



UTILITY EASEMENT

The Undersigned, **JEFFERSON COUNTY SCHOOL DISTRICT FINANCE CORPORATION**, a Kentucky non-profit corporation, for valuable consideration, receipt of which is hereby acknowledged (Said consideration for this instrument is not measurable in money), does hereby grant and convey unto **LOUISVILLE GAS AND ELECTRIC COMPANY**, a Kentucky corporation, 820 W. Broadway, P. O. Box 32020, Louisville, KY 40232, its successors and assigns (herein called the Company), for a period of five years and such time thereafter as any electric facilities or any extensions thereof may be maintained over or under the lands hereafter described, the right and easement to construct, reconstruct, operate, and maintain an electric line or lines, communications systems, and all equipment and facilities related thereto, including, but not limited to, transformers, conduits, cables and wires, over or under our property located at **12408 Old Shelbyville Road (parcel #0031-0059-0000)** in Jefferson County Kentucky.

The easement is a fifteen foot (15') wide easement, as shown on Louisville Gas and Electric Company Drawing Number **WR6300240** attached hereto and made a part hereof. Said easement shall be maintained and preserved in its present condition and no changes in grade or elevation will be made without the express consent in writing of the Company. The undersigned or its successors and assigns will maintain the electrical duct(s), including manholes, concrete casing and transformer pad in a good, usable, safe operating condition at its expense. The undersigned or its successors and assigns further agree that they will continue to be responsible for said duct, casing and pad, and if deemed necessary, make corrections at its sole expense.

Title to the property was acquired by the undersigned by Deed dated the **30th day of June, 2000**, and recorded in **Deed Book 7472, Page 643** in the County Clerk's Office of Jefferson County, Kentucky. There shall be no buildings or structures erected within the limits of this easement. The Company is further granted the right of ingress and egress over the lands of the undersigned to and from said line in the exercise of this easement and is further granted the right to do all trimming and removal of trees, shrubs, and branches for the proper clearance of said lines or equipment.

The Company has the right to assign its rights hereunder.

It is further agreed that the Company will either repair, restore, or pay to the undersigned for damages that may be caused by it in the exercise of this easement.

IN TESTIMONY WHEREOF, witness the signatures of the undersigned this ____ day of _____, 2019.

JEFFERSON COUNTY SCHOOL DISTRICT FINANCE CORPORATION

Signature

Printed Name and Title
3332 Newburg Road
Louisville, Kentucky 40218

Agent: **Judy Mitchell**
Job: **WR6300240**

COMMONWEALTH OF KENTUCKY)
) SS
COUNTY OF JEFFERSON)

The foregoing instrument was acknowledged, subscribed, and sworn before me this ____ day of _____, 2019, by _____ as _____ of Jefferson County School District Finance Corporation, to be the free act and voluntary deed on behalf of said Kentucky, non-profit corporation.

My Commission expires: _____

Notary Public

(SEAL)

