

DEED OF EASEMENT

THIS DEED OF EASEMENT is made as of this _____ day of _____, 2018 by and between:

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

("GRANTOR")

and

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

("GRANTEE")

WITNESSETH:

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

BEING an easement Thirty Feet 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 7472, Page 643 in the Office of the Clerk of Jefferson County, Kentucky and by Deed recorded in Deed Book 6033, Page 651 in the Office of Clerk aforesaid.

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

Grantor, its successors and assigns, covenants not to erect permanent structures of any nature upon or change the grade of the surface within the above described easement upon completion of water main construction without written prior consent of Louisville Water Company. Non-permanent objects or improvements, including, but not limited to, fences, playgrounds, shrubs, signage, gardens, pasture land, driveways, access roads and parking may occupy easement so long as such objects or improvements do not unreasonably interfere with the rights herein granted to Grantee.

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

Grantor, its successors and assigns, reserves the right to make use of the above described strip of land in such a way as to not unreasonably interfere with the rights herein granted to Grantee. In the event Grantor makes use of the strip of land in violation of the foregoing restrictions, it is understood and agreed that such use shall no give rise to a claim of adverse possession that may arise by such use that would nullify or otherwise impair in whole or in part Grantee right to use the strip of land for the purposes described herein.

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**

By:

DR. MARTIN A. POLLIO, Ed. D., PRESIDENT

COUNTY OF

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STATE OF

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The foregoing Deed of Easement was acknowledged before me this 23rd day of May, 2018 by Dr. Martin A. Pollio, Ed. D., President of JEFFERSON COUNTY SCHOOL DISTRICT FINANCE CORPORATION, on behalf of the non-profit corporation.

My Commission expires: July 7, 2021

NOTARY PUBLIC,

THIS INSTRUMENT WAS PREPARED BY:

MICHAEL F. TIQUE, Esq.
LWC LEGAL COUNSEL
LOUISVILLE WATER COMPANY
550 S. THIRD STREET
LOUISVILLE, KENTUCKY 40202
502-569-3600

