

DEED OF EASEMENT

THIS DEED OF EASEMENT, made as of this _____ day of _____, 2025 by and between:

ANCHORAGE INDEPENDENT SCHOOL DISTRICT FINANCE CORPORATION

11318 Ridge Road
Anchorage, KY 40223

"GRANTOR(S)"

And

LOUISVILLE WATER COMPANY, acting through the agency of the

Board of Water Works,

550 South Third Street
Louisville, Kentucky 40202

"GRANTEES"

WITNESSETH:

For a valuable consideration of Five Thousand dollars (\$5,000), the receipt and sufficiency of which is hereby acknowledged, and further in consideration of Grantees improving their service to the property of the Grantor, Grantor hereby grants and conveys to Grantees, a non-exclusive easement in perpetuity under the strip of land hereinafter described as the Water Main Easement Area for the sole purpose of connecting, constructing, operating, maintaining, reconnecting, repairing, removing, reconstructing, replacing, and/or enlarging one or more water mains and appurtenances (collectively, the **"Water Main Easement"**). The Water Main Easement Area is located in Jefferson County, Kentucky and is described as follows:

BEING an easement Twenty feet (20') in width as shown on the easement plat attached hereto and made a part hereof by reference; and

BEING a Temporary Construction easement Thirty feet (30') by Thirty feet (30') in area as shown on the easement plat attached hereto and made a part hereof by reference; and

BEING a part of the same property acquired by GRANTOR(S) and recorded in Deed Book 6134, Page 529, in the Office of the Clerk of Jefferson County, Kentucky.

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

Grantor(s), 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 the Easement area at Grantor(s)'s risk, provided however, Grantor's existing signage within the Easement shall be repaired or replaced by Grantee, in perpetuity, if damaged or removed in the course of exercising Grantee's rights in relation to the Easement.

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(s) after granting the Easement.

Grantor(s), 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(s) 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 TESTIMONY WHEREOF, witness the signature of the Grantor and Grantee the day and year first above written.

ANCHORAGE INDEPENDENT SCHOOL DISTRICT FINANCE CORPORATION

By: _____,
_____, President

COUNTY OF JEFFERSON)
) :ss
STATE OF KENTUCKY)

The foregoing Deed of Easement was acknowledged before me this ____ day of _____, 2025 by

_____, as President of the Anchorage Independent School District Finance Corporation.

My Commission expires: _____

NOTARY PUBLIC,
License #

LOUISVILLE WATER COMPANY

By: _____
Name: _____
Title: _____

COUNTY OF JEFFERSON)
) :ss
STATE OF KENTUCKY)

The foregoing Deed of Easement was acknowledged before me this ____ day of _____, 2025 by

_____, as _____ of the Louisville Water Company.

My Commission expires: _____

NOTARY PUBLIC,
License #

THIS INSTRUMENT WAS PREPARED BY:

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

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