

**HARDIN COUNTY FISCAL COURT
RESOLUTION NO. 2014-058**

BE IT RESOLVED, upon recommendation of Judge/Executive Harry L. Berry, with the concurrence of the Public Works Committee to approve the attached agreement with Bluegrass Network, LLC granting a right-of-way easement along a portion the frontage of county property, known as Pearl Hollow Landfill, for the installation of a fiber optic cable. Details and alignment are described and illustrated in the attached Agreement.

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 on 22 April, 2014.



Harry L. Berry
Hardin County Judge/Executive

ATTEST:



Kenneth L. Tabb
Hardin County Clerk

RIGHT-OF-WAY EASEMENT

This Right-of Way Easement is made and entered into this the 22nd day of April, 2014 by and between Hardin County, Kentucky, with an address of 100 Public Square, Elizabethtown, Kentucky 42701 ("Grantor") and Bluegrass Network LLC, with and address of 2902 Ring Road, Elizabethtown, Ky. 42701 ("Grantee").

WITNESETH:

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby grants and conveys unto said Grantee, its associated and allied companies, its and their respective successors, assigns, lessees and agents, a permanent 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 underground cables, wires, conduits, and warning markers, (no splice boxes needed), hand holes, and other appurtenances upon, over and under a strip of land 10 feet wide, and exact location of which shall be determined by said Grantee at the time of placement of the first such communication system, across the land which the Grantor owns or in which the Grantor has any interest in the County of Hardin, Commonwealth of Kentucky, as more particularly described on Exhibit A, and made a part hereof by this reference (the "Real Property"), together with the following rights: Of ingress and egress over and across the lands of the Grantor to and from said strip for the purpose of exercising Grantee's rights herein granted; to place surface markers beyond said strip; to clear all trees, roots, brush and other obstructions from the surface and subsurface of said strip, with the exception of when such obstructions shall be in yards; and to install gates and stiles in any fences crossing said strip where required.

The EAST AND WEST boundary of said 10 feet wide strip shall be a line parallel to and 5 feet NORTH AND SOUTH of the first cable laid, which cable shall have its location indicated upon surface markers set at intervals on the land of the Grantor, or on adjacent lands. The Grantor, his/her/their heirs, executors, administrators, successors and assigns, hereby covenants that no structure shall be erected or permitted on said strip. The Grantee agrees that the said cables shall be buried a minimum of 36 inches deep in order not to interfere with ordinary cultivation of the strip and to pay for damages to fences and growing crops arising from the construction and maintenance of the aforesaid system.

It is expressly understood and agreed to, by and between both parties hereto that this grant and any attached Exhibits sets 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 and 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.

Grantor hereby grants, sells and conveys unto Grantee and its successors and assigns and exclusive easement and right-of-way on, over, under, through, and across Grantor's property in HARDIN County, Kentucky, being a part of the same property conveyed to the Grantor by deed dated December 30, 1993 and of record in Deed Book 777, page 262, in the office of HARDIN County Clerk, such easements and rights of way consisting of :

Permanent Easement: a 10 foot wide strip, more particularly described and depicted in Exhibit "A" attached hereto and incorporated herein by reference (hereinafter the "Permanent Easement").

Temporary Easement: During temporary periods, Grantee may use an additional ^{10 FEET ON} ~~EACH SIDE~~ feet along and adjacent to the Right-of-Way as may be reasonably necessary in connection with the installation, laying, construction and restoration of the permanent easement. At locations such as roads, streams, ditches, rivers, wetlands, side-hills, or specific areas which requires more difficult procedures, Grantee shall have such additional spaces as is reasonably necessary or convenient during the installation, laying, construction and restoration of the permanent easement.

Also included with this agreement is Exhibit "B"- "Additional Terms and Conditions".

Signed and sealed this 22nd day of April, 2014, at Elizabethtown, Kentucky

GRANTOR:

GRANTEE:



Bluegrass Network LLC

By: Harry L. Berry

By: _____

Its: Hardin County Judge/Executive

Its: _____

STATE OF Kentucky)

) SS:

COUNTY OF Hardin)

This Easement was acknowledged before me by Harry L. Berry as Judge/Executive of Hardin County, Kentucky for and on behalf of said County on this 22nd day of April, 2014.

My commission expires: _____

Notary Public

STATE OF _____)

) SS:

COUNTY OF _____)

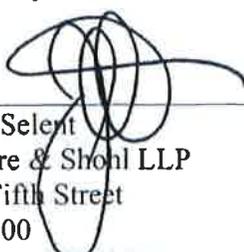
This Easement was acknowledged before me by _____ as _____ of Bluegrass Network LLC, for and on behalf of said limited liability company on this _____ day of _____, 20__.

My commission expires: Aug 9 2016



Notary Public

Prepared by:



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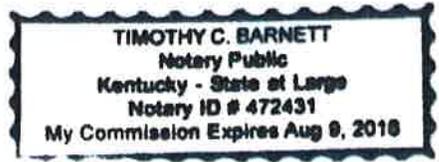


EXHIBIT B - ADDITIONAL TERMS AND CONDITIONS

The Permanent Easement and Temporary Easements granted in the Agreement are subject to the following terms and conditions:

- **CONSIDERATION:** Grantor hereby covenants and agrees that the Consideration set out in the Statement of Agreed Consideration for Easement and Right of Way Agreement constitute the full, complete, and final payment for the enjoyment and use by Grantee of its rights hereunder and final payment for any and all injuries and damages of whatever nature and character to land, crops, timber, fences, and improvements on, over, and across the Permanent Easement and Temporary Easements occasioned by the initial construction of the underground cable. However, Grantee agrees to pay Grantor for any damages to crops, timber, pasturage, fences, or buildings of Grantor that may subsequently arise from the exercise of the rights herein granted, after the initial construction of the cable installation.
- **INITIAL DEPTH OF CABLE:** Grantee agrees to initially bury its cable so that the top of the cable will be buried at least thirty-six inches (36") below the existing ground level contour at the time of initial construction. In areas of rock concentration or where it is difficult and not practical to bury the pipeline that deep, the pipeline shall be buried so that the top of the pipeline will be buried at least eighteen inches (18") below the existing ground level contour.
- **RESTORATION:** Grantee shall restore the surface of the Permanent Easement and Temporary Easements, as nearly as practicable and permissible, to its prior condition and contour following any disturbance occasioned by construction or use of such easements by the Grantee, its contractors, or its agents. All disturbed areas to be stabilized and revegetated to prevent erosion.
- **FENCES. STONE WALLS. GATES. AND ROADWAYS:** In connection with the construction of the cable installation, Grantee will be entitled to install in any fence or stone wall crossing the Permanent Easement a good quality aluminum gate. Any gates so installed by Grantee shall be maintained by Grantee and shall be kept locked by Grantee at all times when not in use. Grantee also shall have the right to install gates or fences around any above-ground portion of the cable installation. If there are gates or roadways now existing along the Permanent Easement and Temporary Easements, Grantee shall have the right to use such existing gates and roadways in the exercise of all rights conferred herein. Grantee agrees to repair or replace any fences, stone walls, barrier posts or gates that are cut or damaged as a direct result of Grantee's operations under the terms and conditions of this Easement. Grantee agrees said fence, stone wall, barrier posts or gate repair or replacement shall be done using a similar quality product and/or material as existed prior to Grantee's disturbance.
- **INDEMNITY:** Grantee does hereby covenant and agree to indemnify and hold Grantor harmless against any and all losses, damages, claims, demands, and suits (and all reasonable costs and expenses incidental thereto, including court costs and attorneys' fees) that Grantor may suffer to incur or to which it may be made liable (collectively, "Claims"), to the extent that such Claims are incident to, or connected directly with, Grantee's performance or exercise or failure to perform or exercise the rights granted in this Agreement, EXCLUDING all losses, damages, claims, demands, and suits resulting from the negligence, gross negligence, or malicious acts (or omissions) of Grantor, its agents, employees, or representatives.

**STATEMENT OF AGREED CONSIDERATION
FOR EASEMENT AND RIGHT-OF-WAY AGREEMENT**

This Statement of Agreed Consideration for Easement and Right-of-Way Agreement (the "Statement") is executed this 22nd day of April, 2014, between **HARDIN COUNTY, KENTUCKY** (hereinafter "Grantor") and **BLUEGRASS NETWORK LLC** (hereinafter "Grantee").

WHEREAS, Grantor has agreed to convey to Grantee an Easement and Right-of-Way Agreement (the "Agreement"), the form of which has been executed in conjunction with the execution of this Statement, and

WHEREAS, the parties wish to set forth the amount of consideration paid and to be paid to Grantor for the conveyance of the Permanent Easement and Temporary Easements described in the Agreement,

NOW THEREFORE, Grantor and Grantee agree as follows:

Grantee shall pay Grantor eight hundred and ninety-four dollars and no cents (\$894.00) for the execution of the Agreement.

Payment of the Consideration shall be made to: Hardin County, Kentucky,
P.O. Box 568, Elizabethtown, Kentucky 42702

Agreed this 22 day of April, 2014 by:

Grantee:

Signature

Name

Bluegrass Network LLC

Grantor:



Harry L. Berry, Hardin County
Judge/Executive

Hardin County, Kentucky