

## **EASEMENT AGREEMENT**

**THIS EASEMENT** made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by and between the **HARDIN COUNTY BOARD OF EDUCATION**, of 384 W. A. Jenkins Road, Elizabethtown, Kentucky, 42701, herein referred to as First Parties; and **HARDIN COUNTY WATER DISTRICT No. 1** of 1400 Rogersville Road, Radcliff, Kentucky, 40160, herein referred to as Second Party;

### **WITNESSETH:**

That for and in consideration and other good and valuable consideration, the receipt of which is hereby acknowledged, First Party has and does hereby GRANT and CONVEY unto Second Party, its successors and assigns, an easement for the purpose of the installation, maintenance and repair of a sanitary sewer line on the property described as follows:

PVA Parcel # 161-10-05-002 and # 140-00-00-005.02, 801 Logsdon Parkway., Radcliff, Kentucky, 40160

A 20\* wide permanent sanitary sewer line easement (as shown on the attached drawing).

Being a part of the property derived by Deeds of record in Deed Book 197 Page 82 - Tract A, Deed Book 197 Page 86 - Tract C, Deed Book 724 Page 110 - Tract D, Deed Book 1017 Page 511 - Tract B, in the Office of the Hardin County Court Clerk.

First Party will incur no expense in the repair of the sanitary sewer line (as shown on the attached drawing) of PVA Parcel # 161-10-05-002 and # 140-00-00-005.02, 801 Logsdon Parkway., Radcliff, Kentucky, 40160

Second Party agrees to return said property over which these easements are granted in as good condition as it was when the Second Party began construction, reconstruction and repair of said sanitary sewer line, ordinary wear and tear excepted.

Further, Parties covenant and agree that the easement shall be governed by the following terms and conditions:

1. The easement shall inure to the benefit of Second Party and successors and assigns, its contractors, engineers, representatives and agents; and shall be fully assignable, in whole or in part by Second Party, provided, however, Second Party shall continue to be bound hereby.
2. Second Party shall have the right to, at its own cost and expense, remove trees, shrubs, rock and other obstructions which in its judgment would interfere with the intended use of the easements.

3. Second Party shall, at its own cost and expense, restore and repair all areas that are disturbed during construction and perpetual maintenance; further, Second Party shall, at its own cost and expense, at its own cost and expense, replace or repair any fences, blacktop or concrete areas disturbed during construction and perpetual maintenance.
4. First Party, its successors and assigns, shall retain the right to use and enjoy fully the areas subject to the aforesaid easements, after initial construction and restoration has been completed, provided that no permanent structure(s) be placed over any part of the permanent easements.

PROVIDED, HOWEVER, that this conveyance is made subject to all easements, restrictions and conditions of record in said Clerk's Office. This conveyance is subject to all applicable zoning and subdivision regulations.

IN TESTIMONY WHEREOF, witness the signature of the Parties the day and year first above written.

**HARDIN COUNTY WATER DISTRICT No. 1**

By: \_\_\_\_\_  
**JAMES S. BRUCE, General Manager**

**HARDIN COUNTY BOARD OF EDUCATION**

By: \_\_\_\_\_  
**Charlie Wise, Chairman**

ATTEST: \_\_\_\_\_  
**Secretary**

STATE OF KENTUCKY:  
COUNTY OF HARDIN:

The foregoing instrument was executed, acknowledged, subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by JAMES S. BRUCE as **General Manager of HARDIN COUNTY WATER DISTRICT No. 1**

My Commission expires: \_\_\_\_\_

Notary Public

**STATE OF KENTUCKY:  
COUNTY OF HARDIN:**

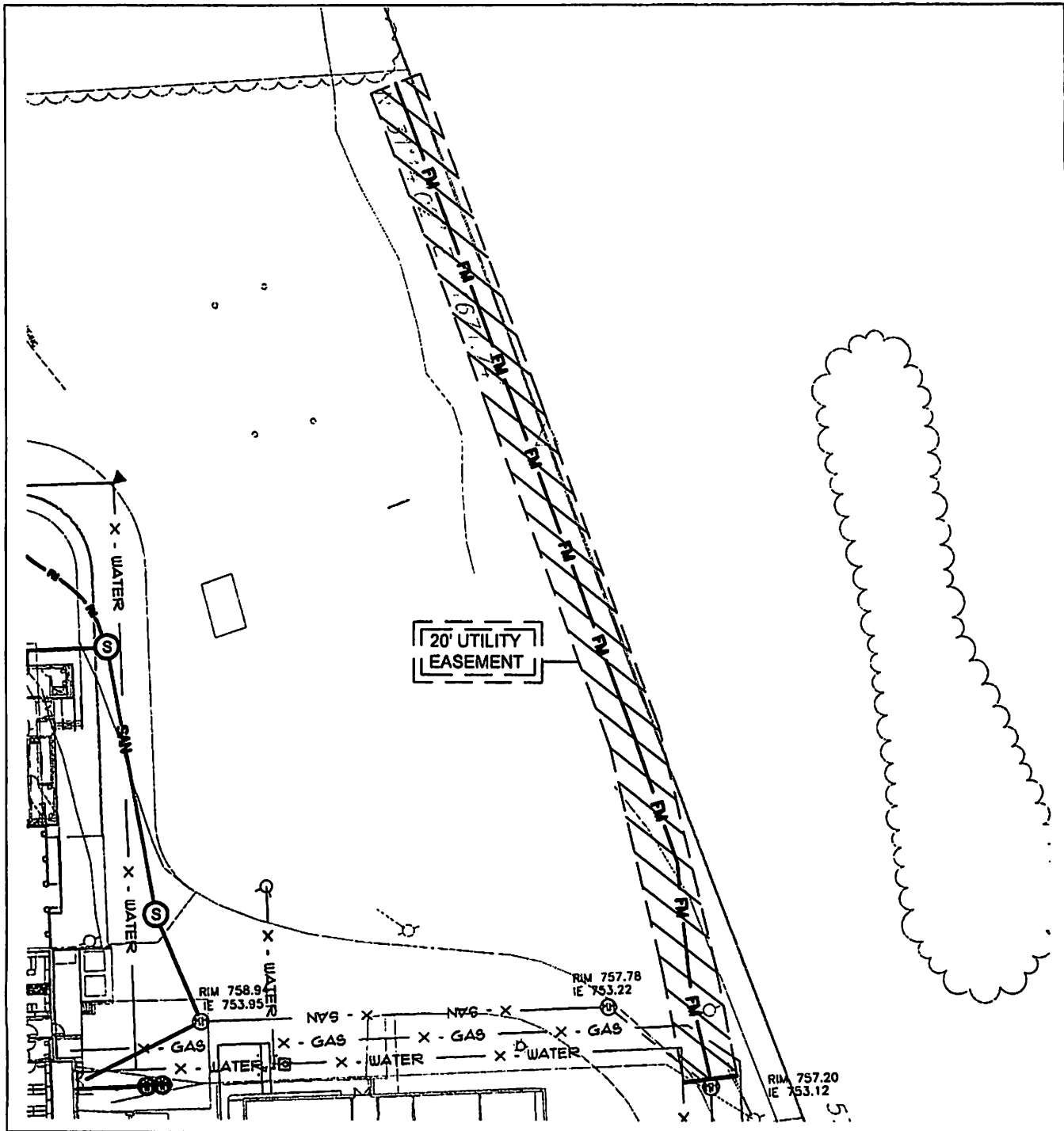
**The foregoing instrument was executed, acknowledged, subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 2015, by CHARLIE WISE, Chairman, Hardin County Board of Education.**

**My Commission expires: \_\_\_\_\_**

**Notary Public**

**Prepared by:**

**Daniel Clifford, Hardin County Water District No.1,  
Engineering Manager  
1400 Rogersville Rd. Radcliff, KY 40160**



### UTILITY EASEMENT



**SHROUT  
TATE  
WILSON**  
MECHANICAL AND  
ELECTRICAL ENGINEERS

Lexington - Louisville  
628 Winchester Road Lexington, KY 40505  
t: 859.277.8177 www.stweng.com

**NORTH HARDIN HIGH SCHOOL**  
801 LOGSDON PARKWAY  
RADCLIFF KY40106

Issued for:

UTILITY EASEMENT

Drawn by:

MM

Checked by:

MM

Scale:

1" = 50'

Date:

04/15/2015

Sheet:

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