

DEED OF EASEMENT

THIS DEED OF EASEMENT, made as of this 9TH day of MARCH, 2022
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 in consideration of Grantees extending its service to the property of the Grantor, 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 feet (30') 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 11781, Page 168, in the Office of the Clerk of Jefferson County, Kentucky.

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

Grantor, its successors and assigns, further covenants 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.

**JEFFERSON COUNTY SCHOOL DISTRICT
FINANCE CORPORATION, a Kentucky Non-
Profit Corporation**

COUNTY OF JEFFERSON)
) :ss
COMMONWEALTH OF KENTUCKY)

_____, as _____

NOTARY PUBLIC,
License #

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

