

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

Issue Paper

DATE:

05/21/2026

AGENDA ITEM (ACTION ITEM):

Consider / Approve the proposed easement with Duke Energy to cover the electrical service from a Duke power pole to the building transformer at River Ridge Elementary school, pending Board Attorney review and approval of the easement document.

APPLICABLE BOARD POLICY:

01.1 Legal Status of the Board

HISTORY/BACKGROUND:

As part of the River Ridge site circulation improvement project, the primary electric feed from a Duke power pole to the building transformer is being lowered in the ground to match the revised grade of the new parking lot and drive lane. The area in which Duke will be performing their work on District property is not covered by an easement. In order for Duke to complete the required work, Duke's engineering team is requiring an easement between the pole and the transformer. Duke's team was unable to complete the legal description section of the easement prior to the June 1, 2026 Board of Education meeting, and in order to keep the construction project on time, it is necessary to have the Board Attorney review and approve the easement once all legal information is added to the provided easement template. The template is consistent with similar approvals made previously throughout the District, with the most recent similar approval being at the Support Operations Center in February 2024.

FISCAL/BUDGETARY IMPACT:

None

RECOMMENDATION:

Approve the proposed easement with Duke Energy to cover the electrical service from a Duke power pole to the building transformer at River Ridge Elementary school, pending Board Attorney review and approval of the easement document.

CONTACT PERSON:

Matt Rigg, Chief Operations Officer

Principal/Administrator

Matt Rigg

District Administrator

[Signature]

Superintendent

Prepared by: Duke Energy Kentucky, Inc.
Return To: Duke Energy Kentucky, Inc.
Attn: Megan Miller
1000 E Main St
Mail Code: WP989
Plainfield, Indiana 46168

Group # 3019
Parcel # 001-00-00-027.06

EASEMENT

Commonwealth of Kentucky
County of Kenton

THIS EASEMENT ("**Easement**") is made this ____ day of _____, 20____, from **KENTON COUNTY SCHOOL DISTRICT FINANCE CORPORATION**, a Kentucky nonprofit corporation, 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 Villa Hills, County of Kenton and Commonwealth of Kentucky, as recorded in **Deed Book 1049, Page 188**, in the Kenton County Clerk's Office located in Convington, 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 _____, 20____.

KENTON COUNTY SCHOOL DISTRICT FINANCE CORPORATION
a Kentucky nonprofit corporation

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 SCHOOL DISTRICT FINANCE CORPORATION, a(n) nonprofit corporation organized under the laws of Kentucky, on behalf of such nonprofit corporation.

SEAL:



Signed: _____

Notary Public: _____

Commission Expires: _____

My Commission Number: _____

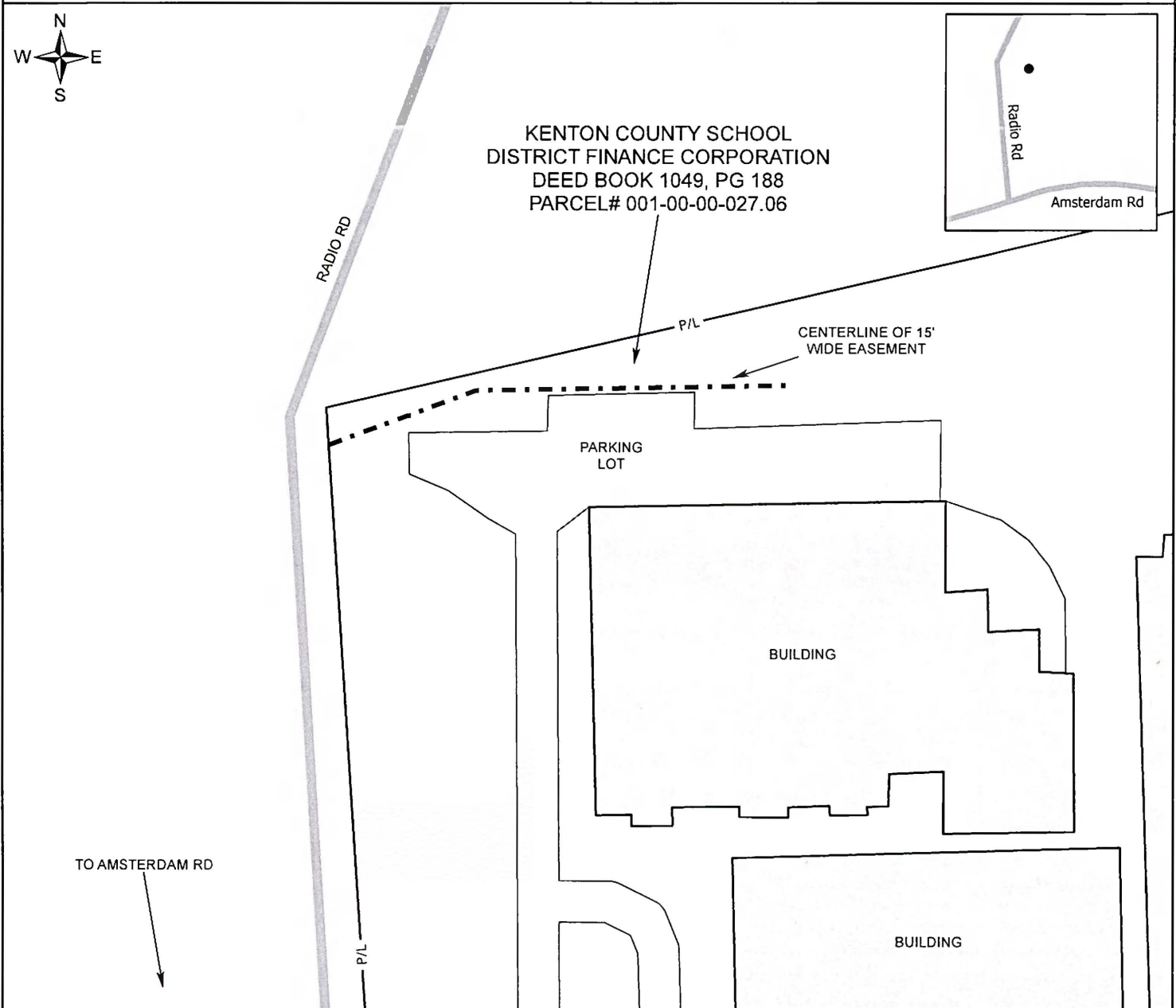
This instrument was prepared by:

Sheena McGee Leach

Sheena McGee Leach, 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

KENTON COUNTY, COMMONWEALTH OF KENTUCKY

	DR. ORC	EXHIBIT MAP OF: EASEMENT	
	CK. ORC	EXHIBIT MAP FOR: KENTON COUNTY SCHOOL DISTRICT FINANCE CORPORATION	
	DATE: 5/21/2026	LOCATION: 2772 AMSTERDAM RD, VILLA HILLS, KY	WO# 62133175-20