

**ELECTRIC VEHICLE CHARGING STATION
PLACEMENT MASTER AGREEMENT**

THIS ELECTRIC VEHICLE CHARGING STATION PLACEMENT MASTER AGREEMENT (“Master Agreement”) is made and entered this ____ day of _____, 2016, by and between Kentucky Utilities Company (“KU”), Lexington-Fayette Urban County Government (“LFUCG”), and Lexington and Fayette County Parking Authority (“LFCPA”) (collectively “the Parties”).

WHEREAS, KU has received authorization from the Kentucky Public Service Commission to provide electric vehicle charging services to the general public;

WHEREAS LFUCG owns, controls, and manages public rights-of-way within Fayette County that are suitable to locate electric vehicle charging stations (“Charging Stations”);

WHEREAS, LFCPA owns, controls, manages, and operates parking facilities and parking-metered spaces within Fayette County, Kentucky, which are suitable to locate electric vehicle charging stations;

WHEREAS, LFUCG may establish and enforce restrictions on the use of its rights-of-way and LFCPA’s facilities to ensure and encourage the efficient and effective use of Charging Stations;

WHEREAS, LFUCG views the greater use of electric vehicles as a means to decrease transportation greenhouse gas emissions, improve air quality, and enhance the quality of life for the citizens of Fayette County;

WHEREAS the installation of Charging Stations will promote and enhance the use of electric vehicles;

WHEREAS, the Parties desire to establish the general terms for the placement and location of KU Charging Stations on public rights-of-ways and at LFCPA parking facilities and parking-metered spaces that will be incorporated into and govern their agreements for the placement of individual Charging Stations at specific locations (“Site Agreements”).

NOW THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the Parties agree that:

1. The Parties shall execute a Site Agreement for each Charging Station placed in the right-of way that LFUCG controls, owns or manages; provided, however, that LFCPA shall be a party only to those Site Agreements involving an LFCPA parking facility or parking-metered space and any Site Agreement to which LFCPA is not a party shall not confer any right or benefit or impose any obligation or duty upon LFCPA. Except as expressly provided in the Site Agreement, the terms of this Master Agreement will be incorporated by reference into each Site Agreement.

2. The term of each Site Agreement shall be for five years from the date of installation of a Charging Station(s) and for such time thereafter until terminated by providing 30 days prior written notice to the other parties to the Site Agreement.

3. KU shall consult with LFUCG, and if necessary, with the Kentucky Department of Transportation to determine the safest and most efficient station placement whenever a Charging Station is to be placed within the public right-of-way. The terms of such agreement shall be reduced in writing in the individual Site Agreement in accordance with Sections 1 and 2 of this Agreement. Neither this Agreement nor the provisions contained in any Site Agreement shall relieve KU from compliance with Chapter 17C of the Lexington-Fayette County Code of Ordinances governing the use of public streets and sidewalks.

4. LFUCG and LFCPA grant KU the exclusive right to install, operate, and maintain a Charging Station at the location set forth in the Site Agreement (“the Site”). The Site Agreement shall contain a description of the Charging Station(s) to be placed at the Site. Neither LFUCG nor LFCPA shall charge KU any fee for the use of any Site, unless stated otherwise in an individual Site Agreement, and LFCPA agrees to forego any parking meter revenue that it would otherwise receive from its use of the Site during the term of the Site Agreement in exchange for KU making the Charging Station(s) available for public use at the Site.

5. Each party shall, at its option, have the right to publicize the location and availability of the Charging Station(s), provided however, that any materials containing or using KU’s name, logo or trademark shall be subject to KU’s prior review and approval. Subject to the terms of this Agreement, the Parties hereby grant each other a free, non-exclusive, limited, and revocable license to use their intellectual property solely in accordance with the terms, conditions, and intended uses of this Master Agreement. All other rights are reserved and retained by their prospective owner.

6. KU may install appropriate signage at the Site. This signage may prohibit a non-electric vehicle’s use of the Site, may specify a time limit for usage, and may require the electric vehicle be plugged to the Charging Station(s) while occupying the space. KU may also paint an appropriate symbol on the Site’s parking surface to reflect the Site’s restricted use. KU shall obtain the approval of LFUCG and LFCPA prior to the posting of any signage or painting of any parking surface at the Site.

7. KU at its sole discretion shall select the logo or other markings or postings that may be placed on or affixed to the Charging Station(s).

8. The Charging Station(s) shall at all times be available for access and use by the public; provided, however, that access to the Charging Station(s) may be restricted in cases of emergency, street closure, or construction activity. LFUCG and LFCPA shall exercise reasonable efforts to limit and reduce the time of such restrictions in access.

9. LFUCG and LFCPA shall take all reasonable actions necessary to restrict the use of the Site to electric vehicles using the Charging Station and to enforce such restrictions through appropriate measures, including the issuance of citations for violations of Chapter 18 of the Lexington-Fayette County Code of Ordinances.

10. KU shall arrange for the installation of the Charging Station(s) at the Site upon reasonable advance notice to LFUCG and LFCPA and shall be responsible for all costs related to the installation, maintenance, and operation of the Charging Station(s).

11. KU is solely responsible for maintenance and repair of each Charging Station. Except in cases in which the public safety requires the immediate repair or service, KU shall not be required to perform any service and maintenance on any Charging Station at any time other than its regularly scheduled working hours. In the event of any Charging Station failure, damage, or other problem requiring repair, replacement, adjustment, or maintenance, LFCPA shall notify KU or its agent at 1-888-758-4389 within a reasonable period of time upon becoming aware of such failure or problem. KU or its representatives shall at any reasonable time and at all times during business hours have the right to enter upon the Sites for the purpose of inspecting, repairing, maintaining or upgrading the Charging Station(s) and observing its use.

12. The Charging Station(s) shall remain at all times KU's personal property.

13. Responsibilities for the repair and restoration of a Site upon the expiration of a Site Agreement's term, if any, shall be set forth in the Site Agreement and shall be determined by the Parties based upon the Site's location and unique characteristics.

14. LFUCG and LFCPA represent and warrant that they have the legal authority and right to control and manage the Sites and to authorize the placement of a Charging Station on the Site identified in the Site Agreement for the term of that Site Agreement.

15. The services of each Charging Station are provided to the public under the terms and conditions set forth in KU's EVC (Electric Vehicle Charging) Rate Schedule, which is filed with the Kentucky Public Service Commission. KU may assess a fee for use of any Charging Station. All fees and terms and conditions related to the charging services are subject to the review and approval of the Kentucky Public Service Commission. KU may periodically apply to the Kentucky Public Service Commission to adjust such fee or revise those terms and conditions of service. LFCPA and LFUCG shall have no right or claim to any fees assessed for charging services.

16. KU currently maintains a self-insurance plan that is in excess of a commercial liability insurance policy in the amount of at least \$1,000,000 per occurrence with a \$2,000,000 aggregate. Throughout the term of each Site Agreement executed pursuant to this Master Agreement, KU will continue to maintain a self-insurance plan or an equivalent commercial general liability policy.

17. KU shall indemnify, save, hold harmless and defend LFUCG and its elected and appointed officials, employees, agents, and successors in interest from and against all liability, damages, and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees that arise or are alleged to have arisen, directly or indirectly, from or by KU's performance or breach of this Agreement provided that: (a) it is attributable to personal injury, bodily injury, sickness, or death, or to injury to or destruction of property, or to or from the negligent acts, errors or omissions or willful misconduct of KU; and (b) not caused by the negligence or willful misconduct of LFUCG. This provision shall in no way be limited by any financial responsibility requirements with respect to motor vehicles or insurance requirements, and shall survive the termination of this Agreement. KU acknowledges and agrees that LFUCG is a political subdivision of the Commonwealth of Kentucky and therefore unable to provide indemnity or otherwise save, hold harmless, or defend KU in any manner.

+ LFCPA *KLW*
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18. No party will be liable for failure to perform its obligations under this Agreement if such failure is due to acts or events beyond the party's reasonable control.

19. No party may assign or dispose of any of its rights or obligations under this Agreement without the prior written consent of the other parties, and such consent shall not be unreasonably withheld, conditioned or delayed. This Agreement is binding on the successors and permitted assigns of the parties.

20. A waiver by any party of a breach of any provision of this Agreement shall not constitute a waiver of that party's rights to otherwise demand strict compliance with this Agreement and any of its provisions.

21. This Master Agreement shall continue in effect until terminated by any party providing 30 days prior written notice to the other parties to this Master Agreement. Termination of the Master Agreement shall not affect the terms and conditions of any Site Agreement. Any Site Agreement that incorporates the terms of this Master Agreement and that is executed prior to the termination of the Master Agreement shall continue in effect for the term set forth in or incorporated by reference into that Site Agreement.

22. Except as otherwise provided in this Master Agreement, notice provided under this Master Agreement or any Site Agreement shall be in writing and delivered by certified United States mail, return receipt requested, addressed to the other parties at their respective addresses as listed below. A party shall notify the other parties of any change in its address for notice in accordance with the terms of this section.

Kentucky Utilities Company
Attn: Manager Smart Grid Development
220 West Main Street
Post Office Box 32010
Louisville, Kentucky 40202
E-mail: jeff.myers@lge-ku.com

Lexington and Fayette County Parking Authority
Attn: Executive Director
162 East Main Street, Suite 212
Lexington, KY 40507
E-Mail: gmeans@lexpark.org

Lexington-Fayette Urban County Government
Attn: Commissioner, Environmental Quality & Department of Public Works
200 E. Main St., Government Center, 9th Floor
Lexington, KY 40507

23. This Agreement shall be construed, interpreted and enforced in accordance with the laws of the Commonwealth of Kentucky.

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IN WITNESS WHEREOF, the undersigned duly authorized representatives of the parties have executed this Agreement as of the date first written above.

KENTUCKY UTILITIES COMPANY

By: Jeff Myers

Name: Jeff Myers

Title: Manager Smart Grid Development

LEXINGTON AND FAYETTE COUNTY
PARKING AUTHORITY

By: Gary A. Means

Name: Gary A. Means

Title: Executive Director

LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT

By: _____

Name:

Title: