

PRESENTED/LODGED: 12/16/2024 01:31:48 PM

MELISSA STELTER, DEPUTY CLERK 202412160162

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R-308-2023  
Deed # 8604**PERMANENT EASEMENT**

This **PERMANENT EASEMENT** is made and entered into this the 20<sup>th</sup> day of November, 2024, by and between **CSL KENTUCKY SYSTEM, LLC**, a Delaware limited liability company, c/o Uniti Group, Inc., 2101 Riverfront Drive, Suite A, Little Rock, AR 72202, which is the in-care of tax mailing address for the current year ("Grantor"), and **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, 200 East Main Street, Lexington, Kentucky 40507 ("Grantee").

**WITNESSETH:**

That for and in consideration of the sum of **TWO THOUSAND FIVE HUNDRED DOLLARS AND 00/100 CENTS (\$2,500.00)**, 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 to right to excavate,

Return to:  
Cynthia Cannon-Ferguson  
LFUCG, Dept. of Law, 11<sup>th</sup> Floor  
200 East Main Street  
Lexington, KY 40507

grade, construct, alter, re-grade and perform related work for the purpose of sanitary sewer improvements and construction, installation, repair, maintenance and relocation through and across the following tract of land located in the confines of Lexington, Fayette County, Kentucky, depicted on the attached Exhibit "A", and more particularly described as follows, to wit:

**Permanent Easement**  
**Wolf Run G**  
**Sewer Improvement Project**  
**(a portion of 124 Cherrybark Drive)**

All that strip of land situated on the east side of Cherrybark Drive, northeast of Southland Drive in Lexington, Fayette County, Kentucky, and being more fully described and bounded as follows, to wit:

**BEGINNING.** at a point in the easterly right-of-way line of Cherrybark Drive, said point also being a common corner between CSL Kentucky System, LLC (Deed Book 3313, Page 253) and Robert E. Milward (Deed Book 4043, Page 70);

Thence with the easterly right-of-way line of Cherrybark Drive, North 46°50'18" East, a distance of 4.72 feet to a point;

Thence leaving the easterly right-of-way line of Cherrybark Drive, with a new permanent sanitary sewer easement line through the lands of CSL Kentucky System, LLC for two (2) calls:

- 1) South 43°11'21" East, a distance of 139.60 feet to a point; and
- 2) South 45°14'47" East, a distance of 71.90 feet to a point in the westerly property line of Lot 18, as shown on the Plat of Venice Park (Plat Cabinet E, Slide 376);

Thence with the westerly property line of Lot 18, South 21°47'00" West, a distance of 8.13 feet to a common corner with the aforesaid Robert E. Milward;

Thence with the northerly property line of Robert E. Milward, North 43°10'10" West, a distance of 214.89 feet to the **TRUE POINT OF BEGINNING**; and,

The above-described parcel contains 0.025 Acres (1,110 square feet) of permanent easement; and,

Being a portion of the same property conveyed to CSL Kentucky System, LLC, a Delaware limited liability company, by Deed dated April 23, 2015, of record in Deed Book 3313, Page 253, in the Fayette County Clerk's Office.

**TO HAVE AND TO HOLD** said easement together with all rights, appurtenances, and improvements thereunto belonging unto said Grantee, its successors and assigns, for the purposes and uses herein designated, and maintenance thereof.

**TOGETHER** with the right to use the above-described easement during the time the sanitary sewer is being constructed, repaired or reconstructed, with the right of ingress and egress upon said easement as may be reasonably necessary for the construction and maintenance of said project.

The above-described permanent easement runs with the land in perpetuity and is binding upon the successors and assigns of the Grantor. 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 as 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.

To the extent permitted by Law, and without waiving the defense of sovereign immunity, Grantee and its successors and assigns shall indemnify, defend and hold harmless Grantor and its agents, employees and/or representatives from liability or

responsibility arising directly from the installation, construction, maintenance, repair, renewal, replacement or removal of the sanitary sewer line, unless arising or resulting from the negligence of Grantor, its agents, employees and/or representatives.

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 interest 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 same as herein done, and that it will **WARRANT GENERALLY** said title.

The obtaining of this easement was authorized by Resolution 308-2023, passed by the Lexington-Fayette Urban County Council on June 15, 2023. Pursuant to KRS 382.135(2)(a), this deed of easement, which pertains to a public utility, need not contain a statement of consideration.

**IN TESTIMONY WHEREOF**, the Grantor has signed this Permanent Easement, this the day and year first above written.

GRANTOR:

CSL KENTUCKY SYSTEM, LLC, a Delaware  
Limited liability company

By: Uniti Group, Inc., a Maryland corporation  
Its: General Partner

BY:

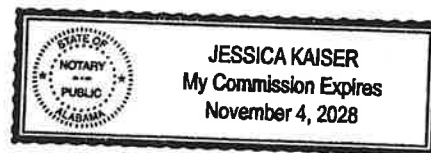


KELLY McGRIFF  
VICE PRESIDENT  
DEPUTY GENERAL COUNSEL

STATE OF ~~ARKANSAS~~ <sup>Alabama</sup> )  
COUNTY OF ~~PULASKI~~ <sup>Baldwin</sup> )

This instrument was acknowledged, subscribed and sworn to before me by Kelly McGriff, as Vice President and Deputy General Counsel, on behalf of Uniti Group, Inc., a Maryland corporation, its general partner, for CSL Kentucky System, LLC, a Delaware limited liability company, on this the 20<sup>th</sup> day of November, 2024.

Jessica Kaiser  
Notary Public, ~~Arkansas~~, State-at-Large <sup>Alabama</sup>  
My Commission Expires: 11 / 4 / 28



PREPARED BY:

[Signature]

EVAN P. THOMPSON,  
Attorney Sr.  
Lexington-Fayette Urban  
County Government  
Department of Law, 11th Floor  
200 East Main Street  
Lexington, Kentucky 40507  
(859) 258-3500

4884-8024-5740, v. 1

