



Kenton County School District | It's about ALL kids.

Issue Paper

DATE:
1/11/2024

AGENDA ITEM (ACTION ITEM):

Consider / Approve the proposed Consent to Easement with Duke Energy for purposes of installing new underground electrical service to the Support Operations Center in conjunction with the new construction.

APPLICABLE BOARD POLICY:

01.1 Legal Status of the Board; 04.31 Authority to Encumber and Expend Funds; 702 KAR 4:160

HISTORY/BACKGROUND:

The proposed grant of easement with Duke Energy for purposes of installing new underground electrical services to the Support Operations Center is in conjunction with the new construction. A Consent to Easement is required by Duke Energy as to a certain right of way and easement 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 service to the Support Operations Center in conjunction with the new construction

CONTACT PERSON:

Matt Rigg, Chief Operations Officer

<i>Principal/Administrator</i>	 <i>District Administrator</i>	 <i>Superintendent</i>
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*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: Tom Sinclair
2010 Dana Ave
Mail Code: EF320
Cincinnati, Ohio 45207

Group # IND
Parcel # 048-00-00-138.00

EASEMENT

Commonwealth of Kentucky
County of Kenton

THIS EASEMENT ("**Easement**") is made this 5th day of February 2024, from **KENTON COUNTY BOARD OF EDUCATION n/k/a KENTON COUNTY SCHOOL DISTRICT FINANCE CORPORATION**, an agency and instrumentality of the Kenton County School District, a political subdivision of the Commonwealth of Kentucky, 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 125, Page 261**, 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 _____, 2024.

**KENTON COUNTY BOARD OF EDUCATION n/k/a
KENTON COUNTY SCHOOL DISTRICT FINANCE
CORPORATION,**

an agency and instrumentality of the Kenton County School District, a political subdivision of the Commonwealth of Kentucky

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 _____, 2024 by _____, as _____ of KENTON COUNTY BOARD OF EDUCATION, an agency and instrumentality of the Kenton County School District, a political subdivision of the Commonwealth of Kentucky on behalf of such entity.

SEAL:

Signed: _____

Notary Public: _____

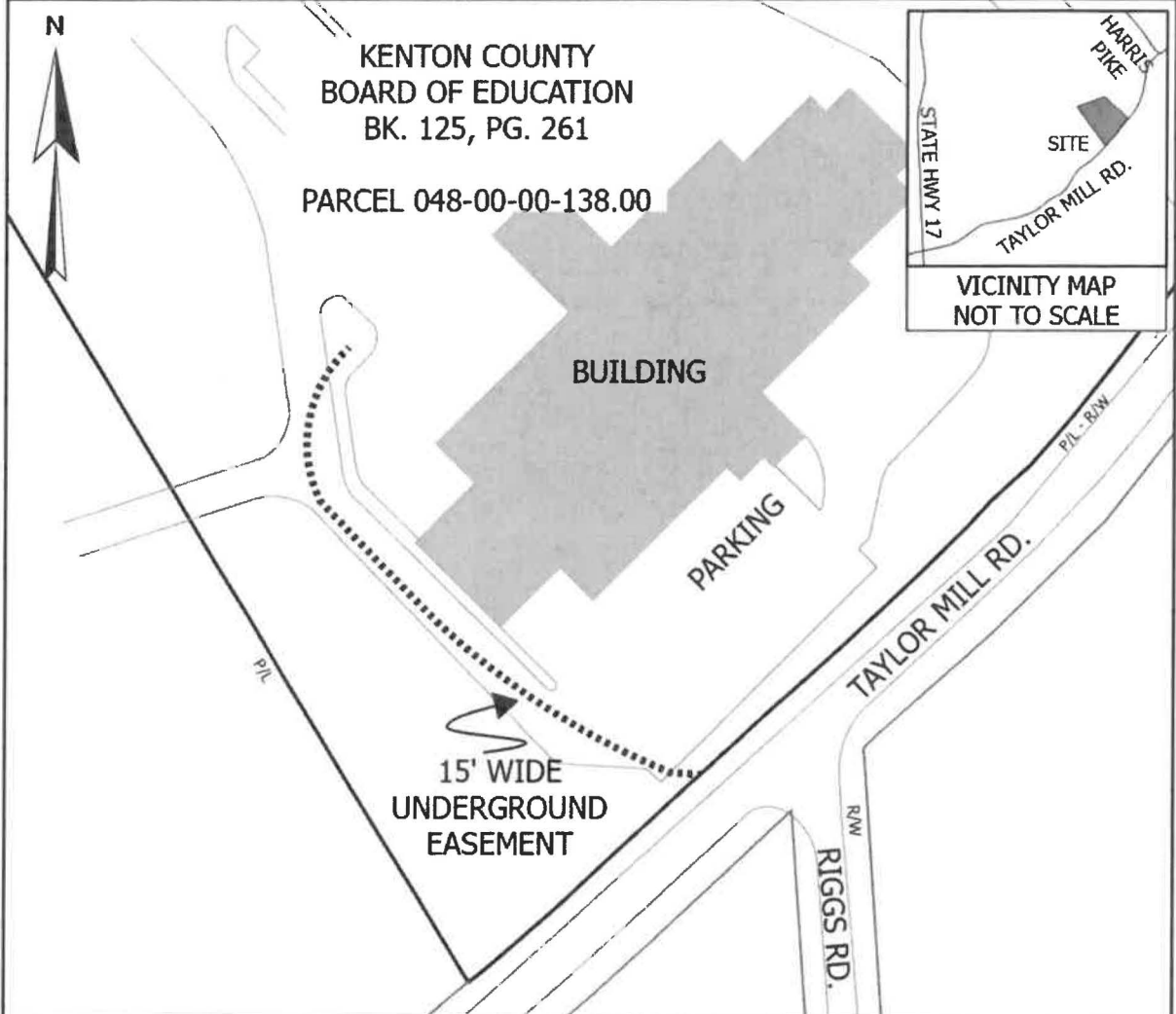
Commission Expires: _____

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 MAP IS NOT A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS AND HAS NOT BEEN REVIEWED FOR COMPLIANCE WITH RECORDING REQUIREMENTS FOR PLATS.



LOCATIONS SHOWN ARE APPROXIMATE. THE ACTUAL CENTERLINE LOCATION OF THE UTILITY LINE IS THE CENTERLINE OF THE EASEMENT.

KENTON COUNTY
COMMONWEALTH OF KENTUCKY

	DR. KH	EXHIBIT MAP OF EASEMENT	
	CK. TS	EXHIBIT MAP FOR KENTON COUNTY BOARD OF EDUCATION	EXHIBIT A
	DATE 12/27/2023	LOCATION 11800 TAYLOR MILL RD., INDEPENDENCE, KY	WO# 51875557-20