

## **GRANT OF EASEMENT**

Pt. Parcel # 12283000050

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, a municipal corporation organized and existing under the laws of the State of Ohio** (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 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:

Situate in Section 28, Township 4, Range 3, Turtle Creek Township, Warren County, State of Ohio; being a part of a 39.582 acre tract conveyed to **City of Mason, from Shakerland Farms, a partnership of Warren County**, by deed dated April 16, 1992 and recorded in **Deed Book 716, Page 539** in the Office of the Recorder of Warren County, Ohio (hereinafter referred to as “Grantor’s Property”).

Said easement area being described and shown on a survey drawing marked Easement Exhibit “A”, attached hereto and becoming 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.

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 or in-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.

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 page(s) follow.]

**IN WITNESS WHEREOF**, Grantor has caused this Grant of Easement to be signed by its duly authorized representative(s), effective the \_\_\_\_ day of \_\_\_\_\_, 2016.

City of Mason, Grantor

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Title: \_\_\_\_\_

STATE OF OHIO )  
 ) 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 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 \_\_\_\_\_, 2016.

My Commission Expires: \_\_\_\_\_ Signed Name: \_\_\_\_\_

My County of Residence: \_\_\_\_\_ Printed Name: \_\_\_\_\_

This Instrument Prepared by  
Carey K. Steffen  
Attorney-at-Law  
Gerner & Kearns Co., LPA  
335 E. 3<sup>rd</sup> Street  
Newport, Kentucky 41071

*For Grantee's Internal Use:*  
*Line Name/No Shaker Run – Liberty 69KV*  
*R/W Tract No: WA-158.000*  
*Job Control #N8142*  
*LU# 1677330*  
*Prep/Chk: CP/JAY*  
*Prepared Date: \_\_\_\_\_*

**EASEMENT EXHIBIT "A"**

**EASEMENT AREA TO DUKE ENERGY OHIO, INC.**

SITUATED IN SECTION 28, TOWN 4, RANGE 3, TURTLE CREEK TOWNSHIP, WARREN COUNTY, OHIO, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF A 39.582 ACRE TRACT CONVEYED TO CITY OF MASON AS RECORDED IN OFFICIAL RECORD, WARRANTY DEED, BOOK 716, PAGE 539, WARREN COUNTY RECORDS; THENCE ALONG THE EAST LINE OF SAID CITY OF MASON TRACT, NORTH 02°18'28" EAST, 34.51 FEET TO A POINT IN THE NORTH RIGHT-OF-WAY LINE OF HAMILTON ROAD (60 FEET WIDE), SAID POINT BEING THE **TRUE POINT OF BEGINNING**; THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE OF HAMILTON ROAD (60 FEET WIDE), SOUTH 62°41'23" WEST, 511.77 FEET; THENCE CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE OF HAMILTON ROAD (60 FEET WIDE), NORTH 84°52'07" WEST, 108.12 FEET; THENCE NORTH 63°19'19" EAST, 55.19 FEET; THENCE NORTH 28°34'07" WEST, 4.69 FEET; THENCE NORTH 61°25'53" EAST, 20.00 FEET; THENCE SOUTH 28°34'07" EAST, 5.35 FEET; THENCE NORTH 63°19'19" EAST, 556.86 FEET; THENCE ALONG SAID EAST LINE OF CITY OF MASON TRACT, SOUTH 02°18'28" WEST, 58.69 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 0.72 ACRE OF LAND AND BEING SUBJECT TO ALL LEGAL HIGHWAYS, EASEMENTS AND RESTRICTIONS OF RECORD.

THE ABOVE DESCRIBED EASEMENT BEING PART OF THAT 39.582 ACRE TRACT CONVEYED TO CITY OF MASON AS RECORDED IN OFFICIAL RECORD, WARRANTY DEED, BOOK 716, PAGE 539, WARREN COUNTY, OHIO RECORDER'S OFFICE.



TREVOR A. McMANN, 5/9/2016  
OHIO REGISTRATION NO. 8522



\*BEARING BASIS: NAD83 OHIO STATE PLANE SOUTH ZONE, US FOOT

SECTION 28	T4-R3	TURTLE CREEK TWP.	WARREN COUNTY	OHIO
		WA-158.000 LU#1677330 PROJECT 114416-450730	JOB: 1054-15-6825 DATE: 5/9/2016	
			SHEET 1 OF 2	

EASEMENT EXHIBIT "A"

KERLAND FARMS  
12342000020  
PG. 391, PG. 415

S02°18'28"W  
223.00'

T.P.O.B.

N02°18'28"E  
34.51'

P.O.B.  
SE CORNER OF CITY  
OF MASON TRACT

S02°18'28"W  
58.69'

S36°02'33"E  
229.48'

HAMILTON ROAD  
(60' WIDE)

DUKE ENERGY OHIO,  
INC. EASEMENT AREA  
0.72 ACRES

CITY OF MASON  
39.582 ACRES  
12283000050  
WARRANTY DEED, BK. 716, PG. 539

S62°41'23"W  
511.77'

S92°41'23"W  
503.44'

N63°19'19"E  
559.86'

S28°34'07"E  
5.35'

N84°52'07"W  
108.12'

N61°25'53"E  
20.00'

N28°34'07"W  
4.69'

N63°19'19"E  
55.19'

HAMILTON ROAD  
(60' WIDE)



1 INCH = 100 FEET

NOTE: THIS IS NOT A  
BOUNDARY SURVEY

LEGEND

P.O.B. POINT OF BEGINNING

T.P.O.B. TRUE POINT OF BEGINNING

 PERMANENT EASEMENT AREA

SECTION 28

T4-R3

TURTLE CREEK TWP.

WARREN COUNTY

OHIO



WA-158.000  
LU#1677330  
PROJECT  
114416-450730

JOB: 1054-15-6825  
DATE: 5/9/2016

SHEET  
2 OF 2