

DEED OF EASEMENT

THIS DEED OF EASEMENT is made and entered into this _____ day of _____, 2013, by and between TRANSYLVANIA UNIVERSITY, a Kentucky non-profit corporation, 300 North Broadway, Lexington, Kentucky 40508, Grantor, and the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, an urban county government, pursuant to KRS 67A, 200 East Main Street, Lexington, Kentucky 40507, Grantee.

WITNESSETH:

THAT FOR AND IN CONSIDERATION of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of all of which is hereby acknowledged, the Grantor has bargained and sold and does hereby grant and convey unto the Grantee, its successors and assigns forever, a permanent easement for the purpose of installing, operating, inspecting, maintaining, repairing, reconstructing and removing a sanitary sewer line and appurtenances thereto including an aerial vent tower which height is approximately 55 feet, under, through and over the following described property located in Lexington, Fayette County, Kentucky:

See Exhibit A, "Metes and Bounds description of 20 foot wide sanitary sewer easement to be conveyed to the city of Lexington by Transylvania University" and Exhibit B, a graphic exhibit, attached hereto and incorporated by reference herein.

Being a portion of the property conveyed to Transylvania University, a Kentucky non-profit corporation from Ach-Bro, LLC, a Kentucky limited liability company, by deed dated December 12, 2011, recorded in Deed Book 3045, Page 595 in the Office of the Fayette County Clerk.

TOGETHER with the right to use such additional land on either side of the above-described permanent easement, as may be reasonably necessary for operation, inspection, maintenance, repair, reconstruction of and removal of said sewer and aerial vent tower and appurtenances.

TO HAVE AND TO HOLD said Easement unto the Grantee, its successors and assigns forever.

The Grantor shall have the full right to use the surface of the land of the easement area for any purpose desired, including athletic facilities, provided such use will not interfere with the Grantee's free use of the easement, and provided further that no building or permanent structure, other than athletic facilities and appurtenances, shall be erected upon, across, over or through said easement without the written consent of the Grantee.

This Easement runs with the land and is binding upon the successors and assigns of both parties.

The parties hereby certify that the consideration reflected in this Deed is the full consideration paid for the Easement. The Grantee joins in this Deed of Easement for the purpose of making this certification pursuant to KRS 382.135.

IN WITNESS WHEREOF, the parties have executed this Deed of Easement as of the date and year first above written

TRANSYLVANIA UNIVERSITY,
a Kentucky non-profit corporation, Grantee

By: Marc A. Mathews
Marc A. Mathews, Vice President for Finance
and Business

LEXINGTON-FAYETTE URBAN COUNTY
GOVERNMENT, an urban county government

By: _____
Title: _____

STATE OF KENTUCKY

COUNTY OF FAYETTE

The foregoing Deed of Easement was subscribed, sworn to and acknowledged before me this 5 day of September, 2013, by Marc A. Mathews, as Vice-President for Finance and Business, Transylvania University, a Kentucky non-profit corporation, for an on behalf of said non-profit corporation, Grantor.

My Commission Expires: 5-17-17

Leann Eshley
NOTARY PUBLIC, STATE-AT-LARGE,
KENTUCKY

48828
5-17-17

STATE OF KENTUCKY

COUNTY OF FAYETTE

The foregoing Deed of Easement was subscribed, sworn to and acknowledged before me this _____ day of _____, 2013 by _____, as _____, Lexington-Fayette Urban County Government, an urban county government pursuant to KRS 67A, for an on behalf of said government, Grantee.

My Commission Expires: _____

NOTARY PUBLIC, STATE-AT-LARGE,
KENTUCKY

THIS INSTRUMENT WAS
PREPARED BY:

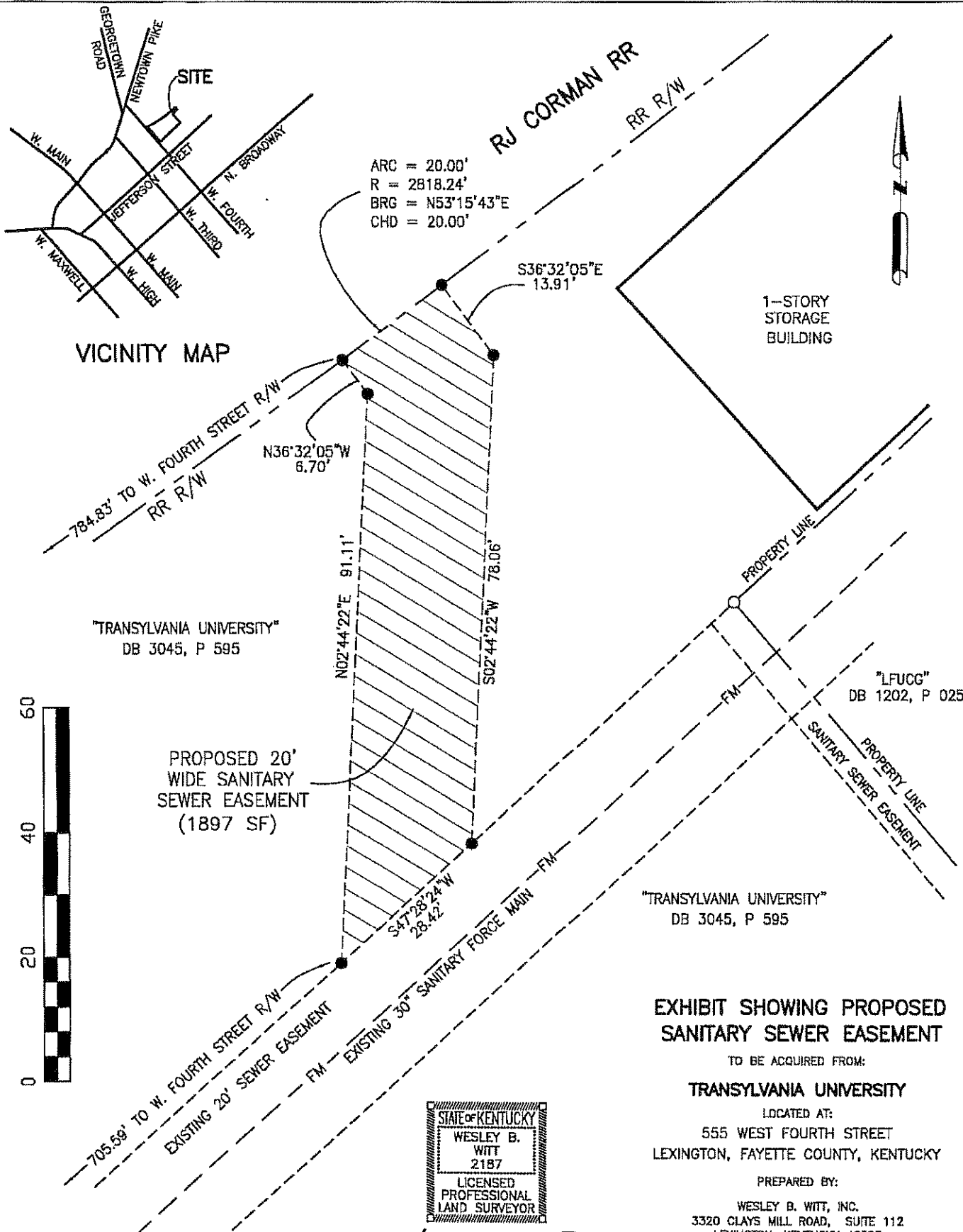
RICHARD V. MURPHY
RICHARD V. MURPHY, PLC
Lexington Financial Center
250 W. Main St., Suite 2510
Lexington, KY 40507
(859) 233-9811
Deed of Easement.docx

EXHIBIT A

Metes and bounds description of
20 foot wide sanitary sewer easement
To be conveyed to the City of Lexington
By Transylvania University

Beginning at a point in the south right of way of the RJ Corman Railroad, said point being located 784.83 feet east of the east right of way of West Fourth Street as measured along said railroad right of way; thence along said railroad right of way along a curve to the left having an arc length of 20.00 feet, a radius of 2818.24 feet, and a chord bearing north 53 degrees 15 minutes 43 seconds east, a distance of 20.00 feet to a point; thence leaving the RJ Corman Railroad right of way south 36 degrees 32 minutes 05 seconds east a distance of 13.91 feet to a point; thence south 02 degrees 44 minutes 22 seconds west a distance of 78.06 feet to a point in the north line of an existing 20 foot wide sanitary force main easement; thence along the north line of said force main easement south 47 degrees 28 minutes 24 seconds west a distance of 28.42 feet to a point; thence leaving the force main easement north 02 degrees 44 minutes 22 seconds east a distance of 91.11 feet to a point; thence north 36 degrees 32 minutes 05 seconds west a distance of 6.70 feet to the point of beginning and containing 1,897 square feet.

The above description was prepared on March 25, 2013 by Wesley B. Witt, KY Land Surveyor Number 2187.



VICINITY MAP



STATE OF KENTUCKY
 WESLEY B. WITT
 2187
 LICENSED PROFESSIONAL LAND SURVEYOR

Wesley B. Witt

03-21-2012

EXHIBIT SHOWING PROPOSED SANITARY SEWER EASEMENT

TO BE ACQUIRED FROM:

TRANSYLVANIA UNIVERSITY
 LOCATED AT:
 555 WEST FOURTH STREET
 LEXINGTON, FAYETTE COUNTY, KENTUCKY

PREPARED BY:
 WESLEY B. WITT, INC.
 3320 CLAYS MILL ROAD, SUITE 112
 LEXINGTON, KENTUCKY 40503
 PH (859) 296-5558, FAX (859) 296-5643

MARCH 2013