

## UTILITY EASEMENT

THIS INDENTURE, made this \_\_\_\_\_ day of August, 2017, 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 Two Hundred Five Dollars (\$205.00) 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 2976, Page 79 in the Office of the Fayette County Clerk, Fayette County, Kentucky.



A VARIABLE PERMANENT KAW EASEMENT DESCRIPTION  
FOR KENTUCKY AMERICAN WATER  
ON THE PROPERTY OF  
L.F.U.C.G.  
3278 SWEET CLOVER LANE  
LEXINGTON, FAYETTE COUNTY, KENTUCKY

VARIABLE PERMANENT KAW EASEMENT

**BEGINNING** at the common corner of LFUCG (3278 Sweet Clover Lane, DB 2976, Pg 79) and LFUCG (3414 Polo Club Boulevard, DB 2648, Pg 673) and LFUCG (3240 Polo Club Boulevard, DB 2786, Pg 646), said point being the southwest corner of said 3278 Sweet Clover Lane; thence leaving said 3414 Polo Club Boulevard and with said 3240 Polo Club Boulevard, North 41°51'32" East, 38.52 feet to a point; thence leaving said 3240 Polo Club Boulevard for two (2) new lines through the lands of said 3278 Sweet Clover Lane:

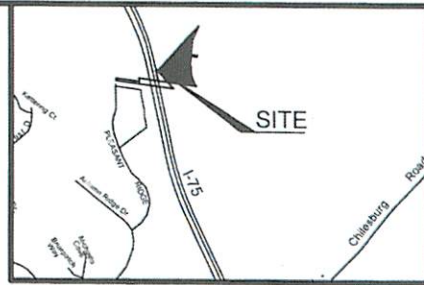
- 1) South 01°56'56" East, 15.05 feet to a point,
- 2) South 07°39'22" West, 37.54 feet to a point in the line with said 3414 Polo Club Boulevard;

Thence with said 3414 Polo Club Boulevard, North 42°00'39" West, 31.70 feet to the **POINT OF BEGINNING**, containing 654 square feet or 0.02 acre, more or less.

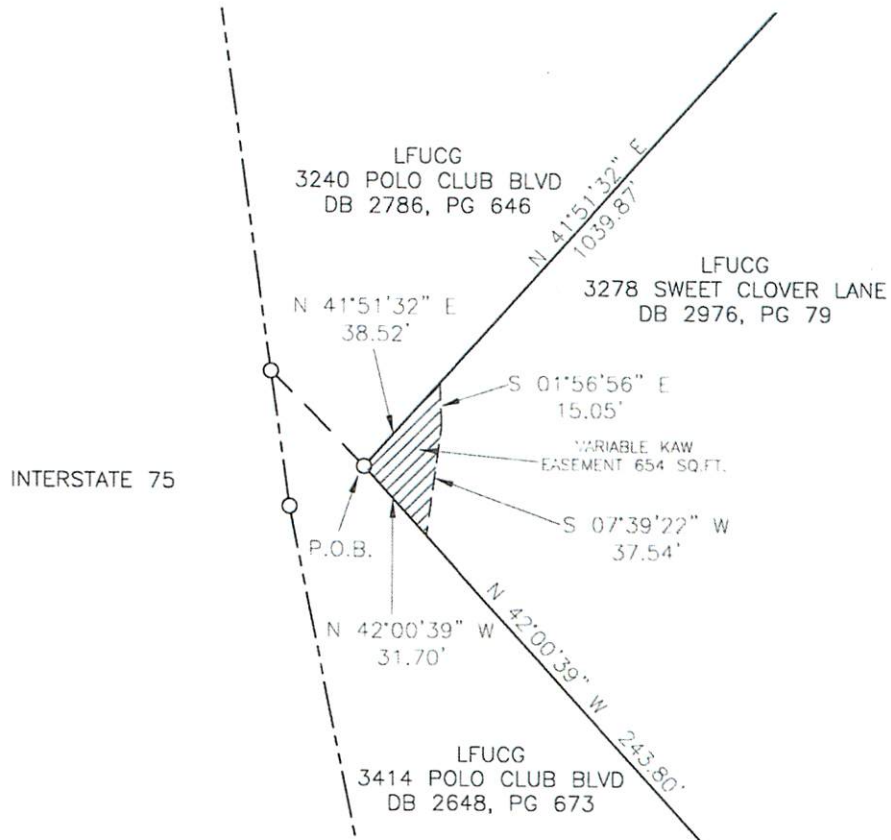


*James M. Chambliss PLS*  
2/14/17

PERMANENT VARIABLE WIDTH KAW EASEMENT  
 EXHIBIT FOR KENTUCKY AMERICAN WATER ON THE  
 LFUCG PROPERTY  
 3278 SWEET CLOVER LANE  
 LEXINGTON, FAYETTE COUNTY, KENTUCKY



VICINITY MAP  
 NTS



LAND SURVEYOR'S CERTIFICATE:

THE PROPERTY LINES SHOWN ON THIS EASEMENT EXHIBIT ARE BASED ON DEED AND/OR RECORD PLAT DATA FROM THE FAYETTE COUNTY CLERK'S OFFICE AND HAVE NOT BEEN FIELD VERIFIED BY INTEGRATED ENGINEERING. THIS EXHIBIT DOES NOT REPRESENT A BOUNDARY SURVEY AS DESCRIBED IN 201 KAR 18:150 AND INTEGRATED ENGINEERING HAS NOT PERFORMED A BOUNDARY SURVEY FOR THE PURPOSES OF THIS EXHIBIT. THIS EXHIBIT IS NOT INTENDED TO BE USED FOR LAND TRANSFER.

*James M. Chambliss PLS 2/14/17*  
 JAMES M. CHAMBLISS, PLS 3185 DATE



**IE**  
 INTEGRATED ENGINEERING  
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