



FLOYD COUNTY BOARD OF EDUCATION
Stephen A. Trimble, Superintendent
106 North Front Avenue
Prestonsburg, Kentucky 41653
Telephone (606) 886-2354 Fax (606) 886-8862
www.floyd.kyschools.us

Sherry Robinson- Chair - District 5
Dr. Chandra Varia, Vice-Chair - District 2
Linda C. Gearheart, Member - District 1
William Newsome, Jr., Member - District 3
Rhonda Meade, Member - District 4

Consent Agenda Item (Action Item): Consider/Approve Easement and Right of Way between the Floyd County Board of Education and Kentucky Power Company at Betsy Layne High School.

Applicable Statute or Regulation: Chapter 01 (01.11) General Powers and Duties of the board.

Fiscal/Budgetary Impact: Easement Consideration paid by Kentucky Power will be \$2,020.00.

History/Background:

To relocate the transmission lines due to a substation being located at the foot of the hill due north of the Betsy Layne High School marquee.

Recommended Action: To approve the Easement and Right of Way pending KDE approval.

Contact Person(s): Gregory Adams/606-874-9569


Director


Superintendent

Date: September 25, 2017

The Floyd County Board of Education does not discriminate on the basis of race, color, national origin, age, religion, marital status, sex, or disability in employment, educational programs, or activities as set forth in Title IX & VI, and in Section 504.

Line Name: Stanville Extension

Line No.: TLN180:01212 **Easement No.:** 6

EASEMENT AND RIGHT OF WAY

On this ____ day of _____, 20__, in consideration of Ten and NO/100 Dollars (\$10.00), and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and the covenants hereinafter set forth, **Floyd County Board of Education**, whose address is 106 North Front Avenue, Prestonsburg, Kentucky 41653, ("Grantor"), whether one or more persons, hereby grants, sells, conveys, and warrants to **Kentucky Power Company**, a(n) Kentucky corporation, a unit of American Electric Power, whose principal business address is 1 Riverside Plaza, Columbus, Ohio 43215, ("AEP") and its successors, assigns, lessees and tenants a permanent easement and right of way ("Easement"), for electric transmission, distribution, and communication lines and appurtenant equipment and fixtures, being, in, on, over, under, through and across the following described lands of the Grantor, situated in the State of Kentucky, County of Floyd, Betsy Layne District.

Grantor claims title by Deed Book Volume 232, Page 409 recorded 2/1/1978; Deed Book Volume 604, Page 677 recorded 4/11/2014; Deed Book Volume 608, Page 733 recorded 10/14/2014; and Deed Book Volume 608, Page 738 recorded 10/14/2014 in the Floyd County Clerk's Office.

Auditor/Key/Tax Number: 094-00-00-065.00 & 094-00-22-066.02

The Easement Area is more fully described and depicted on Exhibit "A", a copy of which is attached hereto and made a part hereof ("Easement Area").

GRANTOR FURTHER GRANTS AEP THE FOLLOWING RIGHTS:

The right, now or in the future, to construct, reconstruct, operate, maintain, alter, improve, extend, inspect, patrol, protect, repair, remove, replace, upgrade and relocate within the Easement Area, poles, towers, and structures, made of wood, metal, concrete or other materials, and crossarms, guys, anchors, grounding systems, and all other appurtenant equipment and fixtures, and to string conductors, wires and cables; together with the right to add to said facilities from time to time, and the right to do anything necessary, useful or convenient for the enjoyment of the Easement herein granted.

The right, in AEP's discretion, now or in the future, to cut down, trim, remove, and otherwise control, using herbicides or tree growth regulators or other means, any and all trees, overhanging branches, vegetation or brush situated within the Easement Area. AEP shall also have the right to cut down, trim or remove trees situated on lands of Grantor which adjoin the Easement Area when in the opinion of AEP those trees may endanger the safety of, or interfere with the construction, operation or maintenance of AEP's facilities or ingress or egress to, from or along the Easement Area.

The right of unobstructed ingress and egress, at any and all times, over, across and along and upon the Easement Area, and across the adjoining lands of Grantor as may be necessary for access to and from the Easement Area for the above referenced purposes.

THIS GRANT IS SUBJECT TO THE FOLLOWING CONDITIONS:

The Grantor reserves the right to cultivate annual crops, pasture, and construct fences (provided gates are installed that adequately provide AEP the access rights conveyed herein) and roads or otherwise use the lands encumbered by this Easement in any way not inconsistent with the rights herein granted. In no event, however, shall Grantor, its heirs, successors, and assigns plant or cultivate any trees or place, construct, install, erect or permit any temporary or permanent building, structure, improvement or obstruction including but not limited to, storage tanks, billboards, signs, sheds, dumpsters, light poles, water impoundments, above ground irrigation systems, swimming pools or wells, or permit any alteration of the ground elevation, over, or within the Easement Area. AEP may, at Grantor's cost, remove any structure or obstruction if placed within the Easement Area, and may re-grade any alterations of the ground elevation within the Easement Area.

AEP agrees to repair or pay the Grantor for actual damages sustained by Grantor to crops, fences, gates, irrigation and drainage systems, drives, or lawns that are permitted herein, when such damages arise out of AEP's exercise of the rights herein granted.

The failure of AEP to exercise any of the rights granted herein, or the removal of any facilities from the Easement, shall not be deemed to constitute an abandonment or waiver of the rights granted herein.

This instrument contains the complete agreement, expressed or implied between the parties herein and shall inure to the benefit of and be binding on their respective successors, assigns, heirs, executors, administrators, lessees, tenants, and licensees.

Any remaining space on this page left intentionally blank. See next page for signatures.

GRANTOR

Floyd County Board of Education

By: _____

Its: _____

State of Kentucky §
 § SS:
County of Floyd §

This foregoing instrument was acknowledged before me on this ____ day of _____, 20____,
by _____, _____ of the Floyd County Board of Education.

Notary Public

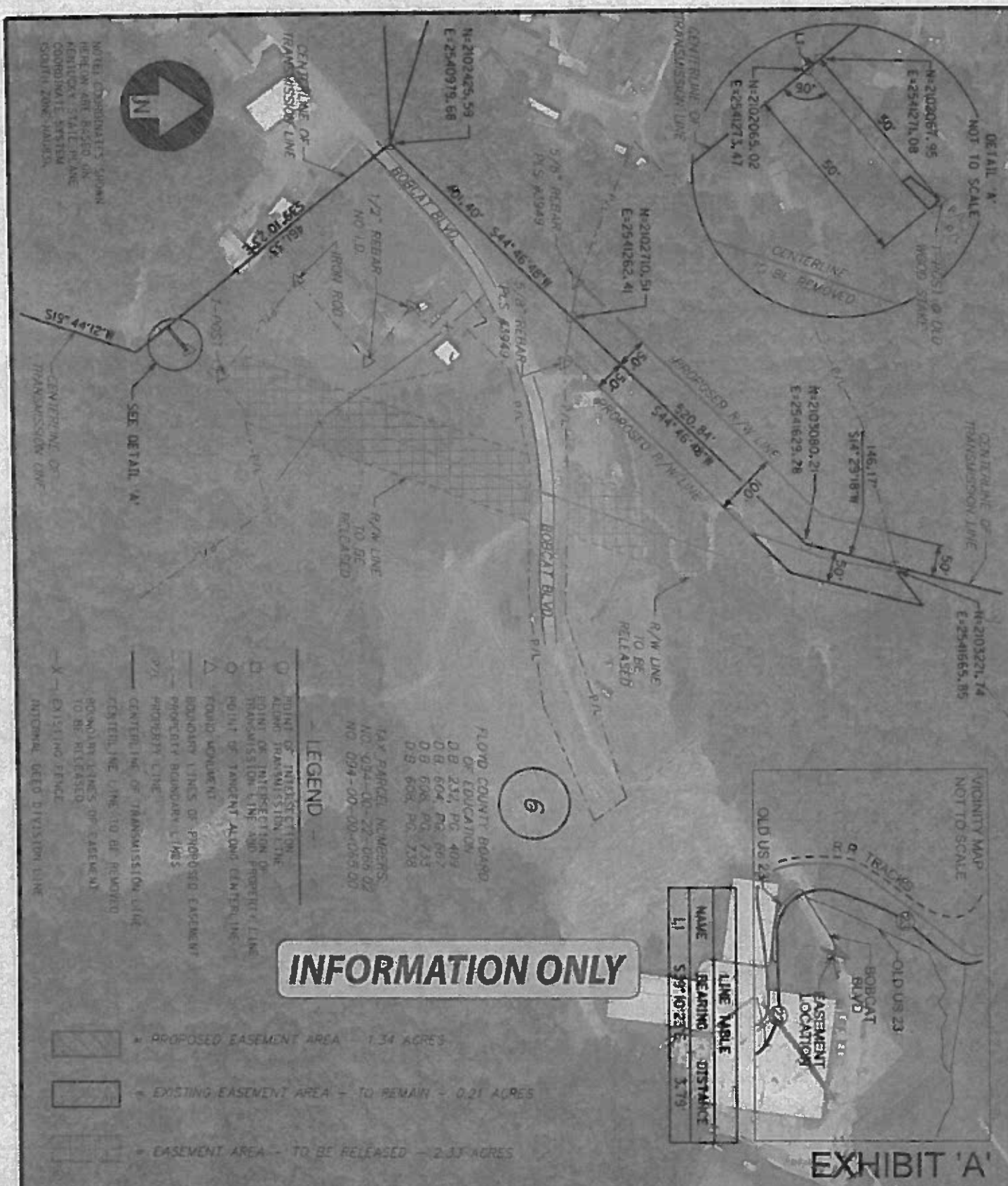
Notary Public (Print/Type Name)

My Commission Expires _____

This instrument prepared by Thomas G. St. Pierre, Assistant General Counsel – Real Estate,
American Electric Power Service Corporation, 1 Riverside Plaza, Columbus, OH 43215 for and
on behalf of **Kentucky Power Company**.

When recorded return to: **Kentucky Power Company** – Transmission Right of Way, 3249
North Mayo Trail, Pikeville, Kentucky 41501-9950

KENTUCKY POWER COMPANY T.L.P.E. - RW ROANOKE, VA
TLN 180:01212
DWG. NO. : SE # 6



LINE	BEARING	DISTANCE
L1	S 87° 10' 23" E	3.79



EXHIBIT 'A'

INFORMATION ONLY

DATE: 08/15/2017	STANVILLE 138KV EXTENSION ACROSS THE PROPERTY OF	KENTUCKY POWER COMPANY T.L.P.E. - RW ROANOKE, VA
SCALE: 1" = 200'	FLOYD COUNTY BOARD OF EDUCATION	TLN 180.01212
DRAWN BY: D.R.D.	FLOYD COUNTY	DWG. NO.: SE # 6
APPROVED BY: KING	KENTUCKY	

Line Name: Stanville Extension

Line No.: TLN180:01212 Easement No.: 6

Parcel(s): 094-0-0-65.0 and 094-0-22-66.02

EASEMENT PAYMENT SCHEDULE

THE UNDERSIGNED:

GRANTOR: Floyd County Board Of Education

ADDRESS: 106 North Front Avenue, Prestonsburg, KY 41653

HEREBY OFFER to accept amount as determined in accordance with the schedule below in full payment of the Easement and Right of Way for an electric transmission, distribution and communication lines, being, in, on, over, under, through and across the land of the Undersigned under an easement dated _____, 2017 from the Undersigned to the Company, to wit:

PAYMENT SCHEDULE

Easement Acquisition Cost Description:	Easement Paid	Damages Paid
Easement Consideration Paid - 1.34 acres +/- @ \$ 1,500.00/ac =	\$ 2,010.00	\$
	\$	\$
	\$	\$
Initial Consideration Paid	\$ 10.00	\$
Total Consideration includes Initial Consideration Paid	\$ 2,020.00	\$

The amounts so determined are full payment for the Easement and Right of Way. Any construction damages will be paid separately unless noted above.

Accepted on _____, 2017

Signed on _____, 2017

Emerald Energy & Exploration Land Company, Contract
Agent for

Kentucky Power Company

GRANTOR

By: _____

By: _____

Field Agent: Thomas Howard

Its: _____

Attach Required W-9

For Office Use Only:

GL	PCBU	Project BPID	Work Order	Account	Dept	CC	Act	ZIP CODE
384	TRANS		42471368			942		