

RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that MEARL C. & HELEN L. CLINE and LARRY D. & CRYSTAL L. CLINE (HUSBAND & WIFE), 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 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 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 LOTS I, J & E

67.34 ± Ac.
4.05 ± Ac.

which property is located on the EAST SIDE OF BENEDICT RD. & NORTH side of STATE ROUTE 229 Road and mailing address of which property is 1624 CLINE RD. WALDO, OHIO 43356 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 constructed across the lands of the within grantors, said lines to be constructed as near as possible to the right of way of SR 229 & BENEDICT 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 constructions 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 except mortgages, leases, easements, and restrictions of record.

IN WITNESS WHEREOF, the said MEARL C. & HELEN L. CLINE and LARRY D. & CRYSTAL L. CLINE, who hereby release their respective right and expectancy of dower in said premises have hereunto set their hands this 12TH day of MARCH, 1996.

Signed and acknowledged in the presence of:

Paul B. Jackson
Paul B. Jackson

x Mearl C. Cline
x Helen L. Cline
x Crystal L. Cline
x Larry D. Cline

STATE OF OHIO
DELAWARE COUNTY

On this 12TH day of MARCH, 1996, before me, a Notary Public in and for said county, personally came LARRY D. & CRYSTAL L. CLINE 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.
6773 Olentangy River Road
Delaware, OH 43015

Delaware County
The Grantor has complied with
Section 319.202 of the R.C.
Date 3-27-96 Transfer Tax Paid None
TRANSFERRED OR TRANSFER NOT NECESSARY
Jon M. Peterson, Auditor By Paul B. Jackson

DELAWARE COUNTY, OHIO	
FILED FOR RECORD	MAR 21 1996
1:48	O'CLOCK P.M.
RECORDED DATE	March 27, 1996
VOL. 601	PAGE 701
COUNTY RECORDER	
FEE \$ 14.00	PC

Notary Public
PAUL B. JACKSON
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES 11-11-1997

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