

## EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (herein the “Agreement”) is made and entered into this \_\_\_\_ day of November, 2022, by and between ATKINS HOMES, LLC, a Kentucky limited liability company, whose mailing address is 236 E. Reynolds Road, Lexington, Kentucky 40517 (herein “Atkins”), and LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, an urban county government pursuant to KRS 67A (“LFUCG”), with a mailing address of 200 East Main Street, Lexington, Kentucky 40507 (herein “LFUCG”).

### RECITALS

WHEREAS, Atkins is the owner of the following described real property located in Lexington, Fayette County, Kentucky:

Being all of Lot 2, Block “P”, Unit 4-A, of the Wyndham Hills Subdivision, to the City of Lexington, Fayette County, Kentucky, as shown on plat thereof of record in Plat Cabinet H, Slide 340, in the Fayette County Clerk’s Office, to which plat reference is hereby made for a more particular description of said property, the improvements thereon being known and designated as 4196 Weber Way.

Being the same property conveyed to Atkins Homes, LLC, a Kentucky limited liability company, from Delong Estates Development, LLC, a Kentucky limited liability company, by deed dated November 25, 2020, of record in Deed Book 3804, page 485, in the Fayette County Clerk’s Office.

(the “Lot”)

WHEREAS, there presently exists upon the Lot a storm water retention easement of unspecified size as shown on the Final Record Plat of Unit 4-A Wyndham Hills Subdivision of record Plat Cabinet H, Slide 340, in the Fayette County Clerk’s Office (the “Plat”).

WHEREAS, the Plat is subject to certain notes thereon including note number 12 which reads:

“12. No construction permits will be issued for Lots 2P and 3P until written permission from the Director of Engineering has been received by the Director of Building Inspection. Such permission will be given when all storm water retention requirements have been satisfied.”

(the “Note”)

WHEREAS, Atkins's application for a construction permit was refused pending satisfaction of the Note's requirements.

WHEREAS, Atkins has agreed to enlarge the area of the existing storm water retention easement to comply with LFUCG's storm water retention requirements to obtain a construction permit for the construction of a new residence on the Lot.

NOW, THEREFORE, for and in consideration of the mutual benefits to the parties hereto, the adequacy and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Grant of Storm Water Retention Easement. Atkins hereby grants to LFUCG, its successors and assigns, a storm water retention easement over, on, across, through and under the portion of the Lot which is described on Exhibit "A" attached hereto, and which is depicted in the drawing attached hereto as Exhibit "B". This easement shall be subject to all existing easements shown on the Plat. The existing storm water retention easement is not disturbed by the granting of this easement.
2. Notice to Subsequent Purchasers. Atkins agrees to place the following language in the deed to the purchaser of the Lot.

"All Retention Easements are to be maintained free and clear of all silt and debris by the property owner and may not be fenced or altered from the approved conditions without written approval by the LFUCG Department of Engineering. The owner shall maintain retention areas at all times in such a fashion as not to create a potential or actual health or safety hazard. The Owner is to permit necessary access to the Department of Engineering for inspection of the retention site. The Owner shall ensure that no equipment including but not limited to, fences, gazebos, swimming pools, trampolines, or buildings; structures; materials; fill or other substances are located in the easement, adversely affecting the performance of a stormwater control in controlling stormwater quantity or quality. No trees shall be planted on the embankment of the stormwater control. The Owner is to permit access to LFUCG for any necessary inspections and/or maintenance of the structural components of the detention basin."

3. Miscellaneous:
  - a. This Agreement and the exhibits hereto contain the entire agreement between Atkins and LFUCG with respect to the subject matter hereof, which supersedes all other previous or contemporaneous written or oral negotiations, commitments, or writings.
  - b. This Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Kentucky.

c. This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective heirs, successors, and assigns.

IN WITNESS WHEREOF, Atkins and LFUCG have hereunto entered into this Agreement and have set their hands to it as of the day and year first above written.

ATKINS:

Atkins Homes, LLC,  
a Kentucky limited liability company

By: Ryan Atkins  
Its: Member

STATE OF KENTUCKY

COUNTY OF FAYETTE

The foregoing instrument was subscribed, sworn to and acknowledged before me this 20th day of Dec, 2022, by Ryan Atkins, as Member of Atkins Homes, LLC, a Kentucky limited liability company, for and on behalf of said limited liability company.

My Commission Expires:  
12/9/2025

Victoria Mikail  
Notary Public

ID NO. KYND 41574

Victoria Mikail  
Notary Printed Name

LFUCG:

Lexington-Fayette Urban County Government,  
an urban county government

By: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF KENTUCKY

COUNTY OF FAYETTE

The foregoing instrument was subscribed, sworn to and acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2022, by \_\_\_\_\_, as \_\_\_\_\_ of Lexington-Fayette Urban County Government, an urban county government, for and on behalf of said government.

My Commission Expires:

\_\_\_\_\_

\_\_\_\_\_

Notary Public

ID NO. \_\_\_\_\_

\_\_\_\_\_

Notary Printed Name

PREPARED BY:



\_\_\_\_\_  
W. RODES BROWN  
JACKSON KELLY PLLC  
City Center  
100 West Main Street, Suite 700  
P.O. Box 2150  
Lexington, KY 40588-2150  
Telephone: (859) 255-9500

EXHIBIT "A"

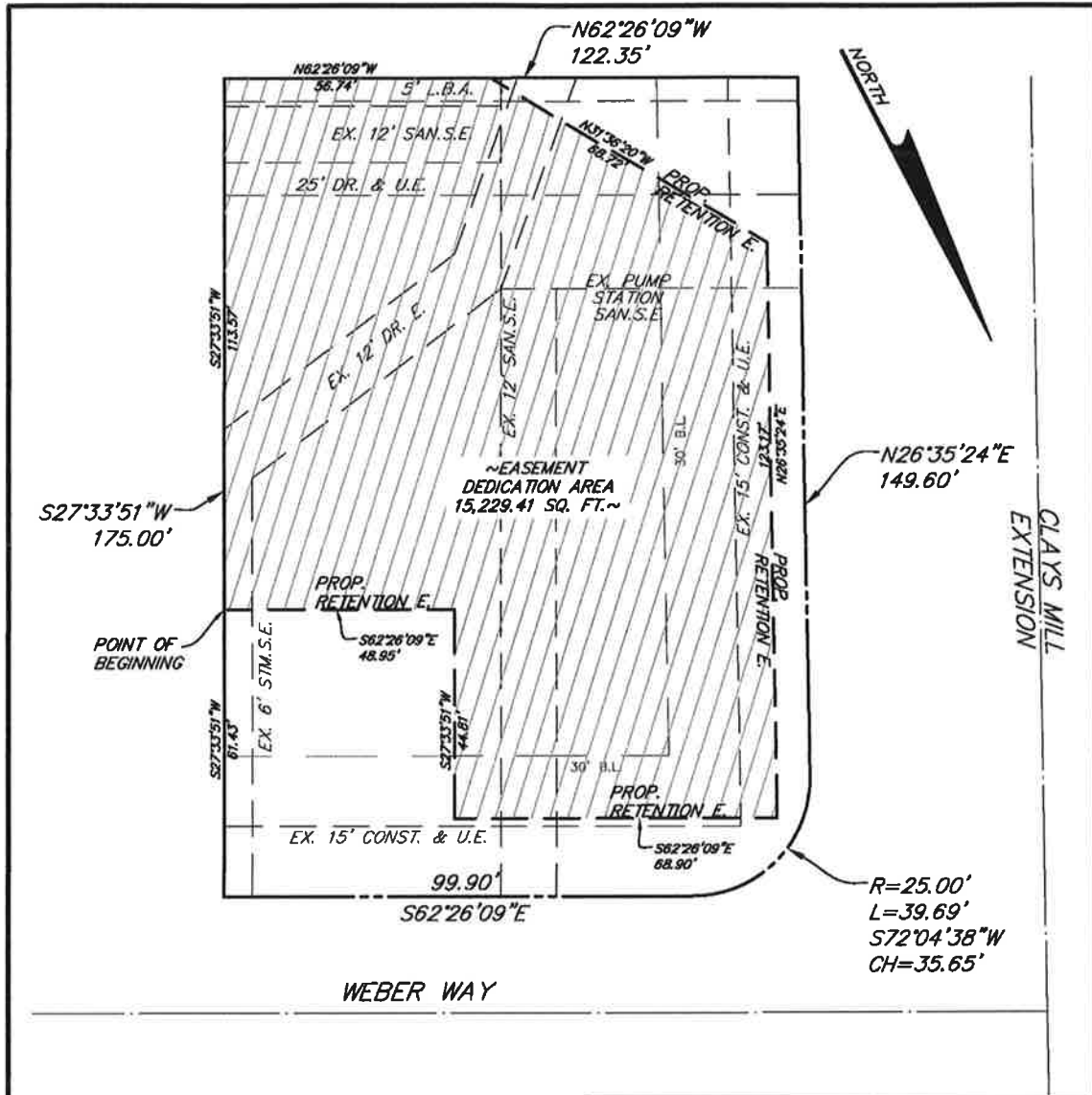
Legal Description for Dedication of Retention Easement  
Located at Lot 2, Block "P", Wyndham Hills Subdivision, Unit 4-A,  
in Lexington, Fayette, County, Kentucky

Being a Retention Easement located within the property located at 4196 Weber Way (Lot 2, Block "P", Wyndham Hills Subdivision, Unit 4-A, Plat Cabinet "H", Slide 340) in the city of Lexington, Fayette County, Kentucky and being more fully described and bounded as follows, to wit:

Beginning at a point, said point being S27°33'51"W 61.43' from the Northeast corner of the property and at the right-of-way of Weber Way; thence S27°33'51"W 113.57' to a point; thence N62°26'09"W 56.74' to a point; thence N31°36'20"W 68.72' to a point; thence N26°35'24"E 123.17' to a point; thence S62°26'09"E 68.90' to a point; thence S27°33'51"W 44.81' to a point; thence S62°26'09"E 48.95' to the point of beginning, and containing an area of 15,229.41 square feet.

**End of Legal Description**

EXHIBIT "B"



DEDICATION EXHIBIT FOR:  
 COMMONWEALTH DESIGNS, INC.  
**4196 WEBER WAY**  
**LOT 2**  
 WYNDHAM HILLS SUBDIVISION  
 UNIT 4-A  
 PLAT CABINET "H", SLIDE 340  
 LOCATED IN LEXINGTON, KY  
 SHEET 1 OF 1

FIELD DATE: N/A	DRAWN BY: MMB
OFFICE DATE: 11/16/22	CHECKED BY: MMB
SCALE: 1"=30'	FILE: 2107005 WEBER WAY...