

GRANT OF EASEMENT

KNOW ALL MEN BY THESE PRESENTS: THAT THE CITY OF MASON, OHIO, an Ohio Municipal Corporation (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 **THE CINCINNATI GAS & ELECTRIC COMPANY**, its successors and assigns, forever (Grantee), **a right of way and easement, 10.0 feet in width**, to construct, reconstruct, operate, maintain, repair, replace and remove underground ducts, conduits, cables, manholes, pullboxes, fixtures and equipment, plus surface mounted transformer and terminal installations, (when required by the service contract between the parties hereto), **for the transmission and distribution of electrical energy and for telecommunication purposes**, in, on, over, through and across the following described real estate:

Situate in Section 29, T4, R2, Deerfield Township, Warren County, State of Ohio, in the City of Mason; being part of the same real estate conveyed to **THE CITY OF MASON, OHIO** by two deeds recorded respectively in Official Record Book 1855, Page 212, and Official Record Book 2074, Page 399, Warren County Recorder's Office.

The center line of said 10.0 foot wide right of way and easement shall be as shown on Exhibit "A", attached hereto, as said easement pertains to the above mentioned real estate.

In addition to the rights provided above, said grant of right of way and easement shall provide that:

1. Grantee shall have the right to cut, trim or remove any trees, overhanging branches or other obstructions which may endanger the safety of or interfere with the construction, reconstruction, operation, maintenance, repair, replacement or removal of said facilities; 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 and the right of ingress and egress for the purpose of exercising the rights herein granted.

2. Grantor shall have the right to use the land within said easement for any purpose consistent with the rights herein conveyed to Grantee, including the right to construct across said easement driveways, sidewalks, parking areas and utilities, other than those to be constructed by Grantee, within the above described easement.

3. Grantor hereby agrees to reduce to final grade the area within said easement and immediately adjacent thereto prior to the installation of the facilities of said Grantee, and that no cutting nor filling will be done within said easement 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 easement, shall be accomplished in such a way that the said construction does not interfere in any way with the facilities of Grantee within said easement.

4. 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 easement.

5. No buildings or other structures nor any trees or other deep rooted plantings will be constructed or placed within said easement by Grantor.

6. Grantee, by accepting delivery of this grant of easement, hereby agrees to pay all damages caused by its employees, agents, licensees and construction equipment and also agrees to restore the surface of the land after the initial construction and any reconstruction, maintenance, repair, replacement or removal of said facilities, as near as practicable, to the condition found prior to each such operation.

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

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

The word "easement", as used herein, shall be deemed to be plural when required to be so.

IN WITNESS WHEREOF, THE CITY OF MASON, OHIO has caused its corporate name to be hereunto subscribed by its proper officers this _____ day of _____, 2001, thereto duly authorized by Ordinance # _____ of said City passed on or about the _____ day of _____, 2001.

Signed and acknowledged
in the presence of:

**THE CITY OF MASON, OHIO,
an Ohio Municipal Corporation**

Signature of Witness

By _____
its _____

Printed Name of Witness

Signature of Witness

By _____
its _____

Printed Name of Witness

STATE OF _____, _____ COUNTY, ss:

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

_____, _____ and
_____, _____

of **THE CITY OF MASON, OHIO**, the municipal corporation which executed the foregoing instrument, who acknowledged that they did sign said instrument as such officers in behalf of said municipal corporation and by authority of its Ordinance, 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 **THE CITY OF MASON, OHIO**.

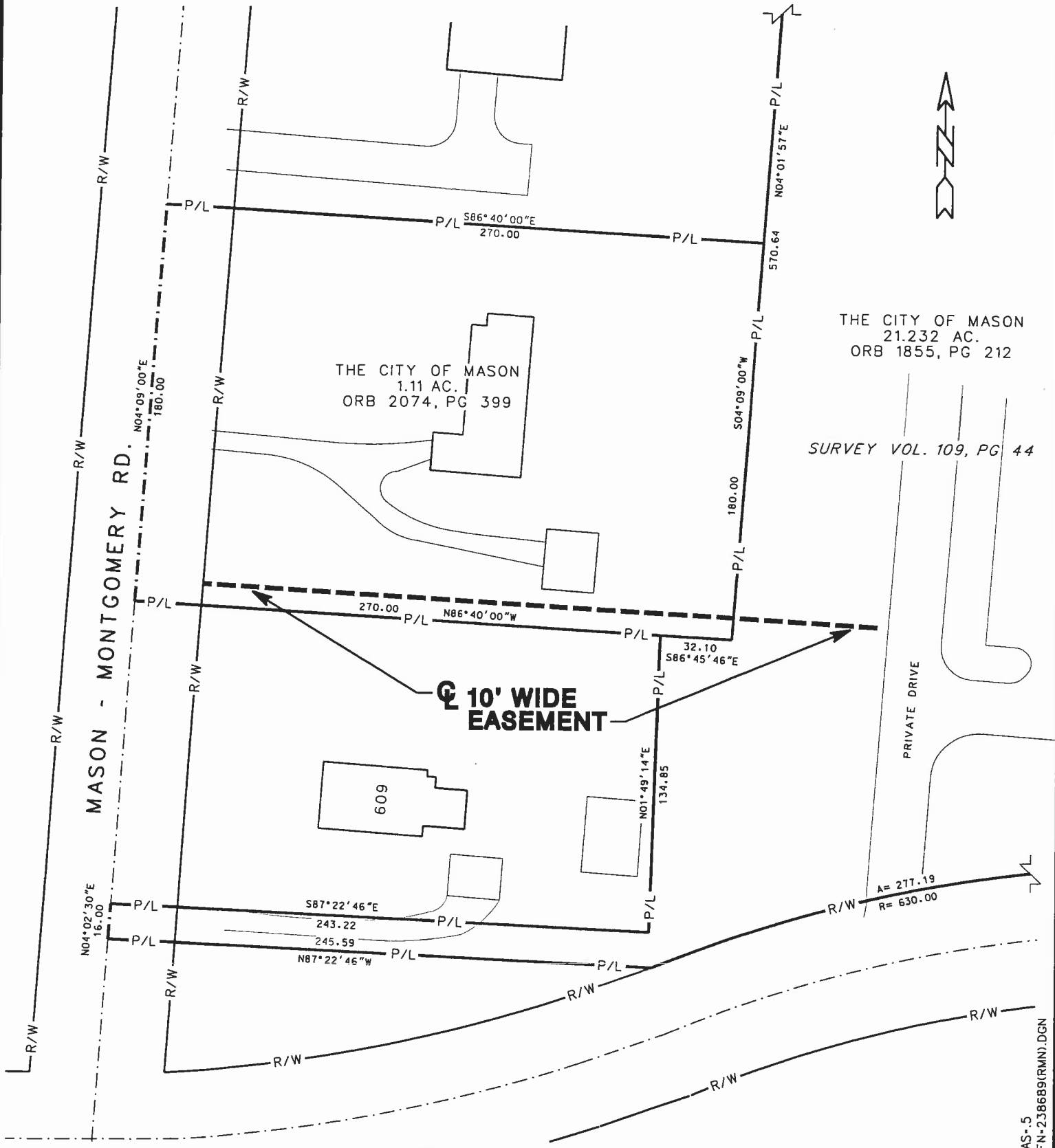
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal this _____ day of _____, 2001.

Signature of Notary

Commission Expiration Date: _____

THIS INSTRUMENT WAS PREPARED BY
THE CINCINNATI GAS & ELECTRIC COMPANY

THIS IS NOT A SURVEY. LOCATIONS SHOWN ARE APPROXIMATE. THE ACTUAL LOCATION OF THE UTILITY LINE IS THE CENTERLINE OF THE EASEMENT.



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FN*238689(RMN).DGN



INDEX		DWG NO. 238689
DETAIL EASEMENT FOR FACILITIES TO SERVE MASON COMMUNITY CENTER		MAP NO. W87
LOCATION MASON-MONTGOMERY RD., MASON, WARREN CO., OHIO		SURV. NO.
DATE 4/13/2001	SCALE 1" = 60'	REV.
		<input type="checkbox"/> EXHIBIT "A"