

## RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that Richard S. Placek  
(Single Person), hereinafter  
called grantors, in consideration of One Dollar (\$1.00) and other good  
and valuable considerations paid by DEL-CO WATER CO. INC. hereinafter  
called the grantee, the receipt and sufficiency of which is hereby acknow-  
ledged, does grant, bargain, sell and convey to said grantee, its  
successors and assigns, an easement, a portion of which is temporary and  
a portion of which is perpetual with the right to erect, construct, in-  
stall, lay and thereafter use, operate, inspect, repair, maintain, replace  
and remove water lines, valves, fittings, meters and accessories over and  
across the following lands owned by the grantor in the State of Ohio,  
County of Delaware and Township of Marlboro and more particularly  
described as follows, to wit:

19-6-1 A PART OF FARM LOT H

3.106 ± Ac.

which property is located on the South side of State Route 229  
Road and mailing address of which property is 1360 State Route 229  
Ashley, Oh 43003 together with the right of ingress and  
egress over the grantors adjacent lands the purpose of which the above  
mentioned rights are granted.

The temporary easement which is for construction purposes is to  
terminate upon the completion of construction and is limited to Twenty  
Five (25) feet in width being 12½ feet on each side of and parallel with  
the proposed centerline of the waterline. The permanent easement hereby  
granted is limited to 12 feet in width being 6 feet on each side of and  
parallel with the centerline of the waterline as finally laid and con-  
structed across the lands of the within grantors, said lines to be  
constructed as near as possible to the right of way of State Route 229  
Road or within existing utility easements.

The consideration recited herein shall constitute payment in full for  
all damages sustained by grantors by reason of the installation of con-  
structions referred to herein and the grantee will maintain such easement  
in a state of good repair and sufficiency so that no unreasonable damages  
will result from its use to grantors premises. This agreement, together  
with other provisions of this grant, shall constitute a covenant, running  
with the land for the benefit of the grantee, its heirs, successors and  
assigns. The grantors covenant that they are the owners of the above  
described lands and said lands are free and clear of all encumbrances ex-  
cept mortgages, leases, easements, and restrictions of record.

IN WITNESS WHEREOF, the said Richard S. Placek and  
Richard S. Placek, who hereby release their respective  
right and expectancy of dower in said premises have hereunto set their  
hands this 20<sup>th</sup> day of February, 1998.

Signed and acknowledged in the  
presence of:

Kristina Hopkins  
Witness  
Brenda Jean Henslee  
Notary Public

STATE OF OHIO

DELAWARE COUNTY:

On this 20<sup>th</sup> day of February, 1998, before me, a  
Notary Public in and for said county, personally came

Richard S. Placek the grantors in  
the foregoing easement who acknowledge the signing thereof to be their  
voluntary act and deed.

Witness my official signature and seal on the day last aforesaid.

Prepared By:  
Del-Co Water Co., Inc.  
6779 Olentangy River Road  
Delaware, OH 43015

9800006095  
Filed for Record in  
DELAWARE COUNTY, OHIO  
KAY E. CONKLIN  
On 03-05-1998 At 01:40 pm.  
EASEMENT 14.00  
Vol. 638 Pg. 317 - 317

Notary Public

Form 112-1

BRENDA JEAN HENSLEE, Notary Public  
Delaware County, State of Ohio  
My Commission Expires 9-24-2001

VOL 0638 PAGE 317