



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). 1N and Range No(s). 16W, Survey U.S.M.L. 2.177 acres, in Deed/Official Record Volume(s) 3715, Page(s) 768 of the Franklin County Recorder's Office: Being Lot 17 of the Industrial Zone as the same is numbered and delineated upon the recorded plat thereof, of record in Plat Book 54, Pages 86-90, Franklin County Recorder's office.

Said lines shall be constructed within the limits of a five (5) foot wide strip of land, the centerline being the underground cable as installed beneath the surface of the ground. The approximate location of said line is shown on the attached drawing 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 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 _____, 20_____.

2 Different witnesses
Signed and Acknowledged in the Presence of: _____ City of Gahanna

Print Name: _____
Print Name: _____
Print Name: _____
Print Name: _____

By:
Print Name: _____
Title: _____
~~Print Name: _____~~
Print Name: _____
Print Name: _____

Sign in new on back

STATE OF OHIO, COUNTY OF _____ ss:
The foregoing instrument was acknowledged before me this _____ day of _____, 20____,
by _____

Notary Public
Commission Expires _____

STATE OF OHIO, COUNTY OF _____ ss:
The foregoing instrument was acknowledged before me this _____ day of _____, 20____,
by _____

Notary Public
Commission Expires _____

STATE OF OHIO, COUNTY OF _____ ss:
The foregoing instrument was acknowledged before me this _____ day of _____, 20____,
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 _____, 20____,
by _____
[Name of partner or agent], _____ [Title of partner or agent], on behalf of _____
[Partnership Name], a partnership.

Notary Public
Commission Expires _____

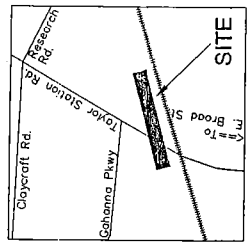
STATE OF OHIO, COUNTY OF _____ ss:
The foregoing instrument was acknowledged before me this _____ day of _____, 20____,
by _____
[Name of attorney in fact], on behalf of _____ [Name of principal].

Notary Public
Commission Expires _____

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

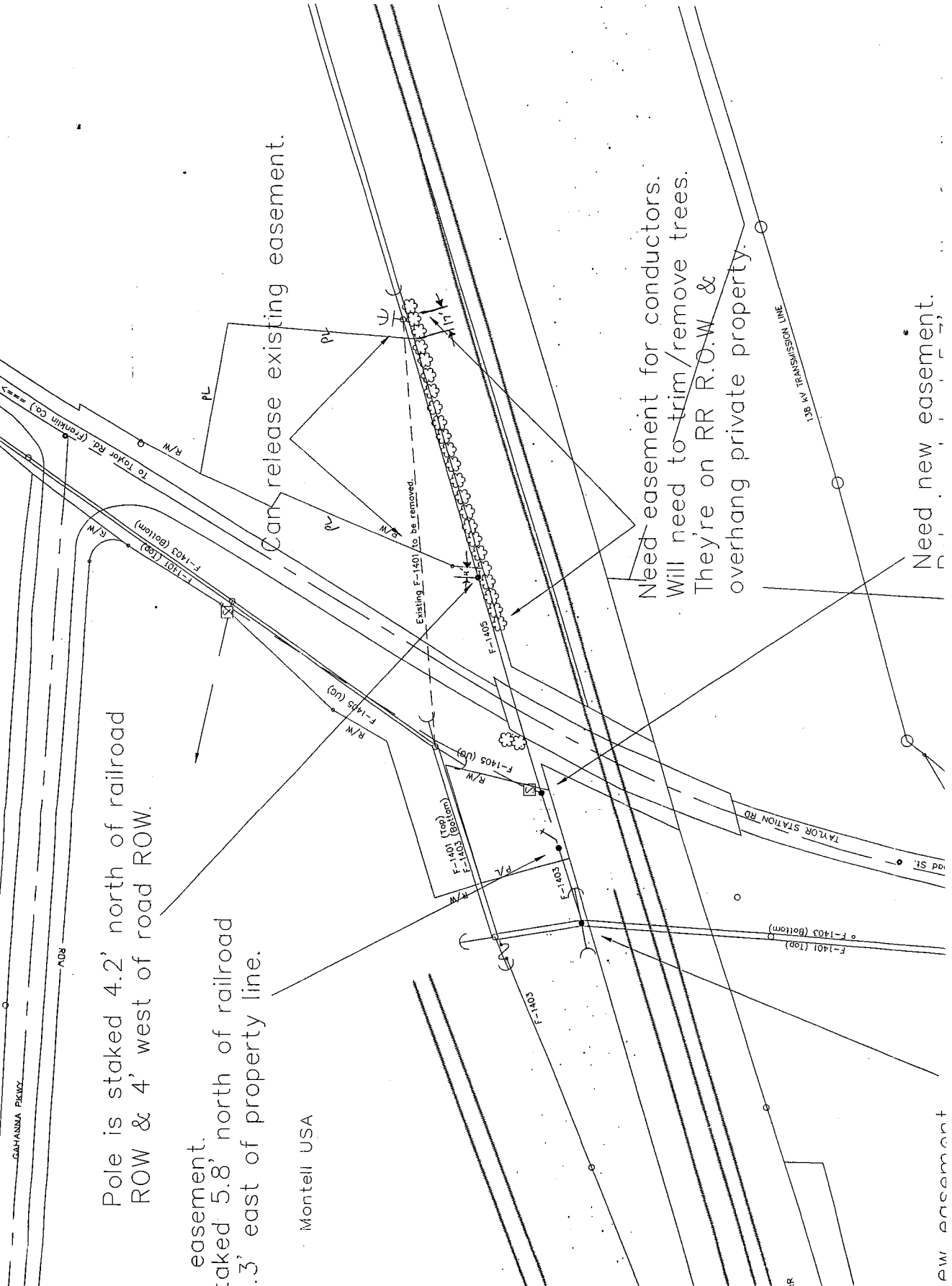
Eas. No. _____ Address 977 Gahanna Parkway
Dwg. No. 101291
W. O. No. 100500276 (CZ)

Easement prepared by Columbus Southern Power Company



CODE

○	EXISTING POLE
●	PROPOSED POLE
○	EXISTING POLE OF TRANSMISSION
●	PROPOSED POLE OF TRANSMISSION
○	EXISTING TRANSMISSION LINE
●	PROPOSED TRANSMISSION LINE
○	EXISTING FEDERAL
●	PROPOSED FEDERAL
○	EXISTING STATE
●	PROPOSED STATE
○	EXISTING COUNTY
●	PROPOSED COUNTY
○	EXISTING CITY
●	PROPOSED CITY
○	EXISTING TOWNSHIP
●	PROPOSED TOWNSHIP
○	EXISTING PARISH
●	PROPOSED PARISH
○	EXISTING LOCALITY
●	PROPOSED LOCALITY
○	EXISTING DISTRICT
●	PROPOSED DISTRICT
○	EXISTING COUNTY
●	PROPOSED COUNTY
○	EXISTING STATE
●	PROPOSED STATE
○	EXISTING FEDERAL
●	PROPOSED FEDERAL



Pole is staked 4.2' north of railroad ROW & 4' west of road ROW.

easement.
staked 5.8' north of railroad
.3' east of property line.

Can release existing easement.

Montelli USA

Need easement for conductors.
Will need to trim/remove trees.
They're on RR R.O.W. &
overhang private property.

Need new easement.

Railroad Easement

