



BK: 7701 PG: 2039

# ASSIGNMENT OF EASEMENT

KNOW ALL MEN BY THESE PRESENTS: THAT THE CINCINNATI GAS & ELECTRIC COMPANY, for and in consideration of One Dollar (\$1.00) and other good and valuable considerations, the receipt whereof is hereby acknowledged, does hereby **assign, transfer and convey** unto THE UNION LIGHT, HEAT AND POWER COMPANY, its successors and assigns, **all of a certain right of way and easement** conveyed to THE CINCINNATI GAS & ELECTRIC COMPANY by grant of easement from Miller Brewing Company recorded in Deed Book 1709, Page 51, Butler County Recorder's Office, a copy of which is attached hereto as Exhibit "A" and hereby made a part hereof.

TO HAVE AND TO HOLD said right of way and easement unto the said THE UNION LIGHT, HEAT AND POWER COMPANY, its successors and assigns, forever; provided, however, that nothing herein contained shall be construed to affect in any way any other rights of way, easements or property rights of the said THE CINCINNATI GAS & ELECTRIC COMPANY in the above described property.

200600010643  
Filed for Record in  
BUTLER COUNTY, OHIO  
DANNY N CRANK  
02-21-2006 At 10:23:50 am.  
EASEMENT 60.00  
OR Book 7701 Page 2039 - 2044

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

PWW/jam/JES  
Woodsdale Sta. #616  
April 21, 2005

IN WITNESS WHEREOF, THE CINCINNATI GAS & ELECTRIC COMPANY, this 25<sup>th</sup> day

of January, 2006, has caused its corporate name to be hereunto subscribed by

Christopher E. Arbuckle its Supervisor Right of Way Services and

its

thereunto duly authorized by its Board of Directors.

Signed and acknowledged  
in the presence of:

THE CINCINNATI GAS & ELECTRIC COMPANY

Conroy J. Wiley

By Christopher E. Arbuckle  
its  
Supervisor Right of Way Services

By \_\_\_\_\_  
its



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STATE OF OHIO, HAMILTON COUNTY, ss:

Before me, a Notary Public in and for said State, personally appeared

Christopher E. Arbuckle, Supervisor Right of Way Services and

of THE CINCINNATI GAS & ELECTRIC COMPANY, the corporation which executed the foregoing instrument, who acknowledged the signing thereof to be their free act and deed individually and on behalf of said corporation and by authority of its Board of Directors.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal this

25th day of January, 2006.

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

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GRANT OF EASEMENTS

RECORDED Sub  
PAGE 30

This GRANT OF EASEMENTS is made this 25 day of June, 1990, by and between Miller Brewing Company, its successors and assigns, a corporation organized under the laws of the State of Wisconsin, whose mailing address is 3939 West Highland Boulevard, Milwaukee, Wisconsin 53208 (Grantor) and The Cincinnati Gas & Electric Company, its successors and assigns, a corporation organized under the laws of the State of Ohio, whose mailing address is P. O. Box 960, Cincinnati, Ohio 45201 (Grantee).

**TRANSFER NOT NECESSARY**  
**DANIEL S. WURST**  
BY 10-23-90 DEPT.  
AUDITOR, BUTLER CO., OHIO

WITNESSETH THAT:

Grantor, for and in consideration of ONE DOLLAR AND OTHER GOOD AND VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, does hereby grant unto Grantee, its successors and assigns, forever, 1) a right of way and easement to construct, reconstruct, operate, maintain, and repair a railroad track and any and all necessary and incidental fixtures and equipment together with the right of passing with its rolling stock, freight and passengers, without hindrance, over and through part of the property of the Grantor (hereinafter referred to as EASEMENT I), and 2) upon prior notice to Grantor, the right of passing with its rolling stock, freight (limited to the types of items listed on "Attachment 1" unless Grantee has received prior written approval of Grantor) and passengers, and without interfering with the operations of Grantor, over and through part of the property of Grantor (hereinafter referred to as EASEMENT II).

The interest of The Cincinnati Gas & Electric Company in the within described property is subject to the First Mortgage, as Amended and Supplemented, between the Company and Irving Trust Company, as Trustee, recorded in Mortgage Book 299 page 15 of the Mortgage Records of the above mentioned county.



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~~PLU 1709 TRK 52~~

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In the event Grantee breaches any of the terms and conditions herein, Grantor may terminate this Grant of Easement.

EASEMENT I

The following is the description of EASEMENT I on the aforementioned property.

EASEMENT I shall be composed of two parts:

The first part of EASEMENT I shall be 50.00 feet in width, the line to follow a path approximately 50 feet from the center line of the existing overhead tower line easement, the center line of which is described as follows:

Beginning at a point in the easterly boundary line of the property of the Grantor and in the easterly line of Section 12, T2N, R3E, St. Clair Township, Butler County, State of Ohio, and in the center line of Wayne Madison Road, said point being NORTH 0° 13' 31" EAST, 121.54 feet from a southeast corner of the property of the Grantor and the southeast corner of said Section 12; then from said point of beginning, NORTH 88° 43' 59" WEST, 2790.97 feet to a Point of Curve; thence, along the arc of a 5° railroad curve deflecting to the right, westwardly, 94.67 feet to a Point of Tangency (said curve is subtended by a chord which bears NORTH 86° 21' 58" WEST for a distance of 94.68 feet); thence NORTH 83° 59' 57" WEST, 297.57 feet to Point "A", a Point of Curve.

The second part shall be a 100 feet in width, the center line of which is described as follows:

Beginning at the above described Point "A", a Point of Curve; thence, along the arc of a 12° railroad curve deflecting to the right, northwestwardly, 976.97 feet to a Point of Tangency (said curve is subtended by a chord which bears NORTH 25° 22' 51" WEST for a distance of 816.73 feet); thence NORTH 33° 14' 15" EAST, 177.71 feet to a Point of Curve; thence, along the arc of a 10° railroad curve deflecting to the left, northwardly, 330.00 feet to a Point of Tangency (the last aforesaid curve is subtended by a chord which bears NORTH 16° 44'



00" EAST for a distance of 325.96 feet); thence NORTH  
0° 14' 16" EAST, 130.09 feet, to Point "B".

Subject to the right of way for Wayne Madison Road.

Also, a temporary easement, 200.00 feet in width, for  
construction purposes, the center line of which is described as  
follows:

Beginning at the above described Point "A", a Point of  
Curve; thence, along the arc of a 12° railroad curve  
deflecting to the right, northwestwardly, 976.97 feet  
to a Point of Tangency (said curve is subtended by a  
chord which bears NORTH 25° 22' 51" WEST for a distance  
of 816.73 feet); thence NORTH 33° 14' 15" EAST, 177.71  
feet to a Point of Curve; thence, along the arc of a  
10° railroad curve deflecting to the left, northwardly,  
330.00 feet to a Point of Tangency (the last aforesaid  
curve is subtended by a chord which bears NORTH 16° 44'  
00" EAST for a distance of 325.96 feet); thence NORTH  
0° 14' 16" EAST, 130.09 feet, to Point "B".

This temporary construction easement shall cease and become  
void after the completion of the initial construction of  
Grantee's railroad track.

#### EASEMENT II

The following is the description of EASEMENT II, a right of  
way and easement for the use of the existing rail on the  
aforementioned property.

EASEMENT II shall be 15.00 feet in width, the center line of  
which is described as follows:

Beginning at the above described Point "B"; thence  
NORTH 0° 14' 16" EAST, 909.79 feet; thence NORTH 6° 15'  
21" EAST, 426.43 feet; thence NORTH 0° 13' 16" EAST,  
1172.64 feet to a Point of Curve; thence along the arc  
of a curve deflecting to the right, northeastwardly,  
1398.48 feet to a Point of Compound Curve (said curve  
has a radius of 1455.40 feet and is subtended by a  
chord which bears NORTH 27° 44' 55" EAST for a distance  
of 1345.30 feet); thence along the arc of a curve  
deflecting to the right, northeastwardly, 248.54 feet  
to a point in a northwesterly boundary line of the



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property of the Grantor and the southeasterly right of way line of the B. & O. Railroad, said point being NORTH 88° 57' 33" WEST, 1371.48 feet; thence NORTH 3° 47' 02" WEST, 331.21 feet; thence SOUTH 63° 17' 15" WEST, 1079.30 feet; thence NORTH 1° 12' 34" EAST, 29.99 feet; and thence SOUTH 63° 17' 15" WEST, 102.52 feet from a northeast corner of the property of the Grantor and the northeast corner of said Section 12, (the last aforesaid curve has a radius of 2473.56 feet and is subtended by a chord which bears NORTH 58° 09' 16" EAST for a distance of 248.43 feet).

Said easement and property being situate in Section 12, T2N, R3E, St. Clair Township, Butler County, State of Ohio;

Being part of a 780.486 acre tract or parcel of land shown on a Plat of Survey filed in Volume 12, Page 92, Butler County Engineer's Record of Land Surveys; said 780.486 acre tract or parcel of land being part of the same real estate conveyed to the MILLER BREWING COMPANY, a Wisconsin Corporation, from Martin Farms, Inc. by deed dated January 24, 1980, and recorded in Deed Book 1387, Page 386, Butler County Recorder's Office.

This GRANT OF EASEMENTS is granted upon the following terms and conditions:

1. In addition to the other rights provided herein, EASEMENT I shall grant to Grantee the right with prior written consent of Grantor, which consent shall not be unreasonably withheld: (a) to clear the right of way of all brush, timber, and other obstructions which interfere with Grantee's use of the property, (b) to grade the right of way and make the necessary fills and cuts therefore, (c) to lay the necessary cross ties and rails for its track, and (d) of passing with its rolling stock, freight (limited to the types of items listed on "Attachment 1"

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