
February 7, 2024

Chair Jenifer French
Ohio Power Siting Board
180 East Broad Street
Columbus, Ohio 43215

Re: **Madison to Fayette 345kV Transmission Line Project**
Ohio Power Siting Board Case No. 23-0066-EL-BLN
Notice of ODOT Permit

Dear Chair French,

Pursuant to Condition 10 in the May 31, 2023, Staff Report of Investigation in this proceeding, The Dayton Power and Light Company d/b/a AES Ohio gives notice of the following agency approval relating to the above-referenced project. The Ohio Department of Transportation ("ODOT") extended the completion date for the temporary driveway installation on the east side of Highway 41 in Clark County (Permit No. 7-140-23) to 12/31/2024.

A copy of the permit is attached. Please feel free to contact me if you have any questions regarding this notice.

Respectfully submitted,

/s/ Christopher C. Hollon

Christopher C. Hollon (Ohio Bar No. 0086480)
AES OHIO
1065 Woodman Drive
Dayton, Ohio 45432
Phone: (937) 259-7358
christopher.hollon@aes.com

MR 509
Permit No. 7-140-23

Office Use Only

State of Ohio
Department of Transportation
Permit

County or Jurisdiction CLA
Rte SR41
Log Pt 00.50
Acc Cat

[1] Subject to all terms, conditions, and restrictions printed, written below and on the reverse side hereof, or attached,

Name: The Dayton Power and Light Company
Address: 1900 Dryden Road Dayton OH 45439
Company Phone: 937-503-3855

is hereby granted a permit under Section 5515.01 and 5515.02 of Ohio Revised Code, and permission to perform work necessary in the manner described and at the location indicated in the following or attached to this permit.

Drive - Temporary Construction - (see attached sheets)

Description of Work: New 345kV double circuit transmission line to be constructed. Wires will overhang roadway, and access from Highway 41 will be needed. This application is for a temporary driveway installation located on the east side of Highway 41. Property owner easements or easement options are attached. Driveway installation June of 2023 through October 2024.

[2] This permit shall be in the possession of employees /agents of permittee on site at all times who are in charge of the work and shall be shown, upon request, to any employee of the Department of Transportation.

Contact ODOT Representative 3 days before work begins, also contact ODOT Representative when work is completed for final inspection.

Failure to notify the ODOT Representative could result in work stoppage!

Please contact 3 days prior to start of work: Douglas Clark @ (937)497-6904, or-text/call cell @ (937)539-3251, or email at Doug.Clark@dot.ohio.gov for work notification.

NOTE: Any work performed by the permittee may be stopped if this requirement is not met.

[4] Prior to any excavation in the highway right-of-way, the Ohio811, <https://www.oups.org/excavators>, must be contacted in accordance with ORC Section 3781.25 to 3781.32. Ohio811 can be reached at 1-800-362-2764 or 811.

[5] If your utility is above ground in any way, you must mark your utility with a fluorescent colored marker that corresponds with the universal OUPS color code. The marker must be no shorter than six feet in height and you must maintain the marker. Guide wires must be marked a fluorescent yellow. Failure to mark as described, will result in the Department of Transportation being held harmless and no reimbursement for damage to your property.

[6] All work requiring persons or vehicles within ODOT right of way shall comply with all applicable requirements of the Ohio Manual of Uniform Traffic Control Devices and Item 614 (Maintaining Traffic) of the Construction and Material Specifications, latest editions. Failure to comply with these requirements will be cause for immediate revocation or suspension of the permit until the proper traffic control devices have been provided.

[7] The permittee accepts the conditions, terms, and requirements printed, written on, or attached to this permit and understands that failure to comply fully with those conditions, terms, and requirements or any change in the use of the permit inconsistent with its terms and conditions will be considered a violation and cause for suspension, revocation, or annulment of the permit thereby rendering the permit illegal and subject to appropriate Department action, up to an including removal of the installation at the permittee's expense.

[8] Performance Bond Required? ☐ Yes ☐ No Company _____
Effective Date _____ Expiration Date _____ Amount \$ _____

[9] This permit shall be void if the work described herein does not comply with the conditions, terms, and requirements applicable to this permit, and if the work is not completed by 12/31/2024

Dated 04/17/2023

Rev 5/6/2021
(the remainder of this page is left blank intentionally)

**General Provisions Applicable to All Permits
(Sections 5515.01 and 5515.02 of O.R.C.)**

- [1] This permit is not a substitute for satisfying the rights or obligations of any other party who may have an interest in the underlying fee interest.
- [2] The granting of this permit does not convey to the permittee or to the property served any rights, title, or interest in state highway rights of way or in the design or operation of the state highway; or in any way abridge the right of the Director of the Department of Transportation in his jurisdiction over state highways. If, in the process of any future work or for the benefit of the traveling public, it becomes necessary, in the opinion of the Director of Transportation to order the removal, reconstruction, relocation, or repair of any of the fixtures, or work performed under this permit, said removal, reconstruction, relocation, or repair shall be wholly at the expense of the owners thereof or the permittee and be made as directed by the Director of Transportation and within the time determined by the Director. Such changes in the state highway design or operation, necessary for improved safety and operation or for the benefit of the traveling public, shall not require a permit modification since the permit confers no private rights to the permittee over the control of the state highway.
- [3] The District Deputy Director acts for and on behalf of the Director in issuing and carrying out the provisions of all permits. The District Deputy Director has full authority to ensure that all provisions of the permit are met and to reject any materials, design, and workmanship that do not meet applicable Department standards. The District Deputy Director, at his/her discretion, may require a performance bond or certified check as a prerequisite to the issuance of a permit.
- [4] Failure on the part of the permittee to comply fully with the provisions and conditions of the permit will be cause for suspension, revocation, or annulment of the permit thereby rendering the permit illegal and subject to appropriate Departmental action. By accepting the permit, the permittee agrees to comply with all conditions, terms, and restrictions printed or written on or attached to the permit. If the permittee or its agent performs any work contrary to the conditions of the permit or to the instructions of the District Deputy Director and, after due notice, fails to correct the problem, the Department of Transportation may, with or without notice, correct or remove such work and the permittee shall reimburse the Department for the costs and shall hold the Department harmless for all results of such work.
- [5] The permittee shall indemnify and hold harmless the State of Ohio, Department of Transportation, its officers, representatives and assigns, from any and all loss, liability, damages, litigation costs, and claims for injury or death to any person, property, or business caused by or resulting from any act, omission, event, consequence, or occurrence, negligent or otherwise of the permittee, its employees, agents, or assigns as a result of the issuance of this permit.
- [6] All work authorized under the permit shall be performed to the Department's satisfaction, and the entire expense shall be borne by the permittee. No work shall be performed until the permittee has contacted the Department's appointed representative named on the permit and received instructions. The Department's representative may inspect all work covered by the permit, or the Department reserves the right, during the time any or all of the work is being performed, to appoint an inspector over the work who shall represent the interest of the State on the work and any compensation arranged for shall be paid wholly by the permit holder. Work not in compliance shall be halted and the District Deputy Director shall be notified of the cause. The permittee shall be notified of the Department's determination and given an opportunity to correct the problem. If the problem is not corrected timely or to the satisfaction of the Department, this permit will be revoked.
- [7] Failure to complete all work within the time specified on the permit shall void the permit, thereby making the permit illegal and subject to appropriate Departmental action. The permittee may request an extension in writing from the District Office, explaining why the extension is necessary and when the work is expected to be completed.
- [8] All work infringing on the pavement or shoulders shall comply with applicable standards and requirements regarding traffic control devices. Failure to comply will be cause for revocation or suspension of the permit. Any closure of lanes or shoulders shall be described in terms of location, duration, time of day, etc. Such work shall not begin until all traffic control devices are in place.
- [9] If any grading, sidewalk, or other work allowed by a permit interferes with the drainage of the highway in any way, such catch basins and outlets as necessary shall be constructed to take proper care of said drainage and any materials such as pipes and tiles damaged during any

installation or repair by the permittee or its employees or agents shall be repaired immediately at the sole cost of the permittee . Permittee shall timely notify the Department of any such damage and repairs thereto. Failure of the permittee to immediately repair the damage after it is discovered shall result in the Department performing the repair and the permittee shall reimburse the Department for the costs and shall hold the Department harmless for all the results of such work which may include removal of the permittee's facilities.

[10] Any damage to ODOT or another's property caused by the work shall be repaired by the permittee or permittee's agent or contractor in a timely manner and at the sole cost of permittee. If any emergency repairs to ODOT property are needed that cannot be performed by the permittee or permittee's agent or contractor, ODOT shall cause the repairs to be performed at the sole cost of permittee.

[11] Upon completion of the work, the permittee shall leave the highway clean of all rubbish, excess materials, temporary structures and equipment, and all parts of the highway shall be left in a condition acceptable to the Department. Upon satisfactory completion of the work authorized by the permit, the Department's appointed representative shall complete the Permit Inspection Certificate, Form No. MR 678 certifying that the permittee has complied with the terms of the permit.

[12] Except as herein authorized, no excavation shall be made or obstacle placed within the limits of the highway so as to interfere with the travel over the road.

[13] All pole lines are to be built in accordance with Rule 4901:3-1-08 of Ohio Administrative Code promulgated and enforced by the Public Utilities Commission of Ohio.

[14] All underground utilities shall be installed at a depth and horizontal distance from the road surface and any appurtenances in accordance with state and national safety standards and as pre-approved by the Department. After installation, the exact location of the utility shall be provided to the Department. The Department shall be held harmless for any damage to utilities due to insufficient or inaccurate installation or identification and all repairs shall be at the sole cost of the permittee.

[15] The permittee shall comply with the Air Pollution requirements of Rule 3745-17-08 of the Ohio Administrative Code promulgated and enforced by the Ohio Environmental Protection Agency.

[16] The permittee certifies that he or she is fully authorized to sign this permit. This permit shall apply to and be binding upon the permittee and any successors in interest. No change in ownership of the underlying property or of the facility owned by permittee shall in any way alter the permittee's obligations under this permit.

[17] The permittee(s) for herself/himself/themselves/itself, her/his/their/its personal representatives, and her/his/their/its successors in interest and assigns, as a part of the consideration hereof, do/does hereby covenant and agree that:

(1) No person on the grounds of race, color, or national origin, shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of the utility/facilities/ services of the permittee.

(2) In the construction of any improvements on, over, or under the above described property and the furnishing of services thereon, no person on the grounds of race, color, national origin, sex, age, or disability shall be excluded from the participation in, be denied the benefits of, or be otherwise subjected to discrimination.

(3) The above described property shall be used in a manner that at all times is in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. DOT, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. DOT — Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

(4) In the event that this instrument grants a lease, license, or permit and any of the above non-discrimination covenants is breached, then the State of Ohio, Department of Transportation, shall have the unfettered right to terminate the lease, license or permit and to re-enter and repossess the above-described property and hold the same as if said lease, license or permit had never been made or issued.

This permit is granted subject to the following attached conditions:

Temporary Construction drive shall be up to 12' in width with 25' Radii on both sides. Drive shall be constructed using a 12" in diameter culvert pipe, covered in either 304 or 411 aggregate stone. Slope of drive is to be 1/2" per foot for at least 10' from the pavement edge. Drive shall be removed at project end, and the State Right of way will be restored to Pre-Construction conditions, including application of seed and straw. No headwalls, endwalls, or retaining wall of any type are to be constructed at pipe ends under this permit. All work in State Right of Way to be completed per approved plans, any deviation from plans must be authorized by ODOT before work is to continue. This permit is for all work performed in the State Right of Way only, all work performed outside of this area will be the permittee's responsibility to check with local governing agencies for permitting requirements. No equipment or personnel shall be working from any State Right of Way, until the required Maintenance of Traffic is in place. Traffic control shall be performed as per the latest Ohio Manual of Uniform Traffic Control Devices. The State of Ohio or Federal Highway Administration will not participate in the cost of this installation. Permittee shall be responsible for any & all utility installations/relocations as a result of this work. Finish grading and restoration back to existing condition, including seeding, is to be done as soon as work is complete. Disturbed earth shall be replaced, compacted, and reshaped to its original cross-section and then re-seed it to the satisfaction of the Director of Transportation or his agent.

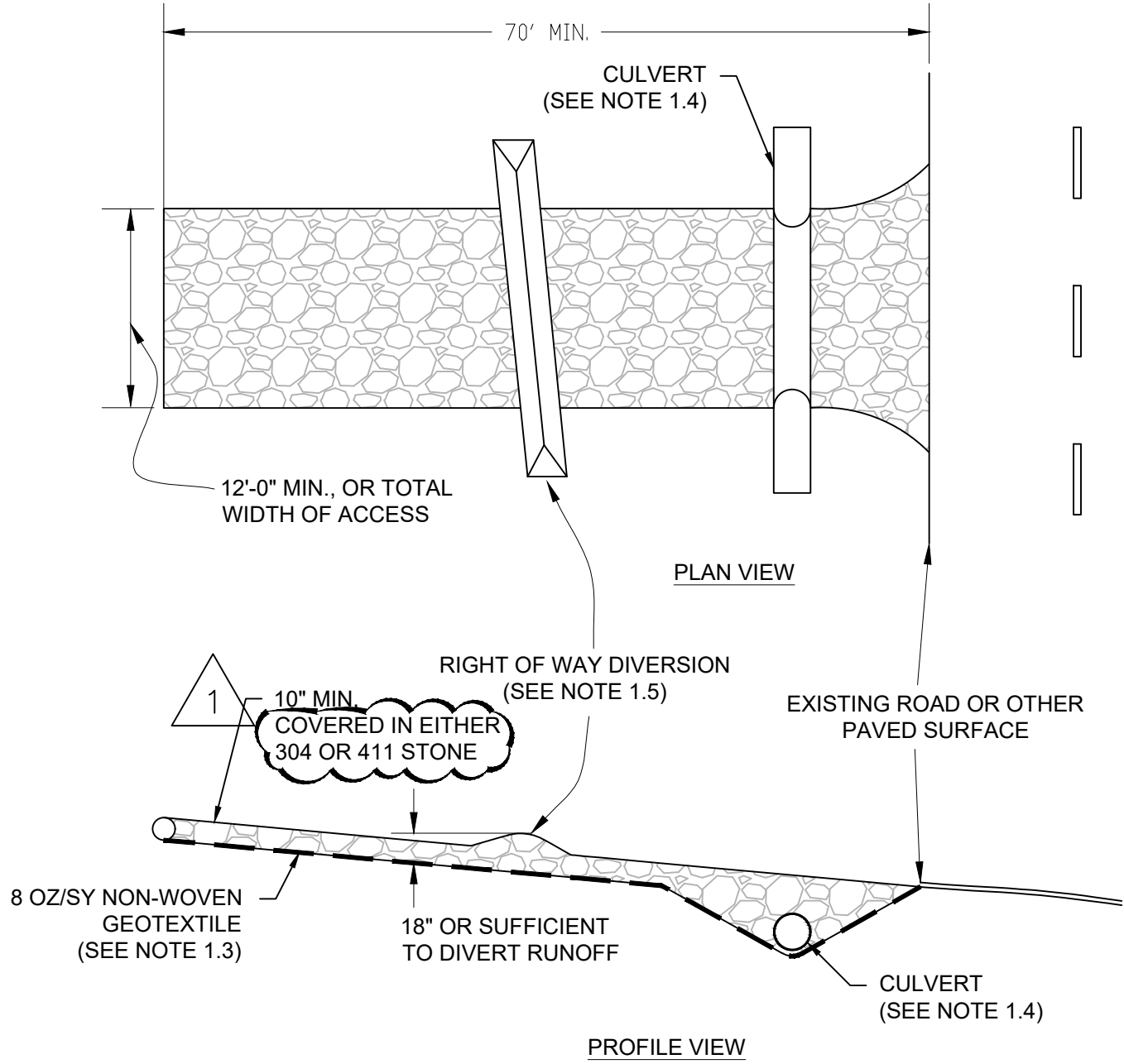
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STABILIZED CONSTRUCTION ENTRANCE NOTES:

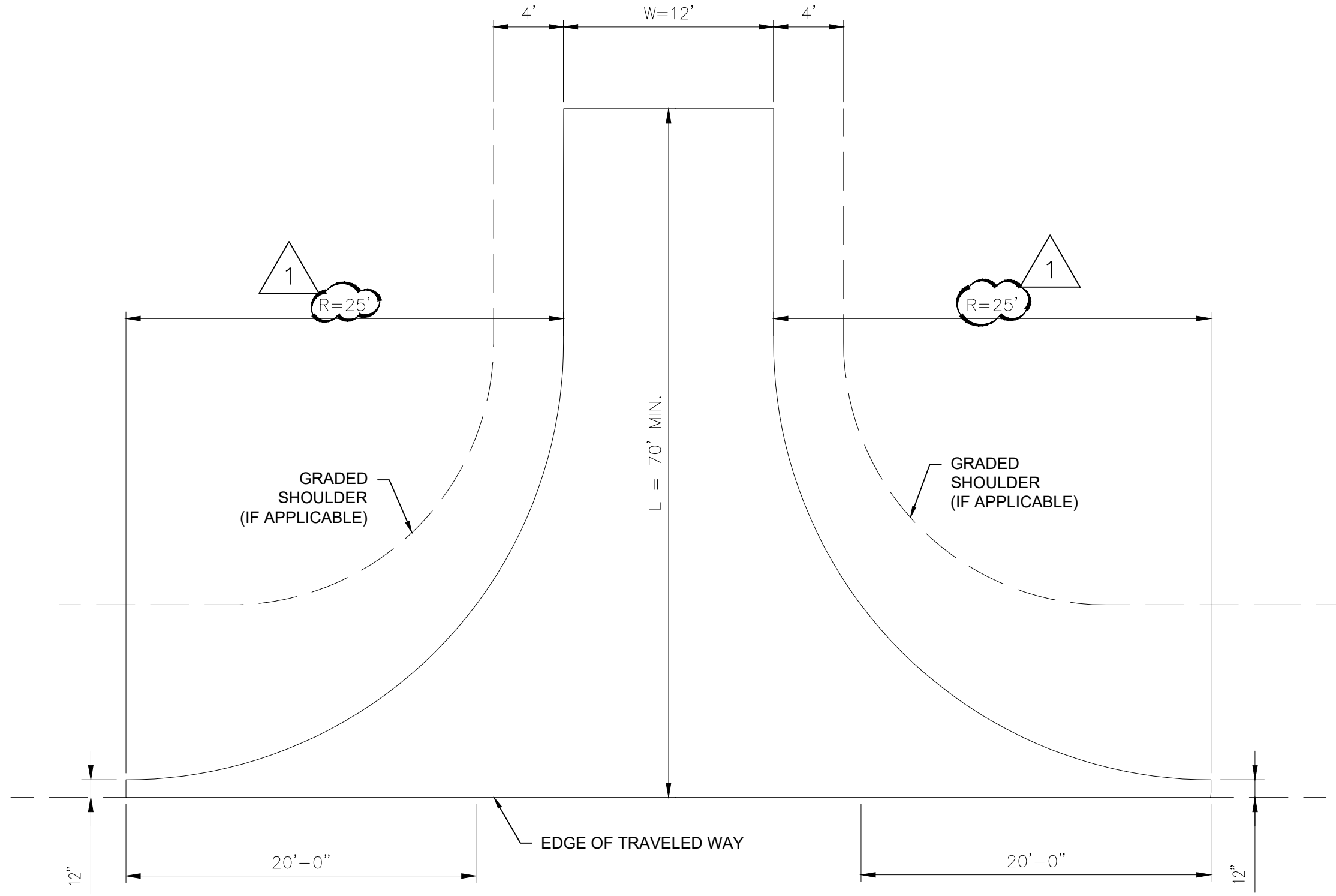
1. INSTALLATION:
- 1.1. COVERED IN EITHER 304 OR 411 STONE OR RECYCLED CONCRETE EQUIVALENT SHALL BE PLACED AT A MINIMUM 10-INCH THICKNESS.
- 1.1.1. A TEMPORARY CONSTRUCTION MAT MAY BE USED IN PLACE OF THE ODOT #2 STONE WITH ENGINEER APPROVAL. CONTRACTOR MAY USE FODS TRACKOUT CONTROL SYSTEM, OR ENGINEER-APPROVED EQUAL.
- 1.2. THE ENTRANCE SHALL BE A MINIMUM LENGTH OF 70- FEET.
- 1.3. AN 8 OZ/SY NON-WOVEN GEOTEXTILE (MIRAFI 180N OR ENGINEER-APPROVED EQUAL) SHALL BE PLACED OVER THE ENTIRE AREA PRIOR TO PLACING STONE. A GEOGRID MAY BE ADDED AS NEEDED TO INCREASE STABILITY.
- 1.4. A CULVERT SHALL BE CONSTRUCTED UNDER THE ENTRANCE AS NEEDED OR AS DIRECTED BY THE ODOT.
- 1.4.1. THE CULVERT SHALL BE APPROPRIATELY SIZED TO PREVENT WATER FROM FLOWING ONTO PAVED SURFACES AND FROM OVERTOPPING THE ENTRANCE ROAD SURFACE.
- 1.4.2. THE CULVERT MATERIAL SHALL BE ADS N-12 DUAL-WALL HDPE PIPE WITH A SMOOTH INTERIOR WALL AND CORRUGATED EXTERIOR, OR ENGINEER-APPROVED EQUAL.
- 1.4.3. THE MINIMUM PIPE SIZE IS 12-INCHES AND MINIMUM PIPE LENGTH IS 20- FEET.
- 1.4.4. PROVIDE A MINIMUM COVER OF 12-INCHES.
- 1.5. IF THE ENTRANCE SLOPE EXCEEDS 2%, CONSTRUCT AN 8"-HIGH DIVERSION RIDGE WITH A RATIO OF 3H:1V SIDE SLOPES ACROSS THE ENTIRE ROAD WIDTH APPROXIMATELY 15- FEET FROM THE EXISTING ROAD OR PAVED SURFACE.
2. MAINTENANCE:
- 2.1. TOP DRESS WITH ADDITIONAL STONE TO MAINTAIN A MINIMUM THICKNESS OF 10-INCHES.
- 2.2. AT THE END OF EACH CONSTRUCTION DAY, ALL SEDIMENT DEPOSITED ON PAVED ROADWAYS SHALL BE REMOVED AND RETURNED TO THE CONSTRUCTION SITE VIA SCRAPING OR SWEEPING.
- 2.3. ENSURE THE ENDS OF THE TEMPORARY CULVERT PIPE (IF UTILIZED) ARE NOT BLOCKED AND THAT THE PIPE IS FREE OF DEBRIS THROUGHOUT.
3. REMOVAL:
- 3.1. THE ENTRANCE SHALL REMAIN IN PLACE UNTIL THE DISTURBED AREA IS STABILIZED OR REPLACED WITH A PERMANENT ROADWAY OR ENTRANCE.
- 3.2. PULL OUT ALL CONSTRUCTION ENTRANCE MATERIAL AND PROPERLY DISPOSE OF OFF-SITE. CONSTRUCTION ENTRANCE REMOVAL INCLUDES THE APPROPRIATE DISPOSAL OF GEOTEXTILE FABRIC AND PIPE. STONE CAN BE BLENDED INTO THE SURROUNDING LANDSCAPE AS SITE CONDITIONS ALLOW.
- 3.3. RE-GRADE THE AREA AS NECESSARY AND ESTABLISH VEGETATION ON ANY RESULTING DISTURBED AREAS.

GENERAL NOTES:

1. EARTHWORK AND GRADING SHALL NOT START UNTIL EROSION CONTROL MEASURES HAVE BEEN PROPERLY INSTALLED.
2. PROVIDE POSITIVE DRAINAGE THAT ASSURES NO PONDING IN ALL AREAS. AFTER INSTALLATION, CONTRACTOR TO CHECK FOR AND CORRECT, IF ANY, STANDING WATER CONDITIONS ARE PRESENT.
3. ALL SIDE SLOPES SHALL BE 3H:1V MAX, UNLESS OTHERWISE NOTED.
4. ALL CONSTRUCTION ACTIVITY TO BE PERFORMED IN COMPLIANCE WITH APPLICABLE O.S.H.A. STANDARDS FOR WORKER SAFETY.
5. CONTRACTOR SHALL VERIFY ALL BURIED UTILITIES BY CONTACTING ALL OHIO 811 AT 811 OR 1-800-362-2764 PRIOR TO EARTHMOVING OR DEMOLITION ACTIVITIES. CONTRACTOR SHALL IMMEDIATELY NOTIFY OWNER AND ENGINEER OF UNDOCUMENTED OR RELOCATED UTILITIES.
6. CONTRACTOR SHALL APPLY TOPSOIL AND SEED DISTURBED AREA IMMEDIATELY AFTER GRADING OPERATIONS HAVE BEEN COMPLETED. TOPSOIL AND SEED SHALL BE INSTALLED PER AES OHIO SPECIFICATIONS.
7. ALL WORK & MATERIALS SHALL BE IN ACCORDANCE WITH AES OHIO TECHNICAL SPECIFICATIONS FOR SITE PREPARATION.



DETAIL 1
STABILIZED CONSTRUCTION ENTRANCE
NOT TO SCALE




DETAIL 2
ODOT TYPE 1 DRIVEWAY
NOT TO SCALE

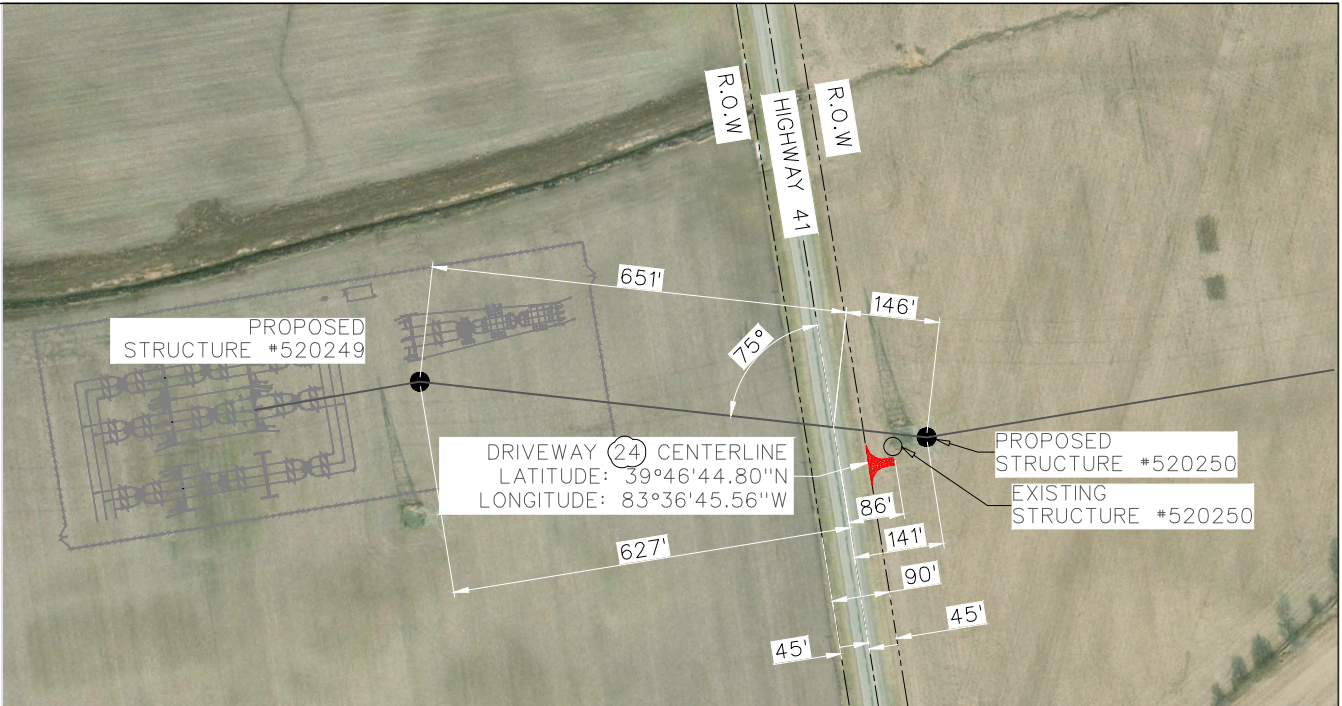
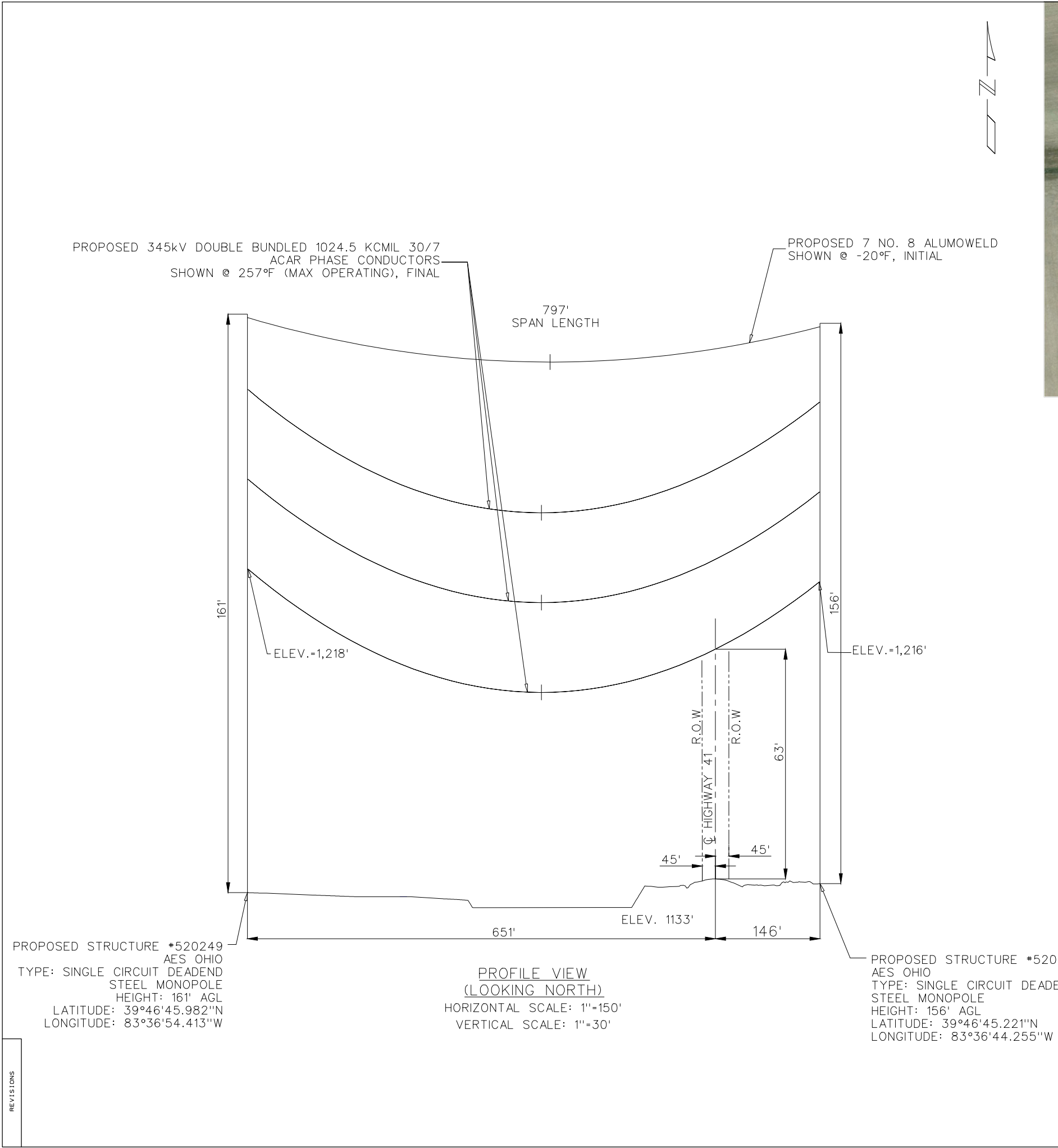
ODOT TYPE 1 DRIVEWAY NOTES:

1. THIS DETAIL REPRESENTS THE MINIMUM REQUIRED LENGTH, WIDTH, AND TURN RADII.
2. DRIVEWAY DESIGN STANDARDS ARE PROVIDED IN SECTION 803 OF THE ODOT LOCATION AND DESIGN MANUAL, VOLUME 1, AND ODOT STANDARD CONSTRUCTION DRAWING BP-4.1, TYPICAL DRIVEWAY DESIGNS.

REVISIONS

1	04-17-23	ODOT DISTRICT 7 REVISIONS - DRIVEWAY #24			DSR BL
REV	DATE	DESCRIPTION			TECH. ENG.

		TITLE					
		TYPICAL DRIVE DETAILS					
		FOR					
		MADISON-FAYETTE					
		SCALE	AS NOTED	PROJECT	XXX	FILE	Typical Driveway Details 04172023.dwg
		DRAWN	B. LONG	03/16/23	ORIGINAL PRINT DATE	03/16/23	
		CHECKED	XXX	XX/XX/XX	APPROVAL	XXX	XX/XX/XX
NO.		REFERENCE DWG.		ENGINEER	B. LONG	PLOT DATE/TIME	4/17/23 11:49 AM
						XXX-X-XXXX	
						SHEET 1 OF 1 SHEETS	



PLAN VIEW
SCALE: 1"=300'

CROSSING LOCATION:
CLARK COUNTY, OHIO


- PLANNED WORK:
1. CONSTRUCT PROPOSED STRUCTURES #520249 & #520250
 2. REMOVE EXISTING STRUCTURE #520250
 3. INSTALL (1) NEW DOUBLE BUNDLED 1024.5 KCMIL 30/7 ACAR CIRCUIT
 4. INSTALL (1) NEW 7 NO. 8 ALUMOWELD

- NOTES:
1. PARCEL BOUNDARY AND R.O.W INFORMATION BASED ON INFORMATION PROVIDED BY AES.

- LEGEND:
- PROPOSED TRANSMISSION STRUCTURE
 - EXISTING TRANSMISSION STRUCTURE
 - 345kV TRANSMISSION CENTERLINE
 - - - RIGHT OF WAY (R.O.W)
 - - - ROAD CENTERLINE
 - ▲ TEMPORARY DRIVE

FOR PERMITTING
PURPOSES ONLY

2	04/12/23	ISSUED FOR PERMITTING, CONST. NOTE REMOVED	MJC	MJC
1	03/31/23	ISSUED FOR PERMITTING, TEMP. DRIVES ADDED	MJC	MJC
0	03/02/23	ISSUED FOR PERMITTING	AKA	MJC
REV	DATE	DESCRIPTION	TECH.	ENG.

		FOR MADISON TO FAYETTE 345kV TRANSMISSION LINE (CIRCUIT 34506)				
		SCALE	AS NOTED	PROJECT FILE		
		DRAWN	M. CRANCE/BMcD	03/02/2023	ORIGINAL PRINT DATE	
		CHECKED	M. CRANCE/BMcD	03/02/2023	APPROVAL	
		ENGINEER	B. TUCKER/BMcD	03/02/2023	PLOT DATE/TIME	257-4-1406 SHEET OF SHEETS
NO.		REFERENCE DWG.				

225793

RIGHT OF WAY GRANT

FROM

Byrd Mattinson

TO

The Cincinnati Gas & Electric Company
Columbus and Southern Ohio Electric Company
The Dayton Power and Light Company

envelope (2)
TRANSFER NOT NECESSARY

TRANSFERRED
CLARK COUNTY AUDITOR
APR 23 1966
WILLIAM S. GLASS
AUDITOR

County Auditor.

State of Ohio, Clark County, ss.

Presented for Record on the _____

day of _____, 19____, at _____

o'clock _____

Recorded _____, 19____, in _____

Deed Book 576, Page 263

Miriam Yeazell
County Recorder.

Project No. 70016 Shoup

FORM DCC-26 12-65

3.00

PARCEL # 62-A

FILED

1966 APR 26 AM 11:26
MIRIAM YEAZELL, REC'D
CLARK COUNTY, OHIO

PAR 62-B Know All Men By These Presents, That:

225793

Byrd Mattinson (Widow)

in consideration of One Dollar to her paid by The Cincinnati Gas & Electric Company (Cincinnati), Columbus and Southern Ohio Electric Company (Columbus) and The Dayton Power and Light Company (Dayton), the receipt of which is hereby acknowledged, do es hereby grant and convey unto said Cincinnati, Columbus and Dayton, their successors and assigns forever, in undivided interests as tenants in common, as follows: 30% to Cincinnati, 35% to Columbus and 35% to Dayton, a right of way and easement, subject to legal highways, for lines for the transmission and/or distribution of electric energy, for any and all purposes for which electric energy is now, or may hereafter be used, together with the right to construct thereon, either underground or overhead, all towers, poles, structures, and appurtenant wires, cables, conduits, manholes, anchors, grounding systems, counterpoises, communication circuits, equipment and all other apparatus and fixtures necessary or incidental to the use of said right of way and easement; and the right to add to, construct, reconstruct, erect, operate, repair, maintain, use, remove or replace such facilities at any time, subject to the conditions hereinafter contained, in, upon, over, under and through the following premises, viz:

Situated in Madison Township, Clark County, Ohio,

and being a tract of land containing 248.28 acres, more or less, situated in part of Military Surveys 5723, 8984, and 8819 and being the same premises described in a Certificate of Transfer of Real Estate recorded in Deed Book No. 550, page 443 of the Deed Records of Clark County, Ohio.

Said right of way and easement shall be 150 feet in width and the centerline shall be approximately along the following course:

Beginning at a point in the southeasterly property line (which is also the northwesterly line of Butcher's 308.40 acre tract) 1550 feet northeastwardly from a property corner in the centerline of State Route 41 (said point being in a southwesterly corner of Butcher's said 308.40 acre tract); thence S 80° 45' W crossing the said State Route 41, 2782 feet, more or less, to a point in a southwesterly property line (which is also the northeasterly line of the Detroit - Toledo and Ironston Railroad) 578 feet northwestwardly from the southerly property line (which is also a northerly line of Agricultural Lands Inc., 823.84 acre tract).



Said Grantor her heirs, executors, administrators and assigns, and said Grantees, their successors and assigns, by their acceptance of this grant, further agree:

1. That the Grantees, their successors and assigns, by their employees and agents, shall have the right of ingress and egress over the right of way and the adjoining premises of Grantor her to add to, construct, reconstruct, repair, maintain, use, or remove their said facilities or parts thereof, and to cut, trim and remove or otherwise control such trees, undergrowth or overhanging branches or other obstructions, both within and without the limits of their right of way and easement as, in the opinion of the Grantees, may now or at any time hereafter interfere with the construction, use, maintenance or successful operation of said facilities and/or the transmission and/or distribution of electric energy thereby, and to pile dirt, material and equipment on the surface of said right of way and easement during periods of construction and/or maintenance.

2. That Grantees, their successors and assigns, shall hold the Grantor her heirs, executors, administrators and assigns, harmless from any damage to growing crops and other property, including buildings and fences, that may arise from or be caused by the ~~construction~~ said Grantees, their successors or assigns, or their agents, servants, or employees, in the construction, repair, use or removal of said facilities.

3. That no buildings or other structures shall be erected within the limits of the above-described right of way and easement by the Grantor her heirs and assigns.

4. That Grantor her heirs and assigns, shall have the right to use the land within the limits of said right of way and easement in any other manner not inconsistent with the rights herein described.

5. Said Grantees, their successors and assigns, shall use their right of way and easement, at least in part, within twenty five (25) years from the date of the grant thereof or the same shall become void and shall revert to the then owners of that part of the premises to which said right of way and easement applies.

"D"

6. That the Grantor , for herself and her heirs, executors, administrators and assigns, covenant s with said Grantees, their successors and assigns, that she is the true and lawful owner of said premises and has full power to convey the rights hereby conveyed and that she do es warrant and will defend the same against the claims of all persons whomsoever.

And said Grantees by their acceptance of this grant further agree that: 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

Walter Reed Beckjord, James Everest Beckjord, John Edson Beckjord and Alex Stephen Beckjord, children of Walter E. and Mary Jane Beckjord of Cincinnati, Ohio, Julianna de Bruyn Kops, Virginia de Bruyn Kops and Julian de Bruyn Kops, III, children of Julian and Mary de Bruyn Kops of Dayton, Ohio, and Cynthia Breslin Porter and Marcia Searight Porter, children of William G., Jr., and Eve Porter of Columbus, Ohio,

(a) Each of Cincinnati, Columbus and Dayton (i) shall not bring an action for partition in respect of the property interests conveyed hereby, and of any structures, equipment and facilities now or hereafter constructed or installed in or on the property involved, and (ii) shall not, without the prior written consent of each of the others, sell or in any way transfer 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 parties hereto, or either of such other parties 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 parties hereto, and such others may buy the same, at its then value, apportioned between such others, as to both undivided interest and price, on the basis of their respective applicable undivided interests as referred to above, one of such others being authorized to buy the portion offered to the other in the event that other refuses such offer; provided that the prohibitions set forth in each of (i) and (ii) above shall be in effect only so long as the property interests conveyed hereby, and any structures, equipment and facilities constructed or installed thereunder, are being, or are intended to be, utilized by either Cincinnati or Columbus or both in aid of the transmission of electricity, and

(b) Dayton shall have the option to acquire the property interests conveyed to Cincinnati, Columbus and Dayton, and any structures, equipment and facilities constructed or installed in and on the property involved, at the price of \$6006.00, plus the net salvage value of such structures, equipment and facilities, the payment of such price to be apportioned between Cincinnati and Columbus on the basis of their respective applicable undivided interests; provided that the same are no longer being, or are no longer intended to be, utilized by either Cincinnati or Columbus, or both, in aid of the transmission of electricity.

(c) The words Cincinnati, Columbus and Dayton, as hereinabove used, respectively mean The Cincinnati Gas & Electric Company and its successors and assigns, Columbus and Southern Ohio Electric Company and its successors and assigns, and The Dayton Power and Light Company and its successors and assigns; the words parties or party as hereinabove used include one or more of Cincinnati, Columbus and Dayton and their respective successors and assigns, as the context may indicate.

This instrument will be simultaneously executed in several counterparts, each of which when so executed shall be deemed to be an original; but such counterparts shall together constitute but one and the same instrument.

IN WITNESS WHEREOF, the said Byrd Mattinson (Widow)

has hereunto subscribed her name this 11th day of April, 1966

Signed and acknowledged in the presence of:

Robert D. Jeffries

Charles A. Sharp

Byrd Mattinson X
Byrd Mattinson

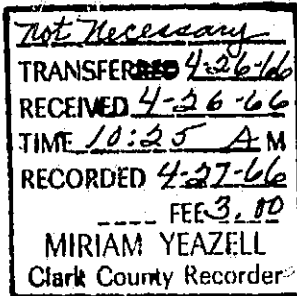
PAR. 62-D

"D" STATE OF OHIO, COUNTY OF Clark ss.

BE IT REMEMBERED, that on the 11th day of April in the year of our Lord One Thousand Nine Hundred and Sixty-six, before me, the subscriber, a Notary Public in and for said County, personally came Bryd Mattinson

the Grantor in the foregoing instrument, and acknowledged the signing thereof to be her voluntary act and deed for the uses and purposes therein mentioned.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal on the day and year aforesaid.



Robert F. Jefferis

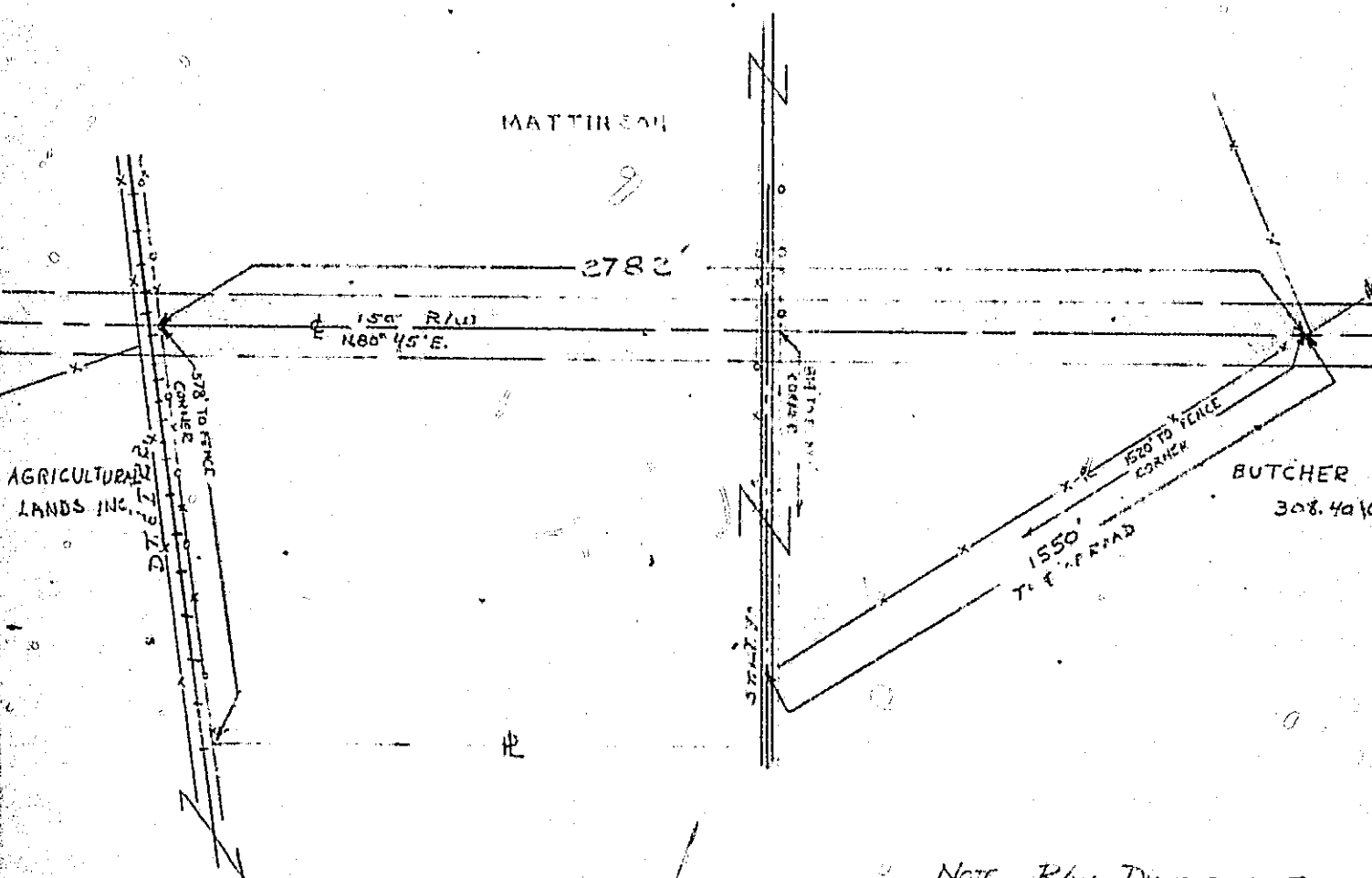
ROBERT F. JEFFERIS, Notary Public
In and for the State of Ohio
My Commission has no expiration date
See Ohio Revised Code Section 147.03

This instrument prepared by

W. H. Altus
Attorney at Law

PAR. 62-E

DATE	THE DAYTON POWER AND LIGHT COMPANY FORM M-455 TITLE <i>R/W GREENE TO BEATTY HI LINE</i> <i>B MATTHESON 248.28 AC MS 5723, 8784</i> FOR <i>E 8819 MADISON TWP CLARK CO</i>	70016
DRAWN		SHEET OF SHEETS
CHECKED		
ENGINEER		
APPROVED		SCALE
APPROVED		REV.



NOTE R/W DIMENSIONS FROM
AERIAL SURVEY UNLESS
OTHERWISE NOTED

70016

Notes for Figure 6H-1—Typical Application 1

Work Beyond the Shoulder

Guidance:

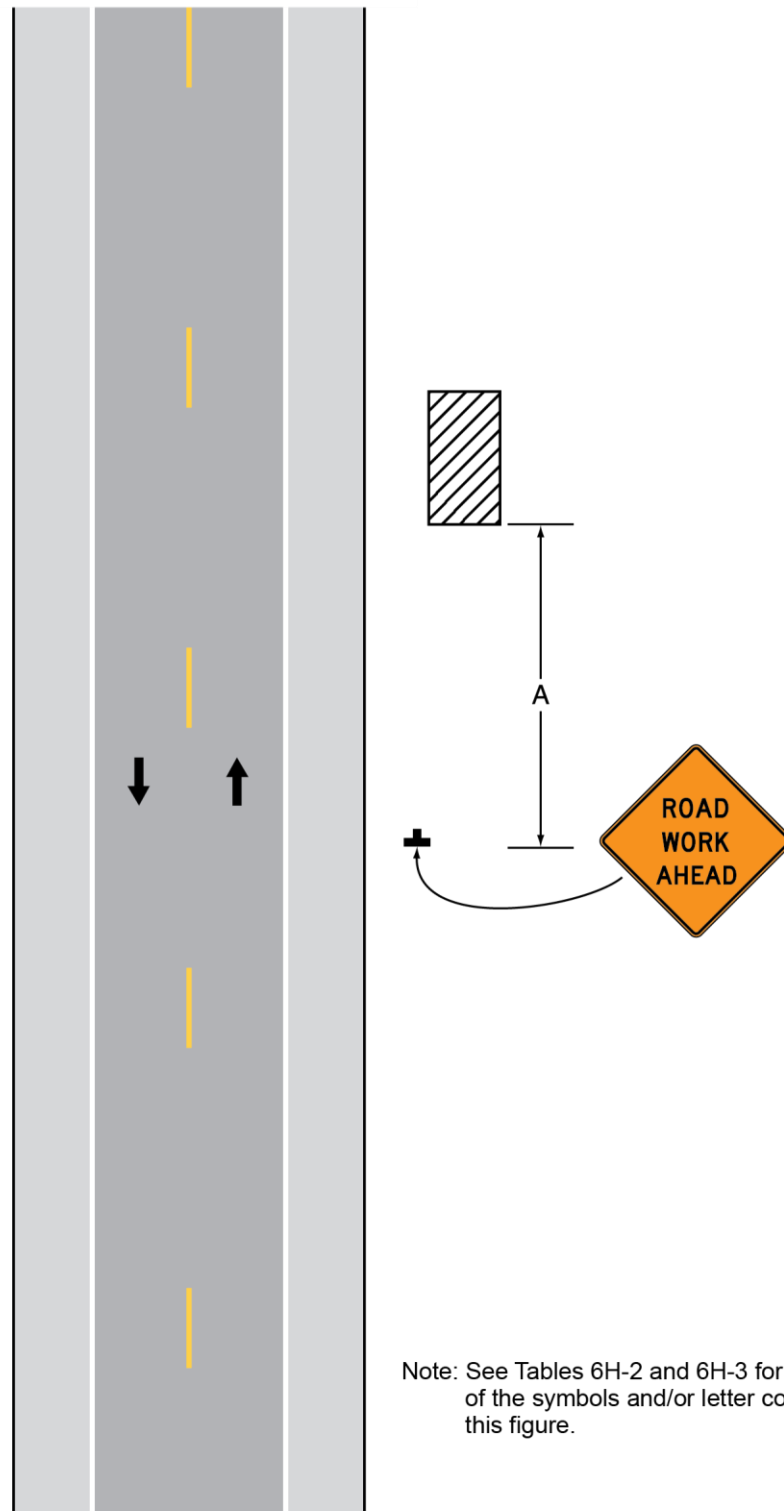
1. *If the work space is in the median of a divided highway, an advance warning sign should also be placed on the left side of the directional roadway.*

Option:

2. The ROAD WORK AHEAD sign may be replaced with other appropriate signs such as the SHOULDER WORK sign. The SHOULDER WORK sign may be used for work adjacent to the shoulder.
3. The ROAD WORK AHEAD sign may be omitted where the work space is behind a barrier, more than 24 inches behind the curb, or 15 feet or more from the edge of any roadway.
4. For short-term, short-duration or mobile operation, all signs and channelizing devices may be eliminated if a vehicle with activated high-intensity rotating, flashing, oscillating, or strobe lights is used.
5. Vehicle hazard warning signals may be used to supplement high-intensity rotating, flashing, oscillating, or strobe lights.

Standard:

6. **Vehicle hazard warning signals shall not be used instead of the vehicle's high-intensity rotating, flashing, oscillating, or strobe lights.**

Figure 6H-1. Work Beyond the Shoulder (TA-1)

Note: See Tables 6H-2 and 6H-3 for the meaning of the symbols and/or letter codes used in this figure.

Typical Application 1

Notes for Figure 6H-3—Typical Application 3

Work on the Shoulders

Guidance:

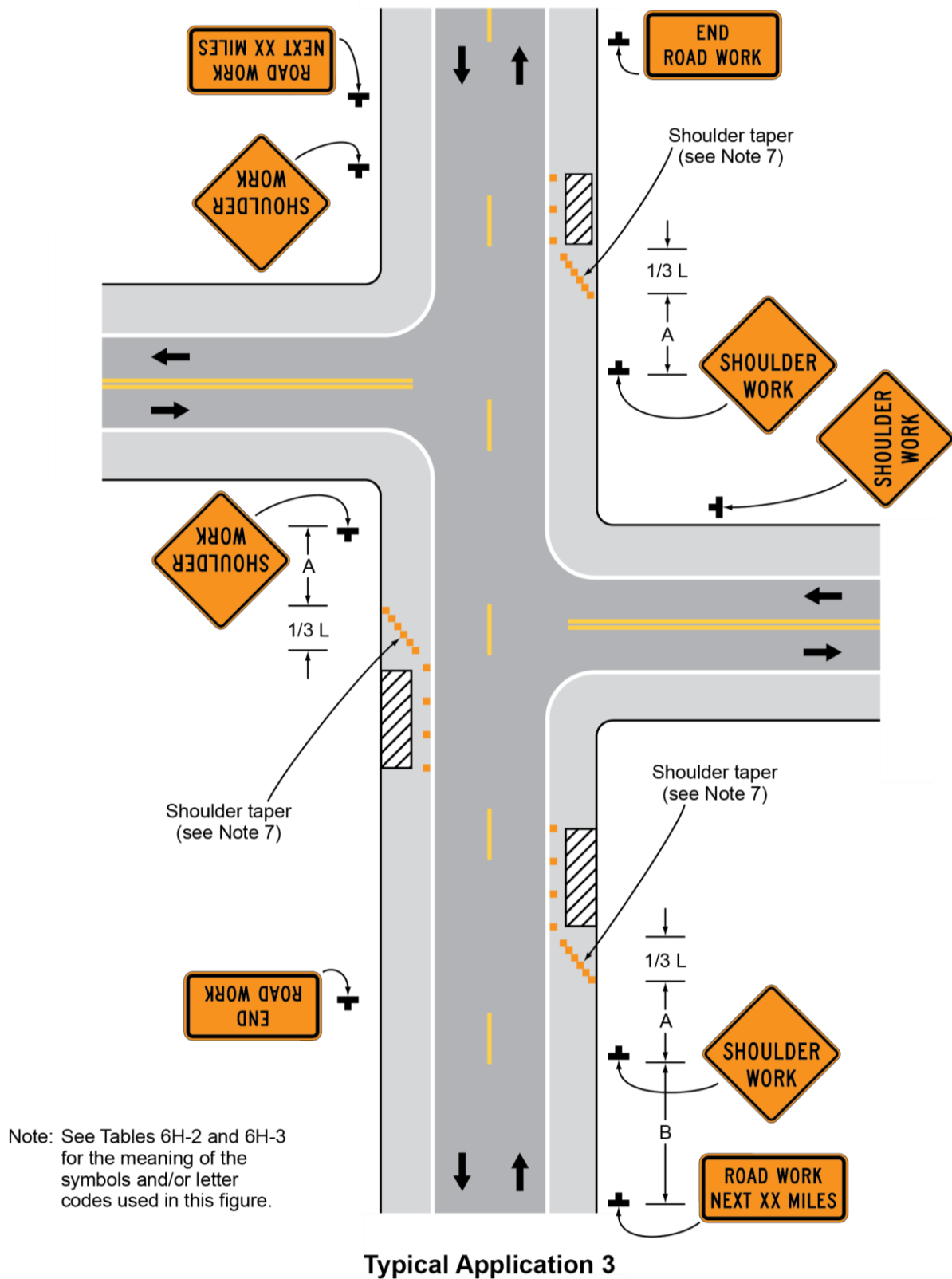
1. A *SHOULDER WORK* sign should be placed on the left side of the roadway for a divided or one-way street only if the left shoulder is affected.

Option:

2. The Workers symbol signs may be used instead of *SHOULDER WORK* signs.
3. The *SHOULDER WORK AHEAD* sign on an intersecting roadway may be omitted where drivers emerging from that roadway will encounter another advance warning sign prior to this activity area.
4. For short-duration operations of 60 minutes or less, all signs and channelizing devices may be eliminated if a vehicle with activated high-intensity rotating, flashing, oscillating, or strobe lights is used.
5. Vehicle hazard warning signals may be used to supplement high-intensity rotating, flashing, oscillating, or strobe lights.

Standard:

6. **Vehicle hazard warning signals shall not be used instead of the vehicle's high-intensity rotating, flashing, oscillating, or strobe lights.**
7. **When paved shoulders having a width of 8 feet or more are closed, at least one advance warning sign shall be used. In addition, channelizing devices shall be used to close the shoulder in advance to delineate the beginning of the work space and direct vehicular traffic to remain within the traveled way.**

Figure 6H-3. Work on the Shoulders (TA-3)

**This foregoing document was electronically filed with the Public Utilities
Commission of Ohio Docketing Information System on**

2/7/2024 3:57:35 PM

in

Case No(s). 23-0066-EL-BLN

Summary: Permit Issued The Ohio Department of Transportation ("ODOT") extended the completion date for the temporary driveway installation on the east side of Highway 41 in Clark County (Permit No. 7-140-23) to 12/31/2024. electronically filed by Miss Pamela Archer on behalf of The Dayton Power and Light Company d/b/a AES Ohio.