Prepared by: Duke Energy Kentucky, Inc.
Return to: Duke Energy Kentucky, Inc.
Attn: T. Sinclair
139 E. Fourth Street
Cincinnati, OH 45202

Group # 2034A
Parcel # 061.02-26-001.00

EASEMENT

Commonwealth of Kentucky

County of Boone

THIS EASEMENT ("**Easement**") is made this 28 day of July 2021, from **BOONE COUNTY BOARD OF EDUCATION**, whose mailing address is 8330 US Highway 42, Florence, Kentucky 41042 ("**Grantor**"), to **DUKE ENERGY KENTUCKY, INC.**, a Kentucky corporation ("**Grantee**").

Grantor, for and in consideration of the sum of One and 00/100 Dollar ($1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant unto Grantee a perpetual and non-exclusive easement, to construct, reconstruct, operate, patrol, maintain, repair, replace, relocate, add to, modify, and remove electric and communication lines including, but not limited to, all necessary supporting structures, and all other appurtenant apparatus and equipment for the transmission and distribution of electrical energy, and for technological purposes related to the operation of the electric facilities and for the communication purposes of Incumbent Local Exchange Carriers (collectively, "**Facilities**"). Grantor is the owner of that certain property described in the City of Florence, County of Boone and Commonwealth of Kentucky, as recorded in **Deed Book 536, Page 182**, in the Boone County Clerk's Office located in Burlington, Kentucky ("**Property**"). The Facilities shall be underground, except as needed on or above the ground to support the underground Facilities, and located in, upon, along, under, through, and across a portion of the Property within an easement area described as follows: A strip of land fifteen feet (15') in uniform width, lying equidistant on both sides of a centerline,

which centerline shall be established by the center of the Facilities as installed, along with an area ten feet (10') wide on all sides of the foundation of any Grantee enclosure/transformer, vault and/or manhole, and as generally shown on Exhibit "A", attached hereto and becoming a part hereof (hereinafter referred to as the "Easement Area").

The rights granted herein include, but are not limited to, the following:

1. Grantee shall have the right of ingress and egress over the Easement Area, Property, and any adjoining lands now owned or hereinafter acquired by Grantor (using lanes, driveways, and adjoining public roads where practical as determined by Grantee).
2. Grantee shall have the right to trim, cut down, and remove from the Easement Area, at any time or times and using safe and generally accepted arboricultural practices, trees, limbs, undergrowth, other vegetation, and obstructions.
3. Grantee shall have the right to trim, cut down, and remove from the Property, at any time or times and using safe and generally accepted arboricultural practices, dead, diseased, weak, dying, or leaning trees or limbs, which, in the opinion of Grantee, might fall upon the Easement Area or interfere with the safe and reliable operation of the Facilities.
4. Grantee shall have the right to install necessary guy wires and anchors extending beyond the boundaries of the Easement Area.
5. Grantee shall have the right to relocate the Facilities and Easement Area on the Property to conform to any future highway or street relocation, widening, or alterations.
6. Grantor shall not place, or permit the placement of, any structures, improvements, facilities, or obstructions, within or adjacent to the Easement Area, which may interfere with the exercise of the rights granted herein to Grantee. Grantee shall have the right to remove any such structure, improvement, facility, or obstruction at the expense of Grantor.
7. Excluding the removal of vegetation, structures, improvements, facilities, and obstructions as provided herein, Grantee shall promptly repair or cause to be repaired any physical damage to the surface area of the Easement Area and Property resulting from the exercise of the rights granted herein to Grantee. Such repair shall be to a condition which is reasonably close to the condition prior to the damage, and shall only be to the extent such damage was caused by Grantee or its contractors or employees.
8. Notwithstanding anything to the contrary above, the general location of the Facilities is shown on the sketch attached hereto as **Exhibit A** and incorporated herein by reference. The final and definitive location of the Easement Area shall become established by and upon the final installation and erection of the Facilities by Grantee in substantial compliance with Exhibit A.
9. All other rights and privileges reasonably necessary, in Grantee's sole discretion, for the safe, reliable, and efficient installation, operation, and maintenance of the Facilities.

The terms Grantor and Grantee shall include the respective heirs, successors, and assigns of Grantor and Grantee. The failure of Grantee to exercise or continue to exercise or enforce any of the

rights herein granted shall not be construed as a waiver or abandonment of the right thereafter at any time, or from time to time, to exercise any and all such rights.

TO HAVE AND TO HOLD said rights, privilege, and easement unto Grantee, its successors, licensees, and assigns, forever. Grantor warrants and covenants that Grantor has the full right and authority to convey to Grantee this perpetual Easement, and that Grantee shall have quiet and peaceful possession, use and enjoyment of the same.

**IN WITNESS WHEREOF**, Grantor has signed this Easement under seal effective this 28 day of July, 2021.

**BOONE COUNTY BOARD OF EDUCATION**

Signed Name

Maria Brown

Printed Name

Board Chair

Title

_____ OF _____

COUNTY OF Boone

This certificate relates to an acknowledgment in connection with which, no oath or affirmation was administered to the document signer.

The foregoing instrument was acknowledged before me, a notary public in the county and state written above this 28 day of July, 2021 by Maria Brown, as Board Chair of BOONE COUNTY BOARD OF EDUCATION.

Signed: Karen Evans

Printed or Typed Name: Karen Evans

Commission expires: Aug. 3. 2023

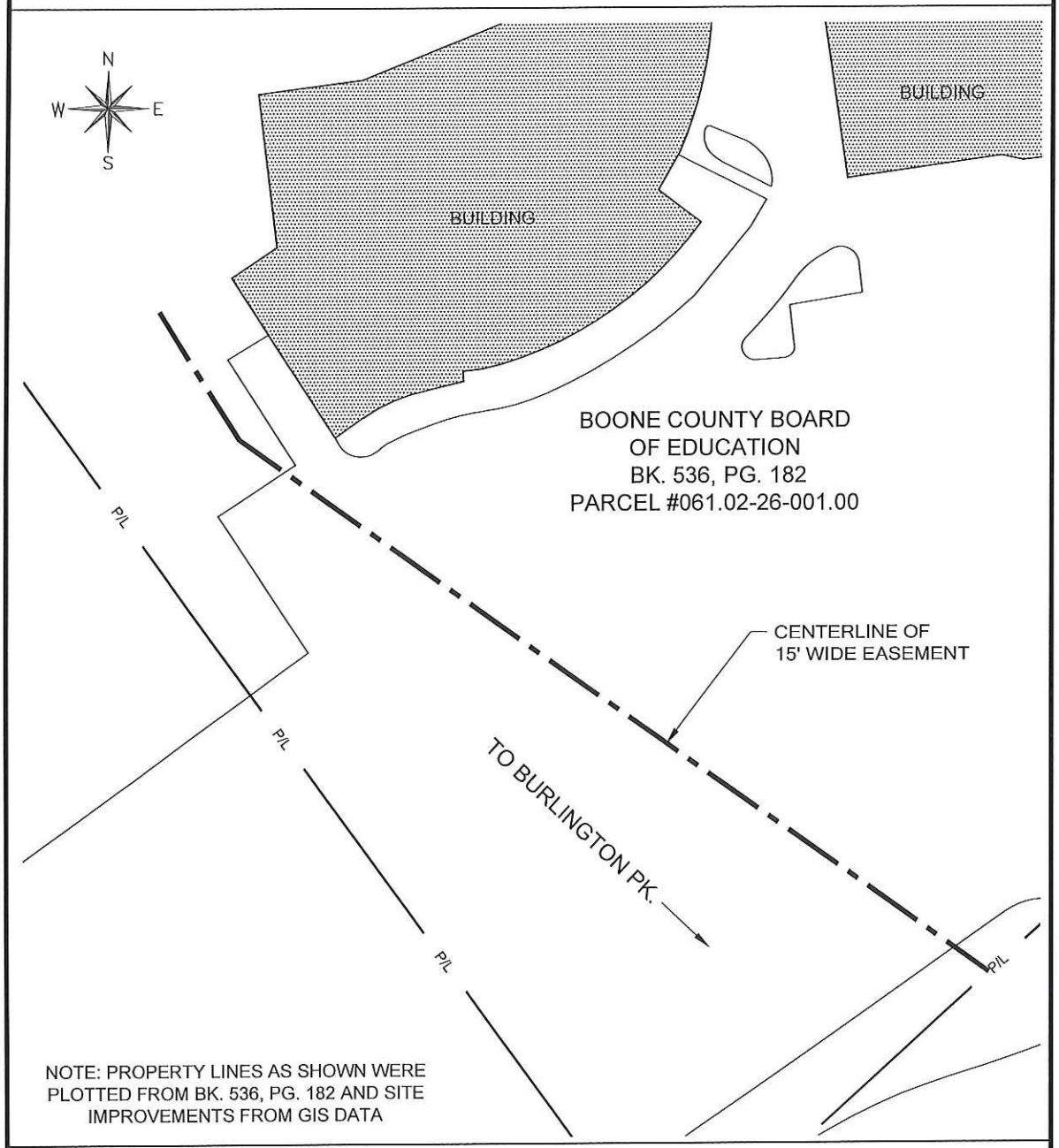
My Commission Number: # 625876

This instrument was prepared by:

Brian Pokrywka, Attorney-at-Law, Duke Energy Kentucky, Inc. 139 East Fourth Street, Cincinnati, OH 45202.

*For Grantee's Internal Use:*
*Work Order #: 40305398*

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




# BOONE COUNTY, COMMONWEALTH OF KENTUCKY

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| DUKE ENERGY. | DR. EH | EXHIBIT MAP OF: EASEMENT | |
| | CK. MT | EXHIBIT MAP FOR: BOONE COUNTY BOARD OF EDUCATION | |
| EXHIBIT 'A' | DATE 07/13/2021 | LOCATION 7056 BURLINGTON PK, FLORENCE, KY | EMAX #40305398 |