



Easement

121457

Brookfield Village Section No. 2

In consideration of the sum of One Dollar (\$1.00), the receipt whereof is hereby acknowledged, the Grantor(s):

do hereby grant unto Columbus Southern Power Company, its successors, assigns, lessees, and licensees (hereinafter called the Company), so long as the same may be used, the right and easement to construct, reconstruct, enlarge, repair, replace, remove, operate, maintain, inspect and adding to from time to time, whether pole or underground, for the transmission and distribution of electric energy and communications, together with all such facilities, including poles, wires, guys, guy stubs, conduits, manholes, fixtures and appurtenances, as it may require or deem proper therefor, and for the attachment and carrying of the wires and cables of other companies using energy in the conduct of their business, upon, across, in, over and/or under the property and/or also along any highway as now or hereafter exist crossing the property situated in R..... T..... Sec..... Fr..... Survey..... in the..... Township of Norwich, County of... Franklin..... and State of Ohio, and known as 65.65 acres, more or less, or lots described in deed dated 12 August 1986 and recorded in ORV 7918D20 as the same is more particularly from Eugene G. Bohlen and Ada Bohlen to Davidson Phillips, Inc.

Recorder's office, Franklin County, Ohio. Part of the above described acreage is now a proposed subdivision to be known as Brookfield Village Section No. 2, a subdivision of lots 80 thru 152.

Said lines shall be constructed within the limits of certain strips of land, the locations of which are shown and delineated by shaded areas upon the attached drawing, marked Exhibit "A" and made a part hereof.

The granting of this easement does not preclude the use of the easement area by water, sewer, gas, telephone, or television cable facilities.

With the granting of this easement, the owner and/or developer hereby consents to the Company installing underground lines, duct, conduit and/or overhead lines within the limits of proposed streets and roadways as they are presently designated.

CONVEYANCE TAX EXEMPT
PALMER C. McNEAL
FRANKLIN COUNTY AUDITOR

TRANSFERRED NOT NECESSARY
NOV 8 1988
PALMER C. McNEAL
AUDITOR
FRANKLIN COUNTY, OHIO

In the case of underground services, either primary or secondary, the Company is hereby granted the right and easement to install the necessary service facilities, which shall remain the property of the Company, from its distribution feeder lines, in such location or locations as may be necessary to serve with electric energy the building or buildings, existing or to be constructed on the subject property or lots.

If at any time the Company is required by the State Highway Department or any other governmental authority having control over said highway to relocate any or all of the facilities of said line, then the Company may and is hereby granted the right to relocate said facilities along the highway as it now exists or may hereafter exist.

Said easement includes the right to cut, trim, and/or remove any trees or shrubbery which may hereafter interfere with the construction, reconstruction, operation and/or maintenance of said line, within the limits of the easement and within the limits of a strip of land five feet in width on each side, adjacent and parallel to the easement and to cut, trim, and/or remove any trees or shrubbery that now interfere with the construction or reconstruction of said line.

The Company hereby agrees to pay for damages to the stock, growing crops, fences, gates, drains, ditches, or structures of the Grantor(s) or the disturbance of seeded lawns done by the Company or its employees while engaged in the construction or maintenance of said electric energy line.

The Company shall have the right of ingress to and egress from the site occupied or to be occupied by said line and appurtenances, and the right to do any and all things necessary, proper or incidental to the successful operation and maintenance thereof. It is specially provided, however, that the facilities of said lines shall be so located as not to interfere with the undersigned's ingress to and egress from said property, and the Grantor(s) shall have the right to use said right-of-way and easement for purposes not inconsistent with Grantee's full enjoyment of the rights hereby granted; however, Grantor, for Grantor and Grantor's heirs, successors, and assigns, agrees that they will not cause or permit any structure or building to be built or placed within the easement area and will not cause or permit any excavation deeper than eighteen (18) inches within said easement area except for utilities, but such other utilities shall not interfere with the Company's right to locate, construct, operate and maintain its facilities as herein granted.

Grantor has full power to convey this right of way and easement, and warrants and will defend the same against all claims by any persons.

Witness his hand this 20th day of October 1988

Signed and acknowledged in the presence of:
Regina Childs
Sharon [Signature]

DAVIDSON PHILLIPS, INC.
by: [Signature]
title: [Signature]

12545H03

State Of County, SS:

Before, a Notary Public in and for said county and state, personally appeared the above named

who acknowledged that did sign the foregoing instrument and that the same is free act and deed.

In Witness Whereof, I have hereunto subscribed my name and affixed my official seal this day of 19.....

Notary Public

Commission expires day of 19.....

State Of Ohio County, SS:

Before me, a Notary Public in and for said county and state, personally appeared the above named

who acknowledged that did sign the foregoing instrument and that the same is free act and deed.

In Witness Whereof, I have hereunto subscribed my name and affixed my official seal this day of 19.....

Notary Public

Commission expires day of 19.....

(The above form of acknowledgement is to be used if the Grantors are individuals.)

Serial No Recorder's File No TO Columbus Southern Power Company Right of Way and Easement

Auditor Recorder

State Of Ohio FRANKLIN County, SS:

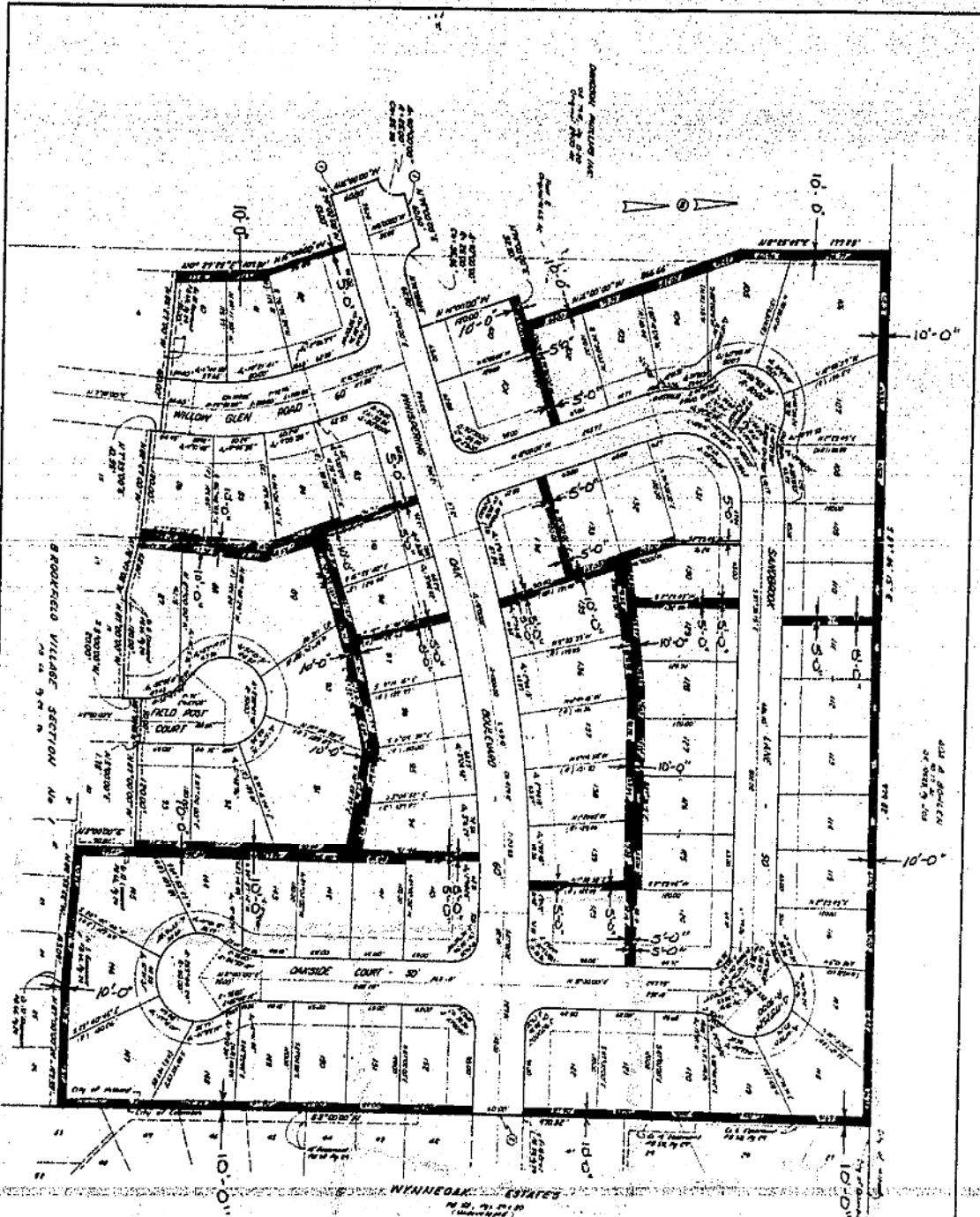
Personally came before me, this 20th day of October 19⁸⁸, the above named CHARLES J. RUMMA and TO me known to be the PRESIDENT and respectively of the above named corporation, and by me duly sworn, did severally depose and say that they executed the foregoing instrument for and on behalf of said corporation as such officers, being duly authorized to do so, and further did severally depose and say that they are such officers of said corporation and that the seal affixed to said instrument is the seal of said corporation.

Rosalinde Childers Notary Public ROSALINDE CHILDERS NOTARY PUBLIC, STATE OF OHIO MY COMMISSION EXPIRES OCT. 27, 1991

Commission expires day of 19.....

(This acknowledgement is to be executed if the Grantor is a corporation.)

12545H04



CONTRIBUTION TO THE
 PLAN No. 2850
 PRELIMINARY
 NOV 23 1958

EXHIBIT 'A'

LOT DATA
 1. All lots are to be surveyed and shown on a final plat.
 2. All lots are to be shown on a final plat with their respective dimensions and bearings.
 3. All lots are to be shown on a final plat with their respective easements and setbacks.
 4. All lots are to be shown on a final plat with their respective utility lines and easements.

TIME 11:01 AM.
 RECORDED PROVISION CO. (SHEET)
 NOV 8 1958
 JOSEPH W. TESTA, RECORDER
 RECORDER'S FEE \$ 12.00