

DEED OF EASEMENTS

This **PERMANENT SANITARY SEWER EASEMENT AND TEMPORARY CONSTRUCTION EASEMENTS** is made and entered into this the 29 day of January 2019, by and between **HOSPICE OF THE BLUEGRASS, INC.**, a Kentucky non-profit corporation (hereinafter "Grantor"), 2312 Alexandria Drive, Lexington, Kentucky 40504, which is the in-care of tax mailing address for the current year and **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT** (hereinafter "Grantee"), 200 East Main Street, Lexington, Kentucky 40507.

WITNESSETH:

That for and in consideration of the sum of **TEN DOLLARS AND NO CENTS (\$10.00)**, 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** unto the Grantee, its successors and assigns, the permanent right to lay, construct, operate, repair, reconstruct and remove a sanitary sewer, improvements and appurtenances thereto, which sanitary sewer and appurtenances shall be of such dimension, character, construction and use determined by Grantee along, through, under, 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:

Permanent Sanitary Sewer Easement
(a portion of 2356 Newtown Pike)
Expansion Area 3 Pump Station and Force Main

Return to:
Charles E. Edwards III
LFUCG, Dept. of Law, 11th Floor
200 East Main Street
Lexington, KY 40507
(CCF)

Easement "A"

Beginning at a point in the western line of the parcel conveyed to Anderson Ramsey, LLC in Deed Book 2687, Page 586 and depicted as Lot 2 on the Final Record Plat for Kingston Hall, Unit 2 in Plat Cabinet R, Slide 361, all of the Fayette County Clerk's records, said point being South 23° 19' 09" West 29.15 feet from a found 5/8" dia. rebar with cap stamped "EAP 2115", said rebar being the northeast corner of the servient parcel; thence with a new severance line for two (2) calls:

North 77° 51' 51" West 50.67 feet;
South 23° 19' 09" West 412.75 feet to a point in the line of the parcel conveyed to Barbara W. Poole in Deed Book 2819, Page 277; thence with the line of Poole for one (1) call:

South 65° 14' 57" East 20.00 feet; thence with a new severance line for two (2) calls:

North 23° 19' 09" East 396.81 feet;
South 77° 51' 51" East 30.58 feet to a point in the line of Anderson Ramsey, LLC; thence with said line for one (1) call:

North 23° 19' 09" East 20.39 feet to the Point of Beginning;
and,

The above described parcel contains 0.205 acre of 20' permanent easement; and

Being a portion of the same property conveyed to Hospice of the Bluegrass, Inc., a Kentucky non-profit corporation, by Deed dated December 13, 2013, of record in Deed Book 3205, Page 586, 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** 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 Easements
(a portion of 2356 Newtown Pike)
Expansion Area 3 Pump Station and Force Main

Easement "B"

Beginning at a point in the western line of the parcel conveyed to Anderson Ramsey, LLC in Deed Book 2687, Page 602 and depicted as Lot 2 on the Final Record Plat for Kingston Hall, Unit 2 in Plat Cabinet R, Slide 361, all of the Fayette County Clerk's records, said point being South 23° 19' 09" West 31.71 feet from a found 5/8" dia. Rebar with cap stamped "EAP 2115", said rebar being the northeast corner of the servient parcel and the Point of Beginning of the above described 15" Permanent Easement; thence with the line of Anderson Ramsey, LLC for one (1) call:

North 23° 19' 09" East 10.19 feet; thence with a new severance line for two (2) calls:

North 77° 51' 51" West 61.16 feet;
South 23° 19' 09" West 420.71 feet to a point in the line of the parcel conveyed to Barbara W. Poole in Deed Book 2819, Page 277; thence with line of Poole for three (3) calls:

South 65° 14' 57" East 10.00 feet to the southwest corner of the above described 20' Permanent Easement;
South 65° 14' 57" East 20.00 feet to the southeast corner of the above described 20' Permanent Easement;
South 65° 14' 57" East 10.00 feet; thence with a new severance line for two (2) calls:

North 23° 19' 09" East 388.85 feet;
South 77° 51' 51" East 20.38 feet to a point in the line of Anderson Ramsey, LLC; thence with said line for two (2) calls:

North 23° 19' 09" East 10.19 feet;

North 23° 19 '09" East 20.39 feet to the Point of Beginning;
and,

The above described parcel contains 0.409 acre of a 40'
temporary construction easement; and

Being a portion of the same property conveyed to Hospice of
the Bluegrass, Inc., a Kentucky non-profit corporation, by
Deed dated December 13, 2013, of record in Deed Book
3205, Page 586, in the Fayette County Clerk's Office.

Easement "C"

Beginning at a found 5/8" dia. rebar with cap stamped "EAP
2115", the northwest corner of the parcel conveyed to
Anderson Ramsey, LLC in Deed Book 2687, Page 602 and
depicted as Lot 2 on the Final Record Plat for Kingston Hall,
Unit 2 in Plat Cabinet R, Slide 361, all of the Fayette County
Clerk's records, and being a corner of the parcel conveyed
to Shenton Business LTD in Deed Book 3406, Page 662;
thence with the line of Anderson Ramsey, LLC for one (1)
call:

South 23° 19 '09" West 414.13 feet to the northwest corner
of the parcel conveyed to Anderson Ramsey, LLC in Deed
Book 2721, Page 448 and depicted as Lot 3 on the Final
Record Plat for Kingston Hall, Unit 2 in Plat Cabinet R, Slide
361; thence with said line for one (1) call:

South 23° 19' 09" West 38.91 feet to a found 5/8" dia. rebar,
the northeast corner of the parcel conveyed to Barbara W.
Poole in Deed Book 2819, Page 277; thence with the line of
Poole for one (1) call:

North 65° 14' 57" West 75.02 feet; thence with a new
severance line for one (1) call:

North 23° 19' 09" East 453.05 feet to a point in the line of
Shenton Business LTD; thence with said line for one (1) call:

South 65° 14' 29" East 75.02 feet to the Point of Beginning;
and,

The above described parcel contains 0.780 acre of a 75'
temporary material storage easement; and

Being a portion of the same property conveyed to Hospice of the Bluegrass, Inc., a Kentucky non-profit corporation, by Deed dated December 13, 2013, of record in Deed Book 3205, Page 586, in the Fayette County Clerk's Office.

Easement "D"

Commencing at a found 5/8" dia. rebar with cap stamped "EAP 2115", the northwest corner of the parcel conveyed to Anderson Ramsey, LLC in Deed Book 2687, Page 602 and depicted as Lot 2 on the Final Record Plat for Kingston Hall, Unit 2 in Plat Cabinet R, Slide 361, all of the Fayette County Clerk's records, and being a corner of the parcel conveyed to Shenton Business LTD in Deed Book 3406, Page 662; thence North 65° 14' 29" East 75.02 feet; thence South 23° 19' 09" West 30.01 feet; thence with the line of Easement "C" described therein for one (1) call:

South 23° 19' 09" West 9.98 feet; thence with a new severance line and being 40.00 feet from and parallel with the northern line of the Servient parcel for one (1) call:

North 65° 14' 29" West 1,339.27 feet; thence continuing with new severance line for two (2) calls:

South 19° 06' 25" West 169.80 feet;
North 65° 14' 29" West 150.73 feet to a point on the eastern Right-of-Way line of Newtown Pike; thence with said line for one (1) call:

North 19° 06' 25" East 179.85 feet to the southern line of an existing 30' Utility Easement; thence with said easement line for one (1) call:

South 65° 14' 29" East 1,490.74 feet to the Point of Beginning; and,

The above described parcel contains 0.925 acre of a 10' Temporary Access Easement; and

Being a portion of the same property conveyed to Hospice of the Bluegrass, Inc., a Kentucky non-profit corporation, by Deed dated December 13, 2013, of record in Deed Book 3205, Page 586, 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.

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 prior written consent of the Grantee. The easements granted herein are conveyed subject to the terms and conditions attached hereto as Exhibit B.

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, including all exemptions allowed by law, 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, and that it will **WARRANT SPECIALLY** said title.

The obtaining of this easement was authorized by Resolution 729-2017, passed by the Lexington-Fayette Urban County Council on December 5, 2017. Pursuant to

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

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**Attachment A
Terms and Conditions
Hospice of the Bluegrass, Inc.
2356 Newtown Pike**

1. Lexington Fayette Urban County Government (LFUCG), through its Division of Water Quality (DWQ), shall have designed and constructed, at no cost to Hospice of the Bluegrass, Inc. (HB), a gravity sewer to the HB property at 2356 Newtown Pike (HB Property). The described sanitary sewer shall be designed and constructed so as to serve by gravity the HB property and properties to the south of 2356 Newtown Pike and fronting on Newtown Pike and Providence Place Parkway, and shall include the installation on the HB Property of a sewer manhole with stub-out for a future connection for the HB property. Vision Engineering shall provide the required design services.
2. LFUCG agrees to have constructed on its property at 1181 Providence Place (LFUCG Property) which lies to east of the HB Property, at no cost to HB, a four-plank oak farm fence adjacent to the boundary line common to HB Property and LFUCG Property. The fence shall be painted black. LFUCG shall be responsible for future maintenance of the fence.
3. LFUCG shall have designed and constructed, at no cost to HB, a landscape berm including plantings, designed by Vision Engineering, along the eastern-most property line of the HB Property. LFUCG shall warranty, per standard warranty for landscaping/plantings, the berm and its plantings for a period of one year from date of acceptance. LFUCG shall be responsible for all maintenance of the berm and its plantings, including watering, during the warranty period, thereafter maintenance shall be the responsibility of HB.
4. HB agrees to provide at no cost to LFUCG four easements as described below and in the attached Exhibit:
 - a. Easement A – A permanent 20-ft easement for the sanitary sewer being designed and constructed to serve HB and properties to the north of the HB property.
 - b. Easement B – A temporary 40-ft construction easement for construction of the sanitary sewer being designed and constructed to serve HB and properties to the north of the HB property.
 - c. Easement C – A temporary 75-ft construction easement for use by DWQ and its contractor for staging and equipment and materials storage during construction of the EA3 Pump Station.
 - d. Easement D – A temporary 10-ft construction easement for construction of the EA3 Force Main sewer along with access to the easement via the existing property entrance from Newtown Pike.

5. HB acknowledges and agrees that all trees along the line common with LFUCG shall be removed by LFUCG at no cost to HB.
6. LFUCG acknowledges and agrees that the EA3 Force Main sewer will be constructed in the existing 30-ft utility easement running with the northern-most line of HB and that the 10-ft temporary construction easement is for use by DWQ and its contractor for construction of the EA3 Force Main sewer only.
7. LFUCG agrees that the access way from Newtown Pike, any and all fences and gates, and all disturbed areas shall be restored to an "equal to or better" condition at the conclusion of all construction. Non-paved site restoration shall be seed and straw. LFUCG shall maintain the site until a minimum of 70% ground cover is achieved.
8. Nothing in these MOU Terms and Conditions shall be construed as a waiver of any tap, connection, exaction, or other fee as established by LFUCG Ordinance. HB acknowledges and agrees that it shall be responsible for all such fees.
9. LFUCG acknowledges and agrees that HB has satisfied all developer exaction fees for the property known as 2356 Newtown Pike.
10. To the extent permissible by law, LFUCG agrees to indemnify and hold harmless HB from loss, liability, damages or costs that HB may incur as a result of LFUCG's construction activities on HB property, to the extent caused by the negligent or willful acts of LFUCG. Nothing contained herein is intended to be, nor shall it be a waiver of any defense, including that of sovereign immunity, that LFUCG may have as to any third party.
11. LFUCG's shall require its contractor(s) performing the above described work on the HB Property to name HB as an additional insured, for work conducted on the HB Property, on the insurance policy required for this project.

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

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February 5, 2019 9:05:36 AM

Fees	\$41.00	Tax	\$.00
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Total Paid	\$41.00
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12 Pages

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