



AEP: America's Energy Partner™

Easement & Right of Way

The Village of Gahanna, n/k/a 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, located in Section 1, Township 1, Range 17, United States Military Lands, containing 24.9187 acres, more or less, as conveyed by deed of record in Deed Book 3085, Page 138, Franklin County Recorder's Office.

Said lines and facilities shall be constructed within the limits of a Ten Foot (10') wide strip of land, the centerline of which being said lines and facilities as installed, as shown on Exhibit "A", attached hereto 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, 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 _____, 2008.

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 _____, 2008,
by _____.

Notary Public

Commission Expires _____

STATE OF OHIO, COUNTY OF _____ ss:

The foregoing instrument was acknowledged before me this _____ day of _____, 2008,
by _____.

Notary Public

Commission Expires _____

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

Easmt. No. _____
Dwg. No. 1124988
W.O. No. W00711001

Address: 220 Olde Ridenour Road

Easement prepared by Columbus Southern Power Company TOM

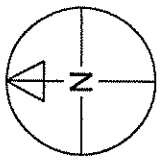
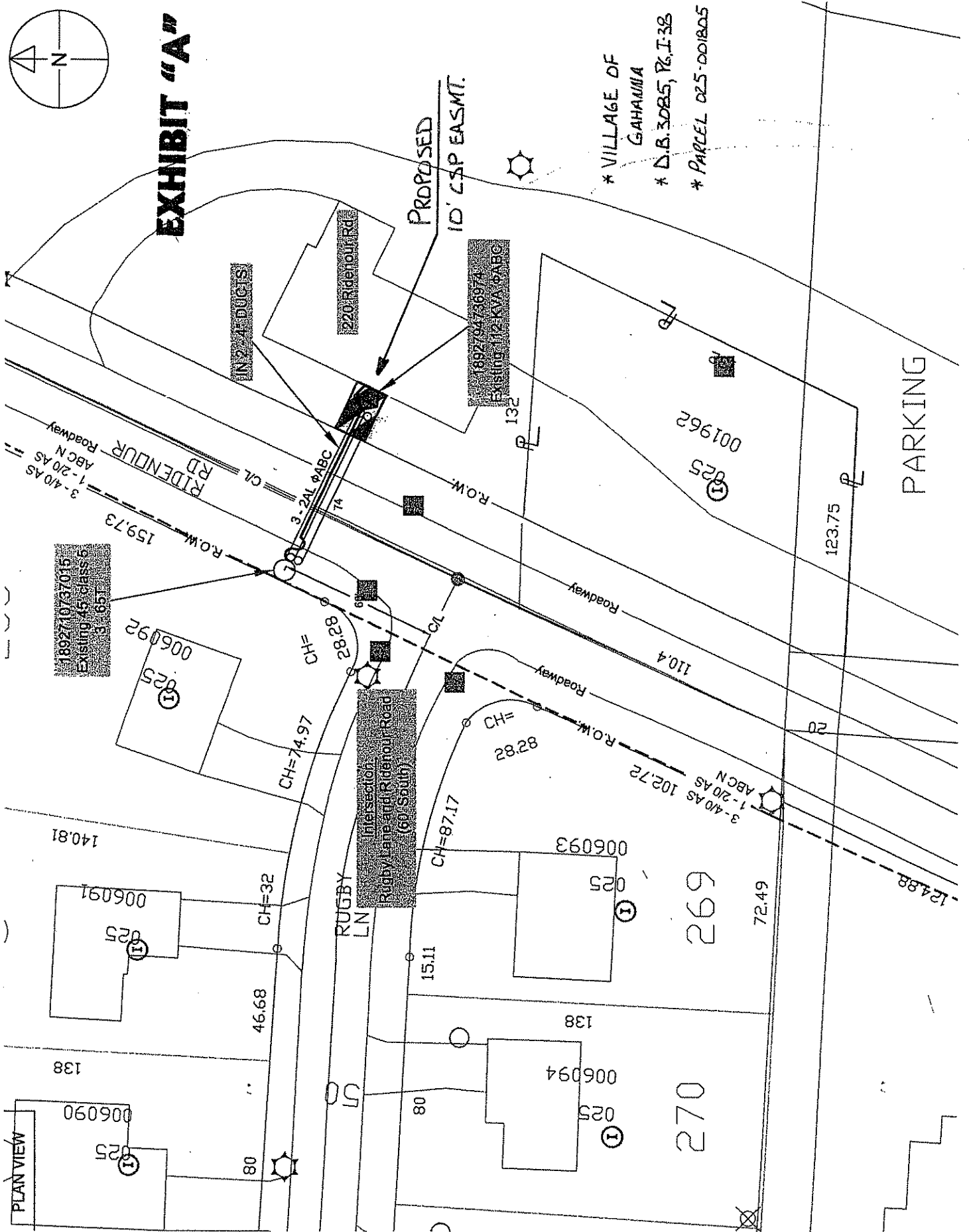


EXHIBIT "A"



* VILLAGE OF
GAHANIMA
* D.B. 3085, P.I. 32
* PARCEL 025-001805

PLAN VIEW