

## 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 One Thousand Eight Hundred Twenty-Five Dollars (\$1,825.00) 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. Grantee acknowledges and agrees that any surface cuts to Grantor's trail system are prohibited, except during emergencies resulting from a broken water pipe and the costs of any such surface cuts will be borne by 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 2648, Page 673 in the Office of the Fayette County Clerk, Fayette County, Kentucky.



**20' PERMANENT KAW EASEMENT DESCRIPTION &  
A VARIABLE TEMPORARY CONSTRUCTION EASEMENT DESCRIPTION  
FOR KENTUCKY AMERICAN WATER  
ON THE PROPERTY OF L.F.U.C.G.  
1384 PLEASANT RIDGE DRIVE  
LEXINGTON, FAYETTE COUNTY, KENTUCKY**

**20' PERMANENT KAW EASEMENT**

**BEGINNING** at the common corner of LFUCG (1384 Pleasant Ridge Drive, DB 2648, Pg 673) and LFUCG (1350 Pleasant Ridge Drive, DB 1920, Pg 421), said point being in the Pleasant Ridge Drive east right of way; thence leaving said Pleasant Ridge Drive east right of way and with said 1350 Pleasant Ridge Drive, South 82°11'58" East, 417.83 feet to the **TRUE POINT OF BEGINNING**; thence leaving said 1350 Pleasant Ridge Drive for three (3) new lines through the lands of said 1384 Pleasant Ridge Drive:

- 1) North 65°44'44" East, 37.49 feet to a point,
- 2) North 88°40'13" East, 300.20 feet to a point,
- 3) North 02°58'40" West, 37.78 feet to a point in the line with LFUCG (3414 Polo Club Boulevard, DB 2648, Pg 673);

Thence with said 3414 Polo Club Boulevard, South 82°14'43" East, 20.36 feet to a point; thence leaving said 3414 Polo Club Boulevard for four (4) new lines through the lands of said 1384 Pleasant Ridge Drive:

1. South 02°58'40" East, 34.16 feet to a point,
2. South 43°40'13" West, 18.62 feet to a point,
3. South 88°40'13" West, 303.18 feet to a point,
4. South 65°44'44" West, 1.50 feet to a point in the line with said 1350 Pleasant Ridge Drive;

Thence with said 1350 Pleasant Ridge Drive, North 82°11'58" West, 37.68 feet to the **TRUE POINT OF BEGINNING**, containing 7,321 square feet or 0.17 acre more or less.

VARIABLE TEMPORARY CONSTRUCTION EASEMENT

BEGINNING at the common corner of LFUCG (1384 Pleasant Ridge Drive, DB 2648, Pg 673) and LFUCG (1350 Pleasant Ridge Drive, DB 1920, Pg 421), said point being in the Pleasant Ridge Drive east right of way; thence leaving said Pleasant Ridge Drive east right of way and with said 1350 Pleasant Ridge Drive, South 82°11'58" East, 455.51 feet to a point; thence leaving said 1350 Pleasant Ridge Drive for two (2) new lines through the lands of said 1384 Pleasant Ridge Drive:

- 1) North 65°44'44" East, 1.50 feet to a point,
- 2) North 88°40'13" East, 303.18 feet to the TRUE POINT OF BEGINNING;

Thence continuing for five (5) new lines through the lands of said 1384 Pleasant Ridge Drive:

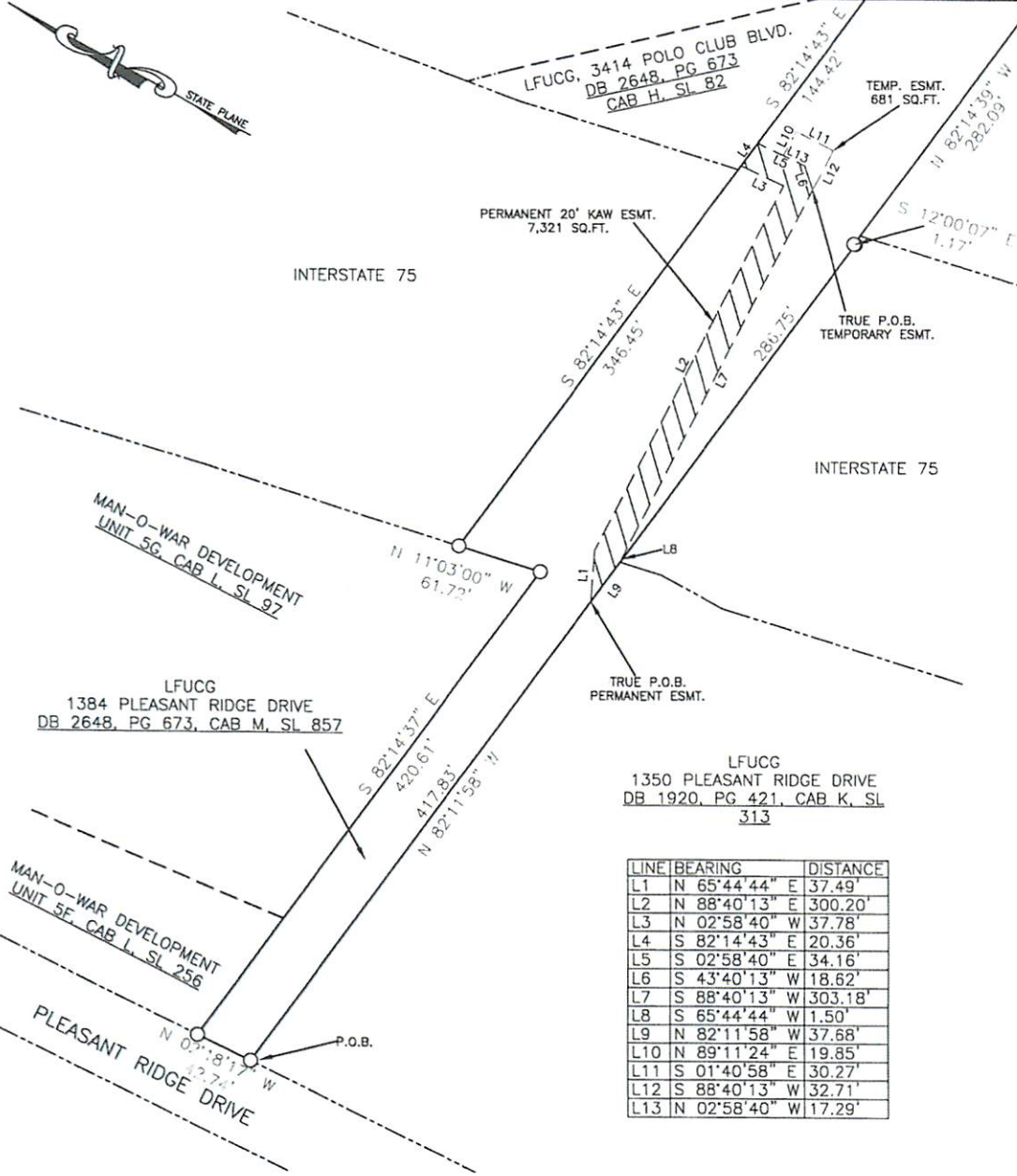
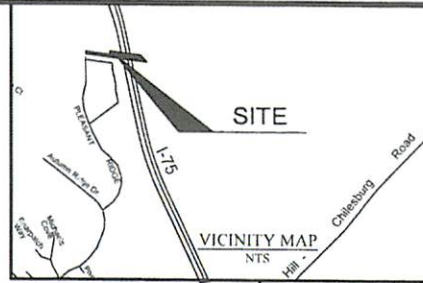
- 1) North 43°14'13" East, 18.62 feet to a point,
- 2) North 02°58'40" West, 17.29 feet to a point,
- 3) North 89°11'24" East, 19.85 feet to a point,
- 4) South 01°40'58" East, 30.27 feet to a point,
- 5) South 88°40'13" West, 32.71 feet to the TRUE POINT OF BEGINNING,

containing 681 square feet or 0.01 acre more or less.

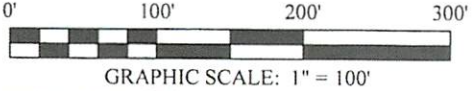


*James M. Chambliss, PLS*  
*3/25/17*

PERMANENT 20' WIDE KAW EASEMENT EXHIBIT  
 FOR KENTUCKY AMERICAN WATER ON THE  
 LFUGG PROPERTY  
 1384 PLEASANT RIDGE DRIVE  
 LEXINGTON, FAYETTE COUNTY, KENTUCKY



LINE	BEARING	DISTANCE
L1	N 65°44'44" E	37.49'
L2	N 88°40'13" E	300.20'
L3	N 02°58'40" W	37.78'
L4	S 82°14'43" E	20.36'
L5	S 02°58'40" E	34.16'
L6	S 43°40'13" W	18.62'
L7	S 88°40'13" W	303.18'
L8	S 65°44'44" W	1.50'
L9	N 82°11'58" W	37.68'
L10	N 89°11'24" E	19.85'
L11	S 01°40'58" E	30.27'
L12	S 88°40'13" W	32.71'
L13	N 02°58'40" W	17.29'



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 3185  
 JAMES M. CHAMBLISS, PLS 3185  
 DATE 3/25/19

