

EASEMENT AND RIGHT-OF-WAY AGREEMENT

This Easement and Right-of-Way Agreement (“Agreement”), is made effective as of this ____ day of _____, 2025 (“Effective Date”), by and between Ohio Power Company, successor-in-interest to Columbus and Southern Ohio Electric Company, an Ohio corporation, with its principal place of business located at 1 Riverside Plaza, Columbus, Ohio 43215-2373 (“Grantor”), and City of Gahanna, an Ohio municipality, with an address at 200 S. Hamilton Road, Gahanna, Ohio 43230 (“Grantee”). Grantor and Grantee may be referred to individually as a “Party” and collectively as the “Parties.”

EASEMENT AND RIGHT-OF-WAY

In consideration of One and No/100 Dollars (\$1.00) paid by Grantee to Grantor, the mutual covenants set forth herein, and other good and valuable consideration paid by Grantee, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants, sells and conveys unto Grantee, its successors and assigns, a perpetual non-exclusive easement and right-of-way (the “Easement”) for the Permitted Uses (as defined below) under, upon and across the Easement Area (as defined below) located on that certain tract or parcel of land located at 700 Morrison Road, Columbus, Ohio in Franklin County, Ohio (Franklin County Parcel Number 025011387-00) which Grantor claims title to by the instruments recorded in Instrument Numbers 199806120145921 and 199901040001062 of the Franklin County Recorder’s Office (the “Property”).

EASEMENT AREA

The easement area shall consist of a three (3) foot wide area for Grantee to operate and maintain Grantee’s fiber optic lines (“Grantee’s Facilities”) located in Franklin County, Ohio, as further depicted on Exhibit A, attached hereto and incorporated herein for all purposes (the “Easement Area”).

AUTHORIZED ACCESS TO EASEMENT AREA

In the exercise of the rights granted under this Agreement, Grantee shall not unreasonably disrupt or interfere with the operations of Grantor’s improvements on the Property. Grantee shall not access the Easement Area without Grantor’s supervision; and Grantee shall adhere to the security and safety rules and procedures regarding access to and operations on the Property and the

Easement Area established by Grantor, as the same may be changed from time to time by Grantor and to the extent provided to Grantee.

Grantee acknowledges the fact that Grantor has or may have high voltage electric transmission lines within portions of the Easement Area. Grantee shall conduct all activities in a manner appropriate for working in close proximity to and beneath electric facilities.

Grantor shall have the right, but not the obligation, to refuse access to the Easement Area to any person who cannot provide proper identification indicating their employment with Grantee or a contractor, subcontractor, agent or representative of Grantee.

EASEMENT RIGHTS, INTEREST, LIABILITIES, OBLIGATIONS AND DUTIES

The Easement Area shall be used by Grantee only for constructing, operating, maintaining, repairing, testing, inspecting, replacing and removing Grantee's Facilities (the "Permitted Uses"). Nothing contained in this Agreement shall grant or be construed to grant to Grantee the right to (a) use the Easement Area for any purpose other than Permitted Uses or (b) change the dimensions or location of the Easement Area.

Grantee shall provide at least twenty-four (24) hours advance notice to Grantor prior to performing any work relating to Grantee's Facilities. All work relating to Grantee's Facilities shall be at Grantee's expense and Grantee shall, after construction, maintenance, repair, replacement or removal of Grantee's Facilities, restore the affected area to the grade and condition reasonably similar to its condition existing prior to such activity and in a manner satisfactory to Grantor. Grantee shall bury its underground Facilities so as to maintain a minimum cover of at least twenty-four inches (24").

No work done by Grantee in connection with the construction, operation, maintenance, testing, inspecting, replacement, repairing and removal of Grantee's Facilities shall unreasonably disturb or damage the property, fences, gates, 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, fences, gates, drains, ditches and property markers.

Grantee shall, at its expense, maintain commercial general liability insurance covering claims of bodily injury and property damage in an amount not less than \$5,000,000 per occurrence. Such coverage shall also include blanket contractual coverage, products and/or completed operations coverage and contain no exclusion for explosion, collapse, or underground property damage (XCU coverage). Business/commercial automobile insurance covering all owned, non-owned and hired autos in an amount not less than \$5,000,000 covering claims of bodily injury and property damage combined single limit each accident. Workers' compensation insurance in accordance with all jurisdictions where Grantee has operations including where the work is to be performed and employer's liability insurance in an amount not less than \$1,000,000. To the extent permitted by law, Grantee shall waive, and shall cause each of its insurers to waive, any and all rights of recovery, by subrogation or otherwise, against Grantor and its affiliates, officers, directors, employees, agents and assigns of any type and to the extent permitted by law, the commercial general liability, the business automobile, shall include Grantor and its affiliates, officers,

directors, employees, agents and assigns of any type as additional insureds with respect to Grantor's liability arising out of the operations of Grantee. Grantee shall provide Grantor, or Grantor's agent, with an acceptable certificate of insurance evidencing the insurance required under this Easement. The required limits and coverages referred to herein shall in no way affect, nor are they intended as a limitation of, Grantee's liability.

NON-EXCLUSIVE EASEMENT

The Easement is non-exclusive. Grantor retains, reserves and shall continue to enjoy the use of the Easement Area for any and all purposes including but not limited to constructing, reconstructing, upgrading, inspecting, patrolling, operating, maintaining, removing, repairing and replacing other electric transmission, interconnection or distribution facilities thereon, provided such uses do not unreasonably interfere with and are not inconsistent with the Permitted Uses granted herein, and further provided Grantee shall have access to the Easement Area at all times for the Permitted Use. Grantor reserves the right to construct fences and roads or otherwise use or secure the lands encumbered by this Agreement in any way not inconsistent with the rights herein granted, provided Grantee shall have access to the Easement Area at all times for the Permitted Use. Grantor reserves the right to sell or otherwise dispose of the fee interest in the servient estate, subject to the rights and interests of Grantee under this Agreement.

DURATION OF EASEMENT

The easement rights granted herein are permanent in nature. Notwithstanding the foregoing, if Grantee should (i) abandon the Easement Area or (ii) cease to use Grantee's Facilities or the Easement Area for a period of twenty-four (24) consecutive months, then the easement rights granted herein automatically shall terminate and such rights shall revert to Grantor or its successors or assigns at such time. Within one hundred eighty (180) days following termination of this Agreement, Grantee shall remove Grantee's Facilities from the Easement Area, at Grantee's sole cost and expense. In performing such removal, Grantee shall restore the Easement Area to substantially as good a condition as it was prior to the installation or placement of Grantee's Facilities, reasonable wear and tear, condemnation, and casualty beyond Grantee's control excepted.

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 Easement Area would disclose. Aside from Grantor's warranty that it owns fee simple title to the Easement Area, 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.

EASEMENT AREA CONDITION

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.

LIABILITY

The parties expressly agree to keep, perform and fulfill all covenants, terms and conditions of the Easement.

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 Easement Area to the permitted uses herein, except to the extent caused by Grantor's gross negligence or intentional wrongdoing.

MISCELLANEOUS

Compliance. Grantee shall comply with all state, local and federal laws, rules, ordinances, and judicial and administrative orders relating to its occupancy and use of the Easement.

Severability. The invalidity of one or more phrases, sentences, clauses, sections or subsections contained in this Agreement shall not affect the validity of the remaining portions of the Agreement so long as the material purposes of this Agreement can be determined and carried out.

Captions. The captions contained in this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope of intent of this Agreement or the intent of any provision contained herein.

Non-Waiver. Any failure of either Party to enforce any of the provisions of this Agreement or to require compliance with any of its terms at any time during the pendency of this Agreement shall in no way affect the validity of this Agreement, or any part hereof, and shall not be deemed a waiver of the right of such Party thereafter to enforce any and each such provision.

Assignment. Any transfer or assignment of Grantee's right, title or interest under this Agreement shall be subject to the prior written consent of Grantor and to the covenants, terms and provisions of this Agreement. All transfers or assignments of Grantee's right, title or interest under this Agreement shall be subordinate to the interests of Grantor in the Property.

Successors and Assigns. This Agreement shall be binding upon and inure to the Parties, their successors and assigns.

Counterparts. This Agreement may be signed in any number of counterparts and each counterpart shall represent a fully executed original as if signed by both Parties.

Amendment. This Agreement may be modified, amended or supplemented only by a written instrument executed by both Parties.

No Third Party Beneficiaries. Except as provided otherwise, this Agreement is intended to be solely for the benefit of the Parties and shall not otherwise be deemed to confer upon or give to any other person, entity or third-party any remedy, claim or cause of action or other right.

Entire Agreement. This Agreement represents the entire agreement between the Parties and no additional or different oral representation, promise or agreement, oral or otherwise, shall be binding on any of the Parties hereto with respect to the subject matter of this instrument, unless stated in writing explicitly referring to this Agreement and signed by the Parties.

[Signature Pages to Follow]

NOW, THEREFORE, the Parties have executed this Agreement as of the Effective Date.

Ohio Power Company

By: _____
Nicole Burigana
Manager, Real Estate Asset Management
American Electric Power Service Corporation
Authorized Signer

STATE OF OHIO §
 §
COUNTY OF FRANKLIN §

The foregoing instrument was acknowledged before me the _____ day of _____, 2025, by Nicole Burigana, Manager, Real Estate Asset Management, American Electric Power Service Corporation, Authorized Signer of Ohio Power Company, an Ohio corporation, on behalf of the corporation.

Notary Public, State of Ohio

My Commission Expires: _____

NOW, THEREFORE, the Parties have executed this Agreement as of the Effective Date.

City of Gahanna,
an Ohio municipality

By: _____
Name: _____
Title: _____

STATE OF OHIO §
 §
COUNTY OF FRANKLIN §

The foregoing instrument was acknowledged before me this ____ day of _____, 2025, by _____, the _____ of the City of Gahanna, an Ohio municipality, on behalf of the municipality.

Notary Public, State of _____

My Commission Expires: _____

This instrument prepared by Kent Keitch, Senior Counsel – Real Estate, American Electric Power Service Corporation, 1 Riverside Plaza, Columbus, OH 43215 for and on behalf of Grantor.

Upon recording return to: American Electric Power Service Corporation, Real Estate Asset Management, 1 Riverside Plaza – 16th Floor, Columbus, OH 43215

Depiction of Easement Area

