



**Bobbie Holsclaw**  
Jefferson County Clerk's Office

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**INST # 2017072903**

**BATCH # 69358**

JEFFERSON CO, KY FEE \$32.00

PRESENTED ON: 03-28-2017 7 03:06:07 PM

LODGED BY: KYLE P GALLOWAY

RECORDED: 03-28-2017 03:06:07 PM

BOBBIE HOLSCRAW  
CLERK

BY: TERESA HIGGS  
RECORDING CLERK

**BK: D 10854**

**PG: 170-178**

**SEWER EASEMENT**

THIS SEWER EASEMENT (this "**Easement**") is made as of this the 28<sup>th</sup> day of March, 2017, by and between (i) **THE ANCHORAGE, LLC**, having a mailing address of 804 Evergreen Road, Louisville, Kentucky 40223 (the "**Grantor**"), and (ii) **NEIL P. RAMSEY and ANNE M. RAMSEY**, whose mailing address is 906 Evergreen Road (the "**Grantee**").

WITNESSETH:

WHEREAS, the Grantor is the owner of that certain real property situated in the County of Jefferson, Commonwealth of Kentucky, more particularly described on **Exhibit "A"** attached hereto and incorporated herein by this reference and referred to herein as "**Tract 1**" or "**Grantor's Property**."

WHEREAS, Grantee is the owner of that certain real property situated in the County of Jefferson, Commonwealth of Kentucky, also more particularly described on **Exhibit "A"** attached hereto and incorporated herein by this reference and referred to herein as "**Tract 2**" or "**Grantee's Property**."

WHEREAS, Grantee would like to install a private sewer from its residence (the "**Private Sewer**") across Grantor's Property to the existing 20' sanitary sewer and drainage easement on Grantor's Property; and,

NOW, THEREFORE, in consideration of the payment of the sum of One and no/100 Dollar (\$1.00), and the conditions, covenants and mutual agreements hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Grantor, the parties hereto agree as follows:

1. GRANT OF PRIVATE SEWER EASEMENT. Grantor hereby grants to Grantee, and its successors and assigns, a permanent appurtenant easement which shall run with the land, on and under the portions of Tract 1 crosshatched and labeled "20' Private Sewer Easement" (the "**Easement Area**") on the attached **Exhibit "B"**, which is incorporated herein by reference, for installation, repair, replacement and maintenance of a residential sewer services to the current and any future single family residence located on Tract 2.
2. NONDISTURBANCE. Grantor will use reasonable efforts to minimize interference with the activities of Grantee, its agents, licensees and invitees in connection Grantee's use of the Easement Area. Grantee will use reasonable efforts to minimize interference with the activities of the Grantor, its tenants, occupants, agents, employees, licensees and invitees in connection with Grantor's use of Tract 1.
3. INDEMNITY. Grantee and its successors and assigns shall defend, indemnify and save harmless Grantor, its respective officers, agents, members and employees, and any mortgagee of the Grantor Parcel against liability or claim thereof for injury to persons, including death, or damage to

property (i) arising out of any negligent or intentional actions in the Easement Area performed by Grantee or its employees, licensees or contractors and their agents or employees, or (ii) arising out of any defaults by Grantee hereunder. Grantor and its successors and assigns shall defend, indemnify and save harmless Grantee, its respective officers, agents, members and employees, and any mortgagee of the Grantee Parcel against liability or claim thereof for injury to persons, including death, or damage to property (i) arising out of any negligent or intentional actions in the Easement Area performed by Grantor or his employees, licensees or contractors and their agents or employees, or (ii) arising out of any defaults by Grantor hereunder.

4. NOTICES. Notices required or permitted to be given hereunder shall be given by certified mail, return receipt requested, or by a national express service such as FedEx, addressed to such party at their address then listed with the property valuation assessor's office for Jefferson County, Kentucky.

5. COSTS. Upon the occurrence of any breach or default under this Easement by either party, the defaulting party shall be liable for and shall reimburse the non-defaulting party upon demand for all reasonable attorney's fees and costs incurred by non-defaulting party in enforcing the defaulting party's obligations under this Easement, whether or not the non-defaulting party files legal proceedings in connection therewith.

6. NO STRICT CONSTRUCTION. The rule of strict construction does not apply to the grant of easement contained herein. This grant shall be given a reasonable construction in order that the intention of the parties to confer a residentially useable right of enjoyment to Grantee with respect to such easement shall be effectuated and to confer a residentially useable right of use to Grantor with respect to the electric and telephone rights and easement described herein. The parties acknowledge that the parties and their counsel have reviewed and revised this Easement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Easement or any exhibits or amendments hereto.

7. COUNTERPARTS. This Easement may be executed in several counterparts, each of which shall be deemed an original. The signatures of the parties hereto on this Easement may be executed and notarized on separate pages, and when attached to this Easement shall constitute one complete document.

8. CAPTIONS. The section headings appearing in this Easement are for convenience of reference only, and are not intended, to any extent and for any purpose, to limit or define the text of any section or subsection hereof.

9. NO PARTNERSHIP. None of the terms and provisions of this Easement shall be deemed to create a partnership between or among the parties hereto in their respective businesses or otherwise, nor shall any terms or provisions of this Easement cause them to be considered joint venturers or members of any joint enterprise.

10. NO CANCELLATION UPON BREACH. It is expressly agreed that no breach of this Easement shall entitle any party to cancel, rescind or otherwise terminate this Easement.

11. FURTHER ASSURANCES. Each party agrees that it will execute and deliver such other documents and take such other action as may be reasonably requested by the other party to effectuate the purposes and intention of this Easement.
12. EXHIBITS. All exhibits referred to herein and attached hereto shall be deemed part of this Easement.
13. RECORDING. This Easement shall be recorded in the real estate records of Jefferson County, Kentucky.
14. GOVERNING LAWS. The laws of the Commonwealth of Kentucky shall apply to this Easement.
15. SEVERABILITY. If any term, provision or condition contained in this Easement shall, to any extent, be invalid or unenforceable, the remainder of this Easement (or the application of such term, provision or condition to persons or circumstances other than those in respect of which it is invalid or unenforceable) shall not be affected thereby, and each term, provision or condition of this Easement shall be valid and enforceable to the fullest extent permitted by law.

IN WITNESS WHEREOF, the parties have executed this Easement as of the day and year first above written.





**EXHIBIT "A"**

**Grantor's Property**

BEING TRACT 1 as shown on the minor subdivision plat recorded on February 28, 2017, of record in Plat Book 56, Pages 26 and 27, in the Office of the Clerk of Jefferson County, Kentucky.

BEING a portion of the same property acquired by Grantor by Quitclaim Deed dated February 28, 2017, of record in Deed Book 10832, page 814, in the Office of the Clerk of Jefferson County, Kentucky.

**Grantee's Property**

BEING TRACT 2 as shown on the minor subdivision plat recorded on February 28, 2017, of record in Plat Book 56, Pages 26 and 27, in the Office of the Clerk of Jefferson County, Kentucky.

BEING a portion of the same property acquired by Grantee by Deeds dated March 18, 2008, of record in Deed Book 9202, Page 714, and in Deed Book 2902, Page 718, both in the Office of the Clerk of Jefferson County, Kentucky.

EXHIBIT "B"

Copy of Plat showing Easement



