

Project Administration Checklist

Initial Submittal Date: 3/14/07

Project Name: Kidder 345 kV

Queue #: 812

TO Name: Dayton

WBS# 24330.01.01

MWC: 1300 MWF: ~~1300 total~~

(Impact Only) MW Reduction: _____ New MW Total: 1300

Fuel Type: Coal New: Upgrade(Existing Equip): _____

Study:

Attachment BB: _____
Attachment EE (ARR): _____
Attachment FF (LTF): _____
Attachment N:
Attachment S: _____
Attachment Y: _____
System Impact Study Agreement: _____
Facilities Study Agreement: _____
Interconnection Service Agreement: _____
Interim (Yes/No) _____
Construction Service Agreement: _____
Necessary Study: _____
Wholesale Market Participation Agreement: _____

Documentation:

1. Feasibility Study Agreement:
Site Controls Permits Required: Yes _____ No
Initials: JCC Date Provided: _____
2. System Impact Study Agreement
Air Permits Required: Yes _____ No _____
Initials: _____ Date Provided: _____

Monies:

Check #: 143579 Amount: \$10,000 Initials: Jm Date: 3/14/07

Wire Transfer: _____ Amount: _____ Initials: _____ Date: _____

Letter of Credit: _____ Amount: _____ Initials: _____ Date: _____

Security Deposit: _____ Yes _____ No _____ Amount: _____ Date: _____

Fee Waived: _____ Initials: _____ Date: _____

WBS Number Closed: Phase _____ Date: _____

Out for 3rd Party signature (TO): _____ Date: _____ (ISA/CSA/WMPA only)

Sr. Project Mgr. Review by: JCC Date: 3/19/07

Contract Executed by: JCA Date: 3/2/07

Copy to Sr. Project Mgr:

Copy to Interconnection Planning:

Date Sent to TO: 3/21/07

To Xerox for Copying: _____



For delivery to: Watts
PJM Interconnection
2000 North 17th Street
Washington, DC 20001-4242

VIA FEDEX

March 20, 2007

Mr. Daniel W. Sweeney
1065 Woodman Drive
Dayton, OH 45432

Dear Mr. Sweeney:

FEASIBILITY STUDY REQUEST

Please be advised that PJM is in receipt of your Interconnection Request for the following project: **Killen 345kV** as per your transmittal received, March 14, 2007. Your project has been assigned queue position **S12**. A copy of the executed Feasibility Study Agreement (Attachment N) accompanies this transmittal.

We are obligated to have a scoping meeting to discuss the project with you within 45 days, by **April 30, 2007** of your interconnection request unless you believe it to be more beneficial or convenient to schedule the meeting after that date. The meeting can be face to face or by teleconference. Mike Colby will be your PJM single point of contact for all matters related to your interconnection request. You can reach him by phone at (610) 666-4703 or email colbym@pjm.com. Please let Mike know the dates you are available to meet or whether you want to postpone the meeting until after the 45 days.

Sincerely,

A handwritten signature in cursive script that reads "Jeannette Mittan".

Jeannette Mittan
Generation Interconnection Administrator
Interconnection Planning
PJM Interconnection

Enclosure
/jcm

cc: File
Mike Colby

Mittan, Jeannette

From: Mittan, Jeannette
Sent: Wednesday, March 21, 2007 10:38 AM
To: Hertzal Shamash (hertzal.shamash@dplinc.com)
Subject: S12 - Killen 345kV - Att N

Attached please find your executed copy of the Attachment N that was submitted to PJM by Dayton Power & Light on 3/14/07.

If you need any additional information, please call me at the number below.

Jeannette Mittan
Interconnection Planning
610-666-3158
mittaj@pjm.com

03-14-07 10:14

This form has been submitted electronically to PJM.

Please remember that no action will be taken on this request until the items listed below are received. In order for your project to be entered into the PJM queue process please remit the following:

1. Print the electronic version of the Attachment S by selecting the "View Attachment S in Printable Format" button at the bottom of the page.
2. Submit executed copy of Feasibility Study agreement, (Attachment S), to *Enclosed*

PJM Interconnection
955 Jefferson Avenue
Norristown, PA 19403
Attention: Diane Lake.

3. Non-Refundable deposit required:

\$1,000 for projects 20 MW or Less
\$10,000 for projects over 20 MW *Enclosed*

4. Proof of ownership (deed, lease, etc.). *Enclosed*
5. Contact Information for Primary Contact:

Name *Daniel W. Sweeney*
Address *1065 Woodman Drive, Dayton, OH 45432*
Phone *(937) 259-7716*
Cell Phone *(937) 475-8501*
Fax *(937) 259-7229*
E-mail Address *dan.sweeney@dplinc.com*

6. Federal Tax ID number. *31-0258470*
7. Phone number and e-mail address of Accounting Contact. *Marti Schumann, (937) 259-7884, marti.schumann@dplinc.com*
8. Please provide your DUNS number (if available). *007902430*

View Attachment S in Printable Format

FORM OF

Generation Interconnection Feasibility Study Agreement

03-14-07 10:13 IN

FROM ATTACHMENT N OF THE PJM TARIFF

RECITALS

1. This Generation Interconnection Feasibility Study Agreement, dated as of March 6, 2007, is entered into, by and between The Dayton Power and Light Company ("Interconnection Customer") and PJM Interconnection, L.L.C. ("Transmission Provider") pursuant to Part IV and Part VI of the PJM Interconnection, L.L.C. Open Access Transmission Tariff ("PJM Tariff"). Capitalized terms used in this agreement, unless otherwise indicated, shall have the meanings ascribed to them in the PJM Tariff.
2. Pursuant to Section 36.1.01, 110.1, or 111.1, of the PJM Tariff, the Interconnection Customer has submitted an Interconnection Request and has paid the requisite deposit of \$10,000 for a proposed interconnection of a generation facility over 20 MW or \$1,000 for a proposed interconnection of a generation facility 20 MW or less but greater than 2 MW, as applicable, to the Transmission Provider.
3. Interconnection Customer requests interconnection to the Transmission System of a generating project with the following specifications.
 - a. Location of generating unit site:

14869 U. S. Route 52, Manchester, OH 45144
 - b. Identification of evidence of ownership interest in, or right to acquire or control, the generating site:

Deed attached.
 - c. Size in megawatts of generating unit or increase in capacity of existing generating unit:

1300 MW

 - A. Maximum Facility Output (as defined in section 1.18A.03 of the PJM Tariff) of the generating unit:

1300 MW
 - B. If Interconnection Request is for an increase in capacity of existing generating unit, specify size in megawatts of the increase in capacity of existing generating unit:

N/A
 - C. Specify any portion of the facility's capacity that you wish to be a Capacity Resource or Energy Resource.

1300 MW MW Capacity Resource

1300 MW MW Energy Resource

PLEASE NOTE: THE CAPACITY INDICATED IN YOUR RESPONSE TO PART C OF THIS ITEM MAY BE REDUCED, BUT MAY NOT BE INCREASED, WITH RESPECT TO THIS INTERCONNECTION REQUEST FOR THIS PROJECT.
 - D. Identify the fuel type of the generating unit.

Coal
- d. Description of the equipment configuration:

Coal-fired unit supplying steam to one turbine generator (currently the site has one ~600 MW coal-fired unit and a small combustion turbine)
- e. Planned date the generating unit or increase in capacity will be in service:

January 2014

f. Is the generating unit to be evaluated as a Capacity Resource?:

Yes or No

If yes, check here to be evaluated also as an Energy Resource:

g. Is the generating unit Behind The Meter Generation?

Yes or No

If Yes:

A. Specify any portion of the facility's capacity that you wish to be a Capacity Resource or Energy Resource.

PLEASE NOTE: THE CAPACITY INDICATED IN YOUR RESPONSE TO PART A OF THIS ITEM MAY BE REDUCED, BUT MAY NOT BE INCREASED, WITH RESPECT TO THIS INTERCONNECTION REQUEST FOR THIS PROJECT.

B. Identify the type and size of the load located (or to be located) at the site of such generation.

C. Describe the electrical connections between the generation facility and the load.

h. Other information:

PURPOSE OF THE FEASIBILITY STUDY

4. Consistent with Section 36.2 of the PJM Tariff, the Transmission Provider shall conduct a Generation Interconnection Feasibility Study to provide the Interconnection Customer with preliminary determinations of: (i) the type and scope of the Attachment Facilities, Local Upgrades, and Network Upgrades that will be necessary to accommodate the Interconnection Customer's Interconnection Request; (ii) the time that will be required to construct such facilities and upgrades; and (iii) the Interconnection Customer's cost responsibility for the necessary facilities and upgrades. In the event that the Transmission Provider is unable to complete the Generation Interconnection Feasibility Study within the timeframe prescribed in Section 36.2 of the PJM Tariff, the Transmission Provider shall notify the Interconnection Customer and explain the reasons for the delay.
5. The Generation Interconnection Feasibility Study conducted hereunder will provide only preliminary non-final estimates of the cost and length of time required to accommodate the Interconnection Customer's Interconnection Request. More comprehensive estimates will be developed only upon execution of a System Impact Study Agreement and a Facilities Study Agreement in accordance with Part VI of the PJM Tariff. The Generation Interconnection Feasibility Study necessarily will employ various assumptions regarding the Interconnection Request, other pending requests, and PJM's Regional Transmission Expansion Plan at the time of the study. The Generation Interconnection Feasibility Study shall not obligate the Transmission Provider or the Transmission Owners to interconnect with the Interconnection Customer or construct any facilities or upgrades.

CONFIDENTIALITY

6. The Interconnection Customer agrees to provide all information requested by the Transmission Provider necessary to complete the Generation Interconnection Feasibility Study. Subject to paragraph 7 of this Generation Interconnection Feasibility Study Agreement and to the extent required by Section 222 of the PJM Tariff, information provided pursuant to this Section 6 shall be and remain confidential.
7. Until completion of the Generation Interconnection Feasibility Study, the Transmission Provider shall keep confidential all information provided to it by the Interconnection Customer. Upon completion of the Generation Interconnection Feasibility Study, the study will be listed on the Transmission Provider's OASIS and, to the extent

- required by Commission regulations, will be made publicly available upon request, except that the identity of the Interconnection Customer shall remain confidential and will not be posted on the Transmission Provider's OASIS.
8. Interconnection Customer acknowledges that, consistent with the PJM Tariff, the Transmission Provider may contract with consultants, including the Transmission Owners, to provide services or expertise in the Generation Interconnection Feasibility Study process and that the Transmission Provider may disseminate information to the Transmission Owners.

COST RESPONSIBILITY

9. The Interconnection Customer shall reimburse the Transmission Provider for the actual cost of the Generation Interconnection Feasibility Study. The deposit paid by the Interconnection Customer described in Section 2 of this Agreement shall be applied toward the Interconnection Customer's Generation Interconnection Feasibility Study cost responsibility. In the event that the Transmission Provider anticipates that the actual study costs will exceed the deposit described in Section 2 of this agreement, the Transmission Provider shall provide the Interconnection Customer with an estimate of the study costs. Within 10 days of receiving such estimate, the Interconnection Customer may withdraw its Interconnection Request. Unless the Interconnection Request is withdrawn, the Interconnection Customer agrees to pay the actual additional costs of the Generation Interconnection Feasibility Study.

DISCLAIMER OF WARRANTY, LIMITATION OF LIABILITY

10. In analyzing and preparing the Generation Interconnection Feasibility Study, the Transmission Provider, the Transmission Owner(s), and any other subcontractors employed by the Transmission Provider shall have to rely on information provided by the Interconnection Customer and possibly by third parties and may not have control over the accuracy of such information. Accordingly, **NEITHER THE TRANSMISSION PROVIDER, THE TRANSMISSION OWNER(S), NOR ANY OTHER SUBCONTRACTORS EMPLOYED BY THE TRANSMISSION PROVIDER MAKES ANY WARRANTIES, EXPRESS OR IMPLIED, WHETHER ARISING BY OPERATION OF LAW, COURSE OF PERFORMANCE OR DEALING, CUSTOM, USAGE IN THE TRADE OR PROFESSION, OR OTHERWISE, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WITH REGARD TO THE ACCURACY, CONTENT, OR CONCLUSIONS OF THE FEASIBILITY STUDY.** The Interconnection Customer acknowledges that it has not relied on any representations or warranties not specifically set forth herein and that no such representations or warranties have formed the basis of its bargain hereunder. Neither this Generation Interconnection Feasibility Study Agreement nor the Generation Interconnection Feasibility Study prepared hereunder is intended, nor shall either be interpreted, to constitute agreement by the Transmission Provider or the Transmission Owner(s) to provide any transmission or interconnection service to or on behalf of the Interconnection Customer either at this point in time or in the future.
11. In no event will the Transmission Provider, Transmission Owner(s) or other subcontractors employed by the Transmission Provider be liable for indirect, special, incidental, punitive, or consequential damages of any kind including loss of profits, whether under this Generation Interconnection Feasibility Study Agreement or otherwise, even if the Transmission Provider, Transmission Owner(s), or other subcontractors employed by the Transmission Provider have been advised of the possibility of such a loss. Nor shall the Transmission Provider, Transmission Owner(s), or other subcontractors employed by the Transmission Provider be liable for any delay in delivery or of the non-performance or delay in performance of the Transmission Provider's obligations under this Generation Interconnection Feasibility Study Agreement.

Without limitation of the foregoing, the Interconnection Customer further agrees that Transmission Owner(s) and other subcontractors employed by the Transmission Provider to prepare or assist in the preparation of any Generation Interconnection Feasibility Study shall be deemed third party beneficiaries of this provision entitled "Disclaimer of Warranty/Limitation of Liability."

MISCELLANEOUS

12. Any notice or request made to or by either party regarding this Generation Interconnection Feasibility Study Agreement shall be made to the representative of the other party as indicated below.

Transmission Provider

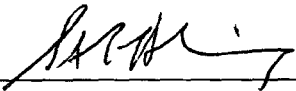
PJM Interconnection, L.L.C.
 955 Jefferson Avenue
 Valley Forge Corporate Center
 Norristown, PA 19403-2497

Interconnection Customer

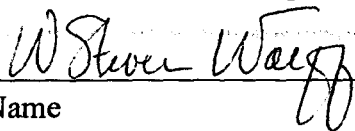
- 13. No waiver by either party of one or more defaults by the other in performance of any of the provisions of this Generation Interconnection Feasibility Study Agreement shall operate or be construed as a waiver of any other or further default or defaults, whether of a like or different character.
- 14. This Generation Interconnection Feasibility Study Agreement or any part thereof, may not be amended, modified, or waived other than by a writing signed by all parties hereto.
- 15. This Generation Interconnection Feasibility Study Agreement shall be binding upon the parties hereto, their heirs, executors, administrators, successors, and assigns.
- 16. Neither this Generation Interconnection Feasibility Study Agreement nor the Generation Interconnection Feasibility Study performed hereunder shall be construed as an application for service under Part II or Part III of the PJM Tariff.
- 17. The provisions of Part IV of the PJM Tariff are incorporated herein and made a part hereof.

IN WITNESS WHEREOF, the Transmission Provider and the Interconnection Customer have caused this Generation Interconnection Feasibility Study Agreement to be executed by their respective authorized officials.

Transmission Provider : PJM Interconnection, L.L.C.

By:  PJM Services
 Name Title Date
 Printed Name STEVEN R. HERLING V.P., Planning 3/20/07

Interconnection Customer : [Name of Party]

By:  President, Power Production
 Name Title Date
 Printed Name W. Steve Wolff 3/6/2007

9-14.76 act

710

SPECIAL WARRANTY DEED

2 6 6 1

This Deed, made as of this 31st day of December, 1980, by and between The Cincinnati Gas & Electric Company, Grantor, for itself, its successors and assigns (hereinafter called "Cincinnati"), its principal office being located at Fourth and Main Streets, Cincinnati, Ohio 45201 and The Dayton Power and Light Company, Grantee, for itself, its successors and assigns (hereinafter called "Dayton"), its principal office being located at Courthouse Plaza, Southwest, Dayton, Ohio 45401, being corporations organized and existing under the laws of the State of Ohio.

RECORDED
DATE 9-11-99
VOL 68 PAGE 257

WITNESSETH THAT:

Cincinnati for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby grants, sells and conveys to Dayton forever:

A. Its undivided fifty-one percent (51%) interest to the end that Dayton shall hold the entire fee simple interest in and to the following described property:

Parcel No. 1

Situate in a part of Virginia Military Survey No. 1621, Township of Monroe, County of Adams, State of Ohio, and being a part of the 39.28 acre tract conveyed to Cincinnati and Dayton by Deed recorded in Volume 226, Page 411, and a part of a 139.169 acre tract conveyed to Cincinnati and Dayton by Deed recorded in Volume 226, Page 230, and a part of a 156.5 acre tract conveyed to Cincinnati and Dayton by Deed recorded in Volume 227, Page 121, all of the Deed Records of said Adams County and being more particularly described as follows:

Beginning at a spike in the centerline of U.S. Route 52 at the most westerly corner of Cincinnati's and Dayton's 1.50 acre tract as recorded in Volume 238, Page 409; thence South 55° 59' 20" East with the centerline of said U.S. Route 52, a distance of 52.64 feet to a point; thence South 32° 59' 30" West a distance of 465.61 feet to a point; thence North 57° 00' 30" West a distance of 126.00 feet to a point; thence North 32° 59' 30" East a distance of 26.00 feet to an iron pin and the TRUE POINT OF BEGINNING; thence South 32° 59' 30" West a distance of 548.00 feet to an iron pin; thence North 57° 00' 30" West a distance of 1,008.00 feet to an iron pin; thence

RECORDED
DATE 12-11-10
VOL 109 PAGE 366

EASEMENT FILED
DATE 7-24-2000
VOL 109 PAGE 366

Comment Recorded 6-14-71
Vol 292-439

600.2%

TRANSFERRED
FEE 1.35

DEC 3 1980

William J. Stone
COUNTY RECORDER

APPROVED FOR TRANSFER
Kathy Wilfong
DECEMBER 3, 1980

North $32^{\circ} 59' 30''$ East a distance of 548.00 feet to an iron pin; thence South $57^{\circ} 00' 30''$ East a distance of 1,008.00 feet to the TRUE POINT OF BEGINNING containing 12.681 acres of land, more or less, subject to all legal highways and easements of record; basis for bearings referred to above: South $54^{\circ} 25' 38.8''$ East, Corp of Engineers Monuments M-104 and M-106; together with the following described 40.00 feet wide ingress and egress easement between said U.S. Route 52 and the above described 12.681 acre tract and being more particularly described as follows;

Beginning at a point in the centerline of said U.S. Route 52, located South $55^{\circ} 59' 20''$ East a distance of 52.64 feet from the most westerly corner of the aforesaid 1.50 acre tract; thence continuing with the centerline of said U.S. Route 52, South $55^{\circ} 59' 20''$ East a distance of 40.01 feet to a point; thence South $32^{\circ} 59' 30''$ West a distance of 504.90 feet to a point; thence North $57^{\circ} 00' 30''$ West a distance of 166.00 feet to a point in the southeasterly line of the above described 12.681 acre tract; thence North $32^{\circ} 59' 30''$ East with the aforesaid line a distance of 40.00 feet to a point; thence South $57^{\circ} 00' 30''$ East a distance of 126.00 feet to a point; thence North $32^{\circ} 59' 30''$ East a distance of 465.61 feet to the place of beginning. Containing 0.58 acres of land, more or less, in the above described easement;

A Survey of this property was made by Richard W. Anders, Registered Surveyor No. 5850.

Parcel No. 2

Situated in a part of Virginia Military Survey No. 1621, Monroe Township, Adams County and the State of Ohio and being more particularly described as follows:

Beginning at a spike in the centerline of U. S. Route 52 corner to K. G. Wamsley's 0.71 acre tract as recorded in Volume 221, page 74 of the Deed Records of Adams County, Ohio; thence with said Wamsley's line and a division line through the original tract, North $30^{\circ} 02'$ East, passing an iron pin at 30.17 feet, a distance of 389.00 feet to an iron pin; thence with two division lines through the original tract, South $53^{\circ} 48'$ East a distance of 169.20 feet to an iron pin; thence South $30^{\circ} 02'$ West, passing an iron pin at 358.83 feet, a distance of 389.00 feet to a spike in the centerline of U. S. Route No. 52; thence with the centerline of U. S. Route No. 52 North $53^{\circ} 48'$ West a distance of 169.20 feet to the beginning, containing 1.50 acres, more or less, and being a part of the original 47 acres and 25 poles of the premises transferred to Mamie Cox in Volume 176, page 362 and subject to all legal highways and easements.

Being the same premises conveyed by Fred H. Jones and Cora Frances Jones, husband and wife, to The Cincinnati Gas & Electric Company and The Dayton Power and Light Company, by a Corrective Warranty Deed, recorded in Volume 238, Page 489 of

711

9-14.76 act

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SPECIAL WARRANTY DEED

2 6 6 1

This Deed, made as of this 31st day of December, 1980, by and between The Cincinnati Gas & Electric Company, Grantor, for itself, its successors and assigns (hereinafter called "Cincinnati"), its principal office being located at Fourth and Main Streets, Cincinnati, Ohio 45201 and The Dayton Power and Light Company, Grantee, for itself, its successors and assigns (hereinafter called "Dayton"), its principal office being located at Courthouse Plaza, Southwest, Dayton, Ohio 45401 being corporations organized and existing under the laws of the State of Ohio.

Water EASEMENT FILED
 DATE 9-11-99
 VOL 68 PAGE 257

RECORDED
 9-11-99
 710
 1300 pgs

WITNESSETH THAT:

Cincinnati for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby grants, sells and conveys to Dayton forever:

A. Its undivided fifty-one percent (51%) interest to the end that Dayton shall hold the entire fee simple interest in and to the following described property:

Parcel No. 1

Situate in a part of Virginia Military Survey No. 1621, Township of Monroe, County of Adams, State of Ohio, and being a part of the 39.28 acre tract conveyed to Cincinnati and Dayton by Deed recorded in Volume 226, Page 411, and a part of a 139.169 acre tract conveyed to Cincinnati and Dayton by Deed recorded in Volume 226, Page 230, and a part of a 156.5 acre tract conveyed to Cincinnati and Dayton by Deed recorded in Volume 227, Page 121, all of the Deed Records of said Adams County and being more particularly described as follows:

Beginning at a spike in the centerline of U.S. Route 52 at the most westerly corner of Cincinnati's and Dayton's 1.50 acre tract as recorded in Volume 238, Page 429; thence South 55° 59' 20" East with the centerline of said U.S. Route 52, a distance of 52.64 feet to a point; thence South 32° 59' 30" West a distance of 465.61 feet to a point; thence North 57° 00' 30" West a distance of 126.00 feet to a point; thence North 32° 59' 30" East a distance of 26.00 feet to an iron pin and the TRUE POINT OF BEGINNING; thence South 32° 59' 30" West a distance of 548.00 feet to an iron pin; thence North 57° 00' 30" West a distance of 1,000.00 feet to an iron pin; thence

Comment Recorded 6-19-91
 Vol 292-439

ADAMS COUNTY has been examined and the same is found to conform with Section 519.02 of the Revised Code.
 BY: [Signature]
 CLERK OF ADAMS COUNTY

EASEMENT FILED
 DATE 9-24-2000
 VOL 109 PAGE 366

TRANSFERRED
 FEE 3.35 +

DEC 3 1980

William J. Stone
 COUNTY CLERK

APPROVED FOR TRANSFER
 O.E. [Signature]
 ADAMS COUNTY CLERK

Kathy Wilfong
 DEC 2 1980
 16623



North 32° 59' 30" East a distance of 548.00 feet to an iron pin; thence South 57° 00' 30" East a distance of 1,008.00 feet to the TRUE POINT OF BEGINNING containing 12.681 acres of land, more or less, subject to all legal highways and easements of record; basis for bearings referred to above; South 54° 25' 38.8" East, Corp of Engineers Monuments M-104 and M-106; together with the following described 40.00 feet wide ingress and egress easement between said U.S. Route 52 and the above described 12.681 acre tract and being more particularly described as follows:

Beginning at a point in the centerline of said U.S. Route 52, located South 55° 59' 20" East a distance of 52.64 feet from the most westerly corner of the aforesaid 1.50 acre tract; thence continuing with the centerline of said U.S. Route 52, South 55° 59' 20" East a distance of 40.01 feet to a point; thence South 32° 59' 30" West a distance of 504.90 feet to a point; thence North 57° 00' 30" West a distance of 166.00 feet to a point in the southeasterly line of the above described 12.681 acre tract; thence North 32° 59' 30" East with the aforesaid line a distance of 40.00 feet to a point; thence South 57° 00' 30" East a distance of 126.00 feet to a point; thence North 32° 59' 30" East a distance of 465.61 feet to the place of beginning. Containing 0.58 acres of land, more or less, in the above described easement;

A Survey of this property was made by
Richard W. Anders, Registered Surveyor No. 5850.

Parcel No. 2

Situated in a part of Virginia Military Survey No. 1621, Monroe Township, Adams County and the State of Ohio and being more particularly described as follows:

Beginning at a spike in the centerline of U. S. Route 52 corner to K. G. Wamsley's 0.71 acre tract as recorded in Volume 221, page 74 of the Deed Records of Adams County, Ohio; thence with said Wamsley's line and a division line through the original tract, North 30° 02' East, passing an iron pin at 30.17 feet, a distance of 389.00 feet to an iron pin; thence with two division lines through the original tract, South 53° 48' East a distance of 169.20 feet to an iron pin; thence South 30° 02' West, passing an iron pin at 358.83 feet, a distance of 389.00 feet to a spike in the centerline of U. S. Route No. 52; thence with the centerline of U. S. Route No. 52 North 53° 48' West a distance of 169.20 feet to the beginning, containing 1.50 acres, more or less, and being a part of the original 47 acres and 25 poles of the premises transferred to Mamie Cox in Volume 176, page 362 and subject to all legal highways and easements.

Being the same premises conveyed by Fred H. Jones and Cora Frances Jones, husband and wife, to The Cincinnati Gas & Electric Company and The Dayton Power and Light Company, by a Corrective Warranty Deed, recorded in Volume 238, Page 489 of

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the Deed Records of Adams County, Ohio. Said conveyance being a correction of a Warranty Deed recorded in Deed Book 235, Page 889 of the Deed Records of Adams County, Ohio.

712

A survey of this property was made by Robert E. Satterfield, Surveyor No. 4238, West Union, Ohio 45693, in July 1975. Corrections by Richard R. Alyea, Ohio Registered Surveyor No. 5628.

B. Its undivided eighteen percent (18%) in the following described property to the end that Cincinnati and Dayton will respectively hold thirty-three percent (33%) and sixty-seven percent (67%) undivided interests, as tenants in common, in and to the following described real property:

Situate in Monroe Township, Adams County, Ohio, and being in Virginia Military Survey Nos. 459, 491, 12449, 13156, 1621, 10777, 15327, 1622, 8912, 9041, and 13187, and being the same land conveyed to The Cincinnati Gas & Electric Company and The Dayton Power and Light Company by Warranty deeds recorded in Volume 231 Page 56, Volume 227 Page 140, Volume 228 Page 227, Volume 228 Page 233, Volume 227 Page 115, Volume 226 Page 220, Volume 226 Page 241, Volume 226 Page 411, Volume 226 Page 230, Volume 227 Page 121, Volume 227 Page 127, Volume 227 Page 133, Volume 228 Page 243, Volume 235 Page 883, Volume 235 Page 183, Volume 226 Page 249, Volume 226 Page 256, Volume 228 Page 221, Volume 228 Page 310, Volume 228 Page 287, Volume 228 Page 305, Volume 228 Page 278, Volume 228 Page 300, Volume 228 Page 257, Volume 228 Page 248, Volume 228 Page 252, Volume 228 Page 291, Volume 228 Page 262, Volume 228 Page 266, Volume 228 Page 270, Volume 228 Page 296, Volume 228 Page 283 and Volume 228 Page 274 in the Office of the Recorder of Adams County, Ohio, and being more particularly described as follows:

Beginning at a stone at the northerly corner of Military Survey No. 1621 and at the westerly corner of Military Survey No. 15327 and on the southeasterly line of Military Survey No. 9041; thence with the northeasterly line of Military Survey No. 1621 and southwesterly line of Military Survey No. 15327 South 52° 21' East 1136.61 feet to a walnut tree at the westerly corner of Military Survey No. 10777 and at a southerly corner of Military Survey No. 15327; thence leaving the northeasterly line of Military Survey No. 1621 and with the northwesterly line of Military Survey No. 10777 North 48° 54' 50" East 996.62 feet to an oak tree at the northerly corner of Military Survey No. 10777 and a corner to Fred Schatzman's land as recorded in Volume 242 Page 709 of the deed records of said County; thence with the southeasterly line of Fred Schatzman's land North 27° 35' East 913.43 feet to a stone by a Red Oak tree on a northerly line of Military Survey No. 15327 and on the southerly line of Military Survey Nos. 8473 and 8915; thence with the northerly line of Military Survey No. 15327 and southerly lines of Military

Survey Nos. 8473 and 8915 South 68° 30' 50" East 602.04 feet to an oak tree at a northeasterly corner of Military Survey No. 15327 and northwesterly corner to Eugene Nichols' land as recorded in Volume 223 Page 337 of the deed records of said County; thence with an easterly line of Military Survey No. 15327 and westerly line of said Eugene Nichols' land South 15° 06' 40" West (passing a stone at 836.68 feet) for a total distance of 1203.32 feet to an iron pin on the northeasterly line of Military Survey No. 10777 and at the southwest corner of Military Survey No. 14440; thence with the northeasterly line of Military Survey No. 10777 and southwesterly line of Military Survey No. 14440 South 49° 27' 30" East 525.79 feet to an ash tree at the northeast corner of Military Survey No. 10777; thence with the southeasterly line of Military Survey No. 10777 South 24° 01' West 967.93 feet to a stone at the southeast corner of Military Survey No. 10777 and on the northeasterly line of Military Survey No. 1621; thence with the northeasterly line of Military Survey No. 1621 South 51° 15' 40" East 2024.53 feet to an iron pin set in Germany Hill Road (witness iron pin bearing North 51° 15' 40" West 20.00 feet); thence with Germany Hill Road

South 42° 51' 30" West 55.72 feet to an iron pin
at the southwest corner of Louise Grimes' land as

recorded in Volume 234 Page 323 of the deed records of said County; thence with the southwesterly line of Louise Grimes' land South 55° 22' 30" East

Survey Nos. 8473 and 8915 South 68° 30' 50" East 602.04 feet to an oak tree at a northeasterly corner of Military Survey No. 15327 and northwesterly corner to Eugene Nichols' land as recorded in Volume 223 Page 337 of the deed records of said County; thence with an easterly line of Military Survey No. 15327 and westerly line of said Eugene Nichols' land South 15° 06' 40" West (passing a stone at 836.68 feet) for a total distance of 1203.32 feet to an iron pin on the northeasterly line of Military Survey No. 10777 and at the southwest corner of Military Survey No. 14440; thence with the northeasterly line of Military Survey No. 10777 and southwesterly line of Military Survey No. 14440 South 49° 27' 30" East 525.79 feet to an ash tree at the northeast corner of Military Survey No. 10777; thence with the southeasterly line of Military Survey No. 10777 South 24° 01' West 967.93 feet to a stone at the southeast corner of Military Survey No. 10777 and on the northeasterly line of Military Survey No. 1621; thence with the northeasterly line of Military Survey No. 1621 South 51° 15' 40" East 2024.53 feet to an iron pin set in Germany Hill Road (witness iron pin bearing North 51° 15' 40" West 20.00 feet); thence with Germany Hill Road South 42° 51' 30" West 55.72 feet to an iron pin at the southwest corner of Louise Grimes' land as recorded in Volume 234 Page 323 of the deed records of said County; thence with the southwesterly line of Louise Grimes' land South 55° 22' 30" East (passing an iron pin at 25.00 feet) for a total distance of 943.88 feet to a poplar tree below a cliff and on the northeasterly line of Military Survey No. 1621; thence with the northeasterly line of Military Survey No. 1621 South 49° 19' 50" East 1103.52 feet to an iron pin; thence leaving the northeasterly line of Military Survey No. 1621 and with the northwesterly line of William Shivener, Gloria Tomlin and Bessie Dunkin's land as recorded in Volume 225 Page 231 of the deed records of said County and continuing with the northwesterly line of Miami Valley Development Company's 36.905 acre tract as recorded in Volume 240 Page 32 of the deed records of said County South 34° 32' 30" West (passing an iron pin at 858.66 feet) for a total distance of 1615.63 feet to an iron pin at a southwest corner of the Miami Valley Development Company's land and northwest corner of Michael and Diane Blythe's land as recorded in Volume 210 Page 134 of the deed records of said County; thence with the northwesterly line of Michael and Diane Blythe's land South 33° 40' 30" West 285.00 feet to a railroad spike in the centerline of U.S. Route 52 (witness iron pin bearing North 33° 40' 30" East 55.00 feet); thence with the centerline of U.S. Route 52 South 55° 59' 15" East 1223.27 feet to a railroad spike; thence leaving the centerline of U.S. Route 52 and with three lines of a 1.0 acre tract (1) South 36° 08' 40" West (passing an iron pin at 30.02 feet) for a total distance of 202.43 feet to an iron pin; thence (2) South 53° 03' 10" East 209.25 feet to an iron pin; thence (3) North 36° 04' 40" East 213.15 feet to a railroad spike in the centerline of U.S. Route 52 (witness iron pin bearing South 36° 04' 40" West 30.02 feet); thence with the centerline of U.S. Route 52 South 55° 59' 15" East 208.50 feet to a railroad spike at the point of curve to the right having a radius

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of 11439.31 feet and an I angle of 2° 25' 15" and a tangent distance of 241.70 feet; thence with the centerline of U.S. Route 52 and on said curve to the right for an arc distance of 483.33 feet to a railroad spike at the point of tangent; thence with the centerline of U.S. Route 52 South 53° 34' East 366.49 feet to a railroad spike at the southeast corner of a 0.882 acre tract; thence with four lines of said 0.882 acre tract (1) North 34° 15' East 38.00 feet to a post; thence (2) North 30° 23' 20" West 145.37 feet to an iron pin in the centerline of a creek; thence with the centerline of the creek (3) North 0° 22' 30" West 50.46 feet to an iron pin; thence with the centerline of the creek (4) North 10° 31' 10" East 224.86 feet to an iron pin on the northwesterly line of Military Survey No. 459; thence with the northwesterly line of Military Survey No. 459 North 39° 08' 40" East 1245.92 feet to an iron pin and corner to William Shivener, Gloria Tomlin and Bessie Dunkin's land as recorded in Volume 225 Page 231 of the deed records of said County; thence with a northeasterly line of William Shivener, Gloria Tomlin and Bessie Dunkin's land North 25° 28' W 305.12 feet to an elm tree; thence with an easterly line of William Shivener, Gloria Tomlin and Bessie Dunkin's land North 9° 49' 30" East 724.72 feet to an iron pin and a corner to Susanne Geier's land as recorded in Volume 204 Page 389 of the deed records of said County; thence with a southeasterly line of Susanne Geier's land North 35° 09' 30" East 181.50 feet to an iron pin; thence with a southwesterly line of Susanne Geier's land South 60° 59' 20" East 653.27 feet to an iron pin; thence with a southeasterly line of Susanne Geier's land North 43° 53' 40" East 580.25 feet to a stone; thence with a southwesterly line of Susanne Geier's land South 33° 35' 10" East (passing an iron pin at 691.23 feet) for a total distance of 1462.27 feet to an iron pin at the northwest corner of Forest Chandler's land as recorded in Volume 143 Page 661 of the deed records of said County; thence with the northwesterly line of Forest Chandler's land South 39° 12' West 2718.95 feet to a railroad spike in the centerline of U.S. Route 52 (witness iron pin bearing North 39° 12' East 153.63 feet); thence with the centerline of U.S. Route 52 South 53° 34' East 703.55 feet to a railroad spike at the point of curve to the right having a radius of 2884.71 feet and an I angle of 11° 15' 20" and a tangent distance of 284.26 feet; thence with the centerline of U.S. Route 52 and on said curve to the right for an arc distance of 566.69 feet to a railroad spike at the point of tangent; thence with the centerline of U.S. Route 52 South 42° 18' 40" East 244.06 feet to a railroad spike at the Southeast corner of Wesley Baldwin's land as recorded in Volume 236 Page 278 of the deed records of said County; thence with the southeasterly line of Wesley Baldwin's land North 39° 44' East 2067.08 feet to an elm tree at the northeast corner of Wesley Baldwin's land; thence South 34° 35' East 1117.77 feet to a stone at the northwest corner of William D. Plummer's land as recorded in Volume 232 Page 437 of the deed records of said County; thence with the northwesterly line of William D. Plummer's land South 39° 36' 50" West 1915.84 feet to a railroad spike in the centerline of U.S. Route 52 (witness a concrete monument

bearing North 39° 36' 50" East 49.31 feet); thence with the centerline of U.S. Route 52 South 42° 18' 40" East 102.78 feet to a railroad spike at the point of curve to the left having a radius of 23050.90 feet and an I angle of 2° 54' and a tangent distance of 583.48 feet; thence with the centerline of U.S. Route 52 and on said curve to the left for an arc distance of 1016.12 feet to a railroad spike at the southeast corner of William D. Plummer's land; thence with the southeasterly line of William D. Plummer's land and leaving the centerline of U.S. Route 52 and said curve North 39° 04' 40" East 1694.47 feet to an iron pin and corner to Carlos Pixley's land as recorded in Volume 164 Page 517 of the deed records of said County; thence with a southwesterly line of Carlos Pixley's land South 50° 55' 30" East 1400.11 feet to a railroad spike in the centerline of Brush Creek Road (witness iron pin bearing North 50° 55' 30" West 27.96 feet); thence leaving the centerline of Brush Creek Road and with a southwesterly line of Carlos Pixley's land South 50° 27' 50" East (passing an iron pin at 28.08 feet) for a total distance of 2207.66 feet to a point in the centerline of Brush Creek (witness iron pin bearing North 50° 27' 50" West 175.38 feet); thence with the centerline of Brush Creek for three lines (1) South 15° 54' 10" West 1034.00 feet; thence (2) South 31° 00' 50" West 466.38 feet; thence (3) South 43° 57' 30" West 669.70 feet to a point in the centerline of U.S. Route 52; thence with the centerline of U.S. Route 52 North 45° 12' 40" West 553.00 feet to a point (witness iron pin bearing South 44° 47' 20" West 55.00 feet); thence with a northwesterly line of the State of Ohio's land as recorded in Volume 188 Page 319 of the deed records of said County South 44° 47' 20" West 765.00 feet to an iron pin and corner to the State of Ohio's land; thence with a westerly line of the State of Ohio's land South 11° 52' 20" West 680.00 feet to a point in the centerline of Brush Creek; thence North 88° 28' 20" West 503.59 feet to a point on the northerly bank of the Ohio River; thence with the northerly bank of the Ohio River for twenty four lines (1) North 71° 16' 40" West 814.06 feet; thence (2) North 76° 46' 20" West 593.80 feet; thence (3) North 79° 53' 20" West 950.89 feet; thence (4) North 78° 42' 20" West 916.51 feet; thence (5) North 64° 06' West 385.13 feet; thence (6) North 54° 55' West 369.32 feet; thence (7) North 65° 33' 30" West 202.54 feet; thence (8) North 54° 39' 20" West 600.30 feet; thence (9) North 48° 44' 40" West 694.57 feet; thence (10) North 40° 18' 20" West 1071.53 feet; thence (11) North 29° 55' 10" West 207.26 feet; thence (12) North 41° 40' 30" West 579.55 feet; thence (13) North 44° 32' 50" West 1778.69 feet; thence (14) North 40° 18' 30" West 824.11 feet; thence (15) North 48° 11' 30" West 1100.00 feet; thence (16) North 40° 39' 30" West 201.81 feet; thence (17) North 49° 39' West 674.14 feet; thence (18) North 44° 12' 20" West 400.01 feet; thence (19) North 59° 09' 10" West 207.42 feet; thence (20) North 51° 57' 50" West 763.28 feet; thence (21) North 55° 30' 50" West 1349.15 feet; thence (22) North 57° 22' West 1712.39 feet; thence (23) North 64° 15' 50" West 763.52 feet to an iron pin; thence (24) North 65° 11' 30" West 1096.69 feet to an iron pin at the southeast corner of Harry David Hughes' land as

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recorded in Volume 158 Page 403 of the deed records of said County; thence with a southeasterly line of Harry David Hughes' land, crossing Cummings Creek and crossing U.S. Route 52 North 26° 08' 30" East 3030.76 feet to an iron pin at the southeast corner of Military Survey 14630; thence North 33° 21' 30" East 368.24 feet to a copper weld monument; thence South 88° 15' West 198.00 feet to a copper weld monument; thence North 7° 12' East 975.43 feet to an iron pin in the south line of Military Survey 13187; thence with the southerly line of Military Survey 13187 South 63° 53' East 823.54 feet to a point in Cummings Creek; thence with said creek North 2° 17' West 627.00 feet to a point; thence still with said creek North 14° 16' West 824.29 feet to an iron pin at the northwest corner of Military Survey 8912 and in the bed of Cummings Creek; thence with Military Survey 8912 and 13141 North 76° 22' 30" East 1089.00 feet to a copper weld monument on the westerly side of a branch of Cummings Creek; thence along the west side of said branch North 55° 58' East 166.69 feet to a stone at the most southerly corner of a 39.19 acre tract conveyed to Bennie E. Skaggs by deed recorded in Volume 230 Page 541 of the deed records of said County; thence with a southeasterly line of said Skaggs' land and crossing said branch of Cummings Creek North 47° 11' 30" East 855.81 feet to a wood post; thence with an easterly line of said Skaggs' land and again crossing the said branch of Cummings Creek North 4° 25' East 445.33 feet to a wood post at the northwest corner of Military Survey 9041; thence with a northerly line of Military Survey 9041 South 74° 14' East 341.54 feet to a wood post; thence with a northeasterly line of Military Survey 9041 South 49° 08' East 773.72 feet to a large poplar tree at the most easterly corner of Military Survey 9041; thence with the southeasterly line of Military Survey 9041 and the northwesterly line of Military Survey 15327 South 41° 30' 30" West 2015.12 feet to the place of beginning, containing 2120.42 acres, more or less, subject to all legal highways and easements; excepting, however, from said property, the property described as Parcel No. 1 in (A) above; it is the intent of the parties that the southerly boundary of the property hereby conveyed shall be the boundary line of the State of Ohio and the Commonwealth of Kentucky. Basis for bearings referred to above: South 54° 25' 38.8" East, Corps of Engineers Monuments M-104 and M-106; together with such rights of way and easements as may be required by Dayton to erect, maintain, repair, replace, add to, renew and use such lines for the transmission and/or distribution of electricity in, upon, over or under the above-described property as may be required by Dayton from time to time;

A Survey of this property was made by James M. Godsey, Registered Surveyor 6330, on August 1, 1979.

Together with all structures, equipment and facilities located on the real property described in (A) and (B) to the extent of the interests hereby conveyed by Cincinnati presently or hereafter constructed or installed in or on such property and with all privileges and appurtenances belonging to the same;

To have and to hold the same unto Dayton forever;

Cincinnati covenants that the real property herein conveyed is free and clear from all encumbrances by, through or under Cincinnati except a proportional share of taxes payable on such real property in December 1980 and June 1981 (the proportion being based on the days and percentage of ownership in 1980 by the parties hereto), and except further that the property interests hereby conveyed are subject to the lien of Cincinnati's First Mortgage to Irving Trust Company, Trustee, dated as of August 1, 1936, and as the same has been amended and supplemented by supplemental indentures, which have been duly recorded in the mortgage records of Adams County, Ohio. Cincinnati hereby agrees to cause said Trustee to release said property interests from the operation of the lien of said Mortgage as soon as practicable;

Cincinnati and Dayton agree as to the real property described in B above that each of them shall so use (i) the property, and (ii) any structures, equipment and facilities now or hereafter constructed or installed in or on such property, as not unreasonably to interfere with the use by the other party of (i) such property, and (ii), any structures, equipment and facilities now or hereafter constructed or installed in or on such property;

As to the real property described in (B) above, during the period starting with the date of this instrument and ending at a date 21 years after the death of the last survivor of

William James Moran and Margaret Moran
Gellenbeck, children of William J. Moran and
Virginia W. Moran of Cincinnati, Ohio and
Nancy Newlin Fricke, Susanne Newlin Meuthing
and Joan R. Newlin, children of John Robert
Newlin and Ruth A. Newlin of Dayton, Ohio;

(a) Each of Cincinnati and Dayton agrees that (i) it shall not bring an action for partition in respect of the real property described in B. above, and of any structures, equipment and facilities hereafter constructed or installed in or on such property, and (ii) it shall not, without the prior written consent of the other party, sell or in any way transfer

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its interest in the same, except (x) to a trustee under its first mortgage (y) to a successor to substantially all of its electric assets, property and business or (z) to the other party hereto, as hereinafter provided, when the remainder of substantially all of its electric assets, property and business is being sold or transferred to a successor in which event it may (by way of substantially effectuating the result of a partition action under existing Ohio law) offer its said undivided interest to the other party hereto, and such other party may buy the same, at its then value, on the basis of its respective undivided interest as set forth above, provided that the prohibitions set forth in each of (i) and (ii) above shall be in effect only so long as the real property, structures, equipment and facilities are being, or are intended to be, utilized by Cincinnati in aid of the generation of electricity, and (b) Cincinnati agrees that Dayton shall have the option to acquire Cincinnati's respective undivided interest in the real property, structures, equipment and facilities referred to in (a) above on the basis of (i) the then value of the real property and (ii) the net salvage value of such structures, equipment and facilities; provided that such real property, structures, equipment and facilities are no longer being, or are no longer intended to be, utilized by Cincinnati in aid of the generation of electricity;

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And, Cincinnati warrants and will defend the same with all privileges and appurtenances thereto against the lawful claims of all persons or corporations claiming by, through or under Cincinnati except as above provided.

IN WITNESS WHEREOF, The Cincinnati Gas & Electric Company, Grantor, and The Dayton Power and Light Company, Grantee, have caused this instrument to be signed by their respective authorized officers.

Signed in the presence of:

[Signature]
[Signature]
[Signature]

Signed in the presence of:

J. R. Newlin
Susan M. Williamson
Susan M. Williamson

The Cincinnati Gas & Electric Company

By [Signature]
W. H. Dickhoner, President
[Signature]
Donald R. Blum, Secretary

The Dayton Power and Light Company

By [Signature]
R. E. Frazer, President
[Signature]
P. M. Easter, Secretary

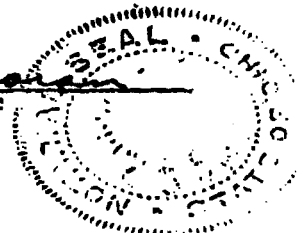
STATE OF OHIO :
: SS
COUNTY OF HAMILTON :

Before me, a Notary Public in and for said County, personally appeared W. H. Dickhoner, President and Donald R. Blum, Secretary of The Cincinnati Gas & Electric Company who represented that they are duly authorized in the premises and who acknowledged that they did sign the foregoing instrument and that the same is their voluntary act and deed and is the voluntary act and deed of said corporation.

IN TESTIMONY WHEREOF, I have set my hand and official seal at Cincinnati, Ohio this 26th day of December, 1980.

WILLIAM J. MORAN, Attorney At Law
Notary Public, State of Ohio
My Commission Expires on [Date]
Section 147.03, R.C.

[Signature]
Notary Public



STATE OF OHIO :
: SS
COUNTY OF MONTGOMERY :

Before me, a Notary Public in and for said County, personally appeared R. E. Frazer, President and P. M. Easter, Secretary of The Dayton Power and Light Company who represented that they are duly authorized in the premises and who acknowledged that they did sign the foregoing instrument and that the same is their voluntary act and deed and is the voluntary act and deed of said corporation.

IN TESTIMONY WHEREOF, I have set my hand and official seal at Dayton, Ohio this 19th day of December, 1980.



This Instrument is acknowledged by
J. R. Newlin
Attorney at Law

Susan M. Williamson
Notary Public

SUSAN M. WILLIAMSON, Notary Public
In and for the State of Ohio
My Commission Expires July 30, 1984