



AEP-America's Energy Partner™

## Easement & Right of Way

The City of Gahanna, Ohio, a municipal 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 Rd., 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 City of Gahanna, Franklin County, Ohio, being Open Spaces "A" and "B" and Reserve "A" of Stonegate as the same are delineated upon the recorded plat thereof, of record in Plat Book 100, Page 38, and conveyed by deed of record in Instrument 200707170124785, all references herein described are of the Franklin County Recorder's Office. **The above described acreage is now an existing subdivision known as STONEGATE SUBDIVISION, a subdivision containing Lots numbered 1 through 14, inclusive, Open Space "A", Open Space "B" and Reserve "A", as recorded in Plat Book 100, Page 38, Franklin 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, 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 \_\_\_\_\_ day of \_\_\_\_\_, 2007.

**The City of Gahanna, Ohio, a municipal corporation**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF OHIO, COUNTY OF \_\_\_\_\_ ss:  
The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2007,  
by \_\_\_\_\_

\_\_\_\_\_  
Notary Public  
Commission Expires \_\_\_\_\_

STATE OF OHIO, COUNTY OF \_\_\_\_\_ ss:  
The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2007,  
by \_\_\_\_\_

\_\_\_\_\_  
Notary Public  
Commission Expires \_\_\_\_\_

STATE OF OHIO, COUNTY OF \_\_\_\_\_ ss:  
The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2007,  
by \_\_\_\_\_  
[Name], \_\_\_\_\_ [Title of officer], of \_\_\_\_\_  
[Corporation Name], a \_\_\_\_\_ [State of incorporation] corporation, on behalf of the corporation.

\_\_\_\_\_  
Notary Public  
Commission Expires \_\_\_\_\_

STATE OF OHIO, COUNTY OF \_\_\_\_\_ ss:  
The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2007,  
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 \_\_\_\_\_, 2007,  
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.

Easmt. No. \_\_\_\_\_  
Dwg. No. 117016  
W.O. No. W001547501

Address: Stonegate Circle / Open Space "A" & Reserve "A"  
STONEGATE SUBDIVISION

Easement prepared by Columbus Southern Power Company TOM

## **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.

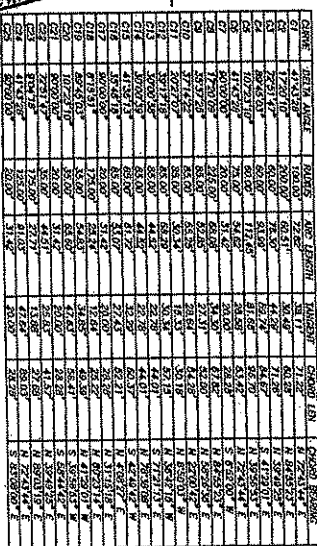
SITUATED IN AND BEING PART OF  
QUARTER TOWNSHIP 1, TOWNSHIP 1, RANGE 17  
UNITED STATES MILITARY LANDS  
CITY OF GAHANNA, FRANKLIN COUNTY, OHIO

**Geo-Graphics Inc.**  
**Land Surveying & Civil Engineering**  
3331 Livingston Ave., Columbus, Ohio 43227  
614-231-2016

Paul J. Vassilios

**IRON PRESS:** Where indicated are to be wet and are  $3/16$  inch LD, by 30 inches in length with a red plastic cap marked "see graphics".  
**PERMANENT MARKERS:** Where indicated are to be wet and are 1 inch, solid G.O.

ARMAND F. ARICHO, JR.  
3715 Oak Ridgemoor Road  
Delaware, Ohio 43030



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Q. R. R.

= PROPOSED CSP EASMT. ALZALS)

**STONEGATE**

PLATE  
SHEET  
1 OF 1