

DEED OF EASEMENT

This **PERMANENT SANITARY SEWER EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT** is made and entered into this the 11TH day of OCTOBER, 2019, by and between **LEXINGTON CARE, LLC**, a Delaware limited liability company, 740 West New Circle Road, Attn: Steve Trisler, Lexington, Kentucky 40550, which is the in-care of tax mailing address for the current year (hereinafter "Grantor"), and **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, 200 East Main Street, Lexington, Kentucky 40507, (hereinafter "Grantee").

WITNESSETH:

That for and in consideration of the sum of **NINE HUNDRED TWENTY-NINE DOLLARS AND 63/100 DOLLARS (\$929.63)**, 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, permanent right to excavate, grade, construct, alter, re-grade and perform related work for the purpose of sanitary sewer improvements and construction, installation 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:

10' Permanent Sanitary Sewer Easement
Lexmark Trunk A & B Sanitary
Sewer Improvement Project
(a portion of 500 Park Place)

Return to:
Charles E. Edwards III
LFUCG, Dept. of Law, 11th Floor
200 East Main Street
Lexington, KY 40507

(CC-F)

2019

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All that tract or parcel of land situated on the south side of New Circle Road and west of Boardwalk in Lexington, Fayette County, Kentucky, being more fully described and bounded as follows, to wit:

BEGINNING, at the northwest corner of Lexington Care, LLC (500 Park Place, Deed Book 3226, Page 005 and Deed Book 3176, Page 438, Plat Cabinet R, Slide 136, Parcel 1) said point being common with Lexmark International, Inc. (501 Park Place, Deed Book 1571, Page 329, Tract 2, Plat Cabinet R, Slide 136, Parcel 2 & 3); thence with said Lexmark International, Inc., South 62°23'52" East, 10.23 feet to a point; thence leaving said Lexmark International, Inc., for two (2) new lines through the lands of said Lexington Care, LLC; thence South 15°32'07" West, 305.97 feet to a point; thence South 08°18'30" East, 55.84 feet to a point in the line with Lexmark International, Inc., (740 W. New Circle Road, Deed Book 1571, Page 329, Tract 1); thence with said Lexmark International, Inc., North 40°07'15" West, 37.94 feet to a point; thence leaving said Lexmark International, Inc., (740 New Circle Road) for a new line through the lands of said Lexington Care, LLC, North 08°18'30" West, 3.08 feet to a point in the line with said Lexmark International, Inc., (500 Park Place); thence with said Lexmark International, Inc., North 15°32'07" East, 334.96 feet to the POINT OF BEGINNING; and,

The above described parcel contains 3,794 square feet (gross) and 3,549 square feet or 0.08 acre (net) more or less of permanent easement; and

Being a portion of the same property conveyed to Lexington Care, LLC, a Delaware limited liability company, by deed dated August 13, 2013, of record in Deed Book 3176, Page 438, in the Fayette County Clerk's Office.

FURTHER, for and in consideration of the sum hereinbefore mentioned, the receipt and sufficiency of which is hereby acknowledged, Grantor has **BARGAINED** and **SOLD** and does hereby **GIVE, GRANT** and **CONVEY** unto the Grantee, its successors and assigns, temporary right to excavate, grade, construct, alter, re-grade and perform related work for the purpose of sanitary sewer placement and construction, installation

and relocation through and across the following tract of land located in the confines of Lexington, Fayette County, Kentucky, depicted on Exhibit "A" attached hereto, and more particularly described as follows:

Temporary Construction Easement
Lexmark Trunk A & B Sanitary
Sewer Improvement Project
(a portion of 500 Park Place)

BEGINNING, at a found 5/8" rebar with cap (EA Partners, 2115) at the common corner of Lexington Care, LLC (500 Park Place, Deed Book 3226, Page 005 and Deed Book 3176, Page 438, Plat Cabinet R, Slide 136, Parcel 1) and Lexmark International, Inc. (501 Park Place, Deed Book 1571, Page 341, Tract 2, Plat Cabinet R, Slide 136, Parcels 2 & 3); said point being in the line with Lexmark International, Inc. (740 W. New Circle Road, Deed Book 1571, Page 329, Tract 1); thence leaving said Lexmark International, Inc. (740 W. New Circle Road) and with said Lexmark International, Inc., (501 Park Place) for two (2) lines; thence North 15°32'07" East, 336.93 feet to a point; thence South 62°23'52" East, 30.68 feet to a point in the line with said Lexmark International, Inc.; thence leaving said Lexmark International, Inc., for two (2) new lines through the lands of said Lexington Care, LLC; thence South 15°32'07" West, 297.47 feet to a point; thence South 08°18'30" East, 84.06 feet to a point in the line with said Lexmark International, Inc. (740 W. New Circle Road); thence with said Lexmark International, Inc. (740 W. New Circle Road), North 40°02'24" West, 77.57 feet to the **POINT OF BEGINNING**; and,

The above described parcel contains 11,231 square feet (gross) and 7,437 square feet or 0.17 acre (net), more or less of temporary construction access easement; and,

Being a portion of the same property conveyed to Lexington Care, LLC, a Delaware limited liability company, by deed dated August 13, 2013, of record in Deed Book 3176, Page 438, in the Fayette County Clerk's Office.

TO HAVE AND TO HOLD the above-described easements together with all rights, appurtenances, and improvements thereunto belonging unto Grantee, its successors and assigns forever, for the purposes and uses herein designated.

The above-described temporary construction easement runs with the land for the duration of the improvement project and is binding upon the successors and assigns of the Grantor. The above-described permanent easement runs with the land in perpetuity and is binding upon the successors and assigns of the Grantor. The temporary construction easement shall take effect upon the commencement of construction of the project and will expire upon completion of the project.

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 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.

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 interests 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 easements as herein done, and that it will **WARRANT GENERALLY** said title.

The obtaining of this easement was authorized by Resolution 388-2019, passed by the Lexington-Fayette Urban County Council on July 9, 2019. 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 Deed of Easement, this the day and year first above written.

GRANTOR:

LEXINGTON CARE, LLC, a
Delaware limited liability company

BY: Lexmark International, Inc., a
Delaware corporation
Member

BY: Thomas C Wade
THOMAS C. WADE, SR. MANAGER
CORPORATE REAL ESTATE

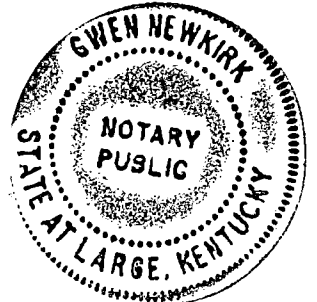
COMMONWEALTH OF KENTUCKY)
)
COUNTY OF FAYETTE)

This instrument was acknowledged, subscribed and sworn to before me by Thomas C. Wade, as Sr. Manager, for and on behalf of Lexmark International, Inc., a Delaware corporation, as a Member of Lexington Care, LLC, a Delaware limited liability company, on this the 11 day of October, 2019.

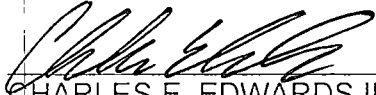
Gwen Newkirk
Notary Public, Kentucky, State-at-Large

My Commission Expires: 11/14/2020

Notary ID # 568386



PREPARED BY:



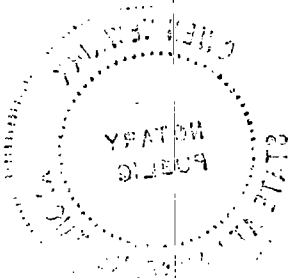
CHARLES E. EDWARDS III

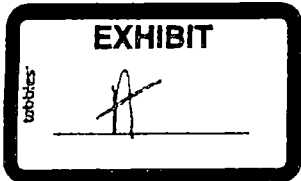
Attorney

Lexington-Fayette Urban
County Government

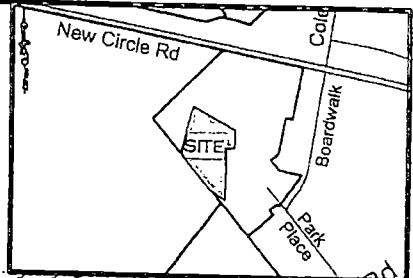
Department of Law, 11th Floor
200 East Main Street
Lexington, Kentucky 40507
(859) 258-3500

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10' PERMANENT SANITARY SEWER EASEMENT
 EXHIBIT FOR LFUGG
 LEXINGTON CARE, LLC PROPERTY
 500 PARK PLACE
 LEXINGTON, FAYETTE COUNTY, KENTUCKY



LEXMARK INTERNATIONAL, INC
 740 W. NEW CIRCLE ROAD
 DB 1571, PG 329, TRACT 1

LEXMARK INTERNATIONAL, INC
 501 PARK PLACE
 DB 1571, PG 329, TRACT 2
 CAB R, SL. 73, LOT 2
 15.09 ACRES

LEXMARK INTERNATIONAL, INC
 501 PARK PLACE
 DB 1571, PG 329, TRACT 2
 CAB R, SL 73, LOT 2
 15.09 ACRES

TEMP. CONST. E. (30')
 7,437 SQ.FT. (NET)
 0.17 AC. (NET)

LEXINGTON CARE, LLC
 500 PARK PLACE
 DB 3226, PG 5 &
 DB 3176, PG 438
 CAB R, SL 136 PARCEL 1

SECTION OF 15' SAN. E.
 (CAB R, SL 136) TO BE
 RETAINED - 245 SQ.FT.

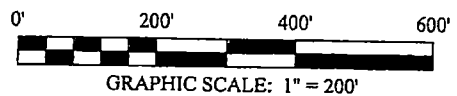
LEXMARK INTERNATIONAL, INC
 740 W. NEW CIRCLE ROAD
 DB 1571, PG 329, TRACT 1

SECTION OF 15' SAN.
 E. (CAB R, SL 136)
 TO BE RELEASED -
 5,179 SQ.FT.

LEXMARK INTERNATIONAL, INC
 501 PARK PLACE
 DB 1571, PG 329, TRACT 2
 CAB R, SL 73, LOT 2
 15.09 ACRES

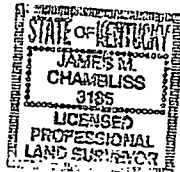
LINE	BEARING	DISTANCE
L1	S 62°23'52" E	10.23'
L2	S 15°32'07" W	305.97'
L3	S 08°18'30" E	55.84'
L4	N 40°07'15" W	37.94'
L5	N 08°18'30" W	3.08'
L6	N 15°32'07" E	334.96'
L7	S 62°23'52" E	15.34'
L8	S 15°32'07" W	313.03'
L9	S 08°22'33" E	56.00'
L10	N 39°58'44" W	18.35'

////// NEW PERM. ESMT.
 - - - - - EASEMENT TO BE RELEASED



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 FIELD LOCATED PROPERTY CORNERS. 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 11/6/18
 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.



By: SHEA BROWN ,dc

201910170229

October 17, 2019 15:27:16 PM

Fees	\$29.00	Tax	\$.00
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Total Paid	\$29.00
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8 Pages

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MAYOR LINDA GORTON



LEXINGTON

SUSAN B. SPECKERT
COMMISSIONER
DEPARTMENT OF LAW

To: Abigail Allan, Council Clerk
Council Clerk's Office

From: Department of Law

Date: October 22, 2019

Re: Permanent Sanitary Sewer and
Temporary Construction Easement
500 Park Place

Our File No. 19-RE0360
Lexmark Trunk A & B Sanitary Sewer Improvement Project

Enclosed is the original recorded Permanent Sanitary Sewer and Temporary Construction Easement for the above property to the Urban County Government for the Lexmark Trunk A & B Sanitary Sewer Improvement Project. Please file the easement with the authorizing legislation, Resolution No. 388-2019.

Please note that the attached asset acquisition form is only for the permanent easement acquired.

If you have any questions, please let me know.

Sincerely,

A handwritten signature in black ink, appearing to read "Charles E. Edwards, III".

Charles E. Edwards, III
Attorney

Enclosure

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