

## DEED OF SANITARY SEWER EASEMENT

**THIS DEED OF SANITARY SEWER EASEMENT**, is made and entered into on this the \_\_\_\_\_ day of \_\_\_\_\_, 2014, by and between **BALL HOMES, LLC**, a Kentucky limited liability company, with a mailing address of 3609 Walden Drive, Lexington, Kentucky 40517 (hereinafter "Ball") and **RML CONSTRUCTION, LLP**, a Kentucky registered limited liability partnership with a mailing address of 3609 Walden Drive, Lexington, Kentucky 40517 (hereinafter "RML") (Ball and RML are also referred to collectively hereinafter as "Grantor") and the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government pursuant to KRS 67A, with a mailing address of 200 East Main Street, Lexington, Kentucky 40507 (hereinafter "Government" or "Grantee").

### WITNESSETH:

**THAT** for and in consideration of Ten (\$10.00) and other good and valuable consideration, receipt of which is hereby acknowledged, Grantor does hereby give, grant and convey unto Government, its successors and assigns, the right to build, install, maintain, operate, service, repair, reconstruct, replace and remove a sanitary sewer line and appurtenances thereto, which sewer line and appurtenances shall be of such dimension, character, construction and use as determined by the Government, along, through, under and across the tract of land located in Lexington, Fayette County, Kentucky and is described in Exhibit "A", which is attached hereto and incorporated herein by reference.

Being a portion of the same property conveyed to Ball by deed dated March 28, 2014 and of record at Deed Book 3225, page 205 in the office of the Fayette County Clerk and a portion of the same property conveyed to RML by deed dated March 3, 2000 and of record at Deed Book 2151, page 348 in the aforesaid clerk's office.

Together with the right to use such additional land adjoining the above-described easement during the time the sewer line is being built, installed, maintained, repaired, replaced or reconstructed which is reasonably necessary to complete such work, with the right of ingress and egress upon said easement as may reasonably be necessary for the maintenance of said sanitary sewer line and any appurtenances thereto.

**TO HAVE AND TO HOLD** said easement unto the Government, its successors and assigns, for the purpose and uses herein designated, with Covenant of **GENERAL WARRANTY**.

Grantor shall have the full right to use the surface of the land lying over said easement for any purpose desired, provided such use will not interfere with Government'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 easement without first obtaining the written consent of Government.

This easement runs with the land and is binding upon the successors and assigns of Grantor.

Government agrees that, after reconstruction, maintenance and repair within the easement, the property will be restored to its original surface condition.

IN WITNESS WHEREOF, the Grantor and Grantee have hereby caused their corporate name to be affixed by their duly authorized officer, on this the day and year first above written.

BALL HOMES, LLC

BY: [Signature]  
ITS: \_\_\_\_\_

RML CONSTRUCTION, LLP

BY: [Signature]  
ITS: \_\_\_\_\_

LEXINGTON-FAYETTE URBAN  
COUNTY GOVERNMENT

BY: \_\_\_\_\_  
ITS: \_\_\_\_\_

STATE OF KENTUCKY)  
COUNTY OF FAYETTE)

The foregoing instrument was acknowledged before me by Lisa Ball,  
as Vice-President of Ball Homes, LLC, a Kentucky limited liability company, on  
this 15<sup>th</sup> day of December, 2014.

My Commission expires: 4-24-17

Berna M. Miscoman, # 488023  
NOTARY PUBLIC

STATE OF KENTUCKY)  
COUNTY OF FAYETTE)

The foregoing instrument was acknowledged before me by Lisa Ball,  
as Partner of RML Construction, LLP, a Kentucky registered limited  
liability partnership, on this 15<sup>th</sup> day of December, 2014.

My Commission expires: 4-24-17

Berna M. Miscoman, # 488023  
NOTARY PUBLIC

STATE OF KENTUCKY)  
COUNTY OF FAYETTE)

The foregoing instrument was acknowledged before me by \_\_\_\_\_,  
as \_\_\_\_\_ of the Lexington-Fayette Urban County Government, an  
urban county government pursuant to KRS 67A on this \_\_\_\_\_ day of  
\_\_\_\_\_, 2014.

My Commission expires: \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC

THIS INSTRUMENT PREPARED BY:

*Rena G. Wiseman*  
RENA G. WISEMAN, ESQ.  
3609 Walden Drive  
Lexington, Kentucky 40517  
(859) 268-1191

# EA Partners, PLLC



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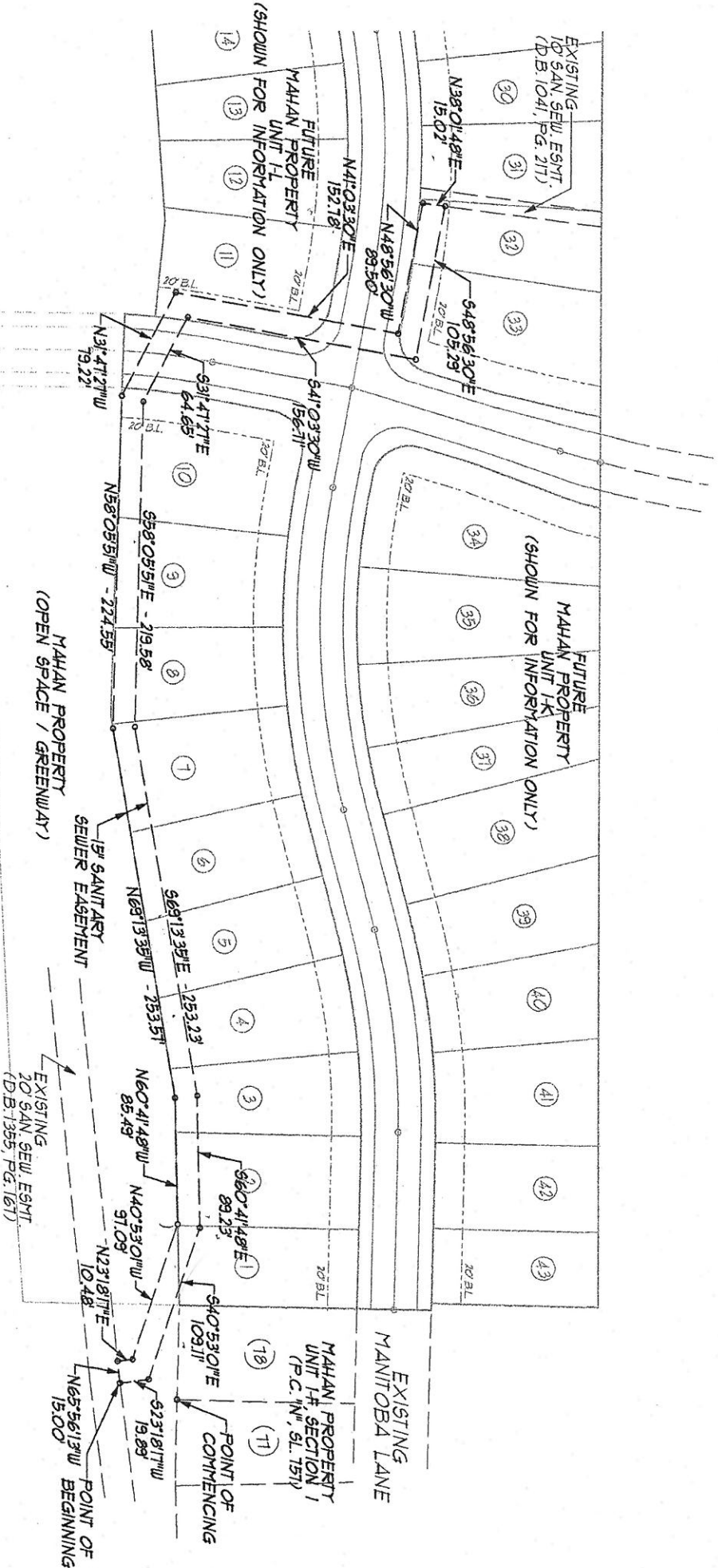
November 4, 2014

15' Sanitary Sewer Easement  
Mahan Property  
4053 Elora Lane  
Lexington, Fayette County Kentucky

**COMMENCING AT A POINT** in the southern line of Mahan Property, Unit 1-F, Section 1, said point also lying in the common line of Lots 77 and 78, as shown on Plat Cabinet N, Slide 757 of record in the Fayette County Clerk's Office; thence South 46 degrees 21 minutes 43 seconds West, 40.79 feet to a point in a existing 20' sanitary sewer easement of record in Deed Book 1355, Page 167 in the office of the Fayette County Clerk. Said point also being the **TRUE POINT OF BEGINNING**; thence with said sanitary sewer easement North 65 Degrees 56 Minutes 13 Seconds West, 15.00 feet to a point; thence leaving said sanitary sewer easement for the following eight (8) calls: North 23 Degrees 18 Minutes 17 Seconds East, 10.48 feet to a point; thence North 40 Degrees 53 Minutes 01 Seconds West, 97.09 feet to a point; thence North 60 Degrees 41 Minutes 48 Seconds West, 85.49 feet to a point; thence North 69 Degrees 13 Minutes 35 Seconds West, 253.57 feet to point; thence North 58 Degrees 05 Minutes 51 Seconds West, 224.55 feet to a point; thence North 31 degrees 47 Minutes 27 Seconds West, 79.22 feet to a point; thence North 41 Degrees 03 Minutes 30 Seconds East, 152.78 feet to a point; thence North 48 Degrees 56 Minutes 30 Seconds West, 89.50 feet to a point in a existing 10' sanitary sewer easement of record in Deed Book 1041, Page 217 in the office of the Fayette County Clerk; thence with said sanitary sewer easement North 38 Degrees 01 Minutes 48 Seconds East, 15.02 feet to a point; thence leaving said sanitary sewer easement for the following eight (8) calls: South 48 degrees 56 minutes 30 seconds East, 105.29 feet to a point; thence South 41 degrees 03 minutes 30 seconds West, 156.71 feet to a point; thence South 31 degrees 47 minutes 27 seconds East, 64.65 feet to point; thence South 58 degrees 05 minutes 51 seconds East, 219.58 feet to a point; thence South 69 degrees 13 minutes 35 seconds East, 253.23 feet to a point; thence South 60 Degrees 41 Minutes 48 Seconds East, 89.23 feet to a point; thence South 40 Degrees 53 Minutes 01 Seconds East, 109.11 feet to a point; thence South 23 Degrees 18 Minutes 17 Seconds West, 19.89 feet to the **POINT OF BEGINNING** and containing 0.35 acres (15,076 square feet).

J:\0610\unit\_1\_ph2\phase4\plats\san-sew-esmte-1.doc

EXHIBIT "A" (p. 17)



SCALE 1" = 100'

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**EXHIBIT "A" (p. 2)**  
**15' SANITARY SEWER EASEMENT**  
**MAHAN PROPERTY**  
**4053 ELORA LANE**  
**LEXINGTON, FAYETTE COUNTY, KENTUCKY**  
**NOVEMBER 2014**