

ENCROACHMENT PERMIT

THIS AGREEMENT, made at Louisville, Kentucky this ____ day of _____, 20____,
by and between:

LOUISVILLE AND JEFFERSON COUNTY METROPOLITAN
SEWER DISTRICT, a public body corporate of Louisville and
Jefferson County, Kentucky (hereinafter referred to as the "GRANTOR");

and Property Owner

Name: _____

Address: _____

City, State, Zip: _____

(hereinafter referred to as the "GRANTEE");

WITNESSETH:

WHEREAS, the GRANTOR is the owner of a certain perpetual easement which was acquired by the GRANTOR on _____ and recorded in Plat Book _____ on Page _____, in the Office of the Clerk of Jefferson County, Kentucky; and

WHEREAS, the GRANTEE is the owner of real property by deed dated _____ of record in Deed Book _____, Page _____, in the Office of the Clerk of Jefferson County, Kentucky; and

WHEREAS, the GRANTEE has constructed on his property a _____ (referred to as the "STRUCTURE") a portion of which extends over and upon said easement; and

WHEREAS, the GRANTEE desires to obtain the right to maintain said Structure as constructed over the GRANTOR'S easement; and

WHEREAS, the GRANTOR desires to grant unto the GRANTEE herein, a right to use a part of the easement; and

WHEREAS, the GRANTOR is unwilling to release said easement to the GRANTEE as the easement is necessary to the purpose of the GRANTOR as set forth in Chapter 76 of the Kentucky Revised Statutes.

NOW, THEREFORE, in recognition of their respective legal rights and in consideration of the mutual promises contained herein, the parties hereto agree as follows:

1. The GRANTOR does hereby grant upon the GRANTEE the right to the use of that portion of the easement described on the Plat attached hereto and made a part hereof as Exhibit A only insofar as the STRUCTURE presently exists, so long as it exists, and provided the conditions hereinafter set out are met.

Consent by this section, or any other herein, exists only so long as the encroachment is utilized for the purposes of said STRUCTURE. Any expansion of said STRUCTURE by further construction or usage for another purpose or for the further construction of appurtenances or planting of vegetation will cause this Permit to become null and void.

2. Should it become necessary for GRANTOR to construct, maintain, repair, reconstruct, or expand a sewer and/or drain in the easement, GRANTEE shall move any portion of said structure at GRANTEE'S expense, and shall do so within 30 days or less if an emergency, to accommodate GRANTOR'S purpose, unless said structure cannot be moved (or removed). In the event GRANTEE fails or refuses to move (or remove) all or any part of the Structure as requested by GRANTOR, and/or it becomes necessary for GRANTOR to move (or remove) the Structure or any part thereof, GRANTEE shall be liable for and agrees to and shall reimburse GRANTOR all cost and expense incurred by GRANTOR resulting from GRANTEE'S failure or refusal to perform.

If the structure cannot be moved (or removed), GRANTEE shall be liable for and agrees to and shall reimburse GRANTOR all maintenance, repair, construction, reconstruction and expansion costs and expense incurred by GRANTOR over and above the costs and expense GRANTOR would incur had the encroachment not existed, including the cost, if any, to acquire a new easement for GRANTOR'S sewer and/or drain.

3. The GRANTOR'S rights of ingress and egress for the purpose of constructing, maintaining, repairing, reconstructing, or expanding the sewer and/or drainage ditch in the easement are not waived by this Permit.

4. Nothing in this Permit shall be deemed to include or grant any right, title interest, claim or demand in or to said easement belonging to the GRANTOR, other than the right to maintain said Structure, as granted above.

5. The GRANTEE agrees to indemnify and save harmless the GRANTOR from any claim or loss, expense, damage or liability suffered by the GRANTOR as a result of the construction of and the presence of said Structure, appurtenances or vegetation belonging to the GRANTEE which extends over

said easement, or as a result of the Structure or any part thereof being moved (or removed) by GRANTEE OR GRANTOR, irrespective of the nature or cause of said damage or loss.

6. The GRANTOR does not intend to incur the responsibility for any settlement of said Structure after construction or for any other damage to said Structure, appurtenances or vegetation caused by the existing sewer and/or drainage ditch in the GRANTOR'S easement.

7. Should the GRANTEE violate any of the terms or conditions of this Permit, or in any manner interfere with, or make difficult the duties of the agents, servants or employees of the GRANTOR in maintaining said sewer and/or drainage ditch within the easement, this Permit in its entirety may be declared null and void.

8. This Permit shall be binding upon and shall insure to the benefit of all the parties hereto and their successors in interest, grantees, assignees, assigns, heirs and all parties taking an interest in said Permit.

9. If any section, clause or provisions of this Permit shall be held invalid, such holding of invalidity shall not affect the validity of any remaining section, clause, paragraph, portion or provision of this Permit.

IN TESTIMONY WHEREOF, Witness the signature of the parties hereto the day and year first above written.

GRANTEE (Property Owner)

**LOUISVILLE AND JEFFERSON COUNTY
 METROPOLITAN SEWER DISTRICT**

BY: _____
 Director of Engineering/Chief Engineer

This Instrument Prepared By:

 Attorney at Law
 Metropolitan Sewer District
 700 West Liberty Street
 Louisville, Kentucky 40203-1913

COMMONWEALTH OF KENTUCKY)
) ss
 COUNTY OF JEFFERSON)

I, the undersigned Notary Public, within and for the Commonwealth and County aforesaid, do hereby certify that the foregoing instrument was this day presented to me in said Commonwealth and County by _____ who acknowledged execution of said instrument as being _____ true and proper act and deed.

WITNESS my hand this _____ day of _____, 20____.

My Commission expires: _____.

 Notary Public, Jefferson County, Kentucky

