The Township of Hamilton, Warren County, Ohio Board of Trustees met in regular session on November 4, 2026, at 6:00 p.m. at Hamilton Township, Warren County, Ohio, with the following Trustees present:

Mark Sousa - Trustee, *Board Chairman*
Darryl Cordrey – Trustee, *Vice Chairman*
Joe Rozzi – Trustee

Mr. Sousa presented the following Resolution and moved its adoption:

HAMILTON TOWNSHIP, WARREN COUNTY, OHIO
RESOLUTION NUMBER 26-1104A

A RESOLUTION ESTABLISHING THE ARBORS AT GRANDIN POND PHASE 3 (EAST) LIGHTING DISTRICT PURSUANT TO OHIO REVISED CODE CHAPTER 515

WHEREAS, pursuant to R.C. 515.02 and 515.03, Grandin Road Development, LLC ("Petitioner") filed a petition (the "Petition") with the Hamilton Township Board of Trustees to establish a lighting district in the Phase 3 development in The Arbors of Grandin Pond subdivision within the unincorporated territory of Hamilton Township;

WHEREAS, the proposed lighting district spans approximately twenty (20) acres of real property owned by Petitioner (designated Warren County Auditor's Parcel ID 1605100020) (the "Property"), as more particularly described and depicted in Exhibit A to this Resolution;

WHEREAS, specifications for the locations, number and type of lights in the proposed lighting district are described and depicted in Exhibit A to this Resolution;

WHEREAS, Duke Energy Corporation has provided the Township with a Lighting Service Agreement for the provision of necessary lighting equipment and electric utility services in the proposed lighting district, which Agreement is attached as Exhibit A to this Resolution; and

WHEREAS, the Board of Trustees held a public hearing on the Petition during the Board's regular public meeting on November 4, 2026 and determined the necessity of the proposed lighting improvements set forth in the Petition.

NOW THEREFORE, be it resolved by the Hamilton Township Board Township Trustees, Warren County, Ohio:

SECTION 1. The Board finds the lighting improvements proposed in the Petition are necessary for the use and enjoyment of the Property and will result in both general and special

benefits to the Property so lighted. As such, the Board hereby establishes the "The Arbors at Grandin Pond East District" in accordance with the Petition, and as more particularly described and depicted in Exhibit A to this Resolution.

SECTION 2. The Board authorizes the Township's entrance into the Lighting Service Agreement with Duke Energy Corporation, in substantially the same form as the attached Exhibit A, for the implementation of the Arbors at Grandin Pond East Lighting District. The Township Administrator is hereby authorized to execute the Lighting Service Agreement and any other necessary documentation on the Township's behalf.

SECTION 3. One hundred percent (100%) of the costs incurred by the Township to furnish and maintain the lights in the Arbors at Grandin Pond East District shall be assessed to the owner(s) of the real property benefitted by said lighting district, in accordance with R.C. 515.08.

SECTION 4. The Board shall cause to be certified to the Warren County Auditor the boundaries of the Arbors at Grandin Pond East District, along with assessments for lighting therein as set forth in Section 3 above. The Auditor shall thereafter annually place such lighting assessments upon the tax duplicate, to be collected from the owner(s) of the real property benefitted from said fighting district in equal annual installments for such year, in accordance with R.C. 515.08 and 515.11.

WARREN COUNTY, OHIO **5.** The Arbors at Grandin Pond East District assessments hereafter collected pursuant to this Resolution shall go into the Township Lighting District Fund and shall be used by the Board only for the purposes for which they were levied and collected.

SECTION 6. This Resolution shall take effect on the earliest date allowed by law.

Mr. Cordrey seconded the Resolution and the following being called upon the question of its adoption, the vote resulted as follows:

Joseph P. Rozzi –	Aye ✓	Nay _____
Mark Sousa	Aye ✓	Nay _____
Darryl Cordrey	Aye ✓	Nay _____

Resolution adopted this 4th day of November, 2026.

Attest:

Leah Elliott

Leah M. Elliott, *Fiscal Officer*

Approved as to form:

Ben Yoder

Benjamin J. Yoder, *Law Director*

I, Leah M. Elliott, Fiscal Officer of Hamilton Township, Warren County, Ohio, hereby certify that this is a true and accurate copy of a Resolution duly adopted by the Board of November 4, 2026.

Date: 11/4/2026

Leah Elliott

Leah M. Elliott, *Fiscal Officer*

PETITON FOR STREET LIGHTING DISTRICT IN HAMILTON TOWNSHIP, WARREN COUNTY, OHIO
(Ohio Revised Code Section 515.02, 515.03)

By my signature below, I represent to the Hamilton Township Board of Trustees that: 1) I have seen a plat showing the proposed lighting district metes and bounds, a copy of which is attached, and a tentative placement of street lights; 2) I am an owner of real estate included in the proposed lighting district; 3) I have seen a picture of the type of light fixture and pole being requested 4) I have seen an itemization of total costs estimated by Duke Energy and understand that the total costs of maintaining the proposed lights and lighting are divided among all property owners and assessed in semi-annual installments on my property tax bill, and as a developer, I agree to pay for the cost of street lighting until such time as lots are subdivided and placed on the tax duplicate; 5) I waive all claims for compensation and damages for lands necessarily appropriated for the purpose of supporting and maintaining such lights; 6) I understand that my signature is legally binding for purposes of scheduling a public hearing on this lighting district; and 7) I am in favor of this lighting district and request that the Hamilton Township Board of Trustees establish said lighting district.

SUBDIVISON NAME: The Arbors at Grandin Pond Phase 3

Submitted By: Ed Fay

NAME – *(JOINT OWNERS IF APPLICABLE)*	LOT NUMBER	PARCEL ID# (Tax ID#)	MAILING ADDRESS
Arbors East Development, LLC	119	1605100020	7861 E. Kemper Road Cincinnati, OH 45249
Arbors East Development, LLC	120		7861 E. Kemper Road Cincinnati, OH 45249
Arbors East Development, LLC	121		7861 E. Kemper Road Cincinnati, OH 45249
Arbors East Development, LLC	122		7861 E. Kemper Road Cincinnati, OH 45249
Arbors East Development, LLC	123		7861 E. Kemper Road Cincinnati, OH 45249
Arbors East Development, LLC	124		7861 E. Kemper Road Cincinnati, OH 45249
Arbors East Development, LLC	125		7861 E. Kemper Road Cincinnati, OH 45249
Arbors East Development, LLC	126		7861 E. Kemper Road Cincinnati, OH 45249
Arbors East Development, LLC	127		7861 E. Kemper Road Cincinnati, OH 45249
Arbors East Development, LLC	128		7861 E. Kemper Road Cincinnati, OH 45249
Arbors East Development, LLC	129		7861 E. Kemper Road Cincinnati, OH 45249
Arbors East Development, LLC	130		7861 E. Kemper Road Cincinnati, OH 45249

NAME – *(JOINT OWNERS IF APPLICABLE)*	LOT NUMBER	PARCEL ID# (Tax ID#)	MAILING ADDRESS
Arbors East Development, LLC	131		7861 E. Kemper Road Cincinnati, OH 45249
Arbors East Development, LLC	132		7861 E. Kemper Road Cincinnati, OH 45249
Arbors East Development, LLC	133		7861 E. Kemper Road Cincinnati, OH 45249
Arbors East Development, LLC	134		7861 E. Kemper Road Cincinnati, OH 45249
Arbors East Development, LLC	135		7861 E. Kemper Road Cincinnati, OH 45249
Arbors East Development, LLC	136		7861 E. Kemper Road Cincinnati, OH 45249
Arbors East Development, LLC	137		7861 E. Kemper Road Cincinnati, OH 45249
Arbors East Development, LLC	138		7861 E. Kemper Road Cincinnati, OH 45249
Arbors East Development, LLC	139		7861 E. Kemper Road Cincinnati, OH 45249
Arbors East Development, LLC	140		7861 E. Kemper Road Cincinnati, OH 45249
Arbors East Development, LLC	141		7861 E. Kemper Road Cincinnati, OH 45249
Arbors East Development, LLC	142		7861 E. Kemper Road Cincinnati, OH 45249
Arbors East Development, LLC	143		7861 E. Kemper Road Cincinnati, OH 45249
Arbors East Development, LLC	144		7861 E. Kemper Road Cincinnati, OH 45249
Arbors East Development, LLC	145		7861 E. Kemper Road Cincinnati, OH 45249
Arbors East Development, LLC	146		7861 E. Kemper Road Cincinnati, OH 45249
Arbors East Development, LLC	147		7861 E. Kemper Road Cincinnati, OH 45249
Arbors East Development, LLC	148		7861 E. Kemper Road Cincinnati, OH 45249
Arbors East Development, LLC	149		7861 E. Kemper Road Cincinnati, OH 45249
Arbors East Development, LLC	150		7861 E. Kemper Road Cincinnati, OH 45249
Arbors East Development, LLC	151		7861 E. Kemper Road Cincinnati, OH 45249
Arbors East Development, LLC	152		7861 E. Kemper Road Cincinnati, OH 45249
Arbors East Development, LLC	153		7861 E. Kemper Road Cincinnati, OH 45249

NAME – *(JOINT OWNERS IF APPLICABLE)*	LOT NUMBER	PARCEL ID# (Tax ID#)	MAILING ADDRESS
Arbors East Development, LLC	154		7861 E. Kemper Road Cincinnati, OH 45249
Arbors East Development, LLC	155		7861 E. Kemper Road Cincinnati, OH 45249
Arbors East Development, LLC	156		7861 E. Kemper Road Cincinnati, OH 45249
Arbors East Development, LLC	157		7861 E. Kemper Road Cincinnati, OH 45249
Arbors East Development, LLC	158		7861 E. Kemper Road Cincinnati, OH 45249
Arbors East Development, LLC	159		7861 E. Kemper Road Cincinnati, OH 45249
Arbors East Development, LLC	160		7861 E. Kemper Road Cincinnati, OH 45249
Arbors East Development, LLC	161		7861 E. Kemper Road Cincinnati, OH 45249
Arbors East Development, LLC	162		7861 E. Kemper Road Cincinnati, OH 45249
Arbors East Development, LLC	163		7861 E. Kemper Road Cincinnati, OH 45249
Arbors East Development, LLC	164		7861 E. Kemper Road Cincinnati, OH 45249
Arbors East Development, LLC	165		7861 E. Kemper Road Cincinnati, OH 45249
Arbors East Development, LLC	166		7861 E. Kemper Road Cincinnati, OH 45249
Arbors East Development, LLC	167		7861 E. Kemper Road Cincinnati, OH 45249
Arbors East Development, LLC	168		7861 E. Kemper Road Cincinnati, OH 45249
Arbors East Development, LLC	169		7861 E. Kemper Road Cincinnati, OH 45249
Arbors East Development, LLC	170		7861 E. Kemper Road Cincinnati, OH 45249
Arbors East Development, LLC	171		7861 E. Kemper Road Cincinnati, OH 45249
Arbors East Development, LLC	172		7861 E. Kemper Road Cincinnati, OH 45249
Arbors East Development, LLC	173		7861 E. Kemper Road Cincinnati, OH 45249
Arbors East Development, LLC	174		7861 E. Kemper Road Cincinnati, OH 45249

Subdivision | Parking Lot

Here's what you chose:



Traditional Edit

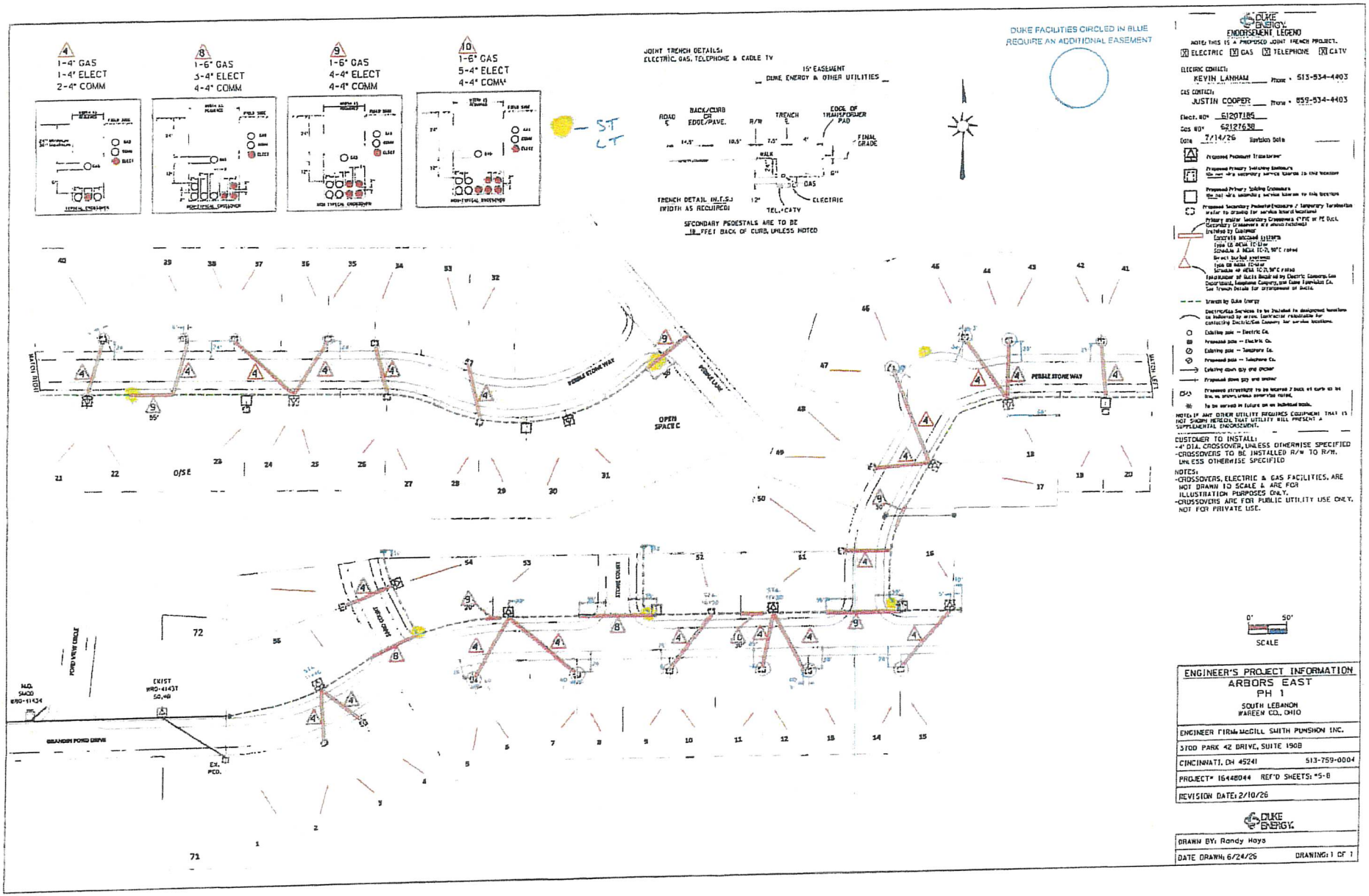


Pole Style A Edit

Previous | Take Next Step

Cancel

Skip to Content



DUKE ENERGY.

ENDORSEMENT LEGEND

NOTE: THIS IS A PROPOSED JOINT TRENCH PROJECT.

[X] ELECTRIC [Y] GAS [X] TELEPHONE [X] CATV

ELECTRIC CONTACT: KEVIN LANHAM Phone: 513-534-4403

GAS CONTACT: JUSTIN COOPER Phone: 859-534-4403

Elect. #D#: 61207185

Gas #D#: 62127638

Date: 7/14/26 Revision Date

Proposed Pedestal Transformer

Proposed Primary Switching Enclosure (Do not show secondary service risers on this location)

Proposed Primary Splicing Crossover (Do not show secondary service risers on this location)

Proposed Secondary Pedestal Enclosure / Temporary Termination Point for Stubbing for Service Riser Locations

Primary and/or Secondary Crossovers (Type or PE Duct)

Installed by Customer

Concrete encased systems

Type EB 4Ø36 Trench

2Ø4x4in 2 Ø36 EB-20, 90°C rated

Direct buried systems

Type EB 4Ø36 Trench

3Ø4x4in 4Ø36 EB-20, 90°C rated

Termination of Ducts Required by Electric Company, Gas Company(ies), Telephone Company, and Cable Television Co. See Trench Details for Arrangement of Ducts.

Trench by Duke Energy

Electric/Gas Services to be Installed in designated locations as indicated by Duke. Contractor responsible for contacting Electric/Gas Company for service locations.

Existing pole — Electric Co.

Proposed pole — Electric Co.

Existing pole — Telephone Co.

Proposed pole — Telephone Co.

Existing down guy and anchor

Proposed down guy and anchor

Proposed streetlight to be located 2 feet off curb as per Duke Energy standard, unless otherwise noted.

To be served in future on an individual basis.

NOTE: IF ANY OTHER UTILITY REQUIRES EQUIPMENT THAT IS NOT SHOWN HEREON, THAT UTILITY WILL PRESENT A SUPPLEMENTAL ENDORSEMENT.

CUSTOMER TO INSTALL:
-4" DIA. CROSSOVER, UNLESS OTHERWISE SPECIFIED
-CROSSOVERS TO BE INSTALLED R/W TO R/W, UNLESS OTHERWISE SPECIFIED

NOTES:
-CROSSOVERS, ELECTRIC & GAS FACILITIES, ARE NOT DRAWN TO SCALE & ARE FOR ILLUSTRATION PURPOSES ONLY.
-CROSSOVERS ARE FOR PUBLIC UTILITY USE ONLY, NOT FOR PRIVATE USE.

ENGINEER'S PROJECT INFORMATION

ARBORS EAST
PH 1
SOUTH LEBANON
WARREN CO., OHIO

ENGINEER FIRM: McGILL SMITH PUNSHON INC.
3700 PARK 42 DRIVE, SUITE 190B
CINCINNATI, OH 45241 513-759-0004
PROJECT# 16448044 REF'D SHEETS: *5-8
REVISION DATE: 2/10/26

DUKE ENERGY.

DRAWN BY: Randy Hays
DATE DRAWN: 6/24/26 DRAWING: 1 OF 1

DEED REFERENCE:

SITUATED IN MILITARY SURVEY No. 1548, HAMILTON TOWNSHIP, WARREN COUNTY, OHIO, AND BEING A SUBDIVISION CONTAINING 20.2605 ACRES, BEING PART OF A 44.3499 ACRE TRACT IN THE NAME OF ARBORS EAST DEVELOPMENT, LLC AS DESCRIBED IN DEED DOCUMENT NO. 2025-024858 OF WARREN COUNTY, OHIO RECORDERS OFFICE.

DEDICATION:

WE, THE UNDERSIGNED, BEING ALL THE OWNERS AND LIEN HOLDERS OF THE LANDS HEREIN PLATTED, DO HEREBY VOLUNTARILY CONSENT TO THE EXECUTION OF THE SAID PLAT AND DO DEDICATE THE STREETS, PARKS, OR PUBLIC GROUNDS AS SHOWN HEREON TO THE PUBLIC USE FOREVER.

ANY "PUBLIC SANITARY SEWERY EASEMENT" AS SHOWN ON THIS PLAT IS GRANTED IN FAVOR OF THE WARREN COUNTY BOARD OF COUNTY COMMISSIONERS. THE EASEMENT GRANTS WARREN COUNTY, ITS EMPLOYEES OR AGENTS, THE RIGHT TO ACCESS, SURVEY, CONSTRUCT, USE, OPERATE, INSPECT, MAINTAIN, REPAIR, REPLACE, AND REMOVE SANITARY SEWERS, FORCE MAINS, PUMP STATIONS, AND ALL NECESSARY RELATED ABOVE AND BELOW GROUND APPURTENANCES AND FOR THE EXPRESS PRIVILEGE OF CUTTING, TRIMMING OR REMOVING ANY AND ALL TREES OR OTHER OBSTRUCTIONS WITHIN SAID EASEMENT, OR IMMEDIATELY ADJACENT THERETO, TO THE FREE USE OF SAID EASEMENTS AND FOR PROVIDING INGRESS AND EGRESS TO THE PROPERTY FOR SAID PURPOSES AND ARE TO BE MAINTAINED FOR PUBLIC USE FOREVER. NO BUILDING OR OTHER STRUCTURES MAY BE BUILT WITHIN SAID EASEMENTS, NOR MAY THE EASEMENT AREA BE PHYSICALLY ALTERED SO AS TO (1) REDUCE CLEARANCES OF OTHER OVERHEAD OR UNDERGROUND FACILITIES; (2) MODIFY THE AMOUNT OF COVER OVER THE UTILITY LINES; (3) IMPAIR THE ABILITY TO MAINTAIN THE FACILITIES OR (4) CREATE A HAZARD.

ANY "PUBLIC UTILITY EASEMENTS" AS SHOWN ON THIS PLAT ARE FOR THE PLACEMENT OF PUBLIC UTILITIES, SIDEWALKS, AND TRAILS, AND FOR THE MAINTENANCE AND REPAIR OF SAID UTILITIES, SIDEWALKS, AND TRAILS. THIS EASEMENT AND ALL OTHER EASEMENTS SHOWN ON THIS PLAT, UNLESS DESIGNATED FOR A SPECIFIC PURPOSE, ARE FOR THE CONSTRUCTION, OPERATION, MAINTENANCE, REPAIR, REPLACEMENT OR REMOVAL OF WATER, SEWER, GAS, ELECTRIC, TELEPHONE, CABLE TELEVISION, OR OTHER UTILITY LINES OR SERVICES, SIDEWALKS, TRAILS, STORMWATER DISPOSAL AND FOR THE EXPRESS PRIVILEGE OF CUTTING, TRIMMING OR REMOVING ANY AND ALL TREES OR OTHER OBSTRUCTIONS WITHIN SAID EASEMENT, OR IMMEDIATELY ADJACENT THERETO, TO THE FREE USE OF SAID EASEMENTS OR ADJACENT STREETS AND FOR PROVIDING INGRESS AND EGRESS TO THE PROPERTY FOR SAID PURPOSES AND ARE TO BE MAINTAINED AS SUCH FOREVER. NO BUILDING OR OTHER STRUCTURES MAY BE BUILT WITHIN SAID EASEMENTS, NOR MAY THE EASEMENT AREA BE PHYSICALLY ALTERED SO AS TO (1) REDUCE CLEARANCES OF EITHER OVERHEAD OR UNDERGROUND FACILITIES; (2) IMPAIR THE LAND SUPPORT OF SAID FACILITIES; (3) IMPAIR THE ABILITY TO MAINTAIN THE FACILITIES OR (4) CREATE A HAZARD.

THE ABOVE PUBLIC UTILITY EASEMENTS ARE FOR THE BENEFIT OF ALL PUBLIC UTILITY SERVICE PROVIDERS, INCLUDING, BUT NOT LIMITED TO DUKE ENERGY OHIO/KENTUCKY, INC.

GRANT OF EASEMENT:

FOR VALUABLE CONSIDERATION, WE, THE UNDERSIGNED ("GRANTOR") DO HEREBY PERMANENTLY GRANT TO DUKE ENERGY OHIO/KENTUCKY, INC. AND THEIR PARENT ENTITY (OR ENTITY CONTROLLING BOTH ENTITIES), THEIR RESPECTIVE SUBSIDIARIES OR AFFILIATE ENTITIES, AND ANY OTHER PROVIDER OF UTILITY SERVICES ("GRANTEE"), THEIR SUCCESSORS AND ASSIGNS, FOREVER, NON-EXCLUSIVE EASEMENTS, AS SHOWN ON THE WITHIN PLAT AND DESIGNATED AS "UTILITY EASEMENTS" FOR THE CONSTRUCTION, OPERATION, MAINTENANCE, REPAIR, OR REPLACEMENT OF ANY AND ALL NECESSARY FIXTURES FOR THE OVERHEAD OR UNDERGROUND DISTRIBUTION OF GAS, ELECTRIC, TELEPHONE, TELECOMMUNICATIONS OR OTHER UTILITIES ("GRANTEE FACILITIES" OR "FACILITIES"). THE GRANTEE SHALL HAVE THE RIGHT OF INGRESS AND EGRESS, AND ALSO THE RIGHT TO CUT, TRIM OR REMOVE ANY TREES, UNDERGROWTH OR OVERHANGING BRANCHES WITHIN THE UTILITY EASEMENTS OR IMMEDIATELY ADJACENT THERETO. NO BUILDINGS OR OTHER STRUCTURES MAY BE BUILT WITHIN THE UTILITY EASEMENTS AREA, NOR MAY THE UTILITY EASEMENTS AREA BE PHYSICALLY ALTERED TO (1) REDUCE THE CLEARANCES OF OTHER OVERHEAD OR UNDERGROUND FACILITIES; (2) IMPAIR THE LAND SUPPORT OF GRANTEE FACILITIES; (3) IMPAIR THE ABILITY TO MAINTAIN THE FACILITIES OR; (4) CREATE A HAZARD. TO HAVE AND TO HOLD THE EASEMENT FOREVER. WE ACKNOWLEDGE HAVING THE FULL POWER TO CONVEY THIS UTILITY EASEMENT AND WILL DEFEND THE SAME AGAINST ALL CLAIMS.

ALSO HEREBY GRANTED TO DUKE ENERGY OHIO/KENTUCKY, INC. AND ITS SUBSIDIARIES, SUCCESSORS, AND ASSIGNS IS THE RIGHT TO LATERALLY EXTEND, REPAIR, AND MAINTAIN NATURAL GAS SERVICES TO SERVE INDIVIDUAL LOTS AS CONSTRUCTED BY THE ORIGINAL BUILDER ALLOWING DISTURBANCE ONLY OVER EXISTING SERVICE LINES NECESSARY FOR THE REPAIR ONLY ON THE LOT ON WHICH THE SERVICE IS LOCATED. RECONSTRUCTION OR RELOCATION IS PERMISSIBLE ONLY WITH THE WRITTEN PERMISSION OF THE PARCEL OWNER AND SAID UTILITY PROVIDER TO A MUTUALLY AGREEABLE LOCATION. NO PART OF THE UTILITY EASEMENTS SHALL ENCUMBER EXISTING BUILDINGS OR ADJOINING LOTS.

OWNER: ARBORS EAST DEVELOPMENT, LLC

____

PRINTED NAME ______________ TITLE

STATE OF OHIO
COUNTY OF ______________

BE IT REMEMBERED THAT ON THIS ___ DAY OF ______________, 20__, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED ______________ (NAME) WHO IS THE ______________ (TITLE) OF THE ARBORS EAST DEVELOPMENT, LLC WHO, ON BEHALF OF SAID COMPANY, ACKNOWLEDGED THE SIGNING AND EXECUTION OF THIS PLAT TO BE HIS VOLUNTARY ACT AND DEED.

IN TESTIMONY WHEREOF, I HAVE SET MY HAND AND AFFIXED MY NOTARY SEAL ON THE DAY AND DATE WRITTEN ABOVE.

______________ NOTARY PUBLIC ______________ MY COMMISSION EXPIRES

LIEN HOLDER:

BY: CLAYTON PROPERTIES GROUP, INC. dba ARBOR HOMES

PRINTED: ______________

TITLE: ______________

COUNTY OF ______________ } SS:
STATE OF ______________ }

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS ______ DAY OF ______________ 20____, BY CRAIG BROCKMAN THE PRESIDENT CINCINNATI AND DAYTON DIVISIONS, OF CLAYTON PROPERTIES GROUP, INC. dba ARBOR HOMES, WHO ACKNOWLEDGED THE SIGNING AND EXECUTION OF THE FOREGOING PLAT TO BE HIS VOLUNTARY ACT AND DEED ON BEHALF OF SAID COMPANY OR CORPORATION.

IN TESTIMONY WHEREOF, I HAVE SET MY HAND AND NOTARIAL SEAL ON THE DAY AND DATE ABOVE.

______________ NOTARY PUBLIC ______________ MY COMMISSION EXPIRES

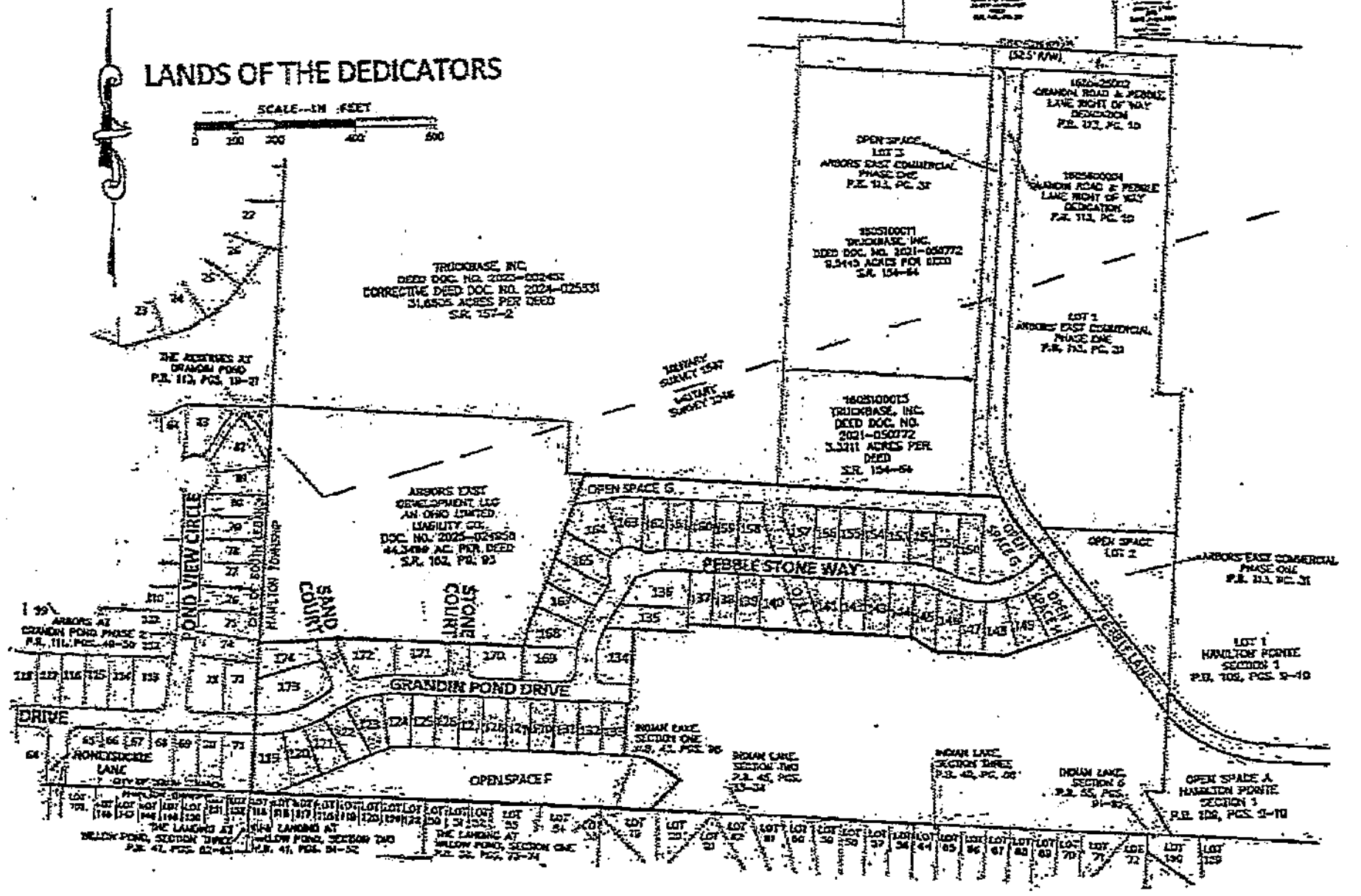
RESTRICTIONS ON HOMEOWNERS ASSOCIATION (H.O.A.) DRAINAGE EASEMENTS:

THE HAMILTON TOWNSHIP OF OHIO DOES NOT ACCEPT ANY HOME OWNERS ASSOCIATION DRAINAGE EASEMENTS SHOWN ON THE ACCOMPANYING PLAT, AND HAMILTON, OHIO IS NOT OBLIGATED TO MAINTAIN OR REPAIR ANY CHANNELS OR INSTALLATIONS IN SAID EASEMENTS. THE EASEMENT AREAS ON THE ACCOMPANYING PLAT SHALL BE MAINTAINED CONTINUOUSLY BY THE ARBORS AT GRANDIN POND HOMEOWNERS ASSOCIATION. WITHIN THE EASEMENT AREA, NO STRUCTURE, PLANTING, OR OTHER MATERIALS SHALL BE PLACED OR PERMITTED TO REMAIN WHICH MAY OBSTRUCT, RETARD, OR CHANGE THE FLOW THROUGH THE WATER COURSE. EASEMENTS ARE ALSO TO PROVIDE INGRESS & EGRESS FOR SAID PURPOSES AND ARE TO BE MAINTAINED AS SUCH FOREVER.

LANDS OF THE DEDICATORS

SCALE—1in. = 200 FEET

0 100 200 400 800



CONSERVATION EASEMENT:

EACH LOT (LOT 135) ON WHICH IS PLACED IN THIS SUBDIVISION SHALL BE SUBJECT TO THE BELOW LISTED CONSERVATION EASEMENT PROVISIONS AND RESTRICTIONS, WHICH SHALL BE MAINTAINED AS PERPETUAL OPEN SPACE AS A NATURAL RESOURCE PROTECTION AREA INTENDED SOLELY TO SERVE FOR WILDLIFE HABITAT PRESERVATION AND ADJACENT PROPERTY BUFFER SCREENING PURPOSES. ENFORCEMENT OF THIS CONSERVATION EASEMENT SHALL BE BY THE HOME OWNERS ASSOCIATION. REQUIRED MAINTENANCE BY THE LOT OWNER WITHIN THE AREA SO DESIGNATED ON THEIR LOT IS AS FOLLOWS:

1. THE ERADICATION OF DENSE INVASIVE GROUND VEGETATION, INCLUSIVE OF NOXIOUS WEEDS (FOR PURPOSES HEREIN, THE DEFINITION OF NOXIOUS WEEDS SHALL BE THE SAME AS THAT IN OHIO REVISED CODE SECTION 5579.04), WHICH DOES NOT PROVIDE DESIRABLE RESIDENTIAL BUFFER SCREENING FROM ADJACENT FARMLAND OR OTHER RESIDENTIAL USES;
2. THE REPLACEMENT OF GROUND VEGETATION WITH WILD FLOWERS, PERENNIAL BEDS, EVERGREEN TREES, SHRUBS, AND/OR GROUND COVER OR OTHER COMPARABLE VEGETATION NOT CONSIDERED A NOXIOUS WEED;
3. THE REMOVAL OF DEAD, FALLEN, OR DISEASED TREES OR ANY FOUND INFESTED WITH INSECTS DETERMINED BY APPLICABLE STATE OR FEDERAL AUTHORITY TO BE TOO THREATENING AND DETRIMENTAL TO REMAIN; AND
4. THE TRIMMING OF TREES AND SHRUBS TO PREVENT OVERGROWTH, BUT THE TOTAL CLEARING OF TREES AND SHRUBS IS PROHIBITED UNLESS THAT WHICH IS REMOVED IS OTHERWISE REPLACED OR SUPPLEMENTED SO AS TO BE RESTORED TO THE SAME OR GREATER DEGREE OF VEGETATIVE GROWTH SUITABLE FOR BUFFERING AND WILDLIFE PURPOSES.

NO STRUCTURE OF ANY KIND MAY BE LOCATED, PLACED, OR PERMITTED TO REMAIN WITHIN THE CONSERVATION EASEMENT.

THE CONSERVATION EASEMENT SHALL REMAIN IN PLACE AND RUN WITH THE LAND AND SHALL NOT BE TERMINATED VOLUNTARILY OR BY OPERATION OF LAW, REGARDLESS OF FUTURE LOT OWNERSHIP, AND MAY ONLY BE MODIFIED UPON APPLICATION AND APPROVAL BY THE PLANNING AUTHORITY HAVING JURISDICTION.

DRAINAGE STATEMENT:

UNLESS OTHERWISE DESIGNATED ON THIS PLAT, A FIFTEEN (15) FOOT WIDE DRAINAGE EASEMENT SHALL EXIST ALONG ALL COMMON REAR LOT LINES, AND A TEN (10) FOOT WIDE DRAINAGE EASEMENT SHALL EXIST ALONG ALL COMMON SIDE LOT LINES, WITH THE COMMON LINE BEING THE CENTERLINE OF SAID EASEMENT.

THE EASEMENT AREAS SHALL BE MAINTAINED CONTINUOUSLY BY THE LOT OWNER(S). WITHIN THE EASEMENTS, NO STRUCTURE, PLANTING, FENCING, CULVERT, OR OTHER MATERIAL SHALL BE PLACED OR PERMITTED TO REMAIN WHICH MAY OBSTRUCT, RETARD, OR DIVERT THE FLOW THROUGH THE WATERCOURSE. EASEMENTS SHOWN ON THIS PLAT AND DESIGNATED AS DRAINAGE EASEMENTS ARE DEDICATED TO THE HOMEOWNERS ASSOCIATION OF ARBORS AT GRANDIN POND, OR ALL LOT OWNERS.

THE WARREN COUNTY COMMISSIONERS AND THE BOARD OF TOWNSHIP TRUSTEES ASSUME NO LEGAL OBLIGATION TO MAINTAIN OR REPAIR ANY OPEN DRAIN, DITCHES, OR WATERCOURSE WITHIN THE EASEMENT AREA UNLESS NOTED OTHERWISE ON THIS PLAT. HOWEVER, WHEN THE PLATTED RIGHT-OF-WAY AREA HAS BEEN PREVIOUSLY ACCEPTED FOR PUBLIC MAINTENANCE BY RESOLUTION OF THE BOARD OF TRUSTEES, THE BOARD OF TRUSTEES OR THEIR REPRESENTATIVES MAY ENTER UPON AND INSPECT THE EASEMENT AREAS AND, IN ACCORDANCE WITH SECTION 5509.06 OF THE OHIO REVISED CODE, MAY REMOVE OR CAUSE THE REMOVAL OF AN OBSTRUCTION ADVERSELY IMPACTING AN AREA WITHIN THE PUBLIC RIGHT-OF-WAY.

UNTIL THE EXPIRATION OF THE DEVELOPERS PUBLIC IMPROVEMENT MAINTENANCE BONDING PERIOD, THE DEVELOPER (OR THEIR AGENTS) RESERVES THE RIGHT TO ENTER UPON ALL LOTS TO ESTABLISH OR RE-ESTABLISH DRAINAGE SWALES WITHIN ALL DRAINAGE EASEMENTS FOR THE PURPOSE OF CONTROLLING AND DIRECTING STORMWATER TO COLLECTION FACILITIES OR DRAINAGE CHANNELS.

THE PUBLIC-MAINTAINED PORTION OF THE STORM SEWER SYSTEM WILL INCLUDE STORM DRAINS, CULVERTS, AND/OR DITCHES LOCATED WITHIN EITHER THE PUBLIC RIGHT-OF-WAY OR THE PUBLIC UTILITY EASEMENT AREA ADJACENT TO THE ROAD RIGHT-OF-WAY, WITH THE EXCEPTION OF SUMP MAINS AND CULVERTS FOR PRIVATE DRIVEWAYS. WHERE, IN LIEU OF AN OPEN DITCH, A DEVELOPER, BUILDER, OR LOT OWNER INSTALLS A STORM DRAIN ON PRIVATE PROPERTY, THE STORM DRAIN SHALL BE DESIGNATED BY A PROFESSIONAL ENGINEER TO ENSURE THAT NEITHER THIS PROPERTY OR ADJACENT PROPERTIES ARE NEGATIVELY IMPACTED, AND THE LOT OWNER(S) MUST NOTE THAT THEY ARE RESPONSIBLE FOR MAINTAINING THE STORM DRAIN UNLESS NOTED OTHERWISE ON THE PLAT.

STORMWATER MANAGEMENT:

STORMWATER MANAGEMENT AND BMP FACILITIES CONSTRUCTED TO SERVE THIS SUBDIVISION ARE SUBJECT TO THE TERMS AND CONDITIONS OF A STORMWATER MANAGEMENT/BMP MAINTENANCE COVENANT AS SET FORTH IN DOCUMENT NO. 2024-017675 OF THE RECORDS OF THE RECORDER OF WARREN COUNTY, OHIO.

RESTRICTIONS ON PRIVATE DRAINAGE EASEMENT:

HAMILTON TOWNSHIP ASSUMES NO LEGAL OBLIGATION TO MAINTAIN OR REPAIR ANY PRIVATE DRAINAGE EASEMENT OR "100 YEAR PERMANENT DRAINAGE EASEMENT" ON THIS PLAT. THE EASEMENT AREA OF EACH LOT AND ALL IMPROVEMENTS WITHIN IT SHALL BE MAINTAINED CONTINUOUSLY BY THE LOT OWNER. WITHIN THE EASEMENT, NO STRUCTURE, PLANTING, FENCING, CULVERT, GRADING, TOPSOIL, OR OTHER MATERIALS SHALL BE PLACED OR PERMITTED TO REMAIN WHICH MAY OBSTRUCT, RETARD, OR DIVERT THE FLOW THROUGH THE WATER COURSE.

SUBJECT TO HOME OWNERS ASSOCIATION RESTRICTIONS:

THE ENTIRE PROPERTY SHOWN HEREON AND ALL IMPROVEMENTS THEREON ARE SUBJECT TO THE ARBORS AT GRANDIN POND HOME OWNERS ASSOCIATION DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS AND LIENS, AS SET FORTH IN DOCUMENT NO. 2024-[illegible], OF THE RECORDS OF THE RECORDER OF WARREN COUNTY, OHIO, (INCLUDING ANY AMENDMENTS THERETO).

RESTRICTIONS ON SEWER EASEMENTS:

NO IMPROVEMENTS OF ANY KIND, EXCEPT STREET TREES, SHALL BE MADE ON SAID RIGHT-OF-WAY OF EASEMENT WHICH WOULD INTERFERE WITH ACCESS TO ANY PROPOSED SEWER, UTILITY, OR OTHER SERVICE IMPROVEMENT, PRESENT OR FUTURE, AND WARREN COUNTY SANITARY SHALL NOT BE RESPONSIBLE TO ANY PRESENT OR FUTURE OWNERS OF THE PROPERTY INDICATED ON THIS PLAT FOR ANY DAMAGE DONE ON SAID RIGHT-OF-WAY OR EASEMENTS TO SOD, SHRUBBERY, TREES, UNDERGROUND PIPES, WIRING OR SPRINKLERS, DRIVEWAYS, OR OTHER IMPROVEMENTS OTHER NATURAL OR ARTIFICIAL, BY REASON OF ENTERING FOR THE PURPOSE OF CONSTRUCTION, MAINTAINING, OR REPLACING SAID IMPROVEMENTS.

THE ARBORS AT GRANDIN POND	PHASE 3:
AREA IN LOTS	12.2316 ACRES
AREA IN OPEN SPACE	4.9688 ACRES
AREA IN R/W	3.0601 ACRES
TOTAL AREA	20.2605 ACRES

NOTES:

BEARINGS BASED ON U.S. STATE PLANE COORDINATES, OHIO SOUTH ZONE, 3402.

OCCUPATION IN GENERAL FITS SURVEY EXCEPT AS SHOWN.

MONUMENTS GENERALLY IN GOOD CONDITION UNLESS NOTED OTHERWISE.

MONUMENTATION WILL BE SET AFTER CONSTRUCTION IS COMPLETE IN ACCORDANCE WITH SECTION 711.03 OF THE OHIO SURVEYING LAWS.

ROADWAY	LENGTH
SAND COURT	152.71 L.F.
STONE COURT	114.00 L.F.
GRANDIN POND DRIVE	904.10 L.F.
PEBBLE STONE WAY	1425.22 L.F.

OWNER/DEVELOPER

ARBORS EAST DEVELOPMENT, LLC
7861 E. KEMPER ROAD
CINCINNATI, OHIO 45249
PHONE: 513-702-9419

SURVEYOR

McGILLSMITH PUNSHON INC.
3700 PARK 42 DRIVE, SUITE 190B
CINCINNATI, OHIO 45241
PHONE: 513-759-0004

SETBACK REQUIREMENTS

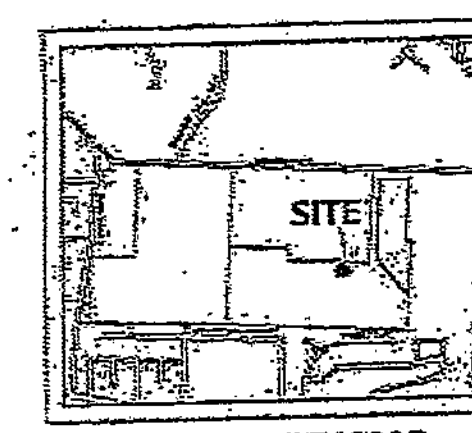
FRONT YARD SETBACK:	30 FEET
SIDE YARD SETBACK:	6 FEET
SIDE YARDS BOTH:	12 FEET
REAR YARD SETBACK:	30 FEET

CERTIFICATE OF SURVEYOR:

I HEREBY CERTIFY THAT THIS PLAT IS A TRUE AND COMPLETE SURVEY MADE UNDER MY SUPERVISION ON APRIL 4, 2026 AND THAT ALL MONUMENTS AND LOT CORNER PINS WILL BE SET AFTER CONSTRUCTION IS COMPLETE AS SHOWN.

______________ DATE
LOUIS J. HANSER, P.S.
OHIO REGISTRATION No. 7343

STATE OF OHIO — LOUIS J. HANSER — S-7343 — PROFESSIONAL SURVEYOR



VICINITY MAP
NOT TO SCALE

COUNTY COMMISSIONERS:

WE, THE BOARD OF COUNTY COMMISSIONERS OF WARREN COUNTY, OHIO DO HEREBY APPROVE THIS PLAT ON THIS ___ DAY OF ______________, 20___.

COMMISSIONERS ______________

____

____

WARREN COUNTY REGIONAL PLANNING COMMISSION:

THIS PLAT WAS APPROVED BY THE WARREN COUNTY REGIONAL PLANNING COMMISSION ON THIS ___ DAY OF ______________, 20___.

______________ EXECUTIVE DIRECTOR

COUNTY SANITARY ENGINEER:

I HEREBY APPROVE THIS PLAT ON THIS ___ DAY OF ______________, 20___.

______________ WARREN COUNTY SANITARY ENGINEER

______________ EXECUTIVE DIRECTOR

COUNTY ENGINEER:

I HEREBY APPROVE THIS PLAT ON THIS ___ DAY OF ______________, 20___.

______________ WARREN COUNTY ENGINEER

COUNTY RECORDER:

FILE NO. ______________
RECEIVED THIS ______ DAY OF ______________, 20___ AT ______ A.M./P.M.
RECORDED THIS ______ DAY OF ______________, 20___ AT ______ A.M./P.M.
RECORDED IN PLAT BOOK NO. ______ PAGE ______
FEE ______________

BY: ______________ DEPUTY ______________ WARREN COUNTY RECORDER

COUNTY AUDITOR:

TRANSFERRED THIS ___ DAY OF ______________, 20___.

BY: ______________ DEPUTY ______________ WARREN COUNTY AUDITOR

HAMILTON TOWNSHIP ZONING DIRECTOR:

I HEREBY APPROVE THIS PLAT ON THIS ___ DAY OF ______________, 20___.

______________ HAMILTON TOWNSHIP ZONING DIRECTOR

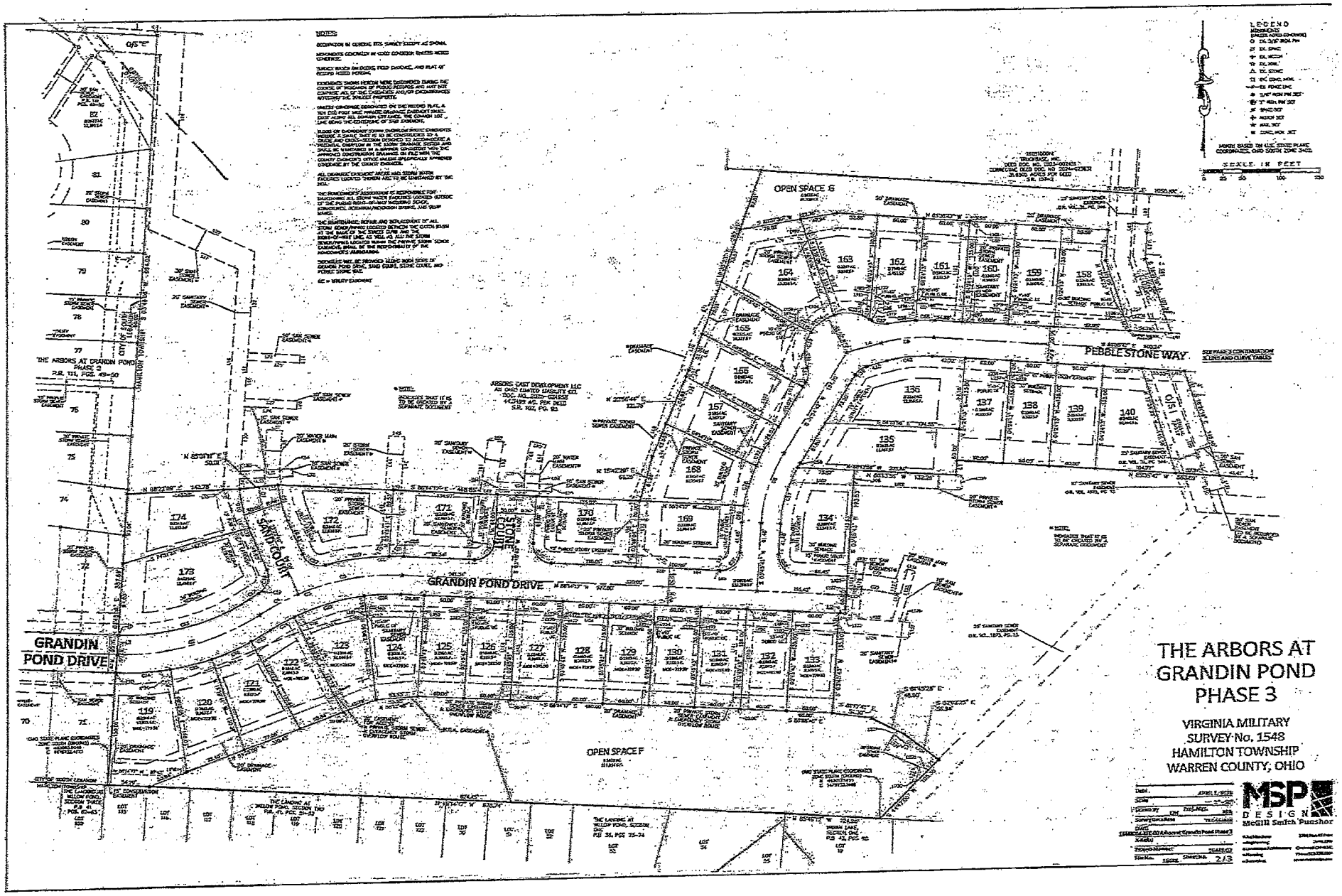
THE ARBORS AT GRANDIN POND PHASE 3

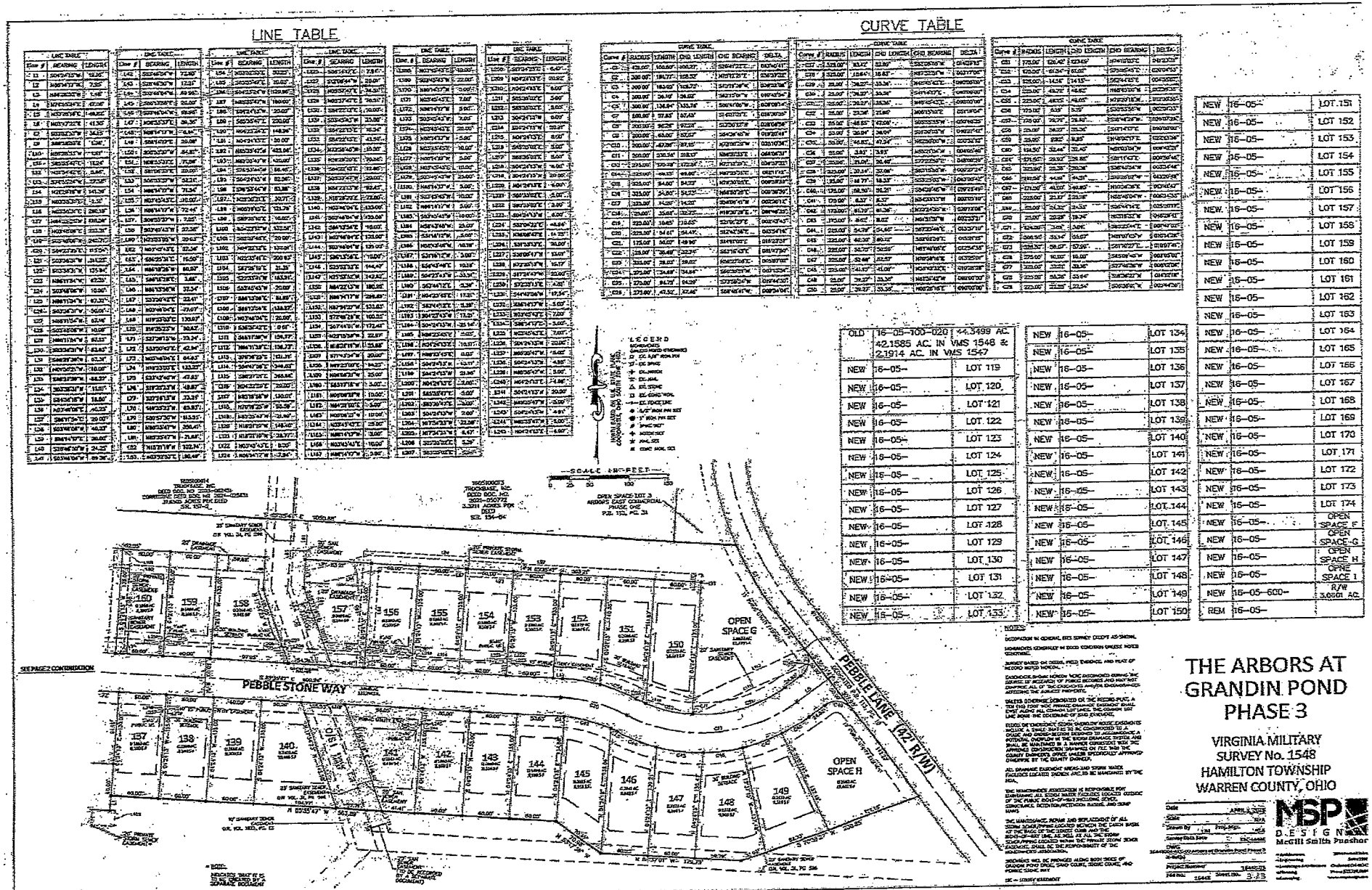
VIRGINIA MILITARY SURVEY No. 1548
HAMILTON TOWNSHIP
WARREN COUNTY, OHIO

OCTOBER 2026

Date	APRIL 01, 2026
Scale	1"=200'
Drawn By	[illegible]
Survey Data Base	[illegible]
DWG	[illegible]
Project Number	15448
File No.	15448
Sheet No.	1/3

MSP DESIGN
McGill Smith Punshon


OPEN SPACE G
PEBBLESTONE WAY
GRANDIN POND DRIVE
SANDSTONE COURT
OPEN SPACE F
THE ARBORS AT GRANDIN POND PHASE 2
P.B. 111, PGS. 49-50
THE ARBORS AT GRANDIN POND PHASE 3
VIRGINIA MILITARY SURVEY No. 1548
HAMILTON TOWNSHIP
WARREN COUNTY, OHIO
MSP DESIGN
McGill Smith Punshon



OLD	16-05-100-020 ±2.1585 AC. IN VMS 1548 & ±1.2914 AC. IN VMS 1547	±4.3499 AC.
NEW	16-05-	LOT 119
NEW	16-05-	LOT 120
NEW	16-05-	LOT 121
NEW	16-05-	LOT 122
NEW	16-05-	LOT 123
NEW	16-05-	LOT 124
NEW	16-05-	LOT 125
NEW	16-05-	LOT 126
NEW	16-05-	LOT 127
NEW	16-05-	LOT 128
NEW	16-05-	LOT 129
NEW	16-05-	LOT 130
NEW	16-05-	LOT 131
NEW	16-05-	LOT 132
NEW	16-05-	LOT 133

NEW	16-05-	LOT 134
NEW	16-05-	LOT 135
NEW	16-05-	LOT 136
NEW	16-05-	LOT 137
NEW	16-05-	LOT 138
NEW	16-05-	LOT 139
NEW	16-05-	LOT 140
NEW	16-05-	LOT 141
NEW	16-05-	LOT 142
NEW	16-05-	LOT 143
NEW	16-05-	LOT 144
NEW	16-05-	LOT 145
NEW	16-05-	LOT 146
NEW	16-05-	LOT 147
NEW	16-05-	LOT 148
NEW	16-05-	LOT 149
NEW	16-05-	LOT 150

NEW	16-05-	LOT 151
NEW	16-05-	LOT 152
NEW	16-05-	LOT 153
NEW	16-05-	LOT 154
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NEW	16-05-	LOT 166
NEW	16-05-	LOT 167
NEW	16-05-	LOT 168
NEW	16-05-	LOT 169
NEW	16-05-	LOT 170
NEW	16-05-	LOT 171
NEW	16-05-	LOT 172
NEW	16-05-	LOT 173
NEW	16-05-	LOT 174
NEW	16-05-	OPEN SPACE F
NEW	16-05-	OPEN SPACE G
NEW	16-05-	OPEN SPACE H
NEW	16-05-	OPNE SPACE I
NEW	16-05-600-	R/W 3.0801 AC.
REM	16-05-	

NOTES:

THE ARBORS AT GRANDIN POND PHASE 3

VIRGINIA MILITARY SURVEY No. 1548
HAMILTON TOWNSHIP
WARREN COUNTY, OHIO

MSP DESIGN
McGill Smith Punshon

DUKE ENERGY.

Agreement # DEMOH61208001

OHIO LIGHTING SERVICE AGREEMENT

Customer Information:
ARBORS AT GRANDIN POND HOMEOWNERS
7861 E KEMPER RD
CINCINNATI, OH 45249
PAUL.METZGER@YOURARBORHOME.COM

Project Information:
ARBORS EAST PHASE 1
1 GRANDIN POND DR
MAINEVILLE, OH 45039

Account Number:
9101 8353 6559

Installation Number:
7011513220

Work Order Number:
61208001

Duke Energy Representative Contact Info:
Jacob Swabb

This Lighting Service Agreement is hereby entered into this 7th day of October, 2026, between Duke Energy (hereinafter called the "Company") and ARBORS AT GRANDIN POND HOMEOWNERS ASSC (hereinafter referred to as the "Customer") for lighting service at the above location(s). The Customer agrees to receive and pay for lighting service from the Company in accordance with the rates, terms and provisions of the Company's Rate Schedule UOLS (OHEO_UDES) and Service Regulations, or its successor, as the same is on file with the Ohio Public Service Commission (PUBLIC UTILITY COMMISSION OF OHIO) and as may be amended and subsequently filed with the PUBLIC UTILITY COMMISSION OF OHIO.

To the extent there is any conflict between this Agreement and the Lighting Service Rate Schedule, the Lighting Service Rate Schedule shall control. In the event of termination by the Customer during the initial term of this agreement under this rate schedule or upon early termination of service under this schedule, the customer agrees to pay remaining terms of this agreement as delegated by the PUBLIC UTILITY COMMISSION OF OHIO.

The date of *initiation* of service shall be defined as the date the first light(s) is energized. It is further agreed that Duke Energy reserves the right to discontinue service and remove any Duke Energy-owned facilities from the Customers premise if the Customer violates any of the terms of the Service Regulations, Rate Schedule or this Agreement.

Customer Print Name EDWIN FARRUGGIA Date Signed 10/12/2026

Customer Signature Ed Farr Date Signed 10/12/2026

Duke Energy Representative _____ Date Signed _____

THIS IS NOT A BILL. PLEASE DO NOT SEND A PAYMENT IN RESPONSE TO THIS COMMUNICATION.

DUKE ENERGY.

Summary of Estimated Charges					
Initial the selected Term	Minimum Service Term	Monthly Equipment charge	Total One Time Charges	Total Equipment charge based on term	Monthly Energy & Maintainance Charge
☑	Onetime Lump Sum for Equipment	$26,811.18	$26,811.18		$44.94
☐	1 Years (12) Months	$2,336.51	$0.00	$28,038.12	$44.94
☐	3 Years (36) Months	$767.05	$0.00	$27,613.80	$44.94
☐	5 Years (60) Months	$501.36	$0.00	$30,081.60	$44.94
☐	7 Years (84) Months	$388.34	$0.00	$32,620.56	$44.94
☐	10 Years (120) Months	$300.33	$0.00	$36,039.60	$44.94

OHEO_UDES - Monthly Base Charges							
Service Required	Quantity	Product Description Fixtures and Poles	Equipment	Maintenance	Energy	Unit Total	Sub-Total
I	6	LFIX-TRAD-LED-50-BLK-III-3000K-M	See Above	$7.36	$0.13	$7.49	$44.94
		Subtotal Based On Quantity:	$0	$44.16	$0.78		
		Estimated Monthly Charge					$44.94
*Tariff riders and applicable taxes are not included, which may cause the amounts to fluctuate.							

Summary of Material	
Quantity	Description
6	Light Pole Style A Direct Buried Smooth Aluminum 15ft long Black 3in dia tenon
6	Light Pole Shroud Style B Black w/Leveling Plate 6in top diameter for Style A Smooth and Fluted 15ft, and 20ft OAL Post
517	(UOP) LIGHTING ONLY: 2in x 10ft long Rigid Heavy Wall Schedule 40 PVC Conduit. Estimate by Total Footage Needed.
577	Cable Lighting 6 Aluminum Duplex
6	Light Fixture Traditional LED 50W Black Type III 3000K

THIS IS NOT A BILL. PLEASE DO NOT SEND A PAYMENT IN RESPONSE TO THIS COMMUNICATION.

DUKE ENERGY.

Agreement # DEMOH61208001

Special Instructions :

Lumpsum amount of $26,811.18 to be paid by: GRANDIN POND DEVELOPMENT LLC

Date: 10/12/2020

Lumpsum Payer Signature: Ed Fy

THIS IS NOT A BILL. PLEASE DO NOT SEND A PAYMENT IN RESPONSE TO THIS COMMUNICATION.

DUKE ENERGY.

Agreement # DEMOH61208001

OUTDOOR LIGHTING UOLS SERVICE AGREEMENT

PROPOSALS ARE VALID FOR 90 DAYS FROM THE DATE ON THE AGREEMENT AND MUST BE SIGNED AND RETURNED BEFORE THE PROPOSAL EXPIRATION DATE.

After the Initial Term expires, the monthly equipment charges will no longer be reflected on the monthly bill, though and energy and maintenance charges continue for the life of the lighting system covered by this agreement.

See Section I, below for further lighting equipment and cost detail. Requests for changes in number of lights and poles, pole locations, equipment or other requests will result in a recalculation of the amounts above. Upon request the location information or drawing will be provided for the proposed placement of this lighting equipment.

IN WITNESS WHEREOF, the parties hereto have caused two copies of this Agreement to be executed by a duly authorized representative(s), effective the Current Date first written above. This Lighting Service Agreement ("Agreement") is made and entered into by the subsidiary of Duke Energy Corporation, a Delaware corporation, named above (hereafter, "Company"). Neither Duke Energy Corp. nor any of its other affiliated companies are parties to this Agreement.

WITNESSETH:

WHEREAS, Customer desires to have: a Company-owned outdoor lighting system ("System"), on designated property; and

WHEREAS, Company has the ability to own, install, operate and maintain an outdoor lighting system.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

SECTION I. - EQUIPMENT AND INSTALLATION

1.1 In accordance with conditions set forth herein, Company agrees to install for Customer all necessary equipment to provide, operate and maintain an outdoor lighting system. The cost of any additional electrical distribution facilities required to provide energy to the System may or may not be included in the monthly terms of this Agreement according to Company discretion.

1.2 Tariff riders and sales tax are not included, which may cause the amounts quoted to fluctuate.

A. ENERGY USAGE - BASED ON UTILITY REGULATORY COMMISSION APPROVED RATES

****CALCULATION FOR ESTIMATING UNMETERED ENERGY USAGE**

Impact Watts = the energy used by the lamp watts plus ballast watts.

- Impact watts times estimated Annual Burn Hours as shown in lines above equal annual watt hours.
- Annual watt hours divided by 1000 hours equal annual kilowatt hours (kWh).
- Annual kWh divided by twelve (12) months equals monthly kWh.
- Monthly kWh times current rate per kWh equals the monthly dollar amount for each item.

LIGHTING LAYOUT DESIGN DISCLAIMER

Company will install the System in accordance with Customer's specifications concerning the design and layout (including pole locations, number, and types of lights). Customer is responsible for all aspects of the design and layout of the System. Customer understands that its design and layout of the System may not be in accordance with minimum foot-candle and lighting uniformity standards. Therefore, Customer agrees to release, indemnify, hold harmless, and defend Company (including Company's parent, subsidiary and affiliate companies and all of their respective employees, officers, directors and agents) from and against any and all claims, demands, causes of action, liabilities, losses, damages, and/or expenses resulting from (or alleged to result from) the design and/or layout of the System, including damage to or destruction of personal property, personal injuries including death, and reasonable attorneys' fees.

DUKE ENERGY.

Agreement # DEMOH61208001

SECTION II. - CUSTOMER OPTIONS FOR SYSTEM OPERATING HOURS

2.1 HOURS OF OPERATION are the typical dusk-to-dawn photoelectric cell automatically operated System or as prescribed by a schedule agreed upon by the company and the customer. Lights turn on approximately 1/2 hour after sunset and shut-off 1/2 hour before sunrise. This may be a monthly estimated energy usage based on luminaire impact wattage and lamp source equally over twelve months (See Section I - B, above) or metered using actual energy usage plus a monthly meter charge or based upon a calculation related to an agreed upon schedule of usage and the luminaire impact wattage.

SECTION III. - ENERGY USAGE COST CALCULATION

3.1 Except as otherwise provided in this Agreement, Customer shall pay Company the monthly energy charges. Monthly charges are based on estimated unmetered charges using the calculation methods shown on Page 3 of this Agreement and adding any energy tariff riders and applicable sales tax. Both unmetered and metered outdoor lighting energy usage charges are based on the per kilowatt hour amount approved by the appropriate State Utility Commission.

3.2 The "Schedule of Rates, Classifications, Rules and Regulations for Electric Service", and/or General Terms and Conditions of the Company, and all amendments thereto, are filed with and approved by the appropriate State regulatory entity, (the "Commission") and shall be deemed a part of this Agreement as if fully set forth herein.

SECTION IV. - SYSTEM MAINTENANCE

4.1 Normal maintenance includes the replacement or repair of any item included in the System except seasonal outlets. Maintenance is performed after notification from the Customer that a problem exists and/or during a Company scheduled maintenance cycle. Company will stock only the most common equipment; acquisition of some repair parts could cause a delay in permanent repair.

4.2 Normal maintenance covers ordinary wear and tear with proper use of the System. Repairs or replacements requested as a result Customer caused damage will be performed on a time and material cost basis, in which instance an estimate of costs will be provided to the Customer before the work begins. Company reserves the right to charge Customer for repair costs incurred due to vandalism.

4.3 Maintenance does not include partial or full System replacement or major repairs due to System age. Different types of lighting equipment have different life spans. Lighting equipment suppliers may also discontinue manufacture of certain equipment. End of life for a System will be determined by the Company.

4.4 Company reserves the right to update or modify the monthly maintenance charges to reflect changes in Company costs for materials and labor no more often than every three years on a Company assigned schedule, which may not coincide with the term of this Agreement.

4.5 Company reserves the right to charge a fee equal to a minimum of one-hour labor and transportation costs for trips to disconnect and reconnect lights in a Company-owned lighting System when requested to do so more times than the Company deems necessary.

SECTION V. - PAYMENT

5.1 Customer hereby agrees to pay Company the monthly costs set forth in accordance with the applicable tariff rate for the energy provided for the term of this Agreement. The estimated monthly amount due are summarized on Page 2 of this agreement and are current at the time the Agreement is initiated. A monthly bill will be rendered and due each month in accordance with the applicable tariff rate and payment rules. Any Customer charge that is not paid in full on or before its due date, shall incur a late fee.

5.2 Should any change in the energy usage monthly charges be ordered by the Commission, then payments by Customer to Company for this service shall thereafter be made upon the basis of such new rates as changed and approved by the Commission.

SECTION VI. - TERM OF AGREEMENT

6.1 Service under this Agreement shall commence as soon as practicable after the System is installed and operational. The Company shall notify Customer in writing as to the date on which service will begin.

6.2 The initial term of this Agreement shall be in accordance with the Option indicated on Page 2 of this Agreement ("Initial Term"). After the Initial Term, this Agreement shall continue in force and effective in successive automatic one-year extensions unless terminated by either party upon sixty (60) days written notice.

SECTION VII. - OTHER TERMS AND CONDITIONS

7.1 Other Terms and Conditions set forth in Exhibit "B" hereof are incorporated herein by reference and made a part of this Agreement.

7.2 This Agreement constitutes the final written expression between the parties. It is a complete and exclusive statement and supersedes all prior negotiations, representations, or agreements, either written or oral, with respect to the System. However, nothing herein shall preclude either party from commencing an action for unpaid bills, other damages, or breach of prior agreements during the time they were in effect.

7.3 This Agreement, the construction of this Agreement, all rights and obligations between the parties to this Agreement, and any and all claims arising out of or related to the subject matter of this Agreement (including tort claims), shall be governed by the laws of the State in which the service is rendered without regard to its conflict of laws provisions.

THIS IS NOT A BILL. PLEASE DO NOT SEND A PAYMENT IN RESPONSE TO THIS COMMUNICATION.

DUKE ENERGY.

Agreement # DEMOH61208001

EXHIBIT 'B' - OTHER TERMS AND CONDITIONS

1. All System facilities installed by Company under this Agreement are and shall remain the property of Company. The termination of this Agreement for any reason whatsoever shall not in any way affect such ownership by Company, deprive Company of the right either to remove any or all property comprising the System or any part thereof or to use the same in or in connection with the rendering of other service by Company.

2. If Customer requests part or all of the System's removal before the end of the System's useful life, including by reason of termination of this Agreement, Customer must pay Company's unrecovered costs of the System minus any salvage value, to be determined at the sole discretion Company, plus System removal costs.

3. The obligations of Customer to pay the monthly invoice and any applicable late fees or any amount due and owing to Company as a result of this Agreement or in connection with the rights and privileges granted hereby, are independent of the liabilities or obligations of Company hereunder. Customer shall make all such payments due to Company without any deductions, setoffs or counterclaims against such payments on account of any alleged breach or default by, or claims against, the Company pursuant to this Agreement or otherwise or on account of any claims against or default by any third party.

4. Company's installation of the System is contingent upon obtaining adequate easements and rights-of-way, if necessary, and Customer agrees to assist the Company when necessary in obtaining easements or rights-of-way which shall include permission to install and maintain service lines and facilities required for serving and providing the System.

5. Company is an independent contractor and not an agent or employee of Customer and nothing contained in this Agreement shall be so construed as to justify a finding of the existence of any relationship between Company and Customer inconsistent with that status. Company shall have exclusive control of and responsibility for its labor relations.

6. Company does not warrant nor guarantee the safety of Customer or any third party, nor does it warrant or guarantee the security of Customer's property or any third party property, lighting levels, or uniformity of lighting as a result of Customer's use of the System. Company is not liable for any injury to Customer, or any persons or property arising out of the System use other than that arising from the sole negligence of the company. COMPANY EXPLICITLY DISCLAIMS WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EITHER EXPRESSED OR IMPLIED, OR ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

7. If a breach or default occurs, the non-breaching party shall provide the breaching party with a thirty (30) day written notice to cure such default or breach, or if the defect cannot be cured within thirty (30) days, the breaching party shall nonetheless commence to cure such defect and shall, in good faith, complete such cure in as timely and expeditious manner as is feasible in the circumstances. If the breaching party fails to cure or to commence the cure of the defect within the prescribed time frame set forth herein, the non-breaching party, at its sole discretion, shall provide notice to the breaching party of the immediate termination of this Agreement. Events beyond Company's control, including but not limited to acts of nature, electricity outages, and inability to obtain needed replacement parts, shall not constitute breaches of this Agreement.

8. Customer desiring a Company-installed System on a public rights-of-way or on other property not under customer's jurisdiction must provide the Company with written permission from the entity with legal jurisdiction over that right-of- way or property before installation will begin. Customer must reimburse Company for costs associated with obtaining easements.

9. Company reserves the right to refuse to install Company equipment on another's property, however, any Company agreement to install System luminaires or other Company facilities on poles or structures owned by a third entity is contingent upon receiving written consent for such installation from that entity. Customer will be required to reimburse the Company for monthly fees charged for pole contacts for System attachments on poles or structures not owned by the Company, (i.e., owned by other utilities or entities). This fee will be imposed only when contacting or modifying existing poles to allow for clearances required for the System equipment.

10. Company shall not be liable for any claims, demands, cause of action, liabilities, loss, damage or expense of whatever kind or nature, including attorney fees, incurred by Customer for actions involving a structure not Company-owned on which the Company has placed Company-owned equipment at Customer request. Additionally, the Company will not be responsible for any repairs needed by the structure that is not owned by Company. If the structure becomes unsuitable, or unsafe to support Company-owned equipment the Company retains the right to remove the equipment from the structure. If Company equipment is removed under these conditions Customer will owe Company a pro-rated amount for the removed equipment plus removal costs minus salvage value.

11. When changes are requested by Customer at any time after the System is installed and before the normal end of System life, Company will evaluate and estimate the costs of the changes. The changes will be made after the Customer pays the agreed upon amount if any to make changes. Changes include such matters as relocating poles, changing luminaire styles (post top, cobrahead, floodlight), their locations, wattage, and lamp source (e.g., metal halide, high pressure sodium). Any such agreed upon changes will be documented either by a new or an amended Agreement. New equipment added to the System will require a new Agreement.

12. If any part, term, or provision of this Agreement is adjudged by a court of competent jurisdiction to be contrary to the law governing this Agreement, the validity of the remaining parts, terms, and provisions shall not be affected thereby.

13. This Agreement, and all the terms and provisions hereof, shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, personal representatives, and/or permitted assigns.

14. Each party to this Agreement represents that it is sophisticated and capable of understanding all of the terms of this Agreement, that it has had an opportunity to review this Agreement with its counsel, and that it enters this Agreement with full knowledge of the terms of the Agreement.

15. No delay of or omission in the exercise of any right, power or remedy accruing to any party under this Agreement shall impair any such right, power or remedy, nor shall it be construed as a waiver of any future exercise of any right, power or remedy.

16. Neither party shall assign this Agreement without the prior written consent of the other party, which consent, if given shall not relieve the party of making such assignment from full responsibility for the fulfillment of its obligations under this Agreement. PROVIDED, THAT the Company may assign this Agreement to its parent or any subsidiary entity or to an affiliate.

THIS IS NOT A BILL. PLEASE DO NOT SEND A PAYMENT IN RESPONSE TO THIS COMMUNICATION.

DUKE ENERGY.

INVOICE

Email sent to customer on 10/22/2026

Invoice:	C6120800101
Invoice Date:	10/22/2026
Page:	1 of 1

Bill to: GRANDIN ROAD DEVELOPMENT, LLC
7861 E. KEMPER RD.
ED FARRUGGIA
CINCINNATI OH 45249

Customer ID:	000322755
PO / Contract No:	
Payment Terms:	Net 30
Due Date:	11/21/2026
Amount Due:	**$26,811.18**

Invoice for work or services performed at: 1 Grandin Pond Dr LIGHTS MAINEVILLE OH ARBORS EAST PHASE 1

For questions about your invoice, please contact Meyers, Sara A at 513/330-2885

Line	Date of Charge	Description	Net Amount
1	10/21/2026	Installation of Lighting	$26,811.18
		OUTDOOR LIGHTING	
		Amount Due:	**$26,811.18**

To pay electronically, please allow 24 hours from the time this invoice is received and use website https://www.e-billexpress.com/ebpp/DukeEnergy. Enter your customer ID and billing zip code from above.

TO AVOID SERVICE INTERRUPTION, PLEASE DO NOT SEND MONTHLY UTILITY ACCOUNT PAYMENTS TO THIS ADDRESS

Please detach and return with your payment. Please indicate invoice number on check.

Payment Coupon

Please make check payable to:

Duke Energy
PO Box 603083
Charlotte NC 28260-3083

ACH Instructions:

Wells Fargo - Ohio
121000248
Duke Energy
000004120191309

Invoice Number:	C6120800101
Corporation Code:	75023
Please Pay By:	11/21/2026
Customer ID:	000322755
Total Amount Due:	$26,811.18

Fed Tax ID # 31-0240030

GRANDIN ROAD DEVELOPMENT, LLC
7861 E. KEMPER RD.
ED FARRUGGIA
CINCINNATI OH 45249

Amount Enclosed

DUKE ENERGY.

Confirmation

Thank You! Your payment has been made.

GRANDIN ROAD DEVELOPMENT LLC

Payment Date	10/27/2026
Payment Method	PNC BANK, OHIO *****2085
Total Payment	$26,811.18

Payments confirmed before Tuesday, October 27, 2026 8:00 PM EST will be posted on Tuesday, October 27, 2026. Payments confirmed after Tuesday, October 27, 2026 8:00 PM EST will be posted on Wednesday, October 28, 2026.

If you have any further questions about payments to Duke Energy, please contact our office at 877-700-3853 .

FDI Description	Customer Number	Confirmation #	Invoice Date	Invoice Number	Due Date	Balance Amount	Payment Amount
DE_OHIO	000322755	3153012037	10/22/2026	C6120800101	11/21/2026	$26,811.18	$26,811.18