

## GRANT OF EASEMENT

G12072

Grant No. 20477

Know all men by these presents that  
Development 1-9-80

Cline Investment Inc.

(GRANTOR)

for and in consideration of One Dollar (\$1.00) and other good and valuable considerations, the receipt whereof is hereby acknowledged, does hereby grant unto CINCINNATI BELL INC. and

The Cincinnati Gas and Electric Company

their successors and assigns (GRANTEE), a right of way and easement to construct, reconstruct, operate, maintain and repair underground and overhead, poles, structures, appurtenant wires, conduits, manholes, anchors, grounding systems, counterpoises, buried cables and all other necessary or incidental facilities and equipment for telecommunication purposes and the transmission

and distribution of electrical energy

upon, over, under, across and within the limits of the following described real estate:

Situated in Military Survey No. 2204 and 2207, of the Virginia Military Survey District, Anderson Township, Hamilton County, Ohio, and being parts of lots numbered 1 through 10, and within the limits of a certain private roadway known as Saddleback Drive, as said lots and roadway are shown on the unrecorded plat of Turpin Hills Section Seven Subdivision, prepared by McGill and Smith, Consulting Engineers, and dated August, 1979, being an unrecorded plat of property described in Deed Book 4157, Page 1553 of the Land Records of Hamilton County, Ohio.

The rights of way and easements herewith conveyed on lots numbered 1 through 10 and within the limits of the private roadway known as Saddleback Drive, shall be located as they are outlined and shown on a copy of an unrecorded plat of Turpin Hills Section Seven Subdivision attached hereto and made a part hereof.

PLAT BK: 222

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TRANSFER OF INTEREST  
JOSE L. DE LUCA, JR.

Examined & Certified True and Correct Copy of Original  
JOSE L. DE LUCA, JR., A.C.  
HAMILTON COUNTY, OHIO

Together with the right to clear and keep said rights of way and easements free and clear of all trees, overhanging branches, bushes and other obstructions which, in the opinion of the engineers of said Grantee, its successors or assigns, may endanger the safety of or interfere with the construction, reconstruction, operation, maintenance, repair, replacement or removal of said facilities; the right of ingress and egress at all times over any and all of the parts of said property including, but not by way of limitation, the right to use any and all driveways and parking areas for the purpose of constructing, reconstructing, maintaining, repairing, replacing and removing said facilities, and the right to pile dirt and materials and to operate equipment on the surface of the land, both within said easement and immediately adjacent thereto, during periods of construction, reconstruction, operation, maintenance, repair, replacement or removal of said facilities.

Grantor hereby agrees to reduce to final grade the area within said easements and immediately adjacent thereto prior to the installation of the facilities of said Grantee, and that no cutting or filling will be done within said easements after the installation of said facilities; and further that construction of driveways, sidewalks, parking areas and utilities, other than those to be constructed by Grantee, within the above described easements shall be accomplished in such a way that the said construction does not interfere in any way with the facilities of Grantee within said easements.

DEED BOOK 4182 Pg 237

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RECEIVED FOR TRANS

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Grantor hereby agrees to pay all damages to facilities of Grantee and expenses attributable to such damages caused by Grantor, its agents or contractors including, but not by way of limitation, any damages caused by the construction and/or maintenance of driveways, sidewalks, parking areas and utilities, other than those to be constructed by Grantee, within the above described easements.

Grantor, for itself, its successors and assigns, hereby covenants with Grantee, its successors and assigns, that no building or other structures shall be erected within said rights of way and easements, and that no trees or deep rooted planting shall be placed or permitted to grow within said rights of way and easements.

If any roadways are encumbered by this Grant of Easement, and such roadways are later dedicated to and accepted by a governmental authority as public roadways, the rights herein granted insofar as they lie within the limits of said roadways shall become subservient to the rights of such governmental authority.

Grantor warrants it has full power to convey said easement and will defend the same against claims of all persons whomsoever.

Grantor and Grantee, as used herein, shall be deemed to be plural, when required to be so, and shall include the heirs, executors, administrators, successors and assigns of the parties hereto.

IN WITNESS WHEREOF Development <sup>NS 1-9-80</sup> Cline Investment Inc.

has executed this Grant of Easement this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, by causing its corporate name to be hereunto subscribed by

Ralph Yeager  
and Neil Strawser  
thereunto duly authorized by its Board of Directors.

Signed and acknowledged in the presence of

[Signature]  
[Signature]

Development <sup>NS 1-28-80</sup> Cline Investment Inc.  
by Ralph Yeager  
Ralph Yeager, President  
by Neil Strawser  
Neil Strawser, Vice-President-  
(Executive Vice President) <sup>NS 1-9-80</sup>

STATE OF OHIO )  
COUNTY OF HAMILTON ) ss:

Before me, a Notary Public in and for said county and state, personally appeared  
Ralph Yeager, President and Neil Strawser, Vice-President  
of Development <sup>NS 1-9-80</sup> Cline Investment Inc. <sup>NS 1-28-80</sup>

the corporation which executed the foregoing instrument, who acknowledged that they did sign said Grant of Easement as such officers in behalf of said corporation and by authority of its Board of Directors, and that said instrument is their free act and deed individually and as such officers, and the free and corporate act and deed of the said Development <sup>NS 1-9-80</sup> Cline Investment Inc. <sup>NS 1-28-80</sup>

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

28 day of January, 1980

Carol H. Burns  
Notary Public

Prepared January 7, 1980  
By Shirley F. Howe, Atty  
CINCINNATI BELL INC.

State of \_\_\_\_\_  
CAROL H. BURNS  
Notary Public, State of Ohio  
My Commission Expires Dec. 2, 1983

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18:20 MAR 6 1980  
RECORDED  
INDEXED  
CINCINNATI, OHIO

