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## RELEASE OF EASEMENT

**THIS RELEASE OF EASEMENT** (hereinafter "Release"), made and entered into this the 24<sup>th</sup> day of April, 2014, by and between **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, 200 East Main Street, Lexington, Kentucky, 40507, an Urban County Government pursuant to KRS 67A (hereinafter "First Party"), and **LMP, LLC**, a Kentucky limited liability company (hereinafter "Second Party");

### WITNESSETH:

**WHEREAS**, a "Drainage Easement" appears on the southern most corner and adjacent to the northeasterly right-of-way line of Richmond Road of Lot 8 ("Drainage Easement") on the Amended Final Plat of Lexington Mall, of record in Plat Cabinet R, Slide 99, in the Fayette County Clerk's Office ("Lexington Mall/Southland Christian Church Plat").

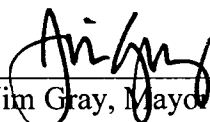
**WHEREAS**, a portion of the existing Drainage Easement ("Released Portion") is no longer required by the First Party, and the First Party desires to release and extinguish its interest in and to said Released Portion of said Drainage Easement, as more particularly shown as the "Portion to be Released Hatched" area on the attached Drainage Easement Release Exhibit, which is marked Exhibit "A" and incorporated by reference herein.

**NOW, THEREFORE**, for valuable consideration, receipt of which is hereby acknowledged, First Party does hereby release, relinquish and quitclaim unto Second Party, its successors and assigns, all of its right, title and interest, if any, in and to that Released Portion of said Drainage Easement, as described above.

It is the intention of the First Party to forever extinguish its easement interest in the Released Portion area described above, and the Second Party, its successors and assigns forever, shall hereafter have and enjoy said Released Portion of said Drainage Easement free and discharged from the interest of First Party. It is understood that in making this Release, any portion of the Drainage Easement, as shown on the Lexington Mall/Southland Christian Church Plat, not included in the Released Portion area remains unaffected.

**IN WITNESS WHEREOF**, the First Party has hereby caused its corporate name to be affixed by its duly authorized officer, on this the day and year first above written.

LEXINGTON-FAYETTE URBAN  
COUNTY GOVERNMENT

  
\_\_\_\_\_  
Jim Gray, Mayor



**HOLD FOR:**

Mr. Patrick McFadden  
Lexington-Fayette Urban Co. Gov.  
Division of Water Quality

STATE OF KENTUCKY

COUNTY OF FAYETTE

The foregoing instrument was acknowledged before me by Jim Gray, as Mayor, of Lexington-Fayette Urban County Government, an urban county government pursuant to KRS 67A, on behalf of said government, on this 28<sup>th</sup> day of ~~March~~ <sup>April</sup>, 2014.

*Matthew Maul*  
NOTARY PUBLIC  
My Commission expires: 11/9/16  
Notary ID #: 457846

This Instrument Prepared By:

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