

**WOODFORD COUNTY BOARD OF EDUCATION  
AGENDA ITEM**

**ITEM #:** 30010 **DATE:** May 13<sup>th</sup>, 2024

**TOPIC/TITLE:** KU Easement for new WCHS project

**PRESENTER:** Shane Smith

**ORIGIN:**

- TOPIC PRESENTED FOR INFORMATION ONLY (No board action required.)
- ACTION REQUESTED AT THIS MEETING
- ITEM IS ON THE CONSENT AGENDA FOR APPROVAL
- ACTION REQUESTED AT FUTURE MEETING: (DATE)
- BOARD REVIEW REQUIRED BY

- STATE OR FEDERAL LAW OR REGULATION
- BOARD OF EDUCATION POLICY
- OTHER:

**PREVIOUS REVIEW, DISCUSSION OR ACTION:**

- NO PREVIOUS BOARD REVIEW, DISCUSSION OR ACTION
- PREVIOUS REVIEW OR ACTION

- DATE:
- ACTION:

**BACKGROUND INFORMATION:**

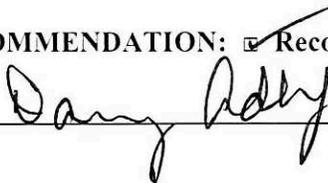
An easement with KU for an underground utility to provide electricity to the new high school is required to be approved by the local board before going on to the state facilities group.

**SUMMARY OF MAJOR ELEMENTS:**

**IMPACT ON RESOURCES:**

**TIMETABLE FOR FURTHER REVIEW OR ACTION:**

**SUPERINTENDENT'S RECOMMENDATION:**  Recommended  Not Recommended



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## DEED OF EASEMENT

The undersigned, **WOODFORD COUNTY SCHOOL DISTRICT FINANCE CORPORATION**, of 330 Pisgah Pike, Versailles, KY 40383 ("Grantor"), does hereby grant and convey unto **KENTUCKY UTILITIES COMPANY**, a Kentucky corporation, with a mailing address of One Quality Street, Lexington, KY 40507, its successors and assigns ("Company"), the right, power, and privilege to construct, reconstruct, operate, and maintain an electric line or lines, communications systems, and all equipment and facilities related thereto, on, over, and under Grantor's property located at **145 School House Road, Versailles, KY 40383 (PVA Parcel No. 19-0000-019-08)** and in the area as further described below. The Company is further granted the right of ingress and egress over the lands of the Grantor to and from said facilities in the exercise of this easement. The Company is further granted the right to trim, remove, and otherwise control any and all trees and other vegetation located on said easement or located within **10** feet of the centerline of the Company's facilities; furthermore, the Company is granted the right to trim or remove any trees that, in the Company's judgment, are at risk of falling in a manner that could pose a risk to Company's facilities or might otherwise interfere with the operation and maintenance of said facilities.

**The electric easement is twenty feet (20') in width with approximate easement square footage being 32,800 sq. ft., and labeled as 20' KU Easement, as shown on the Exhibit A, attached hereto and made a part hereof.**

The Grantor, their successors, heirs or assigns, may use and enjoy the lands crossed by this easement, except, however, that such use shall not conflict with any of the rights and privileges herein granted. In particular, but by no way of limitation, Grantor shall not conduct any activities that restrict Company's access to its facilities or result in violations of applicable laws and regulations, such as structures or swimming pools that violate clearance requirements to electrical facilities.

Company acknowledges and agrees that if the need for the electric distribution lines, communication systems, and all equipment and facilities related thereto no longer exists, or should the electric distribution lines, communication systems, and all equipment and facilities be abandoned for any reason, this Deed of Easement shall revert back to the exclusive unrestricted control of the Grantor.

Title to the property was acquired by the Grantor by Deed dated June 29, 2012, and recorded in Deed Book 268, Page 433, in the County Clerk's Office of Woodford County, Kentucky which reference is hereby specifically made for the description therein contained.

It is further agreed that the Company will restore the property to substantially the same condition that the property was in prior to installation, maintenance, or repair of the electric facilities, except that the Company will not restore or be liable for any damage for trimming, removing, or otherwise controlling trees or vegetation as permitted by this easement.

IN WITNESS WHEREOF, witness the signature of the Grantor this \_\_\_\_ day of \_\_\_\_\_, 2024.

**GRANTOR**

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

**Print:** \_\_\_\_\_

**Title:** \_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_ (print), a Notary Public in and for the State and County aforesaid, do hereby certify that the foregoing instrument was acknowledged, subscribed, and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, to be their free act and voluntary deed.

My commission expires \_\_\_\_\_, 20\_\_\_\_.

WITNESS MY HAND this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
**NOTARY PUBLIC**

**Notary Number:** \_\_\_\_\_

Prepared by:

Work Request # 7344684

\_\_\_\_\_  
Joe Mandlehr, Corporate Attorney  
PPL Services Corporation  
220 West Main Street, Louisville, KY 40202