



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

### Easement & Right of Way

**City of Powell, Ohio**, a municipal corporation, “Grantor”, 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, 700 Morrison Road, Gahanna, OH 43230, “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 underground, in, on, through and across the following described lands situated in the State of Ohio, County of Delaware and City of Powell. Being part of Lot No. 3155 located in Golf Village Retail Section 1, recorded in Plat Book 3, Page 428, Delaware County Recorder’s Office and further described in Official Records Volume 966, Page 2382 of the Delaware County Recorder’s Office (Parcel # 319-422-02-051-000).

**Said lines and facilities shall be constructed within a certain strip of land ten (10) feet in width, the centerline being the facilities as installed. The approximate location of said easement is depicted on Exhibit A, attached hereto and incorporated herein.**

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 or remove utility facilities and relocate within the Easement, all necessary and convenient facilities which include but are not limited to: conductors, conduits, enclosures, grounding systems, foundations, manholes, 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, pavement, 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, 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, nor 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 signed this Easement on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**City of Powell, Ohio**, a municipal corporation

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

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

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

STATE OF \_\_\_\_\_, }

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

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_ (Name), \_\_\_\_\_ (Title of Officer) of **City of Powell, Ohio**, a municipal corporation.

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

# "EXHIBIT A"



PL

Parking Lot

Maint Building

Ball Field

Ball Field

Sanitation Easement

T.O.P 1836491791449

Railroad Tracks

10'

20'

155'

571'

10'

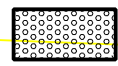
170'

Parcel# 31942202051000  
 Owner: City of Powell  
 3242 Seldom Seen Rd.  
 Powell, OH. 43065

MORELAND ST

Sheridan

(701,147)  
PE



= New Easement

Powered by Esri



OHIO POWER COMPANY

DRAWN BY: Jamie Walker 740-368-7155		WR#: 70971027
CITY/TWP: Powell		SCALE: NTS
STATE: Ohio	COUNTY: Delaware	DATE: 10/24/2018