

**Dedication of Public Utility, Sewer and Drainage Easements and Private Access  
Easements (Two Lots on Minor Plat Only)**

This instrument made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by (Name and address of owner(s) hereby {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.

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 the owners of Lots/Tracts \_\_\_\_\_. [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.]

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.

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.

