

TRANSFER
NOT NECESSARY

MAR 09 2021

MICHAEL STINZIANO
AUDITOR
FRANKLIN COUNTY, OHIO



An AEP Company

BOUNDLESS ENERGY

Eas. OH206989

Easement & Right of Way

CITY OF GAHANNA, a.k.a., CITY OF GAHANNA, OHIO, an Ohio municipal corporation, "Grantor", in consideration of \$1.00, the easement terms, and other good and valuable consideration from the Ohio Power Company, an Ohio corporation and a unit of American Electric Power, 700 Morrison Road, Gahanna, Ohio 43230, "Grantee", the receipt and sufficiency of which is acknowledged, grants and conveys with general warranty covenants to Grantee, its successors, assigns, lessees, licensees and tenants, a right of way and easement, "Easement" for electric and other current/future energy or communication purposes, overhead and underground, in, on, over, through and across the following described lands situated in the State of Ohio, County of Franklin, City of Gahanna, Quarter Township 1, Township 1, Range 17, United States Military Lands. Being part of a 1.27 acre tract of land, part of a 28-1/2 acre tract of land and part of Reserve "B" (8.793 acres) as delineated on the recorded plat of Woodside Green Section No. 2 of Record in Plat Book 53, pages 54, 55 and 56, Recorder's Office, Franklin County, Ohio and as further described in Instrument Number 200010240215752, Instrument Number 19672B15, and Instrument Number 00753A13 of the Franklin County Recorder's Office (Parcel # 025-004345-00, Parcel # 025-004276-00 & Parcel # 025-005784-00).

Said lines and facilities shall be constructed within the limits of certain strips of land. The dimensions of which are shown on the attached drawing marked Exhibit "A" and made a part hereof.

This Easement conveys all necessary and convenient rights for the Easement's use, including, without limitation, the rights to: construct, operate, maintain, inspect, protect, repair, replace, enlarge, upgrade, extend and remove utility facilities and relocate within the Easement, all necessary and convenient facilities which include but are not limited to: poles, anchors, guys, supporting structures, conductors, conduits, enclosures, grounding systems, foundations, manholes, transformers, and associated equipment, adding thereto from time to time; perform grading or filling for such facilities; cut, trim, remove and/or otherwise control, with herbicides or by other means, at Grantee's option (without any liability to Grantor), any trees, limbs or branches, brush, shrubs, undergrowth, of whatever size, buildings, structures, or other obstructions that in Grantee's reasonable judgment endanger or interfere with the safety or use of its facilities, both within and adjoining the Easement. Within the Easement, Grantor shall not: place any structures, piles or debris, interfere with lateral support, 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, 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 of Grantee's choosing, without the need for a new easement.

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 use its property in a manner 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. 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 successors, assigns, lessees, licensees, heirs and legal representatives, and if any term hereunder is held invalid, the remainder shall not be affected thereby.

04206989

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WITNESS, Grantor signed this Easement on the 22nd day of May, 2020.

CITY OF GAHANNA, a.k.a.,
CITY OF GAHANNA, OHIO,
an Ohio municipal corporation

By: Laurie A. Jadwin

Print Name: LAURIE A. JADWIN

Title: Mayor

STATE OF OHIO, }
COUNTY OF Franklin }

The foregoing instrument was acknowledged before me this 22nd day of May, 2020,
by Laurie A. Jadwin (Name), Mayor (Title of Officer)
of the CITY OF GAHANNA, a.k.a., CITY OF GAHANNA, OHIO, an Ohio municipal corporation.



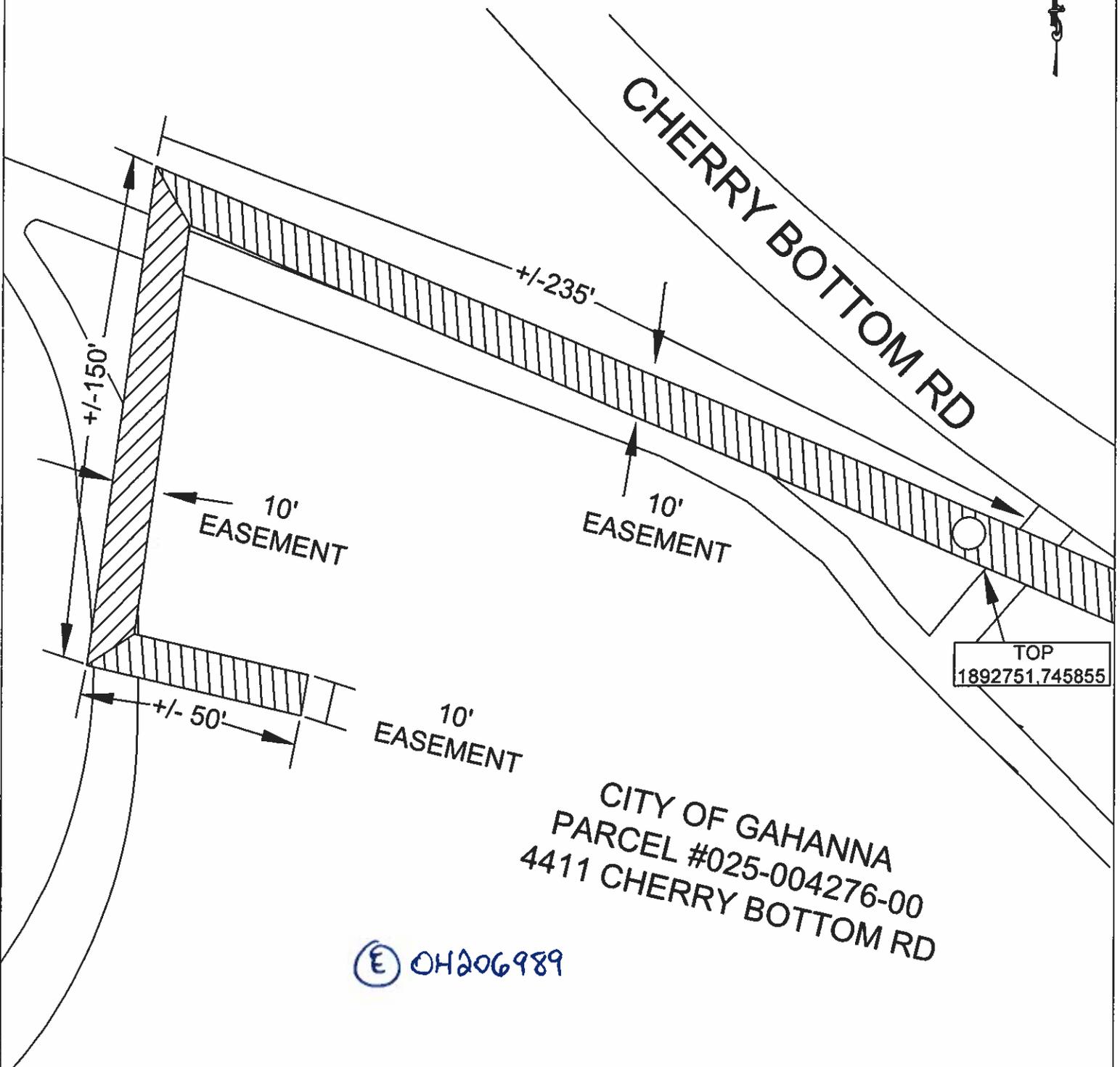
PAMELA L. RIPLEY
Notary Public, State of Ohio
My Commission Expires
7-1-2021

Pamela L. Ripley
Notary Public
My Commission Expires 7-1-2021

04206989

Easement prepared by Ohio Power Company MIW
Address: 1201 Cherry Bottom Road, Gahanna, Ohio 43230 Dwg. No. 72926718 & 72926442 W003156801
CALL BEFORE YOU DIG !!!

EXHIBIT A



NOT TO SCALE



OHIO POWER COMPANY

DRAWN BY: T.MITCHELL

PAGE: 1 OF 4

COUNTY: FRANKLIN

WR# 72926442

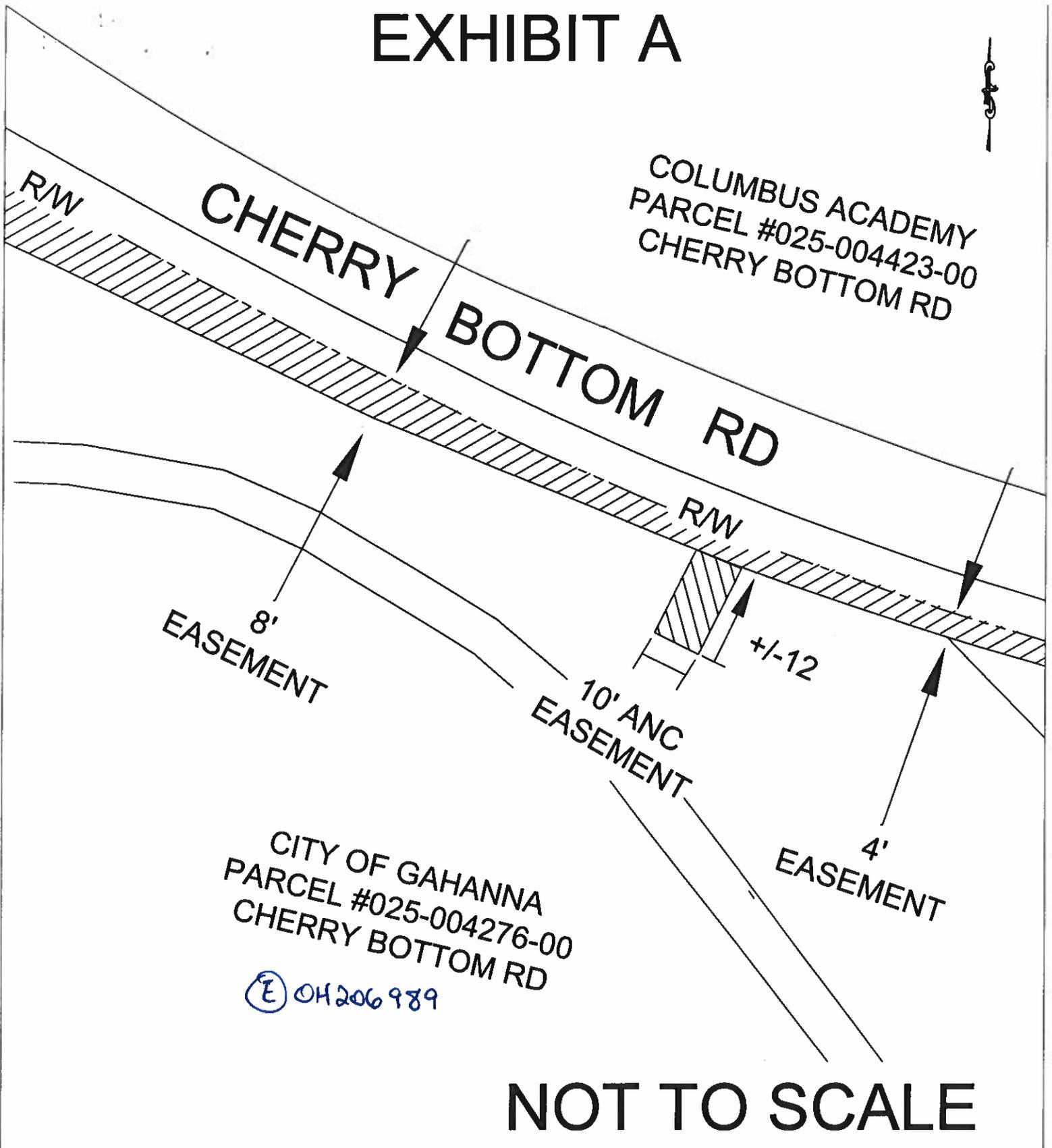
CITY/TWP: GAHANNA

DATE: 06/04/19

STATE: OHIO

SCALE: NTS

EXHIBIT A



ⓔ OH206989

NOT TO SCALE



OHIO POWER COMPANY

DRAWN BY: T.MITCHELL

PAGE: 2 OF 4

COUNTY: FRANKLIN

WR# 72926442

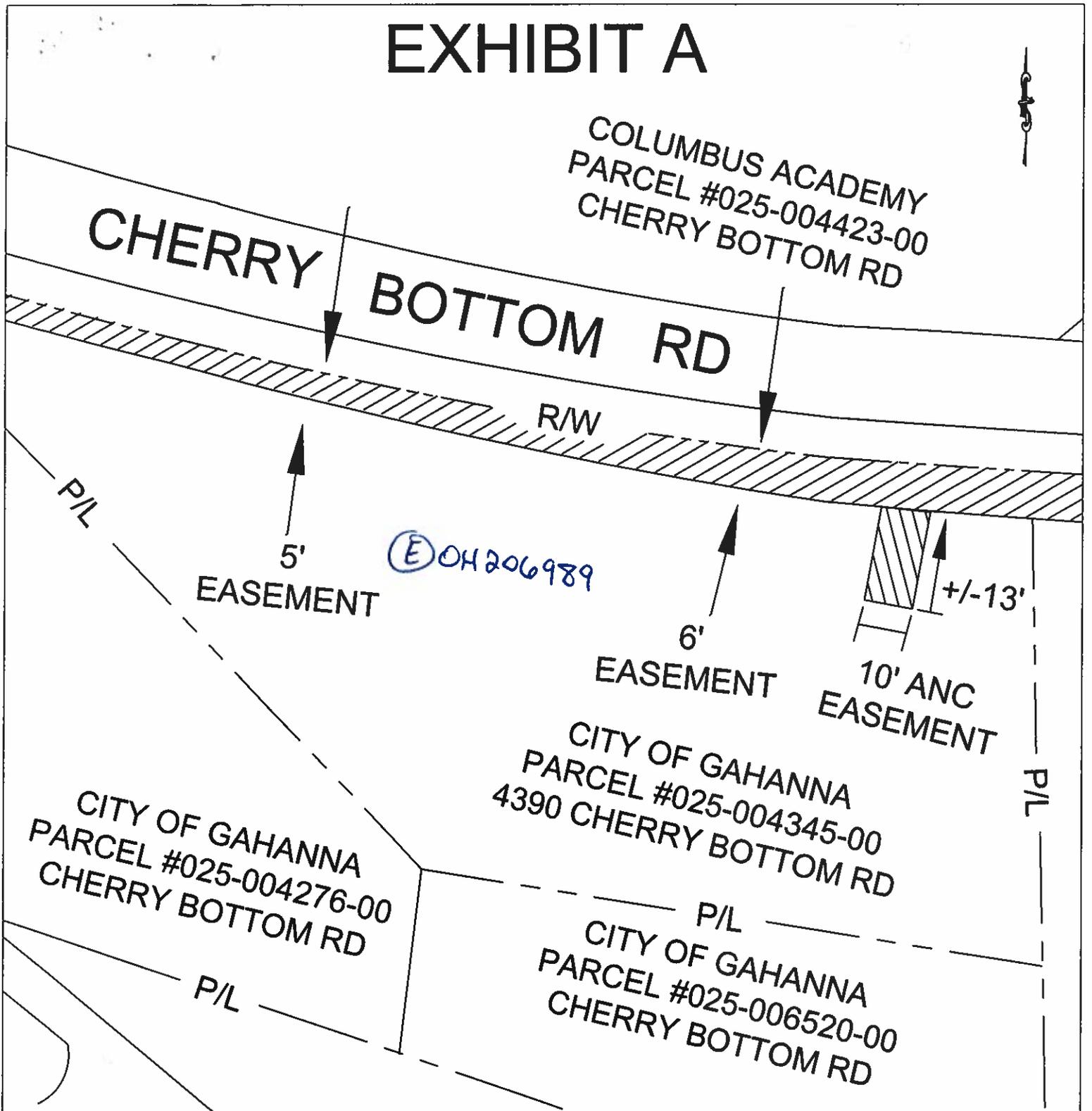
CITY/TWP: GAHANNA

DATE: 06/04/19

STATE: OHIO

SCALE: NTS

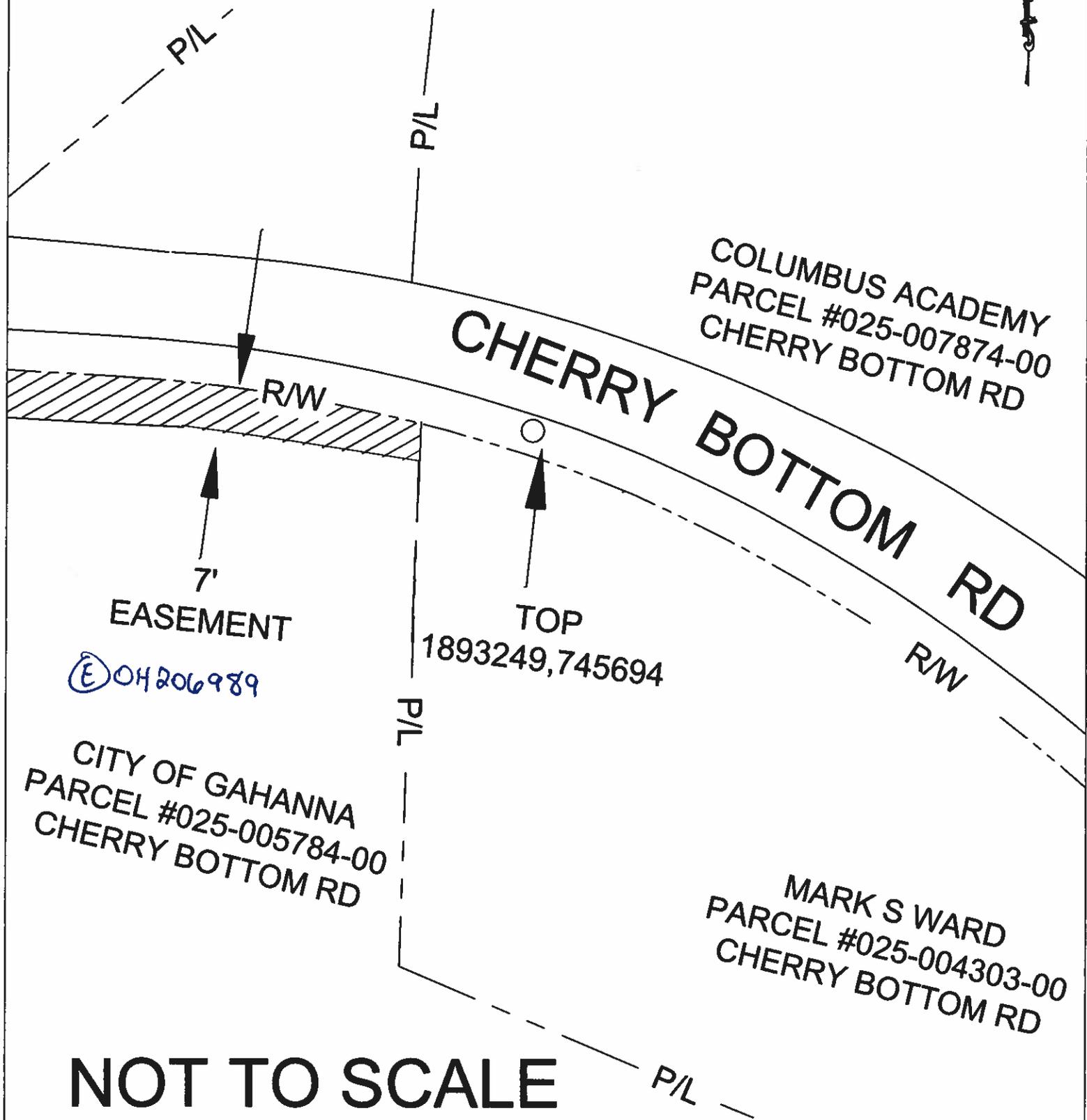
EXHIBIT A



NOT TO SCALE

 OHIO POWER COMPANY	DRAWN BY: T.MITCHELL	PAGE: 3 OF 4
	COUNTY: FRANKLIN	WR# 72926442
	CITY/TWP: GAHANNA	DATE: 06/04/19
	STATE: OHIO	SCALE: NTS

EXHIBIT A



NOT TO SCALE



OHIO POWER COMPANY

DRAWN BY: T.MITCHELL	PAGE: 4 OF 4
COUNTY: FRANKLIN	WR# 72926442
CITY/TWP: GAHANNA	DATE: 06/04/19
STATE: OHIO	SCALE: NTS

DO NOT DETACH



Instrument Number: 202103110044308
Recorded Date: 03/11/2021 9:40:11 AM



Daniel J. O'Connor Jr.
Franklin County Recorder
373 South High Street, 18th Floor
Columbus, OH 43215
(614) 525-3930
<http://Recorder.FranklinCountyOhio.gov>
Recorder@FranklinCountyOhio.gov

Return To (Mail Envelope):
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Transaction Number: T20210031013
Document Type: EASEMENT
Document Page Count: 7

Submitted By (Mail):
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First Grantor:
GAHANNA CITY OF

First Grantee:
OHIO POWER CO

Fees:	
Document Recording Fee:	\$34.00
Additional Pages Fee:	\$40.00
Total Fees:	\$74.00
Amount Paid:	\$74.00
Amount Due:	\$0.00

Instrument Number: 202103110044308
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