

RECEIVED

MAY 26 2005

VOL 619 PAGE 2085

Eas. OH056826



Easement & Right of Way

Rockford Homes, Inc., an Ohio corporation, Grantor(s) in consideration of \$1.00, the easement terms, and other good and valuable consideration from Columbus Southern Power Company, an Ohio corporation, 700 Morrison Dr., Gahanna, OH 43230-6605, "Grantee", the receipt and sufficiency of which is acknowledged, grants and conveys with general warranty covenants to Grantee, a non-exclusive right of way and easement "Easement", for electric, other energy or communication purposes for current/future uses, overhead and underground, in, on, over, through and across the following described lands situated in the Village of Powell, Delaware County, Ohio, and being part of Farm Lots 28 and 29, Quarter Township No. 4, Township No. 3, Range No. 19, United States Military Lands, in Official Record Volume 115, Page 963, dated 07-11-01 of the Delaware County Recorder's Office. Being Lot Nos. 3112 through 3140, inclusive, of MURPHY'S PARK SECTION 5, as the same is numbered and delineated upon the recorded plat thereof, of record in Plat Cabinet 3, Slides 552 thru 552B, Delaware County Recorder's Office.

SEE ATTACHED ADDENDUM AND RELATED DRAWINGS

This Easement conveys all necessary and convenient rights for the Easement's use, including, without limitation, the rights to: construct, operate, maintain, inspect, protect, replace, enlarge, upgrade, relocate within the Easement, extend or remove utility facilities, with poles, anchors, guys, supporting structures, conductors, conduits, service pedestals, grounding systems, foundations, manholes, devices and associated equipment, as it may deem appropriate, adding thereto from time to time; perform grading or filling for such facilities; cut, trim, remove and/or otherwise control, at Grantee's option, without any liability to Grantor, any trees, overhanging limbs or branches, brush, shrubs, undergrowth, of whatever size, (including those that are dead, diseased, weak, or leaning), buildings, structures, or other obstructions that in Grantee's reasonable judgment endangers or will endanger the safety of, interfere with or encroach upon the use of its facilities, both within and adjoining the Easement. Within the Easement, Grantor shall not place any buildings, structures, pile or debris, interfere with lateral support, construct any swimming pool, change the level of the ground by excavation or mounding without Grantee's written consent, allow any construction that would be inconsistent with the National Electric Safety Code or Grantee's design standards, and, for underground lines, permit or cause any excavation deeper than eighteen (18) inches, except for other utilities, provided such utilities rights do not conflict with this Easement. This Easement also conveys the right of ingress and egress in and over any reasonable routes at all times. If any governmental authority requires Grantee to relocate the facilities contemplated by this grant, this Easement conveys the right to relocate such facilities to a comparable location.

Grantor may use its property for all purposes not inconsistent with the full enjoyment of the Easement, but Grantor acknowledges high voltage electric lines will be constructed within the Easement and Grantor shall conduct construction/maintenance activities on its property consistent with all applicable safety rules and regulations for working near electric lines. Safety/required clearance issues may be referred to Grantee's Engineering Group and if Grantor initiates any construction or building activities on its property, always call the applicable utility protection service before the activity begins. Grantee shall restore the premises or pay reasonable damages done to fences, drains, seeded lawns (not landscaping), gates, ditches and crops caused by Grantee's use of the Easement. Grantor has authority to grant this Easement. No delay or omission by Grantee in exercising any right hereunder shall operate as a waiver or forfeiture of such right. This Easement grant is effective and binding upon the parties, their respective successors, assigns, lessees, licensees, heirs and legal representatives, and if any term hereunder is held invalid, the remainder shall not be affected thereby. Easement attachments, if any, are incorporated herein by this reference.

WITNESS, Grantor(s) signed this Easement on the 5th day of MAY

200500023488
AEP
1 RIVERSIDE PLAZA FL 12
COLUMBUS, OH 43215

Rockford Homes, Inc., an Ohio corporation

Delaware County
The Grantor Has Complied With
Section 319.202 Of The R.C.
DATE 6/7/05 Transfer Tax Paid 0
~~TRANSFERRED OR TRANSFER NOT NECESSARY~~
Delaware County Auditor By SP

By: [Signature]
Print Name: DONALD R. WICK
Title: EXECUTIVE VICE PRESIDENT
By: _____
Print Name: _____
Title: _____
200500023488
Filed for Record in
DELAWARE COUNTY, OHIO
ANDREW D BRENNER
06-17-2005 At 04:15 p.m.
EASEMENT 52.00
OR Book 619 Page 2085 - 2089

114536

CALL BEFORE YOU DIG !!!

STATE OF OHIO, COUNTY OF _____ ss:
The foregoing instrument was acknowledged before me this _____ day of _____, 2005,
by _____

Notary Public
Commission Expires _____

STATE OF OHIO, COUNTY OF _____ ss:
The foregoing instrument was acknowledged before me this _____ day of _____, 2005,
by _____

Notary Public
Commission Expires _____

STATE OF OHIO, COUNTY OF Franklin ss:
The foregoing instrument was acknowledged before me this 5th day of May, 2005,
by Donald R. Wick
[Name] Executive Vice President [Title of officer], of Rockford House, Inc
[Corporation Name], a Ohio [State of incorporation] corporation, on behalf of the corporation.



KIMBERLY J. CURTIS
Notary Public, State of Ohio
My Commission Expires 12-06-0

Kimberly J. Curtis
Notary Public
Commission Expires December 6, 2007

STATE OF OHIO, COUNTY OF _____ ss:
The foregoing instrument was acknowledged before me this _____ day of _____, 2005,
by _____

[Name of partner or agent], _____ [Title of partner or agent], on behalf of _____
[Name of principal].

Notary Public
Commission Expires _____

STATE OF OHIO, COUNTY OF _____ ss:
The foregoing instrument was acknowledged before me this _____ day of _____, 2005,
by _____

[Name of attorney in fact], on behalf of _____ [Name of principal].

Notary Public
Commission Expires _____

For use by Recorder's Office and Auditor's Office.

Eas. No. OH056826
Dwg. No. 114536
W.O. No. W001148501

Address: Murphy's Park Section 5

Easement prepared by Columbus Southern Power Company DM



Addendum to Easement & Right of Way

The Easement facilities shall be constructed within the limits of certain strips of land, as delineated on the attached drawings, incorporated herein by this reference, to serve buildings and structures within the subdivision and other lands and to extend these electric lines to serve other properties as necessary, together with the right to overhang above and/or be buried beneath the surface of the ground on any and all lots within the subdivision with service wires, cable, conduit or conductors for the benefit of any other lots in the subdivision. In instances of overhead construction where the distances from the rear lot line of the lots to the buildings is greater than 100 feet, the right is hereby granted to set poles along or near side lot lines and to overhang lots with wires in order to reduce the length of service to 100 feet or less. The granting of this Easement does not preclude the use of the easement area by water, sewer, gas, telephone, cable or other communication companies, provided that such facilities do not interfere with Grantee's facilities.

By granting this Easement, Grantor/Developer consents to Grantee installing underground lines, ducts, conduit and/or overhead lines within the limits of proposed streets and roadways as they are presently designed.

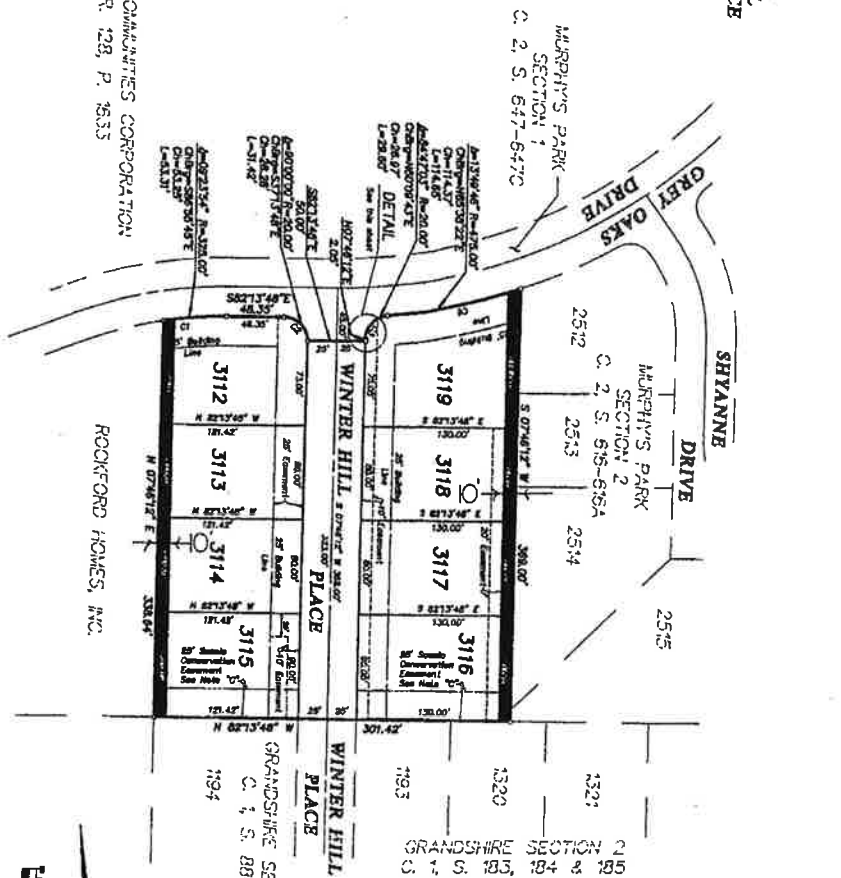
CALL BEFORE YOU DIG !!!

OH056826

DETAIL

ADJUTANT GENERAL
 CAMPBELL ROAD
 C-2, S. 616-618A
 C-2, S. 617-617C
 C-2, S. 618-618A
 C-2, S. 619-619A
 C-2, S. 620-620A
 C-2, S. 621-621A
 C-2, S. 622-622A
 C-2, S. 623-623A
 C-2, S. 624-624A
 C-2, S. 625-625A
 C-2, S. 626-626A
 C-2, S. 627-627A
 C-2, S. 628-628A
 C-2, S. 629-629A
 C-2, S. 630-630A
 C-2, S. 631-631A
 C-2, S. 632-632A
 C-2, S. 633-633A
 C-2, S. 634-634A
 C-2, S. 635-635A
 C-2, S. 636-636A
 C-2, S. 637-637A
 C-2, S. 638-638A
 C-2, S. 639-639A
 C-2, S. 640-640A
 C-2, S. 641-641A
 C-2, S. 642-642A
 C-2, S. 643-643A
 C-2, S. 644-644A
 C-2, S. 645-645A
 C-2, S. 646-646A
 C-2, S. 647-647C

MURPHY'S PARK SECTION 5



NOTE "A" - MINIMUM FRONT, SIDE AND REAR YARD SETBACKS:
 Front: as shown hereon.
 Side: 20% of lot width as measured at the building line (10% each side).
 Rear: 50 feet from property line.

NOTE "B" - LOT 3141: Lot 3141, as numbered and delineated hereon, shall be owned and maintained by an individual or individuals who shall be responsible for the maintenance and care of the same. The owner of the fee simple title to each lot shall have the right to use the same for any lawful purpose. Essential shall care for and maintain said Conservation Easement shall care for and maintain said Conservation Easement that falls within the limits of said owners lot.

NOTE "C" - "SCENIC CONSERVATION EASEMENT": No work of alteration, construction, or improvement shall be done on any lot within the limits of the easement, nor shall any structure be erected thereon. The natural state of said area, to include the trees, vegetation, and water channels therein, shall not be disturbed. The owner of the fee simple title to each lot shall have the right to use the same for any lawful purpose. Essential shall care for and maintain said Conservation Easement that falls within the limits of said owners lot.

VILLAGE COMMUNITIES CORPORATION
 C.R. 128, P. 1633

ROCKFORD HOMES, INC.

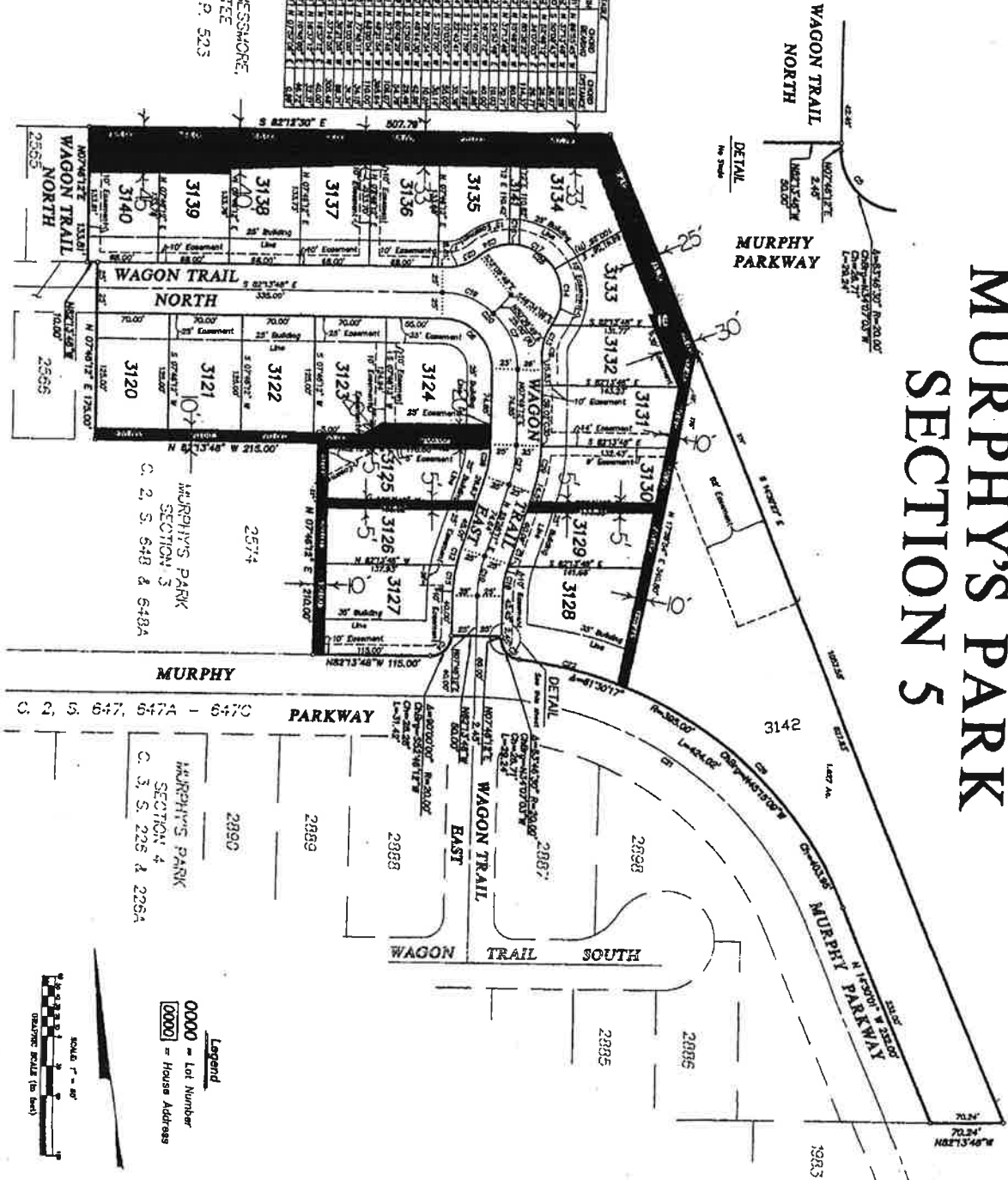


LEGEND
 0000 - Lot Number
 00000 - House Address

0H056826

JOHN W. HESSMORRE,
TRUSTEE
D.E. 616, P. 523

OWNER	AREA	QUANT. LOTS	CHANG.	CHANG.
Q1	31334	1	31331	REARING
Q2	31334	1	31331	REARING
Q3	31334	1	31331	REARING
Q4	31334	1	31331	REARING
Q5	31334	1	31331	REARING
Q6	31334	1	31331	REARING
Q7	31334	1	31331	REARING
Q8	31334	1	31331	REARING
Q9	31334	1	31331	REARING
Q10	31334	1	31331	REARING
Q11	31334	1	31331	REARING
Q12	31334	1	31331	REARING
Q13	31334	1	31331	REARING
Q14	31334	1	31331	REARING
Q15	31334	1	31331	REARING
Q16	31334	1	31331	REARING
Q17	31334	1	31331	REARING
Q18	31334	1	31331	REARING
Q19	31334	1	31331	REARING
Q20	31334	1	31331	REARING
Q21	31334	1	31331	REARING
Q22	31334	1	31331	REARING
Q23	31334	1	31331	REARING
Q24	31334	1	31331	REARING
Q25	31334	1	31331	REARING
Q26	31334	1	31331	REARING
Q27	31334	1	31331	REARING
Q28	31334	1	31331	REARING
Q29	31334	1	31331	REARING
Q30	31334	1	31331	REARING
Q31	31334	1	31331	REARING
Q32	31334	1	31331	REARING
Q33	31334	1	31331	REARING
Q34	31334	1	31331	REARING
Q35	31334	1	31331	REARING
Q36	31334	1	31331	REARING
Q37	31334	1	31331	REARING
Q38	31334	1	31331	REARING
Q39	31334	1	31331	REARING
Q40	31334	1	31331	REARING
Q41	31334	1	31331	REARING
Q42	31334	1	31331	REARING
Q43	31334	1	31331	REARING
Q44	31334	1	31331	REARING
Q45	31334	1	31331	REARING
Q46	31334	1	31331	REARING
Q47	31334	1	31331	REARING
Q48	31334	1	31331	REARING
Q49	31334	1	31331	REARING
Q50	31334	1	31331	REARING



MURPHY'S PARK SECTION 5

Legend
 0000 = Lot Number
 00001 = House Address

