

**COMMONWEALTH OF KENTUCKY
FINANCE AND ADMINISTRATION CABINET
EASEMENT**

THIS GRANT OF EASEMENT, made and entered into by and between Carroll County Board of Education, (marital status) N/A of (address), P.O. Bx.#90, Carrollton, KY. 41008 hereinafter referred to as "the Grantor(s)," and the **COMMONWEALTH OF KENTUCKY**, by and through the **FINANCE AND ADMINISTRATION CABINET**, for the use and benefit of the **KENTUCKY COMMUNICATIONS NETWORK AUTHORITY**, an agency of the Commonwealth of Kentucky, 702 Capitol Avenue, Room 452, Frankfort, Kentucky 40601, together with its successors, assignees, licensees, lessees and agents, hereinafter referred to as the "Grantee."

WITNESSETH:

That for and in consideration of the public benefit to be derived from the citizens of the Commonwealth of Kentucky, and other good and valuable consideration, the receipt and sufficiency of such consideration being hereby acknowledged by the Grantor, the Grantor does hereby grant, transfer and convey to the Grantee, its successors and agents assignees, licensees, lessees, a perpetual 20' easement (hereinafter, the "Easement") to construct, reconstruct, inspect, operate, patrol, maintain, repair, replace, relocate, add to, modify and remove above and/or below ground telecommunication lines, including right to connect additional customers to said facilities, and any telephone, telegraph and television facilities on the same poles or structures or buried with the electric facilities, communications system, including, but without limitation, fiber optic cables or other communication lines, utility wires, poles, cables, conduits, pipes, and all appurtenances thereto, over, upon and under the right-of-way hereafter described; together with the right of ingress and egress over the lands of the undersigned to and from said facilities in the exercise of the rights and privileges herein granted, provided (hereinafter referred to as the "Facilities") for all technological purposes (including but not limited to the provision of telecommunications and internet services), and any other electric, communication or other facilities on the same poles or structures or buried with the Facilities, with the right to permit the attachment, colocation or other joint use of the cables, lines, wires, apparatus, fixtures and appliances of any other company or person to said poles or structures or buried with the Facilities for communications or other purposes, in, over, upon, under, through and across the land of the Grantor which land was acquired by Grantor by Deed dated 12-31-1965, and recorded in Deed Book 64, Page 73, Deed Book 64, Pages 78-82 in the County of CARROLL, Parcel (PVA)#18-17, and as further designated on Exhibit A.

The Grantee herein, its successors and assigns, shall have, and it is hereby granted that the Easement shall include the right of reasonable ingress and egress to and from the Easement Premises over that portion of the Grantor's real property for construction of the Facilities and the refresh, repair and maintenance of the

Facilities. Grantee shall not be liable for damages caused by its removal of trees, undergrowth, and brush within the Easement Premises necessary or appropriate for the enjoyment of the Easement.

Grantor hereby grants to Grantee a temporary construction easement of twenty-five feet (25') running parallel and along and abutting the easement property as depicted in Exhibit A, the temporary construction easement will terminate upon completion of said Facilities. Improvements approved by the Grantee may be placed on the Easement Property which are compatible with the use of the easement and Facilities.

Nothing contained herein shall constitute a waiver of any right that Grantor may have for any damages to Grantor's property outside of the Easement Premises caused by Grantee's action. If Grantee's action causes damage to any of Grantor's existing improvements, including houses, garages, shops, sheds, and fences, or growing crops, which are within the Easement Premises, Grantee shall pay reasonable compensation to the Grantor for such damage to the extent provided by law.

The Grantor agrees that it will forebear constructing any building or other permanent improvement over or across the right-of-way of the above-described easement, but reserves to itself the right to construct within the limits of said easement fences and temporary structures over, along or across the right-of-way of said easement, as long as the erection of said fences or other temporary structures does not substantially interfere with the Grantee's rights granted hereunder, or violate any applicable codes, statutes or regulations

TO HAVE AND TO HOLD, the above-described easement thereunto belonging, unto the Grantee, its successors and assigns, assignees, licensees, lessees forever, hereinafter referred to as the "Grantee."

IN TESTIMONY WHEREOF, witness the signature of William M. Landrum, III, Secretary of the Finance and Administration Cabinet, Commonwealth of Kentucky, affixed hereto for and on behalf of said Commonwealth as authorized and provided by Chapters 45A and 56 of the Kentucky Revised Statutes, as of this ____ day of _____, 2017.

GRANTOR:

By: _____

(print name)

Date: _____

GRANTOR:

By: _____

(print name)

Date: _____

GRANTEE:
COMMONWEALTH OF KENTUCKY

By: _____

William M. Landrum III, Secretary
Finance and Administration Cabinet

COMMONWEALTH OF KENTUCKY)
)
COUNTY OF CARROLL)

The foregoing Grant of Easement was acknowledged before me by _____
on this _____ day of September, 2017.

My Commission expires: February 24th, 2021

COMMONWEALTH OF KENTUCKY)
)
COUNTY OF FRANKLIN)

The foregoing Grant of Easement was acknowledged before me by William M. Landrum III, Secretary
of the Finance and Administration Cabinet, on behalf of the Commonwealth of Kentucky, Grantee, pursuant to
K.R.S. 45A and 56, on this ____ day of _____, 2017.

My Commission expires: _____.

This Instrument Prepared By:

Patrick W. McGee, Attorney
Finance and Administration Cabinet
Office of General Counsel
702 Capitol Avenue
Room 392, Capitol Annex Building
Frankfort, Kentucky 40601
(502) 564-6660

Return Recorded Instrument to:

Cherie Zeka
Black & Veatch Corporation
On Behalf of NG-KIH DB LLC
6800 W 115th St, Suite 2292
Overland Park, KS 66211
(913) 458-7789

PLEASE CALL ME REGARDING THE COMMONWEALTH OF KENTUCKY INSTALLING A FIBER OPTIC CABLE
~~ON THE EXISTING POLES.~~ WE NEED TO UPDATE THE EASEMENTS. THANK YOU



WHAT IS THE KENTUCKYWIREDMIDDLE MILE PROJECT?

The KentuckyWired Middle Mile plan was contracted by the Commonwealth of Kentucky to bring over 3,400 miles of high-speed, high capacity fiber optic Internet connectivity to its 120 counties. KentuckyWired will significantly improve connectivity, increase speeds, and offer some of the fastest broadband capacity in the United States, helping to break down geographic and financial barriers to education and economic development, and help connect Kentuckians to the world.

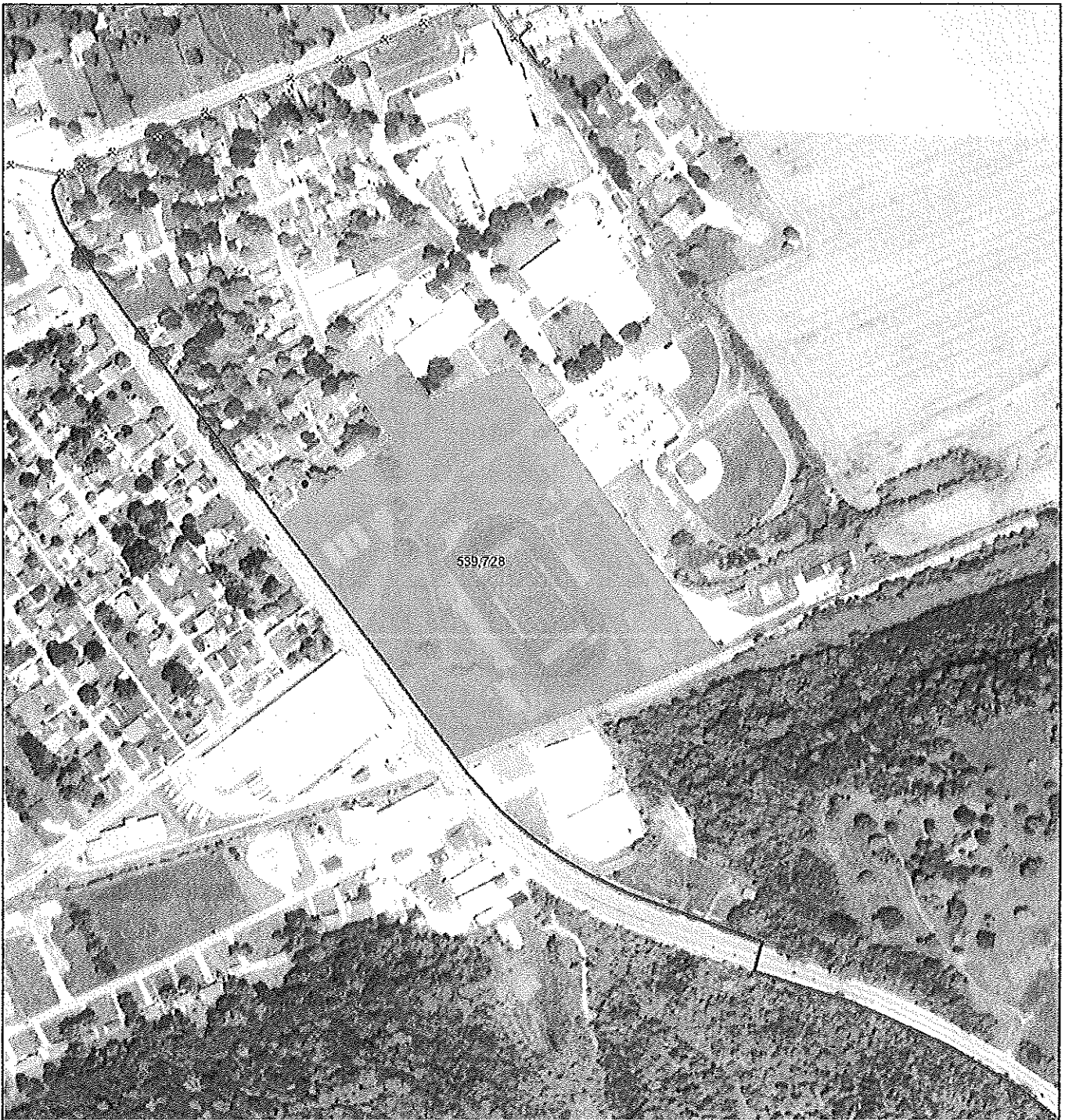
A Public-Private Partnership (PPP) with Macquarie Capital and a team of market-specialists was created to develop the robust and reliable fiber "backbone" infrastructure. Leducor Group of Companies and Overland Contracting Inc., a Black & Veatch Company, make up the Design Build Team (NG-KIH DBLLC Contractors) and have signed definitive agreements rolling up to the Commonwealth to help develop, design, and build the network. Leducor will operate and maintain the network for the next 30 years.

www.kentuckywiredproject.com

www.kentuckywired.ky.gov

Dennis Terry
RIGHT OF WAY SPECIALIST
956-223-9022

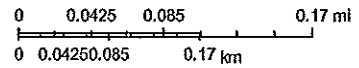
Exhibit A - PVA# 18-17 - Carroll Co. - Site Acq ID 539728



September 3, 2017

- × DESIGN - Poles
- DESIGN - Guy Lines
- DESIGN - Fiber**
- Other
- Aerial
- Underground
- DESIGN - Sites**
- CAI
- ADMINISTRATIVE - Parcels**
- Other Values

1:4,514



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community