

**UTILITY EASEMENT  
GAS**

THIS **DEED OF EASEMENT** IS MADE AND ENTERED INTO this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_, and, \_\_\_\_\_, of \_\_\_\_\_, \_\_\_\_\_, KY \_\_\_\_\_, Grantor(s), (whether one or more), and the **CITY OF MOREHEAD, KENTUCKY**, % Morehead Utility Plant Board, 135 South Wilson Avenue, Morehead, Rowan County, Kentucky, 40351, as Grantee.

**WITNESSETH:** That for valuable consideration, including the public benefits to be derived herefrom, the receipt of which is hereby acknowledged, the Grantor(s) has sold and conveyed and does by these presents now and hereby sell and convey unto the Grantee, its successors and assigns, the permanent and perpetual easement and right of way for utility purposes, to construct, install, maintain, inspect, operate, connect with, alter, repair, remove, change the size of, replace, and rebuild gas lines, together with appurtenances thereto, across, through, over, under, and upon the hereinafter described real estate and right of way, together with the right to remove any and all trees or obstacles upon said easement which might interfere with the construction, operation, maintenance, and repair of said utility.

The easement through the above-referenced property is described as follows:

BEING a strip of land of variable width, as shown and described in the attached drawing, the perpetual easement shall be 15 feet maximum in width and the temporary construction easement being 20 feet maximum width from the location of the line to be constructed; together with the right of ingress and egress to the above-described area of Grantor(s), his, her, or their successors and assigns, for the purpose of this easement.

Property location: \_\_\_\_\_  
PVA Map # \_\_\_\_\_

BEING A PART OF THE SAME PROPERTY conveyed to the Grantor(s) herein by Deed from \_\_\_\_\_ and \_\_\_\_\_, bearing date of \_\_\_\_\_, and recorded in Deed Book \_\_\_\_\_, Page \_\_\_\_\_, in the office of the Rowan County Court Clerk.

**TO HAVE AND TO HOLD** the easement and right of way above-described unto the Grantee, its successors and assigns, with reasonable rights of ingress and egress to and from the same for the purposes herein granted, forever.

**IT IS UNDERSTOOD AND AGREED:**

1. That the Grantee, its successors and assigns, shall hold and save harmless the Grantor(s), his or their successors and assigns, from any and all claims and demands resulting from personal injury or property damage arising from, through, or by reason of the construction, maintenance, operation, or repair of said utility.

2. That the Grantee shall bury all pipes laid under said right of way to a sufficient depth so as not to interfere with the cultivation of the soil, with the understanding however, that certain appurtenances which may extend to or above the surface of the ground may be placed upon said easement, but shall be so located as to give minimum interference with the normal use of the surface of the land, insofar as is reasonably possible.

3. That the Grantee shall take reasonable measures to compact backfill to prevent subsidence of the land under which said utility is laid.

4. That the Grantee, its agent or contractor, shall, at the conclusion of any work done as herein provided, cause to be removed from Grantor(s)'s property all surplus dirt, debris, and other material placed thereon by the Grantee, its agent or contractor, and restore the property to its condition immediately prior to the undertaking of such work, insofar as is reasonably possible.

5. That the Grantee shall not have the right to fence the whole or any part of the easement.

6. That the Grantor(s) shall always have the right to make use of the property covered by this easement which shall not unreasonably interfere with the rights of the Grantee and shall have the right to place along, across and over said easement any roads, streets, fences, and sidewalks as he or they may desire, but the Grantor(s) shall not construct or build any structure, house, or obstruction on or over said easement that will interfere with the construction, maintenance, operation, or repair of said gas lines and appurtenances, nor shall the Grantor(s) increase or decrease the fill dirt placed over the gas line on any portion of the permanent easement without the written consent of the Grantee.

IN WITNESS WHEREOF, the Grantor(s) have executed this instrument, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**GRANTOR(S):**

\_\_\_\_\_

\_\_\_\_\_

**GRANTEE:**

THE CITY OF MOREHEAD, KENTUCKY

BY: \_\_\_\_\_  
HOLLY McGRATH ROSAS, GENERAL MANAGER  
MOREHEAD UTILITY PLANT BOARD

COMMONWEALTH OF KENTUCKY  
SS  
COUNTY OF ROWAN

The foregoing instrument, was subscribed and sworn to before me by the Grantor(s),  
\_\_\_\_\_, and \_\_\_\_\_, this the  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

My Commission expires: \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC, STATE AT LARGE

COMMONWEALTH OF KENTUCKY  
COUNTY OF ROWAN

The foregoing instrument, was subscribed and sworn to before me by **HOLLY  
McGRATH-ROSAS**, as General Manager, Morehead Utility Plant Board, for the City of Morehead,  
Kentucky, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

My Commission expires: \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC, STATE AT LARGE

PREPARED IN THE OFFICE OF:  
CAMPBELL ROGERS & STACY PLLC  
ATTORNEYS AT LAW  
154 FLEMINGSBURG ROAD  
MOREHEAD, KY 40351

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