

UTILITY EASEMENT

THIS INDENTURE, made this _____ day of _____, 20____, by and between **Lexington-Fayette Urban County Government**, (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, replacing, 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 **3365** Page **494** in the **Fayette County** Clerk's Office in **Lexington, Kentucky**.

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

(Municipality)

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

BY _____
HON. JIM GRAY, MAYOR

City Clerk

COMMONWEALTH OF KENTUCKY)
) SS:
COUNTY OF FAYETTE)

On this _____ day of _____, 20____, before me, a Notary Public in and for said County and State, personally appeared **Hon. Jim Gray**, Mayor of **Lexington-Fayette Urban County Government** and the foregoing instrument was signed and acknowledged before me on behalf of **Lexington-Fayette Urban County Government** by authority of Ordinance No. _____ passed _____, 20_____.

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

My commission expires _____

Notary Public

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 **Adam Tilley**, Kentucky-American Water Company, 2300 Richmond Road, Lexington, KY 40502

Exhibit A

2401 Richmond Road

All that tract or parcel of land situated on the northeast side of Richmond Road (US 25) being known as 2401 Richmond Road, Lexington, Fayette County, Kentucky with the Waterline Easement being more fully described as follows, to-wit:

Beginning at the western corner of grantors property, said corner being in the line of CFT NV Developments, LLC (DB3387 Pg334) and a common corner with Southland Christian Church of Lexington, Kentucky, Inc. (DB2970 Pg462), thence, leaving aforesaid corner with the line common with Southland Christian Church of Lexington, Kentucky, Inc. N48°03'12"E a distance of 10.00 feet to a point in said common line; thence, leaving aforesaid common line and crossing grantors property S41°56'48"E a distance of 36.13 feet to a point; thence, S47°58'09"W a distance of 7.91 feet to a point; thence, S42°01'51"E a distance of 210.73 feet to a point; thence, S42°02'36"E a distance of 30.79 feet to a point; thence, S03°03'05"W a distance of 24.76 feet to a point; thence, N86°56'55"W a distance of 20.00 feet to a point; thence, N03°03'05"E a distance of 16.46 feet to a point; thence, N42°02'36"W a distance of 22.49 feet to a point; thence, N42°01'51"W a distance of 228.12 feet to a point; thence, N48°03'12"E a distance of 17.93 feet to a point; thence, N41°56'48"W a distance of 18.78 feet to the Point of Beginning, as shown on Exhibit B attached hereto and made a part of this document, prepared by HDR Engineering, Inc.

The above described easement lies entirely within the **Lexington-Fayette Urban County Government** property DB3365 Pg494 (PC "R" Slide 385), and contains approximately 5,832.28 Sq. Ft. or 0.134 acres more or less.

Being an easement across a portion of the property conveyed to grantor(s) by deed dated December 15, 2015 and recorded in DB 3365 PG 494. All of the above mentioned instruments are of record in the Fayette County Clerk's Office in Lexington, Kentucky.