

RIGHT-OF-WAY EASEMENT

This Right-of-Way Easement ("Easement") is made and entered into this the 12 day of Sept, 2017 by and between Marion County Schools, with an address of Lebanon Elem. School Property, 420 W Main, Lebanon ("Grantor") and Bluegrass Network LLC, with an address of 2902 Ring Road, Elizabethtown, Kentucky 42701 ("Grantee").



WITNESSETH:

Grantor hereby grant(s) and convey(s) unto said Grantee, its associated and allied companies, its and their respective successors, assigns, lessees, and agents, a perpetual right-of-way and easement to construct, operate, maintain, replace, and remove such communication systems as the Grantee may from time to time require, consisting of aerial cable, support cables, guy wires, poles, underground cables, wires, conduits, and warning markers, hand holes, and other appurtenances ("Facilities") upon, over, and under a strip of land _____ wide, the exact location of which shall be the same as that of W. Main & Colleg St.'s current right-of-way easement, across the land which the Grantor own(s) or in which the Grantor has any interest in the County of Marion Co., Commonwealth of Kentucky as more particularly described in Exhibit A attached hereto and made a part hereof by this reference (the "Real Property"), together with the following rights: of ingress and egress over and across the Real Property for the purpose of exercising Grantee's rights herein granted; to place surface markers on said Real Property; to clear and keep cleared all trees, roots, brush and other obstructions from the surface and subsurface of said Real Property, with the exception of when such obstruction shall be in yards, and, during construction periods, to clear and to use additional areas as reasonably required on each side of said Real Property. This right-of-way easement shall be the same boundary as of that of AT&T's current right-of-way easement. Grantor, his/her/their heirs, executors, administrators, successors and assigns, hereby covenant(s) that no structure shall be erected or permitted on said Real Property. Grantee agrees that the said Facilities shall be, at Grantee's reasonable discretion, either installed aurally in a manner that does not reasonably interfere with Grantor's existing use of the Real Property or buried below plow depth in order not to interfere with ordinary cultivation of the Real Property and to pay for damage to fences and growing crops arising from the construction, operation, maintenance, replacement, and removal of the aforesaid Facilities and system.

It is expressly understood and agreed to, by and between both parties hereto that this grant and any attached Exhibits set forth all promises, conditions, representations and understanding between the Grantor and Grantee and as such constitutes the entire, only, and true agreement between Grantor and Grantee herein. Nothing shall be binding upon Grantor or Grantee unless stated in writing and signed by Grantor and Grantee.

The parties hereto covenant and agree that the Easement shall be "a covenant running with the land" and shall bind the Real Property and the record owners of the Real Property, their successors and assigns.

Signed and sealed this 12 day of Sept, 2017, at 755 E Main, Lebanon, Ky.

GRANTOR:	GRANTEE: Bluegrass Network LLC
By: 	By: 
Its:	Its: