

EASEMENT AGREEMENT

This Easement Agreement made and entered into this _____ day of _____, 2022, by and between the **Marion County Board of Education**, with its principal offices at 755 East Main Street, Lebanon, Marion County, Kentucky (hereinafter called "GRANTOR") and **Lebanon Water Works Company, Inc.**, with its principal office at 120 South Proctor Knott Avenue, Lebanon, Marion County, Kentucky (hereinafter called "GRANTEE");

WITNESSETH

THAT, WHEREAS, GRANTOR is the governmental entity charged with the responsibility of providing for secondary education within Marion County, Kentucky and which, in the fulfillment of that obligation, owns and holds title to certain real estate located within the county, including that which is the subject of this Agreement; and

WHEREAS, GRANTEE is a private business corporation created by act of the Kentucky General Assembly whose function is to treat and furnish water for human consumption to the residents of the city of Lebanon and Marion County; and

WHEREAS, as a part of its long-range business plan, GRANTEE is seeking to locate, generally north and east of the city limits of the city of Lebanon, a tract of real estate with suitable elevation to support the construction and maintenance of an elevated water storage facility; and

WHEREAS, it has been determined that GRANTOR owns currently-unimproved property suitable for GRANTEE'S intended purpose lying generally to the north (to the rear) of the existing Marion County Area Technology Center which is situated adjacent to the Marion County High School campus, and Grantor's plans for future development

include property proximate to, but not upon or within, the specific areas of the easements granted herein; and

WHEREAS, the property proposed for location of Grantee's water storage tank is depicted as a proposed "tank easement" containing .50 +/- acres upon a survey plat created by KWM Engineering and Land Surveying dated March 14, 2021, a true copy of that survey plat being attached hereto as Exhibit "A"¹; and

WHEREAS, the aforesaid survey plat, Exhibit "A", and aerial map, Exhibit "B", also depict the center line of what would become a transmission line easement traversing other properties of GRANTOR and within which GRANTEE'S transmission line(s) serving both the subject water storage tank and GRANTEE'S system generally are to be located; and

WHEREAS, the proposed location of the subject water storage tank is readily accessible by means of roadways now serving the properties of GRANTOR, including that property upon which there is situated the Marion County Area Technology Center; and

WHEREAS, the parties, in addition to providing for the survey plat(s) described hereinabove, have commissioned, received, and reviewed an appraisal of the subject property provided by Robert H. Osbourne of Royalty Appraisals, Springfield, Kentucky; and

¹ Also attached, and marked as Exhibit "B" for identification, is an aerial view of the property depicted upon Exhibit "A" with both exhibits "A" and "B" identifying by redline the area to which this easement agreement applies. The original of the survey plat marked and identified as Exhibit "A" appears of record at Plat Cabinet ____ at Slide ____ in the office of the Marion County Clerk.

WHEREAS, the parties have otherwise undertaken to comply, in all respects, with statutory and regulatory requirements regarding the execution of this Easement Agreement, including provisions of 702 KAR 4:090. **Property disposal**; and

WHEREAS, the parties have thus determined that the creation of a long-term easement in favor of GRANTEE for the purposes described hereinabove will benefit not only the parties to this agreement, but the citizenry of Marion County generally.

NOW, THEREFORE, in consideration of the sum of one dollar (\$1.00), the receipt of which is hereby acknowledged, and other good and valuable consideration as is set forth hereinafter, GRANTOR does hereby grant, bargain, transfer and convey unto GRANTEE, its successors and assigns, an easement defined as “tank easement”, and encompassing 0.50 +/- acres as depicted upon the aforementioned survey plat(s), such easement being granted for the purpose of constructing, maintaining, operating, altering, and repairing an above-ground water storage facility which will be utilized by GRANTEE for the storage of treated water which will then be transported through GRANTEE’S system and the system of the Marion County Water District to citizens of Lebanon and Marion County. As an integral part of the consideration for this Agreement, the parties envision the utilization of some portions of the exterior of that proposed water storage tank for purposes of providing advertising/messaging of GRANTOR’S public function². It is understood between the parties that the only branding/messaging which will be permitted on any portion of the tank will be that which Grantor, in consultation with Grantee, chooses to utilize. The

² For example, GRANTEE has adopted as its mission statement the phrase “Dream. Believe. Achieve.” That, or a similar type of promotion, may be displayed upon that tank in order that it may be visualized for some distances away. The parties will thus, from time to time, confer and agree upon any such utilization of the outer surfaces of the water storage tank, provided, however, that Grantor will retain ultimate control over the design components of any such advertising/messaging.

parties recognize that visibility of any branding/messaging will best be achieved if that branding/messaging is placed along and across the exterior of the bowl area of the tank where water is stored. Grantee will make the ultimate determination as to whether any such branding/messaging will be affixed so as to accommodate multiple viewing angles around the bowl, and the parties agree that such branding/messaging should not be affixed to the column portion of the tank unless circumstances not presently contemplated suggest the use of the column for such purpose, in which event the parties will agree upon the extent to which branding/messaging shall be affixed to the column.

GRANTOR further grants unto GRANTEE an easement corridor, the center line of which is depicted upon the aforesaid survey plat(s). That center line of the easement corridor commences at a point north of U.S. Hwy. 68 at which that roadway right-of-way adjoins the property of GRANTOR, and that line then extends roughly parallel to U.S. Hwy. 68 to an area west of the Marion County Area Technology Center, then turning again generally north to the .50 +/- acre property defined as "tank easement", then leaving the "tank easement" at PNT "B" and traveling generally in a northwesterly direction to the rear of the Technology Center property and across Patriot Drive and intersecting a corner of the asphalt parking lot which serves the soccer field, then turning once again in a westerly direction and extending generally parallel to Patriot Drive and traversing to the rear of the existing athletic (soccer) field upon the property of GRANTOR and ending at the point at which said easement corridor joins GRANTEE'S existing facilities at what is designated as PNT "A" upon the subject plat(s). That easement corridor shall be 20 feet in width (ten feet on each side of the center line), and that easement corridor being granted for the purpose of laying, constructing, maintaining, operating, altering, and

repairing a transmission line or lines with appropriate fittings, valves and other appliances, including cathodic protection equipment, for the transportation of water to and from the proposed water storage tank and to and from GRANTEE'S distribution system generally.

GRANTOR also grants and conveys unto GRANTEE the right to utilize GRANTOR'S system of roadways and driveways upon and about its property to access both the subject water storage tank and the transmission line easement described hereinabove.

All of those easements being granted across, upon, and with respect to properties of GRANTOR acquired by the following deeds of record in the office of the Marion County Clerk:

- Deed Book 77 Page 169
- Deed Book 84 Page 25
- Deed Book 169 Page 54

The parties agree that the terms of the afore described grant of easements shall include the following:

1. The project contemplated by this Easement Agreement will commence upon an expedited basis with GRANTEE'S installation of service lines along and within the easement corridor described hereinabove. Upon installation, those service lines will be maintained as permanent fixtures within GRANTEE'S system, and will be utilized even as GRANTEE'S proposed construction and financing of the subject water storage tank continues to be developed. GRANTEE covenants that, in the event that the construction of the subject water storage tank is not commenced within ten (10) years from the date of this

Agreement, then GRANTOR, may at its option and discretion, rescind the portion of this Agreement which calls for above-ground construction of that water storage tank and, upon GRANTOR'S exercise of that option of recission, then GRANTEE'S utilization of that .50 +/- acre tract reserved for construction of that water storage tank shall be limited to such utilization as is necessary to maintain GRANTEE'S transmission lines, and appurtenant uses, as they are otherwise described in the body of this Easement Agreement.

2. The parties agree that, to the extent that the easement corridor granted herein traverses generally to the rear of GRANTOR'S athletic (soccer) field that location of such easement, given the geography in the area and the location immediately to the west of GRANTEE's existing system, is situated as close to that athletic (soccer) field as is practicable, and so as to accommodate GRANTOR'S future utilization of that portion of its property.
3. At the point at which this easement corridor intersects a corner of the soccer field parking lot, Grantee will bore under that lot during the process of installation so as not to damage that lot. Subsequent repairs in that area may require Grantee to excavate a part of the parking lot, in which event Grantee will restore the parking surface to its previous condition.
4. If, within one year of completion of the installation of Grantee's underground lines within the easement area provided therefor, any trees located upon the property of Grantee within 20 feet of the centerline of that easement corridor shall die or otherwise exhibit a loss of integrity which requires removal then, upon notice to Grantee from Grantor of the need for such tree removal, Grantee

- will, at its costs, provide for such removal and restoration of the area where such removal has been accomplished. The same removal and restoration clause will apply if the Grantee performs water line maintenance/repair in the easement corridor and the tree dies within 1 year.
5. GRANTEE does not currently contemplate the need to fence all or any portion of the tank easement and, so long as that easement is not fenced, then GRANTOR will continue to mow the portion of the easement which is not occupied by the storage tank's footprint.
 6. Upon completion of the subject water storage tank, GRANTEE will be exclusively responsible for its upkeep and maintenance, including the painting of exterior surfaces as that may be achieved consistent with industry standards regarding the storage of treated water.
 7. GRANTEE will require the installation of electrical service to the storage tank and the parties hereto will thus confer with GRANTEE'S supplier of electricity to the Technology Center and GRANTEE will thus be privileged to have that supplier provide service to the storage tank in the manner deemed most expedient for the purposes of both GRANTOR and GRANTEE. Grantor's service in the area is provided underground, and Grantee's installation of the service lines will likewise be underground. The easement privileges thus conferred herein shall include GRANTEE'S entitlement to have installed, and maintain, such utility service which will traverse a portion of GRANTOR'S property. It is understood that the installation costs attendant with providing

such utility service, and all periodic charges for such service going forward, shall be the sole responsibility of GRANTEE.

8. GRANTOR currently maintains security cameras upon the Marion County Area Technology Center building, and GRANTEE will also be permitted to install security cameras upon and about the storage tank in order to discourage vandalism with respect thereto. Grantee will at all times be entitled to access and view from within its facilities the images captured by the Grantee's cameras.
9. At such time as GRANTEE utilizes the easement corridor granted for the purpose of installing transmission line(s) intended to serve both the projected the storage tank, and GRANTEE'S system generally, then GRANTEE covenants to restore GRANTOR'S property after construction or maintenance to that same condition as that which existed prior to such condition or maintenance.
10. Grantee will, at its discretion, and with the assistance of Grantor, be entitled to locate at or near the top of the water storage tank one communications antenna which will facilitate direct communications with and among school facilities.
11. With respect to the easement corridor described hereinabove, GRANTOR reserves the following:
 - a) The right to make every use of the land covered by said easement which will not unreasonably interfere with the rights which GRANTEE is acquiring herein;

b) GRANTEE shall never have the right to fence the whole or any part of said linear easement corridor; and

c) GRANTOR shall have the right to place along, across and over said easement corridor such sidewalks, passageways, electric lights, and power and other utility lines as GRANTOR may find necessary and expedient.

12. GRANTEE agrees to indemnify, defend, and hold harmless GRANTOR for and with respect to any claim of loss or damage arising from GRANTEE'S activities in exercising its easement privileges granted hereunder.

13. The rights and privileges herein granted shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, executors, administrators, successors, assigns, and legal representatives.

TO HAVE AND TO HOLD said easement privileges unto GRANTEE, its successors and assigns, which privileges shall be, insofar as the location and maintenance of its transmission lines is concerned, continuous in nature. With respect to the proposed water storage tank, GRANTEE'S privilege of continuing to maintain that storage tank within the defined easement area shall continue unless and until GRANTEE, acting within its corporate discretion, determines that the further use of that storage tank is not warranted. In that event, then GRANTEE shall, at its sole expense, remove the water storage tank and restore the easement property to the condition in which it existed prior to construction.

It is mutually understood and agreed that the grant of easements as set forth herein covers all the agreements and stipulations between the parties, and that no

representations or statements, verbal or written, have been made which would modify in any way the terms of said agreement or which would induce the execution thereof.

Executed as of this _____ day of _____, 2022.

GRANTOR

Marion County Board of Education

By: Chris Brady, Superintendent

GRANTEE

Lebanon Water Works Company Inc.

By: John S. Turner, Vice President

STATE OF KENTUCKY

COUNTY OF MARION

The foregoing instrument was acknowledged before me by Chris Brady, Superintendent, Marion County Board of Education, GRANTOR, to be his free act and deed upon behalf of the Board, this _____ day of _____, 2022.

My Commission Expires: _____ Notary ID: _____

NOTARY PUBLIC, State of KY at Large

Printed Name: _____

STATE OF KENTUCKY

COUNTY OF MARION

The foregoing instrument was acknowledged by John S. Turner, Vice President for the LEBANON WATER WORKS COMPANY, INC. to be his free act and deed upon behalf of said company, this _____ day of _____, 2022.

My Commission Expires: _____ Notary ID: _____

NOTARY PUBLIC, State of KY at Large

Printed Name: _____

Prepared by:

SPRAGENS & HIGDON, P.S.C.

Attorneys at Law

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Lebanon, Kentucky 40033
Telephone: (270) 692-3141

By _____
Robert Spragens, Jr.