

# **GRANT OF EASEMENT**

Pt. Parcel # 052.00-00-028.00

Group # 1321, 2055

In consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, **BOONE COUNTY SCHOOL DISTRICT FINANCE CORPORATION**, a Kentucky non-profit corporation and instrumentality of the Board of Education of Boone County, Kentucky, with a mailing address of 8330 U.S. Rt. 42, Florence, Kentucky 41042 (hereinafter referred to as "Grantor"), hereby grant(s) unto **DUKE ENERGY KENTUCKY, INC.**, a Kentucky corporation, with a mailing address of 139 East Fourth Street, Cincinnati, OH 45202 and its successors and assigns (hereinafter referred to as "Grantee"), a perpetual, non-exclusive easement to construct, reconstruct, operate, patrol, maintain, repair, replace, relocate, add to, modify and remove, electric, and/or telecommunication line or lines including but not limited to, all necessary and convenient supporting structures, conduits, wires, cables, manholes, pullboxes, grounding systems, counterpoises, surface equipment (including, but not limited to, transformers and switchgears), and all other appurtenances, fixtures and equipment (hereinafter referred to as the "Facilities"), for the underground transmission and distribution of electrical energy, and for technological purposes (including but not limited to telecommunications), in, upon, over, along, under, through and across the following described real estate:

Situate in the County of Boone, Commonwealth of Kentucky; being part of a 154.10 acres, more or less, as conveyed to **BOONE COUNTY SCHOOL DISTRICT FINANCE CORPORATION** from the Board of Education of Boone County, Kentucky, dated April 18, 1991 as recorded in **Deed Book 457, Page 127** in the Office of the County Clerk of Boone County located at Burlington, Kentucky (hereinafter referred to as "Grantor's Property").

Said easement being a strip of land fifteen feet (15') in uniform width, lying seven and one-half feet (7.5') wide on both sides of a centerline, which centerline shall be established by the center of the Facilities as constructed and as generally shown in Exhibit "A", attached hereto and becoming a part hereof (hereinafter referred to as "the Easement Area").

This easement grant shall include, but not be limited to, the following respective rights and duties of Grantor and Grantee:

1. Grantee shall have the right of ingress and egress over the Easement Area, and over the adjoining land of Grantor's Property (using lanes, driveways, and adjoining public roads where practical as determined by Grantee).
2. Grantee shall have the right to cut down, clear, trim, remove, and otherwise control any trees, shrubs, overhanging branches, and/or other vegetation upon or over the Easement Area. Grantee shall also have the right to cut down, clear, trim, remove, and otherwise control any trees, shrubs, overhanging branches, and/or other vegetation which are adjacent to the Easement Area but only to the extent such vegetation may endanger, as reasonably determined by Grantee, the safe or reliable operation of the Facilities.
3. Grantee shall have the right to allow third parties to trench with Grantee's Facilities, and any such equipment shall include but not be limited to, wires, cables, and other fixtures; provided, that Grantor shall pursue any claim with the third party and not Grantee, if any such claim arises out of any third party's facility location.

*For Grantee's Internal Use:*

Job #E10564912

LU#1686519

Prepared Date: June 17, 2016

TDW

PAD#BNK-6619

4. To the best of Grantor's knowledge, the Easement Area and the adjoining land of Grantor's Property, have never been used to release, discharge, generate or store any toxic, hazardous, corrosive, radioactive or otherwise harmful substance or material.

5. Grantor shall not place, or permit the placement of, any obstructions, which may interfere with the exercise of the rights granted herein to Grantee. Grantee shall have the right to remove any such obstruction.

6. Grantee shall have the right to pile dirt and other material and to operate equipment upon the surface of the Easement Area and the adjoining land of Grantor's Property, but only during those times when Grantee is constructing, reconstructing, maintaining, repairing, replacing, relocating, adding to, modifying, or removing the Facilities.

7. Excluding the removal of vegetation and obstructions as provided herein, any physical damage to the surface area of the Easement Area and the adjoining land of Grantor's Property resulting from the exercise of the rights granted herein to Grantee, shall be promptly paid by Grantee, or repaired or restored by Grantee to a condition which is reasonably close to the condition it was in prior to the damage, all to the extent such damage is caused by Grantee or its contractors or employees. In the event that Grantee does not, in the opinion of Grantor, satisfactorily repair any damage, Grantor must, within ninety (90) days after such damage occurs, file a claim for such damage with Grantee at (a) 139 East Fourth Street, Cincinnati, OH 45202, Attn: Right of Way Services, or (b) by contacting an authorized Right of Way Services representative of Grantee.

8. Grantor shall have the right to use the Easement Area and the adjoining land of Grantor's Property in any manner which is consistent with the rights granted herein to Grantee, and shall comply with all applicable codes when making use of the land near the Facilities.

9. Notwithstanding anything to the contrary contained herein, Grantor shall not without the prior written consent of Grantee (a) construct or install, or permit the construction or installation of any building, house, or other above-ground structure, or portion thereof, upon the Easement Area; or (b) excavate or place, or permit the excavation or placement of any dirt or other material upon or below the Easement Area; or (c) cause, by excavation or placement of material, either on or off the Easement Area, a pond, lake, or similar containment vehicle that would result in the retention of water in any manner within the Easement Area.

10. Grantor warrants that it has the necessary authority and title to Grantor's Property to grant this easement to Grantee, and shall defend and hold Grantee harmless from the claim of any third party that Grantor does not have such authority or title.

11. The respective rights and duties herein of Grantor and Grantee shall inure to the benefit of, and shall be binding upon the respective successors, assigns, heirs, personal representatives, lessees, licensees, and/or tenants of Grantor and Grantee. Easement, Grantor and Grantee, as used herein, shall be deemed to be plural, when required to be so. The exercise of any or all of the rights and privileges of Grantee set forth herein, shall be at the sole discretion of Grantee.

IN WITNESS WHEREOF, Grantor has caused this Grant of Easement to be signed by its duly authorized representative(s), effective the \_\_\_\_ day of \_\_\_\_\_, 2016.

**BOONE COUNTY SCHOOL DISTRICT FINANCE CORPORATION**, a Kentucky non-profit corporation and instrumentality of the Board of Education of Boone County, Kentucky  
Grantor.

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Title: \_\_\_\_\_

Printed Title: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

Personally appeared before me is/are \_\_\_\_\_, \_\_\_\_\_, the party/parties  
(PRINT NAME) (PRINT NAME)

that have executed this Grant of Easement on the date set forth by me below, (a) duly authorized representative(s) of Grantor and acknowledged the signing of this Grant of Easement by \_\_\_\_\_ (him/her/them) to be a voluntary act and deed for and on behalf of Grantor, and having been duly sworn/affirmed, state(s) that any representations contained therein are true to the best of \_\_\_\_\_ (his/her/their) personal knowledge.

WITNESS my hand and notarial seal, this \_\_\_\_ day of \_\_\_\_\_, 2016.

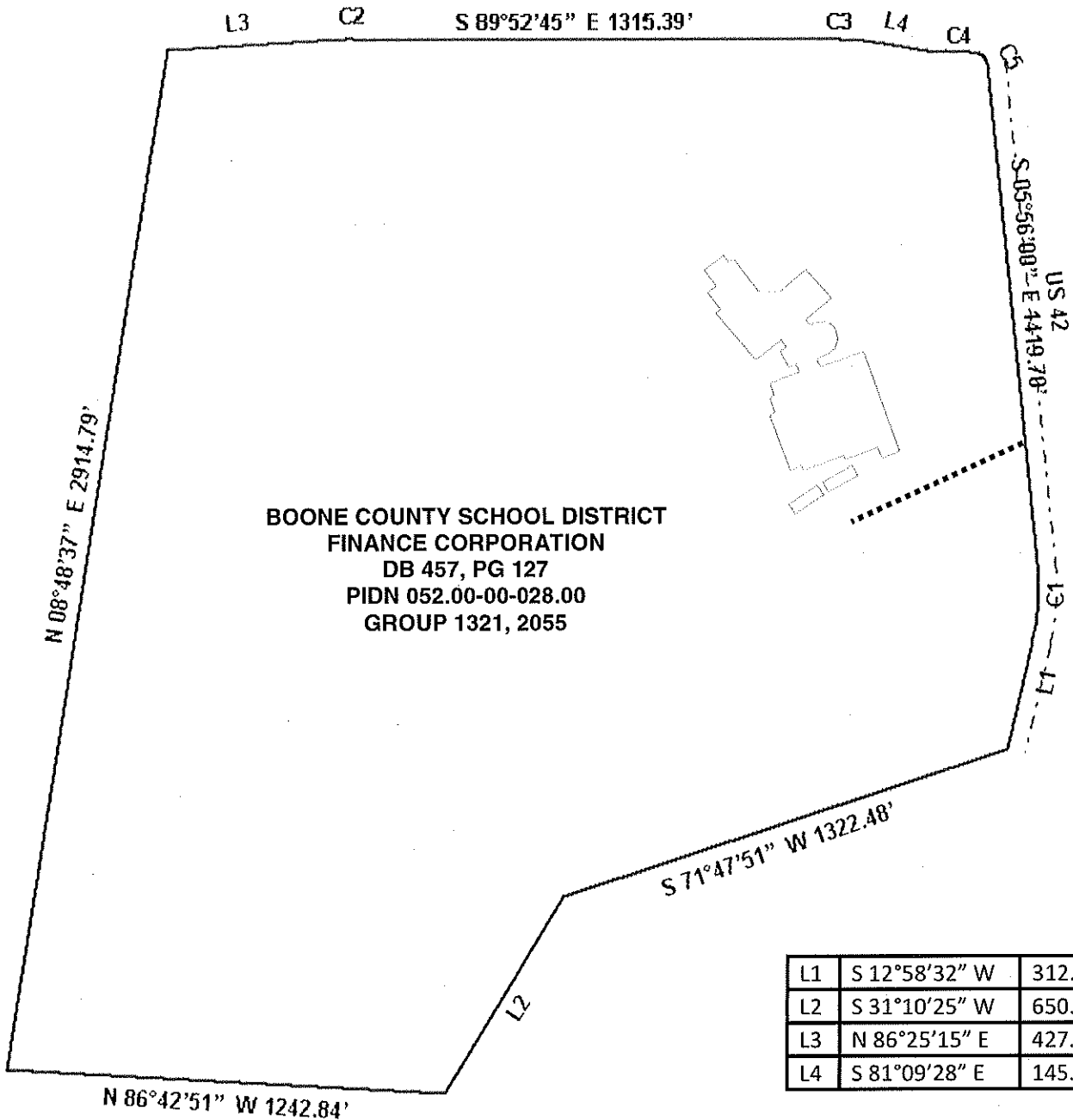
My Commission Expires: \_\_\_\_\_

Signed Name: \_\_\_\_\_

My County of Residence: \_\_\_\_\_

Printed Name: \_\_\_\_\_

THIS IS NOT A SURVEY. LOCATIONS SHOWN ARE APPROXIMATE. THE ACTUAL  
LOCATION OF THE UTILITY LINE IS THE CENTERLINE OF THE EASEMENT.



BOONE COUNTY SCHOOL DISTRICT  
FINANCE CORPORATION  
DB 457, PG 127  
PIDN 052.00-00-028.00  
GROUP 1321, 2055

L1	S 12°58'32" W	312.27'
L2	S 31°10'25" W	650.08'
L3	N 86°25'15" E	427.10'
L4	S 81°09'28" E	145.00'

C1	R - 675.73'	CHD - S 12°58'32" W	CHD L - 312.27'
C2	R - 1518.00'	CHD - S 31°10'25" W	CHD L - 650.08'
C3	R - 1281.38'	CHD - N 86°25'15" E	CHD L - 427.10'
C4	R - 608.43'	CHD - S 81°09'28" E	CHD L - 145.00'
C5	R - 30.00'	CHD - S 49°01'29" E	CHD L - 40.99'

#### LEGEND

..... CENTERLINE OF 15' WIDE  
UNDERGROUND EASEMENT

#### DUKE ENERGY KENTUCKY, INC. - EXHIBIT "A"

Easement - BOONE COUNTY SCHOOL DISTRICT FINANCE CORPORATION

EMAX# 10564912 - 10379 US 42, Union, Kentucky 41091

DRAWN BY: TDW

DATE: 12/21/2011

NTS

CHECKED BY:

SITE: 101609

LU 1686519