



## CERTIFICATE OF SANITARY SEWER AND DRAINAGE EASEMENT

For valuable consideration, the receipt of which is hereby acknowledged by JEFFERSON COUNTY SCHOOL DISTRIC FINANCE CORPORATION (GRANTOR) hereby grants to the LOUISVILLE AND JEFFERSON COUNTY METROPOLITAN SEWER DISTRICT (MSD), its successors and assigns, a perpetual easement on, over and under strips of land and spaces as defined and marked "Sanitary Sewer and Drainage Easement" on the plat attached hereto.

The grant is made on the following terms:

- 1. MSD has the right of ingress and egress over GRANTOR's property to and from the easement at all times for the purpose of constructing, operating, maintaining, repairing and reconstructing sanitary sewers, drains, and related equipment, structures or materials, hereinafter referred to as appurtenances, under MSD's jurisdiction, control, and supervision.
- 2. Nothing shall be placed in, on, over or under the sanitary sewer and drainage easement which will obstruct or interfere with the purposes of said easement.
- 3. **MSD** may authorize any public agency or others to carry out the purposes as set forth in paragraph 1.
- 4. The **GRANTOR** covenants that they are (he/she is) lawfully seized of the property through which the sanitary sewer and drainage easement is granted and that they have (he/she has) full right and power to convey the same and said property is free from all encumbrances, except current taxes and restrictions and/or mortgages of record.
- 5. The **GRANTOR** acknowledges that the consideration received for the conveyance made herein does not include any express or implied release or waiver by **MSD** of rights to subject **GRANTOR** and their (his/her) property to sewer rates, drainage fees, rentals and other charges, including special assessments, as may be authorized by law.
- 6. MSD covenants that it will assume full responsibility for claims resulting from damage to any land, improvement, or the environment within or outside the sanitary sewer and drainage easement granted herein, or to any land or improvements used for ingress and egress to such easement, caused by MSD during construction, operation, maintenance, repair or reconstruction of said sanitary sewers, drains, and appurtenances <u>unless</u> damage is caused by the placing of any structure within or outside the easement in violation of this certificate, in such case no liability will be assumed by MSD.
- 7. If shown, a temporary easement, as defined and marked "Temporary Construction Easement" on the plat attached hereto is hereby reserved for MSD's use as needed during original construction of said sanitary sewers, drains, and appurtenances. Such easement shall terminate and automatically revert to the property owners upon completion of the original construction.

revert to the property owners to	ipon completion of the original construction.
IN TESTIMONY WHEREOF, wi	tness the signature of the GRANTOR on this 31st day of
	Jefferson County School District Finance Corporation
	GRANTOR
	GRANTOR
	LOUISVILLE AND JEFFERSON COUNTY METROPOLITAN SEWER DISTRICT 700 WEST LIBERTY STREET
	LOUISVILLE, KENTUCKY 40203-1913

Parcel No					
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Record No.

CERT ESMT

COMMONWEALTH OF KENTUCKY
COUNTY OF JEFFERSON
I, the undersigned Notary Public in and for the Commonwealth and County aforesaid, do hereby certify that the foregoing instrument was this day presented to me by:  H. BRIAN YEARWOOD  ,
who, being by me first duly sworn, declared thatHE
signed the foregoing instrument as PRESIDENT
ofJEFFERSON COUNTY SCHOOL DISTRICT FINANCE CORPORATION
by authority and direction of its Board of Directors, as a true and proper act and deed.
Witness my hand this 31st day of 1, 2025.
My Commission expires: 1 Wenhard, 2026
NOTARY PUBLIC
Notary ID# 61808
This Instrument Prepared By:
Attorney at Law 700 West Liberty Street Louisville, Kentucky 40203-1913
LOUISVILLE AND JEFFERSON COUNTY METROPOLITAN SEWER DISTRICT 700 WEST LIBERTY STREET LOUISVILLE, KENTUCKY 40203-1913
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