

VOL 0047 PAGE 0850
RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that Vista Land Company, LLC

, hereinafter called grantors, in consideration of One Dollar (\$1.00) and other good and valuable considerations paid by DEL-CO WATER COMPANY, INC., hereinafter called the grantee, the receipt and sufficiency of which is hereby acknowledged, 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, install, 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 grantors 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 Lots A & B

120.437±Ac.

Which property is located on the North side of State Route 229,
 And mailing address of which is S.R. 229, Ashley, Ohio 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 25 feet in width, being 12 ½ feet on each side of and parallel with the proposed centerline of the water line. 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 water line as finally laid and constructed 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 or within existing utility easements.

The grantee shall pay any damages which may arise to crops, as well as to repair any damages to fences, drainage or field tile, driveways, or other structures from the laying, maintaining, operating, repairing, replacing, and final removal of said water line and shall grade, seed, and mulch any ground area disturbed by grantee. Said damages, if not mutually agreed upon, shall be ascertained and determined by three disinterested persons, one thereof to be appointed by grantors, one to be appointed by the grantee, and the third appointed by the two appointed as aforesaid, and their word shall be final and conclusive.

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, except mortgages, leases, easements, and restrictions of records.

IN WITNESS WHEREOF, the said grantor sets its hand this 17th day of August, 2000.

Signed and acknowledged in the presence of:

Eileen E. Pfeiffer
 Witness
Charles J. Dargatzis
 Witness

Vista Land Company, LLC

BY: [Signature]
 Title PARTNER
MEMBER

STATE OF OHIO

DELAWARE COUNTY

On this 17th day of AUGUST, 2000, before me, a Notary Public in and for said county, personally appeared FRANK CECIO

of Vista Land Company, LLC

the grantor in the foregoing instrument who acknowledge the signing thereof to be his/their voluntary act and deed on behalf of said grantor.

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

Prepared by:
 Del-Co Water Co., Inc.
 6773 Olentangy River Road
 Delaware, Ohio 43015



EILEEN E. PFEIFFER
 NOTARY PUBLIC, STATE OF OHIO
 MY COMMISSION EXPIRES AUG. 2, 2000

200000024894
 Filed for Record in
 DELAWARE COUNTY, OHIO
 KAY E. CONKLIN
 On 08-28-2000 At 12:51 pm.
 EASEMENT 14.00
 OR book 47 Page 850 850

Notary Public

200000024894
 DELCO WATER

Delaware County
 The Grantor Has Complied With
 Section 319.202 Of The R.C.
 DATE 8/28/00 Transfer Tax Paid 0
~~TRANSFER OR TRANSFER NOT NECESSARY~~
 Delaware County Auditor By [Signature]