

**UTILITY EASEMENT
SEWER GRINDER PUMP**

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 a force main sewer line with a grinder pump station, electric lines and other appurtenances, 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; the easement shall terminate five (5') feet beyond the grinder pump, 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 retain sole and exclusive ownership of the grinder pump following installation and shall be responsible for maintenance thereof.

2. In addition to the terms stated herein the Grantor and Grantee, their heirs, successors and assigns shall be bound by the terms and conditions of the Grinder Pump User Agreement; Rules and Regulations of Grantee, MUPB; and Ordinances of Grantee, City of Morehead.

3. Grantor covenants and agrees that the easements and agreements contained herein shall run with the land and shall bind the Grantor and their heirs, executors, administrators, successors and assigns and shall bind all present and subsequent owners of the property identified herein.

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

GRANTORS:

COMMONWEALTH OF KENTUCKY

COUNTY OF ROWAN

GRANTEE:

THE CITY OF MOREHEAD, KENTUCKY

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

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: _____