
[SPACE ABOVE FOR RECORDER'S OFFICE]

Property: Magrish Preserve & Otto Armleder

GRANT OF EASEMENT

In consideration of the sum of \$38,478 and other good and valuable consideration, the receipt of which is hereby acknowledged, the **CITY OF CINCINNATI**, an Ohio municipal corporation, with an address of 801 Plum Street, Cincinnati, OH 45202 ("**Grantor**"), hereby grants and conveys to **DUKE ENERGY OHIO, INC.**, an Ohio corporation, with a mailing address of 139 East Fourth Street, Cincinnati, OH 45202, its successors and assigns ("**Grantee**"), a perpetual, non-exclusive easements, to construct, reconstruct, operate, patrol, maintain, repair, replace, relocate, add to, modify, and remove an underground pipe line for the underground transportation of gas, including but not limited to, all equipment such as underground ducts, conduits, wires, cables, manholes, pipes, grounding systems, above-ground pipeline markers, and all other appurtenances, fixtures, and equipment necessary for the underground transportation of gas (the "**Facilities**"), in, upon, through and across, and under portions of certain real property more particularly depicted and described on Exhibit A (*Survey Plats*) attached hereto and incorporated herein by reference (the "**Easements**" or the "**Easement Areas**", as applicable). The tracts of real property burdened by the Easement Areas are more particularly described on Exhibit B (*Legal Description—the Property*) attached hereto and incorporated herein by reference (the "**Property**"). Notwithstanding the foregoing, the rights herein granted to Grantee are subject and subordinate to the rights of the public utilities owned, operated, or managed by Grantor. Grantee shall ensure that Grantor's public utility lines and facilities are not disturbed and that Grantor's access to existing and prospective public utility facilities is not denied or unreasonably impaired.

Grantor hereby grants and conveys to Grantee, its successors, and assigns temporary construction easements on, over, under, and across those portions of the Property more particularly described and depicted on Exhibit A, including the right to access and re-access the temporary construction easements for uses associated with the initial establishment, construction, and installation of the Facilities (the "**Temporary Construction Easements**" or "**Temporary Construction Easement Areas**", as applicable). The Temporary Construction Easements shall terminate automatically at such time that Grantee completes construction and installation of the Facilities and has completed all necessary work to restore or repair any and all physical damage to the surface or subsurface areas of the Temporary Construction Easement Areas caused by Grantee, its employees, agents, contractors, or subcontractors in connection with the establishment, construction, and installation of the Facilities.

The City Manager, in consultation with Cincinnati Board of Park Commissioners (the "**Park Board**"), has determined that (i) the Easements and Temporary Construction Easements will not have an adverse effect on the City's retained interest in the Property; (ii) the Easements and Temporary Construction Easements will not unreasonably interfere with the City's use of the property for municipal purposes; and (iii) granting the Easements and Temporary Construction Easements without competitive bidding is in the

best interest of the City because, as a practical matter, no one other than Grantee, a public utility regulated by the Public Utility Commission of Ohio, would have any use for the Easements and Temporary Construction Easements.

The City's Real Estate Services Division has determined that the fair market value of the Easements and Temporary Construction Easements, as determined by professional appraisal, is \$38,478, which has been deposited with the Real Estate Services Division.

The Park Board approved the Easements and Temporary Construction Easements at its meeting on [_____].

Cincinnati City Planning Commission, having the authority to approve the change in the use of City-owned property, approved the Easements and Temporary Construction Easements at its meeting on [_____].

Cincinnati City Council authorized this *Grant of Easement* by Ordinance No. [_____], passed on [_____].

The respective rights and duties of Grantor and Grantee under this *Grant of Easement* are as follows:

1. Access. Grantee shall have the right of ingress and egress over the Easement Areas and the Property using existing lanes, driveways and adjoining public roads where practical as determined by Grantee.
2. Existing Utility Lines. Grantee acknowledges that there may be existing easements, utility lines, and related facilities in the vicinity of the Easement Areas ("**Existing Utility Lines**"). The rights herein granted to Grantee are subject and subordinate to the rights of public utility providers with Existing Utility Lines to enter upon the Easement Areas from time to time to construct, install, operate, maintain, repair, reconstruct, reinstall, remove, replace, and abandon utility lines, and related facilities within and around the vicinity of the Easement Areas. Grantee shall ensure that such Existing Utility Lines and facilities are not disturbed and that the utility providers' access to such facilities is not denied or unreasonably impaired. Grantee shall be responsible for paying all costs related to the repair of any and all damage to Existing Utility Lines caused by Grantee, its agents, employees, contractors, and subcontractors.
3. Clearing of Vegetation. Grantee shall have the right to cut down, clear, trim, remove, and otherwise control any trees, shrubs, overhanging branches, and other vegetation (collectively, "**Vegetation**") within the Easement Areas. Grantee shall also have the right to cut down, clear, trim, remove and otherwise control any Vegetation that is adjacent to the Easement Areas but only to the extent such Vegetation may endanger the safe or reliable operation of the Facilities as reasonably determined by Grantee. Following Grantee's removal of Vegetation, Grantee shall use best efforts to leave the Easement Areas and Property in a safe and slightly condition. By way of example and not limitation, if Grantee cuts down trees, Grantee will completely remove the tree stumps or cut them off level to the ground, and if Grantee damages grassy areas, Grantee will either re-sod or re-seed the damaged area.
4. Repair of Damage. Excluding the removal of vegetation, structures, improvements, facilities, and obstructions as provided herein, Grantee, at its expense, shall promptly repair any and all physical damage to the surface area of the Easement Areas and any and all damage to the Property resulting from Grantee's exercise of its rights hereunder, including without limitation damage caused by Grantee's employees, agents, contractors, and subcontractors. In making such repairs, Grantee shall restore the affected area to a condition that is reasonably close to the condition that the affected area was in immediately prior to the damage. If Grantee does not, in the opinion of Grantor, satisfactorily repair any such damage, Grantor may, within ninety (90) days of discovering such damage, file a claim

for such damage with Grantee (a) at 139 East Fourth Street, Cincinnati, OH 45202, Attn: Land Services, or (b) by contacting an authorized Right of Way Services representative of Grantee. Grantee shall not be expected to respond to claims filed thereafter.

5. Grantor's Reserved Rights. Grantor shall have the right to use the Easement Areas in any manner that is not inconsistent with the rights granted herein to Grantee. Grantor's and Grantee's use of the Easement Areas shall comply with all applicable laws and codes.
6. No Obstructions. Grantor shall not place, or permit the placement of, any structures, improvements, facilities, or obstructions, within or adjacent to the Easement Areas, which may interfere with the exercise of the rights granted herein to Grantee. Grantee shall have the right to remove any such structure, improvement, facility, or obstruction at the expense of Grantor. Notwithstanding the foregoing, nothing herein shall be construed to limit or otherwise control Grantor's right to construct, install, operate, maintain, replace, relocate, add to, modify, remove, or abandon public utility infrastructure and associated equipment, appurtenances, or improvements within the Easements.
7. Easements to Run with the Land. The provisions hereof shall be deemed to "run with the land" and shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. Upon any transfer of the fee simple interest in the Property, the transferor of such interest shall be relieved of all liability and obligations hereunder thereafter accruing, and the transferee shall be deemed to have assumed all such liability and obligations. The rights herein granted to Grantee are subject to any and all existing easements, restrictions and other matters of record affecting the Property.
8. Exhibits. The following exhibit(s) is attached hereto and made a part hereof.

Exhibit A – *Survey Plats*

Exhibit B – Legal Description - Property

[Grantor Signature Page Follows]

IN WITNESS WHEREOF, Grantor has caused this Grant of Easement to be signed by its duly authorized representative(s), effective the _____ day of _____, 2023.

CITY OF CINCINNATI,
an Ohio municipal corporation

By: _____

Printed Name: _____

Title: _____

STATE OF OHIO)
) ss:
COUNTY OF HAMILTON)

The foregoing instrument was acknowledged before me this ____ day of _____, 2023 by _____, the _____ of the **CITY OF CINCINNATI**, an Ohio municipal corporation, on behalf of the municipal corporation.

Notary Public
My commission expires: _____

Approved by:

Jason Barron, Director
Cincinnati Park Board

Approved as to Form:

Assistant City Solicitor

[Grantee Signature Page Follows]

ACKNOWLEDGED AND ACCEPTED BY:
DUKE ENERGY OHIO, INC.,
an Ohio corporation

By: _____

Printed name: _____

Title: _____

Date: _____, 2023

STATE OF OHIO)
) ss:
COUNTY OF HAMILTON)

The foregoing instrument was acknowledged before me this ____ day of _____, 2023 by _____, the _____ of **DUKE ENERGY OHIO, INC.**, an Ohio corporation, on behalf of the corporation.

Notary Public
My commission expires: _____

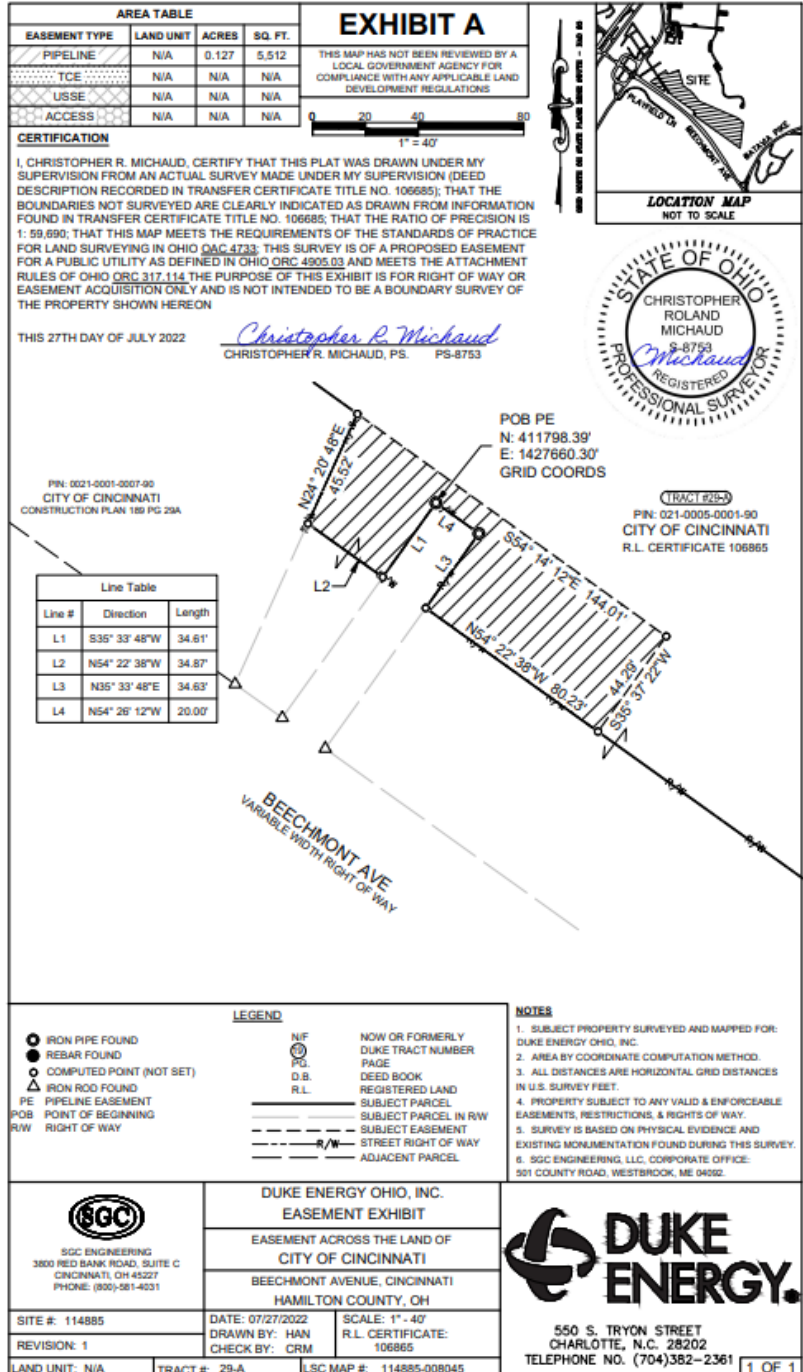
This instrument prepared by:

City of Cincinnati Law Department
801 Plum Street
Cincinnati, OH 45202

For Grantee's Internal Use:
Work Order # _____
Pad # _____
Prepared Date: _____

Exhibit A
to Grant of Easement

Tract I
Auditor's Parcel No.: 021-0005-0001-90



07/27/2022 11:05am - K:\PROJECTS\2018001-HDR-Duke-Line D00A-E000\DWG\PLATS\CAD Postages\TRACT NO. 29-A\2018001_Tract 29-A_City of Cincinnati.dwg

Exhibit A (Cont.)

Tract II

Auditor's Parcel No.: 021-0001-0001-90

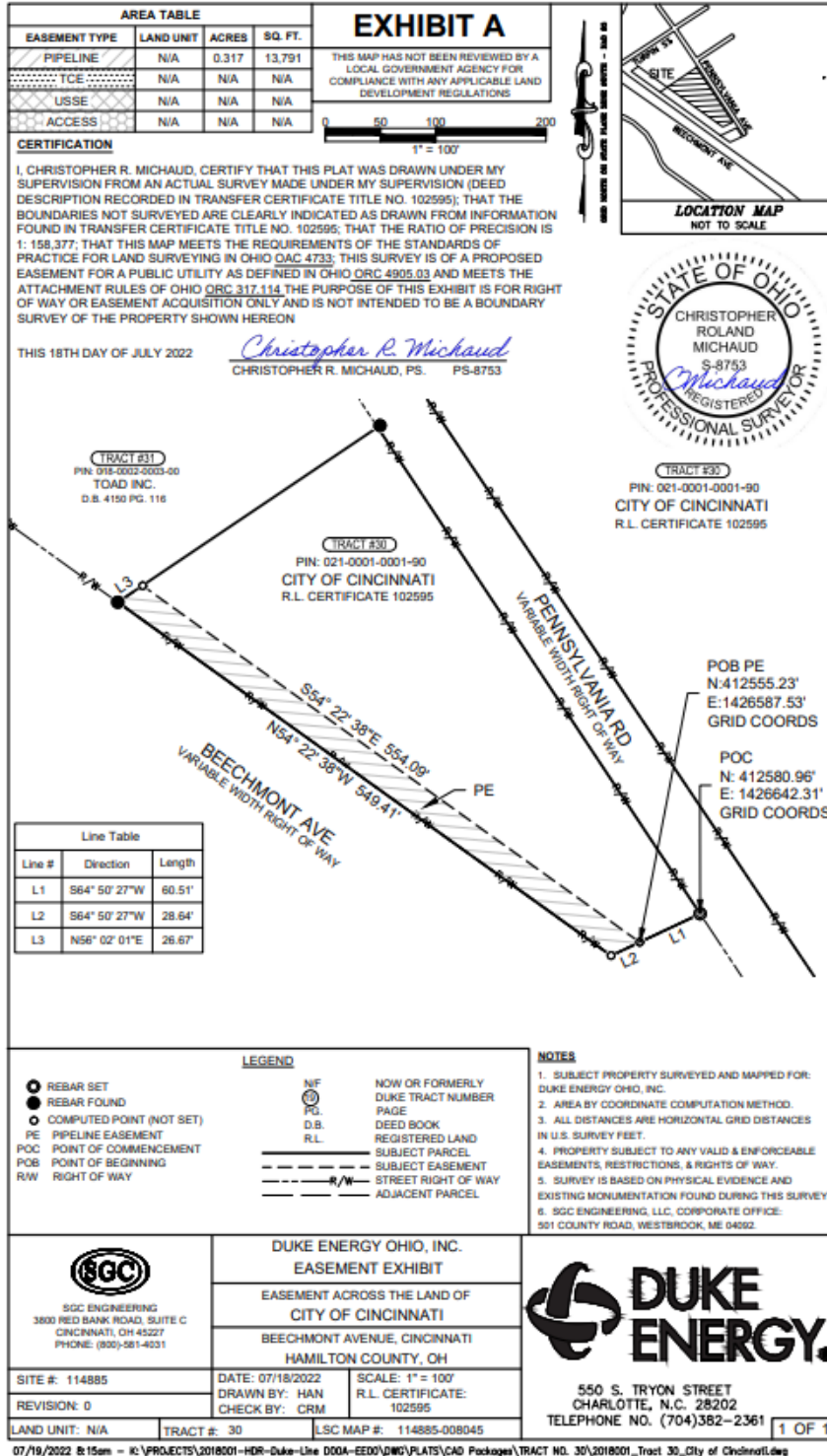


Exhibit A (Cont.)

Tract III

Auditor's Parcel No.: 007-0004-0036-00

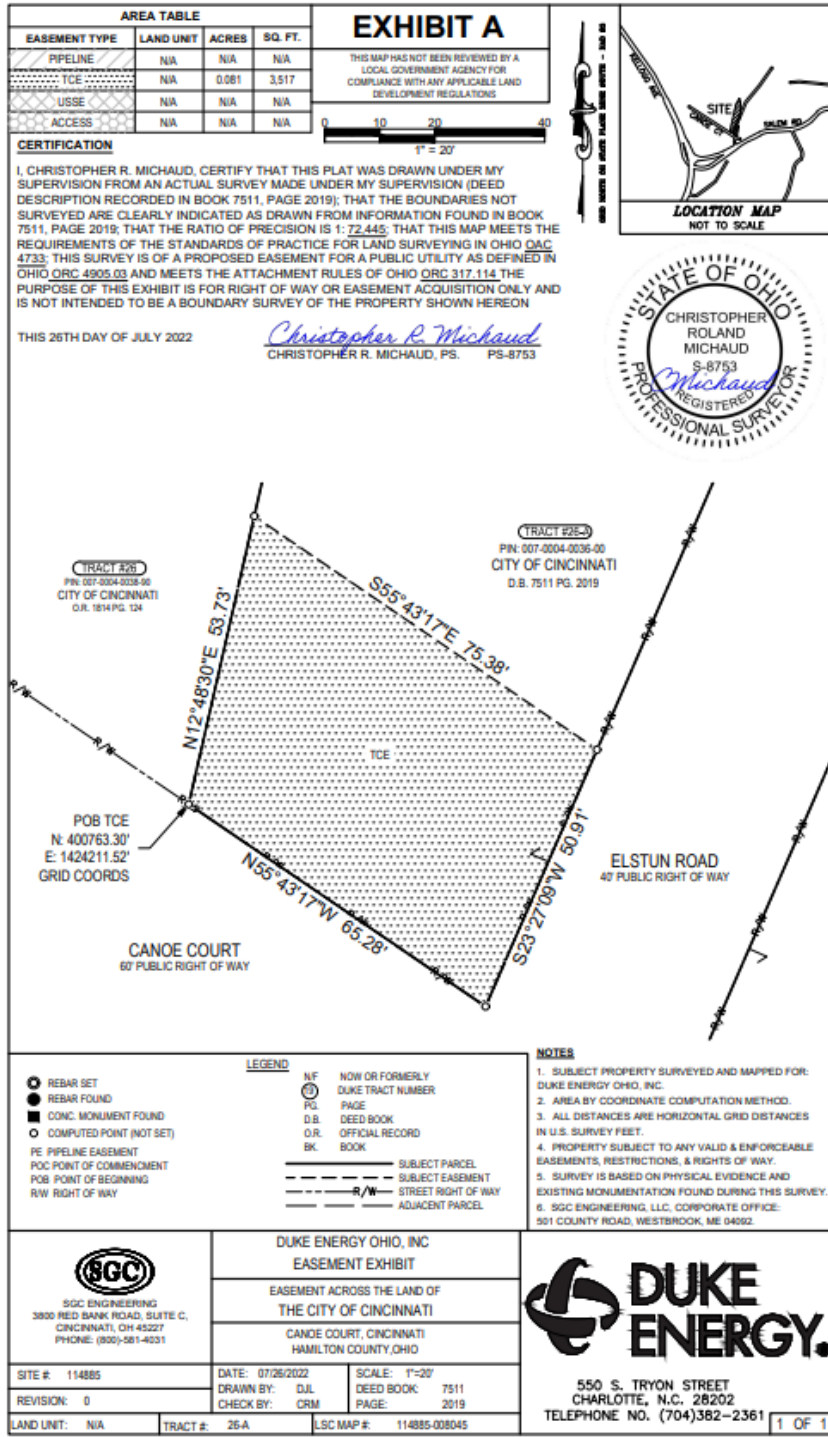


Exhibit B

Tract I

Property Address: Beechmont Avenue
Auditor's Parcel No.: 021-0005-0001
Prior Instrument Ref.: RL Cert Book 291, Pg. 306, Hamilton County, Ohio Registered Land Records Certificate No. 106865

SITUATE IN SECTIONS 13 AND 19, TOWN 4, FRACTIONAL RANGE 2, MIAMI PURCHASE, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN IRON BAR AT THE NORTHEAST CORNER OF SECTION 19, SAID IRON BAR ALSO BEING THE NORTHWEST CORNER OF SECTION 13, THENCE SOUTH 0°36'13" EAST, ALONG THE SECTION LINE BETWEEN SECTION 19 AND SECTION 13, 1097.38 FEET TO THE PLACE OF BEGINNING FOR THE PARCEL OF LAND HEREIN TO BE DESCRIBED, THENCE NORTH 22°02' WEST, 569.23 FEET TO AN IRON BAR, THENCE SOUTH 62°03' WEST, 398.43 FEET TO AN IRON BAR, THENCE NORTH 32°19' WEST 161.47 FEET TO AN IRON BAR IN THE SOUTHERLY LINE OF HOADLY LANE, THENCE SOUTH 50°24' WEST, ALONG THE SOUTHERLY LINE OF HOADLY LANE 327.16 FEET TO AN IRON BAR AT THE SOUTHEAST CORNER OF PENNSYLVANIA AVENUE AND HOADLY LANE, THENCE SOUTH 39°36' EAST, ALONG THE EASTERLY LINE OF PENNSYLVANIA AVENUE 708.95 FEET TO AN IRON BAR, THENCE NORTH 58°27' EAST, 11.48 FEET TO AN IRON BAR, THENCE SOUTH 39°36' EAST, 115.56 FEET THENCE SOUTH 59°58' EAST, 970.13 FEET TO AN IRON BAR, THENCE SOUTH 18°37' WEST 112.22 FEET TO AN IRON BAR IN THE NORTHERLY LINE OF OLD BEECHMONT AVENUE, THENCE ALONG THE NORTHERLY LINE OF OLD BEECHMONT AVENUE SOUTH 60°10' EAST 21.90 FEET TO AN IRON BAR, THENCE NORTH 29°50' EAST 100.00 FEET TO AN IRON BAR, THENCE SOUTH 60°10' EAST, 20.00 FEET TO AN IRON BAR, THENCE SOUTH 29°50' WEST 100.00 FEET TO AN IRON BAR IN THE NORTHERLY LINE OF OLD BEECHMONT AVENUE, THENCE SOUTH 60°10' EAST, ALONG THE NORTHERLY LINE OF OLD BEECHMONT AVENUE 1947.70 FEET TO AN IRON BAR AT THE WESTERLY EDGE OF THE LITTLE MIAMI RIVER, THENCE UP THE WESTERLY EDGE OF THE LITTLE MIAMI RIVER NORTH 3°19' WEST 535.19 FEET, THENCE NORTH 7°29' EAST 368.29 FEET, THENCE LEAVING SAID RIVER NORTH 58°27' WEST, 256.74 FEET, THENCE NORTH 69°57' WEST 561.00 FEET, THENCE NORTH 73°52' WEST, 858.00 FEET TO AN IRON BAR, THENCE NORTH 45°30' WEST 462.00 FEET TO AN IRON BAR, THENCE NORTH 61°06' WEST, 318.12 FEET TO A POINT OF THE SECTION LINE BETWEEN SECTION 19 AND SECTION 13, AND THE PLACE OF BEGINNING.

CONTAINING 47.85 ACRES OF LAND.

Exhibit B (Cont.)

Tract II

Property Address: Beechmont Avenue
Auditor's Parcel No.: 021-0001-0001 & 021-0001-0002
Prior Instrument Ref.: RL Cert Book 279, Pg. 794, Hamilton County, Ohio Registered Land Records Certificate No. 102595

Commencing at an iron bar at the northeast corner of Sec. 19, said iron bar being the northwest corner of Sec. 13; thence, S0°36'13"E, along the Sec. line between Sec. 19 and Sec. 13, 1674.49 feet to a point; thence N59°58'W, 432.73 feet to an iron bar; thence, N39°36'W, 115.56 feet to an iron bar; thence, S58°27'W, 61.98 feet to a point in the westerly line of Pennsylvania Avenue; thence, N39°36'W along the westerly line of Pennsylvania Avenue, 150.54 feet to an iron bar and the place of beginning for the parcel of land herein to be described, thence S58°48'W 87.98 feet to an iron bar; thence, N61°09'W, 542.52 feet to an iron bar; thence, N50°24'E, 286.35 feet to an iron bar in the westerly line of Pennsylvania Avenue; thence, S39°36'E, along the westerly line of Pennsylvania Avenue 517.38 feet to an iron bar and the place of beginning.

Containing 2.17 acres of land.

Tract III

Property Address: Elstun Road
Auditor's Parcel No.: 007-0004-0036-00
Prior Instrument Ref.: OR 7511, Pg. 2019, Hamilton County, Ohio Records

BEGINNING at a point in the west line of Lot 7 of W. P. Elstun Farm Subdivision, plat of which is recorded in Plat Book 4, Page 60, Hamilton County, Ohio Records, which point lies South 25° 30' West 199.39 feet from the northwest corner of said Lot No. 7; thence from said point of beginning South 20° 28' East 64.76 feet to a point; thence South 6° 58' East 100 feet to a point; thence South 0° 26' West 100 feet to a point; thence South 2° 33' West 100 feet to a point; thence South 3° 45' West 28.53 feet to a point; thence South 3° 45' West 303.12 feet to a point in Kellogg Avenue as now constructed; thence North 62° 27' West 157.26 feet to a point in Kellogg Avenue as now constructed; thence North 8° 30' East 528 feet along the west line of said Lot 7 to a point; thence North 25° 30' East 108.61 feet to the point and place of beginning.