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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 ____ day of _____, 20____, by _____, the duly authorized _____ of **The City of Dry Ridge**, on behalf of the city.

Notary Public

Grantee:

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

By: _____

Name: _____

Title: _____

STATE OF _____)
) SS:
COUNTY OF _____)

The foregoing instrument was acknowledged before me, a notary public, this ____ day of _____, 20__, by _____, the duly authorized _____ of **Cincinnati Bell Telephone Company LLC**, an Ohio limited liability company, on behalf of the company.

Notary Public

Prepared by: _____

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

EXHIBIT A

Description of the Property

Lying and being in the City of Dry Ridge, Grant County, Kentucky on the East side of Race Street and the South side of Kentucky Route #22

EXHIBIT B

Description of the Easement Area

Unless otherwise stated any monument referred to as a set iron pin is a 1/2" steel pin with a yellow plastic cap stamped Leach 3407. All set Mag Nails are 1 1/2" 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.

EXHIBIT C

Plat Drawing

Follows on next Page