



Meigs Soil and Water Conservation District

33101 Hiland Road
Pomeroy, Ohio 45769
Phone (740) 992-4282 Fax (740) 992-4248

August 24, 2005

US Fish and Wildlife Service
Dept. of Interior
1 Federal Drive
Fort Snelling, MN 55111



Attn: Dave Devault

Dave,

Enclosed is a copy of the Conservation Easement AEP submitted to Meigs SWCD as per the Amended Consent Decree. I gave Mary a copy at the LCIC meeting and faxed a copy to Tara that day.

If you have any questions, give me a call or email.

Sincerely,

Steve Jenkins

**CONSERVATION EASEMENT AGREEMENT
AND
COVENANT OF DEDICATION**

FRANKLIN REAL ESTATE COMPANY, a Pennsylvania corporation authorized to do business in Ohio, (hereinafter called "Franklin"), Grantor, for and in consideration of the sum of \$1.00 and other good and valuable consideration paid to it by MEIGS COUNTY SOIL AND WATER CONSERVATION DISTRICT, a body corporate and politic of the State of Ohio (hereinafter called "MSWCD"), Grantee, whose mailing address is 33101 Hiland Road, Pomeroy, OH 45769 hereby grants and conveys to MSWCD, subject to the terms and conditions hereinafter set forth, a perpetual conservation easement for the purpose of enhancing, improving, and managing the watershed and streambeds of Parker Run and Leading Creek in a natural, scenic, and open condition as a suitable habitat for fish, plants, and wildlife which abut the lands owned by Franklin on and over the surface of those certain tracts or parcels of land situated along the waters of Parker Run and Leading Creek in Salem Township, Gallia County, Ohio, more particularly described in Exhibit A, attached hereto and incorporated herein by this reference (hereinafter called the "Property"), in accordance with the following terms and conditions, covenants and restrictions imposed herein, which Franklin, by dedication, and which MSWCD, by acceptance of this Grant of Easement, agree to respectively accept on behalf of itself and themselves, and its and their successors and assigns:

1. Franklin agrees to use best management practices on its Property lying adjacent to Parker Run and Leading Creek, so as to reduce erosion and sedimentation and the runoff of herbicides or fertilizers from the Property into such streams, and enhance water quality and wildlife habitat along such streams.
2. Franklin's Property shall be kept in its existing natural state, meaning that no new or additional commercial, industrial, or residential developments, or buildings, billboards or other structures of any kind, either temporary or permanent, shall be placed or erected on the Property, unless otherwise expressly provided hereunder.
3. Franklin shall not place dredged or fill material on the Property, or excavate, or remove top soil, sand, gravel, rock, minerals or other materials from the surface thereof, nor build roads or change the topography of the land in any manner, nor dredge or remove sand, gravel, or other material from the bed of Parker Run or Leading Creek adjacent to the Property, or conduct any other activities that will adversely affect the quality of Parker Run and Leading Creek (including channelizing work) other than that caused by the forces of nature or as otherwise agreed with MSWCD. Franklin shall not place any boat docks or mooring structures in the streams. Existing structures, if any, may remain. Exceptions include activities which enhance or ensure water quality or enhance or restore

wildlife habitat in the streams or on the land, but such activities shall be reasonably approved by MSWCD before being undertaken by landowner.

4. Herbicides or pesticides may only be used within the prescribed methods approved by MSWCD.
5. No trees, ground cover, or other vegetation shall be planted or removed, or mowed within the easement on the Property along the banks of Parker Run and Leading Creek except as reserved hereafter, or as reasonably approved by MSWCD.
6. No open burning or plowing shall be allowed or conducted on the Property, except as permitted herein. No domestic cattle, horses, sheep, or other livestock shall be kept or grazed on the Property.
7. Franklin shall use its best efforts to keep the Property free of garbage and trash, but Franklin shall have no duty to remove garbage or trash unlawfully deposited on the Property by persons acting without Franklin's consent.
8. MSWCD, or its duly authorized representative(s), is hereby granted the right to periodically inspect said Property for violations of the terms, conditions, covenants, and restrictions of this easement and if upon one hundred twenty (120) days advance written notice Franklin has not eliminated said violations, MSWCD may remove or eliminate, at the expense of Franklin, any violation by Franklin of the terms of this Conservation Easement. MSWCD or its authorized representative(s) may enter upon said lands for the purpose of inspection.
9. MSWCD is hereby granted the right to post or clearly mark the boundaries of the Conservation Easement.
10. The Property shall be primarily used in its natural state for the maintenance and preservation as a wetland environment. Franklin and MSWCD may permit access to the Property for scientific or educational purposes, or for other uses consistent with the purposes established herein. Natural material or vegetation may be removed for specimens for scientific or educational purposes, provided such removal shall be reasonable in scope and not destructive or harmful to the wetland environment.
11. The terms and conditions of this Conservation Easement Agreement and Covenant of Dedication shall, as of the date of execution of this document, bind Franklin to the extent of its legal and/or equitable interest in the Property and this Covenant shall run with the land and be binding on Franklin and its successors and assigns forever.

12. The terms and conditions of this Covenant shall be both implicitly and explicitly included in any transfer, conveyance, or encumbrance of the Property or any part thereof, and any instrument of transfer, conveyance, or encumbrance affecting all or any part of the Property shall set forth the terms and conditions of this document either by reference to this document or as set forth in full text.
13. For good cause shown, MSWCD may modify or cancel any or all of the foregoing restrictions upon written application of Franklin, its successors and assigns.
14. Franklin shall indemnify, hold harmless and defend MSWCD from and against any and all liability from any and all suits, claims, demands, actual damages, punitive damages, losses, costs, interest, attorneys fees, and expenses of whatever kind and nature, in law or in equity, known or unknown arising directly or indirectly out of the negligent acts or omissions of Franklin in regard to: (a) the use, maintenance, or operation of this Conservation Easement, or (b) the condition, status, quality, nature, contamination, or environmental state of the Conservation Easement, excluding consequential damages of any kind, and further excepting and excluding and to the extent where due to the negligent acts or omissions of MSWCD, or where authorized by law, or where due to the gross negligence or intentional misconduct of MSWCD.
15. Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other shall be in writing and shall be either personally delivered or sent by first class mail, postage prepaid, and addressed as follows:

To Franklin:
Franklin Real Estate Company
c/o Land Management
700 Morrison Road
Gahanna, OH 43230

To MSWCD:
Meigs County Soil and Water Conservation District
33101 Hiland Road
Pomeroy, OH 45769

This Conservation Easement Agreement granted hereunder and the Covenants of Dedication heretofore made are subject to the following rights of the Grantor which are expressly reserved hereunder.

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16. Except as expressly limited herein, Franklin reserves for itself, and its successors and assigns, all rights as owner of the Property, including the right to use the Property for all purposes not inconsistent with this easement. Franklin further reserves ownership of all coal, oil and gas, and other minerals lying under the Property, together with the right to explore therefore, and to mine and remove the same using any mining method now used or hereafter developed provided that such methods shall not disturb the surface of the Property. Franklin further excepts and reserves the right to grant easements to any public utility, including, without limitation, Ohio Power Company, or its successors or assigns, adjacent to public roads that now or hereafter exist on and through the Property.
17. Franklin reserves the right to maintain the stream bank within the prescribed methods approved by the Ohio Department of Natural Resources, Division of Natural Areas & Preserves, or other appropriate successor agency.
18. Franklin reserves the right, but shall have no duty, to remove, fallen logs or dead trees.
19. Franklin also reserves the right, but has no duty, to maintain the existing fences and control gates within the said easement areas and to erect additional fences on the perimeter of said areas to control trespassing from adjoining areas.

This grant is hereby made subject to all existing public highways, public utility easements and zoning ordinances, and to all exceptions, reservations, covenants and conditions of record, if any, now in force or effect, and to such state of facts as an examination of the premises and/or an accurate survey would disclose.

IN WITNESS WHEREOF, said Grantor hereunto sets its hand and corporate seal by it's duly authorized signer as of this 26th day of April, 2005.

FRANKLIN REAL ESTATE COMPANY

By: Roger L. Wheeler
Roger L. Wheeler
Director, Land Management
American Electric Power Service Corporation
Authorized Signer

STATE OF OHIO)
COUNTY OF FRANKLIN)

The foregoing instrument was acknowledged before me, a Notary Public in and for said County and State, by Roger L. Wheeler, Director, Land Management, American Electric Power Service Corporation, as Authorized Signer for Franklin Real Estate Company, a Pennsylvania corporation, on behalf of the corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, at Columbus, Ohio this 26th day of April, 2005.

Kathy Y. Moore
Notary Public

My Commission expires: 01-02-08



KATHY Y. MOORE
Notary Public, State of Ohio
My Commission Expires 01-02-08

This instrument prepared by Kenneth E. McDonough, Assistant General Counsel - Real Estate, American Electric Power Service Corporation, 1 Riverside Plaza, Columbus, Ohio 43215, for and on behalf of Franklin Real Estate Company.

TRANSFER NOT NECESSARY

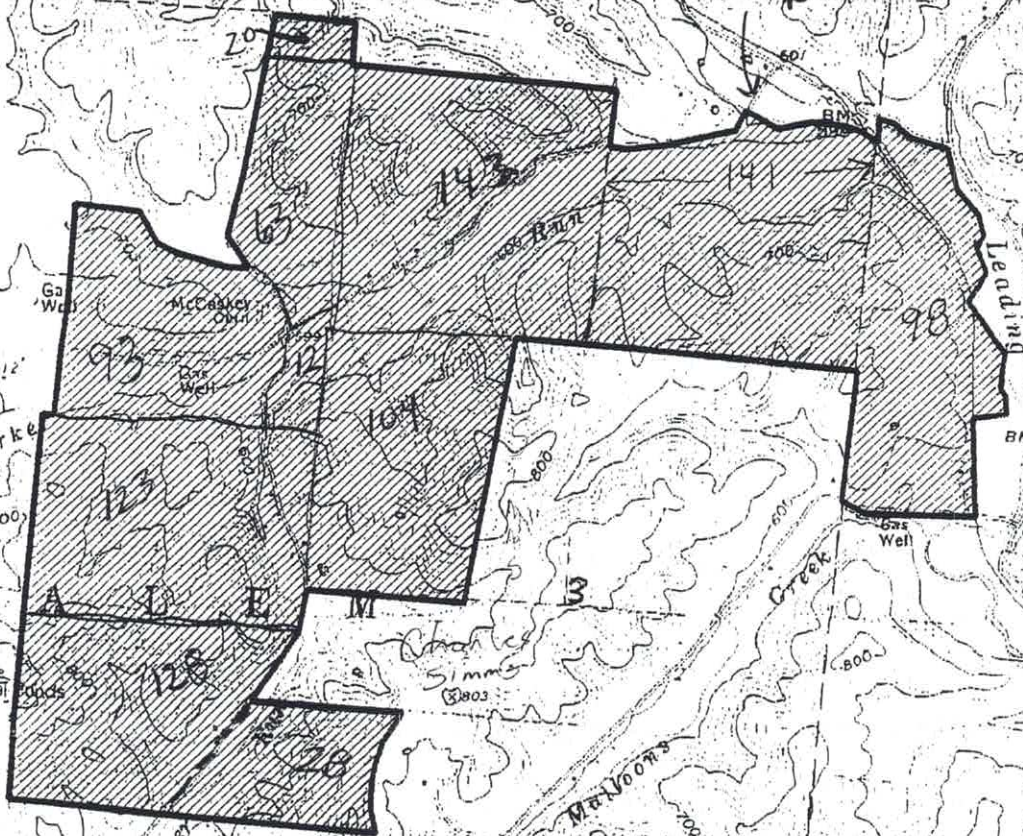
APR 27 2005

Nancy Parker Gruesser
Meigs Co. Auditor

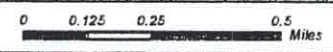
200500001324
Filed for Record in
MEIGS COUNTY, OHIO
KAY HILL
04-29-2005 At 11:28 am.
EASEMENT 60.00
OR Book 212 Page 327 - 332

200500001324
GARY MILMINE

Exhibit "A"
To Conservation Easement Agreement
From Franklin Real Estate Company
To Meigs County Soil & Water Conservation District
Dated _____



Legend
 Franklin Property Dedicated



March 17, 2004

Cartography: Mike Williams, AEP Land Management Dept.
 200500001324 OR 212 221

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