



80948

Eas.

Instr: 199802060027879 02/06/1998
Pages: 3 Fee: \$18.00 2:09PM
Richard B. Metcalf T19980017271
Franklin County Recorder MEPAMERICA

Easement & Right of Way

John J. and Mary A. Vatter, Husband and Wife, "Grantor(s)" in consideration of \$1.00, the easement terms, and other good and valuable consideration from Columbus Southern Power Company, an Ohio corporation, 215 N. Front St., Columbus, OH 43215, "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 Madison Township, Franklin County, Ohio, and being part of Section No(s) 9 Township No(s) 11 and Range No(s) 21 North, Survey, in Deed/Official Record Volume(s) *, Page(s) of the Franklin County Recorder's Office:

* Ins't. Numbers 199707280056107, 199707280056110 and 199707280056112
Parcel Number 180-004941

This easement is for the installation of one (1) pole and anchor to service the cell - radio site on the property at 3441 Winchester Pike. See exhibit A attached 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 deeper than eighteen (18) inches, 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 10th day of January, 1998.

Signed and Acknowledged in the Presence of:

<u>Margaret A. Kessler</u> Print Name: Margaret A. Kessler	<u>Mary Ann Vatter</u> Print Name: Mary A. Vatter
<u>Margaret A. Kessler</u> Print Name: Margaret A. Kessler	<u>John J. Vatter</u> Print Name: John J. Vatter
<u>Theodore J. Vatter</u> Print Name: Theodore J. Vatter	<u>Theodore J. Vatter</u> Print Name: Theodore J. Vatter

CONVEYANCE TAX
EXEMPT

JOSEPH W. TESTA
FRANKLIN COUNTY AUDITOR

TRANSFERRED
NOT NECESSARY
FEB 06 1998
JOSEPH W. TESTA
AUDITOR
FRANKLIN COUNTY, OHIO

Mail Easement to
American Electric Power
Envelope Enclosed

CALL BEFORE YOU DIG !!!

STATE OF OHIO, COUNTY OF Fairfield SS:
The foregoing instrument was acknowledged before me this 10th day of January, 1998,
by Mary Ann Vatter

Margaret A. Kessler
Notary Public
Commission Expires _____
Margaret A. Kessler
Notary Public, State of Ohio
My Commission Expires
Jan. 12, 1998

STATE OF OHIO, COUNTY OF Fairfield SS:
The foregoing instrument was acknowledged before me this 10th day of January, 1998,
by John J. Vatter

Margaret A. Kessler
Notary Public
Commission Expires _____
Margaret A. Kessler
Notary Public, State of Ohio
My Commission Expires
Jan. 12, 1998

STATE OF OHIO, COUNTY OF _____ SS:
The foregoing instrument was acknowledged before me this _____ day of _____, 199____, 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 _____, 199____, 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 _____, 199____, 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.

80948

Eas. No. _____ Address 3441 Winchester Pike
Dwg. No. 0-1164-98154
W.O. No. MM 7-303006

Easement prepared by Columbus Southern Power Company

(1888861.694528)

DP. 45' w/ 50' 3

DS 1601

TRANSFER COND'S
AREA LITE

1888723.694609 75'
IN CUTOUT + AREA LITE

WINCHESTER

(142')

IN 2. # 2AA 21.4 NUT

L=20'

(1888781.694408)

IN. 50' 3

DS 1019

37 KVA

DN 604

EXHIBIT "A"

(E)

80948

Learn Network
JOHN J. VATTER

I-270