

ACCESS EASEMENT AGREEMENT

This **ACCESS EASEMENT AND AGREEMENT** ("Agreement") is made and entered into as of the _____ day of _____, 2024 by and between **OHIO POWER COMPANY**, successor-in-interest to Columbus and Southern Ohio Electric Company, an Ohio corporation ("Grantor"), and **CITY OF GAHANNA** ("Grantee"), under the following circumstances:

WHEREAS, Grantor owns the parcel of property located at 700 Morrison Road, parcel ID 025-011387 (the "Grantor's Property") within the City of Gahanna, Franklin County, Ohio.

WHEREAS, Grantee owns an adjacent parcel of property located at 825 Tech Center Drive, parcel ID 025-011536 (the "Grantee's Property") within the City of Gahanna, Franklin County, Ohio.

WHEREAS, Grantor wishes to convey, and Grantee wishes to receive, an easement on, over and across a portion of the Grantor's Property pursuant to the terms and conditions provided hereinafter.

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, receipt of which is hereby acknowledged by Grantor, the parties hereto agree as follows:

1. **Grant of Access Easement.** Grantor hereby grants to Grantee a non-exclusive access easement for purposes of ingress and egress by emergency medical service and police vehicles across the paved parking facility located on Grantor's Property (the "Access Easement Area") as described in **Exhibit A** (the "Access Easement Description") and depicted in **Exhibit B** (the "Access Easement Survey"), with such Access Easement Area to be used by Grantee to allow public safety vehicular access from Tech Center Drive, Gahanna, Ohio to Grantee's Property.

2. **Alterations.**

(a) Grantee, at its sole cost and expense, may construct a driveway access point ("Access Point") between the Grantor's and Grantee's Properties in accordance with the plans attached hereto as **Exhibit C** so as to connect the properties via the Access Point without adversely affecting Grantor's Property or the Access Easement Area. Grantee agrees to keep Grantor's Property, including the Access Easement Area, free and clear of all liens and be responsible at Grantee's sole cost and expense for all necessary governmental permits and approvals.

(b) Any alterations to the Access Easement Area or Grantor's Property are subject to Grantor's prior written approval.

(c) Grantee acknowledges and is aware of Grantor's electrical line located within the Access Easement Area and Grantee shall accordingly maintain a minimum ground cover of at least thirty-six inches (36") within the Access Easement Area.

3. **Grant of Temporary Construction Easement.** Grantor hereby grants to Grantee a non-exclusive temporary construction easement within the Access Easement Area for the limited purpose of constructing the Access Point connecting Grantee's Property to the parking facility on Grantor's Property (the "Temporary Construction Easement") as shown on **Exhibit C**, and Grantee shall not utilize the Access Easement Area for any construction traffic that is not directly related to the construction of the Access Point. Grantee's use of the Access Easement Area for construction purposes shall be in a manner of minimal disturbance to Grantor and limited to the minimum area necessary to complete construction of the Access Point. Upon the signing and recording of this Agreement, Grantee shall initiate necessary steps to secure a contractor to perform the construction. Grantee shall have sixty (60) days from the date Grantee's contractor mobilizes on Grantee's Property to initiate and complete all construction within the Access Easement Area. Provided that Grantee is using good faith efforts to complete all construction within the Access Easement Area within the aforementioned sixty (60) day period but Grantee needs additional time to complete the construction due to weather, difficulty in obtaining materials, a force majeure event, or any other factor that reasonably delays the completion of the construction, Grantee shall have an additional thirty (30) day period to complete the construction. In such event, Grantee shall notify Grantor of the additional thirty (30) day period no later than ten (10) days prior to the expiration of the original sixty (60) day period. During such sixty (60) day period (or additional thirty (30) day period as applicable), the Access Easement Area shall remain open and accessible at all times to vehicular access to Grantor's Property. Grantee shall be liable for any and all costs and damages incurred during the construction of the Access Easement Area and/or Access Point, including restoration of the Access Easement Area to the condition existing prior to the Temporary Construction Easement in a manner reasonably satisfactory to Grantor. No work performed by Grantee in connection with the construction of the Access Point shall unreasonably disturb or damage the property, drains, ditches, and Grantor's property markers; and in the event it does, Grantee shall promptly notify Grantor and shall reimburse Grantor for its expense reasonably incurred in repairing or replacing said property, drains, ditches and property markers.

4. **Repair and Maintenance.** Grantor shall continue to maintain the Access Easement Area and shall make all ordinary and necessary repairs and replacements of the asphalt and/or concrete surface, striping and curbing installed by Grantor. Grantee shall be responsible for fifty percent (50%) of the actual expenses incurred by Grantor in performing such maintenance, repair and replacement obligations of the Access Easement Area. Said reimbursement shall be made by Grantee within thirty (30) days of receipt from Grantor of an invoice for maintenance and repair expenses.

5. **Reserved Rights.** Notwithstanding the foregoing, Grantor and its successors and assigns reserve all rights and privileges which may be used and enjoyed on Grantor's Property and the Access Easement Area without materially interfering with or abridging the rights of the Grantee created by this Agreement.

6. **Restrictions on Use.** Grantor shall not restrict, construct, use, or allow Grantee's Property or the Access Easement Area to be inaccessible without prior written notification to the Grantee.

7. **Insurance.** Grantee shall maintain a policy of commercial general liability insurance, issued by an insurance company reasonably acceptable to Grantor, with a combined single limit of not less than One Million Dollars (\$1,000,000.00) and an umbrella or excess liability policy in the amount of Four Million Dollars (\$4,000,000), both naming Grantor and its agents, contractors, tenants, and any other third parties required by Grantor as additional insureds, insuring against any injury, death or damage to persons or property that may result from Grantee's use of or access to the Access Easement Area or Grantor's Property. A copy of the insurance policy, or other evidence satisfactory to Grantor, shall be submitted to Grantor prior to Grantee's initial construction of the Access Points and use of the Access Easement Area.

8. **Authority.** Grantor and Grantee represent and warrant that each has full right and lawful authority to enter into this Agreement, and that Grantor is lawfully seized of the entire Grantor's Property, and that no consent or approval of any mortgagee or other entity is required.

9. **No Warranty of Title.** Grantor makes this grant of easement, and Grantee hereby accepts the easement, subject to the restrictions, easements, covenants, leases, liens, and other encumbrances of record and matters which an inspection or accurate survey of the Access Easement Area would disclose. The grant of this easement shall be without any warranty, express, implied, or statutory. Grantor expressly disclaims any warranty of title and any warranty of freedom from encumbrances. GRANTEE ACCEPTS THE PROPERTY AND THE EASEMENT AREA IN THEIR PRESENT CONDITION AND ON AN "AS IS" BASIS. GRANTEE ACKNOWLEDGES THAT ITS ACCEPTANCE ON AN "AS IS" BASIS FORMS A MATERIAL PART OF THE CONSIDERATION OF THIS AGREEMENT.

10. **Liability Release.** By acceptance of this Agreement, Grantee, to the extent permitted by the laws of the State of Ohio, expressly agrees to release and waive Grantor from and against any and all loss, liability, claims or causes of action existing in favor of or asserted by any person arising out of or relating to Grantee's exercise of its rights under this Agreement or its failure to perform any duties or obligations under this Agreement, including, without limitation, Grantee's obligation to limit its use and occupancy of the Access Easement Area to the permitted uses herein, except to the extent caused by Grantor's gross negligence or intentional wrongdoing.

11. **Duration.** This Agreement shall run with the land and inure to the benefit of and be binding upon the Grantor and Grantee hereto and their respective heirs, executors, representatives, successors and assigns.

12. **Headings.** The headings herein are for convenience and reference only and in no way define or limit the scope and content of this Agreement or in any way affect its provisions.

13. **Miscellaneous.**

(a) This Agreement shall be construed, interpreted, and enforced under the laws of the State of Ohio.

(b) This Agreement is the joint product of Grantor and Grantee and each provision hereof has been subject to the mutual consultation, negotiation, and agreement of Grantor and Grantee, and shall not be construed for or against any party hereto. This Agreement is not intended to, and shall not, create an association, partnership, joint venture or principal and agency relationship between the owner of Grantor's

Property or the owner of Grantee's Property.

(c) No agreement shall be effective to add to, change, modify, waive, or discharge this Agreement in whole or in part, unless such agreement is in writing executed by Grantor and Grantee.

(d) All notices permitted or required under this Agreement shall be in writing and shall be deemed properly delivered when (i) hand delivered, (ii) deposited in the United States mail, postage prepaid, certified or registered mail, return receipt requested, or (iii) if by overnight messenger service (i.e. Federal Express), on the date of delivery of such overnight messenger service to the parties at their respective addresses set forth below (or such other addresses as each party may designate by written notice to the other):

To Grantor:

Ohio Power Company
1 Riverside Plaza, 16th Floor
Columbus, Ohio 43215
Attn: Real Estate Asset Management

To Grantee:

City of Gahanna
200 South Hamilton Road
Gahanna, OH 43230
Attention: Laurie A. Jadwin – Mayor

(e) No determination by any court, governmental body or otherwise that any provision of this Agreement is invalid or unenforceable in any instance shall affect the validity or unenforceability of any other such provision, or such provision in any circumstances not controlled by such determination.

(f) This Agreement represents the complete understanding of the parties as to the subject matter hereof, and supersedes all prior written or oral negotiations, representations, warranties, statements, or agreements between the parties as to the same.

(g) No waiver of any provision hereof shall be deemed to imply or constitute a further waiver or any other provisions set forth herein.

(h) This Agreement may be executed in several counterparts, each of which may be deemed an original and all such counterparts together shall constitute one and the same Agreement.

(i) The access easement granted by this Agreement is a private easement and is not intended, and this instrument may not be construed, as a dedication for public use.

IN WITNESS WHEREOF, Grantor and Grantee hereby execute this agreement as of the day and year first written above.

To Grantor:

Ohio Power Company

By: _____

P. Todd Ireland
Manager, Real Estate Asset Management
American Electric Power Service Corporation
Authorized Signer

STATE OF OHIO
COUNTY OF FRANKLIN

The forgoing instrument was acknowledged before me the ____ day of _____, 2024 by P. Todd Ireland, the Authorized Signer of the Ohio Power Company, on behalf of the organization. No oath or affirmation was administered to the signer with regard to the notarial act.

Notary Public

My commission Expires: _____

To Grantee:

City of Gahanna

By: _____

Name: Laurie A. Jadwin _____

Title: Mayor _____

STATE OF OHIO
COUNTY OF FRANKLIN

The forgoing instrument was acknowledged before me the ____ day of _____, 2024 by _____, the _____ of the City of Gahanna, on behalf of the municipality. No oath or affirmation was administered to the signer with regard to the notarial act.

Notary Public

My commission Expires: _____

Approve to Form:

City of Gahanna

By: _____

Name: Priya Tamilarasan _____

Title: City Attorney _____

Exhibit A
Access Easement Description

Access Easement Description
0.245 Acre
South of Techcenter Drive
East of Morrison Road

-1-

Situated in the State of Ohio, County of Franklin, City of Gahanna, Lot 5 and 6, Quarter Township 3, Township 1 North, Range 16 West, United States Military Lands, being a 0.245 acre tract of land, said 0.245 acre tract being part of a 8.643 acre tract of land conveyed to Columbus Southern Power Company of record in Instrument Number 199806120145921, said 0.245 acre tract being more particularly described as follows;

Beginning at the northeasterly corner of said 8.643 acre tract, the northwesterly corner of a 7.625 acre tract of land conveyed as Parcel 1 and conveyed to the City of Gahanna of record in Instrument Number 202211160157866 and being in the southerly right-of-way line of a 1.433 acre tract of land dedicated as Techcenter Drive (R/W-Varies) in Plat Book 87, Page 58;

Thence **S 06° 23' 34" W**, along the easterly line of said 8.643 tract and along the westerly line of said 7.625 acre tract, **237.23 feet** to a point;

Thence across said 8.643 acre tract, the following two (2) courses;

N 83° 36' 26" W, 45.00 feet to an angle point;

N 06° 23' 34" E, 237.23 feet to a point in the northerly line of said 8.643 acre tract and being in said southerly right-of-way line;

Thence **S 83° 36' 26" E**, along said common line, **45.00 feet** to the **True Point of Beginning**.

Containing **0.245 Acres** more or less.

This exhibit is based on information obtained from the Franklin County Auditor's and Recorder's Office and information obtained from an actual field survey conducted in December of 2022.

The basis of bearings used for this exhibit are based on the NAD83 Ohio State Plane Coordinate System, NAD83 South Zone (2011 adj.) which determines the bearing for a portion of the south right-of-way of Tech Center Drive to be S86°47'35"E.

ADVANCED CIVIL DESIGN, INC.

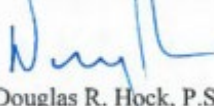
 1/3/24
Douglas R. Hock, P.S. 7661 Date:



Exhibit B Access Easement Survey

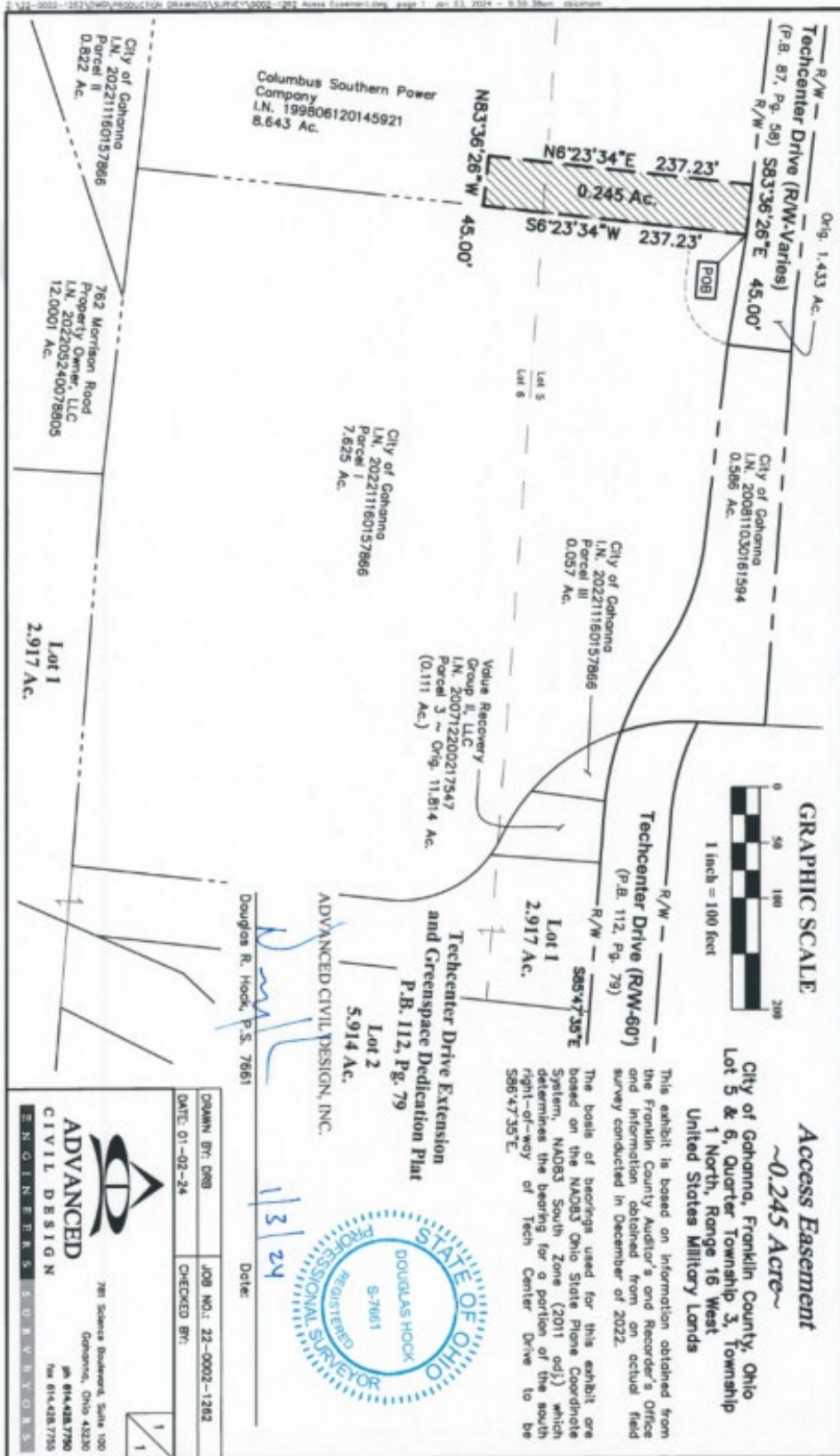


Exhibit C
Temporary Construction Easement and Access Point Plans

