

UTILITY EASEMENT

THIS INDENTURE, made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, having a mailing address of 200 East Main Street, Lexington, Kentucky 40507, (hereinafter "Grantor") and **KENTUCKY-AMERICAN WATER COMPANY**, a corporation organized and existing under the laws of the Commonwealth of Kentucky, having an office for the transaction of business at 2300 Richmond Road, Lexington, KY 40502 (hereinafter "Grantee").

W I T N E S S E T H

The Grantor, in consideration of the covenants and agreements hereinafter recited and the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby sell, give, grant and convey unto the Grantee, its successors and assigns, forever, an easement in, under, across and over the real estate of the Grantor, situated in Fayette County, Kentucky, more particularly described on Exhibit A and as shown on the sketch, Exhibit B, both attached hereto and made a part hereof, for the purpose of installing, laying, operating, maintaining, inspecting, removing, repairing, relaying and adding to, from time to time, water pipe or pipes, together with all necessary fittings, valves, hydrants, meters, appurtenances and attached facilities, including service lines of its customers, service pipes and laterals and connections for the transmission and distribution of water.

Together with the right to the Grantee, its successors and assigns, to use reasonable additional space adjacent to the above described easement as may be required during the periods of construction and maintenance to (i) enter in and upon the real estate described above with men and machinery, vehicles and material at any and all times for the purpose of installing, maintaining, repairing, renewing or adding to the aforesaid water pipe lines and attached facilities, (ii) remove trees, bushes, undergrowth and other obstructions interfering with the activities

authorized herein, and (iii) for doing anything necessary, useful or convenient for the enjoyment of the easement herein granted.

The right of the Grantor to freely use and enjoy its interest in the real estate is reserved to Grantor, its successors and assigns insofar as the exercise thereof does not endanger or interfere with the construction, operation, and maintenance of Grantee's water pipe lines and attached facilities, except that no building, structure or similar improvements shall be erected within said easement, nor shall the grade or ground cover over Grantee's facilities be substantially altered, without the consent of the Grantee. Notwithstanding the foregoing, no other pipes or conduits shall be placed within ten (10) feet, measured horizontally, from the said water pipes except pipes crossing same at right angles, in which latter case, a minimum distance of two (2) feet shall be maintained between the pipes. All sewer pipe shall be laid below the water pipes. No excavation or blasting shall be carried on which in any way endangers or might endanger the water pipe lines and attached facilities.

TO HAVE AND TO HOLD the above granted easement unto the same Grantee, its successors and assigns forever.

The Grantee agrees, by the acceptance of this easement that, upon any opening made in connection with any of the purposes of this easement, said opening shall be backfilled and resurfaced to as nearly as possible the same condition as existed when said opening was made, provided that Grantee shall not be obligated to restore landscaping, other than reseeding any grass which was removed upon entry, all such work to be done at the expense of the Grantee.

Grantor warrants and will defend title to said easement during its existence with Grantee, its successors and assigns, for the use and benefit against all parties whomsoever. Grantor acquired title to said real estate on which the easement is located by deed recorded in Deed Book 2335, Page 83 in the Office of the Fayette County Clerk, Lexington, Fayette County, Kentucky.

IN WITNESS WHEREOF, the Grantor has duly executed this INDENTURE, all as of the day and year first above written.

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

BY \_\_\_\_\_ Mayor

STATE OF \_\_\_\_\_ )  
                                          ) SS  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_, Mayor of the City of Lexington, and the foregoing instrument was signed in his capacity as Mayor on behalf of the Lexington-Fayette Urban County Government.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

\_\_\_\_\_ Notary Public

My commission expires: \_\_\_\_\_

This Instrument Was Prepared By:  
Lindsey W. Ingram III  
Stoll Keenon Ogden PLLC  
300 W. Vine St. Suite 2100  
Lexington, KY 40507

\_\_\_\_\_

Reasonable care has been taken to redact any Social Security Numbers in this document. When recorded please return to Tobey Adams, Kentucky-American Water Company, 2300 Richmond Road, Lexington, KY 40502

**EXHIBIT A**

**LEGAL DESCRIPTION**

**WATER LINE EASEMENT TO  
KENTUCKY-AMERICAN WATER COMPANY  
THROUGH THE PROPERTY OF THE  
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT  
DEED BOOK 2335, PAGE 83  
LOT 41, BLOCK B, UNIT 2 OF GAINESWAY SUBDIVISION  
PLAT CABINET C, SLIDE 153  
IN LEXINGTON, FAYETTE COUNTY, KENTUCKY**

**3541 GREENTREE ROAD**

All that tract or parcel of land situated at the intersection of Greentree Road, Willowood Road and Armstrong Mill Road in Lexington, Fayette County, Kentucky, and more fully described and bounded as follows, to-wit:

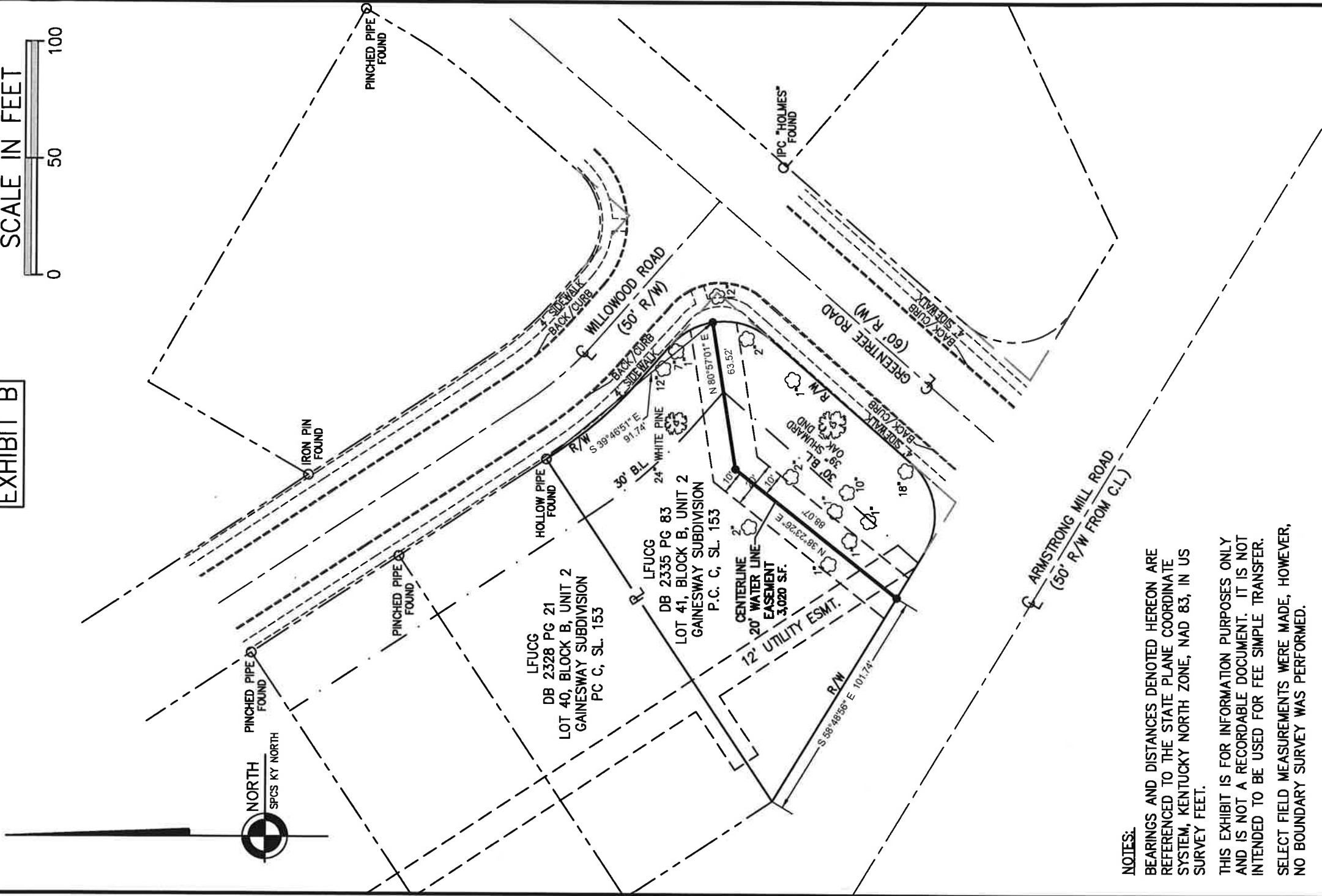
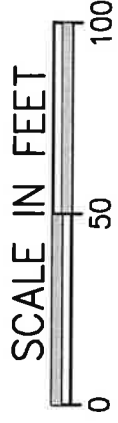
The following described lines are the centerline of a 20-foot wide water line easement, ten feet each side thereof, the sidelines of said easement to extend or trim to meet at angle points and to terminate at property lines:

Beginning at a point in the northeasterly right-of-way of Armstrong Mill Road, said point being S 58° 48' 56" E 101.74 feet from the rear common corner of Lot 41, Block B, Unit 2 of Gainesway Subdivision (Lexington-Fayette Urban County Government; Deed Book 2335, Page 83; Plat Cabinet C, Slide 153) and Lot 40, Block B, Unit 2 of Gainesway Subdivision (Lexington-Fayette Urban County Government; Deed Book 2328, Page 21; Plat Cabinet C, Slide 153); thence through Lot 41 aforesaid for two calls, N 38° 23' 26" E 88.07 feet and N 80° 57' 01" E 63.52 feet to a point in the westerly right-of-way of Willowood Road, said point being S 39° 46' 51" E 91.74 feet, measured in a straight line, from a hollow pipe found at the front common corner of Lots 41 and 40 aforesaid, in the westerly right-of-way of Willowood Road; containing 3,020 square feet, as shown by the attached Exhibit B prepared by CDP Engineers, Inc., in April 2018.

The bearings and distances cited herein are based upon the State Plane Coordinate System, Kentucky North Zone, NAD 83, in US Survey Feet.

Being a twenty-foot wide water line easement on a portion of the same property conveyed to the Lexington-Fayette Urban County Government by deed dated January 9, 2003, and recorded in Deed Book 2335, Page 83; being designated as Lot 41, Block B, Unit 2 of Gainesway Subdivision on the Amended Plat recorded in Plat Cabinet C, Slide 153. All of the above referenced instruments are of record in the Fayette County, Kentucky, Clerk's Office.

**EXHIBIT B**



**NOTES:**

BEARINGS AND DISTANCES DENOTED HEREON ARE REFERENCED TO THE STATE PLANE COORDINATE SYSTEM, KENTUCKY NORTH ZONE, NAD 83, IN US SURVEY FEET.

THIS EXHIBIT IS FOR INFORMATION PURPOSES ONLY AND IS NOT A RECORDABLE DOCUMENT. IT IS NOT INTENDED TO BE USED FOR FEE SIMPLE TRANSFER.

SELECT FIELD MEASUREMENTS WERE MADE, HOWEVER, NO BOUNDARY SURVEY WAS PERFORMED.

**KENTUCKY—AMERICAN WATER COMPANY**

WATER LINE EASEMENT TO

THROUGH THE PROPERTY OF THE  
**LEXINGTON—FAYETTE URBAN COUNTY GOVERNMENT**  
 DEED BOOK 2335, PAGE 83  
 PLAT CABINET C, SLIDE 153  
 3541 GREENTREE ROAD

DATE: APRIL 2, 2018

SCALE: 1" = 50'



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