



**BK: 7708 PG: 1513**  
**EASEMENT AGREEMENT**  
**FOR INGRESS AND EGRESS**

WOODSDALE EASEMENT

#142183

200600014066

Filed for Record in  
 BUTLER COUNTY, OHIO  
 DANNY N CRANK

03-07-2006 At 12:26:49 pm.

EASEMENT 68.00

DR Book 7708 Page 1513 - 1519

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”).

**WITNESSETH**

**WHEREAS**, CG&E is the owner of certain real estate located in Butler County, Ohio and more specifically described in **Deed Book 1682, Page 485, and Deed Book 1688, Page 542**, of the records of the Recorder of Butler County, Ohio, which is part of the **CG&E Woodsdale Generating Station** (“CG&E Real Estate”); and

**WHEREAS**, by virtue of a certain Asset Transfer Agreement, dated and effective on the 1st day of January, 2006, CG&E will or has transferred its portion of the ownership of the CG&E Real Estate to ULH&P (“ULH&P Real Estate”); and

**WHEREAS**, CG&E will retain ownership of the real estate and real property known as the switchyard and substation area (“Switchyard”), and the gas turbine units 1-7 (“GTUs”), and desires an easement for ingress and egress to the ULH&P Real Estate to access the Switchyard, the GTUs and related facilities (“CG&E Real Estate & 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 Real Estate & Facilities, subject to the terms and conditions contained herein.

**TRANSFER NOT NECESSARY**  
**KAY ROGERS**  
 BY 2-21-06 MD DEPT.  
 AUDITOR, BUTLER CO., OHIO

**BK: 7708 PG: 1514**

**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 ingress/egress easement to the ULH&P Real Estate from the public roads, to the guard house to access the CG&E Real Estate & Facilities, **and the same access for any contractors, subcontractors, materialmen, suppliers, agents, designees, representatives, etc., of CG&E.** CG&E’s rights pursuant to this Easement provide CG&E with the right to access the CG&E Real Estate & Facilities, which are located on the ULH&P Real Estate. CG&E may access the CG&E Real Estate & Facilities by any reasonable ingress/egress route, unless otherwise directed or instructed by ULH&P (the “Easement Area”). The Easement Area is shown on Exhibit A, which is attached hereto and incorporated herein by reference.

2. ULH&P shall be responsible to maintain the Easement Area, and CG&E shall have no duty to modify or maintain the Easement Area. However, 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, and CG&E will 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.

**BK: 7708 PG: 1515**

3. Should ULH&P require any reasonable gate or barrier at any time for the Easement Area as a result of the grant of this Easement to CG&E, CG&E will (a) insert a pad lock upon any gate to be maintained by CG&E at any entrance to the Easement Area or perform other appropriate security measures, and (b) lock or otherwise secure the same upon each exit from the Easement Area and the Woodsdale 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 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.

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.



**BK: 7708 PG: 1516**

8. Either party may assign this Easement, in whole or part, upon written 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.

**[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]**





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 <sup>Title</sup> 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 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

This instrument prepared by:  
Janice L. Walker  
Attorney at Law  
139 East Fourth Street  
Cincinnati, Ohio 45202  
(513) 287-2644

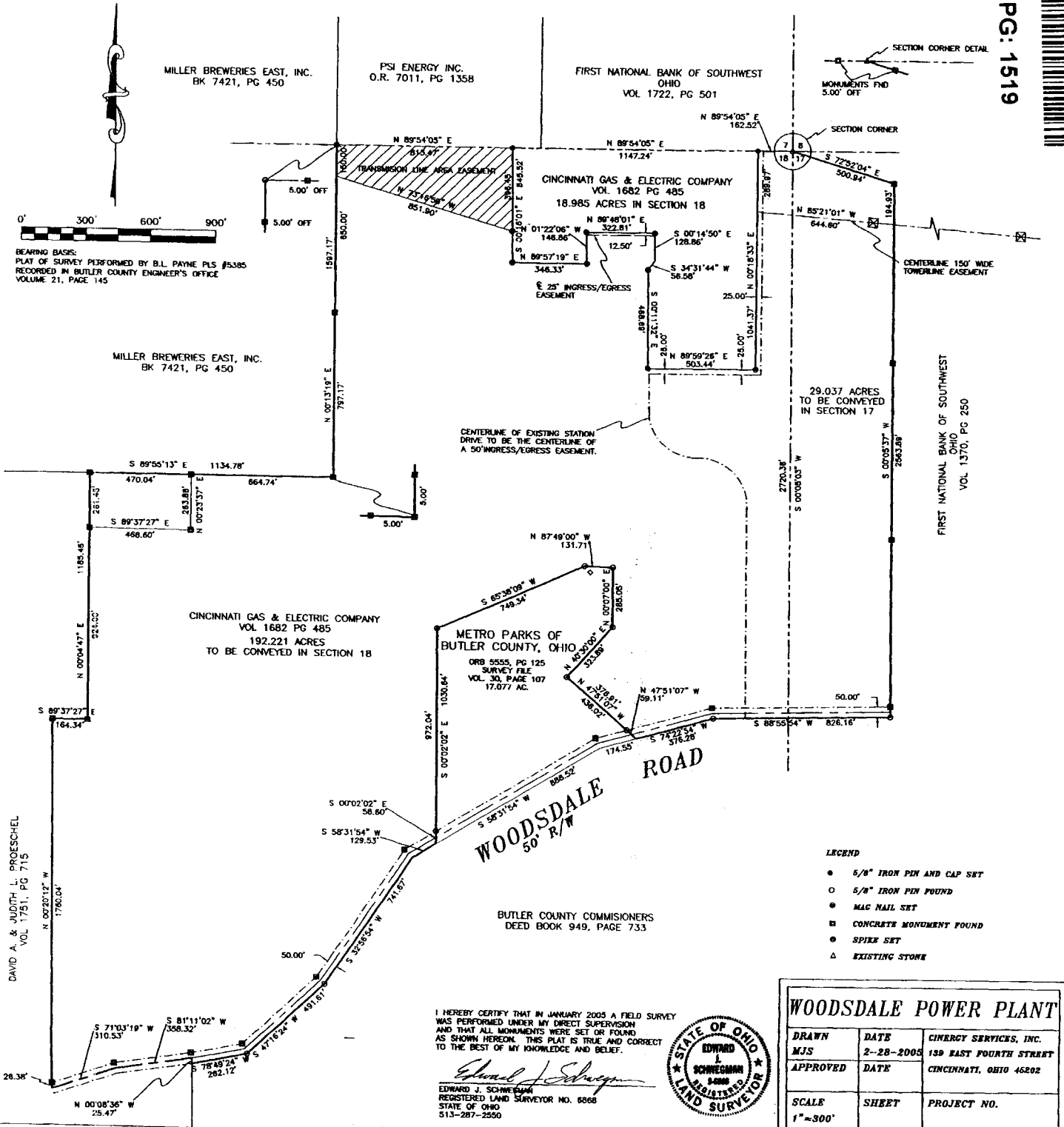
# EXHIBIT "A"

VOL 49 PAGE 117  
 BUTLER COUNTY ENGINEERS  
 RECORD OF LAND SURVEYS

# PLAT OF SURVEY

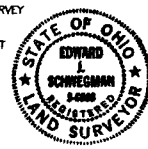
BUTLER COUNTY, OHIO  
 MADISON TOWNSHIP  
 SECTION 17 & 18, TOWN 1, RANGE 4

BK: 7708 PG: 1519



I HEREBY CERTIFY THAT IN JANUARY 2005 A FIELD SURVEY WAS PERFORMED UNDER MY DIRECT SUPERVISION AND THAT ALL MONUMENTS WERE SET OR FOUND AS SHOWN HEREON. THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

*Edward J. Schweigman*  
 EDWARD J. SCHWEIGMAN  
 REGISTERED LAND SURVEYOR NO. 6868  
 STATE OF OHIO  
 513-287-2550



WOODSDALE POWER PLANT		
DRAWN	DATE	CINERGY SERVICES, INC.
MJS	2-28-2005	139 EAST FOURTH STREET
APPROVED	DATE	CINCINNATI, OHIO 45202
SCALE	SHEET	PROJECT NO.
1"=300'		

