

**UTILITY EASEMENT**

THIS INDENTURE, made this 20 day of September, 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").

**WITNESSETH**

The Grantor, in consideration of the covenants and agreements hereinafter recited and the sum of Six Thousand Seven Hundred Seventy Dollars (\$6,770.00) 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.

Return to:  
LFUGG, Dept. of Law, 11th Floor  
200 East Main Street  
Lexington, KY 40507

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 and replacing any significant trees that were 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 2786, Page 646 in the Office of the Fayette County Clerk, Fayette County, Kentucky.

(Municipality)

CITY OF Lexington \*

BY [Signature] Mayor Jim Gray  
[Signature] City Clerk

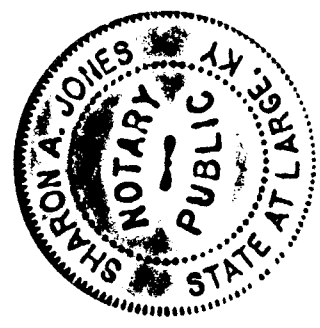
STATE OF Kentucky )  
COUNTY OF Fayette ) SS

On this 20 day of September, 2017, before me, a Notary Public in and for said County and State, personally appeared Jim Gray, Mayor of the City of Lexington \* and the foregoing instrument was signed in behalf of the City of Lexington \* by authority of Resolution 542-2017 passed September 14, 2017.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year ~~last~~ above written 20-September-2017

[Signature]  
Notary Public

My commission expires: 28-Dec-2019 #547793



This Instrument Was Prepared By:  
Lindsey W. Ingram III  
Stoll Keenon Ogden PLLC  
300 W. Vine St. Suite 2100  
Lexington, KY 40507

[Signature]

Reasonable care has been taken to redact any Social Security Numbers in this document.  
When recorded please return to Tobey Adams, Kentucky-American Water Company, 2300 Richmond Road, Lexington, KY 40502

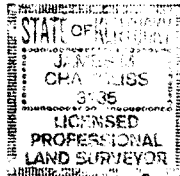
\* a/k/a Lexington-Fayette Urban County Government

**A 20-FOOT-WIDE PERMANENT K.A.W. EASEMENT DESCRIPTION  
FOR KENTUCKY AMERICAN WATER  
ON THE PROPERTY OF  
L.F.U.C.G.  
3240 POLO CLUB BOULEVARD  
LEXINGTON, FAYETTE COUNTY, KENTUCKY**

**20-FOOT-WIDE PERMANENT K.A.W. EASEMENT**

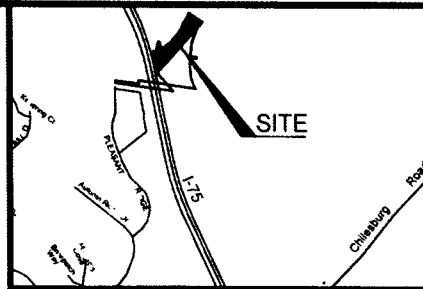
**BEGINNING** at the common corner of LFUCG (3240 Polo Club Boulevard, DB 2786, Pg 646) and Ryan Hale (3256 Polo Club Boulevard, DB 3405, Pg 211), said point being in the Polo Club Boulevard south right of way; thence leaving said Polo Club Boulevard south right of way and with said Hale and continuing with LFUCG (3278 Sweet Clover Lane, DB 2976, Pg 79), South 41°51'32" West, 1,177.53 feet to a point in the centerline of the 20 foot wide K.A.W. easement at the **TRUE POINT OF BEGINNING**; thence leaving said 3278 Sweet Clover Lane for twelve (12) new lines through the lands of said 3240 Polo Club Boulevard along the centerline of the K.A.W. 20 foot wide easement (being 10 feet on both sides of the following described centerline):

- 1) North 01°56'56" West, 45.84 feet to a point,
- 2) North 14°36'01" West, 54.77 feet to a point,
- 3) North 10°01'42" West, 82.41 feet to a point,
- 4) North 02°26'36" West, 173.83 feet to a point,
- 5) North 81°52'28" East, 220.94 feet to a point,
- 6) North 39°42'42" East, 190.02 feet to a point,
- 7) North 24°09'12" East, 126.13 feet to a point,
- 8) North 64°07'15" East, 12.43 feet to a point,
- 9) North 24°04'14" East, 38.81 feet to a point,
- 10) North 32°05'53" East, 66.96 feet to a point,
- 11) North 27°27'15" East, 104.06 feet to a point,
- 12) North 30°33'50" East, 212.71 feet to a point in said Polo Club Boulevard south right of way at the **POINT OF ENDING**, said 20 foot wide easement containing 26,578 square feet or 0.61 acre.

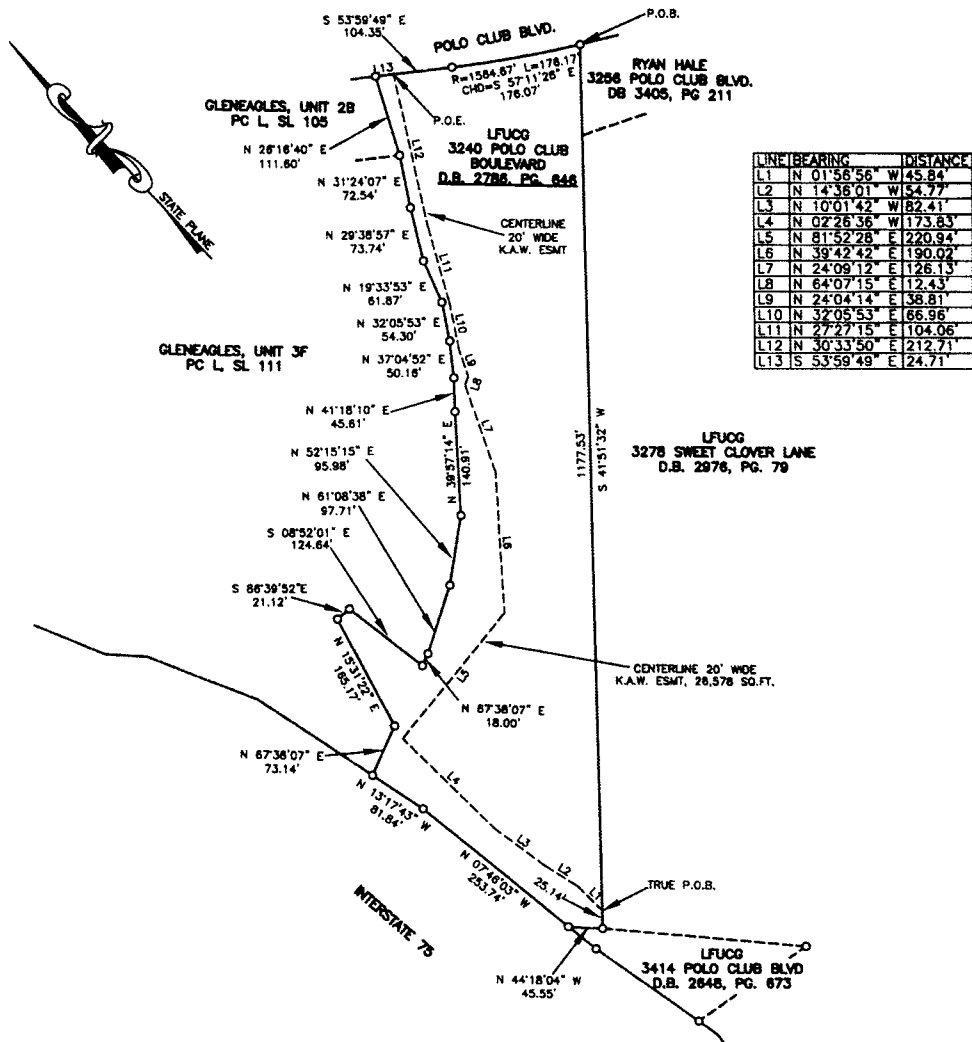


*Jan M. Chambliss PLS*  
2/17/17

PERMANENT VARIABLE WIDTH KAW EASEMENT  
 EXHIBIT FOR KENTUCKY AMERICAN WATER ON THE  
 LFUCG PROPERTY  
 3240 POLO CLUB BOULEVARD  
 LEXINGTON, FAYETTE COUNTY, KENTUCKY



VICINITY MAP  
 NTS

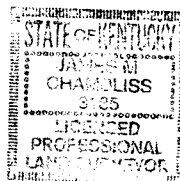


LINE	BEARING	DISTANCE
L1	N 01°56'56" W	145.84'
L2	N 14°36'01" W	54.77'
L3	N 10°01'42" W	82.41'
L4	N 02°26'36" W	173.83'
L5	N 81°52'28" E	220.94'
L6	N 39°42'42" E	190.02'
L7	N 24°08'12" E	126.13'
L8	N 64°07'15" E	12.43'
L9	N 24°04'14" E	38.81'
L10	N 32°05'53" E	66.96'
L11	N 27°27'15" E	104.06'
L12	N 30°33'50" E	212.71'
L13	S 53°59'49" E	24.71'

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* 2/17/17  
 JAMES M. CHAMBLISS, PLS 3185 DATE



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.



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By: EMILY GENTRY ,dc

201709250058

September 25, 2017                      10:14:01      AM

Fees	\$23.00	Tax	\$0.00
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Total Paid	\$23.00
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**6 Pages**

**307 - 312**