

AGREEMENT REGARDING DRIVEWAY MAINTENANCE

This **Agreement Regarding Driveway Maintenance** (“**Agreement**”) is by and between the Boone County School District Finance Corporation, a Kentucky non-profit corporation (the “**Board of Education**”), and **James Grammas Family, LLC**, an Ohio limited liability company (“**Grammas**”). The Board of Education and Grammas are sometimes referred to herein collectively as “**Parties**” and individually as a “**Party**”.

WITNESSETH:

WHEREAS, Kroger Limited Partnership I, an Ohio limited partnership (“**Kroger**”) promulgated that certain Declaration of Reciprocal Easements and Restrictions dated as of June 13, 2003, and recorded in Miscellaneous Book 955, Page 951, Office of the Boone County, Kentucky Clerk, (the “**Declaration**”);

WHEREAS, the Board of Education and Grammas entered into that certain First Amendment to Declaration of Reciprocal Easements and Restrictions dated as of _____, 2025, and recorded in Miscellaneous Book _____, Page _____, of the aforesaid records (the “**First Amendment**”);

WHEREAS, Section 8 of the First Amendment amended Section 3.6 of the Declaration regarding maintenance of certain common driveways identified as the Common Driveway and Shop Parcel Access Drive; and

WHEREAS, the Parties desire to supplement the terms of the First Amendment with respect to maintenance of the Common Driveway and Shop Parcel Access Drive as set forth herein.

NOW, THEREFORE, for and in consideration of the promises and covenants contained herein, the parties agree as follows:

1. Definitions. Except as specifically stated herein, capitalized words and terms used in this Agreement shall have the same meaning as those words and terms as defined by the Declaration and the First Amendment.

2. Maintenance of the Common Driveway. The Board of Education hereby agrees that so long as Grammas is the owner of the “Shop Parcel”, it shall not be required to contribute to the cost of maintaining, repairing, or replacing the Common Driveway which is located on the School Parcel, and the Board of Education shall not seek reimbursement or compensation from Grammas for such maintenance, repairs, and replacement unless the same is necessitated by the negligent or willful acts of Grammas or its employees, contractors, agents, invitees and guests. Nothing herein shall limit or relieve either Party from its obligation to maintain their respective parcels and the Common Areas as set forth in the Declaration, including the Board of Education’s obligation to maintain and repair the Common Driveway.

3. Maintenance of the Shop Parcel Access Drive. Grammas shall contribute to the cost of maintenance, repair, and replacement of the Shop Parcel Access Drive (for clarification this is referring to the drive in the rear of the property) as set forth in Section 3.6 of the First Amendment; provided, however, that prior to commencing any repaving of the Shop Parcel Access Drive, or any other repair or improvement that exceeds \$20,000.00 in cost, the Board of Education shall first provide Grammas with a copy of the bid to perform the work. Grammas shall then have thirty (30) days to either approve the bid or provide the Board of Education with alternate bids for the same work. The Board of Education shall execute a contract for the proposed work based upon the lowest bid received, provided that the contractor selected shall be reputable and, in the Board of Education's reasonable judgment, capable of performing the work in a timely and satisfactory manner.

4. Miscellaneous.

a. Except as provided herein, all other terms and conditions of the Declaration and First Amendment shall remain in full force and effect.

b. This Agreement is not intended to run with the land, and shall be personal to the parties; provided, however, that it shall be binding on the parties and their respective affiliates, subsidiaries, and agents. Unless otherwise agreed by the Board of Education in writing, this Agreement may not be assigned and shall terminate upon a transfer of title to either the Shop Parcel or the School Parcel to any third party. This Agreement shall not be recorded.

c. Any notice required or intended to be given under the terms of this Agreement shall be in writing, shall be addressed to the Party to be notified at the address set forth below or at such other address as each Party may designate for itself from time to time by notice hereunder, and shall be deemed to have been given, delivered or served upon the earliest of (i) three (3) days following deposit in the U.S. Mail, with proper postage prepaid, certified or registered, with return receipt requested, or (ii) the next business day after delivery to a regularly scheduled overnight delivery carrier with delivery fees either prepaid or an arrangement, satisfactory with such carrier, made for the payment of such fees, or (iii) receipt of notice given by telecopy or personal delivery:

- (i) Boone County School District Finance Corporation
8330 U.S. Hwy 42
Florence, KY 41042
Attn: Superintendent

With a copy to:
Adams Law, PLLC
40 W. Pike St.
Covington, KY 41011
Attn: Olivia F. Amlung

- (ii) James Grammas Family, LLC
637 Ohio Pike, Ste. H
Cincinnati, OH 45245

With a copy to:
Jeffrey R. Aylor
The Aylor Law Office, P.S.C.
6900 Houston Rd., Bldg. 700, Ste. 35
Florence, KY 41042

d. This Agreement represents the entire understanding of the parties with respect to the matters contained herein and shall not be amended, altered or changed except by an instrument in writing and executed by the parties hereto.

JAMES GRAMMAS FAMILY, LLC

By: _____
Mary Grammas, Manager

STATE OF _____)
)SS:
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2025, by Mary Grammas, Manager of James Grammas Family, LLC, an Ohio limited liability company.

IN WITNESS WHEREOF I have hereunto set my hand and official seal.

Notary Public
Expiration Date