

## **MUNICIPAL ORDER 21-2019**

**A MUNICIPAL ORDER AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN EASEMENT AGREEMENT BETWEEN THE CITY OF OWENSBORO AND CITY UTILITY COMMISSION OF THE CITY OF OWENSBORO, KENTUCKY, ALSO KNOWN AS OWENSBORO MUNICIPAL UTILITIES, GRANTING A PERPETUAL EASEMENT FOR THE TRANSMISSION AND DISTRIBUTION OF WATER THROUGH A STRIP OF PROPERTY LOCATED ON EBACH STREET.**

**WHEREAS,** Owensboro Municipal Utilities (hereinafter “OMU”) requests a perpetual easement for the purpose of installing, maintaining, operating, repairing, renewing, replacing, inspecting, and removing water pipe lines, along with all necessary fittings, valves, hydrants, meters, appurtenances, and attached facilities, including service lines of its customers, service pipes, and laterals and connections, for the transmission and distribution of water, through a strip of property located on Ebach Street, contained in the attached Exhibit “A”; and

**WHEREAS,** the granting of a perpetual easement has been fully reviewed by city staff and will not unreasonably interfere with use of said property.

**NOW, THEREFORE, BE IT ORDERED BY THE CITY OF OWENSBORO, KENTUCKY, AS FOLLOWS:**

**Section 1.** That the Mayor be, and he hereby is, authorized and directed to execute a “Deed of Easement” by and between the City of Owensboro and OMU, under the terms of which the City shall grant a perpetual easement in and through a strip of property located on Ebach Street in order for OMU to install, maintain, operate, repair,

renew, replace, inspect, and remove water pipe lines and all appurtenances for the transmission and distribution of water.

**Section 2.** That the Mayor, City Manager, City Engineer and other city staff be, and they hereby are authorized to execute any and all other agreements, instruments or documents necessary and appropriate to effectuate and implement this easement agreement and/or documents related thereto.

**INTRODUCED, PUBLICLY READ AND FINALLY APPROVED ON ONE READING,** this the 20th day of August, 2019.

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Thomas H. Watson, Mayor

ATTEST:

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Beth Cecil, City Clerk

## DEED OF EASEMENT

THIS DEED OF EASEMENT, entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by and between the City of Owensboro, Kentucky, a municipal corporation of the home rule class, of P.O. Box 10003, Owensboro, Kentucky 42302, FIRST PARTY, and the City Utility Commission of the City of Owensboro, Kentucky, a body corporate and politic, also known as Owensboro Municipal Utilities, of 2070 Tamarack Road, Owensboro, KY 42301, SECOND PARTY.

WITNESSETH: For good and valuable consideration, the receipt of which is hereby acknowledged by the First Party, First Party does hereby grant to the Second Party, its successors, assigns, and lessees, an easement in perpetuity for, and the right to install, maintain, operate, repair, renew, replace, inspect, and remove water pipe lines, along with all necessary fittings, valves, hydrants, meters, appurtenances, and attached facilities, including service lines of its customers, service pipes, and laterals and connections, for the transmission and distribution of water, within the area described as follows:

A strip of the property lying on Ebach Street in Owensboro, Kentucky, and known as PVA Parcel 46-2-1, as shown on the drawing attached hereto and incorporated herein by reference as Exhibit 'A.'

AND BEING a part of the property conveyed to the First Party by Deed, dated November 11, 1996, of record in Deed Book 667, page 802, Office of the Daviess County Clerk; and by Deed, dated November 5, 1997, of record in Deed Book 679, page 894, office aforesaid. A plat consolidating said property is of record in Plat Book 26, page 336, office aforesaid.

Together with the right to Second Party to use reasonable additional space adjacent to the above-described easement as may be required during the periods of construction and maintenance to: i) enter in and upon the real estate described above with men and machinery,

vehicles, and material at any and all times for the purpose of installing, maintaining, repairing, renewing, or adding to the aforesaid water pipe lines and attached facilities; ii) remove trees, bushes, undergrowth, and other obstructions interfering with the activities authorized herein; and iii) for doing anything necessary, useful, or convenient for the enjoyment of the easement herein granted.

The right of First Party to freely use and enjoy its interest in the real estate is reserved to First Party, its successors and assigns, insofar as the exercise thereof does not endanger or interfere with the construction, operation, or maintenance of Second Party's water pipe lines and attached facilities, except that no building, structure, or similar improvements shall be erected within said easement, nor shall the grade or ground cover over Second Party's facilities be substantially altered without the consent of Second Party. No excavation or blasting shall be carried on which in any way endangers or might endanger the water pipe lines and attached facilities.

TO HAVE AND TO HOLD such easement and right-of-way unto Second Party, its successors, assigns, and lessees, with covenant of general warranty.

Second Party agrees, by the acceptance of this easement, that upon any opening made in connection with any of the purposes of this easement, said opening shall be backfilled and resurfaced to as-nearly-as-possible the same condition as existed when said opening was made, provided that Second Party shall not be obligated to restore landscaping, other than reseeding any grass which was removed upon entry, all such work to be done at the expense of the Second Party.

Effective as of the date stated above.

FIRST PARTY:

CITY OF OWENSBORO, KENTUCKY

\_\_\_\_\_  
Thomas H. Watson, Mayor

COMMONWEALTH OF KENTUCKY

COUNTY OF DAVIESS

The foregoing Deed of Easement was subscribed and sworn to before me by Thomas H. Watson, as Mayor of the City of Owensboro, Kentucky, this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Notary Public, State-at-Large

My commission expires:\_\_\_\_\_

PREPARED BY:

\_\_\_\_\_  
Stephen C. Pace  
KAMUF, PACE & KAMUF  
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