

Project No.: 15463
Contract No.:
Contract End Date:

DEED OF EASEMENT

THIS DEED OF EASEMENT, made as of this 13th day of March , 2019 by and between:

"GRANTOR "

JEFFERSON COUNTY BOARD OF EDUCATION
3332 Newburg Road
Louisville, KY 40218

and

LOUISVILLE WATER COMPANY, acting through the agency of the Board of Water Works,
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, Variable Feet (Variable) 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, Ky.

Grantor covenant(s) that it/they has/have full right, power and authority to make this conveyance.

Grantor, its/their 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 Grantor 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(s), its successors and assigns, reserves 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 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 not 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 Grantees rights to the strip of land.

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

Jefferson County Board of Education

Dr. Martin Pollio


COUNTY OF JEFFERSON)
COMMONWEALTH OF KENTUCKY) :ss

The foregoing Deed of Easement was acknowledged before me this day of , 2019, by Dr. Martin Pollio, as Superintendent of Jefferson County Board of Education.

My Commission expires: _____

NOTARY PUBLIC

THIS INSTRUMENT WAS PREPARED BY:



Michael F. Tigue, Esq.
Vice President, General Counsel
LOUISVILLE WATER COMPANY
550 S. Thid Street
Louisville, Kentucky 40202
502-569-3600

ADDENDUM TO DEED OF EASEMENT

Between

LOUISVILLE WATER COMPANY (Grantee) and

JEFFERSON COUNTY BOARD OF EDUCATION (Grantor)

This Addendum is subject to the entirety of terms and conditions expressed in the Deed of Easement affixed hereto. In addition, the Grantee and Grantor agree to the following items:

1. Following construction, all disturbed grassy areas will be re-seeded, and all disturbed paved areas will be restored with like material. It is the Louisville Water Company's intent to restore disturbed areas to a condition as good as existed prior to construction.
2. **Tentative** construction dates are as follows: Construction shall commence after the last scheduled day for students of the 2018-2019 Jefferson County Public School System calendar year. Per Jefferson County Public School System website, this tentative date is May 30, 2019. Substantial completion of the project shall be completed during the "summer break" of Jefferson County Public Schools, which consist of the months of June, July and a portion of August. Construction shall have a tentative completion date of August 14, 2019, the first scheduled day for students of the 2019-2020 Jefferson County Public School System calendar year. In an instance construction is not completed by August 14, 2019, the Louisville Water Company will work in a timely manner to complete construction and to not interfere with school functionality using its best practices.

GRANTOR:

Print Name: _____

Date: _____

GRANTEE:

Louisville Water Company

By: _____

Title: _____

Date: _____

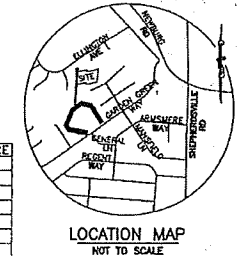
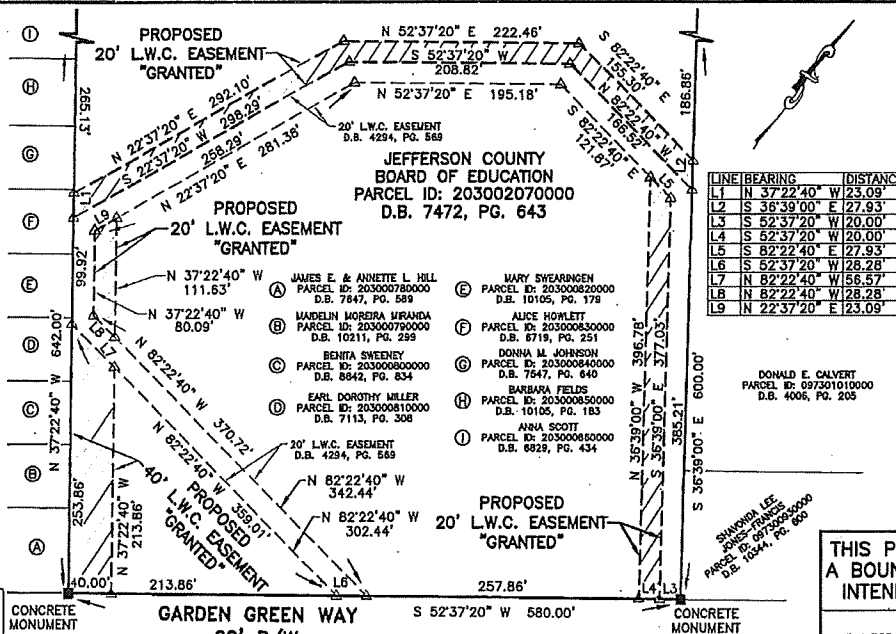
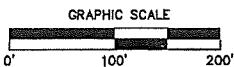
Approved for Legality and Form:



Date: 2-6-19

NOTES

- 1) THE MONUMENTED CORNERS SHOWN HEREON ARE NOT VERIFIED AS BOUNDARY CORNERS AND SHOULD BE USED AS REFERENCE TIES FOR THE EASEMENT ONLY.
- 2) THE MEASUREMENTS SHOWN ON THIS PLAT MEET OR EXCEED A MINIMUM CLOSURE OF 1:10,000.
- 3) THE REFERENCE MERIDIAN USED ON THIS EASEMENT PLAT TO DETERMINE THE DIRECTION OF THE EASEMENT LINES WAS BASED ON THE RECORD DEED BOOK 7472, PAGE 643 IN THE OFFICE OF THE CLERK OF JEFFERSON COUNTY, KENTUCKY.
- 4) THE LEGAL DESCRIPTION RECORDED IN DEED BOOK 7472, PAGE 643 AND OTHER DOCUMENTS, SUCH AS THE ADJOINER'S DESCRIPTION(S) AND RIGHT-OF-WAY PLANS WERE USED TO DETERMINE THE ANGLES AND DISTANCES FOR THIS PLAT.



LINE	BEARING	DISTANCE
L1	N 37°22'40" W	23.09'
L2	S 36°39'00" E	27.93'
L3	S 52°37'20" W	20.00'
L4	S 52°37'20" W	20.00'
L5	S 82°22'40" E	27.93'
L6	S 52°37'20" W	28.28'
L7	N 82°22'40" W	56.57'
L8	N 82°22'40" W	28.28'
L9	N 22°37'20" E	23.09'

LEGEND

FND PIN - IRON PIN
 Δ - DIMENSION POINT
 C/L - CENTER LINE
 R/W - RIGHT-OF-WAY
 [] - EASEMENT AREA
 ■ - CONCRETE MONUMENT

ESMT. AREA = 32,445 SQ. FT.
 0.745 ACRES
 L.W.C. ESMT.#

THIS PLAT DOES NOT REPRESENT A BOUNDARY SURVEY AND IS NOT INTENDED FOR LAND TRANSFER

GARDEN GREEN WAY 60' R/W

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THIS PLAT WAS MADE UNDER MY SUPERVISION AND IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. THIS EASEMENT PLAT MEETS OR EXCEEDS THE MINIMUM STANDARDS PERTAINING TO NON-BOUNDARY SURVEY WORK LOCATED IN SECTION 13 OF 201 KAR 18:150, AS WELL AS, THE L.W.C. TECHNICAL SPECIFICATIONS AND STANDARD DRAWINGS FOR SURVEYING, PLATTING AND MAPPING, 2011 EDITION.

PLS REVIEW: JCM

OWNER'S SIGNATURE

AS AN OWNER OR AUTHORIZED AGENT OF THE PROPERTY SHOWN HEREON, I AGREE TO THE EASEMENT AS DESCRIBED AND SHOWN ON THIS PLAT.

SIGNATURE _____ DATE _____

SIGNATURE _____ DATE _____

JAMES C. McADAMS, PLS, PLS #3886 DATE _____

EASEMENT PLAT PREPARED BY

LOUISVILLE WATER COMPANY
 600 N. 2ND STREET - LOUISVILLE, KENTUCKY 40202
 SPENCER W. BEUCE, PE - PRESIDENT
 TIMOTHY KRAUS, PE - VICE PRESIDENT, CHIEF ENGINEER

PROPERTY OF

JEFFERSON COUNTY BOARD OF EDUCATION

5001 GARDEN GREEN WAY JEFFERSON COUNTY
 D.B. 7472, PG. 643 PARCEL ID: 203002070000

DATE 01/25/19 SCALE 1" = 100' MAP NO. 1233-248

DRAWN SP CHECKED BY TL ENGR. D. HETTINGER

PROJ. NO. 15463 SHEET 1 OF 1