

**TEMPORARY CONSTRUCTION EASEMENT
AND
PERMANENT STORM AND SANITARY SEWER EASEMENT**

THIS TEMPORARY CONSTRUCTION EASEMENT AND PERMANENT STORM AND SANITARY SEWER EASEMENT ("Agreement") is made and entered into as of the 8th day of December, 2016, by and among: (i) NORMA KING ("Owner"), a single person, with a mailing address of 305 Ash Street, Lexington, Kentucky 40508; (ii) LEXINGTON HOME OWNERSHIP COMMISSION II, INC., ("LHOC"), a Kentucky non-profit corporation, with a mailing address of 300 W. New Circle Road, Lexington, Kentucky 40505; and (iii) LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT ("LFUCG"), an urban county government created pursuant to Kentucky Revised Statutes Chapter 67A, with a mailing address of 200 West Main Street, Lexington, Kentucky 40507.

RECITALS:

A. Owner is the owner in fee simple of certain real property located at 305 Ash Street, Lexington, Kentucky ("Owner's Property").

B. LHOC is the owner in fee simple of certain real property located at 366 and 370 Glen Arvin Avenue, Lexington, Kentucky (collectively, "LHOC Property"), which is adjacent to the Owner's Property and upon which LHOC plans to develop residential housing units.

C. As part of the development of the LHOC Property, LHOC desires to construct storm and sanitary sewer pipelines across the Owner's Property and the LHOC Property (collectively, "Sewer Lines"), as described more particularly herein.

D. LFUCG has agreed to accept, operate and maintain the Sewer Lines.

E. Owner now desires to grant a temporary construction easement across the Owner's Property for the purpose of constructing the Sewer Lines and a permanent right of way easement across the Owner's Property for the purpose of operating and maintaining the Sewer Lines, all as described herein.

AGREEMENT:

NOW, THEREFORE, for the payment of \$500.00 by LHOC to Owner and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. TEMPORARY CONSTRUCTION EASEMENT.

1.1 Grant of Easement. Owner hereby grants and conveys unto LHOC and LFUCG, their successors and assigns, a non-exclusive temporary right and easement ("Temporary Easement") on, over and across that portion of the Owner's Property described as a "20' Storm & Sanitary Sewer Easement" on Exhibit A attached hereto and incorporated herein by reference ("Temporary Easement Area"), for the benefit of LHOC, its successors, assigns, invitees and licensees, for the purpose of laying and constructing the Sewer Lines along, across, under and through the Temporary Easement Area.

1.2 Term of Temporary Easement. The term of the Temporary Easement created hereby shall begin on the date hereof and terminate after the Sewer Lines have been completed and accepted by LFUCG, but in no event later than December 31, 2017

1.3 Construction of Sewer Lines. LHOC shall commence construction of the Sewer Lines after LHOC obtains all necessary permits, but in no event prior to the date thereof. LHOC shall work diligently to complete the construction of the Sewer Lines on or before December 31, 2016. LHOC shall notify Owner prior to any blasting during construction of the Sewer Lines. LHOC shall use reasonable efforts to avoid damage or injury to the Owner's Property during the construction of the Sewer Lines. LHOC shall construct the Sewer Lines in accordance with the engineering plans and specifications to be prepared by LHOC for review and approval by LFUCG and in compliance with all applicable laws, rules, regulations and requirements. The Sewer Lines shall be gravity lines and shall be used for domestic, non-industrial storm and sanitary waste only.

1.4 Restoration of Owner's Property. Upon completion of the construction of the Sewer Lines, LHOC shall restore the Temporary Easement Area, including any disturbed fencing and free-standing buildings on the Temporary Easement Area, as nearly as possible to its original condition.

2. PERMANENT EASEMENTS.

2.1 Grant of Easement. Owner hereby grants and conveys unto LFUCG, its successors and assigns, a non-exclusive permanent right and easement ("Permanent Sewer Easement" and, collectively with the Temporary Easement, "Easements") on, over and across that portion of the Owner's Property described as the "Permanent Storm and Sanitary Sewer Easement" on Exhibit A ("Permanent Easement Area"), for the purpose of operating, inspecting, maintaining, repairing, reconstructing and removing the Sewer Lines and appurtenances thereto, along, across, under and through the Permanent Easement Area, all in compliance with all applicable laws, rules, regulations and requirements. In addition, Owner hereby grants and conveys unto LFUCG, its successors and assigns, a permanent right to use additional land adjoining the Permanent Easement Area that may be absolutely necessary for the maintenance, repair, reconstruction or removal of the Sewer Lines, provided, however, that in accessing the Permanent Easement Area, LFUCG, its successors and assigns shall use established roads wherever possible and shall return the property including any disturbed fencing and free-standing buildings on the property, as nearly as possible to its original condition upon completion of the maintenance, repair, reconstruction or removal.

2.2 Term of Permanent Sewer Easement. The term of the Permanent Sewer Easement created hereby shall begin upon dedication of the Sewer Lines to LFUCG and shall be perpetual so long as the Sewer Lines remain active. In the event the Sewer Lines are removed or are no longer active, the Permanent Sewer Easement shall terminate and LFUCG, its successors and assigns shall no longer have any rights to the Permanent Easement Area.

3. INDEMNITY.

3.1 Indemnity Obligations of LHOC. During the construction of the Sewer Lines and the use of the Temporary Easement Area, LHOC shall indemnify and hold harmless

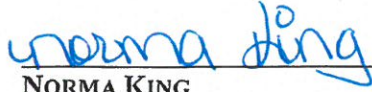
Owner from any and all liability, cost, expenses (including attorneys' fees, consultant fees and court costs), damages, actions and claims of any nature whatsoever arising directly or indirectly from the construction of the Sewer Lines and the use of the Temporary Easement Area.

4. **BINDING EFFECT; EASEMENTS RUN WITH LAND.** The Easements created hereby shall be deemed to run with the land and all rights and obligations hereunder shall bind and inure to the benefit of the parties hereto and their respective heirs, successors and assigns, provided, however, that in the event the Sewer Lines are abandoned, removed or no longer active, LFUCG shall remove the Sewer Lines and all related appurtenances and shall execute a release of easement terminating the Permanent Easement.

5. **CERTIFICATE OF CONSIDERATION.** Pursuant to KRS 382.135, the undersigned hereby certify that the consideration paid by LHOC to Owner for the Easements granted herein is \$500.00.

[Signatures begin on following page]

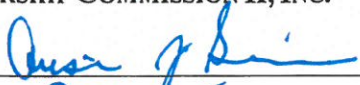
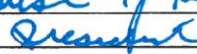
IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first written above.



NORMA KING

("Owner")

**LEXINGTON HOME
OWNERSHIP COMMISSION II, INC.**

By: 
Title: 

("LHOC")

**LEXINGTON-FAYETTE URBAN COUNTY
GOVERNMENT**

By: _____
Title: _____

("LFUCG")

COMMONWEALTH OF KENTUCKY)
)SS:
COUNTY OF FAYETTE)

The foregoing instrument was acknowledged before me this 8 day of December 2016 by Norma King.

My commission expires: 2-9-19

Rachael Sheldrick #527894
NOTARY PUBLIC

COMMONWEALTH OF KENTUCKY)
)SS:
COUNTY OF FAYETTE)

The foregoing instrument was acknowledged before me this 8th day of December 2016 by Austin Simms the President of Lexington Home Ownership II, Inc., a Kentucky non-profit corporation, on behalf of the company.

My commission expires: 2-9-19

Rachael Sheldrick #527894
NOTARY PUBLIC

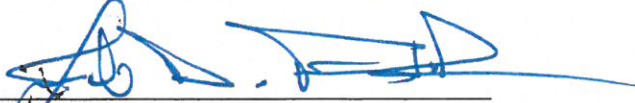
COMMONWEALTH OF KENTUCKY)
)SS:
COUNTY OF FAYETTE)

The foregoing instrument was acknowledged before me this _____ day of _____, 2016 by _____ the _____ of Lexington Fayette Urban County Government, an urban county government, on behalf of the government.

My commission expires: _____

NOTARY PUBLIC

THIS INSTRUMENT PREPARED BY:

A handwritten signature in blue ink, appearing to be 'Job D. Turner, III', written over a horizontal line.

Job D. Turner, III, Esq.
BINGHAM GREENEBAUM DOLL LLC
300 W. Vine Street, Suite 1200
Lexington, Kentucky 40507
(859) 231-8500

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