

DEED OF EASEMENT

THIS DEED OF EASEMENT, made as of this day of , 2014 by and between:

**JEFFERSON COUNTY SCHOOL DISTRICT FINANCE CORPORATION, a
Kentucky Non-Profit Corporation
3332 Newburg Road
Louisville, Kentucky 40218**

"GRANTOR"

and

**LOUISVILLE/JEFFERSON COUNTY METRO
GOVERNMENT Pursuant to KRS Chapter 67C
for and on behalf of the
Louisville Water Company, and**

**LOUISVILLE WATER COMPANY,
acting through the agency of
Board of Water Works
c/o Louisville Water Company
550 South Third Street
Louisville, Kentucky 40202**

"GRANTEES"

WITNESSETH:

For a valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby grants and conveys to Grantees, an easement in perpetuity over, under and through the strip of land hereinafter described for the purpose of connecting, constructing, operating, maintaining, reconnecting, repairing, removing, reconstructing, replacing, and/or enlarging one or more water mains and appurtenances to be laid in said strip, including the right of ingress and egress to and from said strip. Said strip of land is located in Jefferson County, Kentucky and is described as follows:

BEING an easement, Thirty Feet (30') in width throughout, as shown on the plat attached hereto and made a part hereof by reference.

BEING A part of the same property conveyed to GRANTOR, by Deed recorded in Deed Book 9068 , Page 849 in the office of the Clerk of Jefferson County, Ky.

Grantor covenants that it has full right, power and authority to make this conveyance.


Grantor, its successors and assigns, further covenant not to erect permanent structures of any nature upon or change the grade of the surface within the above described easement without written consent of Louisville Water Company. Non-permanent objects or improvements, including, but not limited to, fences, shrubs, gardens, pasture land, signage, driveways, access roads and parking may occupy easement area at the Grantors' risk.

To the extent Grantee must disturb the easement, Grantee agrees to restore the property to the original condition at the time of granting of the easement, which condition shall not include any non-permanent objects or improvements made by the Grantor after granting this Easement.

Grantor, its successors and assigns, reserve the right to make use of the above described strip of land in such a way as to not interfere with the rights herein granted to Grantees.

IN TESTIMONY WHEREOF, witness the signature of the Grantor the day and year first above written.

JEFFERSON COUNTY SCHOOL
DISTRICT FINANCE CORPORATION, a
Kentucky Non-Profit Corporation



DONNA HARGENS, ED.D
6/20/14

Donna Hargens, President

COUNTY OF JEFFERSON }
COMMONWEALTH OF KENTUCKY } :ss

The foregoing Deed of Easement was acknowledged before me this 20th day of June, 2014 by DONNA HARGENS ED.D., Superintendent, JEFFERSON COUNTY SCHOOL DISTRICT FINANCE CORPORATION, a Kentucky Non-Profit Corporation

My Commission expires: 7-7-17



NOTARY PUBLIC

THIS INSTRUMENT WAS PREPARED
BY:

BARBARA DICKENS
VICE PRESIDENT – GENERAL COUNSEL
LOUISVILLE WATER COMPANY
550 S. THIRD STREET
LOUISVILLE, KENTUCKY 40202
502-569-3600