

**UTILITY EASEMENT
WATER**

THIS **DEED OF EASEMENT** IS MADE AND ENTERED INTO THIS ____ day of _____, 20____, by and between _____ and _____, of _____, Grantor(s), (whether one or more), and the **CITY OF MOREHEAD, KENTUCKY**, % Morehead Utility Plant Board, 135 South Wilson Avenue, Morehead, Rowan County, Kentucky, 40351, as Grantee.

WITNESSETH: That for valuable consideration, including the public benefits to be derived herefrom, the receipt of which is hereby acknowledged, the Grantor(s) have sold and conveyed and does by these presents now and hereby sell and convey unto the Grantee, its successors and assigns, the permanent and perpetual easement and right of way for utility purposes, to lay, construct, install, maintain, inspect, operate, connect with, alter, repair, remove, change the size of, replace, and rebuild water lines, together with appurtenances thereto, across, through, over, under, and upon the hereinafter described real estate and right of way, together with the right to remove any and all trees or obstacles upon said easement which might interfere with the construction, operation, maintenance, and repair of said utility.

THE EASEMENT THROUGH THE ABOVE-DESCRIBED PROPERTY IS DESCRIBED AS FOLLOWS:

BEING a strip of land 15 feet maximum in width across the property of the Grantor(s). The perpetual easement shall be 15 feet maximum in width, and the temporary construction easement 30 feet maximum width; the centerline of said easement being the lines constructed by the Grantee; together with the right of ingress and egress to the above-described area of the Grantor(s), his, her, or their successors and assigns, for the purpose of this easement.

Property location: _____

PVA Map# _____

BEING A PART OF THE SAME PROPERTY conveyed to the Grantor herein by Deed from _____ and _____, bearing date of _____, and recorded in Deed Book _____, Page _____, in the office of the Rowan County Court Clerk.

TO HAVE AND TO HOLD the easement and right of way above-described unto the Grantee, its successors and assigns, with reasonable rights of ingress and egress to and from the same for the purposes herein granted, forever.

IT IS UNDERSTOOD AND AGREED:

1. That the Grantee, its successors and assigns, shall hold and save harmless the Grantor(s), his or their successors and assigns, from any and all claims and demands resulting from personal injury or property damage arising from, through, or by reason of the construction, maintenance, operation, or repair of said utility.

2. That the Grantee shall bury all pipes laid under said right of way to a sufficient depth so as not to interfere with the cultivation of the soil, with the understanding however, that certain appurtenances which may extend to or above the surface of the ground may be placed upon said easement, but shall be so located as to give minimum interference with the normal use of the surface of the land, insofar as is reasonably possible.

3. That the Grantee shall take reasonable measures to compact backfill to prevent subsidence of the land under which said utility is laid.

4. That the Grantee, its agent or contractor, shall, at the conclusion of any work done as herein provided, cause to be removed from Grantors property all surplus dirt, debris, and other material placed thereon by the Grantee, its agent or contractor, and restore the property to its condition immediately prior to the undertaking of such work, insofar as is reasonably possible.

5. That the Grantee shall not have the right to fence the whole or any part of the easement.

6. That the Grantor(s) shall always have the right to make use of the property covered by this easement which shall not unreasonably interfere with the rights of the Grantee and shall have the right to place along, across and over said easement any roads, streets, fences, and sidewalks as he or they may desire, but the Grantor(s) shall not construct or build any structure, house, or obstruction on or over said easement that will interfere with the construction, maintenance, operation, or repair of said water lines and appurtenances, nor shall the Grantor(s) increase or decrease the fill dirt placed over the water line on any portion of the permanent easement without the written consent of the Grantee.

IN WITNESS WHEREOF, the Grantors and Grantee have executed this instrument,
this ____ day of _____, 20____.

GRANTORS:

GRANTEE:

THE CITY OF MOREHEAD, KENTUCKY

BY: _____
HOLLY McGRATH-ROSAS, GENERAL MANAGER
MOREHEAD UTILITY PLANT BOARD

COMMONWEALTH OF KENTUCKY

COUNTY OF ROWAN

The foregoing instrument, was subscribed and sworn to before me by the Grantors,
_____ and _____, this the
____ day of _____, 20____.

My Commission expires: _____

NOTARY PUBLIC, STATE AT LARGE

COMMONWEALTH OF KENTUCKY

COUNTY OF ROWAN

The foregoing instrument, was subscribed and sworn to before me by **HOLLY McGRATH-ROSAS**, as General Manager, Morehead Utility Plant Board, for the City of Morehead, Kentucky, this the ____
day of _____, 20____.

My Commission expires: _____

NOTARY PUBLIC, STATE AT LARGE

PREPARED IN THE OFFICE OF:
CAMPBELL ROGERS & STACY PLLC
ATTORNEYS AT LAW
154 FLEMINGSBURG ROAD
MOREHEAD, KY 40351

BY: _____