

**STORMWATER REMEDIATION PROJECT AGREEMENT
BETWEEN THE CITY OF DAYTON, KENTUCKY AND
ARTHUR KUNATH AND KATHERINE JANE KUNATH**

This Agreement (“Agreement”) is entered into as of the ____ day of _____, 2026 by and between and the City of Dayton, Kentucky, a Kentucky municipal corporation whose principal place of business is 514 Sixth Avenue, Dayton, Kentucky 41074 (the “City”), and Stephen Arthur Kunath and Katherine Jane Kunath (“Property Owner”), whose address is 152 Grant Park Drive, Dayton, Ky. (PIDN: 999-99-08-702.28) (“Property”).

WITNESSETH:

WHEREAS, the City of Dayton (“City”), the Grant Park Homeowners Association, the Sanitation District No. 1, and the owners of properties located at 152 Grant Park Drive (“Subject Properties”) have agreed to work together to jointly address stormwater issues at the Subject Properties and on and under the streets, sidewalks, and right-of-ways abutting these properties;

WHEREAS, SD1 maintains a municipal separate storm-sewer system along Grant Park Drive pursuant to a Transfer and Assignment of the SD1 Stormwater Drainage System Agreement between the City and SD1;

WHEREAS, SD1 provides a Stormwater Public Cost-Share Program to help local governments and their residents construct stormwater projects to address stormwater drainage issues (“Cost-Share Program”);

WHEREAS, the City applied to SD1 for financial assistance through its Cost-Share Program and SD1’s Board of Directors approved its request and each owner of the Subject Properties have agreed contribute to the project cost to connect the discharge pipes from their sump pumps on private property into the public stormwater system on Grant Park Drive (“Stormwater Remediation Project”);

WHEREAS, the total cost to design and construct the Stormwater Remediation Project is approximately \$24,119.00 (“Project Cost”).

WHEREAS, the City and the Property Owner are agreeable to entering into a contract for the purpose of constructing the Stormwater Remediation Project; and

WHEREAS, the parties desire to more completely set out their mutual promises and obligations under this Agreement;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and the Property Owner hereby agree as follows:

1. COST-SHARING AGREEMENT; PAYMENT; RESTORATION

Property Owner agrees to pay \$2,500 to the City to cover its portion the Project Cost for the Stormwater Remediation Project, which will connect the discharge pipe from its private sump pump

into the public stormwater system and also collect other stormwater and groundwater flowing on and under the Property into this stormwater system. The Property Owner may elect one of two ways to pay for its portion of the Project Cost.

The Property Owner may make an up-front payment of \$2,500 to the City upon execution of this Agreement. In the alternative, the Property Owner may authorize the City to make a special assessment against its property (“Special Assessment”) to pay for its share of the Stormwater Remediation Project. Failure of the Property Owner to remit the \$2,500 up-front payment upon execution of this Agreement authorizes the City to treat Property Owner’s payment as a Special Assessment. Under the Special Assessment approach, the Property Owner will pay to the City three separate annual payments in the amount of \$833.33 for its portion of the Project Cost, which will be assessed to the Property Owner on the City’s annual property tax bills for the 2026, 2027, and 2028 tax years.

If Property Owner fails to pay the annual Special Assessment by the due date set forth on the property tax bill, the Property Owner hereby authorizes and consents to the City placing a lien on the Property (“Lien”) to recover any past due amounts and any remaining amounts due on Special Assessment, plus \$46 to cover the filing and releasing of the Lien with the Campbell County Clerk’s Office, as well as any attorney fees and costs incurred by the City in preparing and filing the Lien and enforcing the Lien in Campbell Circuit Court.

Please indicate which approach you wish to take by placing an “x” before one of the two alternatives below:

_____ \$2,500 up-front payment to the City upon execution of this Agreement.

_____ Three annual \$833.33 Special Assessment payments added to the City’s property tax bill.

By making the above-referenced selection, you are authorizing and consenting to the City taking the action set forth in this paragraph.

After construction of the Stormwater Remediation Project is completed, the City, through its contractors and/or its employees and agents, will restore the Property back to substantially the similar condition as it was before the construction work began.

2. DECLARATION OF EASEMENTS

Property Owner will execute a Declaration of Easements to provide both a temporary construction easement and permanent easement for the installation and construction of drains, pipes, and other materials and equipment needed to collect and direct stormwater and groundwater from the Property Owner’s property into the public stormwater system as part of the Stormwater Remediation Project, a copy of which is attached hereto and made by reference a part hereof.

3. NOTICES

Any notices required or permitted to be given under this Agreement will be sufficient if furnished in writing, sent by registered mail to the parties at their respective addresses as written in

the first paragraph above, unless and until either party sends to the other written notice of a change of such address. A copy of any notice to City shall be sent in care of City Administrator Jay Fossett.

4. GOVERNING LAW

This Agreement shall be construed and governed according to the laws of the Commonwealth of Kentucky.

5. PARAGRAPH HEADINGS

The paragraph headings contained in this Agreement are for convenience only and shall not be construed as a part of this Agreement.

6. AMENDMENTS AND MODIFICATIONS

This Agreement may be modified or amended only by written agreement of the parties hereto.

7. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding and agreement now existing between the parties with respect to the subject matter hereof and supersedes any prior agreement with respect thereto.

8. BINDING NATURE

This Agreement is binding upon the respective heirs, successors, and permitted assigns of the parties.

9. COUNTERPARTS

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and together shall constitute one and the same agreement, with one counterpart being delivered to each party hereto.

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

CITY OF DATYON, KENTUCKY

PROPERTY OWNER

By: _____
Mayor Ben Baker

By: _____
Stephen Arthur Kunath

Date: _____

By: _____
Katherine Jane Kunath

Date: _____

Exhibit A:
Declaration of Easements

DECLARATION OF EASEMENTS

THIS DECLARATION OF EASEMENTS (this “Declaration”) is made as of this the ____ day of _____, 2026, by the **PROPERTY OWNER**, whose address is 152 Grant Park Drive, Dayton, Kentucky 41074, on behalf of itself and all future owners of the Property (“Declarant” and “Owner”).

RECITALS:

A. Declarant is the Owner of certain real property located in Campbell County, Kentucky identified by Campbell County PIDN 999-99-08-702.28, commonly referred to as 152 Grant Park Drive, as is more particularly described on Exhibit A attached hereto and made a part hereof (the “Property”).

B. Declarant is jointly participating – along with the City of Dayton, Kentucky (“City”) and the Sanitation District No. 1 (“SD1”) – in the construction of a stormwater sewer improvement project on the Property to address stormwater drainage issues there (“Stormwater Remediation Project”);

C. Declarant desires to establish a temporary construction easement as well as a permanent easement for the installation and construction of drains, pipes, and other materials and equipment to collect and direct stormwater from the Property into the public stormwater system as part of the Stormwater Remediation Project, all as more fully set forth in this Declaration.

NOW, THEREFORE, Declarant, as the Owner of the Property, in consideration of the City and SD1 expending money to make stormwater infrastructure improvements on my property, do hereby declare and set forth this Declaration, which shall run with the land described herein and be binding upon all parties and persons claiming an interest in any of the Property described herein.

WITNESSETH:

1. Declaration of Easements.
 - (a) Temporary Construction Easement.

Declarant hereby declares and establishes a temporary nonexclusive easement and right-of-way (“Temporary Construction Easement”) for the benefit of the City and its contractors, employees, and agents, over and across the Property for the purpose of (i) installing, constructing, and equipping the Stormwater Remediation Project on a portion of the Property, which is shown in the Plat attached hereto as Exhibit B. The Temporary Construction Easement includes, but is not limited to, the right and privilege by the City (and its contractors, employees, and agents) to store and setup vehicles, heavy equipment, and machinery (“Construction Equipment”) on the Property and go onto and across the Property with Construction Equipment to undertake construction, digging, grading, clearing, and dirt-moving work that may be needed for the construction of the Stormwater Remediation Project. The Temporary Construction

Easement shall expire and terminate, without the requirement of any further documentation, upon the completion of the Stormwater Remediation Project.

(b) Permanent Easement.

Declarant hereby declares and establishes a permanent nonexclusive easement and right-of-way related to the Stormwater Remediation Project for the benefit of the City and SD1 and over and across that portion of the Property depicted and described on attached Exhibit B for construction of the Stormwater Remediation Project and future maintenance of drains, pipes, and other materials and equipment installed as part of the Stormwater Remediation Project.

2. Covenant Running With Land.

The Temporary Construction Easement and Permanent Easement (collectively, the “Easements”) created by this Declaration shall be deemed to be covenants running with the land and shall be binding upon any future Owner of the Property, and any persons or entities who may from time to time succeed to the interest of the same. Furthermore, in the event of any legal subdivision(s) of the Property into multiple parcels, the Easements made in this Declaration shall be deemed to continue in full force and effect. By acceptance of any deed, or execution of any lease or contract, or undertaking occupancy of the Property, each Owner and all other persons acknowledge the rights and powers of Declarant with respect to the easements granted herein, and also for itself, its heirs, personal representatives, successors and assigns, covenant, agree and consent to and with Declarant and the Owners and subsequent Owners of the Property to keep, observe, comply with, and accept the obligations under this Declaration.

4. Governing Law.

This Declaration shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky.

5. Notices.

Any request, notice, approval, or communication authorized or required by this Declaration shall be effective if such request, notice, approval or communication is in writing, and is delivered personally and a receipt therefore is obtained, or is sent by certified mail, return receipt requested, and postage prepaid, addressed to the other party as follows:

If to Declarant: Stephen Arthur Kunath
152 Grant Park Drive
Dayton, Kentucky 41074

If to City: City of Dayton, Kentucky
514 Sixth Avenue
Dayton, Kentucky 41074
Attention: City Administrator

6. Counterparts.

This Declaration of Easements may be executed in any number of copies and counterparts, each of which will be deemed an original and all of which counterparts together will constitute one agreement with the same effect as if the parties had signed the same signature page.

IN WITNESS WHEREOF, this Declaration has been executed as of the date first set forth above.

DECLARANT AND OWNER:

By: _____
Stephen Arthur Kunath

By: _____
Katherine Jane Kunath

STATE OF KENTUCKY)
)SS
COUNTY OF CAMPBELL)

The foregoing Declaration was acknowledged and sworn to before me on _____, 2026, by Stephen Arthur Kunath and Katherine Jane Kunath, whose address is 152 Grant Park Drive, Dayton, Kentucky 41074.

Notary Public

My commission expires: _____

Exhibit "A"

Legal Description

GROUP NO: 41692/A4
PIDN 999-99-08-702.28
PLAT CABINET E, SLIDES 506B, 507A, 507B AND 508A

PROPERTY ADDRESS: 152 GRANT PARK DRIVE, DAYTON KY 41074

Being all of Lot Number 20, Grant Park PUD, Section 1, as recorded in Plat Cabinet E, Slides 506B, 507A, 507B, and 508A of the Campbell County Clerk's records at Newport, Kentucky.

Exhibit “B”

Plat of Easement Area

(To be forthcoming)