

Attachment A
Grant of Easement

GRANT OF ANCHOR EASEMENT

Pt. Parcel # 225-0003-0018-90

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 CINCINNATI**, an Ohio municipal corporation (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 anchors with guys attached upon the land of Grantor hereinafter described, for supporting structures or other appurtenances used by Grantee in connection with the operation of an electric and/or telecommunication line or lines upon the following described real estate:

Situate in Section 33, City of Cincinnati, Millcreek Township, Hamilton County, State of Ohio; being part of a tract of land, as conveyed to **CITY OF CINCINNATI** from Emil Feller and Carrie Feller by Deed dated February 15, 1934 and recorded in Deed Book 1653, Page 452 in the Office of the Recorder of Hamilton County, Ohio (hereinafter referred to as "Grantor's Property").

Said anchor easement shall be a strip of land five feet (5') in uniform width, lying two and one-half feet (2.5') wide on both sides of a centerline, which centerline shall be established by the center of the Facilities as constructed and as generally shown on 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 to cut down, clear, trim and remove any trees, overhanging branches or other obstructions, which may endanger the safety of or interfere with the construction, operation or maintenance of said facilities, and the right of ingress and egress for the purpose of exercising the rights herein granted.

2. 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.

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

4. 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 follows.

IN WITNESS WHEREOF, Grantor has caused this Grant of Easement to be signed by its duly authorized representative(s), effective the ____ day of _____, 2019.

CITY OF CINCINNATI, an Ohio municipal corporation, Grantor

By: _____ By: _____

Printed Name: _____ Printed Name: _____

Printed Title: _____ Printed Title: _____

STATE OF _____)
COUNTY OF _____) SS:

Personally appeared before me this day _____ and _____, (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 _____, 2019.

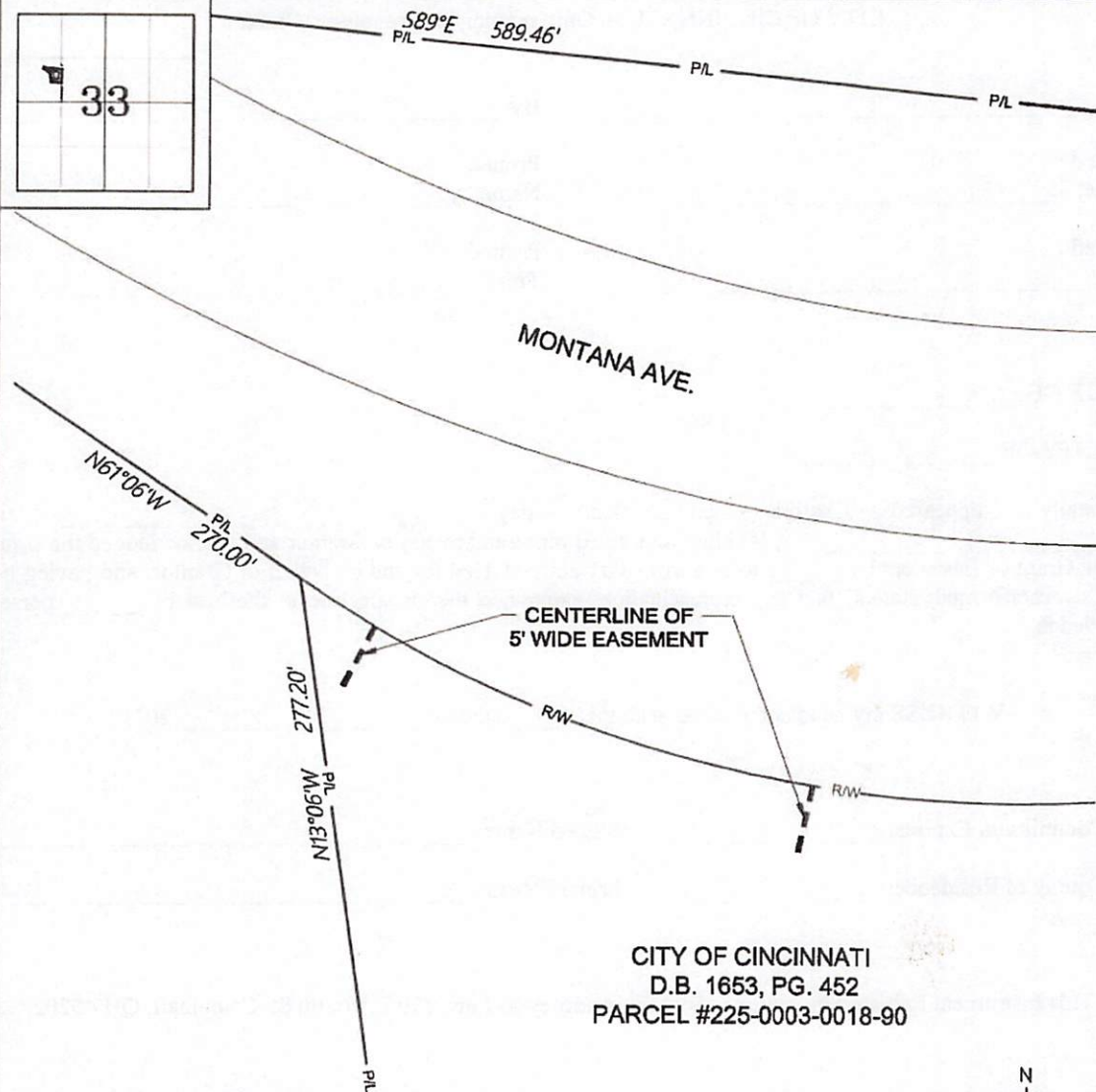
My Commission Expires: _____ Signed Name: _____

My County of Residence: _____ Printed Name: _____

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

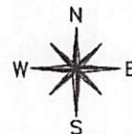
For Grantee's Internal Use:
Emax No.: 27412284
Prepared By: DP
Prepared Date: 9/18/2019
Reviewed By:
Pole No.: L11-13

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



CITY OF CINCINNATI
D.B. 1653, PG. 452
PARCEL #225-0003-0018-90

NOTE: PROPERTY LINES AS SHOWN WERE
PLOTTED FROM D.B. 1653, PG. 452
AND SITE IMPROVEMENTS FROM GIS DATA



HAMILTON COUNTY, OHIO

SITE NAME: SECTION 33 T-3, F.R.-2, CITY OF CINCINNATI



DR. AM
CK. MT

EXHIBIT MAP OF:
EASEMENT
EXHIBIT MAP FOR:
CITY OF CINCINNATI

EXHIBIT 'A'

DATE
10/04/2019

LOCATION
2284 MONTANA AVE. CINCINNATI, OH

EMAX #27412284