

CONVEYANCE OF SEWER EASEMENTS AND SEWER LINES

This **CONVEYANCE OF SEWER EASEMENTS AND SEWER LINES** ("Conveyance") is made and entered into this 14th day of December, 2016, by and between JFG Enterprises, Inc., 131 Prosperous Place, Suite 20-B, Lexington, Kentucky 40509 ("Grantor"), which is also the in-care 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 good and valuable consideration and in accordance with that certain written agreement by and between Grantor and Grantee dated September 25, 2014 ("Agreement"), which Agreement the Mayor of Lexington was authorized to sign by Resolution No. 553-2014 ("Resolution"), Grantor has **BARGAINED** and **SOLD** and does hereby **GIVE, GRANT** and **CONVEY** unto the Grantee, its successors and assigns, all sanitary sewer easements located in Lexington, Fayette County, Kentucky, together with all sewer lines located therein, which sewer easements are shown and described in the plats identified and set forth in Exhibit A attached hereto and made a part hereof.

The above conveyance includes the permanent right to lay, construct, operate, maintain, repair, reconstruct and remove a sanitary sewer and appurtenances thereto, which sanitary sewer and appurtenances shall be of such dimension, character, construction and use determined by Grantee, located within the sewer easements conveyed and described above.

TO HAVE AND TO HOLD the above-described easements and sewer lines together with all rights, privileges, appurtenances and improvements thereunto belonging

and as set forth herein unto Grantee, its successors and assigns forever, for the purposes and uses herein designated.

Grantor does hereby covenant to and with said Grantee, its successors and assigns forever, that it has good right to sell and convey the easements and sewer lines conveyed herein.

Additional provisions:

(i) The surface owner of the land upon which any sewer easement conveyed herein is located ("Surface Owner") shall have the full right to use said land 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 easements without the prior written consent of the Grantee.

(ii) Notwithstanding anything to the contrary contained herein, any Surface Owner shall have, in addition to the rights referenced above, the right to pave all or any portion of the surface of the land lying over said sewer easements for use as a roadway, parking lot, sidewalk or similar uses. Any property that is disturbed during Grantee's exercising any of its rights as set forth herein shall be restored to its original contours in a condition as good as or better than that which existed prior to construction.

(iii) Grantee, as provided in the Agreement, accepts the sewer lines conveyed herein in there "as is" condition.

(iv) The conveyance of these sewer easements and sewer lines, as provided herein, was authorized by the Agreement and Resolution and the sewer easements and sewer lines so conveyed, shall become part of Grantee's sewerage collection system and shall be owned, operated and maintained by Grantee the same as all other sewer

EXHIBIT A

- (i) Final Record Plat of Boonesborough Manor Subdivision Unit 1 dated February 1970 of record in Plat Cabinet A, Slide 134, in the Fayette County Clerk's Office.
- (ii) Amended Minor Consolidation Record Plat of Lots 1 and 2, Block C, Boonesboro Manor Subdivision, Unit 1, dated September 8, 1989 of record in Plat Cabinet H, Slide 657 in the aforesaid Clerk's Office.
- (iii) Consolidation and Easement Minor Subdivision Plat of Boonesborough Manor, Block A, Unit 1, dated October 2003 of record in Plat Cabinet M, Slide 93 in the aforesaid Clerk's Office.
- (iv) Consolidation and Easement Minor Subdivision Plat of Boonesboro Manor Subdivision, Block A, Unit 1 dated October 2005 of record in Plat Cabinet M, Slide 729 in the aforesaid Clerk's Office.
- (v) Final Record Plat Boonesborough Manor Subdivision Section 1 (Amended) and Section 2 dated November 2, 2015 of record in Plat Cabinet R, Slide 512 in the aforesaid Clerk's Office.
- (vi) Public acquisition and Amended Easement Minor Plat of JFG Enterprises, Inc. dated July 16, 2016 Tracts 1 and 2 located at 5191 and 5301 Athens-Boonesboro Road, which Plat is hereinafter referred to as the "Acquisition Plat" and appears of record in Plat Cabinet R, Slide 522 in the aforesaid Clerk's Office.

Exceptions: The following easements are excepted from and not included in the Conveyances provided for herein:

- (i) That certain 12' Sanitary Easement released by Grantor by Deed of Release dated October 10, 2005 of record in Deed Book 2592, Page 501 in the aforesaid Clerk's Office.
- (ii) That certain 15' Sanitary Forced Main Easement (hereinafter referred to as "Forced Main Easement") shown on the Acquisition Plat, which Forced Main Easement was previously conveyed by Grantor to Grantee by Grant of Easement dated March 27, 2014 of record in Deed Book 3224, Page 673 of record in the aforesaid Clerk's Office, by Grant of Easement dated March 27, 2014 of record in Deed Book 3224, Page 664 in the aforesaid Clerk's Office, by Corrected Grant of Easement dated January 12, 2016 of record in Deed Book 3370, Page 560 and by Corrected Grant of Easement dated January 12, 2016 of record in Deed Book 3370, Page 567 in the aforesaid Clerk's Office.

DEED BOOK 3457 PAGE 511

**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: PATTY DAVIS ,dc

201612280499

December 28, 2016 11:44:22 AM

Fees	\$20.00	Tax	\$.00
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Total Paid	\$20.00
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