

**EASEMENT AGREEMENT
FOR INGRESS AND EGRESS**

THIS EASEMENT AGREEMENT ("Easement" or "Agreement"), effective as of the 1st day of January, 2006 ("Effective Date"), is by and between **THE UNION LIGHT, HEAT & POWER COMPANY**, a Kentucky corporation, ("ULH&P" and/or "Grantor") and **THE CINCINNATI GAS & ELECTRIC COMPANY**, an Ohio corporation, ("CG&E" and/or "Grantee").

Loop 2059

WITNESSETH

WHEREAS, CG&E and The Dayton, Power & Light Company (hereinafter "DP&L") jointly own 708.068 acres of certain real estate located in Boone County, Kentucky and more specifically described in the conveyance of real property to The Cincinnati Gas & Electric Company and the Dayton, Power and Light Company by deed recorded in Deed Book 229, Page 225, Boone County Recorder's Office, and recorded in Deed Book 303, Page 253 of the records of said Recorder's office, which is part of the **CG&E East Bend Generating Station** (hereinafter the "**East Bend Station**" or "**CG&E Real Estate**"); and

WHEREAS, further, CG&E is also the fee owner of 2.104 acres of certain real estate located in Boone County, Kentucky, recorded in Deed Book 307, Page 15, Parcel "B," and more specifically, being the same real estate conveyed to The Cincinnati Gas & Electric Company and The Dayton Power and Light Company as follows: 1) by deed recorded in Deed Book 229, Page 166, Boone County Clerk's Office, and corrected by a deed recorded in Deed Book 229, Page 172, said clerk's office; 2) by deed recorded in Deed Book 229, Page 179, said clerk's office; 3) by deed recorded in Deed Book 229,

2.6.1
RETURN TO:

Page 186, said clerk's office; 4) by deed recorded in Deed Book 229, Page 195, said clerk's office; 5) by deed recorded in Deed Book 229, Page 209, said clerk's office; and 6) by deed recorded in Deed Book 237, Page 317, said clerk's office; and also being part of the same real estate conveyed to The Cincinnati Gas & Electric Company and The Dayton Power and Light Company as follows: 1) by deed recorded in Deed Book 229, Page 201, said clerk's office; 2) by deed recorded in Deed Book 229, Page 216, said clerk's office; and 3) by deed recorded in Deed Book 229, Page 225, said clerk's office; and

WHEREAS, CG&E has or will convey its sixty-nine percent (69%) ownership interest to the East Bend Station to ULH&P by virtue of a certain Asset Transfer Agreement with an effective date of the 1st day of January, 2006, in the 708.086 acres of real estate at the **East Bend Station**, and its one hundred percent (100%) ownership interest in 2.104 acres of real estate for a total conveyance by CG&E to ULH&P of its respective interest in 710.190 acres as further described herein below ("**REAL ESTATE**"); and

WHEREAS, CG&E, as the owner of certain other facilities at East Bend desires ingress and egress to, over, across, around, under, upon, and the like, to traverse the ULH&P-owned real estate ("**ULH&P Real Estate**") to access its facilities; and

WHEREAS, ULH&P is willing to grant CG&E an easement for ingress and egress upon the ULH&P Real Estate for access to the CG&E facilities ("**CG&E Facilities**"), subject to the terms and conditions contained herein.

NOW THEREFORE, in consideration of the respective promises set forth herein, whereby the sufficiency and receipt are hereby acknowledged, and including the

“Whereas” provisions set forth herein above, CG&E and ULH&P agree to and with each other as follows:

1. ULH&P grants to CG&E a perpetual, non-exclusive sixty foot (60') wide ingress/egress easement to, around and upon the CG&E Facilities from the public roads, including, but not limited to the current three entrances directly from Kentucky Highway 338 Brower Road to the East Bend Station as more particularly identified on Exhibit A, which is attached hereto and incorporated herein by reference. CG&E may access the CG&E Facilities by any reasonable ingress/egress route, unless otherwise reasonably directed or instructed by ULH&P (the “**Easement Area**”).

2. ULH&P shall maintain the Easement Area, and CG&E shall have no duty to modify or maintain the Easement Area. CG&E, may, with the consent of ULH&P, modify and maintain the Easement Area as may be necessary or convenient to exercise or enjoy the Easement rights granted herein. CG&E shall be responsible for repairing any damage caused by its use of the Easement Area. ULH&P reserves the right to use the Easement Area; provided, that any such use does not unreasonably and materially interfere with CG&E’s access to the CG&E Facilities.

3. Should ULH&P require any gate or barrier at any time for the Easement Area as a result of the grant of this Easement to CG&E, CG&E shall have the duty (a) to insert a pad lock or other reasonable and adequate security measure upon any gate to be maintained by ULH&P at any entrance to the Easement Area, and (b) to lock or secure the same upon each exit from the Easement Area and the East Bend Station.

4. CG&E shall indemnify, defend, and hold harmless ULH&P from and against any claims, losses, damages, suits, actions, costs and expenses (including

reasonable attorneys' fees) for personal injury and property damage arising out of CG&E's use of the Easement Area, or CG&E's employees, agents, representatives, contractors, subcontractors, designees, guests, invitees, use or presence upon the Easement Area, or the parties' execution of this Easement Agreement.

5. This Agreement shall be governed by and interpreted under the laws of the Commonwealth of Kentucky. If any provision or term of this Agreement is adjudged to be contrary to law by a court of competent jurisdiction, such term shall in all other respects be and remain legally effective and binding to the fullest extent possible.

6. This Agreement constitutes the final written expression of all the terms and conditions of the agreement among CG&E and ULH&P, and is a complete and exclusive statement of those terms and conditions, and supersedes all prior negotiations, representations or agreements, either written or oral, with respect to the subject matter of this Agreement.

7. A failure or delay of either party to exercise any right or remedy under this Agreement shall not operate to impair, limit, preclude, cancel, waiver or otherwise affect such right or remedy.

8. Either party may assign this Easement upon notice to the other party.

9. This Agreement is and shall be binding on and inure to, the parties, their permitted legal representations, successors, heirs and/or assigns.

IN WITNESS WHEREOF, THE UNION LIGHT, HEAT & POWER COMPANY, has caused this Easement Agreement for Ingress and Egress to be signed by its duly authorized representative effective as of the Effective Date first written above.

THE UNION LIGHT, HEAT & POWER COMPANY (Grantor)

By: Christopher E Arbuckle

Printed Name: Christopher E. Arbuckle

Printed ^{Title} Name: Supervisor, Right of Way Services

STATE OF OHIO)
) SS:
COUNTY OF HAMILTON)

Before me, the undersigned, a Notary Public in and for said County and State personally appeared **THE UNION LIGHT, HEAT & POWER COMPANY** by Christopher E. Arbuckle, its Supervisor R/W Serives, and acknowledged the execution of the foregoing instrument for and on behalf of said corporation and by its authority.

WITNESS, my hand and Notarial Seal this 25th day of January, 2006.

Maureen Macke
Notary Public

Printed Name: Maureen Macke

My Commission Expires:
6-16-2008

My County of Residence:
Hamilton



MAUREEN MACKE
Notary Public, State of Ohio
My Commission Expires June 16, 2008

IN WITNESS WHEREOF, **THE CINCINNATI GAS & ELECTRIC COMPANY**, has caused this Easement Agreement for Ingress and Egress to be signed by its duly authorized representative effective as of the Effective Date first written above.

THE CINCINNATI GAS & ELECTRIC COMPANY (Grantee)

By: *Christopher E. Arbuckle*

Printed Name: Christopher E. Arbuckle

Printed ^{Title} ~~Name~~: Supervisor, Right of Way Services

STATE OF OHIO)
) SS:
COUNTY OF HAMILTON)

Before me, the undersigned, a Notary Public in and for said County and State personally appeared **THE CINCINNATI GAS & ELECTRIC COMPANY** by Christopher E. Arbuckle, its Supervisor R/W Services, and acknowledged the execution of the foregoing instrument for and on behalf of said corporation and by its authority.

WITNESS, my hand and Notarial Seal this 25th day of January, 2006.

Maureen Macke
Notary Public

Printed Name: Maureen Macke

My Commission Expires:
6-16-2008

My County of Residence:
Hamilton



MAUREEN MACKE
Notary Public, State of Ohio
My Commission Expires June 16, 2008

RETURN TO:

This instrument prepared by:
Candace S. Sheridan. *Joyce L. Gamm*
Attorney at Law
139 East Fourth Street
Cincinnati, OH 45202
(513) 287-2644

BOONE COUNTY
EA70 Pg 141

DOCUMENT NO: 341313
RECORDED ON: FEBRUARY 22, 2006 03:53:35PM
TOTAL FEES: \$20.00
GROUP : 2059
COUNTY CLERK: MARTILYN K ROUSE
COUNTY: BOONE COUNTY CLERK
DEPUTY CLERK: DONNA COLLINS
BOOK EA70 PAGES 135 - 141

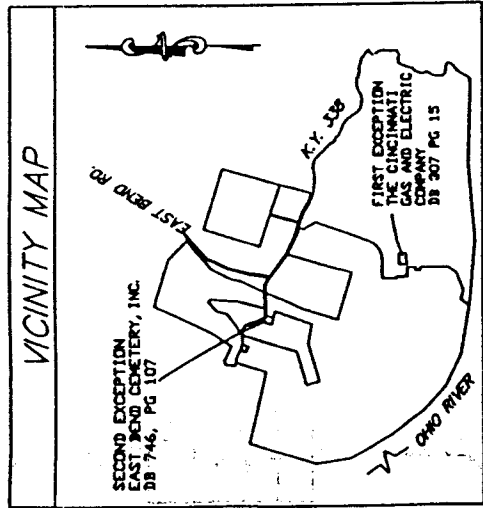
CONVEYANCE PLAT

LAND SURVY

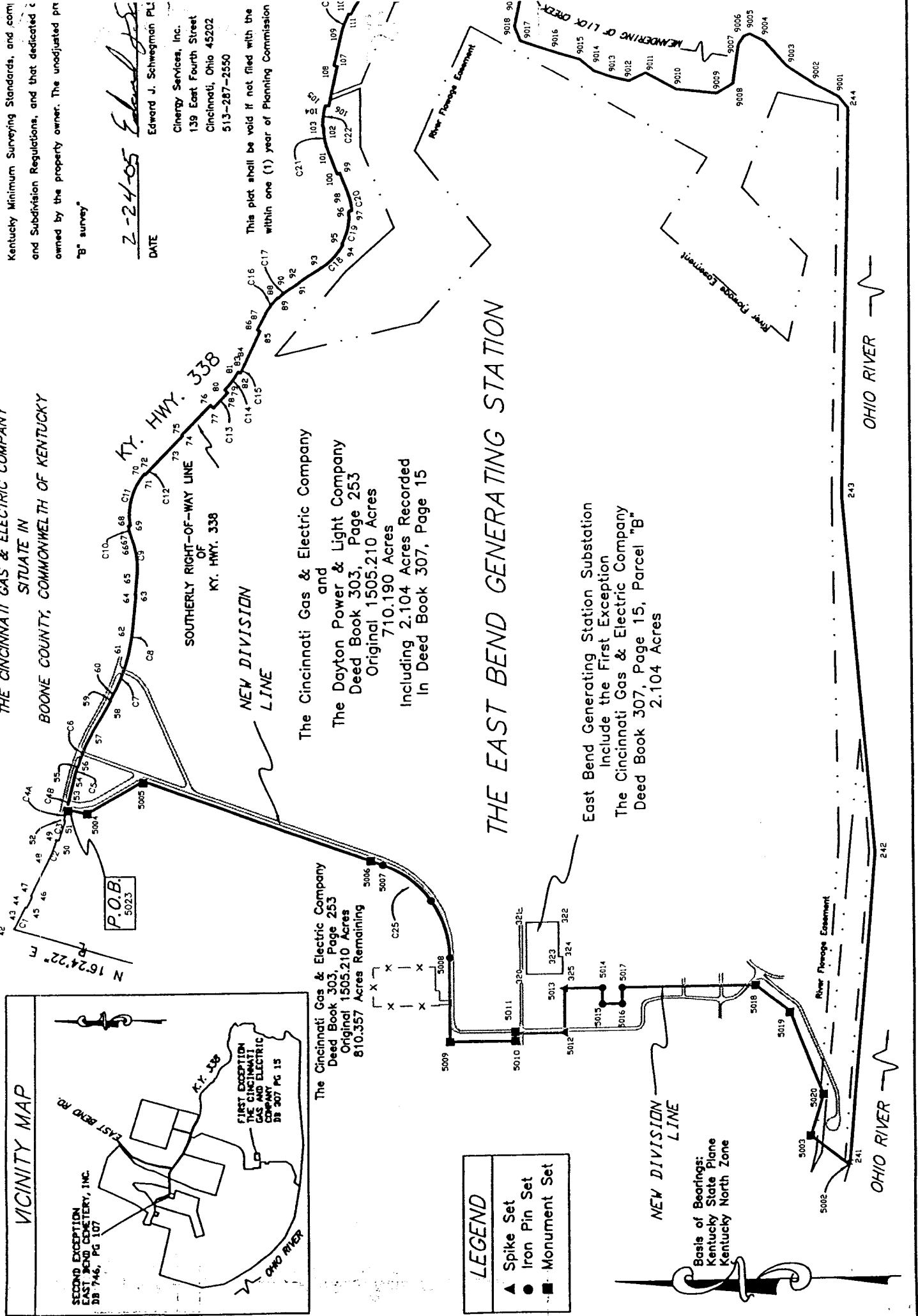
I certify that this plat depicts a survey made by
 Kentucky Minimum Surveying Standards, and comply
 and Subdivision Regulations, and that dedicated to
 owned by the property owner. The unadjusted plat
 "B" survey.

DATE 2-24-05 Edward J. Schwegman P.L.C.
 Edward J. Schwegman P.L.C.
 Cinergy Services, Inc.
 139 East Fourth Street
 Cincinnati, Ohio 45202
 513-287-2550

This plat shall be void if not filed with the
 within one (1) year of Planning Commission



FOR
 THE CINCINNATI GAS & ELECTRIC COMPANY
 SITUATE IN
 BOONE COUNTY, COMMONWEALTH OF KENTUCKY



The Cincinnati Gas & Electric Company
 and
 The Dayton Power & Light Company
 Deed Book 303, Page 253
 Original 1505.210 Acres
 710.190 Acres
 Including 2.104 Acres Recorded
 In Deed Book 307, Page 15

THE EAST BEND GENERATING STATION

East Bend Generating Station Substation
 Include the First Exception
 The Cincinnati Gas & Electric Company
 Deed Book 307, Page 15, Parcel "B"
 2.104 Acres

LEGEND	
▲	Spike Set
●	Iron Pin Set
■	Monument Set

Basis of Bearings:
 Kentucky State Plane
 Kentucky North Zone

OHIO RIVER

243

242

OHIO RIVER