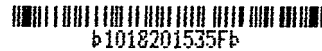


Rebecca Prem Groppe
Hamilton County Recorders Office
Doc #: 06-0033730 Type: DE
Filed: 03/06/06 10:28:46 AM \$44.00
Off.Rec.: 10182 01535 F R8 4 252



GRANT OF EASEMENT

Parcel #520-0112-0051
#520-0112-0049
#520-0112-0119

In consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, **KARL F. RILL and GAIL S. RILL** (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 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:

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Situate Section 3, T4, **R2**, Columbia Township, Hamilton County, State of Ohio; being part of Lots 12 and 13 of Henry DeBolt's Subdivision (Plat Book 1, Page 311) conveyed to the Grantor by three deeds recorded in **Deed Book 4828, Page 1131; Deed Book 4300, Page 1471; and Deed Book 4303, Page 1249**, Hamilton County Recorder's Office (hereinafter referred to as "Grantor's Property").

Said Facilities shall be located within a strip of land 20.0-feet in width the centerline of which is described as follows:

Beginning at a point on the existing southerly right of way line of U.S. Route 50 (Wooster Pike), said point being SOUTH 52° 57' 26" EAST, 92.86-feet along said southerly right of way line from the Grantor's westerly boundary line at RD. STA. 1712+08.67 - 40.00' RT as noted on Ohio Department of Transportation Right of Way Plan HAM - 50 - 31.95 (PID #19044); thence from said point of beginning, SOUTH 00° 15' 31" WEST, for a distance of 31.5-feet (hereinafter referred to as "Easement Area").

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

TRANSFER NOT NECESSARY

For Grantee's Internal Use:

Line Name/No: 13kV Feeder Newtown 44

R/W Tract No: 1 of 3

Project # C14ZGM

Prep/Chk: RMN/JES; Exec/Rec: _____

Dwg/Fac Ref.: 540791

Prepared Date: January 12, 2005

DUSTY RHODES
COUNTY AUDITOR

~~The interest of The Cincinnati Gas & Electric Company in the above described property is subject to the First Mortgage, as Assessed as: Supplemented, between the Company and The Bank of New York, as Trustee, recorded in Mortgage Book 1682 page 262 of the Mortgage Records of the above mentioned county.~~

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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.

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, but only during those times when Grantee is constructing, reconstructing, maintaining, repairing, replacing, relocating, adding to, modifying, or removing the Facilities.

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, OH 45202, Attn: Right of Way Services, 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; or (c) cause, by excavation or placement of material, either on or off the Easement Area, a pond, lake, or similar containment vehicle that would result in the retention of water in any manner within 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

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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.

[Signature pages follow.]

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IN WITNESS WHEREOF, Grantor has signed this Grant of Easement effective the 28th day of February, 2006.

KARL F. RILL and GAIL S. RILL,

Grantor

Signed Name: Karl F. Rill

Signed Name: Gail S. Rill

Printed Name: **KARL F. RILL**

Printed Name: **GAIL S. RILL**

STATE OF Ohio)
COUNTY OF Hamilton) SS:

Personally appeared before me this day Karl F. Rill & Gail S. Rill, husband and wife acknowledged the signing of this Grant of Easement by them to be their voluntary act and deed, and having been duly sworn/affirmed states that any representations contained therein are true to the best of their personal knowledge.

WITNESS my hand and notarial seal, this 28th day of February, 2006.

My Commission Expires: 6/5/2006 Signed Name: Ryan M. Nobles

My County of Residence: Hamilton Printed Name: Ryan M. Nobles
(previous Clermont)

This Instrument Prepared by Janice L. Walker, Attorney-at-Law, 139 E. Fourth St. Cincinnati, OH 45202.



RYAN M. NOBLES
Notary Public, State of Ohio
My Commission Expires June 5, 2006

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