

MATHIS, RIGGS & PRATHER, P.S.C.
ATTORNEYS AT LAW
500 MAIN STREET, SUITE 5
SHELBYVILLE, KENTUCKY 40065

C. LEWIS MATHIS, JR.
T. SHERMAN RIGGS
DONALD. T. PRATHER
NATHAN T. RIGGS

TELEPHONE: (502) 633-5220
FAX: (502) 633-0667

E-MAIL: mrp@iglou.com

November 18, 2005

RECEIVED

NOV 28 2005

Beth O'Donnell, Executive Director
Public Service Commission
211 Sower Blvd
P.O. Box 615
Frankfort, KY 40602

PUBLIC SERVICE
COMMISSION


Re: Annette D. Calvert v. U.S. 60 Water District
Case No. 2005-00356

Dear Ms. O'Donnell:

Enclosed please find one original and ten (10) copies, plus an extra first page only, of the letter sent to Ms. Annette D. Calvert in regard to the captioned action. Please file the original and ten copies with the Commission and return to me the file-stamped first page copy. For your convenience I have enclosed a self-addressed stamped envelope.

Yours truly,

MATHIS, RIGGS & PRATHER, P.S.C.

BY: 
Donald T. Prather

DTP/pm
Enclosures
Cc: Darrell Dees, Manager
Sandy Broughman, Engineer
Duncan LeCompte, President
Don/sec/stewart/PSC filing

MATHIS, RIGGS & PRATHER, P.S.C.
ATTORNEYS AT LAW
500 MAIN STREET, SUITE 5
SHELBYVILLE, KENTUCKY 40065

C. LEWIS MATHIS, JR.
T. SHERMAN RIGGS
DONALD. T. PRATHER
NATHAN T. RIGGS

TELEPHONE: (502) 633-5220
FAX: (502) 633-0667

E-MAIL: mrp@iglou.com

November 18, 2005

Annette D. Calvert
575 Old U.S. 60
Frankfort, KY 40601

RECEIVED

NOV 28 2005

PUBLIC SERVICE
COMMISSION

Re: U.S. 60 Water District

Dear Ms. Calvert:

I know you have filed a complaint with the Public Service Commission regarding the easement which U.S. 60 Water District requested. Nevertheless, I thought you might be interested in the proposed Easement Agreement, which I enclose with this letter. This Easement Agreement is similar to agreements reached with several other property owners along the road. Although it does not change what the District would do anyway, it has given various property owners additional comfort sufficient for them to sign the requested easement.

If you find this Agreement acceptable, please sign both it and the easement and return them to me. I will sign the Agreement on behalf of the District and return the original signed Agreement and a copy of the easement to you. If you desire any changes to the proposed Easement Agreement, please give me a call and I will be happy to discuss them with you. I will be happy to notarize your signature for you.

Yours Truly,

MATHIS, RIGGS & PRATHER, P.S.C.

By: 

Donald T. Prather

DTP/pm

Enclosure

Cc: Darrell Dees, Manager
William Eggen, Chairman
Sandy Broughman, Engineer
PSC Case No. 2005-00356

U.S. 60 WATER DISTRICT

RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of One Dollar (\$1.00) and other good and valuable consideration paid to Annette D. Calvert (hereinafter referred to as "Grantor"), by U.S. 60 Water District, (hereinafter referred to as ("Grantee"), the receipt of which is hereby acknowledged, Grantor does hereby grant, bargain, sell, transfer, and convey unto the GRANTEE, its successors and assigns, a perpetual easement with the right to erect, construct and install, and thereafter use, operate, inspect, repair, maintain, replace and remove pipelines with necessary and convenient appurtenances for the transportation of water over, across, and through the land of GRANTOR which land was acquired by GRANTOR by _____ from _____ and which land is more particularly described in that last recorded deed(s) in the chain of title recorded in Deed Book ____, Page ____, in the Franklin County Clerk's Office, together with the right of ingress and egress over the adjacent lands of GRANTOR, her successors and assigns, for the purpose of this easement.

This easement shall be 30 feet in width. The centerline of the easement shall be the water line as actually constructed. The easement route is tentatively described as follows:

Beginning at a point in GRANTOR'S west property line common with Danny W. and Viola Lewis, thence parallel and adjacent to the north right-of-way of U.S. Highway 60 to Grantor's east property line common with Ben and Robin Santa Teresa.

The GRANTEE covenants to maintain the easement in good repair so that no unreasonable damage will result from its use to the adjacent land of the GRANTOR, his successors and assigns. The GRANTOR reserves the full right to use and enjoy the property except as will interfere with the stated purpose of this easement.

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

IN WITNESS WHEREOF, GRANTOR has executed this instrument this ____ day of _____, 2005.

Annette D. Calvert, GRANTOR

STATE OF KENTUCKY)
) SS
COUNTY OF _____)

I, _____, a Notary Public in and for the County and State aforesaid, do hereby certify that on the ____ day of _____, 2005, personally appeared before me Annette D. Calvert, the GRANTOR in the foregoing grant, and acknowledged the signing thereof to be their voluntary act for the uses and purposes set forth.

Notary Public
My Commission Expires: _____

This instrument was prepared by
Mathis, Riggs & Prather, P.S.C.
500 Main Street, Suite 5
Shelbyville, Kentucky 40065

By: _____
Donald T. Prather

EASEMENT AGREEMENT

This Easement Agreement entered into on this ____ day of November, 2005 by and between U.S. 60 Water District of Shelby and Franklin Counties, Inc. (the "District") and Annette D. Calvert ("Calvert");

In consideration of the granting of a water line Easement by Calvert, the District agrees as follows:

1. The District will take all reasonable precautions to avoid unnecessary damage to trees on Calvert's property, including requiring its contractor to erect temporary barriers to minimize root compaction by heavy equipment. Any trees which are destroyed during the construction process will be replaced or, at the District's option, Calvert will be paid the reduction in the fair market value of her property due to the loss of the tree(s). Any tree(s) which die within one year after construction is completed on Calvert's property will be treated similarly to the extent the death of the tree is caused by the construction of the water main.

2. The District will use its reasonable best effort to restore Calvert's real and/or personal property to a condition similar to its condition on the day before the District initiates construction on Calvert's property.

3. If Calvert has an asphalt or concrete driveway entering new U.S. Highway 60, the District will bore under Calvert's driveway. If boring is not feasible due to excessive length of the required bore, Calvert's driveway will be open cut and either repaired with smooth asphalt material and Calvert's driveway sealed, or repaired with smooth concrete, as appropriate.

U.S. 60 WATER DISTRICT OF SHELBY
AND FRANKLIN COUNTIES, KY, INC.

By: _____
Donald T. Prather, Attorney

Annette D. Calvert