

DATE:

4/20/2022

AGENDA ITEM (ACTION ITEM):

Consider / Approve the proposed Consent to Easement with Duke Energy for purposes of installing new underground electrical services to White's Tower Elementary in conjunction with the construction of the new addition and renovation to the building.

APPLICABLE BOARD POLICY:

702 KAR 4:160

HISTORY/BACKGROUND:

The proposed grant of easement with Duke Energy is for purposes of installing new underground electrical services to White's Tower Elementary in conjunction with the construction of the new addition to the building. The Easement is required by Duke Electric for the transmission and distribution of electrical energy and associated uses.

FISCAL/BUDGETARY IMPACT:

None

RECOMMENDATION:

Approve the proposed Consent to Easement with Duke Energy for purposes of installing new underground electrical services to White's Tower Elementary in conjunction with the construction of the new addition and renovation to the building.

CONTACT PERSON:

Rob Haney, Chief Operations Officer

Principal/Administrator

Rob Haney

District Administrator

[Signature]

Superintendent

Use this form to submit your request to the Superintendent for items to be added to the Board Meeting Agenda

Principal – Complete, print, sign and send to your Director. Director – if approved, sign and put in the Superintendent's mailbox

Prepared by: Duke Energy Kentucky, Inc.
Return to: Duke Energy Kentucky, Inc.
Attn: T. Sinclair
139 E. Fourth Street
Mail Code: EF320
Cincinnati, Ohio 45202

Group # IND
Parcel # 047-00-00-040.00

EASEMENT

Commonwealth of Kentucky

County of Kenton

THIS EASEMENT ("**Easement**") is made this ____ day of _____ 2022, from
BOARD OF EDUCATION OF THE KENTON COUNTY SCHOOL DISTRICT, whose mailing
address is 1055 Eaton Drive, Fort Wright, Kentucky 41017 ("**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
Independence, County of Kenton and Commonwealth of Kentucky, as recorded in **Deed Book 374,**
Page 187, in the Kenton County Clerk's Office located in Covington, 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 ____ day of _____, 2022.

**BOARD OF EDUCATION OF THE KENTON COUNTY
SCHOOL DISTRICT**

Signed Name

Printed Name

Title

_____ OF _____
COUNTY OF _____

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 _____ day of _____, 2022 by _____, as _____ BOARD OF EDUCATION OF THE KENTON COUNTY SCHOOL DISTRICT.

SEAL:

Signed: _____

Printed or Typed Name: _____

Commission expires: _____

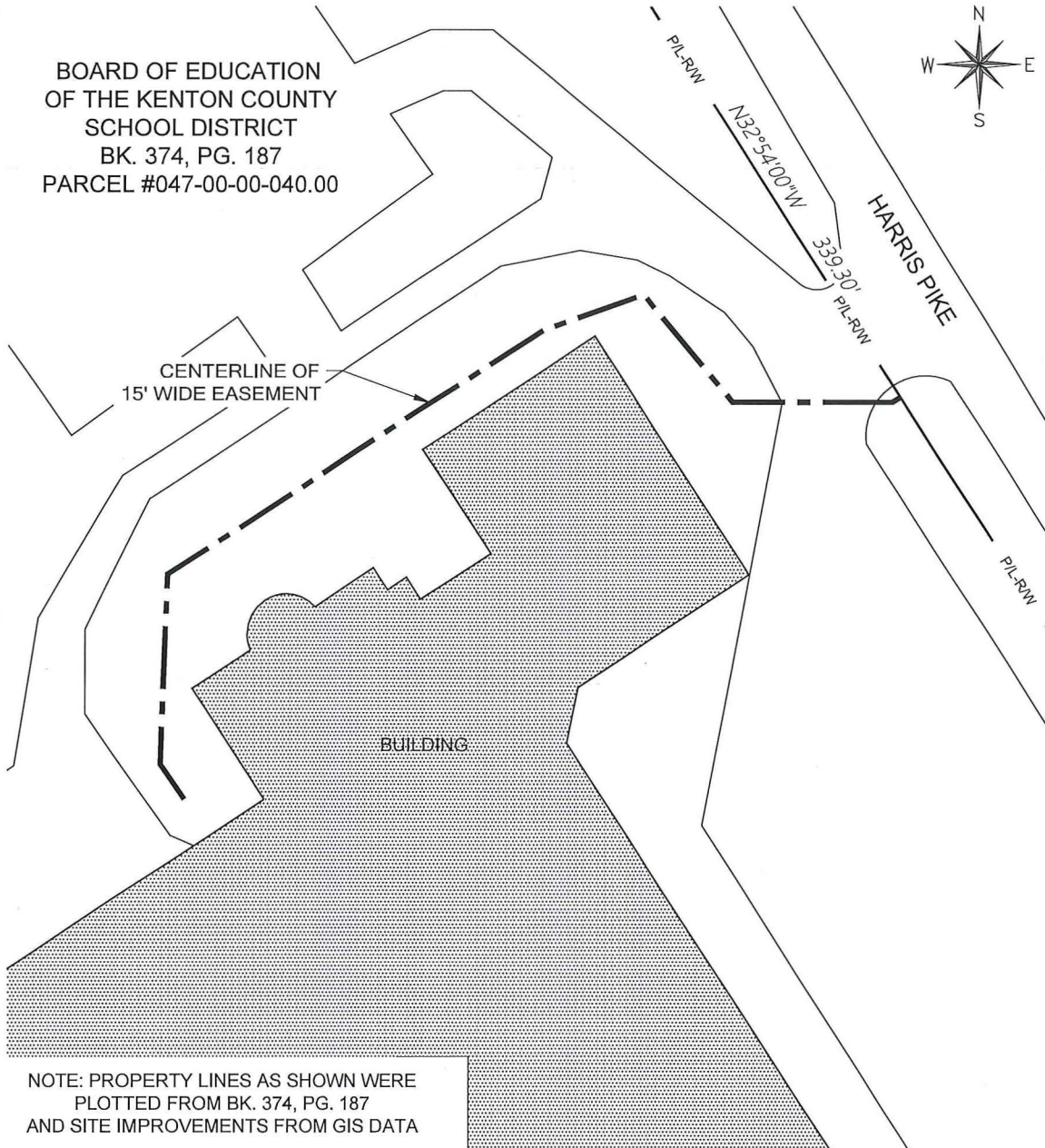
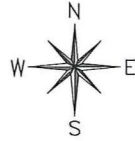
My Commission Number: _____

This instrument was prepared by:

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

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

BOARD OF EDUCATION
OF THE KENTON COUNTY
SCHOOL DISTRICT
BK. 374, PG. 187
PARCEL #047-00-00-040.00



NOTE: PROPERTY LINES AS SHOWN WERE
PLOTTED FROM BK. 374, PG. 187
AND SITE IMPROVEMENTS FROM GIS DATA

KENTON COUNTY, COMMONWEALTH OF KENTUCKY



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|------------|---|----------------|
| DR. MC | EXHIBIT MAP OF: EASEMENT | |
| CK. AM | EXHIBIT MAP FOR: BOARD OF EDUCATION OF THE KENTON COUNTY SCHOOL DISTRICT | |
| DATE | LOCATION | |
| 01/10/2022 | 2977 HARRIS PK, INDEPENDENCE, KY | EMAX #43906583 |

EXHIBIT 'A'