

Eastern Kentucky University
Board of Regents

Special Called Meeting
Agenda

July 26, 2021

2:00 p.m.

Primary Physical Viewing Location: Powell 219
Regents participating via Video Teleconference

Public Viewing Link: <https://epresence.eku.edu/bor-meeting>

- I. **Call to Order** (Lewis Diaz, J.D., Board Chair)
 - A. Swearing in of New Regent, Ashley Ward
 - B. Swearing in of Re-Appointed Regent, Laura Babbage
- II. **Information Items**
 - A. President's Report (Dr. David McFaddin)
- III. **Action Items**
 - A. Re-elect Vice Chair and Secretary (Lewis Diaz, J.D.)
 - B. Approval of Kentucky Utilities Easements for Ky Wired Project (Whitney Crowe, J.D.)
- IV. **Adjourn**

DEED OF EASEMENT

The undersigned, **COMMONWEALTH OF KENTUCKY, for the use and benefit of Eastern Kentucky University**, of 521 Lancaster Avenue, Richmond, Kentucky, 40475 (“Grantor”), for valuable consideration, receipt of which is hereby acknowledged (said consideration for this instrument is not measurable in money), does hereby grant and convey unto **KENTUCKY UTILITIES COMPANY**, a Kentucky corporation, whose mailing address is One Quality Street, Lexington, Kentucky 40507, its successors and assigns (“Company”), the right, power, and privilege to construct, reconstruct, operate, enlarge, extend, repair, relocate, patrol, and maintain an electric line or lines, communications systems, and all equipment and facilities related thereto, including, but not limited to, transformers, poles, conduit, cables and wires, over or under our property located at 1 Pennington Lane Corbin, Kentucky, 40701. 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, provided, however, that in exercising such right of ingress and egress the Company will, whenever practicable to do so, use regularly established roads or passageways. The easement shall include the area required, if any, for placement of anchors and down guys outside the originally described easement area, as such placement may be deemed necessary by the Company for the initial construction and any future upgrades. Grantor further grants and conveys to the Company the right to trim and remove any and all trees, shrubs, structures and obstacles located on said easement or located in such proximity thereto that in falling might interfere with the operation and maintenance of said facilities. Furthermore, in consideration of the company’s bringing its service to the property of the Grantor, the Grantor grants to the Company such right of way across their property as may be necessary to enable the Company to make further extensions of its lines.

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 not by way of limitation, Grantor shall not construct or maintain any building, signs, towers, antennas, swimming pool or any other structure along or upon the right-of-way described herein nor make any changes in grade to the lands crossed by this easement without the express consent in writing of the Company.

The electric easement is thirty feet (30’) in width with the centerline of the easement being the centerline of the facilities as constructed by Company, such facilities including but not limited to the existing K.U. utility pole running thence 273° W for a distance of 115’+/- and terminating in the lands of the undersigned.

Title to the property was acquired by the Grantor by Deed dated October 5, 1999 and recorded in Deed Book 412 Page 439 in the County Clerk’s Office of Whitley County, Kentucky, which reference is hereby specifically made for the description therein contained.

It is further agreed that the Company, at its option, will repair, restore, or pay to the Grantor for damages that may be caused by it in the exercise of this easement, except that the Company will not be liable for any damage for trimming or removing trees, shrubs, structures or obstacles in the manner and to the extent herein above specified.

IN WITNESS WHEREOF, witness the signature of the Grantor this ____ day of _____, 20__
for and on behalf of Eastern Kentucky University as authorized by official act of the Board of Regents of Eastern Kentucky University on July 26, 2021.

Signature

Print Name

Title

COMMONWEALTH OF KENTUCKY

COUNTY OF _____

I, _____, 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:



Joe Mandlehr, Corporate Attorney
LG&E and KU Services Company
220 West Main Street, Louisville, Kentucky 40202
Phone: (502) 627-3227

DEED OF EASEMENT

The undersigned, **COMMONWEALTH OF KENTUCKY, for the use and benefit of Eastern Kentucky University**, of 521 Lancaster Avenue, Richmond, Kentucky, 40475 (“Grantor”), for valuable consideration, receipt of which is hereby acknowledged (said consideration for this instrument is not measurable in money), does hereby grant and convey unto **KENTUCKY UTILITIES COMPANY**, a Kentucky corporation, whose mailing address is One Quality Street, Lexington, Kentucky 40507, its successors and assigns (“Company”), the right, power, and privilege to construct, reconstruct, operate, enlarge, extend, repair, relocate, patrol, and maintain an electric line or lines, communications systems, and all equipment and facilities related thereto, including, but not limited to, transformers, poles, conduit, cables and wires, over or under our property located at 50 University Drive Manchester, Kentucky, 40962. 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, provided, however, that in exercising such right of ingress and egress the Company will, whenever practicable to do so, use regularly established roads or passageways. The easement shall include the area required, if any, for placement of anchors and down guys outside the originally described easement area, as such placement may be deemed necessary by the Company for the initial construction and any future upgrades. Grantor further grants and conveys to the Company the right to trim and remove any and all trees, shrubs, structures and obstacles located on said easement or located in such proximity thereto that in falling might interfere with the operation and maintenance of said facilities. Furthermore, in consideration of the company’s bringing its service to the property of the Grantor, the Grantor grants to the Company such right of way across their property as may be necessary to enable the Company to make further extensions of its lines.

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 not by way of limitation, Grantor shall not construct or maintain any building, signs, towers, antennas, swimming pool or any other structure along or upon the right-of-way described herein nor make any changes in grade to the lands crossed by this easement without the express consent in writing of the Company.

The easement is an electric easement twenty feet (20’) in width with the centerline of the easement being the centerline of the facilities as constructed by the Company, such facilities including but not limited to the existing KU pad mount transformer; running thence 257° W for a distance of 25’+/- and terminating in the lands of the undersigned.

Title to the property was acquired by the Grantor by Deed dated May 18, 2007 and recorded in Deed Book 286 Page 668 in the County Clerk’s Office of Clay County, Kentucky, which reference is hereby specifically made for the description therein contained.

It is further agreed that the Company, at its option, will repair, restore, or pay to the Grantor for damages that may be caused by it in the exercise of this easement, except that the Company will not be liable for any damage for trimming or removing trees, shrubs, structures or obstacles in the manner and to the extent herein above specified.

IN WITNESS WHEREOF, witness the signature of the Grantor this _____ day of _____, 20__
for and on behalf of Eastern Kentucky University as authorized by official act of the Board of Regents of Eastern Kentucky University on July 26, 2021.

Signature

Print Name

Title

COMMONWEALTH OF KENTUCKY

COUNTY OF _____

I, _____, 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__.

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