

EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that _____ Trustee, by agreement dated May 19, 1994, the Grantor, for valuable consideration paid by The Board of County Commissioners of Delaware County, Ohio, the Grantee, whose address is 101 North Sandusky Street, Delaware, Ohio, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell, convey, and release to the said Grantee, its successors and assigns, forever, the following two easements:

1. A perpetual easement and right of way for public highway and road purposes, in, upon, and over the lands described on Exhibit A as "Legal Description of 40' Wide Roadway Easement".
2. A perpetual easement for surface water drainage purposes upon and over the lands described on Exhibit A as "Legal Description of 30' Drainage Easement". This surface water drainage easement is only for the purpose of permitting the natural drainage of surface water across the aforesaid easement area from the upper tracts of real estate. Grantor reserves the right to make any use of the easement area which does not unreasonably interfere with the Grantee's permitted use of the easement area, including the right to place appropriately sized culverts in the easement area. Any work performed by the Grantee in the easement area shall be in a good workmanlike manner and after such work Grantee shall reasonably restore the easement area.

Executed this _____ day of _____, 2004.

Trustee,
by agreement dated May 19, 1994

STATE OF OHIO
COUNTY OF DELAWARE, SS.

BE IT REMEMBERED, That on this _____ day of _____, 2004, before me, the subscriber, a Notary Public in and for said county and state, personally came James A. Bargar, Trustee, by Agreement dated May 19, 1994, the Grantor in the foregoing Easement, and acknowledged the signing thereof to be his voluntary act and deed on behalf of himself and on behalf of the Trust.

IN TESTIMONY THEREOF, I have hereunto subscribed my name and affixed my seal on this day and year aforesaid.

Notary Public