

**Dedication of Public Utility, Sewer and Drainage Easements and Private Access Easements
(three or more lots on a minor plat only)**

This instrument made and entered into on this ____ day of _____, 20____, by **Name and address of owner[s]** (hereinafter [**collectively**] referred to as "GRANTOR"), confers the rights and obligations regarding certain real property as follows:

WHEREAS, GRANTOR is the owner of the land shown on the minor subdivision plat attached hereto and made a part hereof by deed of record in Deed Book ____, Page ____, in the Office of the Clerk of Jefferson County, Kentucky;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency is hereby acknowledged, GRANTOR hereby grants, covenants, and agrees as follows:

A. Public Utility, Sewer and Drainage Easement. GRANTOR hereby grants a perpetual easement for public utilities, including, but not necessarily limited to, water, electric, gas, telephone, cable, sewers and drains on, over and under the strips of land and spaces designated on the attached plat as "Public Utility, Sewer, Drainage and Private Access Easement", together with the right of ingress and egress over GRANTOR'S property to and from the easement(s) for construction, operation, maintenance, and reconstruction of the aforesaid public utilities, sewers and drains. No permanent structure of any kind, other than a paved roadway, shall be placed on, over or under the land within the perpetual public utility, sewer, and drainage easement(s). The public utility, sewer and drainage easement(s) shall run with the land and shall be for the benefit and use of the GRANTOR'S property and all lands abutting the aforesaid easements.

All costs or expenses incidental to the maintenance or repair of the easements granted by this paragraph, to the extent they are not occupied by a public utility, shall be borne [equally] by the owners of the Lots/Tracts _____ on the attached minor subdivision plat. [Any owner who fails to pay his share of said expense promptly upon demand by the person who has initially borne it shall be subject to a lien upon filing of an appropriate notice in the County Clerk's Office. Said lien may be enforced against the property in the same manner as mortgages are foreclosed upon real property.]

B. Private Access Easement. GRANTOR hereby grants to the owners and occupants of Lots/Tracts _____ on the attached minor subdivision plat a private access easement for vehicular and pedestrian ingress and egress on, over, and across the property designated as "Public Utility, Sewer, Drainage, and Private Access Easement" on the attached minor subdivision plat. Said easement shall be for the benefit of the owners and occupants of Lots/Tracts _____, their guests and invitees. The rights conveyed by said private access easement shall be limited to such as is customarily incidental to _____ usage of the lot.

The private access easement shall not be dedicated to or maintained by the public except by agreement of the owners of all the Lots/Tracts and only with the approval of the Louisville and Jefferson County Planning Commission after finding that it meets all standards required for a newly created public road.

All costs or expenses incidental to the maintenance, repair or rebuilding of said road so as to keep it in a good and passable condition as a _____ road shall be borne [equally] by Lots/Tracts _____. [Any owner who fails to pay the assessment promptly upon demand by the person who has borne said cost or expense shall be subject to a lien upon filing of an appropriate notice in the County Clerk's Office. Said lien may be enforced against the property in the same manner as mortgages are foreclosed upon real property.]

The owners of Lots/Tracts shall have the power to make all decisions relating to the implementation of the purposes and provisions hereof and such decisions shall be made by a majority vote of those persons representing the owners who are present and voting at a regularly called meeting at which a quorum is present. The representatives shall have one vote for each lot represented.

A meeting may be called at any time by any owner by giving at least 21 days written notice to all other owners of the time, place and purpose thereof. Such meeting shall be held on the lot of the person calling the meeting, or other location just as convenient to said owners, and notice thereof shall be sent by first class mail to the last known address of the intended recipient. Notice to one owner of a given lot shall be considered notice to all owners of that lot.

Without limiting the generality of the preceding paragraphs, at such meeting decisions may relate to any of the following matters:

1. The manner and extent of maintenance, repair or rebuilding desired for said road.
2. Delegation of authority to one or more persons relating to such matters as may be desirable, included but not limited to signing contracts, collecting funds, selecting a depository, signing checks, keeping records, or any other matter desired to carry out the purposes or provisions of this instrument.
3. Whether contracts relating to the maintenance, repair or rebuilding should be taken on bids or otherwise.
4. Whether litigation should be commenced for the purpose of enforcing the provisions hereof to be paid for from assessments collected or a fund maintained for the purposes of this instrument.
5. Whether any person delegated authority to carry out the provisions of this instrument shall be compensated or required to be bonded.
6. Any rules or regulations relating to the manner of the use of the road including but not limited to, speed limits, parking restrictions, weight limits, or other use of the paved or unpaved portion of the right-of-way including establishment of easements for water, gas, electricity, sewers and drainage.
7. Whether payments determined in accordance with the preceding paragraphs should be made only as needed, or on a regular periodic basis (monthly, annual, etc.) in regular amounts, the time such payments are due, and the amount of any penalties required for delinquent payment or violation of any rules or regulations relating to the use of said road.

C. Amendment. The provisions of this document may not be modified except by agreement of the owners of all the Lots/Tracts and the approval of the Louisville and Jefferson County Planning Commission.

D. Binding Effect. The provisions of this document shall be considered a covenant running with the land, shall be binding on the parties hereto and their respective successors, heirs, and assigns, and may be enforced by any one or more of the owners of the Lots/Tracts subject to the attached minor subdivision plat in a civil action at law or in equity.

E. Severability. The provisions hereof are severable, and if one or more of said provisions are held invalid, the remaining provisions shall remain in full force and effect.

