

## **DRAINAGE EASEMENT**

THIS EASEMENT AGREEMENT made and entered into this the \_\_\_\_\_ day of \_\_\_\_\_ 2023, by and between BOARD OF EDUCATION OF ELIZABETHTOWN INDEPENDENT SCHOOL DISTRICT, hereinafter known as "Property Owner", of 313 Morningside Drive, Elizabethtown, KY 42701, and the CITY OF ELIZABETHTOWN, a Municipal Corporation, of 200 West Dixie Avenue, Elizabethtown, Kentucky 42701, hereinafter known as "CITY".

### EASEMENT AGREEMENT

THAT FOR GOOD AND VALUABLE CONSIDERATION, FOR NOMINAL CONSIDERATION including the improvement of utility services, the receipt of which is hereby acknowledged, (exempt from market value consideration as provided in KRS 382.135(2)) the Property Owner does hereby grant to CITY, its successors and assigns forever, a drainage easement to construct, maintain, modify, enlarge and use public structures across the Property Owners' property located at 313 Morningside Drive and more specifically known as PVA #220-20-05-047 in Elizabethtown, the specific land subject to said drainage easement is more particularly shown on the attached UTILITY EXHIBIT A, which by reference is made a part of.

The property owners also do hereby grant a temporary construction easement to construct and modify utilities and drainage facilities. Said term of temporary easement shall not exceed beyond the term of the construction contract for improvements in the area.

Property Owners derived title to said property by virtue of deed recorded in Deed Book 832 Page 463 in the office of the Hardin County Court Clerk.

TO HAVE AND TO HOLD the same with all the appurtenances thereunto belonging unto the CITY, its successors and assigns forever.

IT IS FURTHER AGREED that the CITY is granted the right of ingress and egress to repair and maintain said drainage utility line(s) and structures and to construct and enlarge the same, when necessary, from time to time; and that the earth within said easement area shall not be disturbed or reduced or increased in depth and no permanent structure shall be placed or constructed or located within said easement, without the express permission of the CITY.

In further consideration of the granting of this drainage easement by the Property Owner, the CITY does hereby agree with the Property Owner that at the conclusion of its work or of its contractor or agents, and at the conclusion of any future repairs hereafter made to said public utility line(s) and structures, that the CITY will cause to be removed from Property Owners' property hereinabove described, all surplus dirt, debris or other material placed thereon by the CITY, its contractors, agents, or employees and shall return the surface of the ground to a condition similar to its characteristics previous to any construction or repair. The CITY shall also repair any fence or other appurtenances which it was necessary to remove in the construction, repair and maintenance aforesaid, and that in case the said construction, maintenance or repairs shall interfere with any existing underground utilities, CITY shall repair any damage done to said utilities in the construction, repair or maintenance of said public utility line(s) and structures.

WITNESS the hands of the Property Owner.

BY: \_\_\_\_\_

STATE OF KENTUCKY  
COUNTY OF HARDIN

The foregoing drainage easement agreement was personally acknowledged before me by \_\_\_\_\_, of Board of Education of Elizabethtown Independent School District, this the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Print \_\_\_\_\_

Notary Public, ID # \_\_\_\_\_

Commission expires \_\_\_\_\_

WITNESS the hands of the CITY.

CITY OF ELIZABETHTOWN

BY: \_\_\_\_\_  
Mayor

STATE OF KENTUCKY  
COUNTY OF HARDIN

The foregoing drainage easement agreement was personally acknowledged before me by Jeffrey H. Gregory, Mayor of the CITY of Elizabethtown, KY, this the \_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Print \_\_\_\_\_  
Notary Public, ID # \_\_\_\_\_  
Commission expires \_\_\_\_\_

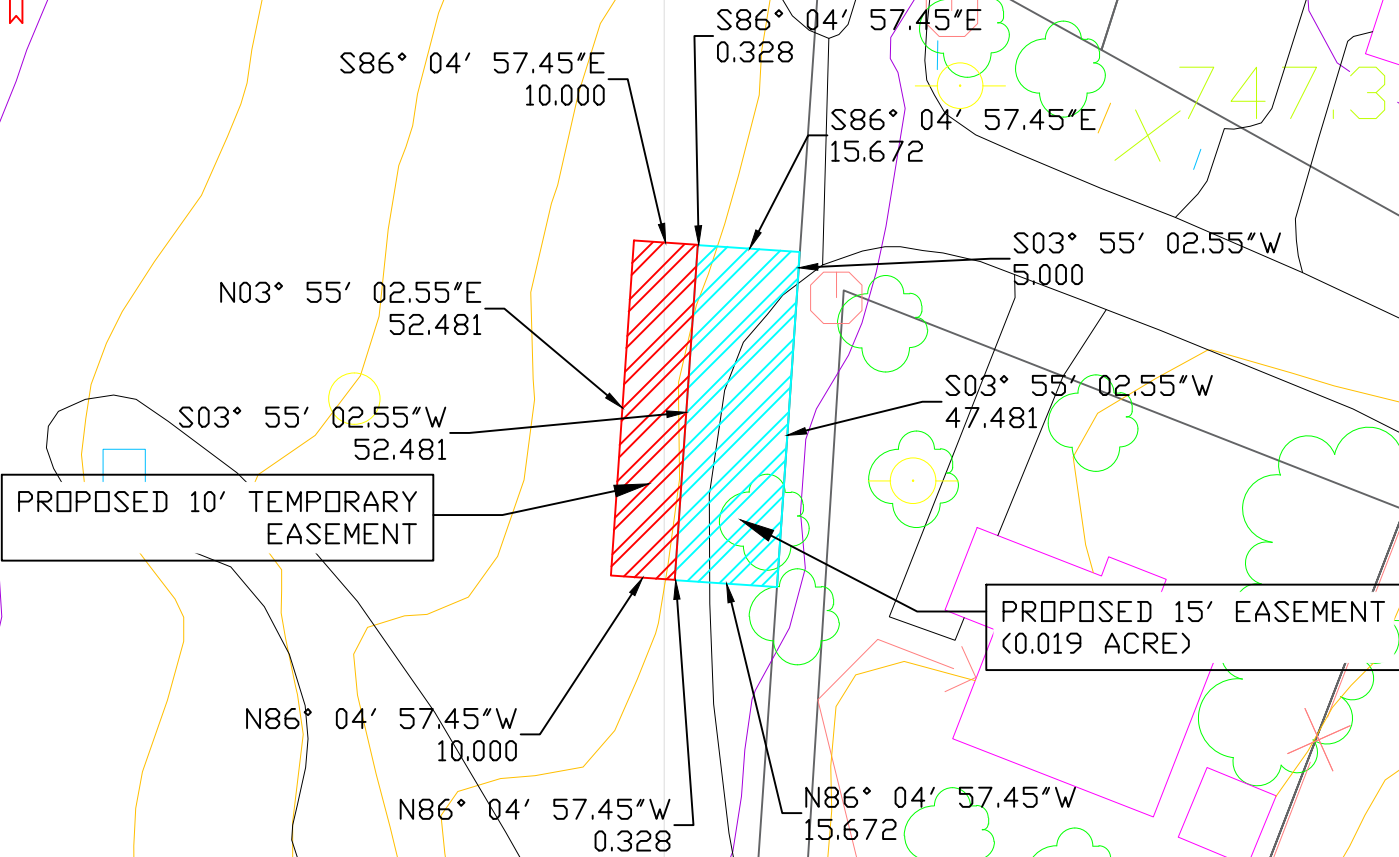
ATTACHMENT – UTILITY EXHIBIT A

This instrument prepared by

\_\_\_\_\_  
Ken M. Howard  
City Attorney  
200 West Dixie Avenue  
Elizabethtown, KY 42701

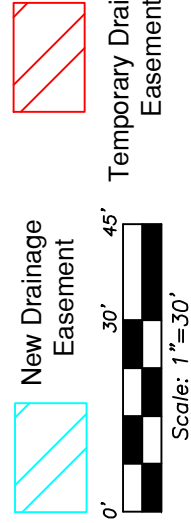


220-20-05-047  
 313 MORNINGSIDE DR  
 BOARD OF EDUCATION OF  
 ELIZABETHTOWN INDEPENDENT  
 SCHOOL DISTRICT  
 DB 832 PG 463



From the Northwest property corner of 320 Hardin Street (PVA # 220-20-08-039) travel 145.7 feet along school property line to get to the Southeast corner of the easement.

Drawn: J. Crouch Date: 6/28/2023



313 Morningside Dr.  
 Easement  
 EXHIBIT A  
 ELIZABETHTOWN, KY

City of ELIZABETHTOWN  
 Stormwater Department