

**PERPETUAL EASEMENT FOR
STORM WATER DRAINAGE PURPOSES**

Delaware Realty & Properties Company, Ltd., an Ohio Limited Liability Company, and Delaware Land & Cattle Company, LLC, an Ohio Limited Liability Company, hereinafter referred to collectively as the Grantors, for and in consideration of one dollar (\$1.00) and other good and valuable consideration paid to them by The City of Powell, a Municipal Corporation, grants, bargains, sells and conveys to such City of Powell, and its successors in interest an exclusive perpetual easement for storm water drainage purposes over the following described premises situated in the State of Ohio, County of Delaware and City of Powell bounded and described as follows:

SEE ATTACHED LEGAL DESCRIPTION

Grantee, by accepting this instrument for recording, covenants for itself and its successors in interest that it shall maintain such storm water line in acceptable conditions; that after construction, or after any maintenance or additional construction, it shall restore such premises to its former condition promptly; that it will utilize engineering and construction practices so as to not damage Grantors then existing structures on such premises; and such Grantee, and its successors in interest, agents, employees or those claiming access to the property through Grantee shall be obligated to repair any damage done to the existing structures caused by the Grantee or persons claiming through Grantee. Grantee shall be further obligated if there is a loss to any then existing structures at any time due to defects or failure in storm water utilities constructed in the course of the easement. Grantee is under an affirmative obligation to maintain such storm water sewer line in good condition. In the event Grantee, or its successors in interest at any time breach any of the obligations incumbent upon it set forth herein, Grantor, or their successors in interest may commence a proceeding in a court of competent jurisdiction to terminate such easement and, if successful and if Grantee has not remedied such breach before such court order, Grantee and its successors in interest shall bear all costs of such proceeding to terminate such easement including but not limited to reasonable attorney fees incurred by Grantors, and their successors in interest.

Grantors covenant that they are seized collectively of the entire fee simple interest in said premises and that the individuals executing this instrument in behalf of Grantors are duly authorized to execute the same.

Dated this 13th day of October 2006.

Delaware Realty & Properties, Ltd.

Delaware Land & Cattle Company, LLC

By:

Stephen D. Martin
Stephen D. Martin, Managing Member

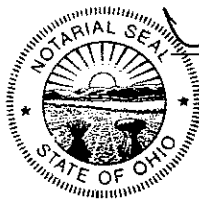
By:

Larry E. Coolidge
Larry E. Coolidge, Sole Member

State Of Ohio

County Of Delaware ss:

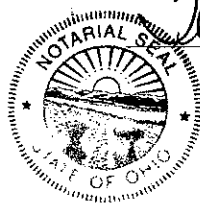
On this 13th day of October 2006 before me a notary public in and for said county and state personally appeared **Delaware Realty & Properties, Ltd.** by **Stephen D. Martin** its managing member who acknowledged authority in the premises and that execution of the same is his voluntary act and deed and by virtue thereof the voluntary act and deed of such company.



State Of Ohio

County Of Delaware ss:

On this 13th day of October 2006 before me a notary public in and for said county and state personally appeared **Delaware Land & Cattle Company, LLC** by **Larry C. Coolidge** its sole member who acknowledged authority in the premises and that execution of the same is his voluntary act and deed and by virtue thereof the voluntary act and deed of such company.



This Instrument was Prepared By:

Kenneth J. Molnar
Attorney at Law
21 Middle Street
Galena, Ohio 43021
(740) 965-3900

**Lot 118
Drainage Easement**

Situated in the State of Ohio, County of Delaware, City of Powell and being part of a lot 118 of the Chase Addition to the Village of Powell described in Plat Book 3, Page 99 and conveyed to the Delaware Land and Cattle Company, LLC by deed of record in Volume 660, Page 637, all references being to those of record in the Recorder's Office, Delaware County, Ohio and described as follows;

Beginning for reference at the intersection of the westerly right-of-way of South Liberty Street and the Northerly line of a said Lot 118;

Thence, South 7°49'36" East, along said right-of-way of South Liberty Street, a distance of 48.65 feet to the TRUE POINT OF BEGINNING;

Thence, South 7°49'36" East, along said right-of-way of South Liberty Street, a distance of 10.03 feet to a point;

Thence, South 86°40'04" West, crossing said Lot 118, a distance of 97.50 feet to the southerly line of said Lot 118 to a point;

Thence, North 88°34'32" West, along the southerly line of said Lot 118, a distance of 54.04 feet to the southwesterly corner of said Lot 118;

Thence, North 1°45'04" East, along the westerly line of said Lot 118, a distance of 5.54 feet to a point;

Thence, North 86°40'04" East, crossing said Lot 118, a distance of 150.07 feet to the TRUE POINT OF BEGINNING and containing 0.032 acres of land more or less.

Subject to all easements, restrictions and right-of-ways of record.

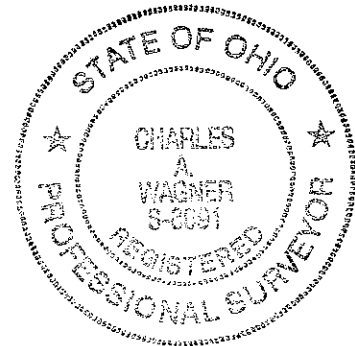
This description was made in accordance with surveys conducted in February, 2004 and September, 2006.

CW Design Group, LLC

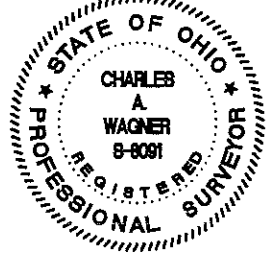
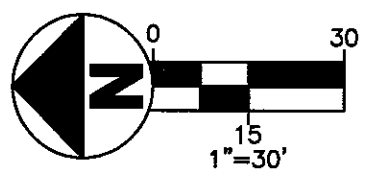
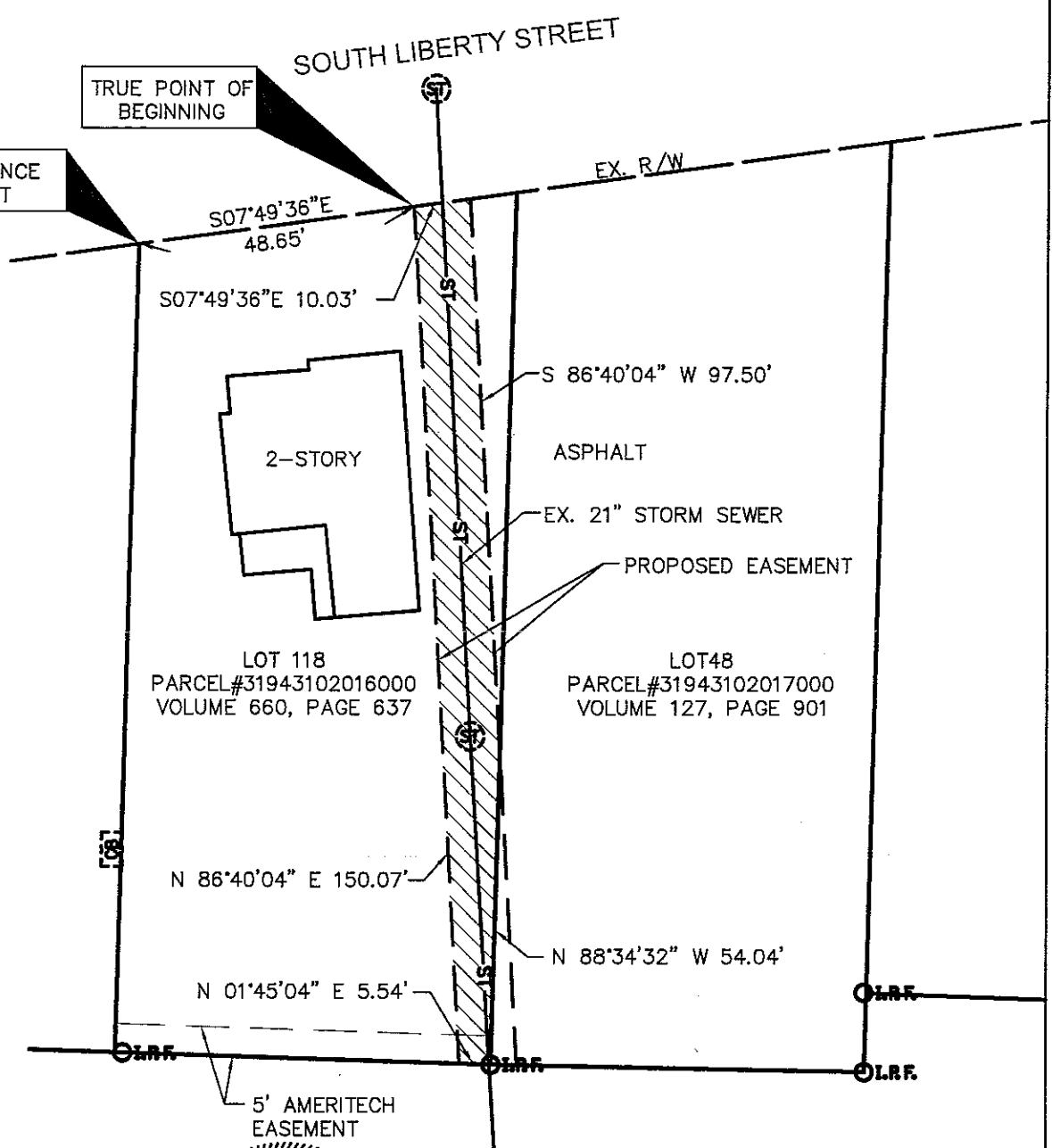


Charles A. Wagner, P.S.
Professional Surveyor S-8091

2006.09.26
Date



c:\cw design group\Project\2003\03-0014\Drawing\Easement1.dwg September 26, 2006 11:07:am



Charles A. Wagner

CHARLES A. WAGNER PS-8091

2006.09.26

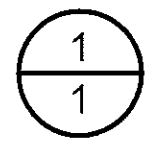
DATE

CW Design Group
ENGINEERS | SURVEYORS

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Worthington, Ohio 43085

LOT 118
DRAINAGE
EASEMENT

03-0014



2005.12.08