

MUNICIPAL RESOLUTION NO. 2016-02

**A MUNICIPAL RESOLUTION OF THE CITY OF DRY RIDGE, IN GRANT
COUNTY, KENTUCKY, AUTHORIZING**

“Granting easement to Cincinnati Bell Telephone Company, LLC”

A RESOLUTION of the **City of Dry Ridge**, authorizing the Mayor to grant an easement agreement with Cincinnati Bell Telephone Company, LLC (CBTC), to execute any documents which are deemed necessary by CBTC to facilitate and administer the project and to act as the authorized correspondent for this project.

WHEREAS, the City of Dry Ridge, Kentucky, Grant County, Kentucky, desires to allow CBTC to place certain telephone equipment on City owned property, and;

WHEREAS, Cincinnati Bell Telephone Company, LLC agrees to pay fees associated to the City of Dry Ridge for such easement.

NOW, THEREFORE, be it resolved this 2nd day of May, 2016, by the City of Dry Ridge, Kentucky, Grant County, Kentucky.

The Mayor is hereby authorized to execute and furnish all required documentation, including an easement agreement, a description of easement area and plat.

Done this 2nd day of May, 2016, on a motion made by Fred Money and seconded by Sara Cummins.


Members present voting in favor:


Fred Money
Kenny Edmondson
Joni Pelfrey
Jim Hendy
Carissa Hughett
Sara Cummins

Members present voting against:

None

ATTEST



Amy Kenner, City Clerk

James Wells, Mayor



Transmittal Form

Shipment No :WT_DRCB-T536B

Date: 5-12-16

Project: 2504-001

Ship To: CITY OF DRY RIDGE, KENTUCKY

Quantity	Description
1	Copy filed easement -12' X 20' CABINET EASEMENT at 31 Broadway Dry Ridge, KY
1	Check for \$500.00 made out to "City of Dry Ridge, Kentucky"

I agree that the items and quantities described above have been received in this shipment.

Signature

Printed Name

Amy Kenner

Date

5-12-16

COPY

(space above this line for recording purposes)

EASEMENT AGREEMENT

This Easement Agreement (the "Agreement") is made as of this 3rd day of May 2016, by and between **THE CITY OF DRY RIDGE** its successors and assigns (referred to herein as, "Grantor") whose tax mailing address is PO Box 145 Dry Ridge, Ky 41035 and **CINCINNATI BELL TELEPHONE COMPANY LLC**, an Ohio limited liability company, on behalf of itself, its affiliated companies, and any of its successors and assigns, with an address of 221 E. Fourth Street, Cincinnati, Ohio 45202 (referred to herein as, "Grantee").

Recitals:

A. Grantor is the record title owner of that certain real property commonly known as The City of Dry Ridge Administrative Offices and City Building which is more particularly described on **Exhibit A**, attached hereto and incorporated herein (the "Property").

B. Grantor agrees to grant to Grantee certain easement rights to the Property under the terms and conditions described herein.

NOW, THEREFORE, in consideration of the sum of Five Hundred and No/100 Dollars (\$500.00), the recitals set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Recitals. The above recitals are true and correct and incorporated herein.
2. Grant of Easement. Grantor, its successors and assigns, hereby grants to Grantee, its successors and assigns, a non-exclusive perpetual right of way and easement on, over, under, and across that portion of the Property as more particularly described on **Exhibit B (metes and bounds) & Exhibit C (plat drawing)**, attached hereto and incorporated herein (such area being referred to herein as, the "Easement Area") for the purposes of permitting Grantee, its affiliates, contractors, sub-contractors, licensees, and sub-licensees to construct, to construct, reconstruct, operate, maintain, repair, replace and remove underground, on-grade and above ground boxes, cabinets, structures, poles, decorative light posts, appurtenant wires, conduits, fiber, grounding systems, buried cables, electric and telecommunication lines and all other necessary or incidental facilities and equipment (the foregoing referred to herein as, the "Facilities") for the transmission and distribution of electrical energy and for telecommunications purposes using any technology (collectively, the "Easement").
3. Easement Use.

(a) Grantee shall have the right to keep the Easement Area free and clear of all trees, overhanging branches, bushes and other obstructions which, in the opinion of the engineers of the Grantee, its successors or assigns, may endanger the safety of or interfere with the construction, reconstruction, operation, maintenance, repair, replacement or removal of the Facilities.

(b) Grantor hereby grants to Grantee the non-exclusive right of ingress and egress over the Property to access the Easement Area over any and all of the parts of said Property including, but not by way of limitation, the right to use any and all driveways and parking areas for the purpose of constructing, reconstructing, maintaining, repairing, replacing and removing said Facilities, and the right to pile dirt and materials and to operate equipment on the surface of the land, both within the Easement Area and immediately adjacent thereto, during periods of construction, reconstruction, operation, maintenance, repair, replacement or removal of said Facilities.

(c) Grantor hereby covenants with Grantee that no building or other structure shall be erected within the Easement Area, and that no trees or deep rooted planting shall be placed or permitted to grow within the Easement Area. Grantor agrees that no cutting or filling will

be done within Easement Area after the installation of the Facilities and that Grantor shall not construct, or permit to be constructed, driveways, sidewalks, parking areas and utilities within the Easement Area.

4. Damage; Insurance and Indemnification.

(a) Excluding the removal of vegetation and obstructions as provided herein, any physical damage to the surface area of the Easement Area and the adjoining land of Grantor's Property resulting from the exercise of the rights granted herein to Grantee, shall be promptly paid by Grantee, or repaired or restored by Grantee to the condition it was in prior to the damage, all to the extent such damage is caused by Grantee, its agents, contractors, and licensees. Grantor hereby agrees to pay Grantee for the repair of any damage to the Facilities caused by Grantor, its agents, contractors, and licensees.

(b) Grantee shall obtain and maintain in full force and effect, at its own expense, Workers Compensation Coverage, in accordance with applicable state law where the Property is located, and Commercial General Liability insurance in the form and amount as Grantee deems appropriate. Grantor acknowledges that Grantee may retain, self insure or maintain deductibles in amounts to be determined by Grantee in its sole discretion.

(c) Grantee shall indemnify and hold harmless Grantor from and against any expense or damage incurred or suffered by the Grantor which is caused by the negligent act or omission of Grantee, its agents, contractors, and licensees in the installation, construction, operation, maintenance, repair, replacement, removal or use of its Facilities from or within the Easement Area, except where such damage was caused by the negligence of the Grantor.

(d) Grantor shall indemnify and hold harmless Grantee from and against any expense or damage incurred or suffered by Grantee which is caused by the negligent act or omission of Grantor, its agents, contractors, and licensees which impairs the rights and privileges of Grantee under this Agreement.

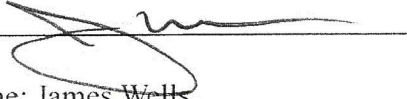
5. Notices. Any notices, demands, requests, consents, approvals, and other communications sent pursuant to this Agreement shall be in writing and will be conclusively deemed to have been received by a party hereto and to be effective if delivered personally to such party, or sent by facsimile transmission or other electronic means (if followed by recognized overnight mail service), by recognized overnight courier service, or by certified or registered U.S. mail, return receipt requested, postage prepaid, addressed to such party at its address listed in the first paragraph of this Agreement or to such other address as either party may give to the other in writing for such purpose.

6. Binding Effect. The benefits and burdens set out herein constitute covenants running with the land, and shall be appurtenant thereto, with the effect that any person or entity which acquires a fee title interest in the Property or any portion thereof, shall be entitled to the benefits of and be bound by the burdens hereof.
7. Entire Agreement; Amendments. This Agreement reflects the entire agreement between the parties with respect to the subject matter hereof. Neither this Agreement nor any provision hereof may be changed, waived, discharged, modified, or terminated orally, but only by an instrument in writing signed by the party against whom enforcement of the change, waiver, discharge, modification, or termination is sought.
8. Construction. This Agreement shall be governed by the laws of the State where the Property is located. Time is of the essence of this Agreement. The captions of each paragraph of this Agreement and the particular pronouns used herein are intended only to be used as a convenience in reference and must not be construed to limit or change the meaning of the language of this Agreement taken by paragraph or as a whole.
9. Severability. Wherever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.
10. Authority. Grantor and Grantee represent and warrant to the other that it is not, by law or by agreement with others, prohibited from entering into this Agreement, that each party has obtained any approvals or consents in advance of executing this Agreement, and that the persons executing the Agreement on behalf of each party are authorized to execute the same.
11. Recording. Grantee, at its expense, may record this Agreement in the land records of Grant County, Kentucky.

[signatures begin on next page]

IN WITNESS WHEREOF, the parties have duly executed and delivered this Agreement effective as of the date first written above.


Grantor:
CITY OF DRY RIDGE, KENTUCKY

By: 
Name: James Wells

Title: Mayor

STATE OF Kentucky)
) SS:
COUNTY OF Grant)

The foregoing instrument was acknowledged before me, a notary public, this 3 day of May, 2016, by James Wells, the duly authorized Mayor of The City of Dry Ridge, on behalf of the city.


Notary Public



JAMES H MORGAN
NOTARY PUBLIC

STATE OF OHIO

My Comm. Expires November 22, 2016

Grantee:

**CINCINNATI BELL TELEPHONE
COMPANY LLC**, an Ohio limited
liability company

By: David Williamson

Name: David Williamson

Title: Manager

STATE OF OHIO)

) SS:

COUNTY OF HAMILTON)

The foregoing instrument was acknowledged before me, a notary public, this 3RD day of MAY, 2016, by David Williamson, the duly authorized manager of **Cincinnati Bell Telephone Company LLC**, an Ohio limited liability company, on behalf of the company.

James H. Morgan
Notary Public

11-22-16

Prepared by: Patrick M. Crotty

Patrick M. Crotty, Esq.
Corporate Counsel
Cincinnati Bell Inc.
221 East Fourth Street
Suite 103-1090
Cincinnati, Ohio 45202

hereinafter set out,

do hereby sell and convey to the part Y of the second part its ~~XXXX~~ heirs and assigns.

the following described property, to-wit:

A tract of land in Dry Ridge, Ky. in Blackburn's subdivision of Dry Ridge, BEGINNING at a point in the South line of what is to be the concrete sidewalk on the South side of Broadway, from thich the corner of Broadway and Race Streets bears S. $84\frac{1}{2}$ W. with the said South line of said concrete sidewalk 50 feet; thence S. 15 E. 150 feet to a stake; thence N. $84\frac{1}{2}$ E. .75 feet to a stake; thence S. 15 E. 450 feet to a stake; thence N. $84\frac{1}{2}$ E. 250 feet to a stake; thence N. 15 W. 475 feet to a stake; thence S. $84\frac{1}{2}$ W. 250 feet to a stake; thence N. 15 W. 125 feet to a stake in the South line of what is to be the concrete sidewalk on the South side of Broadway; thence S. $84\frac{1}{2}$ W. with the said South line of said concrete sidewalk on the South side of Broadway 75 feet to the place of beginning, containing 3 Acres more or less.

Being the same property conveyed by Deed of date March 29, 1907 from W.T.S. Blackburn and his wife Dannie Blackburn to Dr. C. A. Eckler and his wife, Addie Eckler as is recorded in Deed Book 25, page 188, Grant County Clerk's Office, Williamstown, Ky.

Lot #20 in Blackburns Race Street Subdivision of Dry Ridge, Ky. as is recorded in Deed Book 30 page 634 and 635 and bounded as follows:

Beginning at a point in the center of Race Street corner to Lot #21; thence with a line of the same N $83^{\circ} 56'$ E 20 feet to the East side of sidewalk same line and course continued 50 feet making 70 feet in all to a stake corner to Dr. C. A. Eckler, thence with his line N $15^{\circ} 11'$ W. 150 feet to the South side of the sidewalk on the South side of Broadway, same course continued 25 feet making 175 feet in all to a point in the center of Broadway; thence with the center of Broadway S $83^{\circ} 56'$ W 70 feet to a point the intersection of the center of Broadway with the center of Race Street; thence with the center of Race Street S $15^{\circ} 11'$ E 175 feet to the beginning.

This Instrument
Prepared By

John Lane Ackman
Attorney At Law
Williamstown, Kentucky

(cont'd)

EXHIBIT "A"

EXHIBIT B

Description of the Easement Area

Unless otherwise stated any monument referred to as a set iron pin is a ½" steel pin with a yellow plastic cap stamped Leach 3407. All set Mag Nails are 1 ½" in length with a yellow plastic washer stamped Leach 3407. All bearings stated herein are referred to Grid North (Kentucky North Zone).

Beginning at a set Mag Nail at the intersections of sidewalks on the East side of Race Street and the South Side of Kentucky Route #; thence, with the back of said sidewalk, S 13°31'19" E --- 46.66 feet to a set iron pin the REAL PLACE OF BEGINNING; thence, leaving said sidewalk with 3 new made lines partitioning the Grantor's property, N 78°33'47" E --- 11.78 feet to a set iron pin; thence, S 11°00'55" E --- 12.82 feet to a set iron pin; thence, S 80°41'12" W --- 11.26 feet to a set iron pin on the back of sidewalk for Race Street; thence, with the back of sidewalk, N 13°25'37" W --- 12.41 feet to the Real Place of Beginning and the terminus of said easement.

"I HEREBY CERTIFY THAT THIS SURVEY WAS PERFORMED UNDER MY DIRECTION UTILIZING BOTH RECORD DOCUMENTS AND FIELD SURVEY MEASUREMENTS. FIELD INFORMATION WAS PERFORMED BY RTK GPS SURVEY USING A SPECTRA SP 80 BASE AND SPECTRA SP 80 ROVER, THE SERIAL NUMBERS OF WHICH ARE ON FILE IN THE OFFICE OF THE SURVEYOR. THIS SURVEY MEETS THE ACCURACY REQUIREMENTS OF AN RURAL SURVEY AS SPECIFIED IN 201 KAR 18:150 ESTABLISHED BY THE COMMONWEALTH OF KENTUCKY"

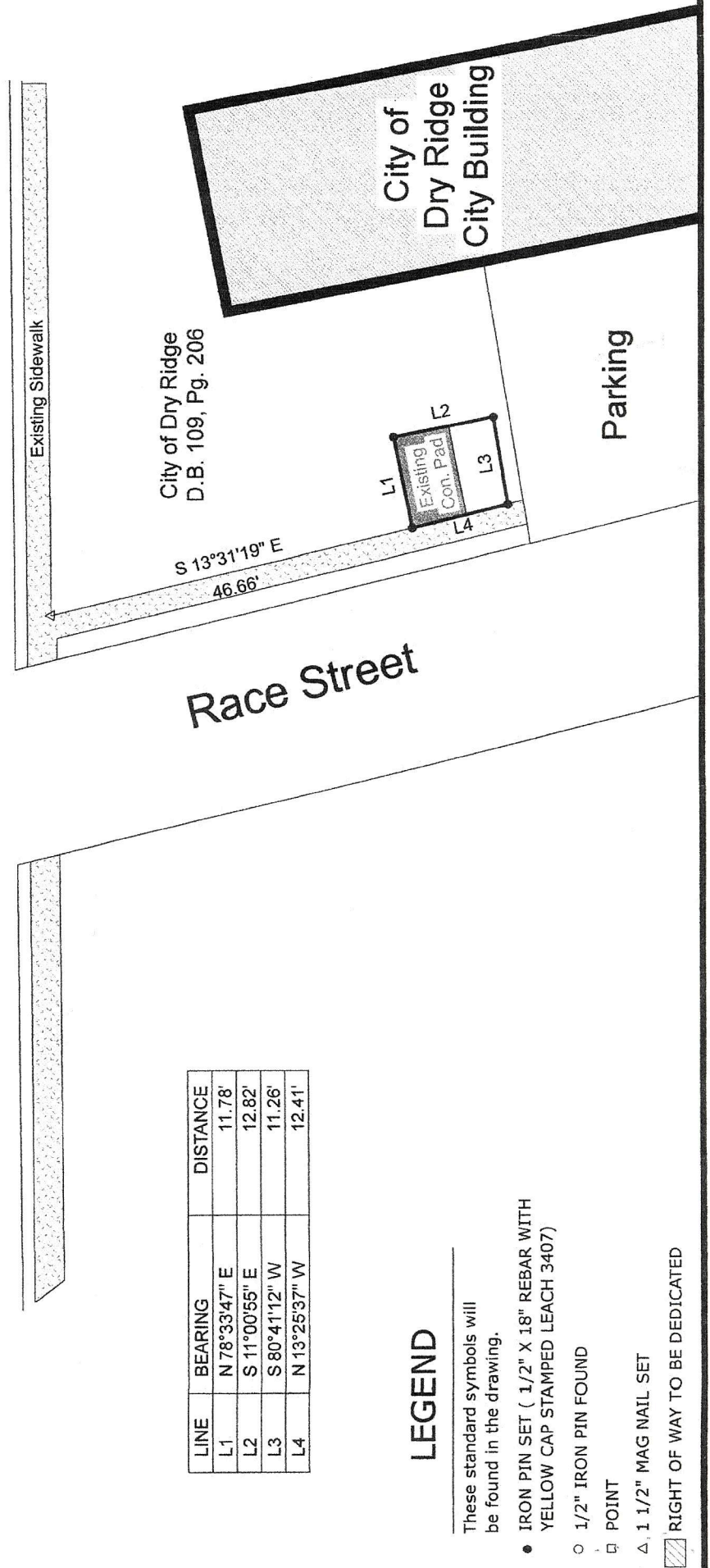
W. Thomas Leach *4/22/16*

W. Thomas Leach PLS #3407

Date

Exhibit C

Kentucky Route #22



VERIFY THE AUTHENTICITY OF THIS MULTI-TONE SECURITY DOCUMENT.

CHECK BACK GROUND AREA CHANGES COLOR GRADUALLY FROM TOP TO BOTTOM.



FIFTH THIRD BANK

CASHIER'S CHECK

May 09, 2016

73-119 421

26422343

Pay to the
Order of: City of Dry Ridge, Kentucky ***

Amount: FIVE HUNDRED 00/100 US DOLLARS

\$*****500.00

Drawn on: Fifth Third Bank, Kentucky, Inc
Lexington, KY Transaction Number: 723330993
Cost Center: 3437

Memo:
Purchased by: *

The purchase of a Surety Bond may be required before any Cashier's Check on this bank will be replaced or refunded in the event it is lost, misplaced, or stolen.

Authorized Signature

⑈ 264 22343 ⑈ ⑆ 042101190 ⑆ 0082510054 ⑈

THE ORIGINAL DOCUMENT HAS A WHITE REFLECTIVE WATERMARK ON THE BACK.

HOLD AT AN ANGLE TO SEE THE MARK WHEN CHECKING THE ENDORSEMENTS.

CITY OF DRY RIDGE
CITY WARRANT
GENERAL FUND

FORCHT BANK

DATE 05-13-16
DEPOSITS MAY NOT BE AVAILABLE FOR IMMEDIATE WITHDRAWAL
ENDORSE & LIST CHECKS SEPARATELY OR
ATTACH LIST

	DOLLARS	CENTS
CURRENCY		
COIN		
TOTAL CASH		
CHECKS		
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
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14		
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16		
17		
18		
19		
TOTAL FROM ATTACHED LIST		
PLEASE RE-ENTER TOTAL HERE	500 00	

CHECKS AND OTHER ITEMS RECEIVED FOR DEPOSIT ARE SUBJECT TO THE PROVISIONS OF THE UNIFORM COMMERCIAL CODE AND ANY APPLICABLE COLLECTION AGREEMENT.

TOTAL ITEMS \$

500.00

⑆ 042108397 ⑆

772607 ⑈

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