

GRANT OF EASEMENT

THIS EASEMENT is made and entered into this 16 day of DECEMBER 2010, by and between **NEWTOWN SPRINGS, LLC**, a Kentucky limited liability company, 343 Waller Avenue, Suite 100, Lexington, Kentucky 40504, ("Grantor"), which is the in-care-of mailing address for the current tax year, and **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, 200 East Main Street, Lexington, Kentucky 40507 ("Grantee").

WHEREAS, Grantee is acquiring easements over several tracts of land on which it is constructing a shared use path known as the Legacy Trail (the "Path"); and

WHEREAS, this Easement also contains covenants on the part of the Grantors and the Grantee to do or refrain from doing various acts as set forth below. It is hereby acknowledged that this Easement constitutes a servitude upon the land and runs with the land; and

WHEREAS, the parties understand and agree that certain conditions and restrictions are necessary to accommodate the implementation of the Path.

NOW, THEREFORE, the parties hereby covenant and agree as follows:

WITNESSETH:

That for and inconsideration of the sum of TEN DOLLARS (\$10.00) 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, in perpetuity, the exclusive and permanent right to install, construct, inspect, maintain, operate, rebuild and/or repair a Shared Use Path known as Legacy Trail. The grant of the easement and the exercise

Mail to LFUCG
Department of Law
200 East Main Street
Lexington, KY 40507

Exhibit C

of the rights and privileges herein granted, are subject to and expressly include the following:

1. Grantee shall have the right and obligation, at Grantee's expense, to construct, manage, use, repair and maintain the Path, including the right to install, maintain, and repair the signage, art and landscaping. Grantor shall not damage or otherwise harm the Path or the signage, art and landscaping; however, should Grantee fail to maintain the Easement including the landscaping installed therein, then Grantor shall have the right but not the obligation, upon notifying the Grantee to enter upon the Easement to perform such maintenance, repair and restoration to the Easement or the landscaping installed therein, as Grantor shall deem reasonable and necessary.
2. Because of delay in relocating the KAWC water line and meter, the alignment of the Path has shifted as shown in Exhibit D.
3. Except for the obligation to construct three board fencing, stone signage on Citation Boulevard and stone columns as set forth in Section 5 of this Agreement, Grantee agrees that the landscaping provided by the Grantee will satisfy the requirements of a) the Newtown Pike Corridor Ordinance No. 85-2008 and b) the landscaping within the seventy-five (75) foot landscaping buffer as set forth on the Preliminary Development Plan for Newtown Springs, as certified on June 12, 2001, or as required by any subsequent development plans thereto or subdivision plats created hereunder.

4. The landscaping as shown on Exhibit "C" shall be credited to the Newtown Pike Vehicular Use Area Perimeter requirements.
5. As shown on Exhibit "C", Grantor shall construct a three board wood plank fence and stone columns upon each lot as that lot is improved with building and parking facilities.
6. Grantor acknowledges that the Path is for non-motorized vehicles with the exception of emergency and/or maintenance vehicles. Additionally, Grantee may permit motor-driven wheelchairs for the use of handicapped persons.
7. No rights-of-way, easements of ingress or egress, driveways, roads, utility lines or other easements shall be constructed, developed or maintained into, on, over, under, or across the Path, without the prior written permission of the Grantee, which permission shall not be unreasonably withheld, conditioned or delayed. Grantee may require that any utility easement be located underground, and all shall in no way be responsible for the costs incurred. However, should state or local transportation officials approve direct access to Newtown Pike from Grantors property (in one or more locations) then this Agreement shall not preclude said access. Grantor shall be responsible for designing said access to accommodate a crossing of the Path, which crossing design must be in accordance with Grantee's engineering design standards. Any easements or utility service lines existing as of the date of this agreement shall be exempt from this Section 7; and with the exemption to include the replacement of any such lines.

8. Grantee shall have the right to erect signs and public art within the Easement with permission from the Grantor. Grantors shall not erect fences, barriers or signs that impede access to or use of the Path.
9. No use shall be made of the Path, and no activity shall be permitted in the Trail which, in the reasonable opinion of Grantee, is or may possess the potential to become inconsistent with the Purposes of this Agreement.
10. Grantor and Grantee have the right to cross said Path to repair any damage to said Trail.
11. Grantor, its successor, assigns and lessees shall not be liable for any accidents, injuries or criminal activity originating from the use of the Path or the Easement area; and further, Grantee shall indemnify and hold Grantor harmless from and against all claims, liabilities, and expenses, (including reasonable attorneys' fees) related to accidents, injuries, loss, or damage of or to any person or property arising from the negligent, intentional, or willful acts or omissions of Grantee, its contractors, employees, agents, or others acting on behalf of Grantee in compliance with Grantee's duties and obligations under Section 1 of this Agreement. This paragraph shall not act as a waiver by Grantee of any defense it may have as to any third party, including that of sovereign immunity.

The tracts or parcels of land on which the easement will be located are within the confines of Lexington, Fayette County, Kentucky and are more particularly described as follows:

PERMANENT EASEMENT: Legal Description, See Exhibit A

1445 Newtown Center Way, Parcel 1
1433 Newtown Center Way, Parcel 2
789 Newtown Springs Drive, Parcel 3
760 Newtown Springs Drive, Parcel 4

Being a portion of the property conveyed to Newtown Springs, LLC, a Kentucky limited liability company, by the following Quitclaim deeds dated June 27, 2002, recorded in Deed Book 2413, Page 76, Deed Book 2413, Page 82 and Deed Book 2413, Page 88, all in the Fayette County Clerk's Office.

Together with the right to use an additional ten feet (10') of land on either side of the above-described easement for installation, operation, inspection, maintenance, repair, and reconstruction. Grantor further grants and conveys to the Grantee the right to trim or remove any and all trees, structures, and other obstacles located on said land that might interfere with the operation and maintenance of said Path.

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 right to excavate, grade, construct, alter, regrade and perform related work for the purpose of constructing said Path, cut and fill slopes and an entrance(s) through and across the following tract of land located within the confines of Lexington-Fayette County, Kentucky, to-wit:

TEMPORARY EASEMENT: Legal Description, See Exhibit B

1445 Newtown Center Way, Parcel 1
1433 Newtown Center Way, Parcel 2
789 Newtown Springs Drive, Parcel 3
760 Newtown Springs Drive, Parcel 4

Being a portion of the property conveyed to Newtown Springs, LLC, a Kentucky limited liability company, by the following Quitclaim deeds dated June 27, 2002, recorded in Deed Book 2413, Page 76, Deed Book 2413, Page 82 and Deed Book 2413, Page 88, all in the Fayette County Clerk's Office

TO HAVE AND TO HOLD the above-described easements 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 easements will expire upon completion of the construction of the improvement project on the land adjacent to these easements, 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.

And the 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.


The parties do hereby certify pursuant to KRS 382.135 that the consideration stated herein is the full actual consideration paid for the property transferred herein, and that the estimated fair cash value of the property conveyed is \$310,100.00. Grantee joins this Deed for the sole purpose of certifying the consideration, as authorized by Resolution No. 607-2009, passed by the Lexington-Fayette Urban County Council on September 17, 2009. This conveyance is exempt from real estate transfer tax pursuant to KRS 142.050.


IN TESTIMONY WHEREOF, the parties have signed this Easement, the day and year first above written.

GRANTOR:
NEWTOWN SPRINGS, LLC,
a Kentucky limited liability company

GRANTEE:
LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT

BY: Rosenstein Development, LLC,
a Kentucky limited liability company
Manager

ITS 
ROBERT J. ROSENSTEIN, MEMBER

BY: 
~~XXXXXXXXXXXXXXXXXXXX~~
JIM GRAY, MAYOR

COMMONWEALTH OF KENTUCKY)
)
COUNTY OF FAYETTE)

The foregoing Easement and consideration certificate were subscribed, sworn to and acknowledged before me by ROBERT J. ROSENSTEIN, for and on behalf of the Rosenstein Development, LLC, a Kentucky limited liability company, as Manager of Newtown Springs, LLC, a Kentucky limited liability company, on this the 14 day of DECEMBER, 2010.

My commission expires: July 5, 2012

S. Kim Howell-Patrick
Notary Public, State-at-Large, Kentucky

COMMONWEALTH OF KENTUCKY)
)
COUNTY OF FAYETTE)

The foregoing Certificate of Consideration was subscribed, sworn to and acknowledged before me by Jim Gray, as Mayor, for and on behalf of the Lexington-Fayette Urban County Government, on this the 20th day of April, 2011.

My commission expires: 1-10-2012

Sandra Sue Burke
Notary Public, State-at-Large, Kentucky

PREPARED BY:

Michael Keith Horn
Michael Keith Horn, Attorney Senior
Lexington-Fayette Urban County Government
Department of Law
200 East Main Street
Lexington, Kentucky 40507
(859) 258-3500

X:\Cases\ENGINEER\09-RE1072\RE\00259453.DOC

EXHIBIT A

1445 NEWTOWN CENTER WAY, PARCEL 1

PERMANENT EASEMENT

BEGINNING at the northwest corner of Newtown Springs, LLC, Unit 1, Section 1, Lot 1 (Deed Book 2413, Page 82), said point being the intersection of the Newtown Pike east right of way with the Citation Boulevard south right of way, having NAD 83 Kentucky State Plane North Zone Coordinates of North 213,322.59 and East 1,571,290.97, and being a point of curvature; thence with said Citation Boulevard, along a curve to the right, having a radius of 1,473.00 feet, an arc distance of 40.33 feet and a chord South 70°02'24" East, 40.33 feet; thence leaving said Citation Boulevard for a new line through the lands of said Newtown Springs, LLC, South 19°18'22" West, 245.49 feet to a point in the common line with Newtown Springs, LLC, Unit 1, Section 1, Lot 3 (Deed Book 2413, Page 82); thence with said Lot 3, North 66°24'31" West, 40.11 feet to a point in said Newtown Pike; thence leaving said Lot 3 and with said Newtown Pike for two lines: North 19°18'22" East, 194.26 feet to a point, North 18°55'32" East, 48.69 feet to the **POINT OF BEGINNING**, containing 9,780 square feet or 0.22 acres, more or less.

1433 NEWTOWN CENTER WAY, PARCEL 2

PERMANENT EASEMENT

BEGINNING at the common corner of Newtown Springs, LLC, Unit 1, Section 1, Lot 3 and Lot 1 (Deed Book 2413, Page 82), said point being in the Newton Pike east right of way and having NAD 83 Kentucky State Plane North Zone Coordinates of North 213,093.20 and East 1,571,210.96; thence with said Lot 1, South 66°24'31" East, 40.11 feet to a point; thence leaving said Lot 1 for a new line through the lands of said Lot 3, South 19°18'22" West, 313.38 feet to a point in the line with Newtown Springs, LLC, Unit 1, Section 1, Lot 4 (Deed Book 2413, Page 82); thence with said Lot 4, North 70°41'38" West, 40.00 feet to a point in said Newtown Pike; thence leaving said Lot 4 and with said Newtown Pike, North 19°18'22" East, 316.38 feet to the **POINT OF BEGINNING**, containing 12,595 square feet or 0.29 acres, more or less.

EXHIBIT A (Continued)

789 NEWTOWN SPRINGS DRIVE, PARCEL 3

PERMANENT EASEMENT

BEGINNING at the common corner of Newtown Springs, LLC, Unit 1, Section 1, Lot 4 and Lot 3 (Deed Book 2413, Page 82), said point being in the Newton Pike east right of way and having NAD 83 Kentucky State Plane North Zone Coordinates of North 212,794.61 and East 1,571,106.36; thence with said Lot 3, South 70°41'38" East, 40.00 feet to a point; thence leaving said Lot 3 for four (4) new lines through the lands of said Lot 4: South 19°18'22" West, 154.33 feet to a point, South 08°34'52" West, 41.13 feet to a point, South 30°40'23" West, 38.84 feet to a point, South 19°18'22" West, 83.93 feet to a point in the Newtown Springs Drive north right of way; Thence with said Newtown Springs Drive, North 70°41'38" West, 40.00 feet to the intersection with said Newtown Pike; thence leaving said Newtown Springs Drive and with said Newtown Pike, North 19°18'22" East, 316.75 feet to the **POINT OF BEGINNING**, containing 12,971 square feet or 0.30 acres, more or less.

760 NEWTOWN SPRINGS DRIVE, PARCEL 4

PERMANENT EASEMENT

BEGINNING at the northwest corner of Newtown Springs, LLC, Unit 1, Section 1, Lot 10 (Deed Book 2413, Page 82), said point being the intersection of the Newtown Pike east right of way with the Newtown Springs Drive south right of way, having NAD 83 Kentucky State Plane North Zone Coordinates of North 212,439.05 and East 1,570,981.80; thence with said Newtown Springs Drive, South 70°41'38" East, 40.00 feet to a point; thence leaving said Newtown Springs Drive for a new line through the lands of said Lot 10, South 19°18'22" West, 464.85 feet to a point in the line with Lexmark International, Inc. (Deed Book 1573, Page 382, Tract B); thence with said Lexmark International, Inc., North 67°29'17" West, 40.06 feet to a point in said Newtown Pike; thence leaving said Lexmark International, Inc., and with said Newtown Pike, North 19°18'22" East, 462.61 feet to the **POINT OF BEGINNING**, containing 18,548 square feet or 0.43 acres, more or less.

EXHIBIT B

1445 NEWTOWN CENTER WAY, PARCEL 1

TEMPORARY CONSTRUCTION EASEMENT

BEGINNING at the northwest corner of Newtown Springs, LLC, Unit 1, Section 1, Lot 1 (Deed Book 2413, Page 82), said point being the intersection of the Newtown Pike east right of way with the Citation Boulevard south right of way; thence with said Citation Boulevard, along a curve to the right, having a radius of 1,473.00 feet, an arc distance of 40.33 feet and a chord South 70°02'24" East, 40.33 feet to the **TRUE POINT OF BEGINNING**; thence continuing along a curve to the right, having a radius of 1,473.00 feet, an arc distance of 15.01 feet and a chord South 68°57'50" East, 15.01 feet; thence leaving said Citation Boulevard for a new line through the lands of said Lot 1, South 19°18'22" West, 246.16 feet to a point in the line with Newtown Springs, LLC, Unit 1, Section 1, Lot 3 (Deed Book 2413, Page 82); thence with said Lot 3, North 66°24'31" West, 15.04 feet to a point; thence leaving said Lot 3 for a new line through the lands of said Lot 1, North 19°18'22" East, 245.49 feet to the **TRUE POINT OF BEGINNING**, containing 3,687 square feet or 0.08 acres, more or less.

1433 NEWTOWN CENTER WAY, PARCEL 2

TEMPORARY CONSTRUCTION EASEMENT

BEGINNING at the common corner of Newtown Springs, LLC, Unit 1, Section 1, Lot 3 and Lot 1 (Deed Book 2413, Page 82), said point being in the Newton Pike east right of way; thence with said Lot 1, South 66°24'31" East, 40.11 feet to the **TRUE POINT OF BEGINNING**; thence continuing South 66°24'31" East, 15.04 feet to a point; thence leaving said Lot 1 for a new line through the lands of said Lot 3, South 19°18'22" West, 312.26 feet to a point in the line with Newtown Springs, LLC, Unit 1, Section 1, Lot 4 (Deed Book 2413, Page 82); thence with said Lot 4, North 70°41'38" West, 15.00 feet to a point; thence leaving said Lot 4 for a new line through the lands of said Lot 3, North 19°18'22" East, 313.38 feet to the **TRUE POINT OF BEGINNING**, containing 4,692 square feet or 0.11 acres, more or less.

EXHIBIT B (Continued)

789 NEWTOWN SPRINGS DRIVE, PARCEL 3

TEMPORARY CONSTRUCTION EASEMENT

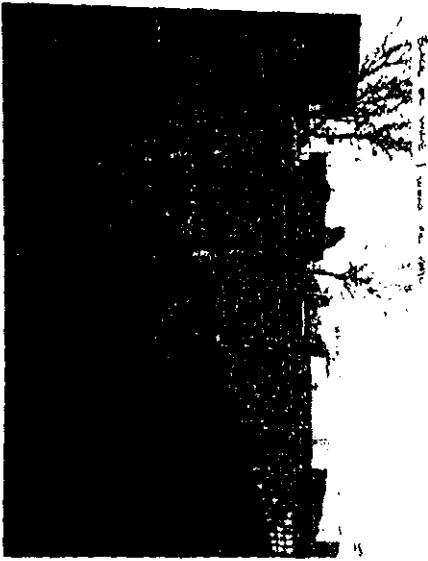
BEGINNING at the common corner of Newtown Springs, LLC, Unit 1, Section 1, Lot 4 and Lot 3 (Deed Book 2413, Page 82), said point being in the Newton Pike east right of way; thence South 70°41'38" East, 40.00 feet to the **TRUE POINT OF BEGINNING**; thence continuing South 70°41'38" East, 15.00 feet to a point; thence leaving said Lot 3 for four new lines through the lands of said Lot 4: South 17°29'07" West, 151.55 feet to a point, South 08°34'52" West, 44.16 feet to a point, South 30°40'23" West, 40.75 feet to a point, South 19°18'22" West, 81.94 feet to a point in the Newtown Springs Drive north right of way; Thence with said Newtown Springs Drive, North 70°41'38" West, 20.00 feet to a point; thence leaving said Newtown Springs Drive for four (4) new lines through the lands of said Lot 4: North 19°18'22" East, 83.93 feet to a point, North 30°40'23" East, 38.84 feet to a point, North 08°34'52" East, 41.13 feet to a point, North 19°18'22" East, 154.33 feet to the **TRUE POINT OF BEGINNING**, containing 5,972 square feet or 0.14 acres, more or less.

760 NEWTOWN SPRINGS DRIVE, PARCEL 4

TEMPORARY CONSTRUCTION EASEMENT

BEGINNING at the northwest corner of Newtown Springs, LLC, Unit 1, Section 1, Lot 10 (Deed Book 2413, Page 82), said point being the intersection of the Newtown Pike east right of way with the Newtown Springs Drive south right of way; thence with said Newtown Springs Drive, South 70°41'38" East, 40.00 feet to the **TRUE POINT OF BEGINNING**; thence continuing South 70°41'38" East, 20.00 feet to a point; thence leaving said Newtown Springs Drive for three (3) new lines through the lands of said Lot 10: South 19°18'22" West, 162.29 feet to a point, North 70°41'38" West, 20.00 feet to a point, North 19°18'22" East, 162.29 feet to the **TRUE POINT OF BEGINNING**, containing 3,246 square feet or 0.07 acres, more or less.

EXHIBIT C



PLANT SCHEDULE

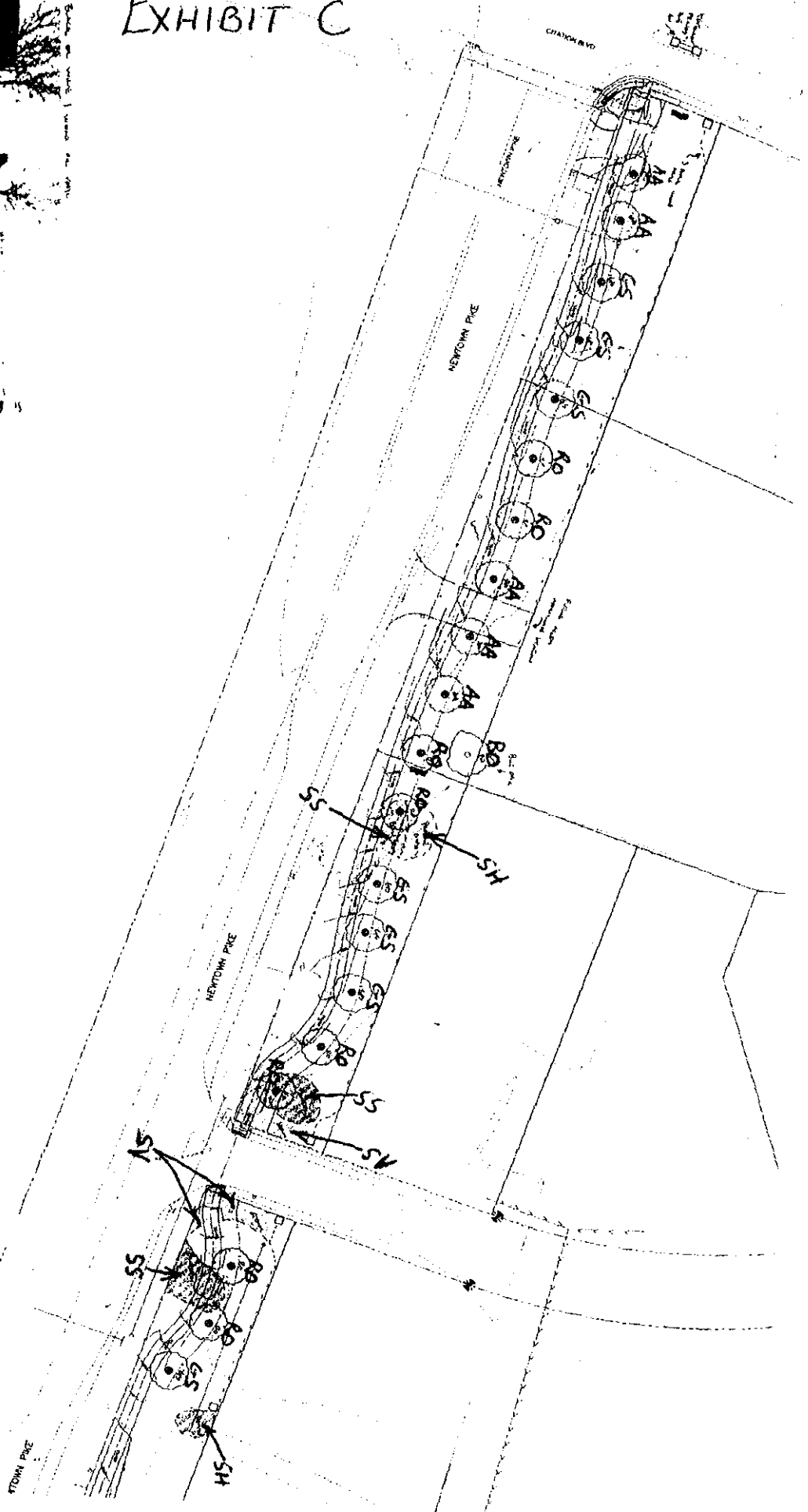
TREES	QTY	COMMENTS
AA	2	Japanese Red Pine - 25' cal.
BA	1	Bur Oak - 25' cal.
CB	7	Shadblow - 25' cal.
RO	8	Red Oak - 25' cal.

GROUNDCOVERS QTY

SS	1	Shade Sphagnum Moss (1' to 2' height)
SV	1	Very Japanese Sphagnum (1' height)
SH	1	Private Drooping (1' to 2' height)

COMMENTS

No grasses or groundcovers shall exceed 3' in height and spacing shall allow 1' to 2' open space between mature 1.5 ft. Rhododendron and Private Drooping plants.





NOTE:
THERE IS A 75' UTILITY CORRIDOR FROM
STA 11+25 TO STA 32+00. UNDERGROUND
UTILITIES ARE LOCATED IN VICINITY OF
TRAIL.

SCALE: 1"=20' HORIZ.
1"=2' VERT.

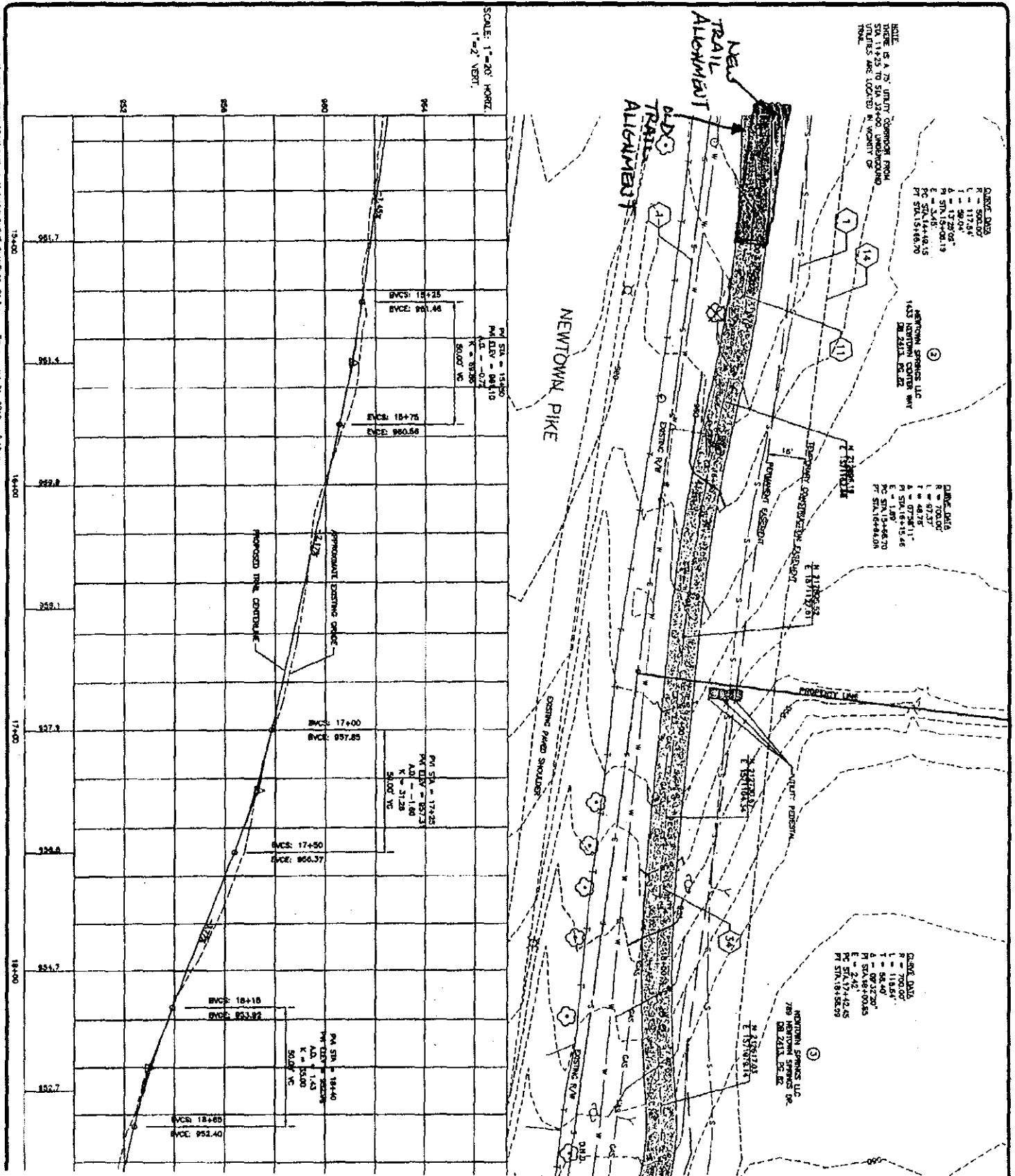
CITATION BLVD

OLD TRAIL
ALIGNMENT

NEWTOWN PIKE

NEW TRAIL
ALIGNMENT

CLASS: 22
R = 30.1
L = 10.1
T = 51.1
A = 17.4
PI STA. 13
E = 2.56
PC STA. 17
PT STA. 14



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.

A handwritten signature in black ink, appearing to read "Doug Bradley", is written over a horizontal line.

By: DOUG BRADLEY ,dc

201104250144

April 25, 2011

14:00:47 PM

Fees	\$65.00	Tax	\$.00
------	---------	-----	--------

Total Paid	\$65.00
------------	---------

THIS IS THE LAST PAGE OF THE DOCUMENT

16 Pages

36 - 51