|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
|  | cid:image001.jpg@01D45FAC.0512D180  **Total Compensation Agreement for Permanent Easement(s), Temporary Easement(s), and/or Damages (“Agreement”)**   |  | | --- | |  | | | | | | |
|  |  |  |  |  |  |  |
|  | Duke Energy Kentucky, Inc. ("Duke Energy") | | |  |  |  |
|  | Project Name: | UL60 Phase II | | | IR Number: |  |
|  | Project Tract #: | 1134.00, 1135.00 | | | Consideration: | $17,822 |
|  |  |  |  |  |  |  |
|  | Landowner: | Boone County School District Finance Corporation | | | % Ownership: | 100.00% |
|  | Pay to the Order of: |  | | |  |  |
|  | Deliver Check To: |  | | |  |  |
|  |  |  | | |  |  |
|  |  |  | | |  |  |
|  | Phone: |  | | |  |  |
|  |  |  |  |  |  |  |
|  | In consideration of the right(s) of way and/or easement(s) dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_ (collectively, "Easement") granted by Landowner to Duke Energy, Duke Energy agrees to pay Landowner the following amounts: | | | | | |
|  |
|  |  |  |  |  |  |  |
|  | **PER ACRE FAIR MARKET VALUE ("FMV")** | | **$40,000** |  |  |  |
|  |  |  |  |  |  |  |
|  | **PERMANENT** | **Acres** | **%FMV** |  | | |
|  | Permanent Easement Area | 0.410 | 90% |  | | $14,796 |
|  | **PERMANENT TOTAL** | | | | | **$14,796** |
|  |  |  |  |  |  |  |
|  | **TEMPORARY** | **Acres** | **%FMV** |  | | |
|  | TCE Area | 0.240 | 10% |  | | $963 |
|  | Temp. Access Easement Area | 0.515 | 10% |  | | $2,063 |
|  | **TEMPORARY/CROP DAMAGE TOTAL** | | | | | **$3,026** |
|  |  |  |  |  |  |  |
|  | **DAMAGES** | **SELECT ONE:** | C:\Users\TAMMY~1.JUM\AppData\Local\Temp\msohtmlclip1\01\clip_image006.png   |  | | --- | | **Anticipated Damages** | | | C:\Users\TAMMY~1.JUM\AppData\Local\Temp\msohtmlclip1\01\clip_image006.png   |  | | --- | | **Post-Construction Damages** | | |
|  | Detailed Description of Damages |  | | | |  |
|  |
|  |  | | | |  |
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|  |  | | | |  |
|  |
|  | **DAMAGES TOTAL** | | | | | **$0** |
|  |  |  |  |  |  |  |
|  | **GRAND TOTAL** | | | | | **$17,822** |
|  |  |  |  |  |  |  |
|  | Landowner agrees that all terms, provisions, and conditions of this Agreement and the Easement are and shall remain confidential and Landowner agrees not to disclose any such terms, provisions or conditions to any person or entity. Landowner agrees the amounts paid pursuant to this Agreement shall constitute full and final payment for the Easement and any damages, including crops and timber, described above. This agreement shall be governed by [STATE] law. | | | | | |
|  |
|  |
|  | **Landowner:** |  |  |  | **Date:** |  |
|  |  |  |  |  |  |  |
|  |  |  |  | (SIGN) |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  | (PRINT) |  |  |
|  |  |  |  |  |  |  |
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|  |  |  |  | (SIGN) |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  | (PRINT) |  |  |
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|  |  |  |  |  |  |  |
|  | **Land Agent:** |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  | (SIGN) |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  | (PRINT) |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |