



FLOYD COUNTY BOARD OF EDUCATION  
Anna Whitaker Shepherd, Superintendent  
442 KY RT 550  
Eastern, KY 41622  
Telephone (606) 886-2354 Fax (606) 886-4550  
[www.floyd.kyschools.us](http://www.floyd.kyschools.us)

Linda C. Gearheart, Board Chair - District 1  
William Newsome, Jr., Vice-Chair - District 3  
Dr. Chandra Varia, Member - District 2  
Keith Smallwood, Member - District 4  
Steve Slone, Member - District 5

**Consent Agenda Item (Action Item):** Consider/Approve Easement Agreement and Memorandum of Easement Agreement between the Floyd County Board of Education and East Kentucky Network. LL D/B/A Appalachian Wireless.

**Applicable State or Regulations:** 702 KAR 4:090

**Fiscal/Budgetary Impact:** \$10.00 Cash in hand.

**History/Background:** The property was conveyed to the Floyd County Board of Education on January 30, 1978 from the Commonwealth of Kentucky recorded in Deed Book 232, Page 409 located in Stanville, KY. The purpose of the easement is to allow right of way to construct, maintain and operate telephone, fiber and/or power transmission lines and pole along or near the existing roads, if possible, and if not, then in a location to be mutually agreed between the parties.

**Recommended Action:** To approve Easement Agreement and Memorandum of Easement Agreement as presented, pending KDE approval.

**Contact Person(s):** Linda Hackworth  
606-874-9569

N/A  
Principal

Linda Hackworth  
Director

Anna W. Shepherd  
Superintendent

**Date:** September 2, 2021

## **EASEMENT AGREEMENT**

THIS EASEMENT AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by and between **FLOYD COUNTY BOARD OF EDUCATION**, with an address of 442 KY RT 550, Eastern, Kentucky 41622 (hereinafter referred to as "**Grantor**"), and **EAST KENTUCKY NETWORK, LLC D/B/A APPALACHIAN WIRELESS**, a Kentucky limited liability company, whose address is 101 Technology Trail, Ivel, Kentucky 41642 (hereinafter referred to as "**Grantee**").

### W I T N E S S E T H

That for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00), cash in hand paid, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby GRANT, SELL, and CONVEY to the Grantee, its successors and assigns, an easement for ingress and egress from US23 and over any existing roads located on that certain real property in Stanville, Floyd County, Kentucky, which is more particularly described in that certain Deed dated January 30, 1978, by and between the Commonwealth of Kentucky and the Floyd County Board of Education, of record in Deed Book 232, Page 409 in the Floyd County Clerk's Office (hereinafter referred to as the "**Property**").

Grantor further grants Grantee permission to construct and maintain a new road across any property of Grantor to be used exclusively by Grantee. Grantor also conveys to Grantee an easement and right of way to construct, maintain and operate telephone, fiber and/or power transmission lines and poles along or near the existing roads, if possible, and if not, then in a location to be mutually agreed between the parties, with Grantor's agreement not to be unreasonably withheld. Grantor shall execute instruments granting any easements requested by any utility company to provide utility services to the Property. Grantee shall have the right, but

not the obligation, to maintain the easement and to trim or remove trees, limbs or underbrush which may interfere with its roads or power/telephone/fiber lines, wherever such roads and lines are located. Grantee shall have the absolute right to convey, assign, or otherwise transfer, in whole or in part, the easement and rights of way herein granted to Grantee.

TO HAVE AND TO HOLD the same with all appurtenances and privileges thereunto belonging unto the Grantee, its successors and assigns forever, with covenant of GENERAL WARRANTY.

**[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.]**

IN TESTIMONY WHEREOF, the parties have hereunto subscribed their names as of the date set forth herein.

**GRANTOR:**

**FLOYD COUNTY BOARD OF EDUCATION**

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

Its: \_\_\_\_\_

COMMONWEALTH OF KENTUCKY  
COUNTY OF FLOYD

The foregoing instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by \_\_\_\_\_, \_\_\_\_\_ of Floyd County Board of Education, Grantor.

Notary Public

Commission No.: \_\_\_\_\_

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

**[SIGNATURES CONTINUE ON NEXT PAGE]**

**GRANTEE:**

**EAST KENTUCKY NETWORK, LLC D/B/A  
APPALACHIAN WIRELESS**

\_\_\_\_\_  
By: W.A. Gillum  
Its: CEO/General Manager

COMMONWEALTH OF KENTUCKY  
COUNTY OF FLOYD

The foregoing instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2021, by W.A. Gillum, CEO/General Manager of East Kentucky Network, LLC d/b/a Appalachian Wireless.

\_\_\_\_\_  
Notary Public  
Commission No.: \_\_\_\_\_

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

This instrument was prepared by:

\_\_\_\_\_  
Krystal Branham, Attorney  
101 Technology Trail  
Ivel, Kentucky 41642  
(606) 477-2355

## **MEMORANDUM OF EASEMENT AGREEMENT**

THIS MEMORANDUM OF EASEMENT AGREEMENT is made and entered into on this \_\_\_\_ day of \_\_\_\_\_, 2021, by and between **FLOYD COUNTY BOARD OF EDUCATION**, with an address of 442 KY RT 550, Eastern, Kentucky 41622 (hereinafter referred to as "**Grantor**"), and **EAST KENTUCKY NETWORK, LLC D/B/A APPALACHIAN WIRELESS**, a Kentucky limited liability company, with a mailing address of 101 Technology Trail, Ivel, Kentucky, 41642, hereinafter referred to as "**Grantee**."

### **WITNESSETH**

1. **Grant of Easement.** For good and valuable consideration, Grantor conveyed to Grantee an easement for ingress and egress from US23 across and over any existing roads located on that certain tract of real estate located in Stanville, Floyd County, Kentucky, and being a portion of the same land conveyed to Grantor by Deed dated January 30, 1978, of record in Deed Book 232, Page 409, in the Floyd County Clerk's Office (hereinafter referred to as the "**Property**"). The Grantor has also granted unto Grantee other associated rights for installation of utilities, maintenance, and other purposes. Grantee has the absolute right to convey, assign, or otherwise transfer, in whole or in part, the easement and rights of way granted to Grantee in the Easement Agreement.

3. **Binding Effect.** All of the terms, conditions, and covenants hereof shall be binding and inure to the benefit of the parties and their respective heirs, representatives, successors, and assigns.

4. **Purpose.** This Memorandum of Easement Agreement is prepared solely for the purpose of recordation, and is not intended to, nor shall it be deemed to, modify any of the terms and conditions set forth in the Easement Agreement, nor to construe any of the rights, duties or

responsibilities of Grantor and Grantee. In the event of any conflict between the terms and conditions of this Memorandum and the terms and conditions of the Easement Agreement, the terms and conditions of the Easement Agreement shall supersede and control.

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**IN WITNESS WHEREOF**, Grantor and Grantee have caused their names to be signed  
hereto, as of the date(s) indicated below.

**GRANTOR:**

**FLOYD COUNTY BOARD OF EDUCATION**

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

Its:

COMMONWEALTH OF KENTUCKY  
COUNTY OF FLOYD

The foregoing instrument was acknowledged before me on this \_\_\_\_\_ day of  
\_\_\_\_\_, 2021, by \_\_\_\_\_,  
\_\_\_\_\_ of Floyd County Board of Education, Grantor.

\_\_\_\_\_  
Notary Public

Commission No.: \_\_\_\_\_

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

**[SIGNATURES CONTINUE ON NEXT PAGE.]**



**GRANTEE:**

**EAST KENTUCKY NETWORK, LLC D/B/A  
APPALACHIAN WIRELESS**

\_\_\_\_\_  
By: W.A. Gillum  
Its: CEO/ General Manager

**COMMONWEALTH OF KENTUCKY  
COUNTY OF FLOYD**

The foregoing instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2021, by W.A. Gillum, CEO/General Manager of East Kentucky Network, LLC d/b/a Appalachian Wireless, Grantee.

\_\_\_\_\_  
Notary Public  
Commission No.: \_\_\_\_\_

My Commission Expires \_\_\_\_\_.

This instrument was prepared by:

\_\_\_\_\_  
Krystal Branham, Attorney  
101 Technology Trail  
Ivel, Kentucky 41642  
(606) 477-2355