

EASEMENT AGREEMENT
(Electric Vehicle Charging Station)

THIS EASEMENT AGREEMENT (“**Agreement**”), is made this ____ day of _____, 2021, by and between **RIDGEDALE LOCAL SCHOOL BOARD OF EDUCATION DISTRICT** (“**Grantor**”) and **MID-OHIO ENERGY COOPERATIVE, INC.**, an Ohio nonprofit corporation, (“**Grantee**”).

RECITALS

- A. Grantor owns the Property described and defined in Section 1 below.
- B Grantor has agreed to subject certain portions of the Property to a right of way as hereinafter provided.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1.) Grantor does, for value received, hereby grant and convey unto the said Grantee an easement with the right to construct, install, reconstruct, operate and maintain, at Grantee’s sole cost and expense, an electric vehicle charging station facilities, including, but not limited to, pads, charging facilities, electric and communication lines, poles, crossarms, wires, anchors, guys, conduits, cables, transformers, meters, appurtenant equipment and enclosures (collectively, the “**Facilities**”) upon, over, under and across an eastern portion of Grantor’s real property fully described and known as Parcel No. 090220001700.

The portion of Grantor’s Property on which the Facilities may be located is identified on the map attached hereto as **Exhibit 1 (“Easement Area”)**.

Grantor further grants to Grantee, at such times that are mutually agreed upon by the parties, the right of access at all times to the Facilities, the right to extend electric and communication lines by the most direct practical route from the main lines to the Facilities at Grantee’s sole cost and expense, the right to trim, top, cut down and remove trees and/or shrubs adjacent to Facilities at Grantee’s sole cost and expense in order to provide proper operating clearance, the right to make necessary openings and excavations at Grantee’s sole cost and expense for the purpose of examining, repairing, replacing, altering or expanding the Facilities provided that all openings or excavations shall be promptly and properly refilled and Grantor’s Property left in good and safe condition at Grantee’s sole cost and expense, and the right to place signs at Grantor’s Property at Grantee’s sole cost and expense and at such locations that are mutually agreed upon by the parties restricting use of parking spaces adjacent to the Facilities to electric vehicles using or in line to use the Facilities.

2.) Grantor warrants that no buildings or structures shall be erected under or over Facilities, and that adequate horizontal clearances, with a five (5) foot minimum,

shall be maintained. Shrubbery, trees, fences, or other obstructions shall not be placed so close to any Facilities that they would, in the sole judgement of Grantee, hinder or obstruct operation or maintenance of said equipment.

3.) Grantee shall be solely responsible i) for the performance of work and the cost to construct, install, reconstruct, operate and maintain the Facilities and Easement Area; and ii) to keep the Facilities and Easement Area in good repair and condition for the intended purpose.

4.) Subject to Section 1 of this Agreement, Grantee shall give the Grantor reasonable notice of any and all work to be undertaken on the Property, except that in the event of an emergency in which it is impractical to give advance notice, Grantee shall notify the Grantor of such work as soon as reasonably practical after the work has commenced.

5.) Grantee shall perform any and all work permitted or required under this Agreement, on the following terms and conditions:

- i) Grantee shall minimize (a) the amount of land and improvements on Grantor's Property affected, (b) the disruption to that land and the improvements on Grantor's Property, and (c) the amount of time it shall require access to Grantor's Property;
- ii) Grantee shall, at its sole cost and expense, restore the land and improvements on Grantor's Property, including any landscaping permitted under this Agreement, affected or disturbed to a condition at least equal to that existing prior to such use of the rights granted hereunder and in accordance with any applicable law, statute, ordinance, rule, regulation, and any reasonable policy adopted by the Grantor;
- iii) Grantee shall store materials and equipment only in such locations and in such manner to which the Grantor has given its prior written consent, which consent shall not be unreasonably withheld;
- iv) Grantee shall, at all times and at its sole cost and expense, keep, maintain and leave the land and improvements on Grantor's Property free and clear of debris and in a safe condition, and shall promptly remove therefrom any and all material and equipment (other than the Facilities); and
- v) Grantee shall perform the work and use the Facilities, the Easement Area, and Grantor's Property only in accordance with all applicable Federal, State, and local laws, ordinances, and regulations. Grantee shall obtain and comply with, at its sole cost and expense, all Federal, State and local permits, licenses, certifications, inspections and approvals required in connection with its use of the Property and the performance of the work.

6.) No waiver by a party hereto of any provision hereof, shall be or shall be deemed to be a waiver of any other provision hereof, or of any subsequent breach by

a party of the same or any other provision hereof. Except for matters specifically set forth in this Agreement, this Agreement is not a waiver of any rights or remedies the parties may respectively have under law.

7.) The Grantor reserves for itself, its successors and assigns, the right to use Grantor's Property for any purpose not inconsistent with the enjoyment of the rights herein granted to Grantee.

8.) No determination by any court, governmental or administrative entity or otherwise that any provisions of this Agreement or any amendment thereof is invalid or unenforceable in any instance shall affect the validity or enforceability of i) any other such provision, or ii) such provision in any circumstance not controlled by such determination. Each such provision shall be valid and enforceable to the fullest extent allowed by, and shall be construed whenever possible as being consistent with, applicable law.

9.) Nothing contained in this Agreement will be construed to confer upon any person or entity not a party to this Agreement the rights of a third-party beneficiary or the right to enforce this Agreement, except as may be otherwise specifically provided for herein. This Agreement solely is for the benefit of the persons obligated as a party or otherwise under this Agreement. This Agreement shall not and shall not be deemed to create an equitable servitude or any equitable or legal benefits in or for the benefit of persons not obligated as a party or otherwise under this Agreement.

10.) Except as expressly set forth in this Agreement, the obligations hereunder of either party incurred prior to the termination of this Agreement shall survive after such termination and shall be enforceable in accordance with this Agreement.

11.) The parties hereto agree that each such party will, from time to time, execute and deliver, or cause to be executed and delivered, such other and further instruments as may reasonably be required for carrying out the intention of such parties to, or facilitating the performance of, this Agreement.

12.) Nothing contained in this Agreement is intended or will be construed in any manner or under any circumstances whatsoever as creating or establishing the relationship of co-partners or a joint venture between or among any of the parties to this Agreement or as establishing any party as the agent or representative of any other party for any purpose or in any manner whatsoever.

13.) This Agreement will run with the land and bind upon and inure to the benefit of the parties hereto and their respective successors and assigns, as permitted hereunder.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed and delivered, the day and year first written above.

RIDGEDALE LOCAL SCHOOL BOARD OF
EDUCATION, MARION COUNTY, OHIO

By: _____

Print Name: _____

Its: Board President

By: _____

Print Name: _____

Its: Treasurer

MID-OHIO ENERGY COOPERATIVE, INC.

By: _____

Print Name: _____

Its: President & CEO

STATE OF OHIO,
COUNTY OF MARION

The foregoing instrument was acknowledged before me this _____, 2023, by _____, President, and _____, Treasurer, of Ridgedale Local School Board of Education, an Ohio political subdivision, on behalf of the political subdivision. This is an acknowledgement. No oath or affirmation was administered to the signers with regard to the notarial act.

Notary Public

STATE OF OHIO,
COUNTY OF MARION

The foregoing instrument was acknowledged before me this _____, 2023, by _____, President & CEO of Mid-Ohio Energy Cooperative, Inc., an Ohio nonprofit corporation, on behalf of the corporation. This is an acknowledgement. No oath or affirmation was administered to the signers with regard to the notarial act.

Notary Public