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[ SPACE ABOVE FOR RECORDER'S OFFICE ]

Property: 1955 Losantiville Ave & 2026 Seymour Ave,  
Auditor's Parcel Nos.:117-0012-0026-90,  
117-0012-0027-90 (27-33-152 Cons.),  
117-0013-0003-90 (3-4-5-6-8-9 Cons.)

### **GRANT OF EASEMENT**

In consideration of the sum of One Dollar (\$1.00) 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 easement to construct, reconstruct, operate, use, patrol, maintain, repair, replace, relocate, add to, modify, and remove an underground pipe line or lines for the underground transportation of gas (the "**Easement**"), 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 or appropriate for the underground transportation of gas (collectively, the "**Facilities**") across a portion of the following described real estate (the "**Property**"):

#### Tract I

Situate in Section 36, Township 4, Range 2, City of Cincinnati, Hamilton County, State of Ohio; being an approximately 5 acre tract as recorded in **Deed Book 3518, Page 644** in the Office of the Recorder of Hamilton County, Ohio.

#### Tract II

Situate in Section 36, Township 4, Range 2, City of Cincinnati, Hamilton County, State of Ohio; being part of an approximately 10.351 acre tract as recorded in **Deed Book 2394, Page 100** in the Office of the Recorder of Hamilton County, Ohio.

#### Tract III

Situate in Section 36, Township 4, Range 2, City of Cincinnati, Hamilton County, State of Ohio; being a 32.903 acre tract as recorded in **Registered Land Certificate No. 16823** and also in **Registered Land Certificate No. 68217** in the Office of the Recorder of Hamilton County, Ohio.

The portion of the Property encumbered by the Easement is more particularly described and depicted on Exhibit A (*Survey Plat*) attached hereto and incorporated herein by reference (the “**Easement Area**”). The Easement Area is identified and labeled on Exhibit A as the “Permanent Easement”.

Grantor hereby grants and conveys to Grantee, its successors and assigns, a temporary construction easement 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 easement for uses associated with the initial establishment, construction, and installation of the Facilities (the “**Temporary Construction Easement**” or “**Temporary Construction Easement Area**”, as applicable, and together with the Easement Area, the “**Easement Areas**”). The Temporary Construction Easement Area is identified and labeled on Exhibit A as the “Temporary Workspace Easement”. The Temporary Construction Easement shall terminate automatically at such time that Grantee completes construction and installation of the Facilities and has completed any necessary work to restore or repair any and all physical damage to the surface or subsurface areas of the Temporary Construction Easement Area caused by Grantee, its employees, agents, contractors, or subcontractors in connection with the establishment, construction, and installation of the Facilities.

Cincinnati City Planning Commission, having the authority to approve the change in the use of City-owned property, approved the easements at its meeting on January 15, 2021. Cincinnati City Council authorized this *Grant of Easement* by Ordinance No. \_\_\_\_-2021, passed on \_\_\_\_\_, 2021.

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. 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 Area 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 restore the surface of the Easement Areas and Property, as the case may be, to a safe and sightly condition. By way of example and not limitation, if Grantee cuts down trees, Grantee shall either completely remove the tree stumps or cut them off level to the ground, and if Grantee damages grassy areas, Grantee shall either re-sod or re-seed the damaged area.
3. Environmental Condition. To the best of Grantor’s actual knowledge without having performed any independent inquiry, investigation or environmental assessment, the Easement Area does not contain any hazardous or toxic materials or other environmental contamination.
4. No Obstructions or Excavation. Grantor shall not, without Grantee’s prior written consent, (a) place, or permit the placement of, any structures or other permanent obstructions within or adjacent to the Easement Area that may interfere with Grantee’s exercise of its rights hereunder; (b) excavate or place, or permit the excavation or placement of, any dirt or other similar material within the Easement Area; or (c) install, or permit the installation of, a pond, lake or similar containment vehicle within or adjacent to the Easement Area that would result in the retention of water within the Easement Area. Grantee shall have the right to remove any and all such unauthorized obstructions and, notwithstanding the

provisions of paragraph 6 (Repair of Damage) below, Grantee shall not be required to repair any damage to the surface of the Easement Area or Property resulting therefrom.

5. Storing of Dirt. Grantee shall have the right to temporarily pile dirt and other material and to operate equipment upon the surface of the Easement Area, and also on the land immediately adjacent to the Easement Area not to exceed fifteen (15) feet in width on either side of the Easement Area, but only during those times when Grantee is constructing, reconstructing, maintaining, repairing, replacing, adding to, modifying, or removing the Facilities.
6. Repair of Damage. Grantee, at its expense, shall promptly repair any and all physical damage to the surface area of the Easement Area 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 safe and sightly condition and otherwise 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.
7. Grantor's Reserved Rights. Grantor shall have the right to use the Easement Area in any manner that is not inconsistent with the rights granted herein to Grantee. Grantor's and Grantee's use of the Easement Area shall comply with all applicable laws and codes.
8. Authority to Grant Easement. Grantor represents that it has the necessary authority and title to the Property to grant this easement to Grantee.
9. Easement 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.

[ *Grantor's 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 \_\_\_\_\_, 2021.

**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 \_\_\_\_\_, 2021 by \_\_\_\_\_, the \_\_\_\_\_ of the City of Cincinnati, an Ohio municipal corporation, on behalf of the municipal corporation. The notarial act certified hereby is an acknowledgement. No oath or affirmation was administered to the signer with regard to the notarial act certified hereby.

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_

Approved By:

\_\_\_\_\_  
Daniel E. Betts, Director  
Cincinnati Recreation Commission

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: \_\_\_\_\_, 2021

STATE OF OHIO                    )  
  ) ss:  
COUNTY OF HAMILTON         )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2021 by \_\_\_\_\_, the \_\_\_\_\_ of Duke Energy Ohio, Inc., an Ohio corporation, on behalf of the corporation. The notarial act certified hereby is an acknowledgement. No oath or affirmation was administered to the signer with regard to the notarial act certified hereby.

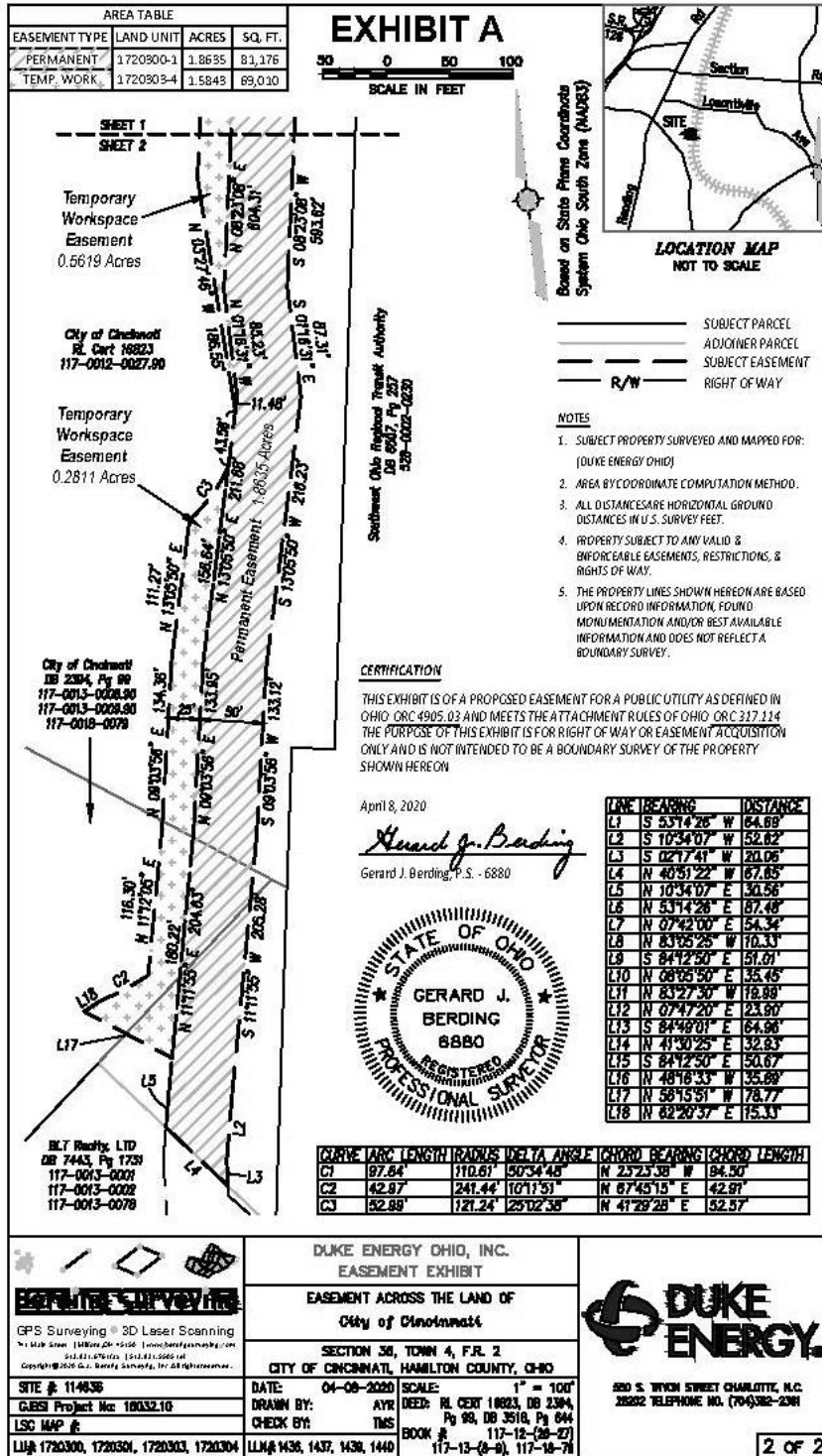
\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_

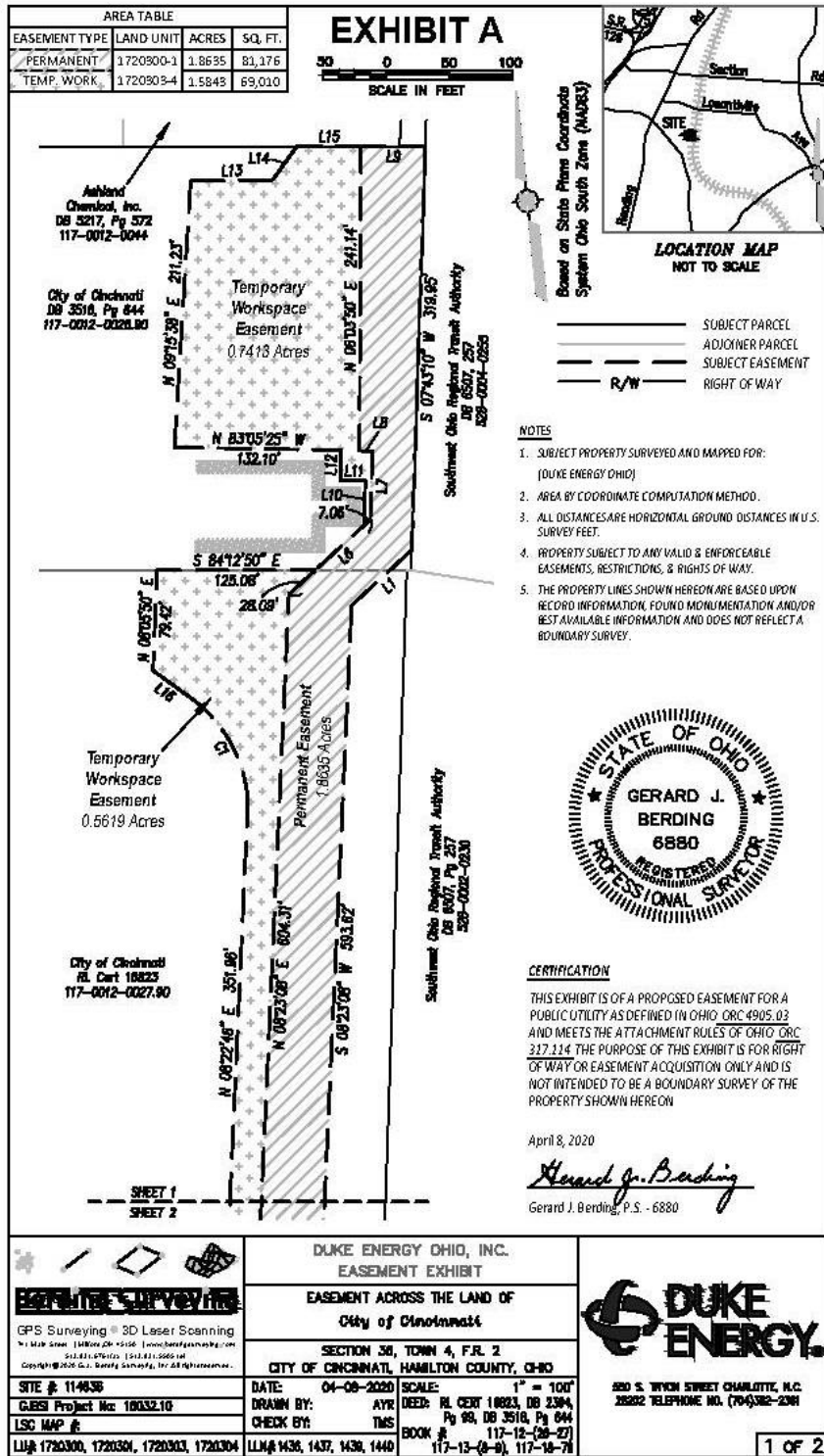
This instrument prepared by:

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

*For Grantee's Internal Use:*  
Line Name/No: C350  
R/W Tract No: 1436.00  
Job Control# \_\_\_\_\_  
LU# 1720300  
Prep/Chk: RB/ Exec/Rec: \_\_\_\_\_  
Dwg/Fac Ref.: \_\_\_\_\_  
Prepared Date: 4/13/2020

**EXHIBIT A**  
to Grant of Easement  
*Survey Plat*





<p><b>GPS SURVEYING</b></p> <p>GPS Surveying • 3D Laser Scanning</p> <p>1111 Main Street • Columbus, OH 43260 • (614) 291-1111</p> <p>Copyright © 2005 G.S. Surveying Services, Inc. All Rights Reserved.</p>	<p><b>DUKE ENERGY OHIO, INC.</b> EASEMENT EXHIBIT</p>		<p>2620 S. WYOMING STREET CHARLOTTE, N.C. 760322 TELEPHONE NO. (704)382-2300</p>
	<p><b>EASEMENT ACROSS THE LAND OF</b> City of Cincinnati</p>		
<p><b>SITE #</b> 114936</p> <p><b>GBS Project No:</b> 18032.10</p> <p><b>LSC MAP #</b></p> <p><b>LL#</b> 1720300, 1720304, 1720303, 1720304</p>	<p><b>DATE:</b> 04-08-2020</p> <p><b>DRAWN BY:</b> AYR</p> <p><b>CHECK BY:</b> TMS</p> <p><b>LL#</b> 1436, 1437, 1438, 1440</p>	<p><b>SCALE:</b> 1" = 100'</p> <p><b>DEEDS:</b> RI CERT 18823, DB 2384, Pg 98, DB 3510, Pg 644</p> <p><b>BOOK #</b> 117-12-(28-27), 117-13-(8-9), 117-16-78</p>	<p>1 OF 2</p>