

200600014064 *Re-record*
Filed for Record in
BUTLER COUNTY, OHIO
DANNY N CRANK
03-07-2006 At 12:25:30 pm.
EASEMENT 44.00
OR Book 7708 Page 1505 - 1508



~~BK: 7701 PG: 2029~~



BK: 7708 PG: 1505

~~200600010640
Filed for Record in
BUTLER COUNTY, OHIO
DANNY N CRANK
02-21-2006 10:22:30 am.
EASEMENT 44.00
OR Book 7701 Page 2029 - 2032~~

GRANT OF EASEMENT

In consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, **THE UNION LIGHT, HEAT AND POWER COMPANY** (hereinafter referred to as "Grantor"), hereby grants unto **THE CINCINNATI GAS & ELECTRIC COMPANY**, an Ohio corporation, and its successors and assigns (hereinafter referred to as "Grantee"), a perpetual, non-exclusive easement, to construct, reconstruct, operate, patrol, maintain, repair, replace, relocate, add to, modify and remove electric and/or telecommunication overhead line or lines, including but not limited to, all necessary and convenient supporting structures such as towers, poles, wires, cables, guy wires with anchors, grounding systems, counterpoises, and all other appurtenances, fixtures and equipment (hereinafter referred to as the "Facilities") for the transmission and distribution of electrical energy, and for technological purposes (including but not limited to telecommunications), in, upon, over, along, under, through and across the following described real estate situated in Butler County, Ohio, (hereinafter referred to as the "Easement Area"):

Situate in Sections 17 & 18, T1, R4, Madison Township, Butler County, State of Ohio; being part of the same real estate conveyed to **THE UNION LIGHT, HEAT AND POWER COMPANY** from The Cincinnati Gas & Electric Company by deed recorded in Official Record Book 7708, Page 1501, Butler County Recorder's Office (hereinafter referred to as "Grantor's Property").

Said "Easement Area" shall be as described on Exhibit "A" attached hereto and hereby made a part hereof.

This easement grant shall include, but not be limited to, the following respective rights and duties of Grantor and Grantee:

1. Grantee shall have the right of ingress and egress over the Easement Area, and over the adjoining land of Grantor's Property (using lanes, driveways, and adjoining public roads where practical as determined by Grantee).
2. Grantee shall have the right to cut down, clear, trim, remove, and otherwise control any trees, shrubs, overhanging branches, and/or other vegetation upon or over the Easement Area. Grantee shall also have the right to cut down, clear, trim, remove, and otherwise control any trees, shrubs, overhanging branches, and/or other vegetation which are adjacent to the Easement Area but only to the extent such vegetation may endanger, as reasonably determined by Grantee, the safe or reliable operation of the Facilities, or where, such vegetation is trimmed consistent with generally accepted arboricultural practices.
3. Grantee shall have the right to allow third parties to attach equipment to Grantee's Facilities, and any such equipment shall include but not be limited to, wires, cables, and other fixtures; provided, that Grantor shall pursue any claim with the third party and not Grantee, if any such claim arises out of any third party's attachment.
4. To the best of Grantor's knowledge, the Easement Area and the adjoining land of Grantor's Property have never been used to release, discharge, generate or store any toxic, hazardous, corrosive, radioactive or otherwise harmful substance or material.

For Grantee's Internal Use:
Inits.: PWW/jam/JES
JC#: 050023
Co. Property 616
Prepared Date: March 23, 2005

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



BK: 7708 PG: 1506



~~BK: 7704 PG: 2030~~

5. Grantor shall not place, or permit the placement of, any obstructions which may interfere with the exercise of the rights granted herein to Grantee. Grantee shall have the right to remove any such obstruction.

6. Grantee shall have the right to pile dirt and other material and to operate equipment upon the surface of the Easement Area and the adjoining land of Grantor's Property, in the exercise of the rights granted herein to Grantee.

7. 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 a condition which is reasonably close to the condition it was in prior to the damage, all to the extent such damage is caused by Grantee or its contractors or employees. In the event that Grantee does not, in the opinion of Grantor, satisfactorily repair any damage, Grantor must, within ninety (90) days after such damage occurs, file a claim for such damage with Grantee at (a) 139 East Fourth Street, Cincinnati, Ohio 45201, Attn: Right of Way Services 740M, or (b) by contacting an authorized Right of Way Services representative of Grantee.

8. Grantor shall have the right to use the Easement Area and the adjoining land of Grantor's Property in any manner which is consistent with the rights granted herein to Grantee, and shall comply with all applicable codes when making use of the land near the Facilities.

9. Notwithstanding anything to the contrary contained herein, Grantor shall not without the prior written consent of Grantee (a) construct or install, or permit the construction or installation of any building, house, or other above-ground structure, or portion thereof, upon the Easement Area; or (b) excavate or place, or permit the excavation or placement of any dirt or other material upon or below the Easement Area.

10. Grantor warrants that it has the necessary authority and title to Grantor's Property to grant this easement to Grantee, and shall defend and hold Grantee harmless from the claim of any third party that Grantor does not have such authority or title.

11. The respective rights and duties herein of Grantor and Grantee shall inure to the benefit of, and shall be binding upon the respective successors, assigns, heirs, personal representatives, lessees, licensees, and/or tenants of Grantor and Grantee. Easement, Grantor and Grantee, as used herein, shall be deemed to be plural, when required to be so. The exercise of any or all of the rights and privileges of Grantee set forth herein, shall be at the sole discretion of Grantee.



BK: 7708 PG: 1507

~~BK: 7701 PG: 2004~~

IN WITNESS WHEREOF, Grantor has caused this Grant of Easement to be signed by its duly authorized representative(s), effective the 25th day of January, 2006.

THE UNION LIGHT, HEAT AND POWER COMPANY,
Grantor

By: *George E. Toft* By: _____
Printed Name: George E. Toft Printed Name: _____
Printed Title: Manager Land Services Printed Title: _____

STATE OF OHIO)
) SS:
COUNTY OF HAMILTON)

Personally appeared before me this day George E. Toft, Manager Land Services,
(a) duly authorized representative(s) of Grantor and acknowledged the signing of this Grant of Easement by him to be a voluntary act and deed for and on behalf of Grantor, and having been duly sworn/affirmed, state(s) that any representations contained therein are true to the best of his personal knowledge.

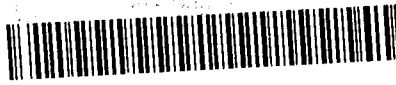
WITNESS my hand and notarial seal, this 25th day of January, 2006.

My Commission Expires: 6-16-2008 Signed Name: *Maureen Macke*
My County of Residence: Hamilton Printed Name: Maureen Macke

This Instrument Prepared by:
Janice L. Walker
Attorney-at-Law
The Cincinnati Gas & Electric Company
139 East Fourth Street
Cincinnati, Ohio 45202
(513) 287-2644



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



BK: 7708 PG: 1508

EXHIBIT "A"



~~BK: 7701 PG: 2032~~

TRANSMISSION EASEMENT @ WOODSDALE STATION
150 FEET WIDE
Woodsdale Conveyance

A strip of land 150 feet in width, lying 75 feet on either side of the centerline of the electric transmission tower line projected westward as surveyed with the side lines of said strip of land to be lengthened or shortened to terminate at the Grantor's property lines. Situate in Sections 17 and 18, Town 1, Range 4, Madison Township, Butler County, Ohio and being more particularly described as follows:

Commencing at an existing stone at the Northeast corner of Section 18; Thence South $72^{\circ}52'04''$ East, 500.94 feet to a concrete monument;

Thence South $00^{\circ}05'37''$ West, 194.93 feet to the centerline of the tower line, the **Point of Beginning** of this description;

Thence, along said centerline, North $85^{\circ}21'01''$ West, 644.60 feet to the Grantor's line.

The above description is the result of a field survey performed in January, 2005 under the direct supervision of Edward J. Schwegman, Registered Land Surveyor No. 6868, State of Ohio.