



**FLOYD COUNTY BOARD OF EDUCATION**  
**Stephen A. Trimble, Superintendent**  
**106 North Front Avenue**  
**Prestonsburg, Kentucky 41653**  
**Telephone (606) 886-2354 Fax (606) 886-8862**  
**www.floyd.kyschools.us**

**Sherry Robinson- Chair - District 5**  
**Dr. Chandra Varla, Vice-Chair - District 2**  
**Linda C. Gearheart, Member - District 1**  
**William Newsome, Jr., Member - District 3**  
**Rhonda Meade, Member - District 4**

**Consent Agenda Item (Action Item):** Consider/Approve Easements between Commonwealth of Kentucky and Administration Cabinet/Floyd County Board of Education.

**Applicable Statute or Regulation:** Chapter 01 (01.11) General Powers and Duties of the board.

**Fiscal/Budgetary Impact:** NA

**History/Background:**

KCNA (Kentucky Wired) network will consist of more than 3,000 miles of fiber optic cable serving over 1,000 network sites statewide. These easements allow fiber optic installed on the utility poles in front of Betsy Layne Elementary.

**Recommended Action:** To approve easement pending KDE approval. Attached is a quick facts sheet explaining the Kentucky wired project.

**Contact Person(s):** Gregory Adams/606-874-9569

  
Director

  
Superintendent

**Date:** September 25, 2017

**The Floyd County Board of Education does not discriminate on the basis of race, color, national origin, age, religion, marital status, sex, or disability in employment, educational programs, or activities as set forth in Title IX & VI, and in Section 504.**

# KCNA

KentuckyWired

## Quick Facts

### Current Status

- Construction began in mid-2015 and includes make ready engineering, survey and design work, and fiber huts. This includes more than 646 government agency locations, more than 84 KCTCS campuses, all state universities, and additional miscellaneous sites such as the Center for Rural Development.
- KCNA is using existing infrastructure wherever possible, which minimizes costs and engages local providers. The Commonwealth has already entered into agreements with Cincinnati Bell, East Kentucky Network (EKN) and Bluegrass Network (BGN) to lease their fiber rather than build new. Additional discussions are ongoing.
- Approximately 70 telecommunications, electric and municipal utilities across the state are important partners for access to poles. To date, KCNA has pole attachment agreements for ~50,500 poles, or 85% out of approximately 59,000 poles needed statewide.
- KCNA is in negotiations with other entities including other local telecom providers, RECCs, and cities to expand partnerships and leverage existing infrastructure.
- The complexity of the project and number of entities involved has impacted the aggressive construction schedule established under the initial agreement. Because of delays in obtaining some pole attachment agreements, it is projected that there may be a delay of 15-22 months in the SOAR region and 4-8 months in the total statewide project.
- The \$30 million appropriation by the general assembly has been used to purchase equipment, such as fiber optic cable. To date, approximately \$14.2 million has been spent on ~2400 miles of fiber optic cable and approximately \$2.6 million of other equipment (huts, conduit, strand, vaults, covers, generators, racks, and transfer switches).
- To date, approximately \$141 million has been spent which includes closing costs and approximately \$39.9 million on debt service.

### Project Overview

- KentuckyWired (KYW) network will consist of more than 3,000 miles of fiber optic cable serving over 1,000 network sites statewide.
  - KYW is the "interstate highway infrastructure system" connecting the worldwide Internet to "exit ramps" closer to a community.
  - The KYW network will provide broadband services to state government agencies and public postsecondary schools, including KCTCS.

- KYW will be built based on government/post-secondary education current needs with excess capacity, which allows for future growth; provides service to other public institutions, such as libraries; and potential wholesale use.
- KYW is "open access" meaning that cities, partners and businesses may acquire access to the network to provide last mile services directly to customers.
- KYW is not an Internet service provider and will not provide Internet service to end users such as consumers or businesses.
- Approximately 85% of the fiber will be installed primarily on poles; the remaining 15% will be underground.
- Construction of the network begins in the SOAR region followed by the rest of the state.
  - Concurrent construction for Louisville-Lexington-Northern Kentucky allows for connection to worldwide web points of presence in Cincinnati and Louisville. It also provides network redundancy. This portion of KYW is crucial to broadband expansion in the SOAR region and the I-75 corridor.

#### **Project financing**

- \$324.4 million in funding for construction
  - \$30M general fund appropriation
  - \$23.5 federal grant from the Appalachian Regional Commission for use in the SOAR region
  - \$270.9M in private bond funds
- The Commonwealth already pays for Internet services. Those payments, currently \$28.5M annually, will be repurposed to pay for KYW. The Commonwealth gets more capacity, higher speeds and better reliability for the same cost. The excess capacity is what local providers will be able to access.

#### **Public Private Partnership (P3)**

- Private sector partners are Macquarie Capital, Black & Veatch, Fujitsu, First Solutions and Ledcor.
- Partners will design, build, operate and maintain the network for a term of 30 years. The Commonwealth will own the network.
- When possible, local Kentucky companies will be used to provide construction and maintenance services.

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

**THIS GRANT OF EASEMENT**, made and entered into by and between **Floyd County Board Of Education**, of **Prestonsburg, Ky.**, 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 **3<sup>rd</sup> day of May, 2002** and recorded in Deed Book **472**, Page **424**, in the County of **Floyd**, Parcel # **094-30-12-003.01**, 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 forbear 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: \_\_\_\_\_

GRANTEE:  
COMMONWEALTH OF KENTUCKY

By: \_\_\_\_\_

William M. Landrum III, Secretary  
Finance and Administration Cabinet

COMMONWEALTH OF KENTUCKY )  
 )  
COUNTY OF \_\_\_\_\_ )

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by  
\_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_,  
on behalf of the corporation as its duly authorized representative, and that he being authorized to do so  
within the capacity of his office, executed the foregoing instrument for the purposes therein contained.

**My Commission expires:** \_\_\_\_\_.

COMMONWEALTH OF KENTUCKY )  
 )  
COUNTY OF FRANKLIN )

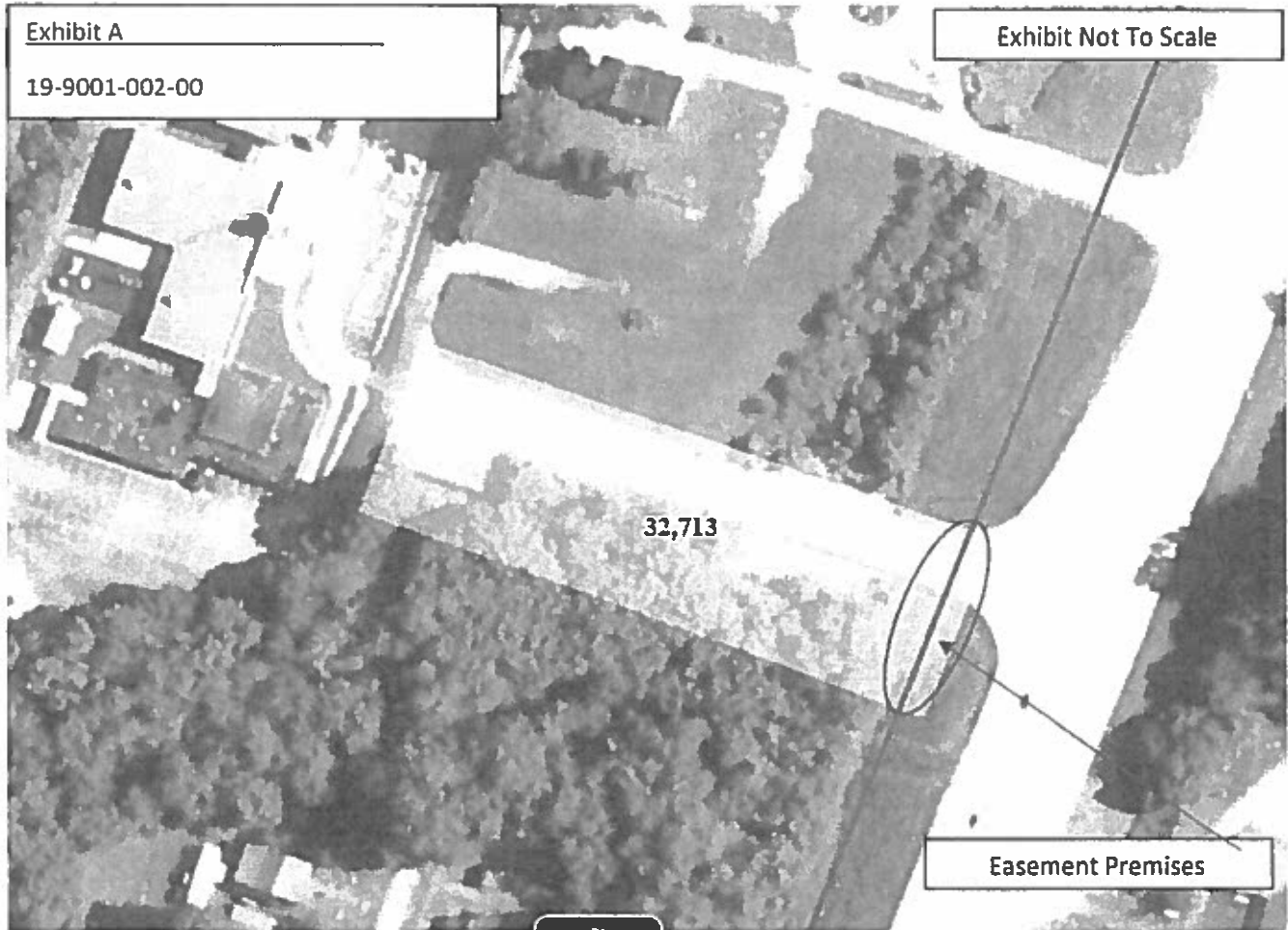
The foregoing Grant of Easement was acknowledged before me by William M. Landrum III, Secretary of the Finance and Administration Cabinet, on behalf of the Commonwealth of Kentucky, Grantee, pursuant to K.R.S. 45A and 56, on this \_\_\_\_ day of \_\_\_\_\_, 2017.

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 115<sup>th</sup> St, Suite 2292  
Overland Park, KS 66211  
(913) 458-7789

## Exhibit A



Owner Initials \_\_\_\_\_