



Kenton County School District | *It's about ALL kids.*

**THE KENTON COUNTY BOARD OF
EDUCATION**

1055 EATON DRIVE, FORT WRIGHT, KENTUCKY
41017

TELEPHONE: (859) 344-8888 / FAX: (859) 344-1531

WEBSITE: www.kenton.kyschools.us

Dr. Henry Webb, Superintendent of Schools

KCSD ISSUE PAPER

DATE:

1/25/2018

AGENDA ITEM (ACTION ITEM):

Consider/Approve Permanent Easement for Sewer Purposes at Ft. Wright Elementary School
Enc.

APPLICABLE BOARD POLICY:

Capital Construction Process – 702 KAR 4:160

HISTORY/BACKGROUND:

The Sanitation District (SD1) is in the process of securing the necessary easement for the maintenance of the sanitary sewer at the Ft. Wright Elementary School.

FISCAL/BUDGETARY IMPACT:

All costs are included in the renovation cost for the construction project..

RECOMMENDATION:

It is recommended the Board approve the easement as outlined in the Easement Agreement for the maintenance of the sanitary sewer at the Ft. Wright Elementary School.

CONTACT PERSON:

Rob Haney, Executive Director for Support Operations and Finance

Principal

Rob Haney

District Administrator

[Signature]

Superintendent

Use this form to submit your request to the Superintendent for items to be added to the Board Meeting Agenda.

Principal –complete, print, sign and send to your Director. Director –if approved, sign and put in the Superintendent's mailbox.

Kenton County Board of Education

Board Members: Carl Wicklund, Chairperson Karen L. Collins, Vice Chairperson Joshua Crabtree, Esq. Carla Egan Jessica Jehn
"The Kenton County Board of Education provides *Equal Education & Employment Opportunities.*"

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AFTER RECORDING
PLEASE RETURN TO:
SD1
ATTN: LEGAL DEPARTMENT
1045 EATON DRIVE
FT. WRIGHT, KY 41017
(859) 578-6765

For SD1 Use Only

Project No.: _____
Cost Code: _____
SD1 Contact for Easement: _____

EASEMENT FOR SEWER

IN CONSIDERATION of One and 00/100 Dollar (\$1.00) and/or the value and the benefits that Grantor or Grantors will receive by the construction or maintenance of sanitary sewer available to serve the property described herein, and other good and valuable consideration, the receipt and sufficiency which is hereby acknowledged, **Kenton County School District Finance Corporation, an agency and instrumentality of the Kenton County School District, a political subdivision of the Commonwealth of Kentucky, whose address is 1055 Eaton Drive, Ft. Wright, KY 41017** (hereinafter referred to, jointly if more than one, as "Grantor"), does hereby GRANT AND CONVEY to **Sanitation District No. 1, ("SD1")**, a sanitation district organized pursuant to Kentucky Revised Statute, Chapter 220, whose address is 1045 Eaton Drive, Ft. Wright, Kenton County, Kentucky 41017, its successors and assigns forever, a right of way and easement for sewer purposes, and the right to lay, construct, operate, inspect, maintain, repair, reconstruct and remove a sanitary sewer and appurtenances thereto, including, but not limited to, such manholes or other similar structure(s) as SD1 may deem necessary or desirable, along, through, under, across and upon the following described real estate:

Group No.: 3177

Deed Book/Page Number: D.B. 1105, Pg. 338

PIDN: 042-30-00-006.00

Address: 501 Farrell Drive, Covington, KY 41011

Legal Description:

Situated in the City of Covington, County of Kenton, Commonwealth of Kentucky, lying on the South side of Farrell Drive and being a public sanitary easement over part of the original 0.168 and 7.186 acre tracts conveyed to Kenton County School District Finance Corporation in Deed Book 1105, Page 338 of the Kenton County Clerk's records at Covington, Kentucky and being more particularly described as follows:

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Begin at the Northeast corner of a tract of land conveyed to St. Charles Care Center, Inc. in Volume C3320, Page 44, said point also being on the existing South right-of-way line of Farrell Drive (50' R/W) and the West line of Lot 2 of Highland Terrace, Section 1 as recorded in Plat # 1406; thence, leaving the existing South right-of-way line of Farrell Drive, with the East line of the above mentioned St. Charles Care Center, Inc. tract and Lot 2, South 27° 53' 42" East, 132.53 feet the common East corner of the above mentioned St. Charles Care Center, Inc. tract and the above mentioned 0.168 acre tract, said point being the TRUE POINT OF BEGINNING;

thence, from the TRUE POINT OF BEGINNING, departing the above mentioned St. Charles Care Center, Inc. tract and said Lot 2, and through the above mentioned 0.168 and 7.186 acre tracts, the following three courses: South 27° 53' 42" East, 153.85 feet;

thence, South 62° 16' 52" West, 20.98 feet;

thence, North 27° 43' 08" West, 155.11 feet to a point on the South line of the above mentioned St. Charles Care Center, Inc. tract;

thence, with the common line of the above mentioned St. Charles Care Center, Inc. tract and 0.168 acre tracts, North 65° 47' 25" East, 20.55 feet to the to the TRUE POINT OF BEGINNING.

Containing 0.074 acres of land and subject to all easements and rights-of-way of record. The reference meridian is NAD83 (2011) Kentucky State Plane Coordinates, North Zone (1601).

The above description was prepared under the direction of Chris R. Gephart, Licensed Professional Land Surveyor #3292 in the Commonwealth of Kentucky.

Prior Instrument Reference: Deed Book 1105, Page 338

A MAP SHOWING THE ABOVE DESCRIPTION IS ATTACHED AS EXHIBIT A AND MADE A PART HEREOF.

Subject to any and all zoning, easements, rights-of-way, restrictions, encumbrances, reservations and exceptions of record.

Grantor further grants to SD1 the right of ingress and egress in and over existing ways and lanes to the extent suitable, and other reasonable routes to and upon and along the Easement, as well as such additional land on either side of the Easement as may be reasonably required, at such times and at such points as may reasonably be necessary for the construction, maintenance and/or reconstruction of said sewer and to remove any and all structures, trees, roots, brush or other obstructions within or immediately adjacent to the Easement, which may, in SD1's reasonable opinion, endanger the safety of, or interfere with the construction, operation, maintenance, repair and/or reconstruction of, said sewer and its appurtenances. Grantor shall have no claim with respect to any damages caused by SD1's exercise of its rights hereunder, except to the extent such damage is caused by the gross negligence or willful misconduct of SD1.

Grantor shall have the right to use the surface of the Easement for any purpose, provided such use does not interfere in any way with SD1's use of the Easement as contemplated herein. Grantor shall not build or erect any improvements or structures upon, across, over or through the Easement nor grant any other easement within the Easement, without the prior written approval from SD1, which approval shall not be unreasonably withheld, but which may be conditioned upon the Grantor taking such precautions as SD1 deems appropriate to protect the Easement and avoid interference with its use thereof. SD1's approval shall not relieve Grantor from liability to SD1 for damage caused by such action to the Easement or SD1's appurtenances installed therein.

It is the obligation of Grantor to maintain the Easement in such a manner as not to cause erosion or waste of the Easement area and to not interfere with the operation and/or maintenance of the Easement or any appurtenances installed by SD1 therein.

Grantor warrants that it is the Owner of the Easement in fee simple, subject to matters of record, and that Grantor has all requisite power and authority to grant the Easement and bind itself to the terms and conditions hereof, which grant is made with general warranty of title.

The grant of the Easement is binding upon Grantor, SD1 and their respective heirs, successors and assigns, and same shall run with the land.

TO HAVE AND TO HOLD, the Easement and right of way herein granted unto the said SD1, its successors and assigns, forever.

Grantor herein hereby releases all right, title and interest in and to the Easement, and covenants that the title to the Easement is free, clear and unencumbered, and WARRANTS GENERALLY the said title subject to taxes, assessments, and matters of record.

IN WITNESS WHEREOF, the Grantor, by its duly authorized representative has hereunto
executed this Easement as of this ____ day of _____, 20_____.

GRANTOR

**Kenton County School District Finance
Corporation, an agency and
instrumentality of the Kenton County
School District, a political subdivision of
the Commonwealth of Kentucky**

By: _____

Printed Name: _____

Title: _____

STATE OF KENTUCKY)
) SS
COUNTY OF _____)

SUBSCRIBED, SWORN TO AND ACKNOWLEDGED before me, a Notary Public, this ____ day
of _____, 20____, by, Kenton County School District Finance Corporation,
an agency and instrumentality of the Kenton County School District, a political subdivision of the
Commonwealth of Kentucky, by and through _____ [Name of Person
Signing], its _____ [Title of person signing], who is authorized to sign on its
behalf.

Notary Public: _____
Commission Expires: _____
Identification Number: _____

This instrument prepared by:

Brian M. Ellerman
General Counsel
Sanitation District No. 1
1045 Eaton Drive
Ft. Wright, KY 41017

Indicates Public Sanitary
Easement

Notes:

- 1) This Plat is Subject to all easements and rights-of-ways of record.
- 2) All references are to the Kenton County Clerk's Records at Covington, unless noted otherwise.
- 3) This plat does not represent a boundary survey per 201 KAR 18:150, and is not intended for land transfer.



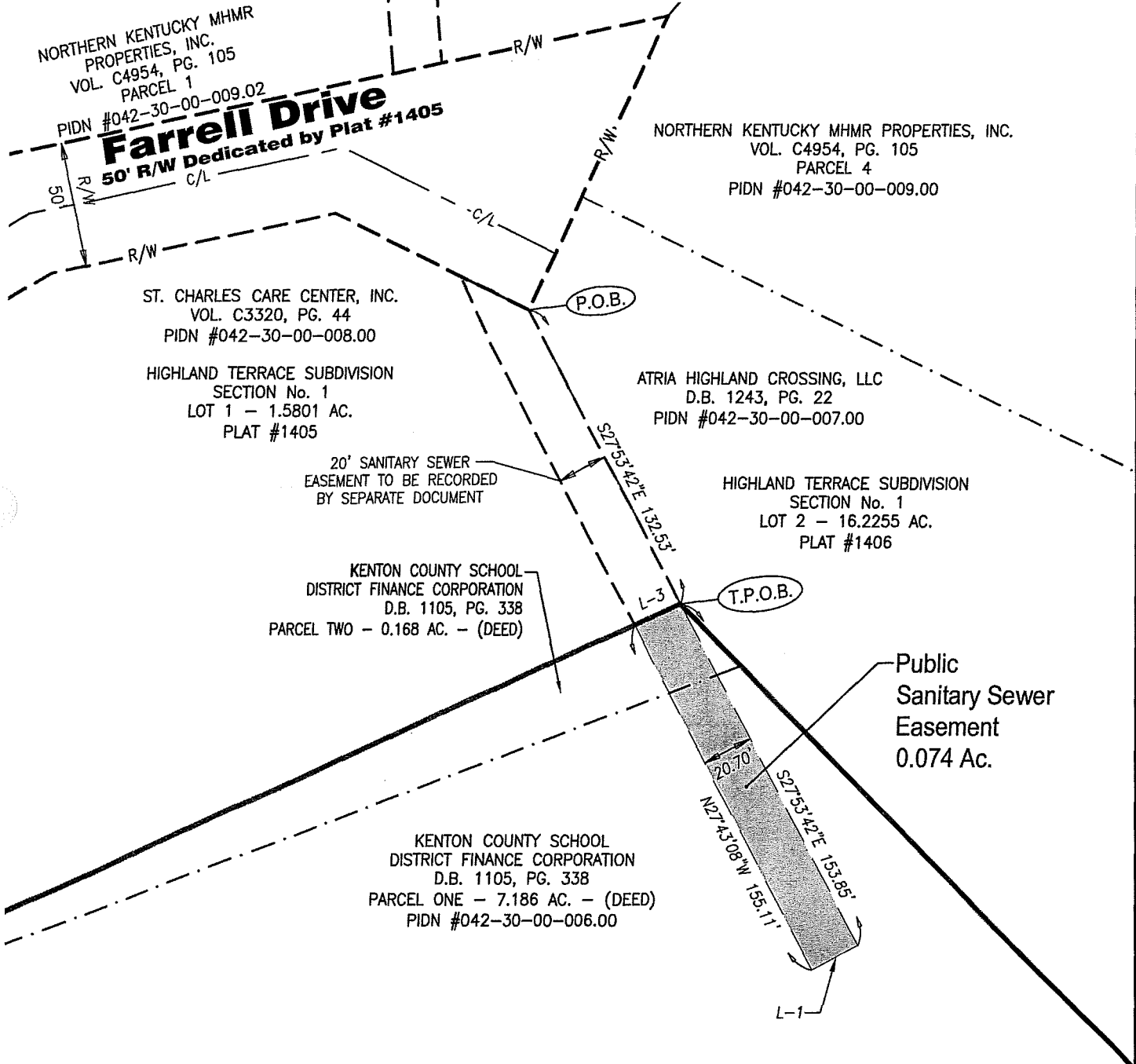
Basis of Bearing:
State Plane NAD83



SCALE: 1" = 60'

LINE TABLE

Line	Direction	Distance
L-1	S62°16'52"W	20.98'
L-3	N65°47'25"E	20.55'



Drawing:
15K017-000 EP SAN3
Scale
1"=60'
Drawn by:
ARV
Checked By:
CRG
Issue Date:
1/11/18

**KENTON COUNTY SCHOOL
DISTRICT FINANCE CORPORATION**

501 FARRELL DRIVE
CITY OF COVINGTON
KENTON COUNTY, KENTUCKY

EXHIBIT A - SANITARY SEWER EASEMENT

**bayer
becker**
www.bayerbecker.com
209 Grandview Drive
Fort Mitchell, KY 41017 - 859.261.1113