



Eas. _____

Easement & Right of Way

The 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 a part of Lot Number Two Thousand Five Hundred Ten (2510), of MURPHY’S PARK SECTION 1, as the same is numbered and delineated upon the recorded plat thereof, of record in Plat Cabinet 2, Slide 647A, B and C, Recorder’s Office, Delaware County, Ohio and as further described in Official Records Volume 699, Page 2324 of the Delaware County Recorder’s Office (Parcel # 319-432-02-010-004).

Said lines and facilities shall be constructed within a certain strip of land ten (10) feet in width, the location of said easement being 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 _____, 2020.

The 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 _____, 2020, by _____ (Name), _____ (Title of Officer) of **The City of Powell, Ohio**, a municipal corporation.

Notary Public
My Commission Expires _____

"EXHIBIT A"

PARKING LOT

EX EASEMENT
OH077175

MURPHY PKWY

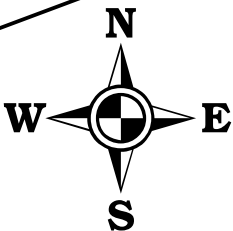
THE CITY OF POWELL, OHIO
APN: 319-432-02-010-004
MURPHY'S PARK SECTION 1
LOT 2510

155'

10'

EX EASEMENT
OH017189

PARKING LOT



DRAWN BY: Mark Plogsted

COUNTY: DELAWARE

WR#: 76415448

CITY/TWP: Powell

DATE: 5/18/2020

STATE: Ohio

SCALE: NTS

OHIO POWER COMPANY