

DEED OF EASEMENT

THIS DEED OF EASEMENT is made as of this 1 day of NOVEMBER, 2023
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"

W I T N E S S E T H:

For the valuable consideration of Four Thousand Five Hundred Forty Five Dollars (\$4,545), the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants and conveys to Grantee, an easement in perpetuity 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 at **Exhibit A** and made a part hereof by reference; and

BEING a part of the same property acquired by Grantor by Deed dated June 30, 2000, of record in Deed Book 7472, Page 643, 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 further covenants not to erect permanent structures of any nature upon or change the grade of the surface within the above described easement ("Easement") without written consent of Louisville Water Company. Non-permanent objects or improvements including, but not limited to, fences, shrubs, gardens, pastureland, signage, driveways, access roads and parking may occupy the Easement area so long as such non-permanent objects or improvements do not unreasonably interfere with the rights herein granted to Grantee.

To the extent Grantee must disturb the Easement, Grantee agrees 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 Grantor after granting the Easement. In addition, (i) in the event there is damage to any portion of Grantor's property outside of the Easement area caused by, arising out of or relating to Grantee's use of the Easement, Grantee shall promptly repair and restore such damaged portion of the Property to a condition that is as good or better than its condition immediately prior to such damage, and (ii) Grantee shall hold harmless, indemnify, and defend Grantor and its directors, officers, agents, and employees from any and all third party claims or losses accruing or resulting from violation of law, injury, damage or death in connection with Grantee's use of the Easement.

Grantor, and its successors and assigns, reserve 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 Grantee. 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 Grantee's rights to use the strip of land for the purposes described herein.

Grantor and Grantee acknowledge and agree that the property within the Easement area shall revert back to the exclusive unrestricted control of the Grantor, free and clear of the Easement and any right or interest of Grantee, when the need for the Easement no longer exists, without the necessity of any further action by the parties hereto.

IN TESTIMONY WHEREOF, witness the signatures of Grantor and Grantee effective as of the day and year first above written.

GRANTOR:

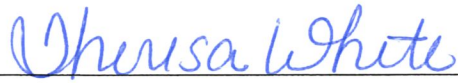
**JEFFERSON COUNTY SCHOOL DISTRICT
FINANCE CORPORATION**, a Kentucky non-profit corporation

By: 
Dr. Martin Pollio, President

COUNTY OF JEFFERSON)
) :ss
COMMONWEALTH OF KENTUCKY)

The foregoing Deed of Easement was acknowledged before me this 1 day of November, 2023 by Dr. Martin Pollio, as President of Jefferson County School District Finance Corporation, a Kentucky non-profit corporation.

My Commission expires: July 5, 2027


NOTARY PUBLIC
Notary ID No. KYNP73511

GRANTEE:

LOUISVILLE WATER COMPANY, acting
through the agency of the Board of Water Works

By: _____

Name: _____

Title: _____

COUNTY OF JEFFERSON)
) :ss
COMMONWEALTH OF KENTUCKY)

The foregoing Deed of Easement was acknowledged before me this _____ day of _____, 2023 by _____, as _____ of Louisville Water Company, acting through the agency of the Board of Water Works, on behalf of such entity.

My Commission expires: _____

NOTARY PUBLIC
Notary ID No. _____

THIS INSTRUMENT WAS PREPARED BY:

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

Attachment:

Exhibit A - Plat

EXHIBIT A

Plat

[attached hereto]

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