

DEED OF EASEMENT

THIS DEED OF EASEMENT is made as of this 28 day of MAY, 2024
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"

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, 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 Twenty feet (20') 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 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

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 _____, 2024 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

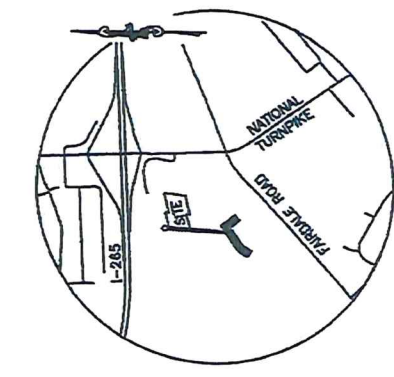
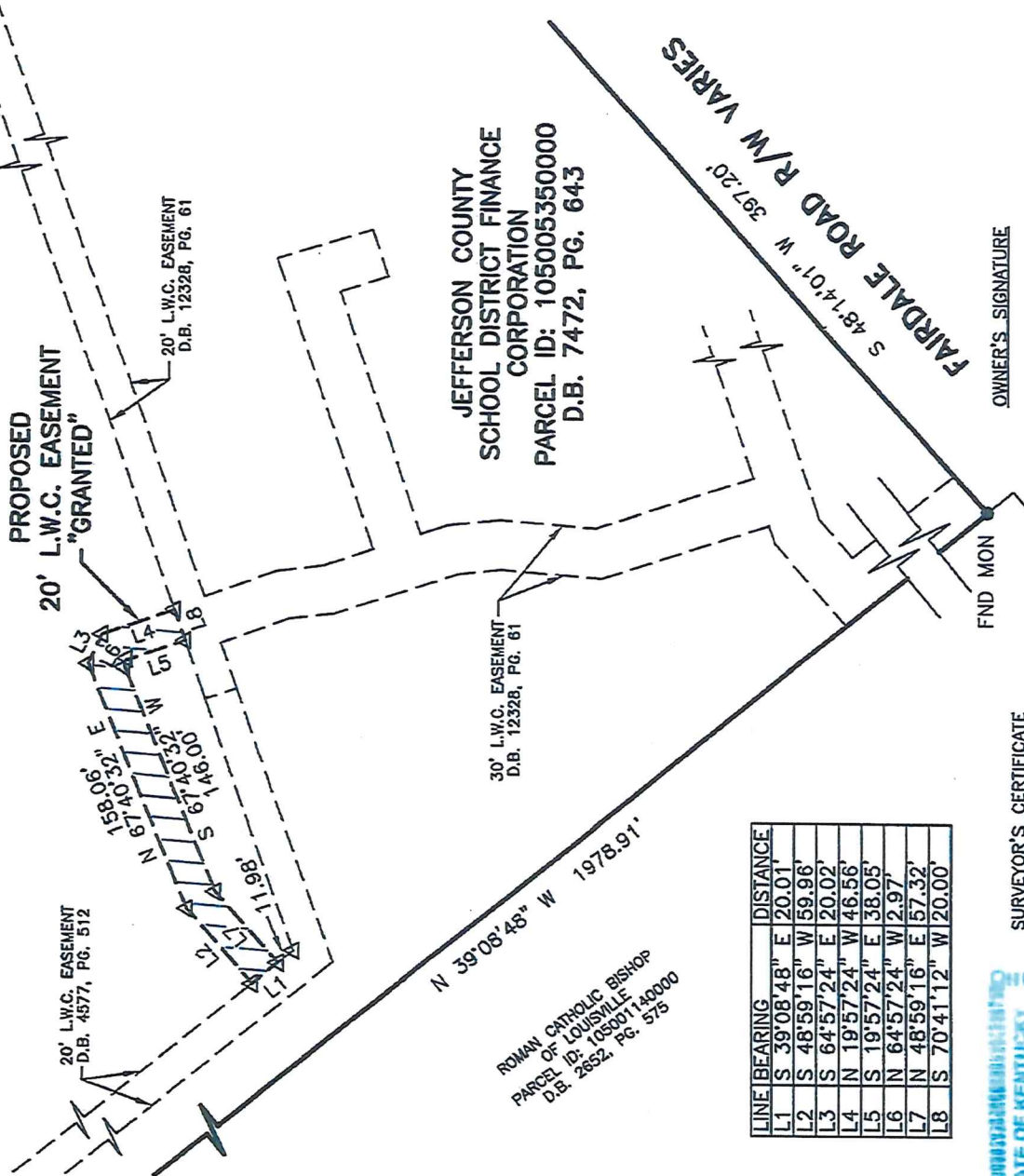
[attached hereto]

101239062.2

NOTES

- 1) THIS EASEMENT PLAT IS BASED ON FIELD WORK, PERFORMED ON 02/02/22 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 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.

GRAPHIC SCALE



LOCATION MAP
NOT TO SCALE

- LEGEND**
- FND MON ● - MONUMENT
 - △ - DIMENSION POINT
 - C/L - CENTER LINE
 - R/W - RIGHT-OF-WAY
 - ▭ - EASEMENT AREA

ESMT. AREA = 5,289 SQ. FT.

L.W.C. ESMT.#

LINE	BEARING	DISTANCE
L1	S 39°08'48" E	20.01'
L2	S 48°59'16" W	59.96'
L3	S 64°57'24" E	20.02'
L4	N 19°57'24" W	46.56'
L5	S 19°57'24" E	38.05'
L6	N 64°57'24" W	2.97'
L7	N 48°59'16" E	57.32'
L8	S 70°41'12" W	20.00'



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.

Todd C. Lopp
TODD C. LOPP, PLS #3917
DATE 5-15-24

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 _____

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

EASEMENT PLAT PREPARED BY
LOUISVILLE WATER COMPANY
660 S. 3RD STREET - LOUISVILLE, KENTUCKY 40202
SPENCER W. BRUCE, PE - PRESIDENT
TIMOTHY KRAUS, PE - VICE PRESIDENT, CHIEF ENGINEER

PROPERTY OF
JEFFERSON COUNTY SCHOOL DISTRICT FINANCE CORPORATION
JEFFERSON COUNTY
1001 FAIRDALE ROAD
D.B. 7472, PG. 643 PARCEL ID: 105005350000

DATE	05/15/22	SCALE	1" = 100'	MAP NO.	1206-226
DRAWN	TL	CHECKED BY	TL	ENGR.	J.CLARK
PROJ. NO.	16234	SHEET	1	OF	1

PLS REVIEW: TL