



AEP America's Energy Partner

Eas. _____

Easement & Right of Way

_____, "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 43230-6642, "Grantee", the receipt and sufficiency of which is acknowledged, grants and conveys with general warranty covenants to Grantee, a 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 City of Gahanna, Franklin County, Ohio, and being part of Section No(s). 3 Township No(s). Twp. 1-North and Range No(s). 16 West Being 2.024 acres, Survey U.S.M.L., in Deed/Official Record Volume(s) Deed Book 3667, Page(s) 594 of the Franklin County Recorder's Office:

Said lines shall be constructed within the limits of a ten (10) foot wide strip of land. The centerline being the underground cable as installed. The approximate location of which is shown on the attached drawing marked Exhibit "A" and made a part hereof.

The 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 easements, 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 _____, 20_____.

Signed and Acknowledged in the Presence of:

City of Gahanna

Print Name: _____

By: _____
Print Name: _____

Print Name: _____

Title: _____
Print Name: _____

Print Name: _____

Print Name: _____

Print Name: _____

Print Name: _____

CALL BEFORE YOU DIG !!!

EXHIBIT A

**DESCRIPTION OF AN EASEMENT AREA
LOCATED SOUTH OF CLAYCRAFT ROAD,
EAST OF GAHANA PARKWAY,
IN THE CITY OF GAHAN, FRANKLIN COUNTY, OHIO**

Situate in the State of Ohio, County of Franklin, City of Gahana, and lying in Quarter Section 3, Township 3 North, Range 16 West, United States Military Lands, and being an easement area on, over, and across Lot 2 in THE INDUSTRIAL ZONE, a subdivision of record, as shown in Plat Book 54, Page 86, records of the Recorder's Office, Franklin County, Ohio, and said easement area being bounded and more particularly described as follows:

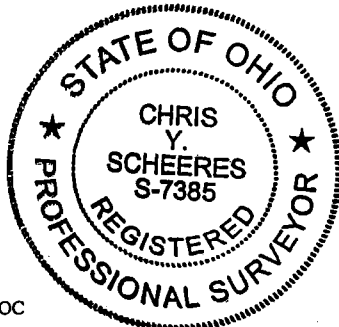
Beginning at a point marking the common corner of Lots 1 and 4 in the north line of said Lot 2, as shown and delineated on the record plat of said THE INDUSTRIAL ZONE;

Thence along the following six (6) courses and distances over and across said Lot 2:

1. South 50° 35' 58" West, a distance of 56.65 feet, to a point;
2. South 01° 17' 06" West, a distance of 6.61 feet, to a point;
3. South 89° 56' 20" West, a distance of 9.86 feet, to a point;
4. North 01° 17' 06" East, a distance of 7.88 feet, to a point;
5. North 89° 56' 20" East, a distance of 3.50 feet, to a point;
6. North 50° 35' 58" East, a distance of 54.65 feet, to a point in the line common to said Lots 1 and 2;

Thence North 90° 00' 00" East, a distance of 7.88 feet, along the line common to said Lots 1 and 2, to the **Point of Beginning**, containing 352 square feet, more or less.

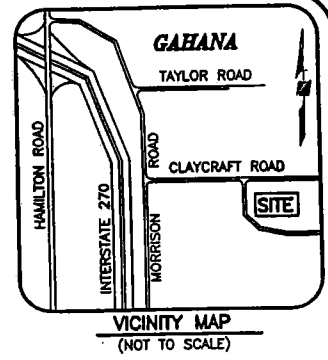
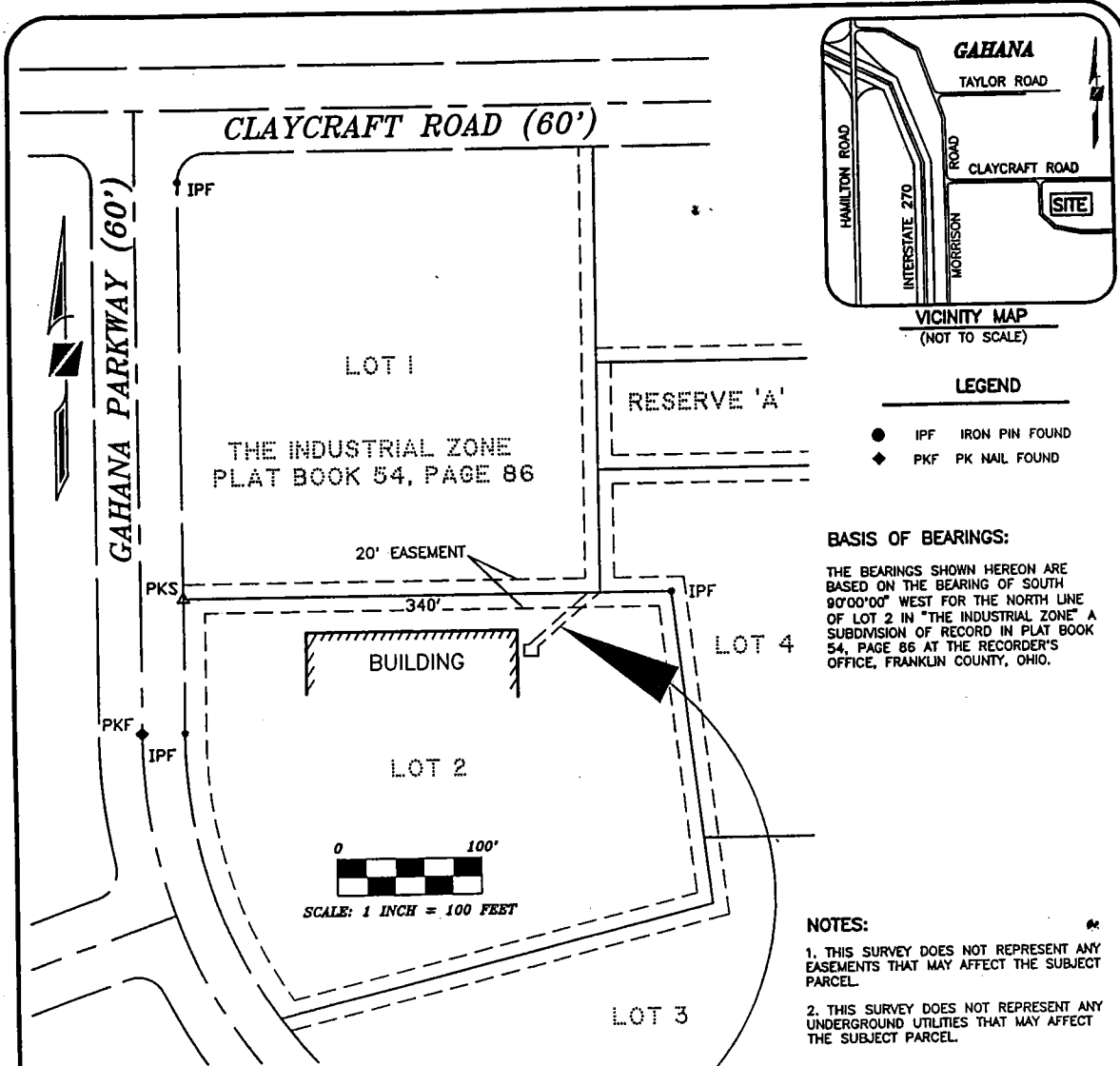
The bearings used herein are based on the same meridian as the bearing of South 90° 00' 00" West for the north line of Lot 2, as shown and delineated on the plat of The Industrial Zone of record in Plat Book 54, Page 86 at the Recorder's Office, Franklin County, Ohio.



R. D. ZANDE & ASSOCIATES, INC.

Chris Y. Scheeres, P.S.
Chris Y. Scheeres, P.S. 26 Dec. 2000
Registered Surveyor No. 7385

sche3 U:\sche3\560044-EASE.dwg LEGAL Layout DEC 26, 2000 4:49 PM



VICINITY MAP
(NOT TO SCALE)

LEGEND

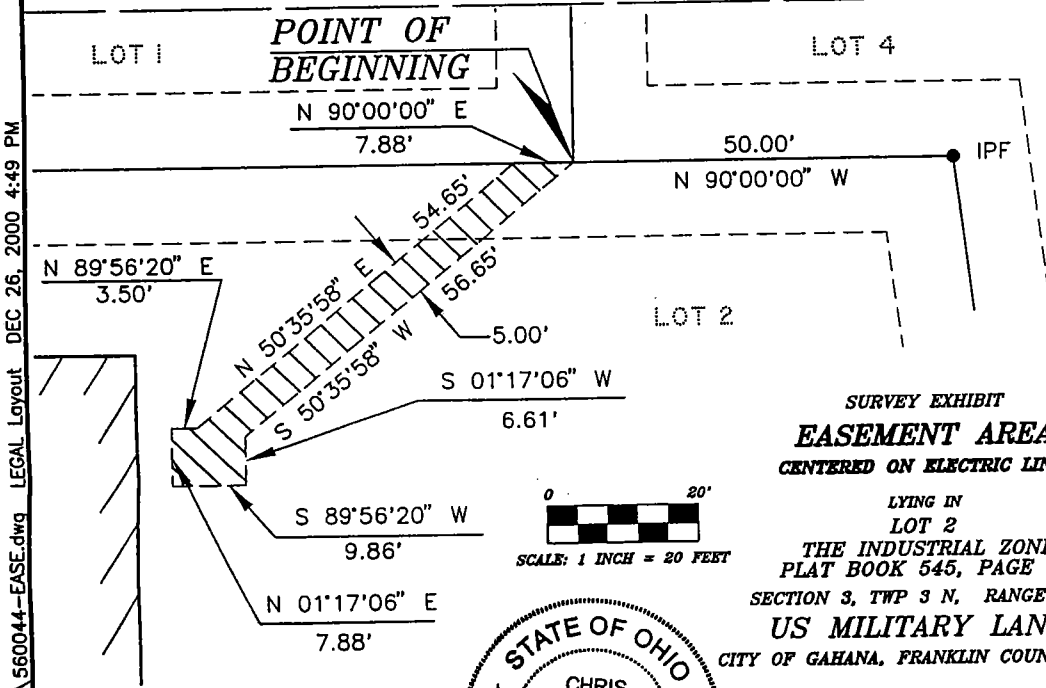
- IPF IRON PIN FOUND
- ◆ PKF PK NAIL FOUND

BASIS OF BEARINGS:

THE BEARINGS SHOWN HEREON ARE BASED ON THE BEARING OF SOUTH 90°00'00" WEST FOR THE NORTH LINE OF LOT 2 IN "THE INDUSTRIAL ZONE" A SUBDIVISION OF RECORD IN PLAT BOOK 54, PAGE 86 AT THE RECORDER'S OFFICE, FRANKLIN COUNTY, OHIO.

NOTES:

1. THIS SURVEY DOES NOT REPRESENT ANY EASEMENTS THAT MAY AFFECT THE SUBJECT PARCEL.
2. THIS SURVEY DOES NOT REPRESENT ANY UNDERGROUND UTILITIES THAT MAY AFFECT THE SUBJECT PARCEL.



SURVEY EXHIBIT
EASEMENT AREA
CENTERED ON ELECTRIC LINE

LYING IN
LOT 2
THE INDUSTRIAL ZONE
PLAT BOOK 545, PAGE 86
SECTION 3, TWP 3 N, RANGE 16 W,
US MILITARY LANDS
CITY OF GAHANA, FRANKLIN COUNTY, OHIO



R. D. ZANDE & ASSOCIATES, INC.
Chris Y. Scheeres, P.S.
CHRIS Y. SCHEERES, P.S.
REGISTERED SURVEYOR NO. 7385
26 Dec. 2000

PREPARED BY:
R.D. Zande & Associates
1237 DUBLIN ROAD
COLUMBUS, OHIO 43215