



AEP America's Energy Partner

*YOUR COPY*

## Easement & Right of Way

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

\_\_\_\_\_, "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~~ Dated March 20, 1979, in Deed/Official Record Volume(s) 3715, Page(s) 769 of the Franklin County Recorder's Office:

Said easement is for a ten (10) foot wide strip of land, the centerline being the poles, electric wires and anchors as installed. The approximate location 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 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\_\_\_\_.

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 !!!

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 Taylor Station Road  
Dwg. No. 102371  
W. O. No. 100500276 (DR) \_\_\_\_\_

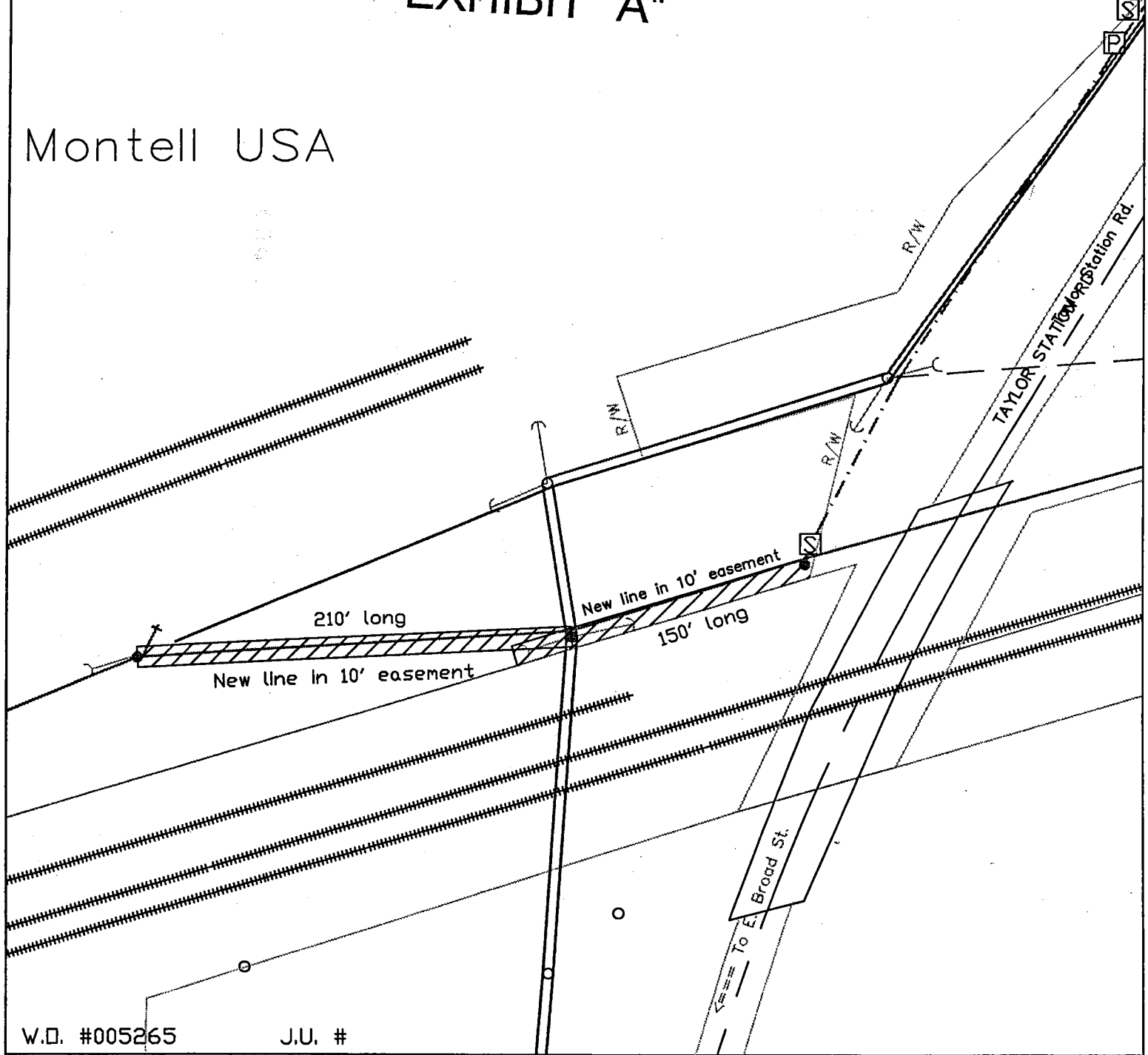
Easement prepared by Columbus Southern Power Company

# EXHIBIT "A"



## EXHIBIT "A"

Montell USA



W.D. #005265

J.U. #



AMERICAN  
ELECTRIC  
POWER

CENTRAL OHIO REGION

America's Energy Partner<sup>SM</sup>

DESIGNED **BKH** DATE **7/28/2000**

DRAWN **BKH** DATE **7/28/2000**

SCALE  
**N.T.S.**

DRAWING NUMBER

CHECKED DATE

APPROVED DATE

APPROVED DATE

SHEET TOTAL

REV N

