
(Space above reserved for Recorder)

AGREEMENT

1. *Date of Neighbor Agreement:* **June 25, 2025**
 2. *Owner:* **Donna Hendricks, unmarried, and Sharon Hendricks, unmarried**
 3. *Owner(s) address:* **2529 Bean Cemetery Road, Madisonville, KY 42431**
 4. *Developer:* **Kentucky Municipal Energy Agency, an interlocal agency**
 5. *Developer Address:* **1700 Eastpoint Parkway, Suite 220, Louisville, Kentucky 40223**
 6. *Legal Description of Property Subject to Lease:* **See Exhibit "A"**
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NEIGHBOR AGREEMENT

THIS AGREEMENT (this "Agreement") is made, dated, and effective as of June 25, 2025 (the "Effective Date") by and between Donna A. Hendricks, unmarried, and Sharon M. Hendricks, unmarried, with a mailing address of 2529 Bean Cemetery Road, Madisonville, KY 42431 (collectively "Owner"), and Kentucky Municipal Energy Agency, an interlocal agency, located at 1700 Eastpoint Parkway, Suite 220, Louisville, Kentucky 40223 ("KYMEA"). Owner and KYMEA may hereafter be referred to herein individually as a "Party" and together as the "Parties."

RECITALS

- A. Owner owns the real property described on Exhibit A attached hereto and made a part hereof and whose land is not a part of the Project as defined below ("Owner's Property").
- B. KYMEA plans to construct and operate a natural gas power plant ("Project") on certain property located in the City of Madisonville, Kentucky ("Project Property"). The Project will include reciprocating internal combustion engine generators, operations building, vehicles and personnel, electrical transmission lines, and switchyard that will be installed on land adjacent to or near Owner's Property.
- C. KYMEA made application for a Construction Certificate to the Kentucky Siting Board and received such by order dated April 2, 2025 conditioned with certain mitigations measures contained therein in Appendix A and Owner has received a copy of same. Owner further agrees that they have been notified about KYMEA's Complain Resolution Program to address any complaints relating to the project.
- D. Although KYMEA is taking commercially reasonable measures to minimize the effects of the operation and construction of the Project near or adjacent to the Owner's Property, Owner understands and accepts that the Project may have some impacts on the Owner's Property.
- E. KYMEA and Owner believe it is in their mutual best interest to enter into this Agreement to document their expectations as to possible effects of construction and operation of the Project. KYMEA wishes to obtain Visual Easements, Construction and Operations Understanding, and Setback Waivers, as described below, from Owner for the benefit of the Project and as an opportunity to provide Owner with certain economic benefits from the construction and operation of the Project.

AGREEMENT

1. Grant of Visual Easements. Owner hereby grants and conveys to KYMEA an exclusive easement on, over, under and across all of the Owner's Property to permit the Project located on adjacent property or elsewhere to potentially impact view or have visual effects from the Owner's Property ("Visual Easements"). Owner hereby grants the Visual

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Easements and agrees that no additional visual screening or vegetation ("Visual Buffer") is required for the Project.

2. Construction and Operations Impact. KYMEA recognizes that Owner, due to the Owner's Property being located in the vicinity of the construction and operation areas, may be inconvenienced by construction and operation sound and activities from time-to-time. Owner acknowledges KYMEA has informed Owner of the potential impacts of construction and operation and agrees that the compensation provided in this Agreement is adequate for the impacts described. In further consideration of the compensation paid to Owner in this Agreement, Owner hereby waives and releases KYMEA from any and all legal claims that Owner may raise against the KYMEA arising from KYMEA's activities, to the extent that KYMEA is operating within reasonable industry standards and in accordance with applicable law pertaining to the Construction or Operations of the Project ("Construction and Operations Understanding"). Owner hereby agrees that KYMEA need not devise and implement a method for mitigating construction noise.

3. Construction Hours. Owner hereby agrees that construction of the Project may occur anytime during daylight hours.

4. Setbacks. Based on the current design, KYMEA anticipates that the Project and the switching station serving the Project will be across AC Slaton Road from the Owner's Property and will maintain setbacks from the current location of the residence on Owner's Property as shown on Exhibit C and as enumerated in the following table:

Feature	Approximate Distance to Residence
Center of Nearest Stack	956 feet 965 <i>OK</i>
Southeast Corner of Engine Hall	823 feet
Switching Station Fence	250 feet

It should be noted that the nearest stack is 44 feet less than the Siting Board setback of 1000 feet. Owner acknowledges this design and hereby waives enforcement of any applicable setback requirements with respect to the Project near Owner's Property. If any permit or private agreement, or restriction, or any law, rule or ordinance of any governmental agency imposes setback requirements or otherwise restricts the development of the Project in any way including without limitation restricting the location of any infrastructure near the Owner's Property, Owner shall cooperate with and assist KYMEA in obtaining any written evidence of such waiver or variances from such requirements as granted by this Agreement, at no cost to Owner and in form acceptable to KYMEA ("Setback Waivers"). KYMEA shall comply with the minimum setbacks established in the Madisonville Code of Ordinances as of the date of this agreement.

5. Future Easement. Owner acknowledges that the Project may need to connect to electric transmission facilities located on Owner's Property near AC Slaton Road. After final site design is complete and exact points of interconnection are determined, Owner agrees to execute an easement agreement with the applicable person or entity, which will provide the legal right to utilize Owner's Property for that purpose.

6. No Public Opposition of Project. Owner hereby agrees that it shall not publicly oppose, testify against, petition against, or take legal action against KYMEA, the Project, or other participants in the Project. If Owner has any concerns regarding the Project, Owner will communicate directly with KYMEA to resolve the issues.
7. Payments. In consideration of this Agreement and the rights granted herein, KYMEA shall pay to Owner a fee as described in Exhibit B. Prior to recording this Agreement, Exhibit B of this Agreement shall be removed, and the removal of which shall not affect the validity of this Agreement.
8. Term. The term of this Agreement (the "Term") shall commence upon the Effective Date and shall continue for as long as the Project is present.
9. Title. Owner warrants and represents that Owner is the sole owner of the entire Owner's Property in fee simple, and each person or entity signing this Agreement on behalf of Owner has the full and unrestricted authority to execute and deliver this Agreement and to grant the rights herein granted. All persons having any ownership interest in the Owner's Property (including spouses) are signing this Agreement as Owner. There are no third-party rights, encumbrances or liens against the Owner's Property except those disclosed by Owner to KYMEA in writing, if any.
10. Assignment. KYMEA shall have the right without Owner's consent to sell, convey, lease, or assign all or any portion of this Agreement to one or more persons or entities (collectively, "Assignees") and to enter into collateral assignments of this Agreement to lenders or mortgagees (collectively, "Lenders") as security for one or more loan transactions. Under no circumstances shall any Lender or Assignee have any greater rights of ownership or use of the Easements than the rights granted to KYMEA in this Agreement.
11. Covenants Running with the Land. The Parties hereby agree that all of the covenants and agreements contained in this Agreement touch and concern the real estate described in this Agreement and are expressly intended to, and shall, be covenants running with the land and shall be binding and a burden upon Owner's Property and each Parties' present or future estate or interest therein and upon each of the Parties, their respective heirs, administrators, executors, legal representatives, successors and assigns as holders of an estate or interest in the Owner's Property (including without limitation, any Lender or other person acquiring title from any such person upon foreclosure or by deed in lieu of foreclosure), and shall benefit KYMEA and its respective heirs, administrators, executors, legal representatives, successors and assigns and the Project Property.
12. Entire Agreement. This Agreement constitutes the entire agreement between Owner and KYMEA and no promises or representations, express or implied, either written or oral, not herein set forth shall be binding upon or inure to the benefit of Owner and KYMEA. This Agreement shall not be modified by any oral agreement, either express or implied, and all modifications hereof shall be in writing and signed by both Owner and KYMEA.

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13. Remedies and Termination. If KYMEA violates the terms or conditions of this Agreement, Owner shall be entitled to any remedy available under applicable law or equity. If Owner violates the terms or conditions of this Agreement, KYMEA shall be entitled to any remedy available under applicable law or equity.

14. Notices. Any notice to be given hereunder or which either Party wishes to give to the other shall be in writing and may be delivered personally to the other or given by mailing by depositing the same in the U.S. Mail, with all postage and certification charges thereon prepaid, in a sealed envelope and sent by registered or certified mail with return receipt requested, addressed as follows:

If to Owner: Donna A. Hendricks
Sharon M. Hendricks
2529 Bean Cemetery Road,
Madisonville, KY 42431

If to KYMEA: Kentucky Municipal Energy Agency
1700 Eastpoint Parkway, Suite 220
Louisville, Kentucky 40223

or to such other address as either Party shall hereafter specify by written notice to the other. Any notice shall be deemed delivered three days after deposit in the mail in accordance with the foregoing provision.

15. Cooperation. Owner shall cooperate with KYMEA in the execution and delivery of any consents, estoppel certificates, and other documents as a KYMEA, its Lender, or other parties entering into a transaction with KYMEA may reasonably request, including, without limitation, any instruments reasonably required to evidence KYMEA's rights under this Agreement.

16. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky.

[signature pages to follow]

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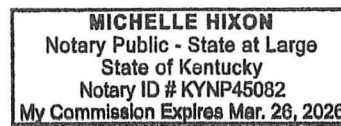
IN WITNESS WHEREOF, Owner and KYMEA have caused this Agreement to be executed and delivered as of the Effective Date set forth above.

OWNER:

DONNA A. HENDRICKS

By: Donna Hendricks
Name: Donna A. Hendricks

STATE OF KENTUCKY)
)
COUNTY OF HOPKINS)



This instrument was acknowledged before me on this 25 day of June, 2025 by Donna A. Hendricks, a resident of the State of Kentucky.

Michelle M. Hixon
Notary Public, State of Kentucky

My Commission Expires: March 26, 2026

IN WITNESS WHEREOF, Owner and KYMEA have caused this Agreement to be executed and delivered as of the Effective Date set forth above.

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OWNER:

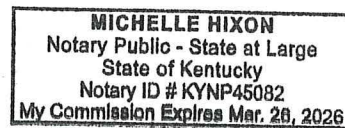
SHARON M. HENDRICKS

By 

Name: Sharon M. Hendricks

STATE OF KENTUCKY)

COUNTY OF HOPKINS)



This instrument was acknowledged before me on this 25th day of June, 2025 by Sharon M. Hendricks, a resident of the State of Kentucky.



Notary Public, State of Kentucky

My Commission Expires: March 26, 2026

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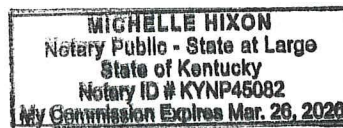
IN WITNESS WHEREOF, Owner and KYMEA have caused this Agreement to be executed and delivered as of the Effective Date set forth above.

KYMEA

KENTUCKY MUNICIPAL ENERGY AGENCY

By: D. Buresh
Name: Doug Buresh
Title: President and CEO

STATE OF KENTUCKY)
)
COUNTY OF JEFFERSON)



This instrument was acknowledged before me on this 25th day of June, 2025 by Doug Buresh as President and CEO of the Kentucky Municipal Energy Agency, an interlocal agency of the State of Kentucky.

Michelle M. Hixon
Notary Public, State of Kentucky

My Commission Expires: March 26, 2026

This Instrument Prepared By:

M. Todd Osterloh
M. Todd Osterloh
Sturgill, Turner, Barker & Moloney, PLLC
333 West Vine Street, Suite 1500
Lexington, KY 40507
(859) 255-8581

EXHIBIT A

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Description of Owner's Property

TRACT No. 22 & 23: Being part of an original tract of land containing 61½ acres more or less on the waters of Clear Creek, bounded as follows:

On the North by A.C. Slaton Road and the L&N Railroad right-of-way; on the West by the P&L Railroad right-of-way; on the South by Highway 1302; and on the East by Bean Cemetery Road.

Being the same property conveyed to Donna A. Hendricks and Sharon M. Hendricks by Deed dated June 23, 2017 and recorded in Deed Book 756, Page 786 in the office of the Clerk of Hopkins County, Kentucky.



2025006472

HOPKINS CO, KY FEE \$62.00

PRESENTED / LODGED: 07-11-2025 11:13:03 AM

RECORDED: 07-11-2025

KEENAN CLOERN

CLERK

BY: NICOLE COFFMAN

DEPUTY CLERK

BK: DEED 835

PG: 458-466