

Easement & Right of Way

Instr: 199705150000833 05/15/1997
Pages: 3 Fee: \$18.00 4:03PM
Richard B. Metcalf T19970000562
Franklin County Recorder MEPAMERICA

JASONWAY PROFESSIONAL OFFICE BUILDING LTD, LLC, "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 the city of Columbus, Franklin County, Ohio, and being part of Section No(s): Qtr. Section 2 Township No(s): 1 and Range No(s): 18 (Tract 1 and Tract 2), Survey ORV 33490 F17, in Deed/Official Record Volume(s) ORV 33490 F17, Page(s) Deed dated 10-8-96 of the Franklin County Recorder's Office: Being part of lot "G" of the Olentangy Commercial Center as the same is numbered and delineated upon the recorded plat thereof, of record in Plat Book 49, Page 5, Franklin County Recorder's Office.

Said lines shall be constructed within the limits of ten (10) feet wide strips of land. The centerline being the electric cable as installed beneath the surface of the ground. The approximate location of which 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 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 4th day of April, 1997.

Signed and Acknowledged in the Presence of:

Jasonway Professional Office Building, Ltd.,
an Ohio Limited Liability Company

Julie M. McKley
Print Name: Julie M. McKley

By: [Signature]
Print Name: JAMES D. PRITCHARD

R. G. Bellows, Jr.
Print Name: R. G. BELLWOS, JR.

Title: Member
Print Name: _____

Print Name: _____
NOT NECESSARY
MAY 15 1997
Print Name: JOSEPH W. TESTA
AUDITOR
FRANKLIN COUNTY, OHIO

Print Name: _____
CONVEYANCE
EX-100
[Signature]
JOSEPH W. TESTA
FRANKLIN COUNTY AUDITOR

CALL BEFORE YOU DIG !!!

Mail Easement to
American Electric Power
Envelope Enclosed

STATE OF OHIO, COUNTY OF _____ ss:
The foregoing instrument was acknowledged before me this _____ day of _____, 199_____,
by _____

Notary Public
Commission Expires _____

STATE OF OHIO, COUNTY OF _____ ss:
The foregoing instrument was acknowledged before me this _____ day of _____, 199_____,
by _____

Notary Public
Commission Expires _____

STATE OF OHIO, COUNTY OF Franklin ss:
The foregoing instrument was acknowledged before me this 4 day of April, 1997, by
James D. Pritchard, MD [Name], Member [Title of officer], of Jasonway Professional Office
[Corporation Name], a LLC [State of incorporation] corporation, on behalf of the corporation. Building, LTD LLC

Ruth A. Lander
Notary Public
Commission Expires 2/18/2001



RUTH A. LANDER
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES FEB. 18, 2001

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.

79068

Eas. No. _____ Address 810 Jasonway Avenue
Dwg. No. 83188
W.O. No. 7-303006 T.B. _____

Easement prepared by Columbus Southern Power Company

EXHIBIT "A"

79068

