



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

Issue Paper

DATE:

6/17/2022

AGENDA ITEM (ACTION ITEM):

Consider / Approve the proposed Consent to Easement with Duke Energy for purposes of installing new underground electrical services to RC Hinsdale Elementary in conjunction with the construction of the new addition to the building.

APPLICABLE BOARD POLICY:

702 KAR 4:160

HISTORY/BACKGROUND:

A Consent to Easement is required by Duke Electric as to a certain right of way and easement for the transmission and distribution of electrical energy and associated uses. New underground electrical services are required for the new addition and renovations at RC Hinsdale Elementary School.

FISCAL/BUDGETARY IMPACT:

None

RECOMMENDATION:

Approve the proposed Consent to Easement with Duke Energy for purposes of installing new underground electrical services to RC Hinsdale Elementary in conjunction with the construction of the new addition to the building.

CONTACT PERSON:

Rob Haney, Chief Operations Officer

Principal/Administrator

Rob Haney

District Administrator

[Signature]

Superintendent

Use this form to submit your request to the Superintendent for items to be added to the Board Meeting Agenda

Principal – Complete, print, sign and send to your Director. Director – if approved, sign and put in the Superintendent's mailbox

Prepared by: Duke Energy Kentucky, Inc.
Return to: Duke Energy Kentucky, Inc.
Attn: T. Sinclair
139 E. Fourth Street
Mail Code: EF320
Cincinnati, Ohio 45202

Group # 3021
Parcel # 030-10-15-008.00

EASEMENT

Commonwealth of Kentucky
County of Kenton

THIS EASEMENT ("**Easement**") is made this ____ day of _____ 2022, from **KENTON COUNTY SCHOOL DISTRICT FINANCE CORPORATION**, an agency and instrumentality of the Kenton County School District, a political subdivision of the Commonwealth of Kentucky, whose mailing address is 1055 Eaton Dr, Fort Wright, Kentucky 41017 ("**Grantor**"), 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 Edgewood, County of Kenton and Commonwealth of Kentucky, as recorded in Deed Book 1105, Page 335, in the Kenton County Clerk's Office located in Covington, 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 _____, 2022.

KENTON COUNTY SCHOOL DISTRICT FINANCE CORPORATION,
an agency and instrumentality of the Kenton County School District, a political subdivision of the Commonwealth of Kentucky

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 _____, 2022 by _____, as _____ KENTON COUNTY SCHOOL DISTRICT FINANCE CORPORATION, a political subdivision of the Commonwealth of Kentucky, on its behalf.

SEAL:

Signed: _____

Printed or Typed Name: _____

Commission expires: _____

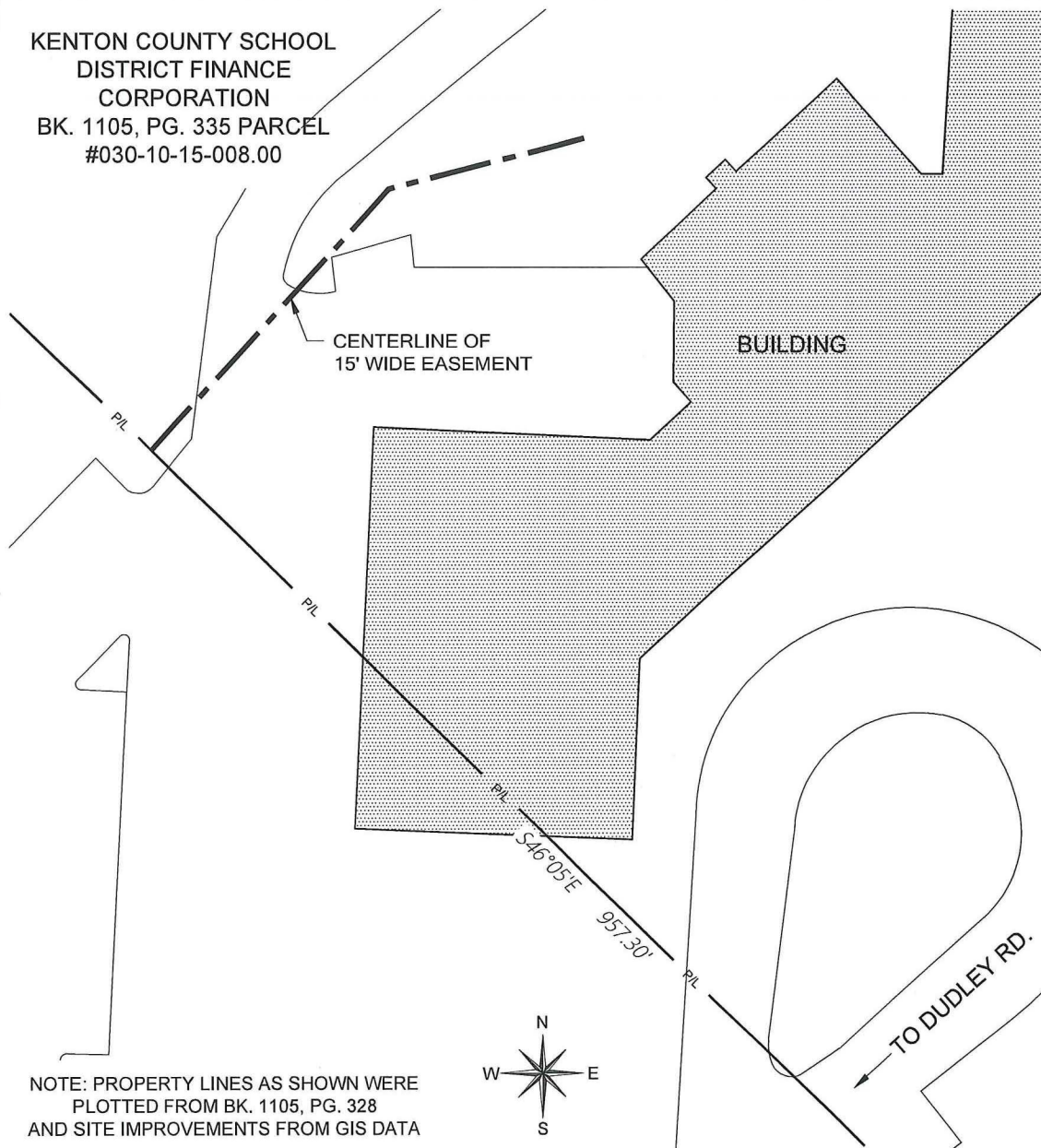
My Commission Number: _____

This instrument was prepared by:

Brian Pokrywka, Attorney-at-Law, Duke Energy Kentucky, Inc. 139 East Fourth Street, Cincinnati, OH 45202.

THIS IS NOT A SURVEY. LOCATIONS SHOWN ARE APPROXIMATE. THE ACTUAL CENTERLINE LOCATION OF THE UTILITY LINE IS THE CENTERLINE OF THE EASEMENT.

KENTON COUNTY SCHOOL
DISTRICT FINANCE
CORPORATION
BK. 1105, PG. 335 PARCEL
#030-10-15-008.00



KENTON COUNTY, COMMONWEALTH OF KENTUCKY



DR. AM

EXHIBIT MAP OF:
EASEMENT

CK. GW

EXHIBIT MAP FOR:
KENTON COUNTY SCHOOL DISTRICT FINANCE CORPORATION

DATE

LOCATION

EXHIBIT 'A'

06/14/2022

442 DUDLEY PK, FORT MITCHELL, KY

USP: Add Up Stream Protection, Facility ID, and Blocking Device Type
 USP:
 USP:
 USP:
 USP:



Safety Reminders / Adverse Conditions

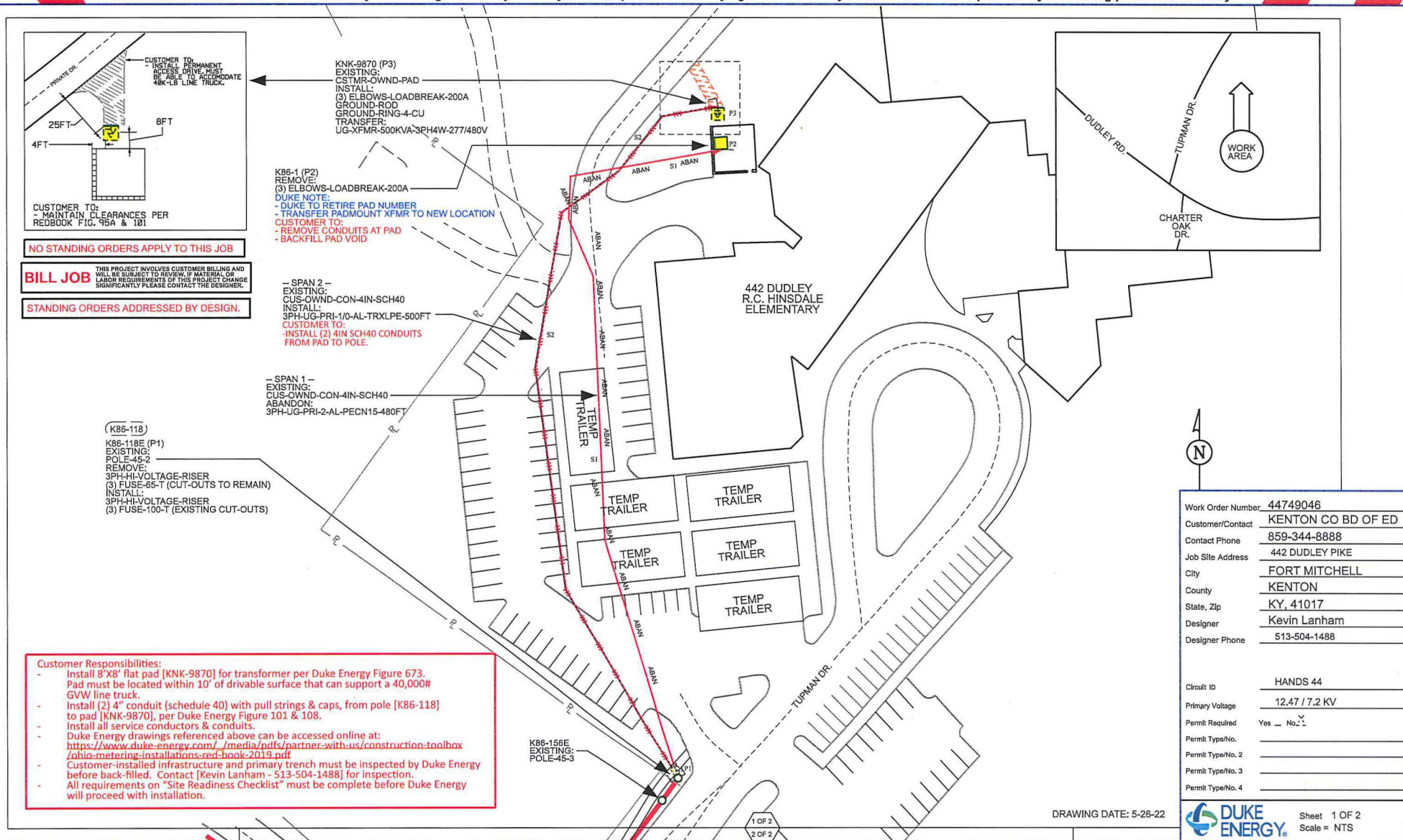
?:
 G. O. A. L. - GET OUT AND LOOK
 ?:
 ?:



Work Zone General Comments:

FLAGGING REQ'D FOR FUSE COORDINATION

REMEMBER: Work zone area conditions may have changed for this job! Everyone is responsible for verifying the above safety information is correct prior to any work being performed each day.

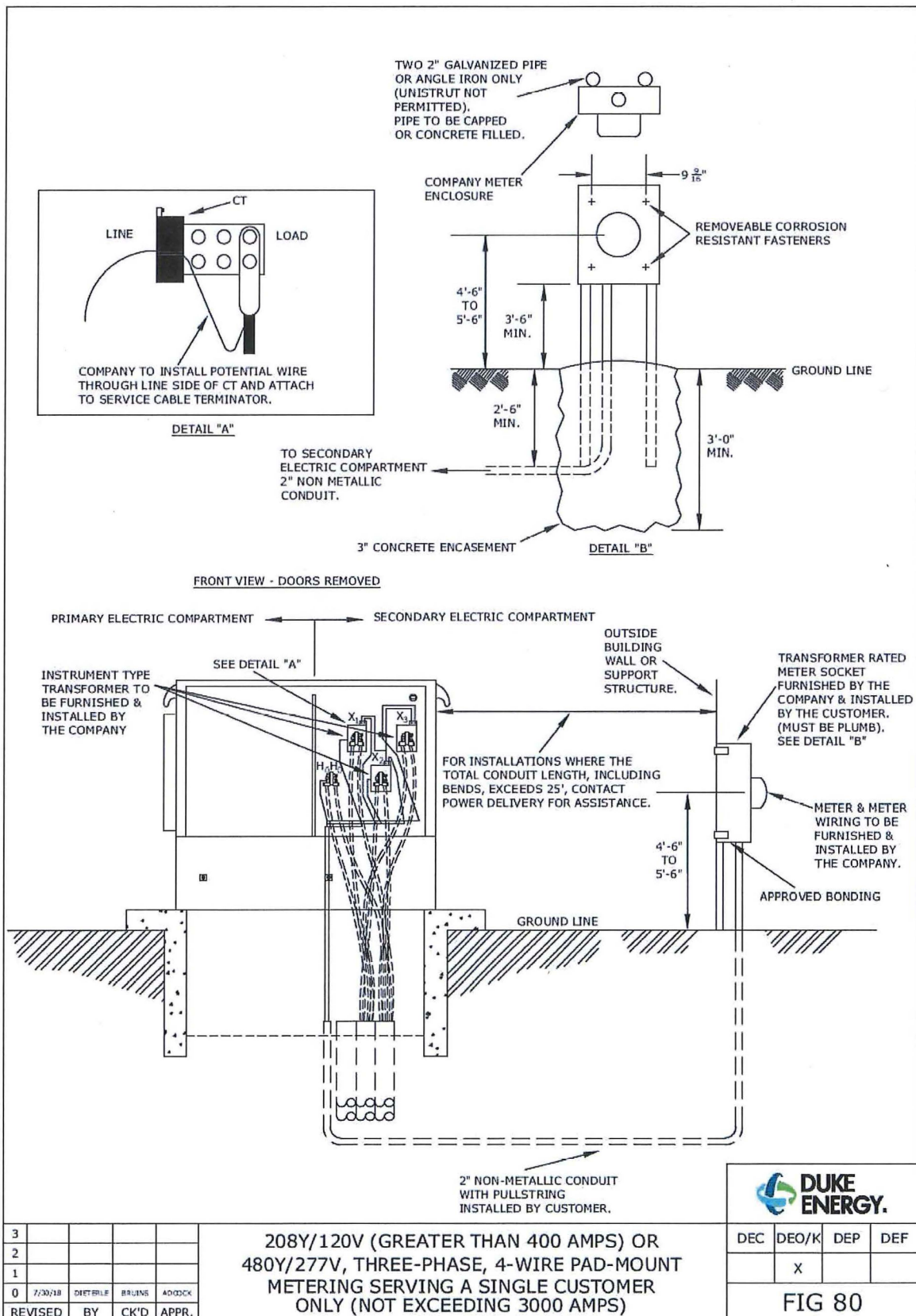


Work Order Number 44749046
 Customer/Contact KENTON CO BD OF ED
 Contact Phone 859-344-8888
 Job Site Address 442 DUDLEY PIKE
 City FORT MITCHELL
 County KENTON
 State, Zip KY, 41017
 Designer Kevin Lanham
 Designer Phone 513-504-1488

Circuit ID HANDS 44
 Primary Voltage 12.47 / 7.2 KV
 Permit Required Yes No: 1
 Permit Type/No.
 Permit Type/No. 2
 Permit Type/No. 3
 Permit Type/No. 4



Sheet 1 OF 2
 Scale = NTS





Dear Duke Energy Customer,

Duke Energy ~~Choose an item.~~ is pleased to provide your gas and/or electric service. In doing so, our goal is to meet your request with the least possible disturbance to your property without damaging any underground objects that may be present.

To provide the service you have requested, we must rely on your knowledge of any underground objects or obstructions that may impede the installation of poles, underground facilities, or other equipment or cause damage to the same. You are the primary source of information about such objects or obstructions that could be damaged by Duke Energy or our contractor's equipment, or that could result in damage to Duke Energy's underground facilities or other facilities.

In the interest of safety and timeliness, and to reduce the potential for damage to any Duke Energy or its contractor's equipment, please refer both to the Duke Energy Electric Service Manual and the checklist below to ensure all site readiness requirements are completed prior to scheduling your service with Duke Energy. The Duke Energy Electric Service Manual is available on-line at www.duke-energy.com by entering "Electric Service Manual" in the website's search box.

You may be responsible for any additional costs incurred by Duke Energy a) due to our inability to perform work as scheduled as a result of the site not being prepared or ready, or b) if the site does not remain prepared until all work has been completed, or c) due to any delays associated with the execution of a third party agreement needed for Duke Energy to perform work. If the facilities are not used as proposed within 180 days of the date the service became available, customer and/or property owner, whichever is applicable, shall pay all costs incurred by Duke Energy plus cost of removal, less salvage. If you have questions about these provisions or your gas and/or electric service, please ask the Duke Energy representative handling your request for additional information prior to proceeding. Thank you for your cooperation, and we look forward to providing you with a safe and timely installation.

Readiness Checklist

CUSTOMER NAME RC HINSDALE

SERVICE ADDRESS: . 442 DUDLEY PIKE EDGEWOOD 41017

ELECTRIC DRAWING #: 44749046

CUSTOMER'S REQUIREMENTS:

| ELECTRIC TO BE COMPLETED PRIOR TO DUKE ENERGY SCHEDULING AND PERFORMING INSTALLATION FOR SERVICE | |
|--|---|
| <input checked="" type="checkbox"/> | I have read the appropriate portions of the Duke Energy Electric Service Manual |
| <input checked="" type="checkbox"/> | Right-of-Way documents customarily used by Duke Energy will be signed by the Property Owner and returned. |
| <input checked="" type="checkbox"/> | Sign and return: <input checked="" type="checkbox"/> Customer Aid in Construction Payment <input type="checkbox"/> Line Extension Service Agreement |
| <input checked="" type="checkbox"/> | Site cleared, where necessary, and at final grade. Vegetation trimmed/cleared. |
| <input checked="" type="checkbox"/> | There are no known environmental hazards or contaminants on my property. |
| <input checked="" type="checkbox"/> | Duke Energy or its contractor will not be responsible for providing remediation or environmental control measures for preexisting environmental hazards or contaminants discovered during the installation of poles, apparatus (such as transformers or pedestals) or underground facilities. |
| <input checked="" type="checkbox"/> | Builder/Private underground obstacles (such as drains, lines, tanks, tree protection zones, potential environmental hazards, invisible fence, etc.) in the construction area must be located and marked with flags, stakes, or paint. |
| <input type="checkbox"/> | In multi-unit structures, all <input type="checkbox"/> meter bases are permanently and correctly marked. |
| <input checked="" type="checkbox"/> | Application for permanent electric service with Duke Energy. |
| <input type="checkbox"/> | Equipment protection (posts or barriers) installed, per Duke Energy specifications. |
| <input checked="" type="checkbox"/> | Approved electrical inspection (release) from Local Inspection Bureau. |
| <input checked="" type="checkbox"/> | Permanent 12 foot wide access drive capable of withstanding 40,000 pounds GVW, in order to provide access to poles, transformers, or other Duke Energy equipment. |
| <input type="checkbox"/> | <u>Direct buried primary system</u> : Trench excavated and backfilled, per the Duke Energy Electric Service Manual. |
| <input checked="" type="checkbox"/> | <u>Primary conduit system</u> : Facilities to be provided and installed by customer, per the Duke Energy Electric Service Manual. These facilities must be inspected by your Duke Energy representative before being backfilled. |
| <input checked="" type="checkbox"/> | Underground service conductors and conduits refer to Duke Energy Electric Service Manual. |
| <input checked="" type="checkbox"/> | Metering equipment installed per Duke Energy Electric Service Manual. |

I agree that all the items checked above have been or will be completed before the work is scheduled with Duke Energy crews.

| | | | |
|--|--------------------------------------|------------------|------|
| CUSTOMER or CUSTOMER'S AGENT SIGNATURE | CUSTOMER or CUSTOMER'S AGENT ADDRESS | TELEPHONE NUMBER | DATE |
| PROPERTY OWNER SIGNATURE | PROPERTY OWNER MAILING ADDRESS | TELEPHONE NUMBER | DATE |
| THIRD PARTY PROPERTY OWNER SIGNATURE | THIRD PARTY PROPERTY OWNER ADDRESS | TELEPHONE NUMBER | DATE |

Once you have satisfied all of the requirements checked above, return this form to your Duke Energy representative Kevin Lanham at Kevin.Lanham@duke-energy.com. Standard scheduling and construction lead-times must be allowed before expecting delivery of your service. Thank You.