

DEED OF EASEMENT

THIS DEED OF EASEMENT, made as of this 30 day of September, 2021
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**

"GRANTEES"

W I T N E S S E T H:

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, including ingress and egress to and from said strip. Said strip of land is in Jefferson County, Kentucky and is described as follows:

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

BEING a part of the same property acquired by GRANTOR and recorded in Deed Book 6033 Page 651 in the Office of the Clerk of Jefferson County, Kentucky.

Grantor covenants that it has 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 included, but not limited to, fences, shrubs, gardens, pastureland, signage, driveways, access roads and parking may occupy Easement area at Grantor's risk.

To the extent Grantees must disturb the Easement, Grantees agree to restore the property to the original condition at the time of granting 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 interfere with the rights herein granted to Grantees. In the event that 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 that would nullify or otherwise impair in whole or in part Grantees rights to the strip of land.

In the event the easement is no longer needed for the purpose of connecting, constructing, operating, maintaining, reconnecting, repairing, removing, reconstructing, replacing, and/or enlarging one or more water mains and appurtenances, such easement shall revert to the Grantor.

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**



DR. MARTIN POLLIO

COUNTY OF JEFFERSON)
COMMONWEALTH OF KENTUCKY) ss
)

The foregoing Deed of Easement was acknowledged before me this 30 day of September, 2021 by Dr. Martin Pollio, as Superintendent of JEFFERSON COUNTY SCHOOL DISTRICT FINANCE CORPORATION, a Kentucky Non-Profit Corporation.

My Commission expires: July 5, 2023



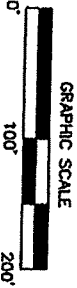
NOTARY PUBLIC,
License # 626461

THIS INSTRUMENT WAS PREPARED BY:

LOUISVILLE WATER COMPANY
550 S. 3rd Street
Louisville, Ky. 40202
(502) 569-3600

NOTES

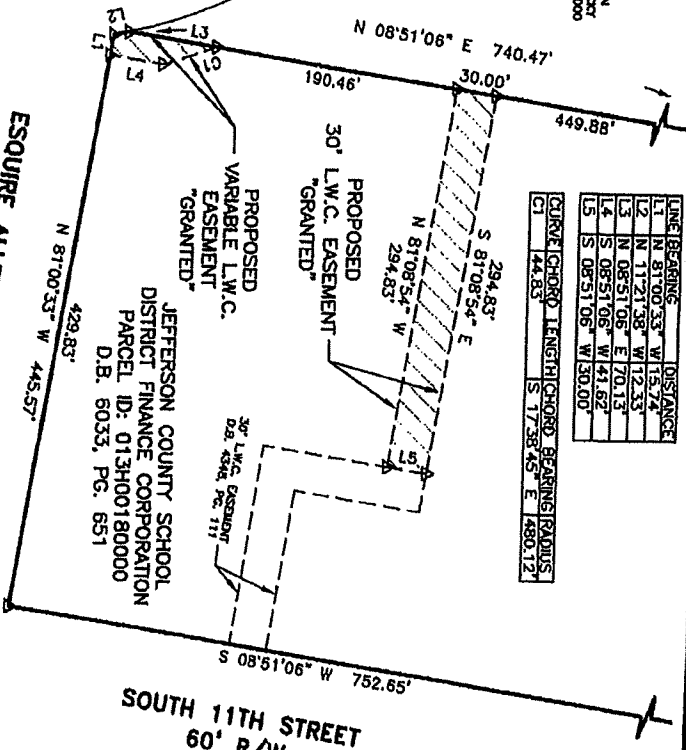
- 1) THIS EASEMENT PLAT IS BASED ON FIELD WORK, PERFORMED ON 04/12/21 TO 04/13/21 BY GPS RTK SURVEY METHODS USING A TRIMBLE R-10 RECEIVER. THIS SURVEY WAS NOT ADJUSTED FOR CLOSURE.
- 2) THE MONUMENTED CORNERS SHOWN HEREON ARE NOT VERIFIED AS BOUNDARY CORNERS AND SHOULD BE USED AS REFERENCE TIES FOR THE EASEMENT ONLY.
- 3) THE MEASUREMENTS SHOWN ON THIS PLAT MEET OR EXCEED A MINIMUM CLOSURE OF 1:10,000.
- 4) THE REFERENCE MERIDIAN USED ON THIS SURVEY TO DETERMINE THE DIRECTION OF THE PROPERTY LINES WAS BASED ON THE KENTUCKY STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NORTH AMERICAN DATUM OF 1983.
- 5) THE LEGAL DESCRIPTION RECORDED IN DEED BOOK 6033, PAGE 651 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.



BOARD OF EDUCATION
OF LOUISVILLE, KENTUCKY
PARCEL ID: 013400180000
D.B. 4657, PG. 523

12TH STREET
CONNECTOR 80' R/W
P.B. 31, PG. 77

ESQUIRE ALLEY 30' R/W
P.B. 31, PG. 77



| LINE BEARING | DISTANCE |
|-------------------------|----------|
| L1 N 81°00'33" W 15.73' | |
| L2 N 11°21'38" W 12.33' | |
| L3 N 08°51'08" E 70.13' | |
| L4 S 08°51'08" W 41.62' | |
| L5 S 08°51'08" W 30.00' | |

| CHORD BEARING | CHORD DISTANCE |
|--------------------------|----------------|
| C1 S 17°38'45" E 480.12' | |
| C2 S 17°38'45" E 480.12' | |

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 PRESENTS TO NON-BOUNDARY SURVEY WORK LOCATED IN SECTION 13 OF 201 PAR 18-150, AS WELL AS THE LATEST TECHNICAL SPECIFICATIONS AND STANDARD DRAWINGS FOR SURVEYING, PLATTING AND MAPPING, 2011 EDITION.

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.

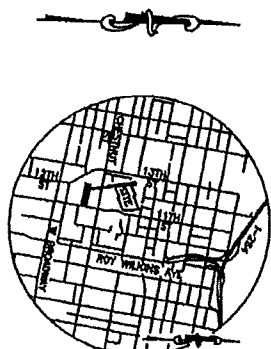
PLS REVIEW: *JCMT* JAMES C. MCDOUGAL III, PLS #3986 DATE _____ SIGNATURE _____ DATE _____

ESMT. AREA = 10,069 SQ. FT.

L.W.C. ESMT.#

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

LOCATION MAP
NOT TO SCALE



- LEGEND**
- PND PIN - IRON PIN
 - Δ - DIMENSION POINT
 - C/L - CENTER LINE
 - R/W - RIGHT-OF-WAY
 - - EASEMENT AREA

LOUISVILLE WATER COMPANY
440 E. 2ND STREET - LOUISVILLE, KENTUCKY 40202
SPENCER W. BRIDGES, PE - PRESIDENT
TIMOTHY KEARNEY, PE - VICE PRESIDENT, CHIEF ENGINEER

PROPERTY OF
JEFFERSON COUNTY SCHOOL DISTRICT
1130 WEST CHESTNUT STREET JEFFERSON COUNTY
D.B. 6033, PG. 651 PARCEL ID: 013400180000

DATE 09/07/21 SCALE 1" = 100' MAP 1203-276
DRAWN SP CHECKED BY JCM ERIC S. WINTERS
PROJ. NO. 16103 SHEET 1 OF 1

DEED OF EASEMENT

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"GRANTOR"

And

**LOUISVILLE WATER COMPANY, acting through the agency of the
Board of Water Works,
550 South Third Street
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"GRANTEES"

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

BEING a part of the same property acquired by GRANTOR and recorded in Deed Book 4657 Page 523 in the Office of the Clerk of Jefferson County, Kentucky.

Grantor covenants that it has 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 included, but not limited to, fences, shrubs, gardens, pastureland, signage, driveways, access roads and parking may occupy Easement area at Grantor's risk.

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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**

M. Pollio

DR. MARTIN POLLIO

COUNTY OF JEFFERSON)
COMMONWEALTH OF KENTUCKY) :ss
)

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My Commission expires: July 5, 2023

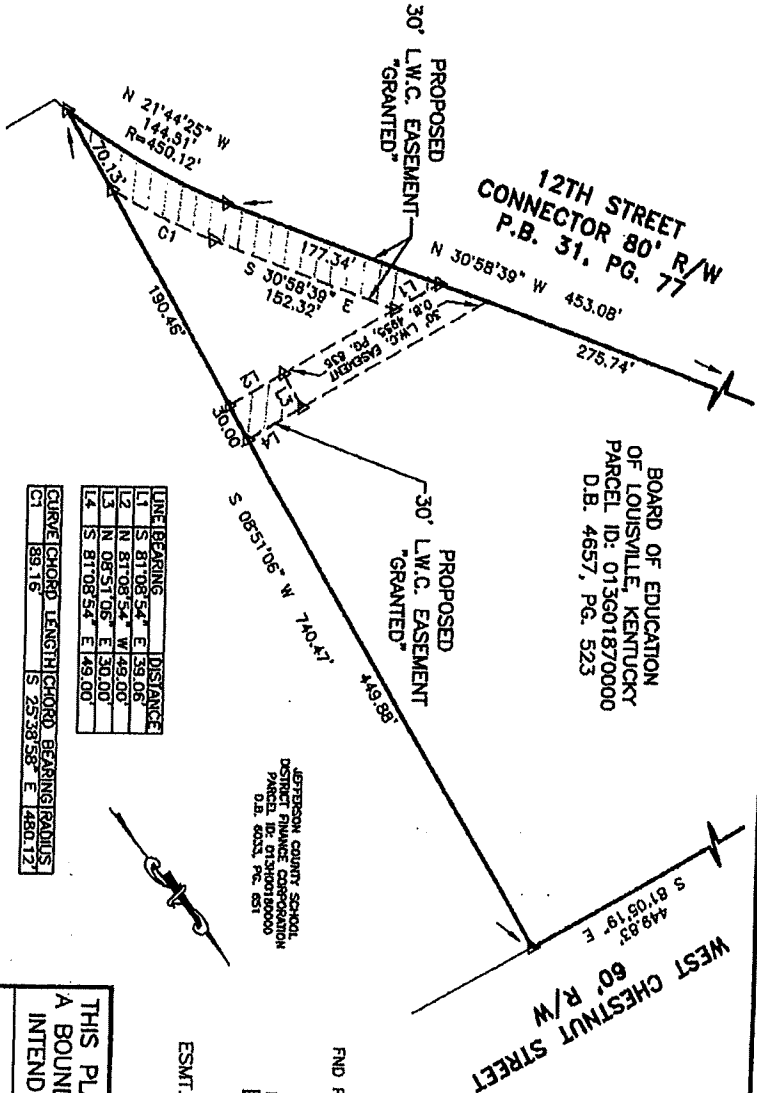
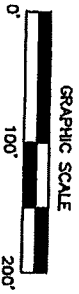
Wheresa White
NOTARY PUBLIC,
License # 626461

THIS INSTRUMENT WAS PREPARED BY:

LOUISVILLE WATER COMPANY
550 S. 3rd Street
Louisville, Ky. 40202
(502) 569-3600

NOTES

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- 5) THE LEGAL DESCRIPTION RECORDED IN DEED BOOK 4657, PAGE 523 AND OTHER DOCUMENTS, SUCH AS THE ADJOINERS' DESCRIPTION(S) AND RIGHT-OF-WAY PLANS WERE USED TO DETERMINE THE ANGLES AND DISTANCES FOR THIS PLAT.



| LINE | BEARING | DISTANCE |
|------|---------------|----------|
| L1 | S 81°08'54" E | 39.06 |
| L2 | N 81°08'54" W | 49.00 |
| L3 | N 08°51'06" E | 30.00 |
| L4 | S 81°08'54" E | 49.00 |

| CHORD | LENGTH | CHORD BEARING | RADIUS |
|-------|--------|---------------|---------|
| C1 | 88.16 | S 25°38'58" E | 1480.17 |

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 PERTAINING TO THE STANDARD SURVEY WORK LOCATED IN SECTION 13, T13N, R10E, AS WELL AS THE L.W.C. TECHNICAL SPECIFICATIONS AND MAPPING, 2011 EDITION.

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

PLS REVIEW: *[Signature]*

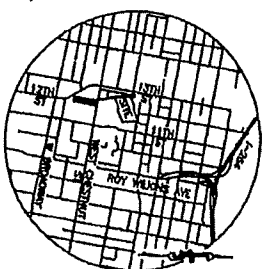
JAMES C. MCDAWDS III, PLS #3896

DATE

SIGNATURE

DATE

LOCATION MAP
NOT TO SCALE



- LEGEND**
- - IRON PIN
 - Δ - DIMENSION POINT
 - C/L - CENTER LINE
 - R/W - RIGHT-OF-WAY
 - - EASEMENT AREA

ESMT. AREA = 9,886 SQ. FT.

L.W.C. ESMT. #

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

LOUISVILLE WATER COMPANY
600 E. 3RD STREET - LOUISVILLE, KENTUCKY 40202
SPENCER W. HEDDER, PE - VICE PRESIDENT, CIVIL ENGINEER
TIMOTHY J. BROWN, PE - VICE PRESIDENT, CIVIL ENGINEER

PROPERTY OF
BOARD OF EDUCATION
OF LOUISVILLE, KENTUCKY
1140 WEST CHESTNUT STREET - JEFFERSON COUNTY
D.B. 4657, PG. 523 - PARCEL ID: 013601870000

DATE 09/07/21 SCALE 1" = 100' SHEET 1 OF 1
DRAWN BY SP CHECKED BY JCH ENGR. S. WINTERS
PROJ. NO. 16103