

UTILITY EASEMENT

THIS INDENTURE, made this _____ day of August, 2017, by and between LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, (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 Two Thousand Two Hundred Dollars (\$2,200.00) 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 Fayette 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 use reasonable additional space adjacent to the above described easement as may be required during the periods of construction and maintenance 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.

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 warrants and will defend title to 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 deed recorded in Deed Book 1920, Page 421 in the Office of the Fayette County Clerk, Fayette County, Kentucky.

**20' PERMANENT KAW EASEMENT &
20' TEMPORARY CONSTRUCTION EASEMENT DESCRIPTION
FOR KENTUCKY AMERICAN WATER
ON THE PROPERTY OF L.F.U.C.G.
1350 PLEASANT RIDGE DRIVE
LEXINGTON, FAYETTE COUNTY, KENTUCKY**

20' PERMANENT EASEMENT

BEGINNING at the common corner of LFUCG (1350 Pleasant Ridge Drive, DB 1920, Pg 421) and LFUCG (1384 Pleasant Ridge Drive, DB 2648, Pg 673), said point being in the Pleasant Ridge Drive east right of way; thence leaving said 1384 Pleasant Ridge Drive and with said Pleasant Ridge Drive east right of way, South 02°18'17" East, 14.55 feet to the **TRUE POINT OF BEGINNING**; thence leaving said Pleasant Ridge Drive east right of way for three (3) new lines through the lands of said 1350 Pleasant Ridge Drive:

- 1) North 87°59'38" East, 19.50 feet to a point,
- 2) South 82°11'58" East, 378.50 feet to a point,
- 3) North 65°44'44" East, 20.73 feet to a point in the line with said 1384 Pleasant Ridge Drive;

Thence with said 1384 Pleasant Ridge Drive, South 82°11'58" East, 33.65 feet to a point in the Interstate 75 west right of way; thence leaving said 1384 Pleasant Ridge Drive and with said Interstate 75 west right of way, South 11°20'06" East, 2.19 feet to a point; thence leaving said Interstate 75 west right of way for three (3) new lines through the lands of said 1350 Pleasant Ridge Drive:

- 1) South 65°44'44" West, 54.50 feet to a point,
- 2) North 82°11'58" West, 382.53 feet to a point,
- 3) South 87°59'38" West, 17.68 feet to a point in said Pleasant Ridge Drive east right of way;

Thence with said Pleasant Ridge Drive east right of way, North 02°18'17" West, 20.00 feet to the **TRUE POINT OF BEGINNING**, containing 8,769 square feet or 0.20 acre more or less.

20' TEMPORARY CONSTRUCTION EASEMENT

BEGINNING at the common corner of LFUCG (1350 Pleasant Ridge Drive, DB 1920, Pg 421) and LFUCG (1384 Pleasant Ridge Drive, DB 2648, Pg 673), said point being in the Pleasant Ridge Drive east right of way; thence leaving said 1384 Pleasant Ridge Drive and with said Pleasant Ridge Drive east right of way, South 02°18'17" East, 205.20 feet to the **TRUE POINT OF BEGINNING**; thence leaving said Pleasant Ridge Drive east right of way for three (3) new lines through the lands of said 1350 Pleasant Ridge Drive:

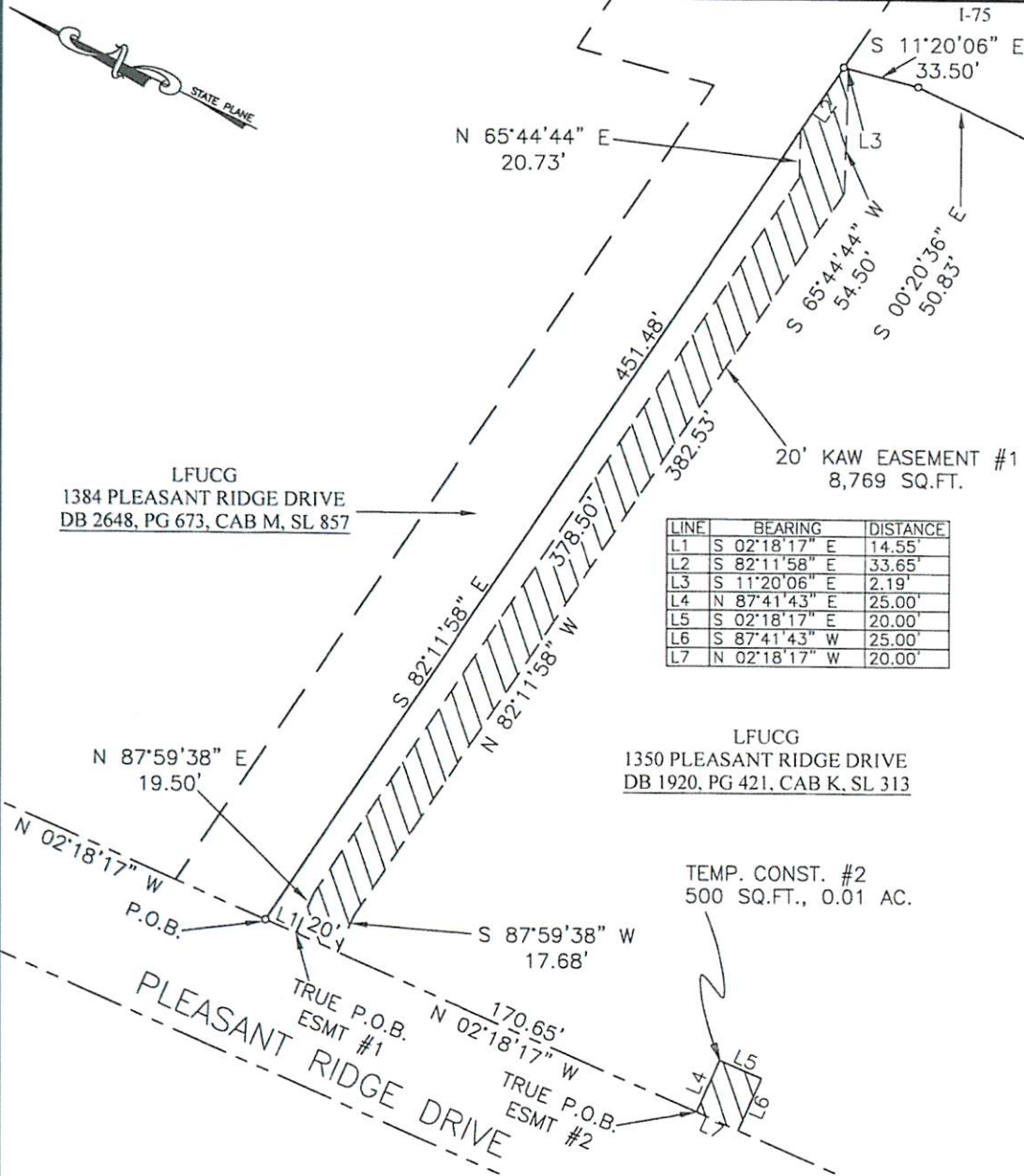
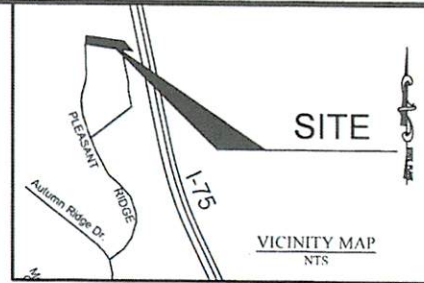
- 1) North 87°41'53" East, 25.00 feet to a point,
- 2) South 02°18'17" East, 20.00 feet to a point,
- 3) South 87°41'43" West, 25.00 feet to a point in said Pleasant Ridge Drive east right of way;

Thence with said Pleasant Ridge Drive east right of way, North 02°18'17" West, 20.00 feet to the **TRUE POINT OF BEGINNING**, containing 500 square feet or 0.01 acre more or less.

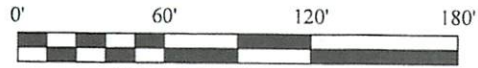


James M. Chambliss, PLS
3/25/17

PERMANENT 20' EASEMENT & TEMPORARY
CONSTRUCTION EASEMENT EXHIBIT
FOR KENTUCKY AMERICAN WATER ON THE
LFUCG PROPERTY
1350 PLEASANT RIDGE DRIVE
LEXINGTON, FAYETTE COUNTY, KENTUCKY



LINE	BEARING	DISTANCE
L1	S 02°18'17" E	14.55'
L2	S 82°11'58" E	33.65'
L3	S 11°20'06" E	2.19'
L4	N 87°41'43" E	25.00'
L5	S 02°18'17" E	20.00'
L6	S 87°41'43" W	25.00'
L7	N 02°18'17" W	20.00'



LAND SURVEYOR'S CERTIFICATE:
 THE PROPERTY LINES SHOWN ON THIS EASEMENT EXHIBIT ARE
 BASED ON DEED AND/OR RECORD PLAT DATA FROM THE FAYETTE
 COUNTY CLERK'S OFFICE AND HAVE NOT BEEN FIELD VERIFIED BY
 INTEGRATED ENGINEERING. THIS EXHIBIT DOES NOT REPRESENT A
 BOUNDARY SURVEY AS DESCRIBED IN 201 KAR 18:150 AND
 INTEGRATED ENGINEERING HAS NOT PERFORMED A BOUNDARY
 SURVEY FOR THE PURPOSES OF THIS EXHIBIT. THIS EXHIBIT IS
 NOT INTENDED TO BE USED FOR LAND TRANSFER.

James M. Chambliss PLS 3/25/17
 JAMES M. CHAMBLISS, PLS 3185 DATE

