

OFFICIAL USE SYSTEM MAP DELIVERY AND

NON-DISCLOSURE AGREEMENT

KY-NDA-19-1

This Official Use System Map Delivery and Non-Disclosure Agreement ("Agreement") is made as of _____, 2019 by and between Lexington-Fayette Urban County Government, an urban county government organized pursuant to chapter 67A of the Kentucky Revised Statutes, which has its primary place of business at 200 East Main Street, Lexington, Kentucky 40507, ("Recipient") and Kentucky-American Water Company, Inc., a Kentucky corporation (the "Company").

In consideration of the following and intending to be legally bound hereby, the parties hereto agree as follows.

1. The undersigned signatory on behalf of the Recipient is the Mayor of the Recipient (the "Authorized Custodian") and has the authority on behalf of the Recipient to enter into this Agreement. The Recipient's obligations under this Agreement are valid, binding and legally enforceable against the Recipient.
2. On behalf of the Recipient, the Authorized Custodian has requested that the Company deliver to the Recipient an Official Use System Map of the Company's system (the "Map"). A copy of the Recipient's request is attached hereto as Exhibit B.
3. Recipient agrees to keep the Map, its contents, descriptions thereof and the Map's physical location confidential. Recipient shall use the Map solely in accordance with the Recipient's Request and for no other purpose (the "Official Use"). Recipient shall keep the Map in a secure location and shall restrict access to the Map solely to Recipient's employees and agents who need to know the information contained in the Map for the Official Use.
4. The Company shall not be responsible for the accuracy of any information or data contained in the Map. The Company shall be under no obligation to update the Map or otherwise inform the Recipient of any change of circumstances that would render the Map to be inaccurate, except as required by law.
5. The Map shall at all times remain the property of the Company and Recipient agrees to return the Map promptly upon request by the Company. The Map shall not constitute a public record for the purpose of any "freedom of information," "open public record" or similar type statute or regulation (an "Open Records Law"). In the event the Map becomes the subject of a public disclosure or similar request under an Open Records Law, Recipient shall promptly notify the Company of such request and shall afford the Company all means necessary for the Company (at the Company's expense) to take any legal action to prevent any public disclosure of the Map under such Open Records Law.
6. Recipient will not make or authorize to be made any copies of the Map or portions thereof or any drawings or other description or representation of the Map or portions thereof unless authorized by the Company in writing, and will return all of the said copies, drawings and representations upon request by the Company. Recipient's obligations of confidentiality shall apply to such copies, drawings and representations. Recipient's obligations of confidentiality shall continue and survive following the return to the Company of the Map and any such copies, drawings and representations.

7. The parties agree that their respective obligations under this Agreement are necessary for the protection of the proprietary and other interests of each of them. The parties acknowledge and agree that any breach or violation by one of them of any of the terms of this Agreement will result in immediate and irreparable injury and harm to the other and will cause damage to the other in an amount difficult to ascertain. Accordingly, each of the parties shall be entitled to the remedies of injunction and specific performance or either of such remedies, as well as to all other legal or equitable remedies to which it may be entitled in the event of any such breach or violation by the other party.

8. This Agreement shall be construed in accordance with the laws of the Commonwealth of Kentucky. This Agreement shall not constitute consent to jurisdiction or venue by either party.

9. This Agreement and any amendments hereto may be executed by facsimile signature and in any number of counterparts, all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement this _____ day of _____, 2019.

RECIPIENT

COMPANY

Lexington-Fayette Urban County Government

Kentucky-American Water Company

(Authorized Signatory)



(Authorized Signatory)

Linda P. Gorton

Brent E. O'Neill

(Printed Name)

(Printed Name)

Mayor

Director of Engineering

(Position)

(Position)

(Date)

1/30/19
(Date)