

**KENTON COUNTY FISCAL COURT
KENTON COUNTY PUBLIC WORKS DEPARTMENT**

**CONSENT AND RELEASE FOR TEMPORARY ENCROACHMENT AND REPAIRS,
AND PURCHASE OF PERMANENT EASEMENT**

WHEREAS, the Kenton County Fiscal Court, by and through its Public Works Department, find it necessary to construct the hereinafter described improvements to Maher Road in Unincorporated Kenton County; **AND**

WHEREAS, the Kenton County Fiscal Court and the owner(s) of property abutting the section of Maher Road to be improved wish to begin work as soon as reasonably practicable to avoid further deterioration to Maher Road and their property due to the current conditions;

IN CONSIDERATION of the Kenton County Fiscal Court beginning work on Maher Road as quickly as possible which will be mutually beneficial to the parties hereto, and the Kenton County Fiscal Court being willing to take on future maintenance obligations for any drainage ditches and pipes by permanent easement upon completion of the project, alleviating future burdens to the property owner, and the payment of the sum of Seven Thousand Dollars (\$7,000.00), the parties hereto agree as follows:

1. **KENNETH AND PEGGY HUSTON** (Property Owner(s)) agree to permit the Kenton County Fiscal Court and its agents and contractors to enter onto their property located at 1209 Maher Road, Kenton County, Kentucky, for the purposes of roadway repair and/or replacement, ditching and other drainage operations or repairs, tree trimming and removal as necessary to complete the roadway repair and/or replacement and drainage improvements, and any other ministerial functions necessary for the benefit of the Maher Road repair project. Any encroachment shall not exceed more than 40 feet onto the property as measured from the centerline of Maher Road.
2. Property Owner(s) hereby agree to waive any claims for damages against the Kenton County Fiscal Court and its agents and contractors by reason of the work set forth in Paragraph 1 and will hold them harmless from damages arising therefrom.
3. The Kenton County Fiscal Court will replace the driveway pipe at 1209 Maher Road during construction. Further, the Fiscal Court will attempt to make any repairs to any permanent damages caused to the encroachment area upon completion of the project.
4. The Kenton County Fiscal Court has engaged the services of a licensed professional land surveyor to draw a permanent easement which will fully set forth the rights and obligations of the Property Owner(s) and the Kenton County Fiscal Court. This agreement shall be superseded by the permanent easement the parties agree to mutually execute at the conclusion of the project.
5. The Kenton County Fiscal Court has engaged Rayburn Excavating, LLC as its agent and contractor for the work described herein. Property Owners agree to accept payment of the

cash consideration of Seven Thousand Dollars (\$7,000.00) by and through Rayburn Excavating, LLC as the agent of the Kenton County Fiscal Court.

6. The provisions of this agreement are severable; and the invalidity of any provision shall not affect the validity of any other provision thereof; and such other provisions shall remain in full force and effect as long as they remain valid in the absence of those provisions determined to be invalid.
7. The parties expressly agree that no provision of this agreement shall be construed as a waiver of sovereign immunity.

IN WITNESS WHEREOF, the parties hereunto set their hands this 2 day of April, 2021.

PROPERTY OWNER(S):

Kenneth E. Huston
Kenneth Huston

Peggy A. Huston
Peggy Huston

KENTON COUNTY FISCAL COURT:

[Signature]
Joe Shriver
Deputy Judge/Executive