

GRANT OF EASEMENT

16-36-282-009

16-36-282-014

In consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, **CITY OF MASON**, an Ohio municipal corporation, f/k/a **VILLAGE OF MASON** (hereinafter referred to as "Grantor"), hereby grant(s) unto **DUKE ENERGY OHIO, INC.**, an Ohio corporation, with a mailing address of 139 East Fourth Street, Cincinnati, OH 45202 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 line or lines including but not limited to, all necessary and convenient supporting structures such as poles, underground ducts, conduits, wires, cables, manholes, pullboxes, guy wires with anchors, grounding systems, counterpoises, surface equipment (including, but not limited to, transformers and switchgears), 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), both overhead and underground, in, upon, over, along, under, through and across the following described real estate:

Situate in Section 36, T4E, R2N, City of Mason, Deerfield Township, Warren County, State of Ohio; being part of Parcel I as conveyed to **CITY OF MASON** from Mason-Deerfield Joint Fire District and recorded in OR 1626 PG 847, and part of Tract I and Tract II as conveyed to **VILLAGE OF MASON** from C.G. Erbeck and recorded in Deed Book 404, Page 170, Warren County Recorder's Office (hereinafter referred to as "Grantor's Property").

Said right of way and easement shall be as shown on Exhibit "A" and described on Exhibit "B", attached hereto and hereby made a part hereof (hereinafter referred to as "the 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 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.


Prep/Chk: MLK/jam  Exec./Rec.: _____
R/W# 759850
LU#1173215
Dwg#: 759850
Pole# WRO-4456
April 7, 2008

EXHIBIT "A"
PAGE 1 OF 6

APR 15 2008

3. Grantee shall have the right to allow third parties (a) to attach equipment to Grantee's Facilities and (b), to trench with Grantee's Facilities, and with either (a) or (b), 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 EM740, 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 shall defend and hold Grantee harmless from the claim of any third party that Grantor does not have such authority or title.

EXHIBIT " A "
PAGE 2 OF 5

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.

IN WITNESS WHEREOF, Grantor has caused this Grant of Easement to be signed by its duly authorized representative(s), effective the ____ day of _____, 2008, thereto duly authorized by Ordinance # _____ of said CITY OF MASON passed on or about the ____ day of _____, 2008.

CITY OF MASON, an Ohio municipal corporation, f/k/a Village of Mason,
Grantor

By: _____ By: _____

Printed Name: _____ Printed Name: _____

Printed Title: _____ Printed Title: _____

STATE OF _____)
) SS:
COUNTY OF _____)

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

WITNESS my hand and notarial seal, this ____ day of _____, 2008.

My Commission Expires: _____ Signed Name: _____

My County of Residence: _____ Printed Name: _____

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

EXHIBIT "A"
PAGE 3 OF 5

Bearings Based On Ohio State Plane
South Zone

Basis of Bearings

| LINE | BEARING | DISTANCE |
|------|---------------|----------|
| L1 | S 07°44'37" W | 1.13' |
| L2 | N 84°38'21" W | 15.67' |

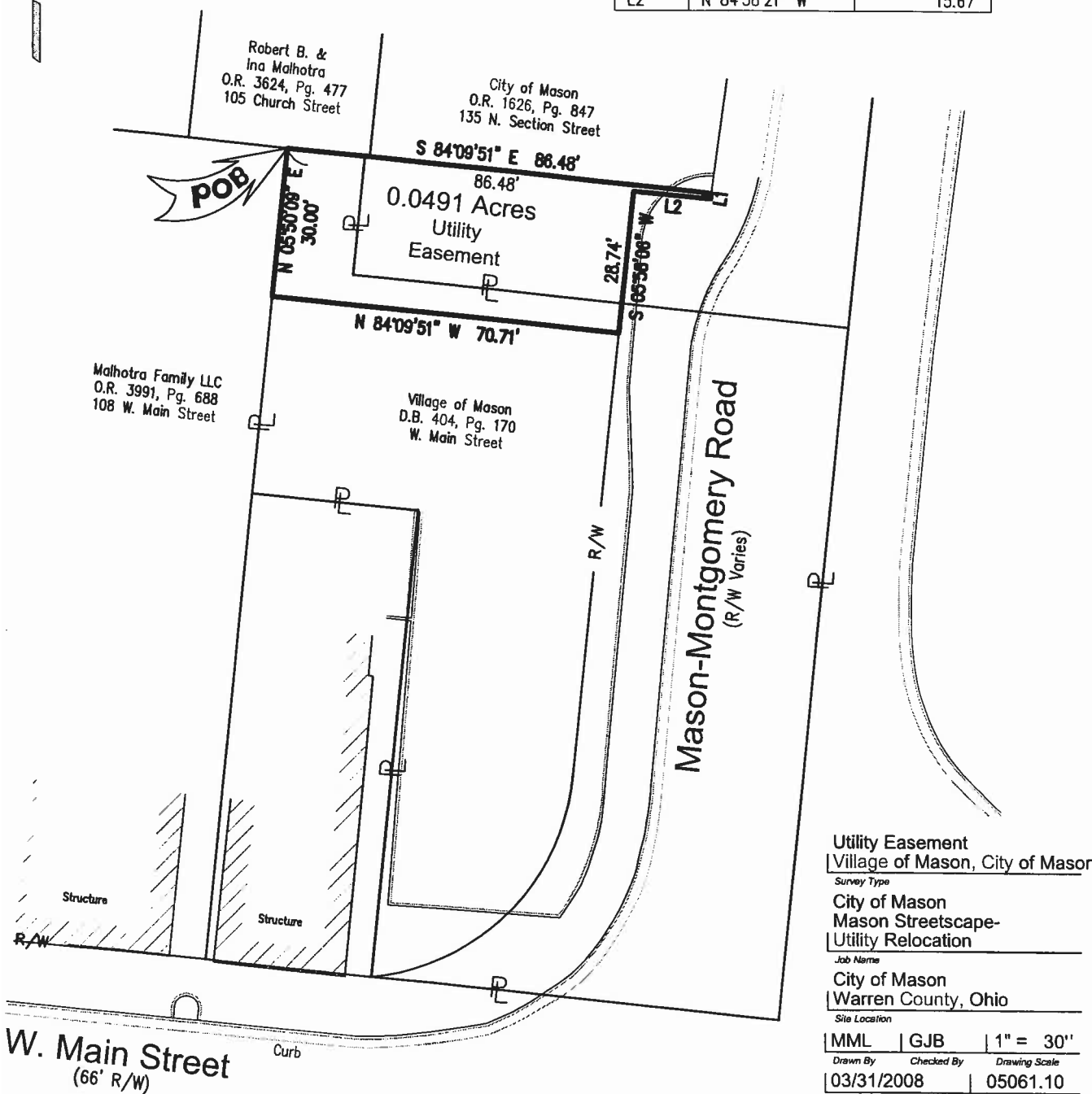
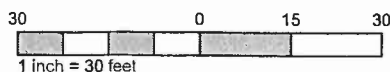


Exhibit A



Berding Surveying

GPS Surveying * 3D Laser Scanning

741 Main Street | Milford, OH 45150 | www.berdingsurveying.com

513.831.6761 fax | 513.831.5505 tel

Copyright © 2008 G. J. Berding Surveying, Inc. All rights reserved.

EXHIBIT "A"
PAGE 4 OF 5



EXHIBIT B

Description for: Utility Easement-City of Mason, Village of Mason
Location: W. Main Street & Mason-Montgomery Road, City of Mason

Situated in the City of Mason, Warren County, Ohio and being more particularly described as follows:

BEGINNING at the northeast corner of a tract of land conveyed to Malhotra Family LLC as recorded in O.R. 3991, Pg. 688 of the Warren County Recorder's Office and a point in the south line of a tract conveyed to Robert B. & Ina Malhotra as recorded in O.R. 3624, Pg. 477 of the Warren County Recorder's Office;

Thence along the south line of said Robert B. & Ina Malhotra and through a tract conveyed to the City of Mason as recorded in O.R. 1626, Pg. 847 of the Warren County Recorder's Office, South 84°09'51" East, 86.48 feet to the west right of way of Mason-Montgomery Road.

Thence along the right of way of said Mason-Montgomery Road. The following three (3) courses:
South 07°44'37" West, 1.13 feet;
North 84°38'21" West, 15.67 feet;
South 05°58'06" West, 28.74 feet;

Thence through a tract conveyed to the Village of Mason as recorded in Deed Book 404, Pg. 170 of the Warren County Recorder's Office, North 84°09'51" West, 70.71 to a point in the east line of aforesaid Malhotra Family LLC;

Thence along said east line, North 05°50'09" East, 30.00 feet to the **POINT OF BEGINNING**.

CONTAINING 0.0491 ACRES. Subject to legal highways and easements of record.

The above described easement being part of a tract conveyed to the Village of Mason in Deed Book 404, Page 170 and part of a tract conveyed to the City of Mason as recorded in O.R. 1626, Pg. 847, both of the Warren County Recorder's Office.

The bearings are based on the Ohio State Plane Coordinate System (south zone).

Prepared by G.J. BERDING SURVEYING, INC. March 31, 2008.

Based on an Easement Exhibit prepared by G.J. BERDING SURVEYING, INC. dated March 31, 2008 and attached hereto.

