

Bullitt County Public Schools

1040 Highway 44 East
Shepherdsville, Kentucky 40165

Phone: 502-869-8000
Fax: 502-543-3608
www.bullittschools.org

TO: Dr. Jesse Bacon *JB*
FROM: Bret Highley *ABH*
DATE: September 25, 2020
RE: Agreement for Bernheim Middle School Sewer Easement

Presented for acceptance is the following:

1. Certificate of Sanitary and Drainage Easement for Bernheim Middle School Sewer line
2. Agreement between the City of Shepherdsville and the Bullitt County School District Finance Corporation.

The easement is 30' wide and 467' long and runs along the east side of the property. Work should begin on the BCPS property early next spring and is estimated to be complete by summer.

At this time, I request approval of the attached documents. If you have any questions, please feel free to contact me at (502) 921-3659.

Attachments:

- Agreement - Bullitt County School District Finance Corporation and the City of Shepherdsville
- Certificate of Sanitary Sewer and Drainage Easement

B. Highley

AGREEMENT

THIS AGREEMENT, made this **26th** day of **October, 2020**, by and between:

OWNERS NAMES

Bullitt County School District Finance Corporation
(hereinafter called the "GRANTOR")

And

CITY OF SHEPHERDSVILLE
634 Conestoga Parkway, Shepherdsville, KY 40165,
Party of the Second Part (hereinafter called "GRANTEE")

WITNESSETH THAT;

WHEREAS, **GRANTOR** is the owner of the certain real estate located **700 Audubon Drive**, in the County of Bullitt, in the Commonwealth of Kentucky, recorded in **Deed Book 382, Page 675**, County Clerk's office; and

WHEREAS, **GRANTEE** desires an easement over land owned by the **GRANTOR** for the purpose of construction, operation, maintenance, and reconstruction of sanitary sewers, drains and related equipment, structures or materials, hereinafter referred to as appurtenances, thereto together with the right of ingress and egress over the property to and from the easement.

NOW, THEREFORE, **GRANTOR** agrees to grant and **GRANTEE** hereby agrees to take said easement upon the following terms and conditions:

1. The area of the easement covered by this Agreement is shown on Easement Plat and Certificate of Sanitary Sewer and Drainage Easement, which is attached hereto and made a part hereof.
2. The **GRANTOR** hereby acknowledges consideration for granting of this easement to be: \$ 0 and other good and valuable consideration. Any monetary consideration shall be paid to **GRANTOR(S)** by check after the execution, delivery and recording of Easement Plat and Easement Certificate, and, when applicable, a copy of a Resolution of the Board of the **GRANTOR** authorizing this conveyance.

3. **SPECIAL CONDITIONS:**

4. In order to comply with regulations of the Internal Revenue Service in the preparation of information returns (Form 1099), the City of Shepherdsville must obtain correct taxpayer identification information. Under penalties of perjury, the **GRANTOR** certifies that the number shown below in this document is their correct taxpayer identification number. This certification is used in lieu of a separate IRS Form W-9.
5. The undersigned **GRANTOR** and **GRANTEE** admit to having read the contents of this Agreement and acknowledge receipt of a copy of same, and are not relying on verbal statements not contained herein.

IN TESTIMONY WHEREOF, witness the signatures of the parties hereto the day, month and year first above written.

CITY OF SHEPHERDSDVILLE

(GRANTOR)

By: _____
Engineering Project Manager

Taxpayer Identification Number

By: _____
Attorney

(GRANTOR)

Taxpayer Identification Number

(GRANTOR)

Taxpayer Identification Number

CERTIFICATE OF SANITARY SEWER AND DRAINAGE EASEMENT

For valuable consideration, the receipt of which is hereby acknowledged by **GRANTOR**, **GRANTOR** hereby grants to **CITY of SHEPHERDSVILLE** (the **CITY**), its successors and assigns, a perpetual easement on, over and under strips of land and spaces as defined and marked "Sanitary Sewer And Drainage Easement" on the plat attached hereto.

This grant is made on the following terms:

1. The **CITY** has the right of ingress and egress over **GRANTOR's** property to and from the easement at all times for the purpose of constructing, operating, maintaining, repairing and reconstructing sanitary sewers, drains and related equipment structures or materials, hereinafter referred to as appurtenances, under **CITY's** jurisdiction, control, and supervision.
2. Nothing shall be placed in, on, over or under the sanitary sewer and drainage easement, which will obstruct or interfere with the purposes of said easement.
3. The **CITY** may authorize any public agency or others to carry out the purposes as set forth in paragraph 1.
4. The **GRANTOR** covenants that they are (he/she is) lawfully seized of the property through which the sanitary sewer and drainage easement is granted and that they have (he/she has) full right and power to convey the same and said property is free from all encumbrances, except current taxes and restrictions and/or mortgages of record.
5. The **GRANTOR** acknowledges that the consideration received for the conveyance made herein does not include any express or implied release or waiver by the **CITY** of rights to subject **GRANTOR** and their (his/her) property to sewer rates, drainage fees, rentals and other charges, including special assessments, as may be authorized by law.
6. The **CITY** covenants that it will assume full responsibility for claims resulting from damage to any land, improvement, or the environment within or outside the sanitary sewer and drainage easement granted herein, or to any land or improvements used for ingress and egress to such easement, caused by the **CITY** during construction, operation, maintenance, repair or reconstruction of said sanitary sewers, drains, and appurtenances unless damage is caused by the placing of any structure within or outside the easement in violation of this certificate, in such case no liability will be assumed by the **CITY**.
7. If shown, a temporary easement, as defined and marked "Temporary Construction Easement" on the plat attached hereto is hereby reserved by **CITY's** use as needed during original construction of said sanitary sewers, drains, and appurtenances. Such easement shall terminate and automatically revert to the property owners upon completion of the original construction.

IN TESTIMONY WHEREOF, witness the signature of the **GRANTOR** on this _____ day of _____, 2020.

GRANTOR

GRANTOR

GRANTOR

CITY OF SHEPHERDSVILLE
634 CONESTOGA PARKWAY
SHEPHERDSVILLE, KY 40165

Record No.: _____

Parcel No.: _____

COMMONWEALTH OF KENTUCKY

COUNTY OF BULLITT

I, the undersigned Notary Public in and for the Commonwealth and County of aforesaid, do hereby certify that the foregoing instrument was this day presented to me by _____ and _____ being the within named GRANTOR(S), who being by me first duly sworn, declared that _____ signed the foregoing instrument as _____ true and proper act and deed.

OR

I, the undersigned Notary Public in and for the Commonwealth and County of aforesaid, do hereby certify that the foregoing instrument was this day presented to me by _____, who, being by me first duly sworn, declared that _____ signed the foregoing instrument as _____ of _____ by authority and direction of its Board of Directors, as a true and proper act and deed.

Witness my hand this _____ day of _____, 2020.

My Commission Expires: _____

NOTARY PUBLIC

This Instrument Reviewed By:

Attorney

**CITY OF SHEPHERDSVILLE
634 CONESTOGA PARKWAY
SHEPHERDSVILLE, KY 40165**

Record No.: _____



Parcel No.: _____

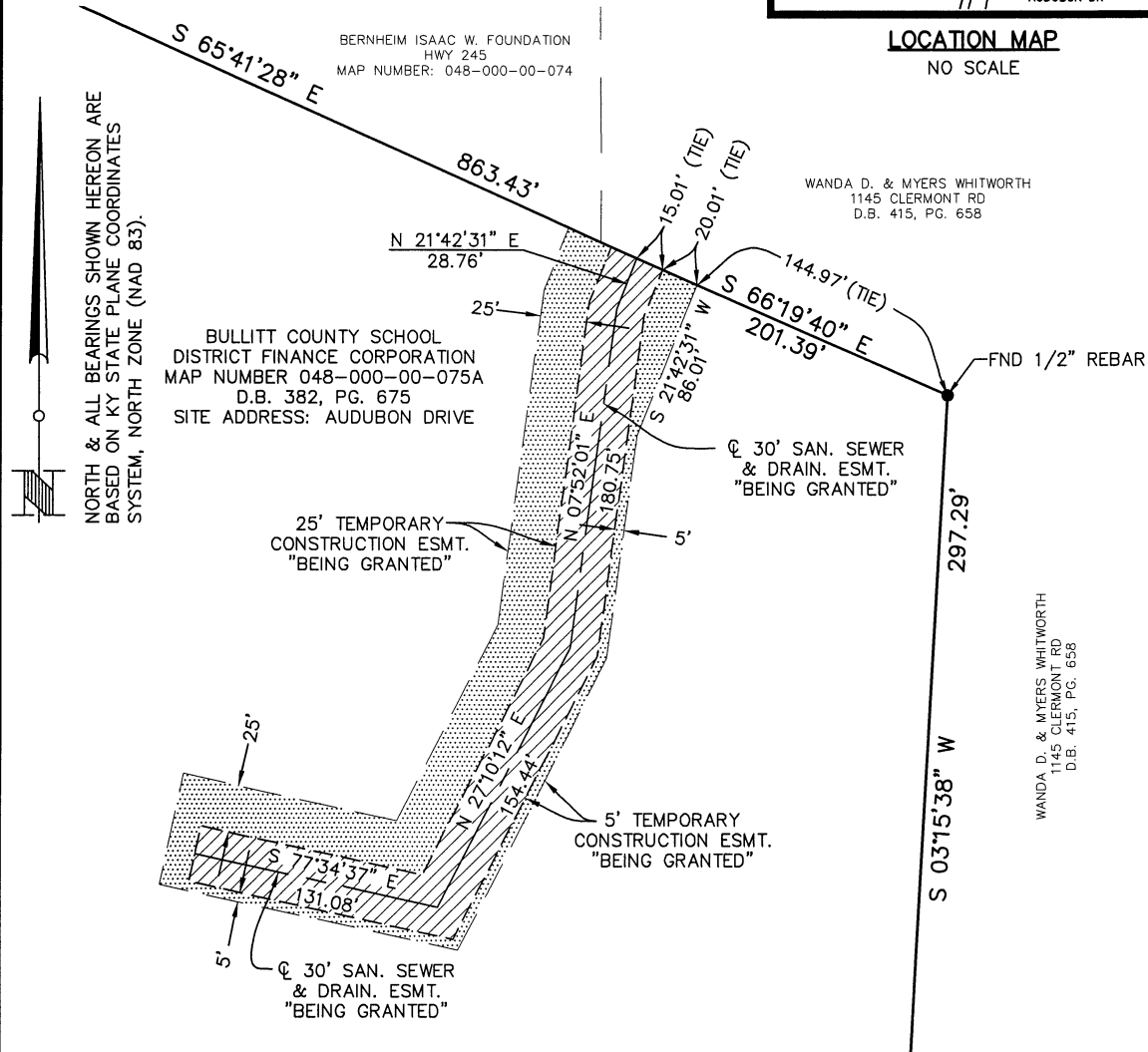
Sheet 3 of 3

NOTES:

1. THIS PLAT DOES NOT CONSTITUTE A BOUNDARY SURVEY AND SHOULD NOT BE USED AS SUCH.
2. THE BOUNDARY LINES SHOWN HEREON WERE DETERMINED FROM DEEDS OF RECORD AND HAVE NOT BEEN VERIFIED.
3. THIS PLAT IS SUBJECT TO EASEMENTS AND RESTRICTIONS WHETHER RECORDED OR NOT.
4. THE BEARINGS AND DISTANCES REFERENCED ON THIS PLAT DEPICTING THE LOCATION OF THE PROPOSED SANITARY SEWER & DRAINAGE EASEMENT ARE APPROXIMATE, THE ASBUILT LOCATION OF THE MANHOLE BARRELS & PIPES WILL DETERMINE THE TRUE CENTERLINE OF THE EASEMENT.

LEGEND

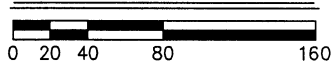
- FOUND REBAR
- 
 DENOTES SANITARY SEWER AND DRAINAGE EASEMENT
 "BEING GRANTED" = 14,851 SQUARE FEET
- 
 DENOTES TEMPORARY CONSTRUCTION EASEMENT
 "BEING GRANTED" = 15,627 SQUARE FEET



LOCATION MAP

NO SCALE

GRAPHIC SCALE 1"=80'



LAND SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THE INFORMATION DEPICTED HEREON WAS GATHERED UNDER MY DIRECT SUPERVISION AND MEETS OR EXCEEDS THE REQUIREMENTS FOR NON-BOUNDARY SURVEY WORK AS DEFINED IN SECTION 13 OF 201 KAR 18:150.

STATE OF KENTUCKY
DAVID A. MINDEL
2843
LICENSED PROFESSIONAL LAND SURVEYOR

DAVID A. MINDEL PLS# 2843 DATE: NOT VALID WITHOUT ORIGINAL SIGNATURE AND SEAL OF THE PROFESSIONAL SURVEYOR



MINDEL SCOTT
ENGINEERING ► SURVEYING ►
PLANNING ► LANDSCAPE ARCHITECTURE
5151 Jefferson Blvd. Louisville, KY 40219
502-485-1508 ► MindelScott.com

BEING A PART OF THE SAME PROPERTY CONVEYED TO THE GRANTOR BY DEED RECORDED IN DEED BOOK 382, PAGE 675, IN THE OFFICE OF THE BULLITT COUNTY CLERK.

SANITARY SEWER & DRAINAGE EASEMENT PLAT

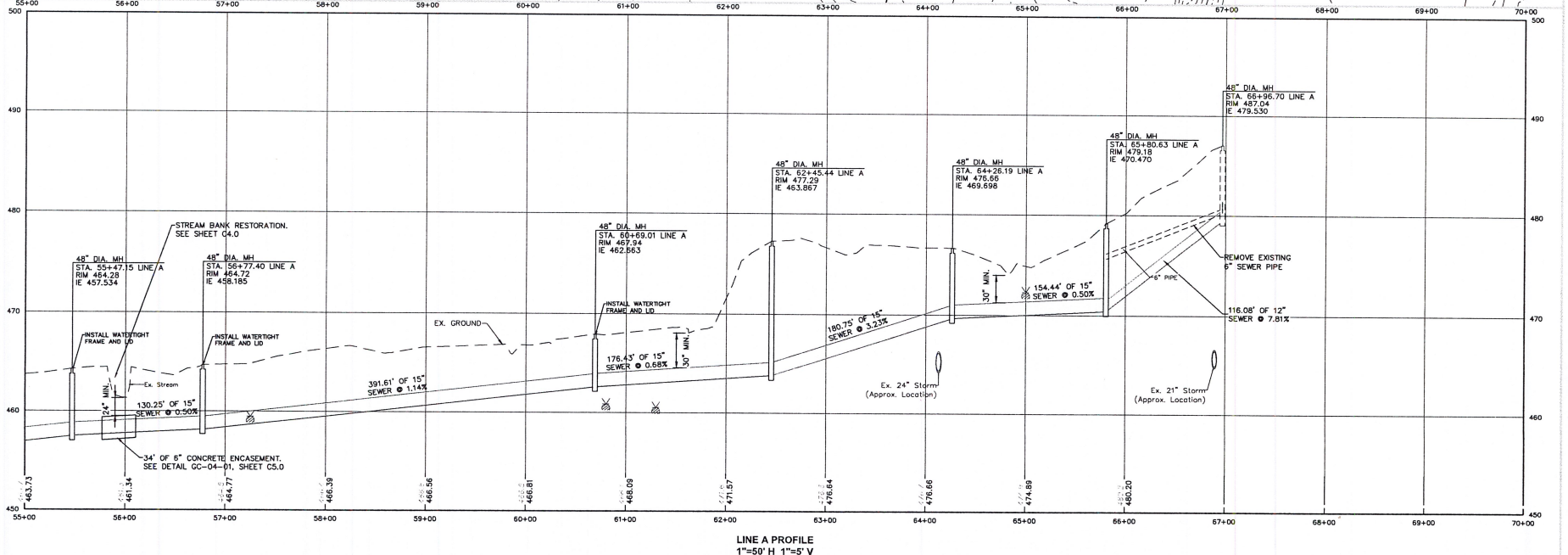
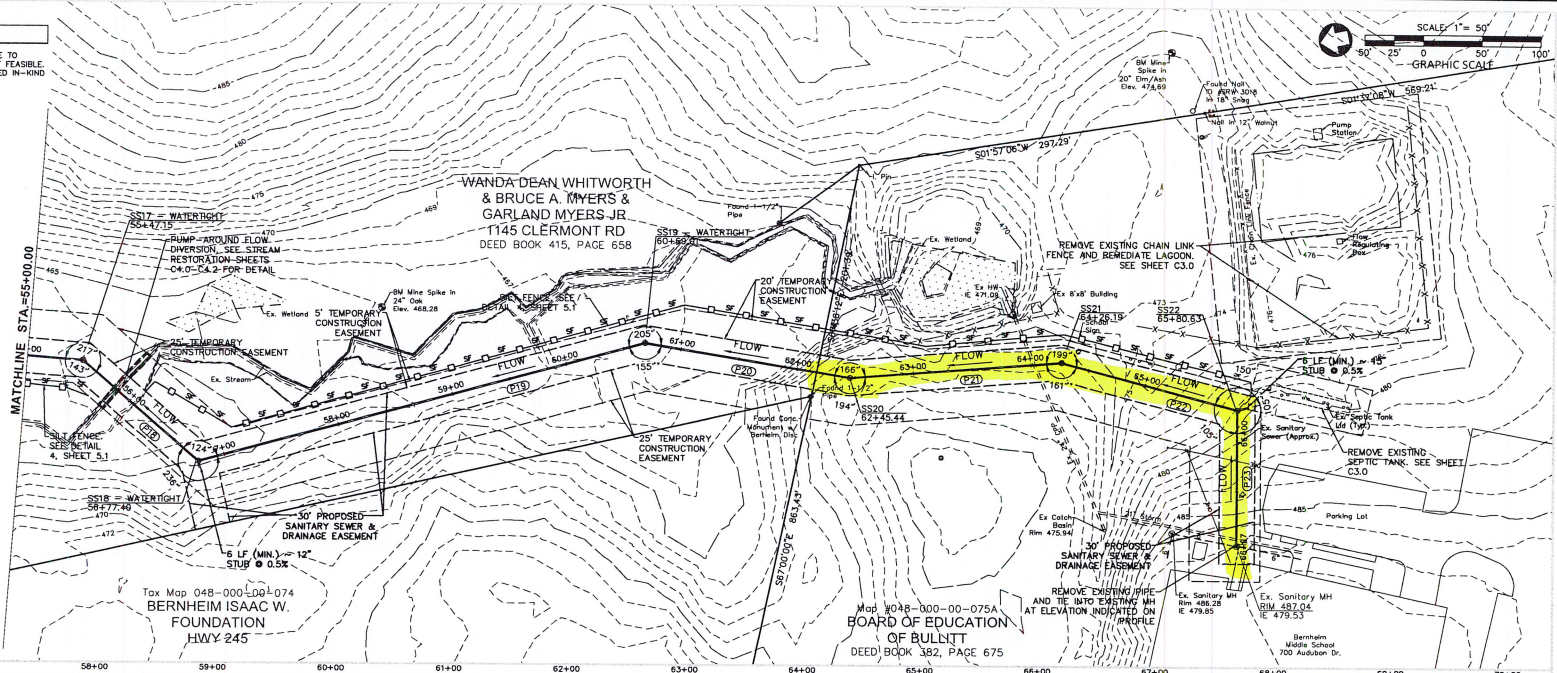
PROPERTY OF:
BULLITT COUNTY SCHOOL
DISTRICT FINANCE CORPORATION
1040 HWY 44 EAST
SHEPHERDSVILLE, KY. 40165
MAP NUMBER: 048-000-00-075A
DEED BOOK 382, PAGE 675

PROPERTY ADDRESS:
AUDUBON DRIVE
SHEPHERDSVILLE, KY 40165

DATE: 05/06/20 SCALE: 1"=80'

WETLAND DISTURBANCE NOTE

CONTRACTOR SHALL TAKE STEPS TO MINIMIZE DISTURBANCE TO WETLAND AREAS INDICATED ON PLAN TO FURTHEST EXTENT FEASIBLE. ANY WETLAND AREA THAT IS DISTURBED MUST BE RESTORED IN-KIND TO PRE-CONSTRUCTION CONDITION AND GRADE.



LINE A PROFILE
1"=50' H 1"=5' V