

DATE:

1/24/2025

AGENDA ITEM (ACTION ITEM):

Consider / Approve the proposed Consent to Easement with Duke Energy for purposes of installing new and future electrical service to the Central Office building at 2044 Tuscanyview Dr., Covington, KY.

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 and future electrical services to the Central Office building 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 and future electrical service to the Central Office building at 2044 Tuscanyview Dr., Covington, KY.

CONTACT PERSON:

Matt Rigg, Chief Operations Officer

Principal/Administrator



District Administrator



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: Megan Johnson
1000 E Main St
Mail Code: WP989
Plainfield, Indiana 46168

Group # IND
Parcel # 043-00-00-100.10

EASEMENT

Commonwealth of Kentucky
County of Kenton

THIS EASEMENT ("**Easement**") is made this ____ day of _____, 20____, from **KENTON COUNTY BOARD OF EDUCATION**, whose mailing address is 1055 Eaton Drive, Ft. Wright, KY 41017 ("**Grantor**", whether one or more), 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 Covington, County of Kenton and Commonwealth of Kentucky, as recorded in **Deed Book KC 233, Page 712**, in the Kenton County Clerk's Office located in Covington, Kentucky ("**Property**").

The Facilities shall be overhead, except as needed on or under the ground to support the overhead Facilities, and located in, upon, over, along, through, and across a portion of the Property within an easement area described as follows:

A strip of land thirty-two feet (32') in uniform width, lying equidistant on both sides of a centerline, which centerline shall be established by the center of the Facilities as installed, 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. Grantor shall retain the right to use the Easement Area in any manner provided such use is not inconsistent with the rights granted herein to Grantee.
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 _____, 20____.

KENTON COUNTY BOARD OF EDUCATION

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 _____, 20____ by _____, as
_____ of KENTON COUNTY BOARD OF EDUCATION.

SEAL:

Signed: _____

Notary Public: _____

Commission Expires: _____

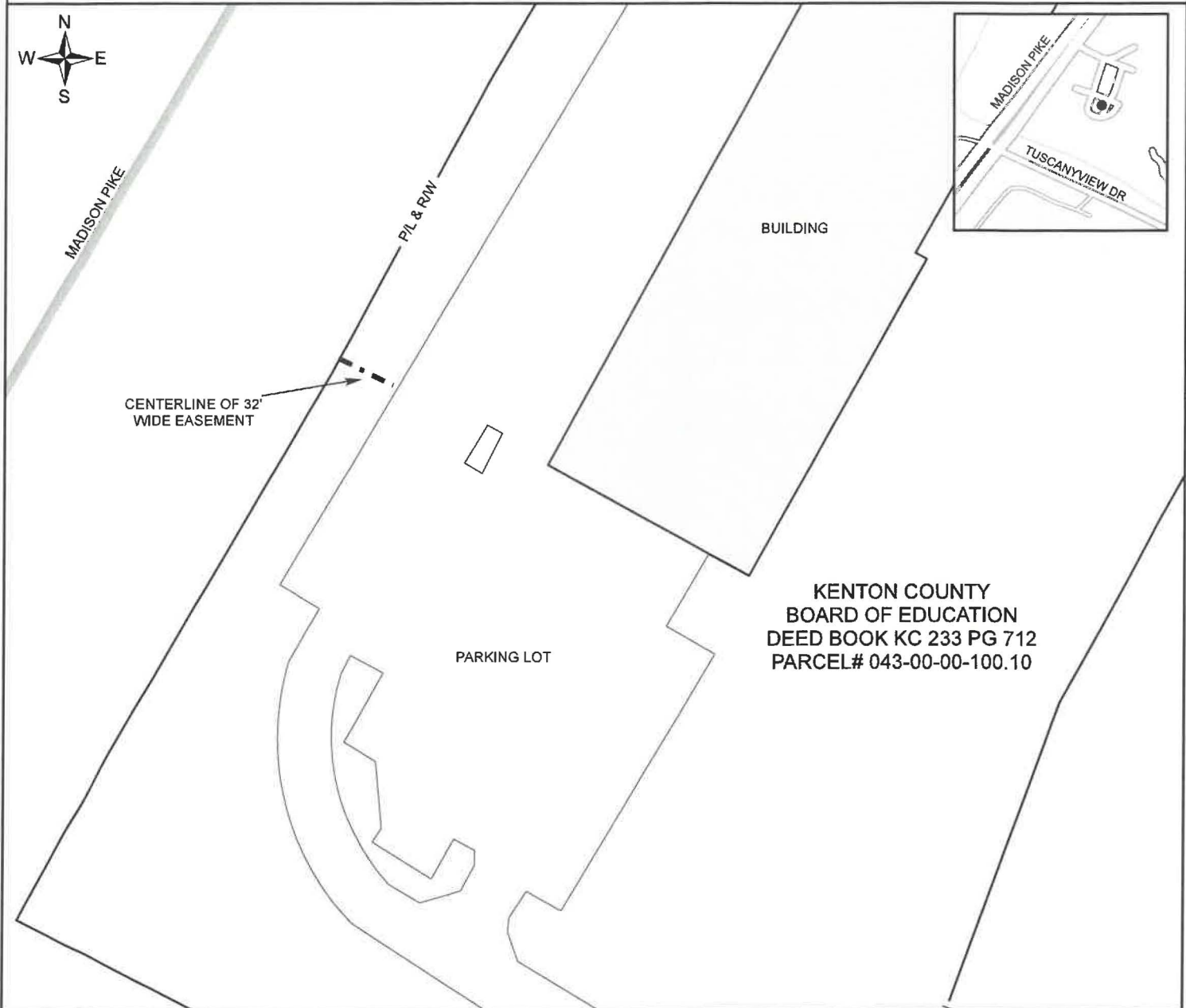
My Commission Number: _____

This instrument was prepared by:

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


EXHIBIT A

THIS MAP MAY NOT BE 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

CITY OF COVINGTON, KENTON COUNTY, COMMONWEALTH OF KENTUCKY

	DR.	EXHIBIT MAP OF: EASEMENT	
	ORC	EXHIBIT MAP FOR:	
	CK.	KENTON COUNTY BOARD OF EDUCATION	
	ORC		
DATE: 11/18/2024		LOCATION: MADISON PIKE, COVINGTON, KY	WO# 55835632-20