
(space above this line for recording purposes)

EASEMENT AGREEMENT

This Easement Agreement (the “Agreement”) is made as of this ____ day of _____, 2024, by and between **City of Erlanger Kentucky** a Kentucky City of the Home Rule Class, its successors and assigns (referred to herein as, "Grantor") whose tax mailing address is 505 Commonwealth Ave, Erlanger, KY 41018 and **Cincinnati Bell Telephone Company (DBA AltaFiber)**, an Ohio limited liability company, on behalf of itself, its affiliated companies, and any of its successors and assigns, with an address of 209 W. 7th St., Cincinnati, OH 45202 (referred to herein as, “Grantee”).

Recitals:

A. Grantor is the record title owner of that certain real property commonly known as 650 Erlanger Rd, 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 Zero and No/100 Dollars (\$0.00), 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, 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 Kenton County, Kentucky.

[signatures begin on next page]

EXHIBIT A

Bldg 1 Property

LEGAL DESCRIPTION

56.937 ACRE TRACT

Lying in the City of Erlanger, Kenton County Kentucky at the intersection of the west limited access right of way of Interstate 71/75 and the south limited access right of way of Interstate 275 more particularly described as follows:

COMMENCING at a set 1/2" steel rebar with a plastic cap stamped "STUBBS KY 3834" in the center of Dry Creek at the northeast corner of the City of Erlanger (O.R. C5716, PG. 200) along the south line of Interstate 275, Department of Highways (D.B. 576, PG. 871 & D.B. 584, PG. 735);

Thence with the southerly line of Interstate 275 for the following seven (7) calls:

South 64°04'23" East a distance of 238.36 feet to the center of a 4" diameter metal fence post;

South 40°04'51" East a distance of 372.61 feet to a set cross notch in the concrete base of a 4" diameter metal fence post;

South 57°39'00" East a distance of 371.70 feet to a set 1/2" steel rebar with a plastic cap stamped "STUBBS KY 3834";

South 53°00'31" East a distance of 38.35 feet to a set 1/2" steel rebar with a plastic cap stamped "STUBBS KY 3834";

South 48°17'00" East a distance of 302.64 feet to a set 1/2" steel rebar with a plastic cap stamped "STUBBS KY 3834";

South 45°28'58" East a distance of 201.56 feet to a set 1/2" steel rebar with a plastic cap stamped "STUBBS KY 3834";

South 50°17'49" East a distance of 82.12 feet to a set 1/2" steel rebar with a plastic cap stamped "STUBBS KY 3834", the POINT OF BEGINNING of this description:

Thence continuing with said line for the following three (3) calls:

South 50°17'49" East a distance of 706.97 feet to a set cross notch in the concrete base of a fence post;

South 16°51'05" East a distance of 412.61 feet to a set 1/2" steel rebar with a plastic cap stamped "STUBBS KY 3834";

South 29°53'50" West a distance of 295.16 feet to a set 1/2" steel rebar with a plastic cap stamped "STUBBS KY 3834" at the corner of Department of Highways (D.B. 584, PG. 735) and a right of way take for Interstate 71/75 to the Department of Highways (D.B. 587, PG. 56)

Thence along the line of Interstate 71/75 for the following six (6) calls:

South 39°10'29" West a distance of 348.71 feet to a set 1/2" steel rebar with a plastic cap stamped "STUBBS KY 3834";

South 47°34'43" West a distance of 300.20 feet to a set 1/2" steel rebar with a plastic cap stamped "STUBBS KY 3834";

South 51°24'02" West a distance of 470.60 feet to a set 1/2" steel rebar with a plastic cap stamped "STUBBS KY 3834";

South 48°09'17" West a distance of 574.36 feet to a set 1/2" steel rebar with a plastic cap stamped "STUBBS KY 3834";

South 60°00'44" West a distance of 165.37 feet to a set cross notch in the concrete base of a fence post;

South 40°07'17" West a distance of 92.36 feet to a set 1/2" steel rebar with a plastic cap stamped "STUBBS KY 3834" at the intersection of the west line of Interstate 71/75 and the north right of way line of Erlanger Road;

Thence with the north line of Erlanger Road for the following twelve (12) calls:

Along a curve to the right with a radius of 60.00 feet ($\Delta=08^{\circ}30'04''$, chord bearing = North 39°56'51" West, chord distance = 8.89 feet) an arc length of 8.90 feet to set 1/2" steel rebar with a plastic cap stamped "STUBBS KY 3834";

North 35°41'49" West a distance of 150.00 feet to a set 1/2" steel rebar with a plastic cap stamped "STUBBS KY 3834";

South 53°28'54" West a distance of 8.25 feet to a set 1/2" steel rebar with a plastic cap stamped "STUBBS KY 3834";

North 33°28'44" West a distance of 293.05 feet to a set 1/2" steel rebar with a plastic cap stamped "STUBBS KY 3834";

North 50°42'06" West a distance of 124.17 feet to a set 1/2" steel rebar with a plastic cap stamped "STUBBS KY 3834";

North 44°28'06" West a distance of 98.97 feet to a set 1/2" steel rebar with a plastic cap stamped "STUBBS KY 3834";

North 25°59'25" West a distance of 201.60 feet to a set 1/2" steel rebar with a plastic cap stamped "STUBBS KY 3834";

Along a curve to the left with a radius of 448.41 feet ($\Delta=41^{\circ}05'27''$, chord bearing = North 68°21'17" West, chord distance = 314.74 feet) an arc length of 321.59 feet to set 1/2" steel rebar with a plastic cap stamped "STUBBS KY 3834";

North 87°12'52" West a distance of 198.80 feet to a set 1/2" steel rebar with a plastic cap stamped "STUBBS KY 3834";

North 83°24'29" West a distance of 79.94 feet to a set 1/2" steel rebar with a plastic cap stamped "STUBBS KY 3834";

North 75°54'16" West a distance of 98.57 feet to a set 1/2" steel rebar with a plastic cap stamped "STUBBS KY 3834";

North 62°21'52" West a distance of 53.75 feet to a set 1/2" steel rebar with a plastic cap stamped "STUBBS KY 3834" at the corner of a new division line;

Thence along a new division line through the property conveyed to National Amusements, Inc. (Deed Book 612 Page 197, Deed Book 606 Page 29, Deed Book 606 Page 192) for the following twelve (12) calls:

North 27°38'08" East a distance of 81.72 feet to a set 1/2" steel rebar with a plastic cap stamped "STUBBS KY 3834";

Along a curve to the right with a radius of 220.00 feet ($\Delta=66^{\circ}53'00''$, chord bearing = North 61°04'38" East, chord distance = 242.48 feet) an arc length of 256.81 feet to set 1/2" steel rebar with a plastic cap stamped "STUBBS KY 3834";

Along a curve to the right with a radius of 220.00 feet ($\Delta=23^{\circ}24'13''$, chord bearing = South 73°46'45" East, chord distance = 89.24 feet) an arc length of 89.86 feet to set 1/2" steel rebar with a plastic cap stamped "STUBBS KY 3834";

South 62°04'39" East a distance of 313.93 feet to a set 1/2" steel rebar with a plastic cap stamped "STUBBS KY 3834";

Along a curve to the left with a radius of 235.00 feet ($\Delta=69^{\circ}29'36''$, chord bearing = North 83°10'33" East, chord distance = 267.88 feet) an arc length of 285.03 feet to set 1/2" steel rebar with a plastic cap stamped "STUBBS KY 3834";

North 48°25'45" East a distance of 147.63 feet to a set 1/2" steel rebar with a plastic cap stamped "STUBBS KY 3834";

Along a curve to the left with a radius of 483.00 feet ($\Delta=06^{\circ}48'28''$, chord bearing = North 45°01'31" East, chord distance = 57.36 feet) an arc length of 57.39 feet to set 1/2" steel rebar with a plastic cap stamped "STUBBS KY 3834";

North 41°37'17" East a distance of 224.68 feet to a set 1/2" steel rebar with a plastic cap stamped "STUBBS KY 3834";

North 42°18'50" East a distance of 731.94 feet to a set 1/2" steel rebar with a plastic cap stamped "STUBBS KY 3834";

North 35°04'29" East a distance of 418.29 feet to a set 1/2" steel rebar with a plastic cap stamped "STUBBS KY 3834";

South 54°55'31" East a distance of 34.00 feet to a set 1/2" steel rebar with a plastic cap stamped "STUBBS KY 3834";

North 35°04'29" East a distance of 369.86 feet to the POINT OF BEGINNING.

Said herein parcel contains 56.937 acres.

Being part of the lands of National Amusements, Inc. as shown in Deed Book 612, Page 197, Deed Book 606, Page 29, Deed Book 606, Page 192, Deed Book 606, Page 41 and all of Deed Book 951, Page 16 and recorded at the Kenton County Clerk's records at Covington, Kentucky. Said herein description being the result of a field survey by Cardinal Engineering Corporation under the direct supervision of Steven C. Stubbs, P.L.S. #3834 on April 7, 2016. The bearings of this description are based on state plane Kentucky North 1601 (NAD83).

Exhibit B

Cincinnati Bell 10' Easement

Lying and being in the City of Erlanger, Kenton County, Kentucky on the East & South side of Erlanger Road at the intersection of Sycamore Tree Land & Houston Road and more particularly described as follows to-wit:

Unless otherwise stated any monument referred to as a set iron pin is a 1/2" iron pin with cap stamped Leach 3407. All set Mag Nails are 2" in length with a yellow plastic cap stamped Leach 3407. The bearings stated herein are referred to Grid North (Kentucky North Zone).

Beginning at a existing power pole # K32186 and being on the East side of Erlanger Road approximately 40.0' from the intersection of Houston Road and Sycamore Tree Lane; thence leaving said pole with the center of a hereby Granted 10.0' utility easement, N 27°21'20" E --- 114.14' to a point; thence N 63°13'40" E --- 80.76' to a point; thence N 82°39'16" E --- 81.86' to a point; thence S 63°16'47" E --- 400.00' to a point; thence S 73°19'03" E --- 160.93' to the terminus of said easement.

The above description is in accordance with a survey made by W. Thomas Leach with Tom Leach Land Surveying on the 30th September 2024.



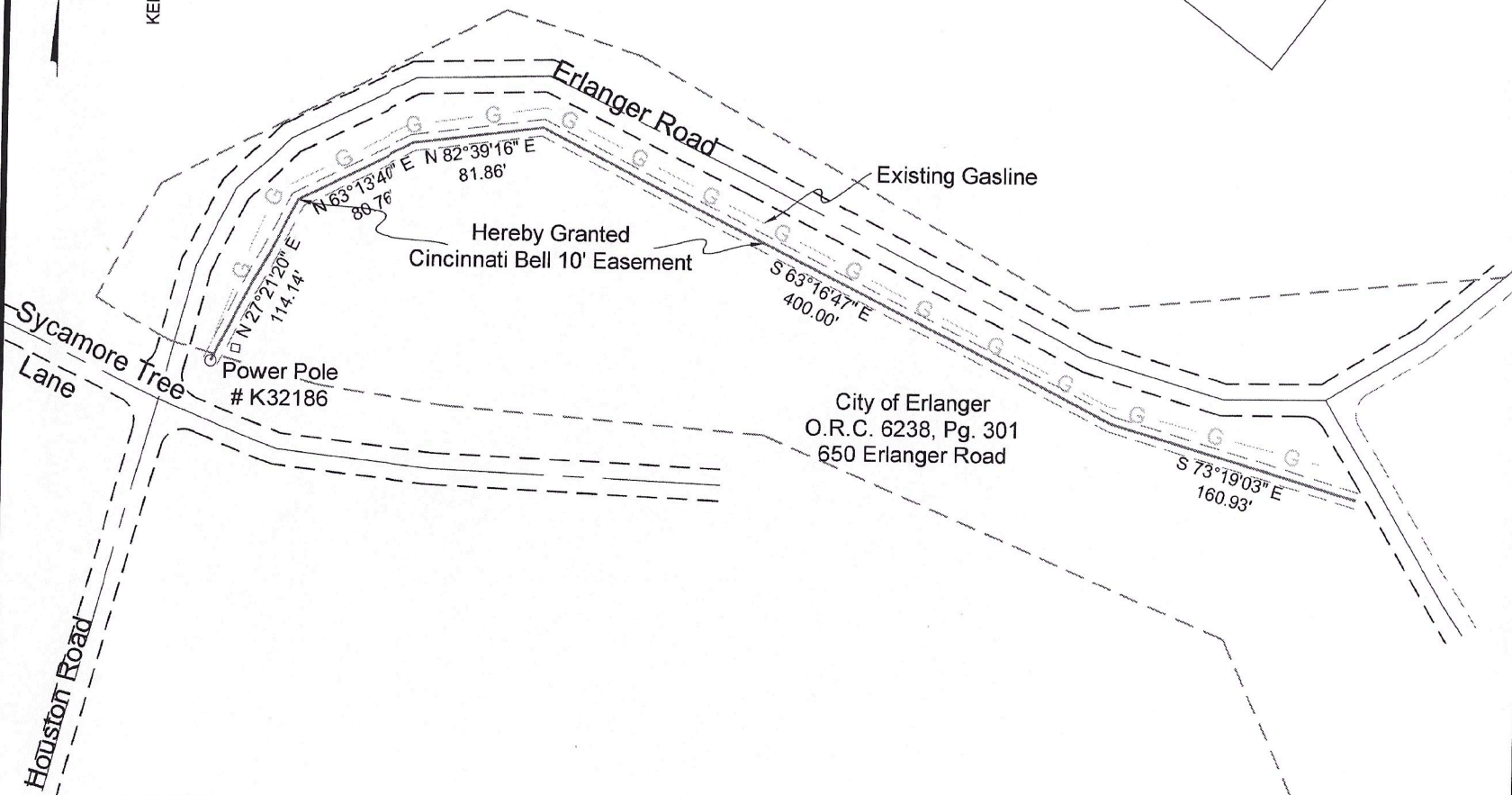
W. Thomas Leach PLS 3407

This being a part of the property described in Official Record Book Covington 6238, Page 301 in the Kenton County Court Clerk's Records in Covington, Kentucky.



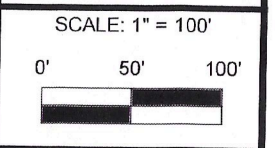
RECORD BEARING
NAD 1983
GRID NORTH
KENTUCKY NORTH ZONE

City of Erlanger
O.R.C. 6509, Pg. 286
660 Erlanger Road



Tom Leach
Land Surveying LLC
P.O. Box 125
195 Jenni Lane
Dry Ridge, KY 41035
859-393-2947
tomleach18@gmail.com

SURVEY FOR EASEMENT CITY OF ERLANGER, KENTUCKY PROPERTY ON THE EAST & SOUTH SIDE OF ERLANGER ROAD
PIDN: 002-00-00-014.03
CITY OF ERLANGER, KENTON COUNTY KENTUCKY
This plat represents a boundary survey and complies with 201 KAR 18:150



STATE OF KENTUCKY
W. THOMAS LEACH
3407
LICENSED PROFESSIONAL LAND SURVEYOR

LEGEND

- These standard symbols will be found in the drawing.
- IRON PIN SET (1/2" X 18" REBAR WITH YELLOW CAP STAMPED LEACH 3407)
 - TELEPHONE POLE
 - FOUND 1/2" IRON PIN WITH CAP LS 1961
 - △ SET 2" MAG NAIL WITH WASHER LS 3407
 - DEDICATED EASEMENT

Owner
City of Erlanger, Kentucky
505 Commonwealth Avenue
Erlanger, KY 41018

"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 PLS 3407
Date: 10/3/24

Date: 9/30/2024
Dwn By: W.T. Leach
Job No.: 24-104
Surveyed: 9/30/2024
File name: Sigma Erlanger