

**EASEMENT AGREEMENT
FOR INGRESS AND EGRESS**

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

Rebecca Prem Gruppe
Hamilton County Recorders Office
File #: 06-0052750 Type: MT
Filed: 04/06/06 03:34:59 PM \$92.00
Off. Rec.: 10210 04739 F R8 10 763

WITNESSETH

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WHEREAS, CG&E is the owner of certain real estate located in the County of Hamilton, State of Ohio, and more specifically described in the conveyance of real property from to The Cincinnati Gas & Electric Company by Columbia Power Company by deed dated April 1, 1928 and recorded in **Deed Book 1488, Page 537, and Deed Book 1720, Page 601**, of the records of the Recorder of Hamilton County, Ohio, which is part of the CG&E Miami Fort Generating Station (hereinafter the “Miami Fort Station”); and

WHEREAS, the Miami Fort Station is comprised of Units 5, 6, 7, 8, 11, and 12, and CG&E owns a 100% undivided interest in Unit 5 & Unit 6; and

WHEREAS, CG&E owns the facilities that are common to the operation of Units 5 & 6 (“Unit 5/6 Common Facilities”); and

WHEREAS, CG&E co-owns Unit 7 & Unit 8 at the Miami Fort Station with The Dayton Power & Light Company (“DP&L”), as joint tenants in common; and

TRANSFER NOT NECESSARY

RPW
DUSTY RHODES
COUNTY AUDITOR

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10210 4739

WHEREAS, by virtue of a certain Asset Transfer Agreement, effective as of the 1st day of January, 2006, CG&E will or has transferred 100% of its ownership of Unit 6 and the Unit 5/6 Common Facilities to ULH&P; and

WHEREAS, ULH&P, as the new owner of Unit 6, desires a right-of-way for ingress and egress upon the CG&E Real Estate to access Unit 6, the Unit 5/6 Common Facilities, and related facilities (as set forth herein below); and

WHEREAS, CG&E is willing to grant ULH&P a right-of-way for ingress and egress upon the CG&E Real Estate for access to the 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. CG&E grants to ULH&P a perpetual, non-exclusive sixty foot (60') wide ingress/egress easement upon the CG&E Real Estate from the public roads, namely Brower Road, and Station Avenue, as a private drive, to the Miami Fort Station on all real property owned by CG&E and a license for access, ingress and egress, across, over and around, any property owned by a third party to the extent of CG&E's right-of-way on such third party property, to access the following: (a) **Unit 6**; (b) **ingress/egress over a CG&E right-of-way owned in fee by CSX Railroad Company, which is shown on the attached Exhibit A and will be transferred to ULH&P**; (c) the **Coal Yard**, more particularly identified on Exhibit A, which is attached hereto and incorporated herein by reference; (d) the **Ash Pond**, as identified on Exhibit A; (e) the **Stack**, as identified on

Exhibit A; and (f) the **Unit 5/6 Crusher**, as identified on Exhibit A, (collectively, (a)-(e) above may be hereinafter referred to as the “ULH&P Access Facilities”). The ULH&P Access Facilities set forth hereinabove, are those Facilities to which ULH&P has access pursuant to this Agreement in their current location. If the ULH&P Access Facilities are relocated in the future, this Agreement intends to provide ULH&P the requisite right-of-way for ingress and egress to access the ULH&P Access Facilities. Thus, it is the parties’ intention that CG&E grants ULH&P a right-of-way to the ULH&P Access Facilities wherever located upon the Miami Fort Station to the extent that CG&E has the requisite ability to convey such rights. ULH&P’s right-of-way rights provide ULH&P with the right to access the ULH&P Access Facilities on the CG&E Real Estate that is 100% solely owned by CG&E. Therefore, ULH&P shall not have any right-of-way nor access rights with respect to real estate that is jointly-owned by CG&E and DP&L (unless the jointly-owned Real Estate is part of the ULH&P Access Facilities), or CG&E and any other third party, or property owned solely by any third party, nor is CG&E purporting to convey any permanent or perpetual easement rights in any such property to which CG&E is not the sole owner. More importantly, CG&E specifically states that it does not intend to convey, transfer or otherwise attempt to convey such permanent and perpetual rights in any property that is not owned 100% in fee by CG&E. Further, ULH&P may access the ULH&P Access Facilities by any reasonable ingress/egress route, unless otherwise directed or instructed by CG&E (the “Right-of-Way Area”).

2. Further, to expand on Paragraph 1 above, with respect to the portion of the property that is owned by CSX or its successors and/or assigns, CG&E, with its execution of this Agreement, is solely providing a right-of-way interest to ULH&P solely to the

extent of CSX's consent and license agreement with CG&E pursuant to the terms and conditions thereunder. Such CSX license agreement will be assigned ULH&P.

3. ULH&P, may, with the consent of CG&E, modify and maintain the Right-of-Way Area as may be necessary or convenient to exercise or enjoy the rights granted herein. CG&E reserves the right to use the Right-of-Way Area; provided, that any such use does not unreasonably and materially interfere with ULH&P's access to the ULH&P Access Facilities.

4. ULH&P shall have no duty to modify or maintain the Right-of-Way Area unless otherwise directed by CG&E; however, ULH&P shall be responsible for repairing any damage caused by its use of the Right-of-Way. Should ULH&P fail to repair any damage within a reasonable period of time or in a manner satisfactory to CG&E, CG&E may make such repairs and invoice ULH&P. ULH&P shall be responsible for any and all costs associated with CG&E's repair of ULH&P's damage and any costs or expenses incurred by CG&E to enforce this provision or to recover such costs or expenses from ULH&P. ULH&P shall be responsible for the reimbursement or indemnification to CG&E for the same.

5. Should CG&E require any gate or barrier at any time for the Right-of-Way Area as a result of the grant of the rights herein to ULH&P, ULH&P shall have the duty (a) to insert a pad lock or any other reasonable and adequate security measures upon any gate to be maintained by ULH&P at any entrance to the Right-of-Way Area, and (b) to lock or secure, as applicable, the same upon each exit from the Right-of-Way Area and the Miami Fort Station. CG&E shall have the ability to impose other reasonable restrictions with respect to ULH&P's use of the Right-of-Way Area or the rights

conveyed to ULH&P herein. ULH&P shall not construct any permanent or temporary structures within the Right-of-Way Area or otherwise obstruct, hinder or block the Right-of-Way Area.

6. ULH&P shall indemnify, defend, and hold harmless CG&E 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 ULH&P's use of the Right-of-Way Area, or ULH&P's employees, agents, representatives, contractors, subcontractors, designees, guests, invitees, use or presence upon the Right-of-Way Area, or the parties' execution of this Agreement.

7. This Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of CG&E and ULH&P to the extent permitted hereunder.

8. This Agreement shall be governed by and interpreted under the laws of the State of Ohio. If any part 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.

9. If ULH&P fails to remedy a breach of any duty herein within thirty (30) days from the date CG&E notifies ULH&P in writing of said breach, CG&E shall have the right to take whatever action it deems reasonably necessary to remedy the breach; and ULH&P shall reimburse CG&E for all reasonable costs and expenses incurred by CG&E in so acting and which are submitted to CG&E in an itemized and written form.

10. If requested by CG&E, and at the sole option and in the sole discretion of CG&E, ULH&P shall provide CG&E and shall maintain during the duration of this

Agreement, insurance coverage acceptable to CG&E with regard to type, amount and carrier.

11. ULH&P shall not permit any mechanic's lien to be placed upon the Property including the Right-of-Way Area. ULH&P shall obtain the release of any mechanic's lien as soon as possible; provided, however, if said mechanic's lien is not removed by ULH&P within a reasonable amount of time, CG&E may obtain the release of the mechanic's lien and recover from ULH&P, and costs or expenses incurred in obtaining said release.

12. 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.

13. 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.

14. ULH&P may not assign this Agreement without the prior written consent of CG&E, which consent may be withheld at CG&E's discretion.

15. Notwithstanding any term or condition of this Agreement, CG&E is conveying the rights herein to ULH&P insofar as it has the legal right, power and authority to do so, and subject to:

(A) CG&E's present and future right to occupy, possess, and use its property within the Right-of-Way Area for any and all purposes;

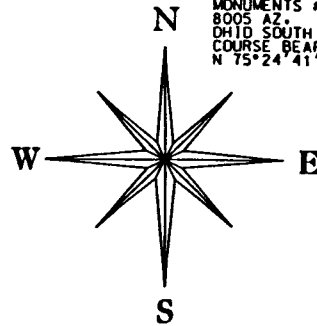
(B) All encumbrances, conditions, covenants, easements, licenses, and limitations applicable to CG&E's title to or rights in the subject property; and

(C) Compliance by ULH&P with the terms and conditions herein contained.

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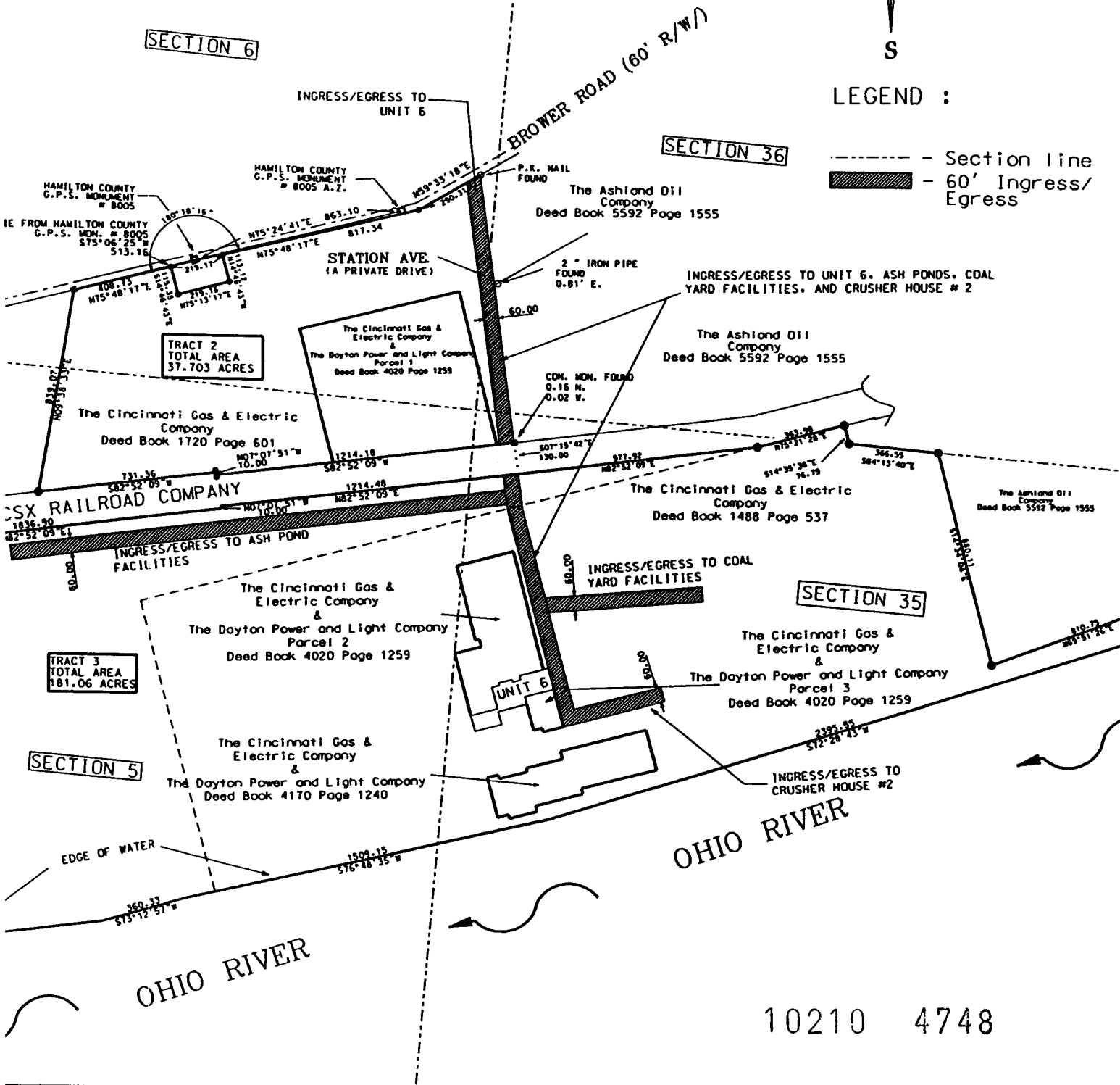
SITUATED IN MIAMI TOWNSHIP,
HAMILTON COUNTY,
STATE OF OHIO
IN TOWNSHIP 1 AND 2 OF FRACTIONAL RANGE 1,
SECTIONS 35, 36, AND 6

BEARINGS ARE BASED ON
HAMILTON COUNTY C.P.S.
MONUMENTS # 8005 AND
8005 A.Z.
OHIO SOUTH ZONE 3402
COURSE BEARING
N 75°24'41" E 863.10 FEET



LEGEND :

- - - - - Section line
- 60' Ingress/Egress



10210 4748



INDEX		DWG NO.
DETAIL INGRESS / EGRESS EASEMENTS TO FACILITIES IN MIAMI FORT STATION		MAP NO.
LOCATION MIAMI FORT STATION		SURV. NO.
DATE 02/17/2004	SCALE N.I.S.	REV. <input type="checkbox"/> EXHIBIT "A"