

**THE DAYTON POWER AND LIGHT COMPANY  
GRANT FOR ELECTRIC RIGHT OF WAY AND EASEMENT**

Know all men by these presents that **CHILES FARMS, LLC**, an Ohio Limited Liability Company (hereinafter "Grantors"), for valuable consideration provided by **THE DAYTON POWER AND LIGHT COMPANY**, an Ohio Corporation (hereinafter "Grantee"), does hereby grant to the Grantee, its successors and assigns forever, a Right of Way and Easement for any and all purposes for which electric energy is now or may hereafter be used, and also, to construct, reconstruct, erect, add to, operate, maintain, use, remove, replace either overhead or underground electric facilities consisting of poles, lines, structures, wires, underground lines, cables, conduits, manholes, anchors, grounding systems, communication circuits, fiber optic cables, equipment, and all other necessary and incidental appurtenances contained in, over, upon, under and through, subject to the conditions hereinafter on the following premises, viz:

Situated in the Township of Stokes, County of Logan, and State of Ohio.  
Being 55.763 acres, more or less, and being a part of Section 16, Township 6 South,  
Range 8 East.

Prior Deed Reference: Official Record Volume 1092, Page 264  
Parcel No: 460040000018000

And

Situated in the Township of Stokes, County of Logan, and State of Ohio.  
Being 80.00 acres, more or less, and being a part of Section Sixteen, Town Six, Range Eight.  
Prior Deed Reference: Official Record Volume 1092, Page 259

Parcel No: 460030000026000

And

Situated in the Township of Stokes, County of Logan, and State of Ohio.  
Being 30.00 acres, more or less, and being a part of Section Seventeen, Town Six,  
Range Eight.

Prior Deed Reference: Official Record Volume 1092, Page 259  
Parcel No: 460030000024000

Said Right of Way and Easement shall be **25 Feet** in width and the centerline shall be approximately along the following course identified on Exhibit "A" attached hereto and made a part hereof.

The Grantee, its successors and assigns, its agents, contractors and employees shall have the right of ingress and egress over the right of way and the adjoining premises of the

Grantors for all purposes previously stated, together with the right to trim, cut, and remove or otherwise control trees, roots, undergrowth or overhanging branches or other obstructions both within and without the limits of the right of way and easement which according to the Grantee's standards and its opinion may interfere with the construction, maintenance, use or successful operation of the electric facilities.

No buildings or other structures shall be erected within the limits of the said Right of Way and Easement by the Grantors. No excavating or filling shall be done or be permitted by the Grantors within Right of Way and Easement that would either (A) reduce or add to the distance between the Grantee's facilities and the land surface without the Grantee's prior written consent and which consent will not be unreasonably withheld, (B) impair the Grantee's ability to maintain the facilities or (C) create a hazard.

The Grantors shall have the right to use the land within the easement area in any manner not inconsistent within this grant for Right of Way and Easement.

The Grantee, its successors and assigns, shall reimburse the Grantors for any damage or loss to growing crops and other property damages that may be caused by the Grantee, its agents, contractors or employees in construction, repair or removal of said electric facilities.

The Grantors covenant with the Grantee, that they are the true and lawful owners of the property herein described and have full power and authority to grant this Right of Way and Easement.

In the event that any road should be widened or relocated so that its right of way extends onto the Grantee's Right of Way and Easement herein provided for, the Grantee may, but shall not be required to, relocate or reconstruct its facilities, so that the Grantee's right of way as relocated has a centerline of said right of way that shall not be more than five (5) feet off the road right of way as widened or relocated.

Should Grantee abandon the equipment and facilities occupying the easement for a period of 365 days, Grantee will remove all material, including pole foundations and other equipment, to a depth of four feet below the ground surface. "Abandonment" will be determined by Grantee and would mean the transmission line would be de-energized, physically disconnected from the substations, and not be part of a future transmission plan.

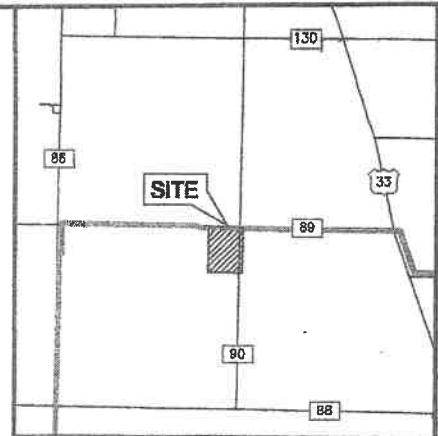
In the event Grantee ceases to use the Right of Way and Easement for the purposes previously stated, Grantor has the right to repurchase the Right of Way and Easement in accordance with Section 163.211 of the Ohio Revised Code.

The grant of right of way and easement shall run with the land and be binding on and inure to the benefit of the parties, their heirs, successors, and assigns.

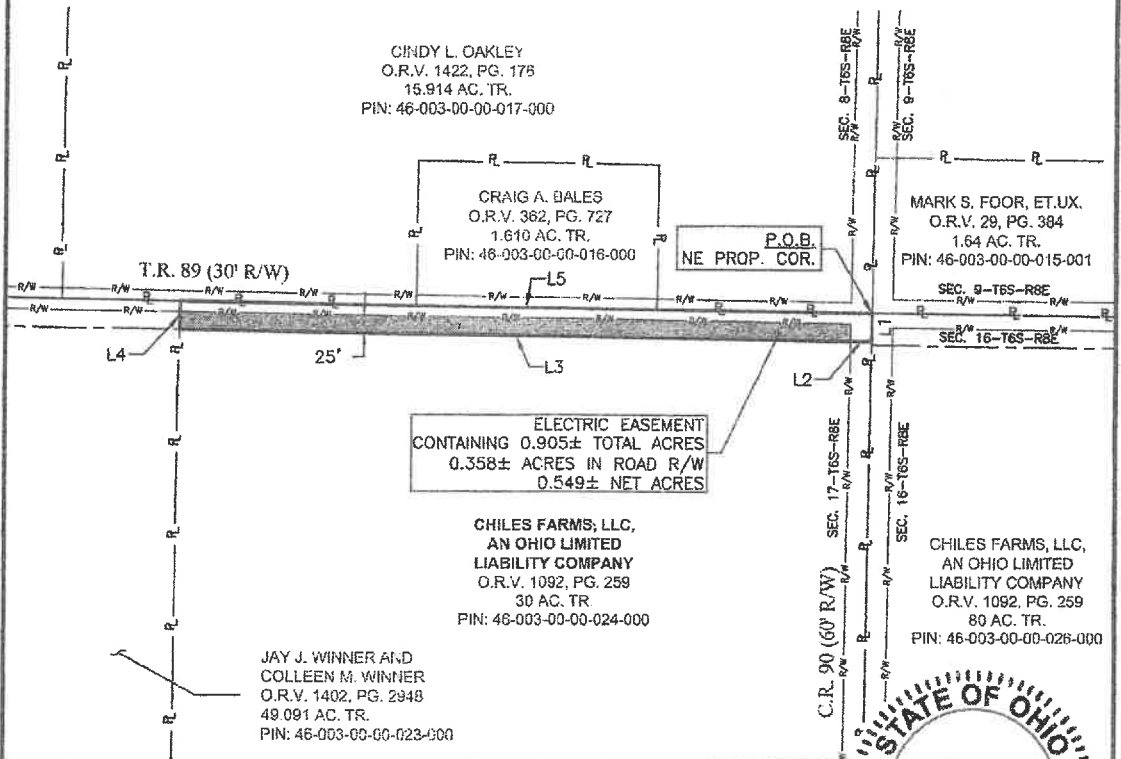
As used herein, words in plural number include words in the singular number.

# EXHIBIT "A"

LINE TABLE		
NUMBER	DIRECTION	LENGTH
L1	S00°49'03"W	40.00'
L2	N89°11'25"W	30.00'
L3	N89°11'25"W	955.47'
L4	N00°49'03"E	40.00'
L5	S89°11'25"E	985.46'



VICINITY MAP (NOT TO SCALE)



## NOTES:

THIS EXHIBIT WAS PREPARED FOR THE LIMITED USE OF AES OHIO FOR EASEMENT PURPOSES ONLY AND IS NOT INTENDED TO REPRESENT A COMPLETE SURVEY OF THE PROPERTY. ROAD AND RAILROAD DIMENSIONS ARE PER COUNTY AND STATE RECORDS, AND ADJOINING SURVEYS.

LAND OWNERSHIP INFORMATION IS PROVIDED BY OTHERS. NO ADDITIONAL VERIFICATION HAS BEEN PERFORMED BY SAM, LLC.

BEARINGS AND DISTANCES SHOWN HEREON WERE DERIVED FROM GPS OBSERVATIONS BASED ON GRID NORTH, OHIO STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NAD83 (2011), U.S. SURVEY FEET.

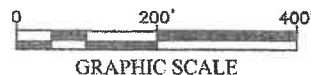
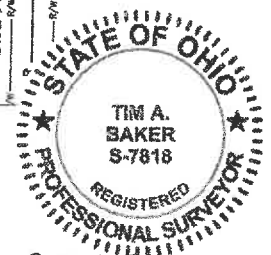
## LEGEND

- P.O.B. POINT OF BEGINNING
- AES RIGHT-OF-WAY LINE
- ROAD RIGHT-OF-WAY LINE
- EASEMENT AREA
- NET EASEMENT AREA
- PROPERTY LINE (APPROXIMATE)



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*Tim A. Baker*  
TIM A. BAKER  
PROFESSIONAL SURVEYOR No. 7818

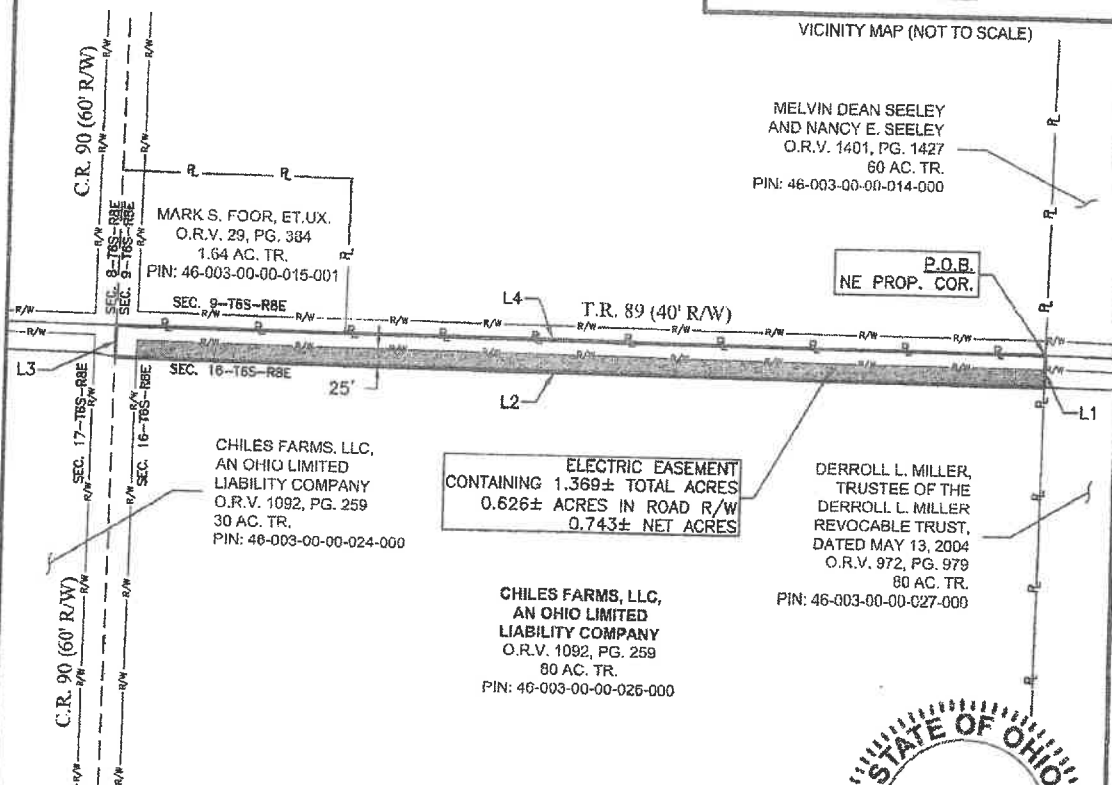


GRAPHIC SCALE

AES OHIO		
EASEMENT ACROSS THE LANDS OF CHILES FARMS, LLC, AN OHIO LIMITED LIABILITY COMPANY CONTAINING 0.549± NET ACRES		
SITUATED IN THE STATE OF OHIO, COUNTY OF LOGAN, TOWNSHIP OF STOKES. LOCATED IN THE NE 1/4 OF SECTION 17, TOWNSHIP 6, RANGE 8, CONGRESS LANDS OF 1819 SOUTH AND EAST OF THE FIRST PRINCIPAL MERIDIAN.		
SAM PROJ. #: 94414	AES PROJECT NAME: INDIAN LAKE - CHIPPEWA	SHEET: 1 OF 1
SCALE: 1"=200'	DATE: 9/26/2025	FILE: 46-003-00-00-024-000

# EXHIBIT "A"

LINE TABLE		
NUMBER	DIRECTION	LENGTH
L1	S00°53'52"W	45.00'
L2	N89°23'27"W	1,325.49'
L3	N00°49'03"E	45.00'
L4	S89°23'27"E	1,325.55'



## NOTES:

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BEARINGS AND DISTANCES SHOWN HEREON WERE DERIVED FROM GPS OBSERVATIONS BASED ON GRID NORTH, OHIO STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NAD83 (2011), U.S. SURVEY FEET.

## LEGEND

- P.O.B. POINT OF BEGINNING
- AES RIGHT-OF-WAY LINE
- ROAD RIGHT-OF-WAY LINE
- EASEMENT AREA
- NET R/W AREA
- PROPERTY LINE (APPROXIMATE)

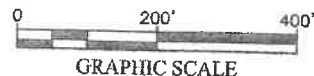
**SAM**

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*Tim Baker*  
TIM A. BAKER  
PROFESSIONAL SURVEYOR No. 7818



9-29-25  
DATE



AES OHIO		
EASEMENT ACROSS THE LANDS OF CHILES FARMS, LLC, AN OHIO LIMITED LIABILITY COMPANY CONTAINING 0.743± NET ACRES		
SITUATED IN THE STATE OF OHIO, COUNTY OF LOGAN, TOWNSHIP OF STOKES, LOCATED IN THE NW 1/4 OF SECTION 16, TOWNSHIP 5, RANGE 8, CONGRESS LANDS OF 1819 SOUTH AND EAST OF THE FIRST PRINCIPAL MERIDIAN.		
SAM PROJ. #: 94414	AES PROJECT NAME: INDIAN LAKE - CHIPPEWA	SHEET: 1 OF 1
SCALE: 1"=200'	DATE: 9/26/2025	FILE: 46-003-00-00-026-000