

UTILITY EASEMENT

THIS EASEMENT made and entered into this the _____ day of _____, 2012 by Elizabethtown Independent Schools, party of the first part, of 219 Helm Street, Elizabethtown, KY 42701, The in care of address for 2012 tax bill and the CITY OF ELIZABETHTOWN, a Municipal Corporation, of 200 West Dixie Avenue, Elizabethtown, Kentucky 42701, party of the second part.

W I T N E S S E T H

THAT FOR AND IN CONSIDERATION _____ the receipt of which is hereby acknowledged, the first party hereby grants to second party, its successors and assigns forever, an easement to construct, maintain, modify, enlarge and use utility lines across the first party property located at 612 North Mulberry Street in Elizabethtown, the specific land conveyed is more particularly described as follows:

See Utility Exhibit

FIRST party derived title to the above property by virtue of Deed recorded in Deed Book 919 Page 109 in the office of the Hardin County Court Clerk.

TO HAVE AND TO HOLD the same with all the appurtenances thereunto belonging unto the second party, its successors and assigns forever.

IT IS FURTHER AGREED that the second party is granted the right of ingress and egress to repair and maintain said utility line and to construct and enlarge the same, when necessary, from time to time; and that the earth within said easement area shall not be disturbed or reduced or increased in depth without the express permission of the City.

In further consideration of the granting of this easement by the first party, the CITY does hereby agree with the first party that at the conclusion of its work of its contractor, or agents, and at the conclusion of any repairs hereafter made to said utility line, that the CITY will cause to be removed from first party's property hereinabove described, all surplus dirt, debris or other material placed thereon by the CITY, its contractors, agents, or employees and shall return the surface to a condition similar to its characteristics previous to any construction or repair. The CITY shall also repair any fence or other appurtenances which it was necessary to remove in the construction, repair and maintenance aforesaid, and that in case the said construction, maintenance or repairs shall interfere with any existing underground utilities, said CITY shall repair any damage done to said utilities in the construction, repair or maintenance of said utility line; and said CITY shall further restore to its condition prior to any such repairs, the road surface over such easement as it may then exist. The first party also agrees that no structures of any kind can be built within said utility easement.

WITNESS the hands of the first party.

TITLE: _____

STATE OF KENTUCKY
COUNTY OF HARDIN

The foregoing EASEMENT was personally acknowledged before me
by _____ party of the first part, this the ____ day
of _____, 2012.

Notary Public,
Commission expires _____

WITNESS the hands of the second party.

CITY OF ELIZABETHTOWN

BY: _____
Mayor

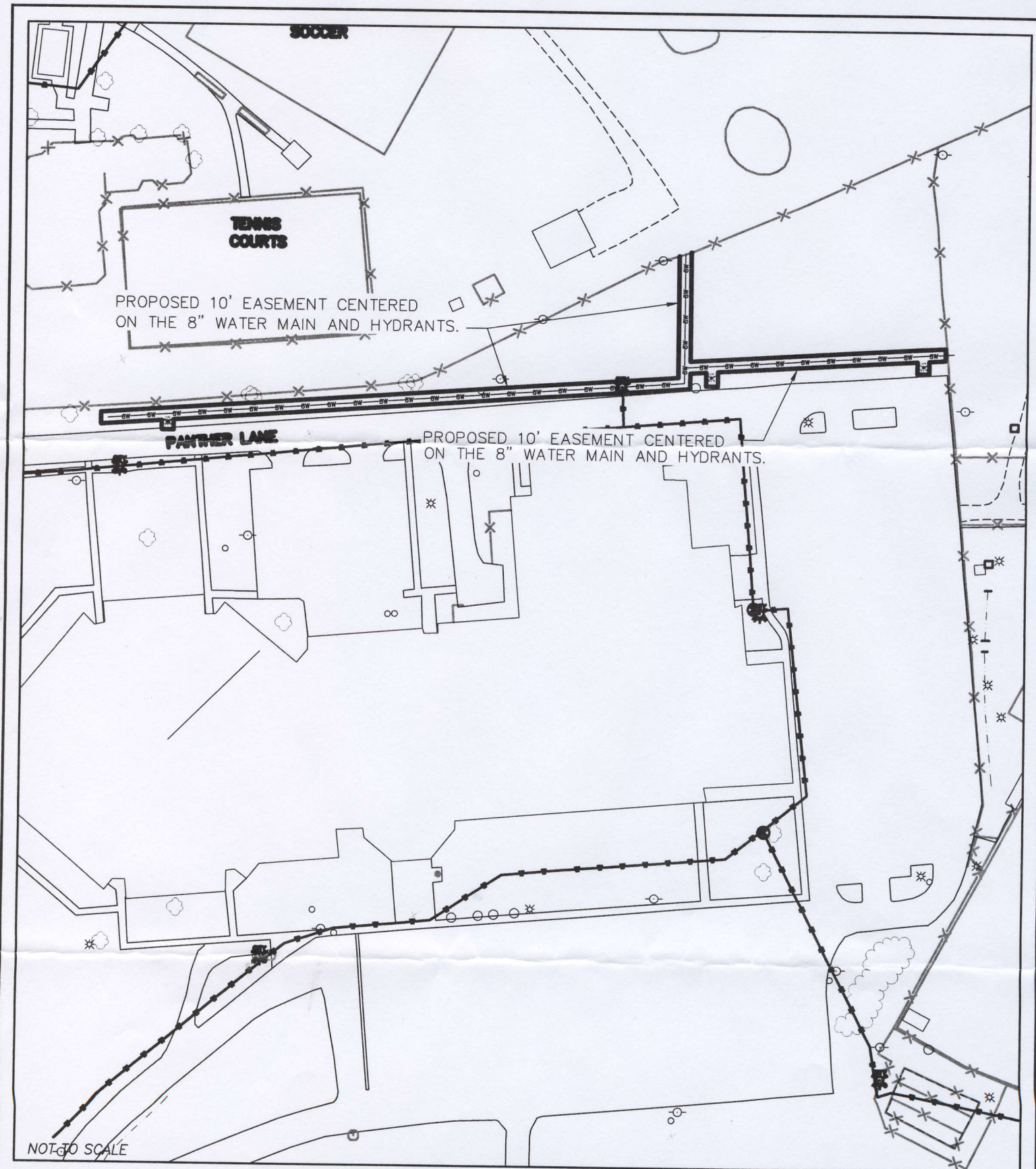
STATE OF KENTUCKY
COUNTY OF HARDIN

Personally acknowledged before me by Tim C. Walker, Mayor,
City of Elizabethtown, party of the second part, this the ____ day
of _____, 2012.

Notary Public,
Commission expires _____

This instrument prepared by

Deborah L. Shaw
Attorney at Law
200 West Dixie Avenue
Elizabethtown, KY 42701



NOT TO SCALE

Aerial photography and digital mapping prepared by Photo Science, Inc. of Lexington, KY. Aerial photography flown March, 18 2007. Horizontal control based on North American datum of 1983. Vertical control based on North American Vertical datum of 1988. The City of Elizabethtown accepts no liability for the accuracy of this document.

Drawn: MSR	Date: 10/26/12
Checked:	Rev.:
Approved:	Rev.:
<p>NOT A SURVEY. THIS DRAWING IS FOR INFORMATION ONLY</p>	

UTILITY EASEMENT EXHIBIT
 612 NORTH MULBERRY ST.
 DB 919 PG 109
 ELIZABETHTOWN INDEPENDENT SCHOOLS



City of
ELIZABETHTOWN