

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



### **Easement & Right of Way**

**The City of Powell, "Grantor(s)", in consideration of \$1.00, the easement terms, and other good and valuable consideration from Ohio Power Company an Ohio corporation and a unit of American Electric Power, 850 Tech Center Drive, Gahanna, OH 43230-6605, "Grantee", the receipt and sufficiency of which is acknowledged, grants and conveys with general warranty covenants to Grantee its successors, assigns, lessees, licensees and tenants, a right of way and easement, "Easement" for electric and other current/future energy or communication purposes, overhead and underground, in, on, over, through and across the following described lands situated in City of Powell, Delaware County, Ohio, and being situated in Farm Lot 25, of Section No(s) 4 Township No(s) 3, Range No(s) 19. Being part of a 1.597 acre tract of land as described in Official Records Volume 457 Page 1991 of the Delaware County Recorder's Office (Parcel # 319-434-02-001-000).**

**This easement is for the overhang of wires only, no poles or other facilities will be placed within the easement area. The approximate location of said easement is shown on the attached drawing marked Exhibit A and made a part hereof.**

**This Easement conveys all necessary and convenient rights for the Easement's use, including, without limitation, the rights to: construct, operate, maintain, inspect, protect, repair, replace, enlarge, upgrade, extend and remove utility facilities and relocate within the Easement, all necessary and convenient facilities which include but are not limited to: poles, anchors, guys, supporting structures, conductors, conduits, enclosures, grounding systems, foundations, manholes, transformers, and associated equipment, adding thereto from time to time; perform grading or filling for such facilities; cut, trim, remove and/or otherwise control, with herbicides or by other means, at Grantee's option (without any liability to Grantor), any trees, limbs or branches, brush, shrubs, undergrowth, of whatever size, buildings, structures, or other obstructions that in Grantee's reasonable judgment endanger or interfere with the safety or use of its facilities, both within and adjoining the Easement. Within the Easement, Grantor shall not: place any structures, piles or debris, interfere with lateral support, 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 of Grantee's choosing, without the need for a new easement.

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 use its property in a manner 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. 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 successors, assigns, lessees, licensees, heirs and legal representatives, and if any term hereunder is held invalid, the remainder shall not be affected thereby.

WITNESS, Grantor(s) signed this Easement on the \_\_\_\_\_ day of \_\_\_\_\_, 2015.

City of Powell, Ohio

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ }

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2015

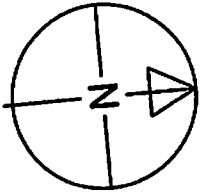
by \_\_\_\_\_ (Name) \_\_\_\_\_ (Title)

City of Powell, Ohio on behalf of the city.

\_\_\_\_\_  
Notary Public  
My Commission Expires \_\_\_\_\_

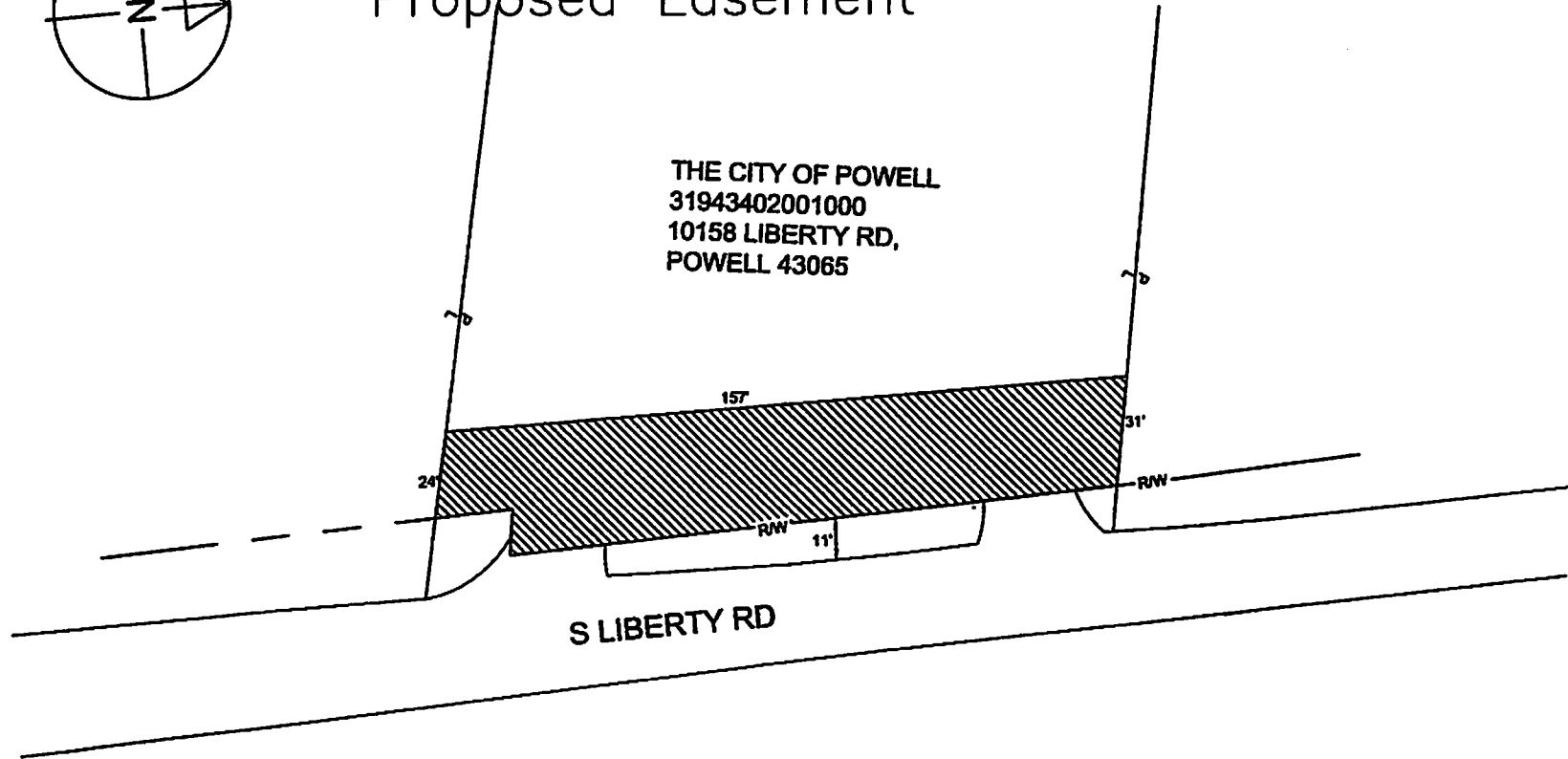
Easement prepared by Ohio Power Company CWM

CALL BEFORE YOU DIG !!! Address Murphy Parkway Dwg. No. 56146070 W002594301



# EXHIBIT "A" Proposed Easement

THE CITY OF POWELL  
31943402001000  
10158 LIBERTY RD,  
POWELL 43065



S LIBERTY RD

## NOT TO SCALE

LEGEND	
PROPERTY LINE	
ROAD OUTLINE	
RIGHT OF WAY	
REQUESTED EASEMENT	



WR: 56146070

MURPHY PKWY ROW DWG.

Drawn by: J. KONIKA

State: OHIO

County: DELAWARE

District: Col. NE

Date: 11/20/2015

Scale: