

**GRANT OF EASEMENT**

This **EASEMENT** is made and entered into this 12<sup>th</sup> day of February, 2014, by and between **KENTUCKY-AMERICAN WATER COMPANY**, a Kentucky corporation, (successor to Lexington Hydraulic and Manufacturing Company, a Kentucky corporation), 2300 Richmond Road, Lexington, Kentucky 40502 ("Grantor"), which is also the in-care of tax mailing address for the current tax year, and the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, 200 East Main Street, Lexington, Kentucky 40507 ("Grantee");

**WITNESSETH:**

That for and in consideration of the sum of **Twenty-Five Thousand Seven Hundred Dollars and 00/100 Cents (\$25,700.00)**, and other good and valuable consideration, 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, the permanent right to lay, construct, operate, repair, reconstruct and remove sanitary sewer improvements and appurtenances thereto, which sanitary sewer improvements and appurtenances shall be of such dimension, character, construction and use determined by Grantee, along, through, under and across the following tract of land located in the confines of Lexington-Fayette County, Kentucky, and more particularly described as follows:

**Permanent Force Main Easement PE-1**  
**(A portion of 3720 Richmond Road)**  
**Blue Sky Force Main**  
**Sanitary Sewer Improvement Project**

Described on Exhibit A attached hereto and incorporated herein by reference.

**Permanent Force Main Easement PE-2**  
**(A portion of 3720 Richmond Road)**  
**Blue Sky Force Main**  
**Sanitary Sewer Improvement Project**

Described on Exhibit B attached hereto and incorporated herein by reference.

**FURTHER**, for and in consideration of the foregoing sum, 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, the temporary right to excavate, grade, construct, alter, regrade and perform related work for the purpose of sanitary sewer construction, repair, installation and relocation through and across the following tract of land located within the confines of Lexington-Fayette County, Kentucky, to-wit:

**Temporary Construction Easement CE-1**  
**(A portion of 3720 Richmond Road)**  
**Blue Sky Force Main**  
**Sanitary Sewer Improvement Project**

All temporary construction easements, if any, are described on Exhibit C attached hereto and incorporated herein by reference.

**Temporary Construction Easement CE-2**  
**(A portion of 3720 Richmond Road)**  
**Blue Sky Force Main**  
**Sanitary Sewer Improvement Project**

All temporary construction easements, if any, are described on Exhibit D attached hereto and incorporated herein by reference.

**TO HAVE AND TO HOLD** the above-described easement together with all rights, privileges, 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 will expire upon completion of the construction of the improvement project on the land adjacent to this easement, runs with the land for the duration of the improvement project on the adjacent land, and is binding upon the heirs and assigns of the Grantor.

Grantor does hereby covenant to and with said 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 conveyed herein, and that it will **WARRANT**

**GENERALLY** said title.

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 the prior written consent of the Grantee.

Furthermore, it is the expressed intent of the Grantor and Grantee that to the extent permitted by law, the Grantee agrees that it shall indemnify, defend and hold harmless the Grantor and its affiliated companies and it's the their respective officers, directors, employees and authorized agents from and against any and all claims, suits, costs, expenses, loss, damages or injury, including death, to persons or property, including reasonable attorneys fees, arising out of the activities of the Grantee or its authorized agents, employees or contractors resulting from the use and occupancy on this Easement, provided that such damages or injuries are caused by the actions of the Grantee or its agents, employees or contractors. Nothing contained herein is intended to act as, nor shall it be, a waiver of any defense, including that of sovereign immunity, that the Grantee may have as to any third party.

The Grantee, at no expense to the Grantor, shall (1) obtain and keep in force during the term of this Easement and (2) either extend its own insurance such that it covers its agents, contractors or invitees or require its agents, contractors or invitees to obtain and keep in force during the terms of their respective contracts, the following minimum insurance limits and coverage.

The insurance coverage limits stated are minimum coverage requirements, not limitations of liability, and shall not be construed in any way as the Grantor's acceptance of the responsibility of the Grantee.

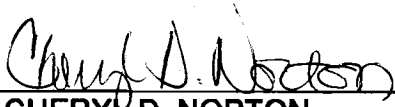
The Grantee hereby agrees to provide and pay for comprehensive form of General Liability, Property Damage and Workers' Compensation, if applicable, during the term of this easement. The limits shall not be less than One Million Dollars (\$1,000,000.00) including primary coverage for General Liability, One Million Dollars (\$1,000,000.00) including primary coverage for Property Damage and the state statutory limits for Workers' Compensation, if applicable, in a company acceptable to the Grantor.

The obtaining of this easement was authorized by Resolution No. 408-2013 passed by the Lexington-Fayette Urban County Council on July 9, 2013. Pursuant to KRS 382.135(2)(a), this public utility easement is exempt from the requirements related to certificate of consideration. This conveyance is exempt from real estate transfer tax pursuant to KRS 142.050.

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

**GRANTOR:**

**KENTUCKY-AMERICAN WATER COMPANY, a Kentucky Corporation (successor to Lexington Hydraulic and Manufacturing Co., a Kentucky Corporation)**

BY:   
\_\_\_\_\_  
**CHERYL D. NORTON,  
PRESIDENT**

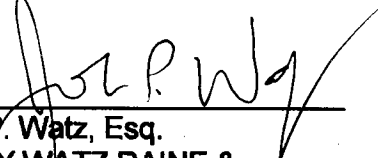
COMMONWEALTH OF KENTUCKY )  
 )  
COUNTY OF FAYETTE )

The foregoing Easement was subscribed, sworn to and acknowledged before me by Cheryl D. Norton, as President on behalf of KENTUCKY-AMERICAN WATER COMPANY, a Kentucky corporation (successor to Lexington Hydraulic and Manufacturing Co., a Kentucky corporation, on this the 12<sup>th</sup> day of February, 2014.

My commission expires: 10/3/2016

  
Notary Public, State-At-Large, Kentucky

PREPARED BY:

  
John P. Watz, Esq.  
HENRY WATZ RAINE &  
MARINO, PLLC  
401 West Main Street, Suite 314  
Lexington, Kentucky 40507  
(859) 258-3500

X:\Cases\WATER-AIR\13-RE0641\RE\00417734.DOC

EXHIBIT A

PERMANENT FORCE MAIN EASEMENT PE-1

(a portion of 3720 Richmond Road)  
Blue Sky Force Main  
Sanitary Sewer Improvement Project

Beginning in the Grantor's east property line S04°54'32"W, 624.66 feet;  
from the Grantor's property corner as shown on the plat;  
Thence, with said property line, S04°54'32"W, 15.13 feet;  
Thence, leaving said property line, S87°23'21"W, 121.20 feet;  
Thence, S87°51'56"W, 743.55 feet;  
Thence, S52°39'09"W, 1753.49 feet;  
Thence, N59°38'19"W, 732.59 feet;  
Thence, N15°32'37"W, 115.18 feet;  
Thence, N59°31'47"W, 17.58 feet to the Grantor's west property line;  
Thence, with said west property line, N64°37'21"E, 18.13 feet;  
Thence, leaving said property line S59°31'47"E, 13.47 feet;  
Thence, S15°32'37"E, 115.16 feet;  
Thence, S59°38'19"E, 716.45 feet;  
Thence, N52°39'09"E, 1747.86 feet;  
Thence, N87°51'56"E, 748.25 feet;  
Thence, N87°23'21"E, 123.11 feet to the Point of Beginning  
and containing 56,337 square feet, 1.293 acres.

Being a part of that property conveyed to Kentucky American Water Company by deed dated October 10, 1905 in Deed Book 141, Page 396 and by deed dated December 26, 1906 in Deed Book 148, Page 264, both in the Fayette County Clerk's office.

EXHIBIT B

PERMANENT FORCE MAIN EASEMENT PE-2

(a portion of 3720 Richmond Road)  
Blue Sky Force Main  
Sanitary Sewer Improvement Project

Beginning at the southeast corner of that property conveyed to LFUCG as described in Deed Book 1197, Pg. 036 in the Fayette County Clerk's office;  
Thence, with the southeast line of LFUCG, N47°39'39"E, 7.20 feet;  
Thence, leaving said line, S59°31'47"E, 219.00 feet to the northeast line of that property conveyed to LFUCG as described in Deed Book 3122, Page 106 in said Clerk's office;  
Thence, with said line N61°18'43"W, 221.23 feet to the Point of Beginning  
and containing 789 square feet, 0.018 acres.

Being a part of that property conveyed to Kentucky American Water Company by deed dated October 10, 1905 in Deed Book 141, Page 396 and by deed dated December 26, 1906 in Deed Book 148, Page 264, both in the Fayette County Clerk's office.

EXHIBIT C

TEMPORARY CONSTRUCTION EASEMENT CE-1

(a portion of 3720 Richmond Road)

Blue Sky Force Main

Sanitary Sewer Improvement Project

A fifteen foot wide Temporary Construction Easement south of and adjoining the Permanent Force Main Easement along its south side and described as follows:

Beginning at the southeast corner of the permanent force main easement in the Grantor's east property line;

Thence, with said property line, S04°54'32"W, 15.13 feet;

Thence, leaving said property line, S87°23'21"W, 119.28 feet;

Thence, S87°51'56"W, 738.85 feet;

Thence, S52°39'09"W, 1759.11 feet;

Thence, N59°38'19"W, 743.55 feet;

Thence, N15°32'37"W, 115.19 feet;

Thence, N59°31'47"W, 21.70 feet to the Grantor's west property line;

Thence, with said property line, N64°37'21"E, 18.13 feet;

Thence, leaving said property line, S59°31'47"E, 17.58 feet;

Thence, S15°32'37"E, 115.18 feet;

Thence, S59°38'19"E, 732.59 feet;

Thence, N52°39'09"E, 1753.49 feet;

Thence, N87°51'56"E, 743.55 feet;

Thence, N87°23'21"E, 121.20 feet;

to the Point of Beginning and containing 52,325 square feet, 1.201 acres.

Being a part of that property conveyed to Kentucky American Water Company by deed dated October 10, 1905 in Deed Book 141, Page 396 and by deed dated December 26, 1906 in Deed Book 148, Page 264, both in the Fayette County Clerk's office.

EXHIBIT D

TEMPORARY CONSTRUCTION EASEMENT CE-2

(a portion of 3720 Richmond Road)

Blue Sky Force Main

Sanitary Sewer Improvement Project

A variable width Temporary Construction Easement north of and adjoining the Permanent Force Main Easement along its north side and described as follows:

Beginning at the northeast corner of the permanent force main easement in the Grantor's east property line;

Thence, S87°23'21"W, 123.11 feet;

Thence, S87°51'56"W, 748.25 feet;

Thence, S52°39'09"W, 1747.86 feet;

Thence, N59°38'19"W, 716.45 feet;

Thence, N15°32'37"W, 115.16 feet;

Thence, N59°31'47"W, 13.47 feet to the Grantor's west property line;

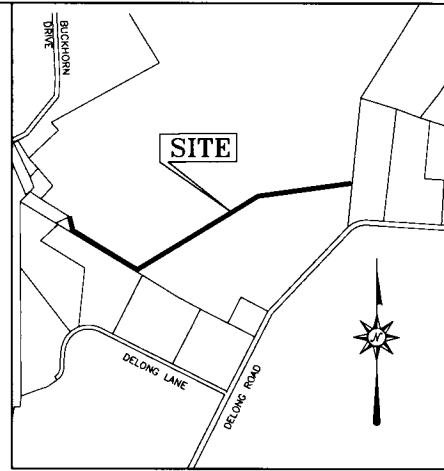
Thence, N64°37'21"E, 4.61 with said west property line;  
Thence, with Grantor's north property line, N61°23'47"W, 117.12 feet;  
Thence, leaving said north property line, N59°31'47"W, 219.00 feet to the  
Grantor's west property line;  
Thence, with said property line, N47°39'39"E, 15.70 feet;  
Thence, leaving said property line, S59°31'47"E, 348.35 feet;  
Thence, S15°32'37"E, 115.14 feet;  
Thence, S59°38'19"E, 700.31 feet;  
Thence, N52°39'09"E, 1742.24 feet;  
Thence, N87°51'56"E, 752.94 feet;  
Thence, N87°23'21"E, 125.03 feet to the Grantor's east property line;  
Thence, with said property line, S04°54'32"W, 15.13 feet  
to the Point of Beginning and containing 56,580 square feet, 1.299 acres.

Being a part of that property conveyed to Kentucky American Water Company by deed dated October 10, 1905 in Deed Book 141, Page 396 and by deed dated December 26, 1906 in Deed Book 148, Page 264, both in the Fayette County Clerk's office.



PERMANENT FORCE MAIN EASEMENT		
LINE	BEARING	DISTANCE
L1	S04°54'32"W	15.13'
L2	S87°23'21"W	121.20'
L3	S87°51'56"W	743.55'
L4	S52°39'09"W	1753.49'
L5	N59°38'19"W	732.59'
L6	N15°32'37"W	115.18'
L7	N59°31'47"W	17.58'
L8	N64°37'21"E	18.13'
L9	S59°31'47"E	13.47'
L10	S15°32'37"E	115.16'
L11	S59°38'19"E	716.45'
L12	N52°39'09"E	1747.86'
L13	N87°51'56"E	748.25'
L14	N87°23'21"E	123.11'

TEMPORARY CONSTRUCTION EASEMENT		
LINE	BEARING	DISTANCE
L15	S04°54'32"W	15.13'
L16	S87°23'21"W	119.28'
L17	S87°51'56"W	738.85'
L18	S52°39'09"W	1759.11'
L19	N59°38'19"W	748.72'
L20	N15°32'37"W	115.19'
L21	N59°31'47"W	21.70'
L22	N64°37'21"E	18.13'
L23	N64°37'21"E	14.79'
L24	S60°29'42"E	13.85'
L25	S15°32'37"E	111.50'
L26	S59°38'19"E	700.31'
L27	N52°39'09"E	1742.24'
L28	N87°51'56"E	752.94'
L29	N87°23'21"E	125.03'
L30	S04°54'32"W	15.13'

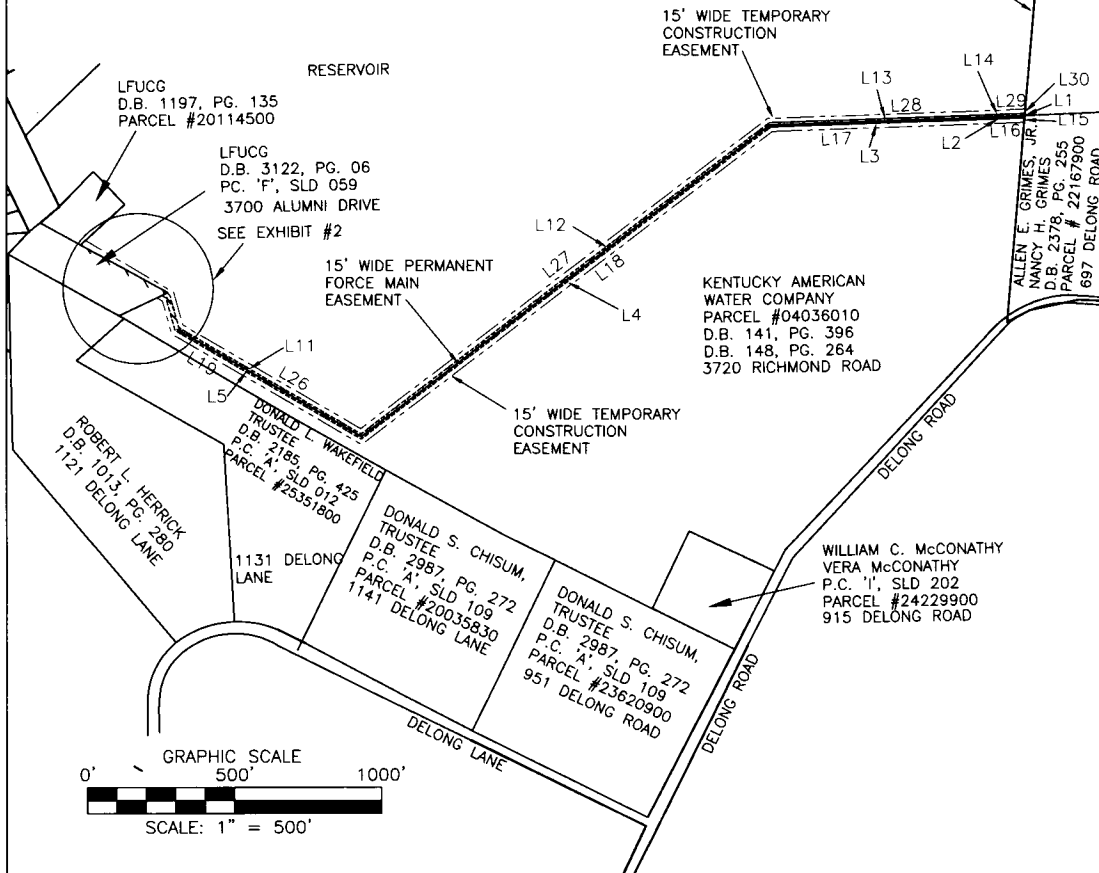


VICINITY MAP

SCALE: 1" = 1500'

PERMANENT FORCE  
MAIN EASEMENT: 52109 SQ.FT.  
TEMPORARY CONSTRUCTION  
EASEMENT: 108905 SQ.FT.

KENTUCKY AMERICAN  
WATER COMPANY  
PARCEL #04036010  
D.B. 141, PG. 396  
D.B. 148, PG. 264  
3720 RICHMOND ROAD



GRAPHIC SCALE  
0' 500' 1000'  
SCALE: 1" = 500'

**VE VISION ENGINEERING**

Environmental, Civil Engineering Consultants, Land Surveying  
3399 Tates Creek Road Suite 250  
Lexington, KY 40502  
Ph: (859)333-8015  
Fax: (859)559-0523  
www.visionengr.com

EXHIBIT #1 SHOWING  
FORCE MAIN EASEMENT  
TO BE ACQUIRED FROM  
KENTUCKY AMERICAN WATER COMPANY  
3720 RICHMOND ROAD  
LEXINGTON, KENTUCKY

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: EMILY GENTRY ,dc

201402270212

February 27, 2014                      14:22:14    PM

Fees	\$35.00	Tax	\$0.00
------	---------	-----	--------

Total Paid	\$35.00
------------	---------

**THIS IS THE LAST PAGE OF THE DOCUMENT**

10 Pages

36 - 45



Lexington-Fayette Urban County Government  
DEPARTMENT OF LAW

Jim Gray  
Mayor

Janet M. Graham  
Commissioner

To: Meredith Nelson, Council Clerk  
Council Clerk's Office

From: Department of Law

Date: April 08, 2014

Re: Easements and Asset Acquisition Forms  
(300 Canebrake Drive; 5085, 5191, and 5301 Athens Boonesboro Road;  
647, and 697 Delong Road; 3720 Richmond Road; and 331, and 351 United  
Court )  
Log No. 13-RE0641

Enclosed are the original recorded easements conveying permanent easements across the above-referenced properties to the Urban County Government for the Blue Sky Force Main Sanitary Sewer Improvement Project. Please file the easements with the authorizing legislation, Resolution No. 408-2013.

Also enclosed are the completed Asset Acquisition forms for the properties. After you have signed and dated the forms, please forward them to Kim Bryan in the Department of Finance.

If you have any questions, please let me know.

Keith Horn  
Managing Attorney

Enclosures

cc: Kim Bryan, Department of Finance  
Beth Florence, Department of Finance

VariousProperties(Memo to Nelson)/00435368