

# **GRANT OF EASEMENT**

**THIS GRANT OF EASEMENT** (this "Grant of Easement") is entered into this 24<sup>th</sup> day of November, 2015, by and between **JEFFERSON COUNTY SCHOOL DISTRICT FINANCE CORPORATION**, a Kentucky non-profit corporation, having a mailing address of 3332 Newburg Road, VanHoose Education Center, Louisville, Kentucky 40218 ("Grantor") and the **COMMONWEALTH OF KENTUCKY**, for the use and benefit of the Transportation Cabinet, Department of Highways, having a mailing address of 200 Mero Street, Frankfort, Kentucky 40622 ("Grantee").

## **WITNESSETH:**

Grantor owns that certain real property located at 10620 W. Manslick Rd., Louisville, Jefferson County, Kentucky and that certain real property located at 10104 Mitchell Hill Rd., Louisville, Jefferson County, Kentucky (collectively, the "Property"), which was conveyed to Grantor by that certain deed dated June 30, 2000, of record in Deed Book 7472, Page 643, in the Office of the Clerk of Jefferson County, Kentucky, as more particularly described in such deed.

Grantor desires to enter into this Grant of Easement to sell, grant and convey to Grantee, and Grantee's successors and assigns (i) access rights to the Utility Easement (defined below) for the purposes of the Utility Easement and (ii) the Temporary Construction Easement (defined below), and Grantee desires to enter into this Grant of Easement to confirm both the sale, grant and conveyance of (i) access rights to the Utility Easement for the purposes of the Utility Easement and (ii) the Temporary Construction Easement to Grantee, and Grantee's warrants, covenants and agreements set forth herein.

**NOW, THEREFORE**, for and in consideration of One Thousand Seven Hundred Dollars (\$1,700.00), cash paid in hand to Grantor by Grantee, and the covenants and agreements herein set forth below, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee hereby agree as follows:

1. Grant of Access Rights for the Purposes of the Utility Easement. Grantor hereby sells, grants and conveys to Grantee, and its successors and assigns, a perpetual right to access the portion of the Property legally described (and designated as the Utility Easement) on Exhibit A attached hereto and made a part hereof (the "Utility Easement"), for the purposes of Grantee and its agents, employees and contractors to construct, install, operate, maintain, repair and reconstruct drainage structures and utilities (including electric, gas, sewer, telecommunication and water) on, over and under the Utility Easement, and to have water flow over the surface of the Utility Easement. Grantee shall conduct any such activities in a manner so as to not unreasonably interfere with Grantor's use of the Property.

2. Grant of Temporary Construction Easement. Grantor hereby sells, grants and conveys to Grantee, and its successors and assigns, a temporary construction easement on the portion of the Property legally described (and designated as the Temporary Construction Easement) on Exhibit A attached hereto and made a part hereof (the "Temporary Construction Easement"), which shall include the right of Grantee and its agents, employees and contractors,



before the Temporary Construction Easement Expiration Date (as defined below) to construct, install, maintain, repair and reconstruct certain roadway and entrance improvements (collectively, the "Roadway Improvements") on, over and under the Temporary Construction Easement as provided in and in accordance with the Plans (as defined below). Said right to construct, install, maintain, repair and reconstruct the Roadway Improvements shall commence on the date first set forth above and continue until the earlier of (i) completion of the construction and installation of the Roadway Improvements or (ii) the date (the "Temporary Construction Easement Expiration Date") that is one year from date road construction begins (the "Roadway Improvements Commencement Date"), on which such Temporary Construction Easement Expiration Date the Temporary Construction Easement shall automatically expire.

3. The Roadway Improvements are to extend along W. Manslick Rd. from Starlet Drive at Station 13+28.12 to approximately the Fairdale Library at Station 21+56.30, the plans and specifications (the "Plans") for which are on file in the Office of the Department of Highways in Frankfort, Kentucky.

4. Warrants and Covenants of Grantee. Grantee hereby warrants and covenants that (i) the use of the Utility Easement and the Temporary Construction Easement by Grantee and its successors and assigns shall not substantially or materially interfere with Grantor's use and operation of the Property, (ii) Grantee, at Grantee's sole cost and expense, shall, prior to the Temporary Construction Easement Expiration Date, restore the surface of the Temporary Construction Easement as closely as reasonably possible to its condition prior to the Roadway Improvements Commencement Date, (iii) upon completing any construction, installation, operation, maintenance, repair and reconstruction of drainage structures and utilities within the Utility Easement, Grantee at Grantee's sole cost and expense, shall promptly restore the surface of the Utility Easement as closely as reasonably possible to its condition prior to such construction, installation, operation, maintenance, repair and reconstruction activity, and (iv) Grantee, at Grantee's sole cost and expense, in the event there is damage to any portion of the Property caused by, arising out of or relating to Grantee's use of the Utility Easement or the Temporary Construction Easement, shall promptly repair and restore such damaged portion of the Property as closely as reasonably possible to its condition existing immediately prior to such damage.

5. Miscellaneous.

A. This Grant of Easement has been made and delivered, and shall be performed in, governed and construed in accordance with the laws of the Commonwealth of Kentucky.

B. This Grant of Easement may be modified only by written instrument executed by the parties hereto or their respective successors and assigns, which written instrument shall be recorded in the Office of the Clerk of Jefferson County, Kentucky

C. This Grant of Easement shall run with the land, and the covenants and agreements contained herein shall benefit and be binding upon the parties hereto and their respective successors and assigns in perpetuity.



D. The acquisition of the Utility Easement and the Temporary Construction Easement for this project was authorized by the Kentucky Department of Highways Official Order No. 109533. The existing access to the Property from Mitchell Hill Rd. shall remain, the existing access to the Property from W. Manslick Rd. may be restricted from the Roadway Improvements Commencement Date until the Temporary Construction Easement Expiration Date, and any additional modifications to said access or any new access from the Property shall be by permit, as set forth in Section 6 of the Kentucky Administrative Regulations (603 KAR 5:120).

E. For purposes of KRS 382.135, Grantor and Grantee, by execution of this Grant of Easement, certify that the consideration reflected in this Grant of Easement is the full consideration paid for the easements herein conveyed.

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**IN TESTIMONY WHEREOF**, witness the signatures of Grantor and Grantee as of the date first above written.

**JEFFERSON COUNTY SCHOOL DISTRICT  
FINANCE CORPORATION,**  
a Kentucky non-profit corporation

By: \_\_\_\_\_  
Dr. Donna Hargens, President

COMMONWEALTH OF KENTUCKY )  
 )  
 ) SS  
COUNTY OF JEFFERSON )

The foregoing instrument was acknowledged, subscribed and sworn to before me this \_\_\_\_ day of November, 2015, by Dr. Donna Hargens as President of Jefferson County School District Finance Corporation, a Kentucky non-profit corporation, on behalf of such non-profit corporation.

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

Notary Public



By: Ton Bap

Title: Right of Way Supervisor

My commission expires: August 30, 2017

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## Exhibit A

### Legal Description

#### UTILITY EASEMENT:

Being a tract of land lying in Jefferson County along the south side Manslick Road approximately 710 feet east of the intersection of Manslick Road and Starlet Drive, said tract being dedicated for access to Fairdale Elementary School and more particularly described as follows: Beginning at a point in the existing southern right of way of Manslick Road and the existing eastern property line of said tract, said point being 23.04 feet right of Manslick Road Centerline Station 21+01.32; thence S 45°19'31" W a distance of 11.34 feet along said property line to a point 34.37 feet right of Manslick Road Centerline Station 21+01.80; thence N 41°20'52" W a distance of 56.48 feet to a point 33.39 feet right of Manslick Road Centerline Station 20+45.23; thence N 83°10'14" W a distance of 17.87 feet to a point in the existing western property line, said point being 45.04 feet right of Manslick Road Centerline Station 20+31.66; thence N 44°37'19" E a distance of 21.91 feet to a point in the existing southern right of way of Manslick Road, said point being 23.12 feet right of Manslick Road Centerline Station 20+30.55; thence along said right of way line, S 42°27'56" E a distance of 70.69 feet to the POINT OF BEGINNING.

The above described parcel contains  $\pm 0.02$  acres (835.81 sq. ft.).

#### TEMPORARY CONSTRUCTION EASEMENT:

Being a tract land lying in Jefferson County along the south side Manslick Road approximately 710 feet east of the intersection of Manslick Road and Starlet Drive, said tract being dedicated for access to Fairdale Elementary School and more particularly described as follows: Beginning at a point in the existing eastern property line of said tract, said point being 34.37 feet right of Manslick Road Centerline Station 21+01.80; thence along said property line, S 45°19'31" W a distance of 10.22 feet to a point 44.58 feet right of Manslick Road Centerline Station 21+02.23; thence N 42°44'42" W a distance of 70.41 feet to a point in the existing west property line of said tract, said point being 45.04 feet right of Manslick Road Centerline Station 20+31.66; thence S 83°10'14" E a distance of 17.87 feet to a point 33.39 feet right of Manslick Road Centerline Station 20+45.23; thence S 41°20'52" E a distance of 56.48 feet to the POINT OF BEGINNING.

The above described parcel contains  $\pm 0.02$  acres (695.98 sq. ft.).