

## **MUNICIPAL ORDER 25-2023**

### **A MUNICIPAL ORDER AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A DEED OF EASEMENT FOR THE ACQUISITION OF TEMPORARY AND PERMANENT EASEMENTS OVER AND ACROSS PROPERTY LOCATED AT 2160 GRIFFITH AVENUE.**

**WHEREAS**, the City of Owensboro is engaged in work for the York Ditch Stormwater Project; and

**WHEREAS**, as part of the project, it is necessary to acquire temporary and permanent easements to install and maintain a storm sewer pipe and related facilities on property located at 2160 Griffith Avenue owned by the Saint John Methodist Church of Owensboro, Kentucky, Inc.; and

**WHEREAS**, the City of Owensboro seeks to acquire the easements to improve stormwater drainage in the area.

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

**Section 1.** The Board of Commissioners hereby authorizes and directs the Mayor and other appropriate city officials to execute a *Deed of Easement* for the City's acquisition of the easements located at 2160 Griffith Avenue. The *Deed of Easement* is attached as Exhibit "A" hereto.

**Section 2.** That the Mayor, City Manager and appropriate staff members are hereby authorized to sign any and all instruments or other documents deemed necessary to the furtherance of the authority outlined herein.

**INTRODUCED, PUBLICLY READ AND FINALLY APPROVED ON ONE  
READING,** this the 6th day of June, 2023.

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

ATTEST:

\_\_\_\_\_  
Beth Davis, City Clerk

## **DEED OF EASEMENT**

THIS DEED OF EASEMENT made and entered into on this the \_\_\_\_ day of April, 2023, by and between THE SAINT JOHN METHODIST CHURCH OF OWENSBORO, KENTUCKY, INC., 2160 Griffith Avenue, Owensboro, Kentucky 42301, FIRST PARTY, and the CITY OF OWENSBORO, KENTUCKY, a Municipal Corporation of the Home Rule Class, 101 East Fourth Street, P.O. Box 10003, Owensboro, Kentucky 42302-9003, SECOND PARTY.

WITNESSETH: That for and in consideration of the sum of TWO THOUSAND DOLLARS (\$2,000.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, and in order to facilitate public improvements to stormwater drainage in the City, First Party hereby conveys to Second Party, its successors and assigns forever, a perpetual easement with the right of ingress and egress thereto at all times for the purpose of erecting, constructing, installing and laying, and thereafter using, operating, inspecting, repairing, maintaining, replacing and removing a storm sewer pipe and related public facilities over, across and through the land of the First Party, situated in Owensboro, Daviess County, Kentucky, which easement conveyed herein is more particularly described as follows:

An easement, approximately fifteen (15) feet in width, traversing a portion of the west side of the subject parcel, said easement extending from the right-of-way line of Griffith Avenue, containing 3,578 square feet, more or less, as shown and described more particularly on Exhibit "A" attached hereto.

AND BEING a part of the same property conveyed to The Saint John Methodist Church of Owensboro, Kentucky, Inc., from the Trustees of the Third Street Methodist Church of Owensboro, Kentucky, Inc., by deed dated May 1, 1963, of record in Deed Book 318, at Page 244, in the Office of the Daviess County Clerk.

The Saint John Methodist Church of Kentucky, Inc. no longer has corporate officers. Josh Bowles, Vicki Hast, Sharon Sauer, Tom Shively, Dana Gray, Lydie Boone, Tony Minton, Jim Mingo and Kathy Sherman are all of the Trustees of The Saint John Methodist Church of Owensboro, Kentucky, Inc. and have been authorized to execute this Deed of Easement.

#### TEMPORARY CONSTRUCTION EASEMENT

That for and in further consideration of the aforementioned consideration payable by Second Party to First Party, the sufficiency and receipt of which is also hereby acknowledged, First Party has granted, bargained and sold and does by these presents also grant, bargain, sell and convey unto Second Party, its officials, successors, assigns, employees, agents, consultants and contractors, a temporary construction access easement more particularly described hereinbelow, with the right of ingress and egress thereto at all times reasonable, to be used only during the stormwater improvement project for the purpose of constructing certain permanent, public stormwater improvements, including but not limited to, placement of excavated earth, rock and other construction

materials along with the use of certain equipment, tools, machinery and vehicles, which easement is more particularly described as follows:

A temporary easement, irregular in shape, located on the west side of the subject parcel, said easement being bounded to the west in part by the Permanent Drainage Easement described hereinabove, and shown and described more particularly on Exhibit "A" attached hereto.

Said temporary construction easement is located on, over and across a portion of that same property described hereinabove and has the same source of title.

First Party and Second Party covenant and agree that the above-described temporary construction access easement shall commence upon award of the contract for the stormwater improvement project by Second Party to the successful bidder/contractor and shall remain in full force and effect until completion of the project. Upon completion thereof, Second Party shall restore First Party's property to a condition equal to or better than existed prior to commencement of the work. Second Party will remove and not replace the existing chain link fence.

TO HAVE AND TO HOLD the above-described property, together with all rights and privileges as hereinabove set out, to the City of Owensboro, Kentucky, Second Party, its successors and assigns forever.

First Party agrees not to erect permanent buildings or like permanent structures of any kind, character or description upon or across the easement herein granted, including, but not limited to, outbuildings, fences or landscaping berms that would alter the grade of the land. Otherwise, the undersigned, its successors and assigns, shall have the continuing use, occupancy and

enjoyment of the property subject to the easement granted herein, including, without limitation, the right to use said property, so long as such use does not interfere with or endanger the public facilities and the operation and maintenance of such facilities, pursuant to the easement herein granted.

The First Party is lawfully seized and possessed of the property through which the above-described easement is conveyed and has full right and power to convey same and said property is free of all encumbrances except current taxes and restrictions and easements of record, and any unrecorded utility easements.

The consideration hereinabove recited shall constitute payment in full for any and all damages, if any, to the property of First Party, its successors and assigns, by reason of the installation, operation and maintenance of the structures or public improvements referred to herein.

The provisions of this easement shall constitute a covenant running with the land for the benefit of Second Party, its successors and assigns.

In compliance with KRS 132.480, the in-care-of address to which the property tax bill for the current year may be sent is The Saint John Methodist Church of Owensboro, Kentucky, Inc., 2160 Griffith Avenue, Owensboro, Kentucky 42301.

IN TESTIMONY WHEREOF, witness the signatures of First Party and Second Party on this the day and date first hereinabove written.

FIRST PARTY: SAINT JOHN METHODIST CHURCH OF  
OWENSBORO, KENTUCKY, INC.

By: \_\_\_\_\_  
Josh Bowles, Trustee Chairman

COMMONWEALTH OF KENTUCKY     )  
COUNTY OF DAVIESS                 )

The foregoing Deed of Easement was produced before me in my said County and State and was duly acknowledged and executed by Josh Bowles, Trustee Chairman, for and on behalf of The Saint John Methodist Church of Owensboro, Kentucky, Inc., on this the \_\_\_\_\_ day of April, 2023.

\_\_\_\_\_  
Notary Public, State of Kentucky at Large  
My commission expires: \_\_\_\_\_  
Notary ID: \_\_\_\_\_

FIRST PARTY: SAINT JOHN METHODIST CHURCH OF  
OWENSBORO, KENTUCKY, INC.

By: \_\_\_\_\_  
Vicki Hast, Trustee Chairman

COMMONWEALTH OF KENTUCKY     )  
COUNTY OF DAVIESS                 )

The foregoing Deed of Easement was produced before me in my said County and State and was duly acknowledged and executed by Vicki Hast, Trustee Chairman, for and on behalf of The Saint John Methodist Church of Owensboro, Kentucky, Inc., on this the \_\_\_\_\_ day of April, 2023.

\_\_\_\_\_  
Notary Public, State of Kentucky at Large  
My commission expires: \_\_\_\_\_  
Notary ID: \_\_\_\_\_



FIRST PARTY: SAINT JOHN METHODIST CHURCH OF  
OWENSBORO, KENTUCKY, INC.

By: \_\_\_\_\_  
Sharon Sauer, Trustee

COMMONWEALTH OF KENTUCKY     )  
COUNTY OF DAVIESS                 )

The foregoing Deed of Easement was produced before me in my said County and State and was duly acknowledged and executed by Sharon Sauer, Trustee, for and on behalf of The Saint John Methodist Church of Owensboro, Kentucky, Inc., on this the \_\_\_\_\_ day of April, 2023.

\_\_\_\_\_  
Notary Public, State of Kentucky at Large  
My commission expires: \_\_\_\_\_  
Notary ID: \_\_\_\_\_

FIRST PARTY: SAINT JOHN METHODIST CHURCH OF  
OWENSBORO, KENTUCKY, INC.

By: \_\_\_\_\_  
Tom Shively, Trustee

COMMONWEALTH OF KENTUCKY     )  
COUNTY OF DAVIESS                 )

The foregoing Deed of Easement was produced before me in my said County and State and was duly acknowledged and executed by Tom Shively, Trustee, for and on behalf of The Saint John Methodist Church of Owensboro, Kentucky, Inc., on this the \_\_\_\_\_ day of April, 2023.

\_\_\_\_\_  
Notary Public, State of Kentucky at Large  
My commission expires: \_\_\_\_\_  
Notary ID: \_\_\_\_\_

FIRST PARTY: SAINT JOHN METHODIST CHURCH OF  
OWENSBORO, KENTUCKY, INC.

By: \_\_\_\_\_  
Dana Gray, Trustee

COMMONWEALTH OF KENTUCKY     )  
COUNTY OF DAVIESS                 )

The foregoing Deed of Easement was produced before me in my said County and State and was duly acknowledged and executed by Dana Gray, Trustee, for and on behalf of The Saint John Methodist Church of Owensboro, Kentucky, Inc., on this the \_\_\_\_\_ day of April, 2023.

\_\_\_\_\_  
Notary Public, State of Kentucky at Large  
My commission expires: \_\_\_\_\_  
Notary ID: \_\_\_\_\_

FIRST PARTY: SAINT JOHN METHODIST CHURCH OF  
OWENSBORO, KENTUCKY, INC.

By: \_\_\_\_\_  
Lydie Boone, Trustee

COMMONWEALTH OF KENTUCKY     )  
COUNTY OF DAVIESS                 )

The foregoing Deed of Easement was produced before me in my said County and State and was duly acknowledged and executed by Lydie Boone, Trustee, for and on behalf of The Saint John Methodist Church of Owensboro, Kentucky, Inc., on this the \_\_\_\_\_ day of April, 2023.

\_\_\_\_\_  
Notary Public, State of Kentucky at Large  
My commission expires: \_\_\_\_\_  
Notary ID: \_\_\_\_\_

FIRST PARTY: SAINT JOHN METHODIST CHURCH OF  
OWENSBORO, KENTUCKY, INC.

By: \_\_\_\_\_  
Tony Minton, Trustee

COMMONWEALTH OF KENTUCKY     )  
COUNTY OF DAVIESS                 )

The foregoing Deed of Easement was produced before me in my said County and State and was duly acknowledged and executed by Tony Minton, Trustee, for and on behalf of The Saint John Methodist Church of Owensboro, Kentucky, Inc., on this the \_\_\_\_\_ day of April, 2023.

\_\_\_\_\_  
Notary Public, State of Kentucky at Large  
My commission expires: \_\_\_\_\_  
Notary ID: \_\_\_\_\_

FIRST PARTY: SAINT JOHN METHODIST CHURCH OF  
OWENSBORO, KENTUCKY, INC.

By: \_\_\_\_\_  
Jim Mingo, Trustee

COMMONWEALTH OF KENTUCKY     )  
COUNTY OF DAVIESS                 )

The foregoing Deed of Easement was produced before me in my said County and State and was duly acknowledged and executed by Jim Mingo, Trustee, for and on behalf of The Saint John Methodist Church of Owensboro, Kentucky, Inc., on this the \_\_\_\_\_ day of April, 2023.

\_\_\_\_\_  
Notary Public, State of Kentucky at Large  
My commission expires: \_\_\_\_\_  
Notary ID: \_\_\_\_\_

FIRST PARTY: SAINT JOHN METHODIST CHURCH OF  
OWENSBORO, KENTUCKY, INC.

By: \_\_\_\_\_  
Kathy Sherman, Trustee

COMMONWEALTH OF KENTUCKY     )  
COUNTY OF DAVIESS                 )

The foregoing Deed of Easement was produced before me in my said County and State and was duly acknowledged and executed by Kathy Sherman, Trustee, for and on behalf of The Saint John Methodist Church of Owensboro, Kentucky, Inc., on this the \_\_\_\_\_ day of April, 2023.

\_\_\_\_\_  
Notary Public, State of Kentucky at Large  
My commission expires: \_\_\_\_\_  
Notary ID: \_\_\_\_\_

SECOND PARTY: THE CITY OF OWENSBORO, KENTUCKY

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

ATTEST:

\_\_\_\_\_  
Beth Davis, City Clerk

COMMONWEALTH OF KENTUCKY     )  
COUNTY OF DAVIESS                     )

The foregoing Deed of Easement was produced before me in my said County and State and was duly acknowledged and executed by Thomas H. Watson, Mayor, and attested by Beth Davis, City Clerk, for and on behalf of the City of Owensboro, Kentucky, on this the \_\_\_\_\_ day of April, 2023.

\_\_\_\_\_  
Notary Public, State of Kentucky at Large  
My commission expires: \_\_\_\_\_  
Notary ID: \_\_\_\_\_

PREPARED BY:

\_\_\_\_\_  
Mark Pfeifer  
Owensboro City Attorney  
101 East 4<sup>th</sup> Street  
P. O. Box 10003  
Owensboro, Kentucky 42302-9003