

**HARDIN COUNTY FISCAL COURT
RESOLUTION NO. 2015-134**

BE IT RESOLVED, upon recommendation of Judge/Executive Harry L. Berry, to approve the attached Transmission Line Easement granting Eastern Kentucky Power Cooperative, Inc an easement for the installation of an electrical transmission line through county property, known as Pearl Hollow Landfill. The attached easement describes the details and alignment.

BE IT FURTHER RESOLVED, to authorize the County Judge/Executive and County Attorney to sign all documents concerning the agreement.

ADOPTED, by the Hardin County Fiscal Court in its regular meeting of 25 August 2015.



Harry L. Berry
Hardin County Judge/Executive

ATTEST:



Debbie Donnelly
Hardin County Clerk



Doc ID: 009860880003 Type: DEE
Kind: EASEMENT - DEED
Recorded: 09/03/2015 at 11:31:19 AM
Receipt#: 2015-00010667
Page 1 of 3
Fees: \$17.00
Hardin County Clerk
Debbie Donnelly Clerk

W.O. # 21869
Parcel # 15
Prefix WF

TRANSMISSION LINE EASEMENT

BK **1413** PG **1512-1514**

Hardin County, P. O. Box 568, Elizabethtown, Kentucky, 42702, hereinafter referred to as GRANTOR for and in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, have bargained and sold, and do hereby grant, sell and convey to EAST KENTUCKY POWER COOPERATIVE, INC., of P.O. Box 707, Winchester, Kentucky 40392-0707, its successors and assigns, hereinafter referred to as the COOPERATIVE, a transmission line easement for those purposes and with those rights as are hereinafter described, across that real property located in Hardin County, Kentucky, on or near, Bluegrass Parkway, approximately 9 miles from the town of Elizabethtown, Kentucky with said easement right-of-way lying fifty (50) feet on either side of a centerline more particularly described as follows and illustrated on Attachment A:

BEGINNING at a point between the subject land herein noted and Blue Grass Parkway at Kentucky State Plane, Single Zone Coordinates N: 3787665 E: 4927406 and running thence S 01° 07' 48" E a total distance of approximately 1351 feet to a point of intersect at Kentucky State Plane, Single Zone Coordinates N: 3786314 E: 4927379 at point of intersect and running thence S 20° 59' 27" E a total distance of approximately 2043 feet to a point of intersect at Kentucky State Plane, Single Zone Coordinates N: 3784406 E: 4928111 and running thence S 36° 15' 00" E a total distance of approximately 678 feet to a point of intersect at Kentucky State Plane, Single Zone Coordinates N: 3783859 E: 4928512 and running thence S 69° 57' 12" E a total distance of approximately 403 feet to a point of intersect at Kentucky State Plane, Single Zone Coordinates N: 3783721 E: 4928891 and running thence S 15° 11' 40" E a total distance of approximately 1818 feet to a point of intersect at Kentucky State Plane, Single Zone Coordinates N: 3781966 E: 4929368 and running thence S 43° 56' 24" E a total distance of approximately 331 feet to a point of intersect at Kentucky State Plane, Single Zone Coordinates N: 3781728 E: 4929598 and running thence S 28° 34' 31" E a total distance of approximately 2928 feet between the subject land herein

noted and the land at Larry Rust at Kentucky State Plane, Single Zone

Coordinates N: 3779156 E: 4930998.

Lying across a portion of the same property conveyed from Larry Hall, to Hardin County Building, and recorded in Deed Book # 777 at Page # 262, in the Hardin County Clerk's Office.

The right to enter upon the GRANTOR's lands to construct, reconstruct, erect, upgrade, repair, maintain, use, remove, replace or relocate on centerline, an electric transmission line and system and all related equipment, including OPGW (optical ground-wire) for electric utility purposes, over, across, under and upon said lands, together with the right of ingress and egress over the said lands to and from said line or system in the exercise of rights and privileges herein granted, along with all other rights necessary or useful in order to accomplish such ingress and egress; provided, however, that in exercising such rights of ingress and egress, the COOPERATIVE will, whenever practicable to do so, use regularly established highways or farm roads; the right to construct and install necessary guying structures outside the defined easement right of way (upon written agreement of each location by Hardin County) ; said rights also include the right to cut, fell or otherwise control any and all trees and other vegetation located on the property herein described and to remove any structures or other obstructions located upon said easement right-of-way; or any and all other trees which are of such height that in falling they might as determined by the COOPERATIVE come in contact with said line or system; and it is understood that all merchantable timber resulting will be cut in lengths specified in writing by the GRANTORS, except that none shall be cut shorter than eight and one-half (8-1/2) feet; if not specified as provided above, said timber shall be cut in lengths determined by the COOPERATIVE; said timber and any tree trimmings and brush shall be left along the north side of said easement for the use of GRANTORS except in the area running along the entrance road for a distance of approximately 4072 feet , in which all fallen timber and brush shall be totally removed from the easement, and the Cooperative will repair the area affected by said easement by sowing a hardy grass such as Ky Fescue during the next growing season after final completion of said construction. Temporary coverage to provide erosion prevention and sediment control may be required if directed by the County Engineer.

The COOPERATIVE shall pay for all damages that may be caused to fences, gates, crops, animals and other property, including the land not actually occupied by the poles and anchors, as a result of it constructing, maintaining, repairing or operating said line and related facilities, except that it is specifically understood that COOPERATIVE shall not be liable for cutting or felling trees and other vegetation and removing any structures or other obstructions beyond the manner and to the extent hereinabove specified; and COOPERATIVE shall also remain liable for any damages sustained because of its negligence in the operation and maintenance of said line and related facilities.

The GRANTOR, their successors, heirs, or assigns, are free to use and enjoy the lands crossed by said easement, except, however that such use shall not conflict with any rights or privileges herein granted to the COOPERATIVE. However, it is specifically understood that should additional buildings, signs, towers, antennas, or any other structures be required by Hardin County for expansion of the Pearl Hollow Landfill operations and or any changes in grade be required to the lands crossed by this easement, the Cooperative will be required to relocate, one time, the electrical transmission line, all supporting devices and easement to a location suitable to both parties. All expenses of the relocation shall be the responsibility of the Cooperative It is further understood that all poles, wires, and other related

