of said easement during its existence with Grantee, its successors and assigns, for the use and benefit against all parties whomsoever. Grantor acquired title to said real estate on which the easement is located by deeds recorded in Deed Book 103, Page 345 and in Deed Book 267, Page 470 in the County Clerk's Office for Jessamine County, Kentucky.

Said easement is exempt from the requirement of a Certificate of Consideration (KRS 382.135(2)(a)) and the transfer is exempt from transfer tax (KRS 142.050).

IN WITNESS WHEREOF, the Grantor has duly executed this INDENTURE, all as of the day and year first above written.

Lexington-Fayette Urban County Government Public Facilities Corporation,
an agency and an instrumentality of the Lexington-Fayette Urban County Government
(Name of Corporation)

(Signature)

(Printed Name and Title)

COMMONWEALTH OF _____)
) SS
COUNTY OF _____)

On this _____ day of _____, 20____, before me, a Notary Public in and for said County and State, personally appeared _____ to me known, who, being by me duly sworn did say that he/she is _____ of **Lexington-Fayette Urban County Government Public Facilities Corporation**, an agency of and an instrumentality of the Lexington-Fayette Urban County Government, organized and existing under the laws of the Commonwealth of Kentucky, and that said instrument was signed in behalf of said corporation by authority of its Board of Directors, and said _____ acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My commission expires _____

Notary Public

This Instrument Was
Prepared By:
Lindsey W. Ingram III
Stoll Keenon Ogden PLLC
300 W. Vine St. Suite 2100
Lexington, KY 40507

Reasonable care has been taken to redact any Social Security Numbers in this document.
When recorded please return to Adam Tilley, Kentucky-American Water Company, 2300 Richmond Road,
Lexington, KY 40502.