

DEED OF EASEMENT

This **PERMANENT SANITARY SEWER EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT** is made and entered into this the 20th day of May, 2019, by and between **FIFTH THIRD BANK, an Ohio banking corporation**, 38 Fountain Square Plaza, MD10AT76, Cincinnati, Ohio 45202, 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 **TWO THOUSAND NINETY-FIVE DOLLARS AND 82/100 (\$2,095.82)**, 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** with special warranty covenants and subject to all easements, reservations, limitations and restrictions of record, 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 improvements and construction, installation 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
Wolf Run B & C Trunk Sewer Project
(a portion of 2225 Versailles Road)

Beginning, at the Northwest corner of 2225 Versailles Road (Fifth Third Bank, Deed Book 3053, Page 113) also a common corner with 2233 Versailles Road (Merryman Investment VII LLC, Deed Book 2669, Page 344) and in the common line of 2220 Devonport Drive (King Henry Apartments, LLC, Deed Book 3419, Page 708); thence along the common line of 2225 Versailles Road and 2220 Devonport Drive, N 84°25'51" E a distance of 20.65 feet; thence leaving said line and with a permanent easement, S 06°42'57" E a distance of 2.92 feet; thence S 83°17'03" W a distance of 20.72 feet, to a point in the common line of 2225 Versailles Road and 2233 Versailles Road; thence along said line, N 05°34'01" W a distance of 3.34 feet, to the **POINT OF BEGINNING**; and,

The above described parcel contains 64.79 sq. ft. of permanent easement; and

Being a portion of the property conveyed to Fifth Third Bank, an Ohio banking corporation, by deed dated January 27, 2012, of record in Deed Book 3053, Page 113, in the Fayette County Clerk's Office.

FURTHER, for and in consideration of the sum hereinbefore mentioned, the receipt and sufficiency of which is hereby acknowledged, Grantor has **BARGAINED** and **SOLD** and does hereby **GIVE, GRANT** and **CONVEY** with special warranty covenants and subject to all easements, reservations, limitations and restrictions of record, unto the Grantee, its successors and assigns, temporary right to excavate, grade, construct, alter, re-grade and perform related work for the purpose of sanitary sewer placement and construction, installation and relocation through and across the following tract of land located in the confines of Lexington, Fayette County, Kentucky, depicted on Exhibit "A" attached hereto, and more particularly described as follows:

Temporary Construction Easement
Wolf Run B & C Trunk Sewer Project
(a portion of 2225 Versailles Road)

Beginning, at the Northwest corner of 2225 Versailles Road (Fifth Third Bank, Deed Book 3053, Page 113) also a common corner with 2233 Versailles Road (Merryman Investment VII LLC, Deed Book 2669, Page 344) and in the common line of 2220 Devonport Drive (King Henry Apartments LLC, Deed Book 3419, Page 708); thence along the common line of 2225 Versailles Road and 2220 Devonport Drive, N 84°25'51" E a distance of 30.66 feet; thence leaving said line and with a temporary construction easement, S 06°42'57" E a distance of 12.72 feet; thence S 83°17'03" W a distance of 30.92 feet, to a point in the common line of 2225 and 2233 Versailles Road; thence along said line, N 05°34'01" W a distance of 13.34 feet to the **POINT OF BEGINNING**; and,

The above described parcel contains 336.33 sq. ft. of temporary construction easement; and,

Being a portion of the property conveyed to Fifth Third Bank, an Ohio banking corporation, by deed dated January 27, 2012, of record in Deed Book 3053, Page 113, in the Fayette County Clerk's Office.

TO HAVE AND TO HOLD the above-described easements 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 temporary construction easement runs with the land for the duration of the improvement project and is binding upon the successors and assigns of the Grantor. The above-described permanent easement runs with the land in perpetuity and is binding upon the successors and assigns of the Grantor. The temporary construction easement shall take effect upon the commencement of construction of the project and will expire upon completion of the project, or upon December 31, 2020, whichever shall come first ("Temporary Easement Term").

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 materially interfere with the Grantee's use of the easement area and rights under 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, at its sole cost and expense, shall maintain the easement area in as neat and clean a condition as is reasonably practical under the circumstances, but in at least an equal to or better condition than when the construction began, during the duration of the Temporary Easement Term. Grantee will promptly clean up and remove all waste, debris, and unused materials from the temporary easement area upon the conclusion of the Temporary Easement Term. Any portion of the temporary easement area that is disturbed will be restored by Grantee to an equal to or better condition than when the construction began. Grantee shall make reasonable efforts to ensure that its operations in the temporary easement area cause as little disruption and inconvenience to Grantor, its invitees and permittees (including customers and employees) as reasonably possible. Grantee shall be responsible for the maintenance and repair of all sewer line(s) it places in the easement area, except to the extent the damage necessitating repairs is caused solely by the Grantor.

Grantee shall keep the Grantor's property free and clear of all mechanics' and materialmen's liens and other liens on account of work done for or by Grantee. Should any such lien be filed against the Grantor's property, and Grantee does not have such lien released or bonded off within thirty (30) days after filing, Grantor may, without notice

to Grantee, elect to obtain the release of such lien and any sums expended by Grantor shall be immediately repaid to Grantor by Grantee upon demand.

Grantee shall carry (or cause to be carried) for the duration of the easement (i) workers' compensation insurance as required by any applicable law or regulation, (ii) employer's liability insurance in the amount of 1,000,000.00 each accident for bodily injury, \$1,000,000.00 policy limit for bodily injury by disease, and \$1,000,000.00 each employee for bodily injury by disease, and (iii) commercial general liability insurance with the minimum limits of \$1,000,000.00 for each occurrence, bodily injury, and property damage combined. Grantee shall furnish Grantor with certificate(s) of insurance issued by the insurer evidencing Grantee's compliance with the insurance coverage requirements of this provision. In the alternative, Grantee may satisfy its insurance obligations hereunder by maintaining an adequate policy of self-insurance.

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, 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 easements as herein done as set forth herein, and that it will **WARRANT SPECIALLY** said title.

The obtaining of this easement was authorized by Resolution 59-2019, passed by the Lexington-Fayette Urban County Council on February 7, 2019. Pursuant to KRS 382.135(2)(a), this deed of easement, which pertains to a public utility, need not contain a statement of consideration.

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

GRANTOR:

FIFTH THIRD BANK, an
Ohio banking corporation

BY: Chad Pendlay
CHAD PENDLAY

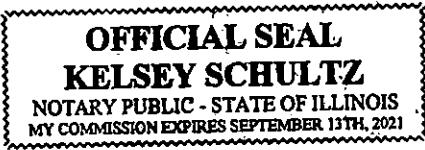
ITS: VP

BY: Randall L Morrissey
Randall L Morrissey

ITS: VP

STATE OF ~~OHIO~~ Illinois)
COUNTY OF ~~HAMILTON~~ Dupage)

This instrument was acknowledged, subscribed and sworn to before me by Chad Pendlay in their capacity as VP on behalf of Fifth Third Bank, an Ohio banking corporation, on this the 20th day of May, 2019.



Kelsey Schultz
Notary Public, Ohio, State-at-Large
IL
My Commission Expires: 9/13/2021

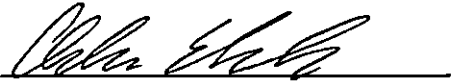
STATE OF OHIO Illinois)
COUNTY OF ~~HAMILTON~~ Dupage)

This instrument was acknowledged, subscribed and sworn to before me by Randall L. Morrissey in their capacity as VP on behalf of Fifth Third Bank, an Ohio banking corporation, on this the 20th day of May, 2019.



Kelsey Schultz
Notary Public, Ohio, State-at-Large
IL
My Commission Expires: 9/13/2021

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"



SURVEY EXHIBIT

2225 VERSAILLES ROAD
 LEXINGTON FAYETTE CO., KY
 VILLAGE SQUARE LOT 2
 PLAT CABINET A SLIDE 119
 DATE DEC-2018



SURVEY NOTES

- 1- THE BASIS OF BEARINGS FOR THIS SURVEY IS KENTUCKY STATE PLANE NORTH (NAD83), GEO-D MODEL 12-B
- 2- THIS SURVEY IS SUITABLE AS AN URBAN CLASS SURVEY.

LEGEND

- NEW SEBER LINE
- EASEMENT (PERMANENT)
- EASEMENT (TEMPORARY)
- EASEMENT (RELEASED)
- PROPERTY LINE

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

201905230048

May 23, 2019

8:45:41

AM

Fees

\$35.00

Tax

\$.00

Total Paid

\$35.00

THIS IS THE LAST PAGE OF THE DOCUMENT

10 Pages

727 - 736