



### Easement & Right of Way

Eas. \_\_\_\_\_

*Return to AEP*

**THE CITY OF GAHANNA, OHIO, an Ohio municipal corporation**

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 the City of Gahanna, Franklin County, Ohio, and being part of Section No(s). Qtr T 2 Township No(s). 2 and Range No(s). 16 Survey U.S.M.L., in Deed/Official Record Volume(s) \_\_\_\_\_, Page(s) transfer of the Franklin County Recorder's Office:

Containing 10.231 acres of real estate, more or less  
 Permanent Parcel Number: 025-012053 and 025-012051

The said power line and facilities shall be constructed within the limits of a ten (10) foot wide power easement strip of land, the cable as installed on & below the surface of the ground. The approximate location of which is delineated on Drawing Number 113852, which is attached hereto and made a part hereof.

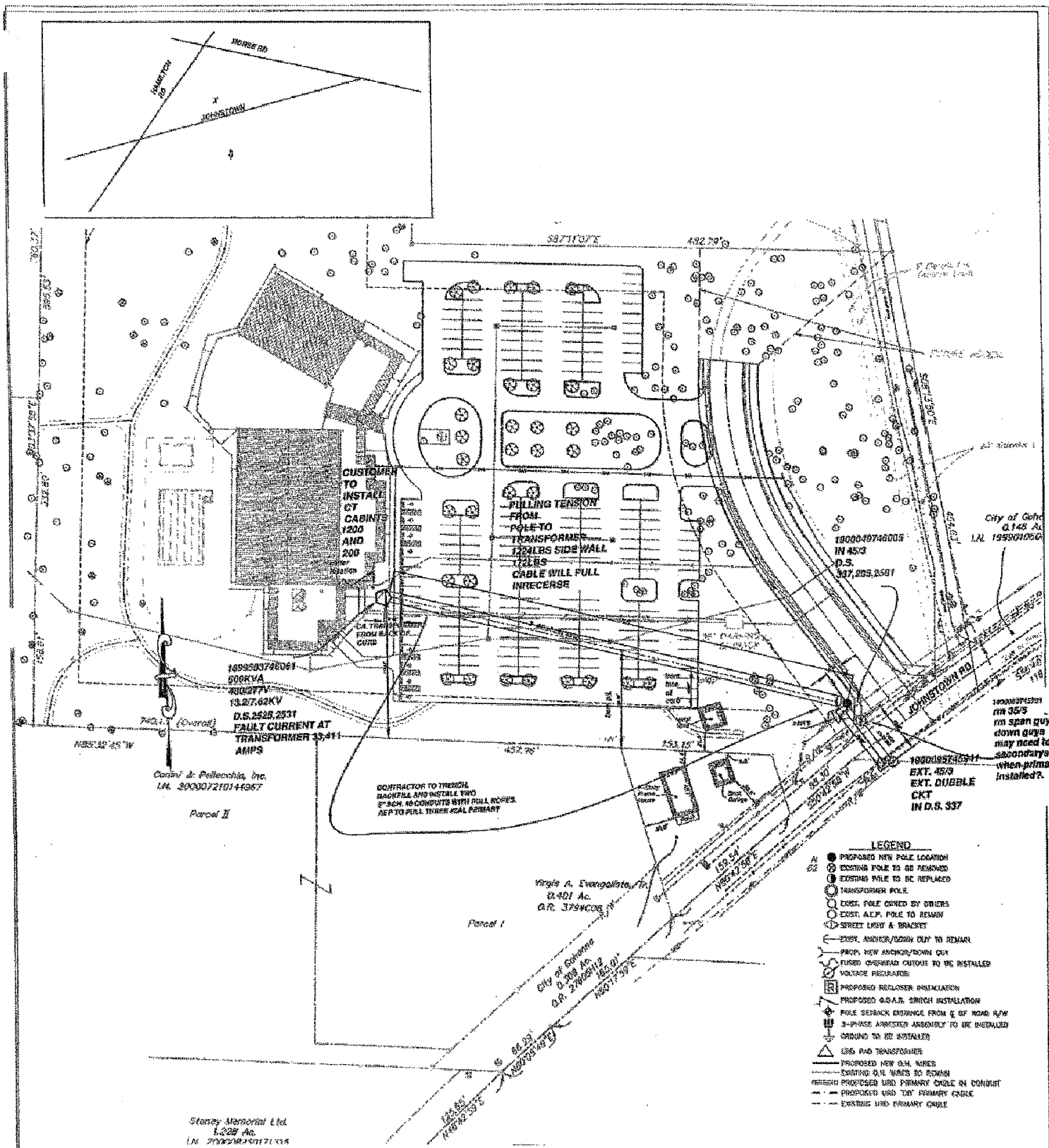
The Easement conveys all necessary and convenient rights for the Easement's use, including, without limitation, the rights to: construct, operate, maintain, inspect, protect, replace, enlarge, upgrade, relocate within the Easement, extend or remove utility facilities, with poles, anchors, guys, supporting 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 January, 2003.

**The CITY OF GAHANNA, OHIO, an Ohio municipal corporation**

By: \_\_\_\_\_  
 Print Name: \_\_\_\_\_  
 Title: \_\_\_\_\_



1155 Johnstown Rd  
 YMCA Gahanna  
 113852

15 KV - DETAIL OF PAD LOCATION

DRAWING SYMBOL FOR TRANSFORMERS  
 OPEN TIP OF PENTAGON INDICATES CORE OPENING