

RIGHT OF WAY EASEMENT- ELECTRIC/COMMUNICATION FACILITIES

KNOW ALL MEN BY THESE PRESENTS, that Tenaya M. Wolfe & Judith A. Wolfe (married) (hereinafter known as the Undersigned) (whether one person or more) for a good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant unto **CONSOLIDATED ELECTRIC COOPERATIVE, INC.**, an Ohio corporation, whose post office address is P.O. Box 111, Mt. Gilead, Ohio 43338 (hereinafter called "Consolidated Electric"), and its successors, subsidiaries, affiliates, and assigns, a perpetual right of way easement for general utility purposes, including electric and/or communication purposes with the right to enter upon the lands and property of the Undersigned situated in the Township of Marlboro, County of Delaware, State of Ohio, and more particularly described as follows:

A tract of land containing 5.708 acres, more or less, known as the Tenya M. Wolfe & Judith A. Wolfe property as being situated in the Township of Marlboro, County of Delaware, State of Ohio: Being part of Farm Lot A in Quarter-Township 1, Township 6, Range 19 of the United States Military Lands, as being recorded in the records of Delaware County, Ohio, in Official Record 399, Page 2014-2016.

And to lay, construct, reconstruct, rephase, relocate, extend, operate, repair, maintain, inspect, test, protect, replace, enlarge, and upgrade all distribution lines, systems, fixtures and appurtenances, on, over, across, under and through the above described lands and property and/or streets roads or highways abutting said lands and property, as may by Consolidated Electric from time to time be deemed necessary for or in connection with the distribution of electric current or communications, together with connecting distribution lines and facilities to any structures and improvements that presently exist or hereinafter may be built on or added to said lands and property; to make such excavations as may be reasonably necessary to carry out the foregoing acts in respect to any underground lines or systems, including the right to perform grading or filling of such facilities; to cut, trim, remove, and control the growth of by chemical means, machinery or otherwise, vegetation that may interfere with or threaten to endanger the operation and maintenance or would interfere with or encroach upon the use of its lines, systems or facilities both within and adjoining the easement; and to license, permit, or otherwise agree to the joint use of occupancy of the lines or systems by another person, association or corporation; for electrification, telephone, CATV, computer and/or data transmission or other utility purposes. This easement conveys the right of ingress and egress for persons, vehicles, machinery, and equipment in and over any reasonable route at all times for the purposes described above.

The Undersigned reserves the right to cultivate or otherwise use said lands and property in any way that is not inconsistent with the full use of the rights granted herein. However, no building, tree, structure, pile of debris or material storage, except fences, driveways, and sidewalks, may be placed, and no excavations deeper than eighteen (18.0) inches shall be made, nor shall any changes in the level of the ground by excavation or mounding or any construction that would be inconsistent with the National Electric Safety Code or Consolidated Electric's design standards be made within ten (10.0) feet of the centerline of Consolidated Electric's facilities without Consolidated Electric's prior written consent.

The Undersigned agrees that all poles, wires, and other facilities including any main service entrance equipment, installed on, over, across, under, or through the above described lands and property at Consolidated Electric's expense, shall at all times remain the property of Consolidated Electric.

The Undersigned covenants to be the true and lawful owner(s) of the above described lands and property and the Undersigned include all parties known to be seized of the same in fee simple, or any other estate therein, and that the Undersigned has the right and full power to bargain, sell and convey this easement in the manner aforesaid, and that Consolidated Electric shall have quiet and peaceful possession of the same, and the Undersigned will warrant and defend the same against the claims of all persons whomsoever.

Delaware County
The Grantor Has Complied With
Section 319.202 Of The R.C.
DATE 11/17/03 Transfer Tax Paid 0
~~TRANSFERRED OR TRANSFER NOT NECESSARY~~
Delaware County Auditor By Delami Mayo

All provisions hereof shall extend to and apply to the respective heirs, administrators, successors and assigns of the parties hereto.

Executed this 29 day of August 2003.

GRANTOR(S):

Tenaya M. Wolfe
Tenaya M. Wolfe, Owner Signed Name

TENAYA M. WOLFE
Printed Name

Judith A. Wolfe
Judith A. Wolfe, Owner Signed Name

Judith A. Wolfe
Printed Name

STATE OF OHIO

SS:

COUNTY OF Marion

On this 29 day of August, 2003 before me a notary public in and for said County and state personally came Tenaya M. Wolfe & Judith A. Wolfe / Husband & Wife the grantor(s) in the foregoing easement and right of way and acknowledged the signing thereof to be their voluntary act and deed. In testimony thereof, I have hereunto subscribed my name and affixed my seal on this day and year aforesaid.

Deborah K. Ralph
Notary Public



DEBORAH K. RALPH
Notary Public, State of Ohio
My Commission Expires
NOVEMBER 5, 2006

This instrument prepared by:
Consolidated Electric Cooperative, Inc.

200300077901
Filed for Record in
DELAWARE COUNTY, OHIO
KAY E. CONKLIN
11-18-2003 At 10:47 AM.
EASEMENT 28.00
OR Book 445 Page 1043 - 1044

200300077901
CONSOLIDATED ELECTRIC
ATTN: HEIDI KNOUFF
PO BOX 630
DELAWARE, OH 43015

RECORDED
FILED
DELAWARE COUNTY, OHIO
NOV 18 2003
KAY E. CONKLIN
CLERK

42287.00