

Eas. _____



**Supplemental
Easement & Right of Way**

THIS SUPPLEMENTAL EASEMENT AND RIGHT OF WAY, made this ____ day of _____, 2013, by and between, Board of Education, Sunbury Local School District, "Grantor(s)", and **Ohio Power Company**, an Ohio corporation and a unit of American Electric Power, 850 Tech Center Drive, Gahanna, OH 43230-6605, "Grantee".

WHEREAS, that for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which Grantor hereby acknowledges, the Grantor and Grantee hereby agree to supplement and amend that certain Deed of Easement ("Easement No. 167-F), granted to The Centerburg Electric Company predecessor by merger to the Ohio Power Company as described in (Deed Book 168, Page 156) of the Delaware County Recorder's Office by Harvey H. Edwards on April 24th, 1924, and said easement being of record in Lease Book 5, Page 271, (hereinafter referred to as the "Easement"); and

WHEREAS, Board of Education, Sunbury Local School District, as the successor and assign to a *portion of* the real property affected by the Easement as described in the Deed as recorded in Delaware County Deed Book 230, Page 569 (Parcel # 41741117015000) and that certain parcel of land situated in the State of Ohio, County of Delaware, and Township of Berkshire, Section 4, Township 4, Range 17; and

WHEREAS, Board of Education, Sunbury Local School District, as the current owner of the real property and is hereinabove and hereinafter referred to as "Grantor"; and

NOW, THEREFORE, for valuable consideration, the Grantor and Grantee desire herein to amend and supplement the Easement as follows:

1. The description of the Easement is hereby supplemented and amended as follows:

Said lines and facilities shall be constructed within the limits of a forty (40) foot wide strip of land. The centerline being the cable and facilities as constructed.

2. 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 Electrical 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.

3. 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.

4. *This Supplemental Easement and Right of Way is being granted for the purpose of authorizing Grantee to upgrade an existing distribution line (the "Line") as described in paragraph 1 hereof.*

5. Except as supplemented and amended herein, the Easement shall remain in full force and effect.

6. This indenture shall be binding upon and inure to the benefit of Grantor and Grantee, and their respective representatives, heirs, successors, assigns, lessees and licensees.

IN WITNESS WHEREOF, Grantor(s) and Grantee have signed this Easement on the _____ day of _____, 201__.

GRANTOR: Board of Education, Sunbury Local School District

By: _____

Print Name: _____

Title: _____

STATE OF OHIO, }

COUNTY OF _____ }

The foregoing instrument was acknowledged before me this ____ day of _____, 201__, by the Board of Education, Sunbury Local School District.

Notary Public
My Commission Expires _____

GRANTEE:

OHIO POWER COMPANY

BY: _____
Daniel J. Hines
Supervisor, GIS and Easement Services
American Electric Power
Service Corporation
Authorized Signer

STATE OF OHIO
COUNTY OF _____ To Wit:

The forgoing instrument was acknowledged before me this ____ day of _____, 2013, by Daniel J. Hines, Supervisor, GIS and Easement Services of American Electric Power Service Corporation, Authorized Signer for OHIO POWER COMPANY, an Ohio corporation, on behalf of the corporation.

Notary Public/Commissioner

My Commission Expires: _____

Easement prepared by: Ohio Power Company (WR _____)
CALL BEFORE YOU DIG!!! Address: Sunbury Circuit WO/W002421201