

REDEVELOPMENT AGREEMENT

THIS AGREEMENT is made and executed this 28th day of April 2012 at Lorain, Ohio by the Lorain Port Authority, 611 Broadway, Lorain, Ohio a governmental entity duly organized and existing under and by virtue of the Constitution and laws of the State of Ohio, Chapter 4582 of The Ohio Revised Code (which together with any successor or public officers hereinafter designated by or pursuant to law is hereinafter called "Lorain Port Authority") and American Transmission Systems, Incorporated, an Ohio corporation, 76 South Main Street, Akron, Ohio 44308, (hereinafter referred to as "ATSI") and Ohio Edison Company, 76 South Main Street, Akron, Ohio 44308, an Ohio corporation (hereinafter referred to as "Ohio Edison").

WITNESSETH:

WHEREAS, pursuant to Ohio Revised Code Section 4582.38, the Lorain Port Authority is willing to transfer the real Property described in Exhibit "A" attached hereto to ATSI upon the terms and conditions set forth herein; and

WHEREAS, the Lorain Port Authority acting through the Board of Directors has by Resolution No. 2012.-01, authorized the Executive Director or his designee to enter into Contracts for the Disposition of Land for Private Development for the Property described in Exhibit "A" attached; and

WHEREAS, as additional inducement for the Lorain Port Authority to transfer the Property to ATSI, Ohio Edison shall grant to The City of Lorain, a Right of First Refusal to its land known as the Edgewater Property in Lorain, Ohio described in Exhibit "D" attached hereto upon the terms and conditions set forth therein.

NOW, THEREFORE, in consideration of the Covenants and Agreements contained herein, the Port Authority and ATSI agree as follows:

SECTION 1: AGREEMENT TO TRANSFER AND ACCEPT PROPERTY

The Lorain Port Authority agrees to transfer to ATSI and ATSI agrees to accept from the Lorain Port Authority the real Property described in attached Exhibit "A". The Property to be sold and conveyed shall include the land, all appurtenant rights, privileges and easements (all of the foregoing hereinafter collectively called the "Property").

SECTION 2. CONSIDERATION

ATSI agrees to pay and the Lorain Port Authority agrees to transfer the Property for the sum of Ten Dollars and 00/100 (\$10.00) and other good and valuable considerations as more fully set forth herein below.

SECTION 3. CONVEYANCE OF PROPERTY

(a) Form of Deed. The Lorain Port Authority will convey on the closing date a marketable title to ATSI evidenced by a good and sufficient Limited Warranty Deed in the

form of Exhibit "B" attached hereto, conveying good and indefeasible fee simple title to the Property, free and clear of all encumbrances whatsoever, except the following:

(i) The following easements:

Any easements of record, and in addition thereto such easements as are necessary for public utilities (including, but not limited to, sanitary and storm sewers, electric, telephone and other transmission lines, gas and water lines).

(ii) Taxes and assessments; and

(iii) Zoning ordinances.

(b) Closing Date. The closing date of this transaction shall be no later than March 30, 2012 unless mutually extended by the parties.

(c) Escrow Agent. At the option of the Lorain Port Authority, this transaction shall be placed in escrow with Land America Lawyers Title Co. (formerly Lorain County Title Co.) at 424 Middle Avenue, Elyria, Ohio (hereinafter referred to as the "Escrow Agent"). An executed copy of the Agreement shall be deposited with the Escrow Agent by no later than March 30, 2012.

All other documents and funds necessary for the completion of this transaction shall be placed in escrow with the Escrow Agent on or before the Closing Date.

(d) Duties of Escrow Agent. If an Escrow Agent is selected by the Lorain Port Authority, then on the closing date the Escrow Agent shall file for record the Limited Warranty Deed and this Redevelopment Agreement and any other instruments required to be recorded and shall thereupon deliver to each of the parties the funds and documents to which they shall be respectively entitled, together with its escrow statement, provided that the Escrow Agent shall then have on hand all funds and documents necessary to complete this transaction and provided the Escrow Agent has stated in writing that it shall be in a position to and will issue and deliver, upon the filing of the deed for record, the title insurance policy.

(e) Possession of the Property shall be delivered to ATSI upon filing of the deed.

SECTION 4. CHARGES

In closing this transaction ATSI shall pay the following costs.

(a) The cost of Title Examination and any Title Insurance Commitment if requested by ATSI;

(b) All filing, settlement, recording costs, and the cost of the Title Insurance Premium.

This transaction is exempt from the Real Property Conveyance Fee under 5(a) of the Statement of Reason for Exemption from Real Property Conveyance Fee. (Selling or purchasing from a State or government agency.)

SECTION 5. BROKER'S COMMISSION

The Lorain Port Authority and ATSI each represent and warrant to the other that

neither party has had any dealings with any real estate agent or broker so as to entitle such agent or broker to any commission in connection with the transfer of the Property to ATSI. If for any reason any such commission shall become due, the party dealing with such agent shall pay any such commission and agrees to indemnify and save the other party harmless from any and all claims for any such commission and from any attorney's fees and litigation or other expenses relating to any such claims.

SECTION 6. NOTICES

Unless otherwise expressly required by the terms of this Agreement, notice required or permitted to be given by the parties shall be delivered personally or served by certified or registered mail to the parties at the addresses set forth below, unless different addresses are given by one party or another:

AS TO ATSI:
American Transmission
Systems, Incorporated, an Ohio
Corporation
76 South Main Street
Akron, Ohio 44308

COPY TO:
Community Development Department
City of Lorain, Ohio
200 West Erie Ave., 5th floor
Lorain, Ohio 44052

and

AS TO OHIO EDISON
Ohio Edison Company
76 South Main Street
Akron, Ohio 44308

Director of Law
City of Lorain, Ohio
200 West Erie Ave., 7th Floor
Lorain, Ohio 44052

AS TO THE PORT AUTHORITY:

Lorain Port Authority
Mr. Richard Novak, Executive Director
611 Broadway Avenue
Lorain, Ohio 44052

SECTION 7. SPECIAL PROVISIONS

(a) Approval of Lorain Port Authority. Any provision of the Agreement requiring the approval of the Lorain Port Authority, the satisfaction of the Lorain Port Authority, certificate or certification by the Lorain Port Authority shall be interpreted as requiring action by the Board of Directors of the Lorain Port Authority granting, authorizing or expressing such approval, satisfaction certificate, or certification, as the case may be, unless such provision expressly provides otherwise. The Lorain Port Authority agrees that any provision of this Agreement requiring the approval, satisfaction or certification of the Lorain Port Authority shall be deemed to have reference to approval, satisfaction or certification based on an objective, reasonable standard.

(b) Prohibition of Mechanic's and Other Liens. ATSI shall not permit any mechanics' or other liens to be filed or exist against the Property or improvements by reason of work, labor, services or materials supplied or claimed to have been supplied in connection with any improvements. If any such lien is at any time filed, ATSI shall give written notice thereof to the Lorain Port Authority and, within ninety (90) days after the notice of the filing thereof

(subject to the right to contest hereinafter set forth), cause the same to be discharged of record by payment, deposit, bond, order of a court or competent jurisdiction or otherwise. ATSI, after providing written notice to the Lorain Port Authority of such lien, shall have the right (in its name or, to the extent lawful, in the Lorain Port Authority's name, or both) to contest (at ATSI's expense) the validity or amount of any such lien by appropriate proceedings timely instituted, ATSI and the improvements will be endangered or the improvements or any part thereof will be subject to loss or forfeiture due to such refusal to discharge the lien; in such event, ATSI shall promptly cause such mechanics' or other liens to be discharged.

SECTION 8. REDEVELOPMENT PLAN

ATSI shall cause:

The Property to have constructed upon it an electrical transmission substation consisting of 138kV and 69kV facilities (the "Substation") and associated transmission facilities. A drawing of the proposed Substation is attached as Exhibit "C". ATSI shall commence construction of said Substation upon approval of the project by the Ohio Power Siting Board no later than January 1, 2014. Should completion of the Substation not occur prior to July 1, 2014, ATSI shall re-convey the Property to the Lorain Port Authority and the Lorain Port Authority in turn shall re-convey said property to the City with good and marketable title and with no additional encumbrances on the title of the Property as when it was conveyed to ATSI. Should any portion of the land conveyed pursuant to this Agreement become unnecessary for the construction and operation of said Substation, then ATSI shall sub-divide and re-convey a portion of the Property (the "Portion") back to the Lorain Port Authority and the Lorain Port Authority in turn shall re-convey said Portion of the Property to the City of Lorain with good and marketable title and with no additional encumbrances on the title of said Portion of the Property as when it was conveyed to ATSI, except for any easements reserved by ATSI for existing and future transmission facilities. ATSI shall cause such Portion of the Property that is not utilized by ATSI for installation of its Substation to be surveyed and split with an acceptable property description prepared and transferred to the Lorain Port Authority by Limited Warranty Deed. In the event said project is not approved by the Ohio Power Siting Board then ATSI shall re-convey the Property to the Lorain Port Authority and the Lorain Port Authority in turn shall re-convey said Property to the City of Lorain with good and marketable title and with no additional encumbrances on the title of the Property as when it was conveyed to ATSI.

As additional consideration for transfer of the Property from the Lorain Port Authority to ATSI, Ohio Edison shall grant to the City of Lorain, its successors and assigns, a Right of First Refusal to that land owned by Ohio Edison known as the Edgewater Property, situated in Lorain, Ohio as more fully described in Exhibit "D" attached hereto and made a part hereof. Should ATSI re-convey the Property to the City of Lorain, then the Right of First Refusal, attached hereto as Exhibit "D", shall immediately become null and void without further action or notice by or to any parties to this Agreement except to the extent that the City of Lorain exercised its rights thereunder.

SECTION 9. PROPERTY BEING CONVEYED IN PRESENT CONDITION

ATSI is accepting the Property in its present condition and with no warranties or representations that survive the closing as to the existence of any sub-surface, environmental, or any other condition. The Port Authority shall cause the end user to perform all due-diligence required to determine the suitability of the Property for the proposed Redevelopment Plan. The Lorain Port Authority agrees to provide all information and public

records in its possession regarding the Property.

SECTION 10. INTEGRATED CONTRACT/NO WARRANTIES PROVIDED

This Agreement shall be deemed to contain all of the terms and conditions agreed upon, and ATSI, Ohio Edison and Lorain Port Authority agree that any modifications must be in writing and signed by all parties. The Lorain Port Authority, ATSI and Ohio Edison agree that this is an "as is" purchase and that there are no outside representations, warranties, or agreements either written or oral concerning but not limited to the condition of the improvements, the use, zoning and/or restrictions of use of the Property, the status of any easements or special assessments, or encroachments that may affect the Property.

SECTION 11. BINDING EFFECT

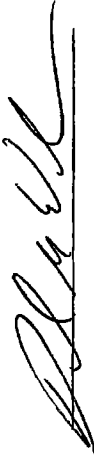
This Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns; provided, however, that neither party shall assign this Agreement without the prior written consent of the other party.

SECTION 12. SIGNATURES

Signatures of parties/representatives shall be made upon counterparts of the Agreement and transmitted by facsimile.

IN WITNESS WHEREOF, the Lorain Port Authority, ATSI and Ohio Edison have caused this Agreement to be executed by duly authorized representatives as of the date first written above.

Signed and Acknowledged in the presence of:



AMERICAN TRANSMISSIONS
SYSTEMS, INCORPORATED

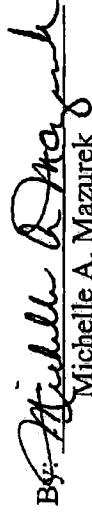
By: 
Michelle A. Mazurek

Its: Director, Real Estate and Facilities for
FirstEnergy Service Company on behalf
of American Transmission Systems,
Incorporated

Signed and Acknowledged in the presence of:



OHIO EDISON COMPANY


By: 
Michelle A. Mazurek

Its: Director, Real Estate and Facilities for
FirstEnergy Service Company on
behalf of Ohio Edison Company

Signed and Acknowledged in the Presence of:



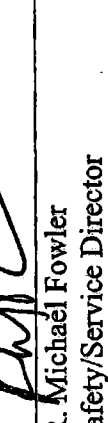
LORAIN PORT AUTHORITY

By: 
Richard Novak, Executive Director

Signed and Acknowledged in the Presence of:




CITY OF LORAIN, OHIO

By: 
R. Michael Fowler
Safety/Service Director

STATE OF OHIO } SS
COUNTY OF SUMMIT }

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named Michelle A. Mazurek, Director, Real Estate and Facilities for FirstEnergy Service Company on behalf of American Transmissions Systems, Incorporated, an Ohio corporation, on behalf of the corporation.

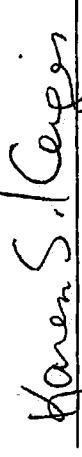
IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Lorain, Ohio, this 30th day of March 2012.


Notary Public
Karen S. Keger, Notary Public
Residence - Summit County
Statewide Jurisdiction, Ohio
My Commission Expires July 19, 2015

STATE OF OHIO } SS
COUNTY OF SUMMIT }

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named Michelle A. Mazurek, Director, Real Estate and Facilities for FirstEnergy Service Company on behalf of Ohio Edison Company, an Ohio corporation, on behalf of the corporation.


IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Lorain, Ohio, this 30th day of March 2012.


Notary Public
Karen S. Keger, Notary Public
Residence - Summit County
Statewide Jurisdiction, Ohio
My Commission Expires July 19, 2015

STATE OF OHIO }
 } SS
COUNTY OF LORAIN }

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named Richard Novak, Executive Director of the Lorain Port Authority who acknowledged that he did sign the foregoing instrument and that the same was his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Lorain, Ohio, this 25th day of April, 2012,


Notary Public

Katherine L. Potts
Notary Public, State of Ohio
My Commission Expires 6-25-2016

STATE OF OHIO }
 } SS
COUNTY OF LORAIN }

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named R. Michael Fowler, Safety/Service Director of the City of Lorain, Ohio who acknowledged that he did sign the foregoing instrument and that the same was his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Lorain, Ohio, this 25th day of April, 2012.


Notary Public

Katherine L. Potts
Notary Public, State of Ohio
My Commission Expires 6-25-2016

EXHIBIT "A"

Situated in the City of Lorain, County of Lorain and State of Ohio, and known as being Sublot Nos. 3590, 3591, 3592, 3593, 3594, 3595, 3596, 3597 and 3598, and Sublot Nos. 3656, 3657, 3658, 3659, 3660, 3661, 3662, 3663, 3664, 3665, 3666, 3667, 3668, 3669, 3670, 3671, 3672, 3673, 3674, 3675, 3676, 3677, 3678, 3679, 3680, 3681, 3682, 3683, 3684, 3685, 3686, 3687, 3688, 3689, 3690, 3691, 3692, 3693, 3694, 3695, 3696, 3697, 3698, 3699, 3700 and 3701, and 20' vacated alley by Ordinance #5287 recorded in Deed Volume 332, Pages 107 & 108, Lorain County Records, and that part of Canton Avenue vacated by Ordinance # 8234 recorded in Deed Volume 816, Page 604, Lorain County Records, and that portion of 30th Street vacated by Ordinance # 5632 dated 01/06/1947; and that portion of Canton Avenue vacated by Ordinance # 7844 dated 9/8/1959 in The Sheffield Land and Improvement Company's Property Subdivision No. 7, of part of Original Sheffield Township Lots Nos. 97, 98 and 102, as shown by the recorded plat in Volume 6 of Maps, Page 13 & 14 of Lorain County Records, being subject to all legal highways.

03-00-098-110-001	03-00-098-119-001	03-00-098-119-018
03-00-098-110-002	03-40-098-119-002	03-00-098-119-019
03-00-098-110-003	03-00-098-119-003	03-00-098-119-020
03-00-098-110-004	03-00-098-119-004	03-00-098-119-021
03-00-098-110-005	03-00-098-119-005	03-00-098-119-022
03-00-098-110-006	03-00-098-119-006	03-00-098-119-023
03-00-098-110-007	03-00-098-119-007	03-00-098-119-024
03-00-098-110-008	03-00-098-119-008	03-00-098-119-025
03-00-098-110-009	03-00-098-119-009	03-00-098-119-026
03-00-098-110-010	03-00-098-119-010	03-00-098-119-027
03-00-098-110-011	03-00-098-119-011	03-00-098-119-028
03-00-098-110-012	03-00-098-119-012	03-00-098-119-029
03-00-098-110-013	03-00-098-119-013	03-00-098-119-030
03-00-098-110-014	03-00-098-119-014	03-00-098-119-031
03-00-098-110-015	03-00-098-119-015	03-00-098-119-032
03-00-098-110-016	03-00-098-119-016	03-00-098-119-033
03-00-098-110-017	03-00-098-119-017	03-00-098-119-034
		03-00-098-119-035
		03-00-098-119-036
		03-00-098-119-037
		03-00-098-119-038
		03-00-098-119-039

EXHIBIT "B"

LIMITED WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS:

That The Lorain Port Authority, the Grantor, for Ten Dollars and 00/100 (\$10.00) and other valuable consideration paid, which includes covenants contained within the Redevelopment Agreement and pursuant to authority of Lorain Port Authority Resolution No. 2012-01, grants, with limited warranty covenants to American Transmission Systems, Incorporated, an Ohio corporation whose tax mailing address is 76 South Main Street, Akron, Ohio 44308:

Situated in the City of Lorain, County of Lorain and State of Ohio, and known as being Sublot Nos. 3590, 3591, 3592, 3593, 3594, 3595, 3596, 3597 and 3598, and Sublot Nos. 3656, 3657, 3658, 3659, 3660, 3661, 3662, 3663, 3664, 3665, 3666, 3667, 3668, 3669, 3670, 3671, 3672, 3673, 3674, 3675, 3676, 3677, 3678, 3679, 3680, 3681, 3682, 3683, 3684, 3685, 3686, 3687, 3688, 3689, 3690, 3691, 3692, 3693, 3694, 3695, 3696, 3697, 3698, 3699, 3700 and 3701, and 20' vacated alley by Ordinance #5287 recorded in Deed Volume 392, Pages 107 & 108, Lorain County Records, and that part of Canton Avenue vacated by Ordinance # 8234 recorded in Deed Volume #16, Page 604, Lorain County Records, and that portion of 30th Street vacated by Ordinance # 5632 dated 01/06/1947; and that portion of Canton Avenue vacated by Ordinance # 7844 dated 9/8/1959 in The Sheffield Land and Improvement Company's Property Subdivision No. 7, of part of Original Sheffield Township Lots Nos. 97, 98 and 102, as shown by the recorded plat in Volume 6 of Maps, Page 13 & 14 of Lorain County Records, being subject to all legal highways.

03-00-098-110-001	03-00-098-119-001	03-00-098-119-018
03-00-098-110-002	03-00-098-119-002	03-00-098-119-019
03-00-098-110-003	03-00-098-119-003	03-00-098-119-020
03-00-098-110-004	03-00-098-119-004	03-00-098-119-021
03-00-098-110-005	03-00-098-119-005	03-00-098-119-022
03-00-098-110-006	03-00-098-119-006	03-00-098-119-023
03-00-098-110-007	03-00-098-119-007	03-00-098-119-024
03-00-098-110-008	03-00-098-119-008	03-00-098-119-025
03-00-098-110-009	03-00-098-119-009	03-00-098-119-026
03-00-098-110-010	03-00-098-119-010	03-00-098-119-027
03-00-098-110-011	03-00-098-119-011	03-00-098-119-028
03-00-098-110-012	03-00-098-119-012	03-00-098-119-029
03-00-098-110-013	03-00-098-119-013	03-00-098-119-030
03-00-098-110-014	03-00-098-119-014	03-00-098-119-031
03-00-098-110-015	03-00-098-119-015	03-00-098-119-032
03-00-098-110-016	03-00-098-119-016	03-00-098-119-033
03-00-098-110-017	03-00-098-119-017	03-00-098-119-034
		03-00-098-119-035
		03-00-098-119-036
		03-00-098-119-037
		03-00-098-119-038
		03-00-098-119-039

Property Address: Subway Park, Lorain, Ohio

Property Deed Reference: _____

EXHIBIT "B"

AND SAID Grantor, for themselves, hereby covenants with the said Grantee, that said Grantor is the true and lawful owner of said premises, and is well seized of the same in fee simple, and has good right and full power to bargain, sell and convey the same in the manner aforesaid, and that the same are free and clear from all encumbrances, except zoning ordinances, easements, and real estate taxes and assessments, general and special, which are a lien at the time of transfer, but which are not then due and payable.

IN WITNESS WHEREOF, the Grantor hereunto sets his hand this 30th day of March, 2012.

Signed and Acknowledged in the presence of:

ALPS
Witness

LORAIN PORT AUTHORITY

Richard Novak
Richard Novak
Executive Director

STATE OF OHIO)
) SS
COUNTY OF LORAIN)

BEFORE ME, a Notary Public in and for said County and State, personally appeared Richard Novak, Executive Director of The Lorain Port Authority, who acknowledged that he did sign the foregoing instrument and that same is his free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at Lorain, Ohio this 30th day of March, 2012.

ALPS
Notary Public

My commission has no expiration date pursuant to O.R.C. 147.03.

This Instrument was prepared by:

The City of Lorain, Ohio
Office of the Director of Law
200 West Erie Avenue, 7th floor
Lorain, OH 44052

EXHIBIT "C"

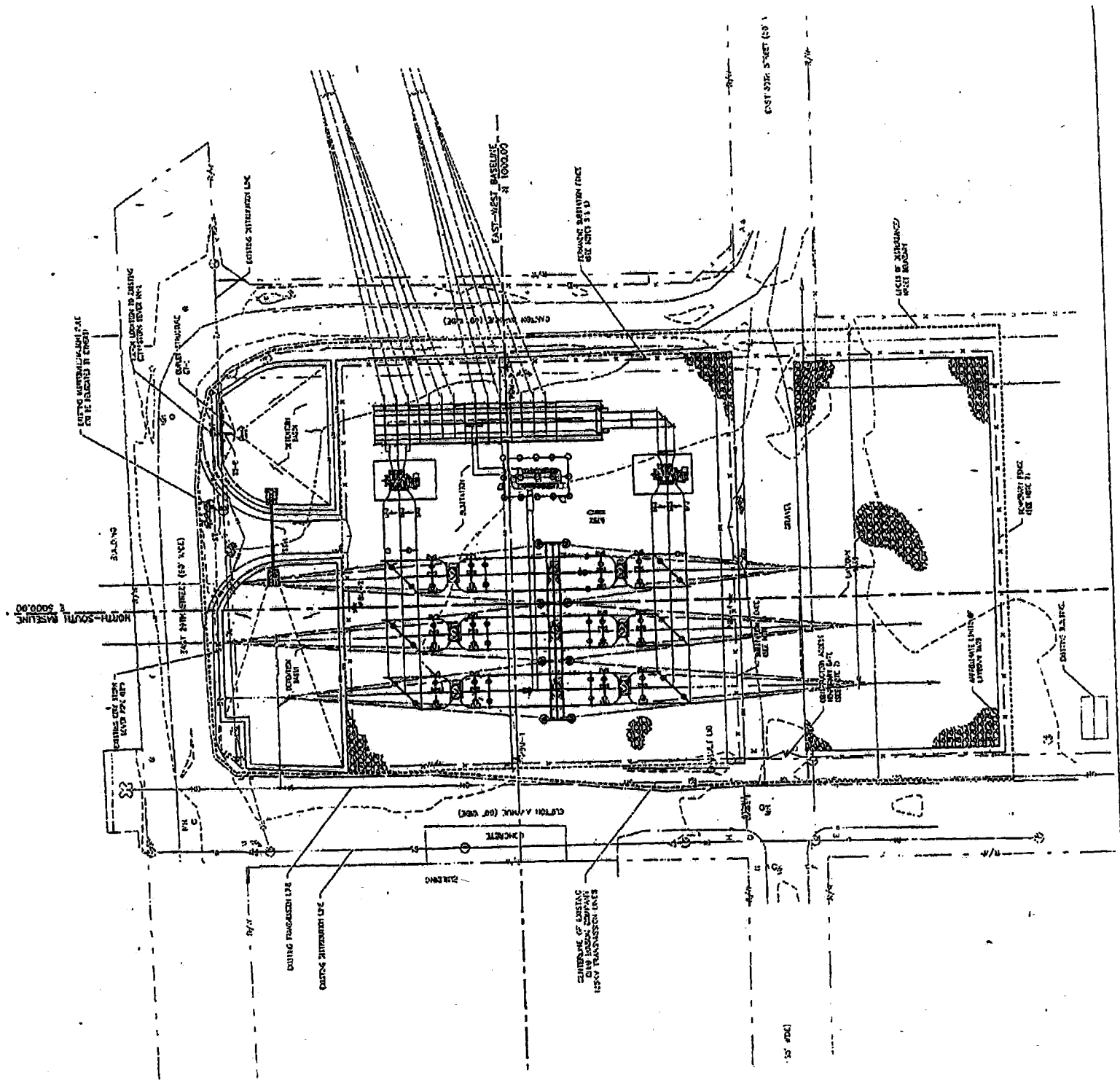


EXHIBIT A

LIMITED WARRANTY DEED

AMERICAN TRANSMISSION SYSTEMS INCORPORATED, an Ohio corporation, 76 South Main Street, Akron, Ohio 44308, the GRANTOR, for valuable consideration paid, grants with limited warranty covenants to The LORAIN PORT AUTHORITY, a governmental entity duly organized and existing under and by virtue of the Constitution and laws of the State of Ohio, Chapter 4582 of the Ohio Revised Code, whose tax mailing address shall be 611 Broadway, Lorain, Ohio 44052, the GRANTEE, the following real property:

Situated in the City of Lorain, County of Lorain, State of Ohio, being part of Original Sheffield Township Lot Number 98, also known as being Sublot 2 and Sublot 3 of the Black River Substation Number 1 as recorded in Plat Volume 101, Pages 94-95 of the Lorain County Plat Records, and shown on Exhibit "A" attached hereto and made a part hereof.

Except restrictions, conditions and easements of record, and zoning ordinances and taxes, which shall be prorated between the parties as of the date of transfer.

Permanent Parcel Numbers: 03-00-098-110-020
03-00-098-110-021

Prior Deed Reference: 2012-0423796

Crossing No.1

The entirety of Sublot 2 as recorded in Plat Volume 101, Pages 94-95 of the Lorain County Plat Records, and shown on Exhibit B attached hereto and made a part hereof

Crossing No. 2.

A strip of land 50 feet wide paralleling the entire eastern property line of Sublot 3, as recorded in Plat Volume 101, Pages 94-95 of the Lorain County Plat Records, and shown on Exhibit B attached hereto and made a part hereof

Crossing No. 3.

A strip of land 60 feet wide paralleling the entire western property line of Sublot 3 as recorded in Plat Volume 101, Pages 94-95 of the Lorain County Plat Records, and shown on Exhibit B attached hereto and made a part hereof

RESERVING, HOWEVER, unto Grantor, its successors and assigns, an easement and right of way, together with rights and privileges hereinafter set forth ("the Easement"), for lines for the transmission and distribution of electric current and energy related services, including communication and other related facilities, whether overhead or underground as now or to be located in the future, at the sole discretion of the Grantor, its successors and assigns, upon, over, under, across and along the herein-conveyed property, said easement and right of way hereinafter referred to as the "Right of Way" is more fully described as follows:

The rights herein reserved shall include the right to erect, inspect, operate, replace, remove, protect, relocate, repair, patrol, add to, and permanently maintain upon, over, under, across and along the above-described Right of Way across all necessary structures, wires, and cables used for or in connection with the transmission and distribution of electric current and energy related services, including communications, together with the right to install any necessary guy wires, anchors and other usual fixtures and appurtenances within or adjacent to the Right of Way herein reserved wherever necessary and the right of reasonable ingress and egress upon, over and across the herein-conveyed property for access to and from said Right of Way, together with the full authority and unqualified right to trim, remove, clear, keep clear, and otherwise control (by such methods as Grantor, in its sole judgment, may deem necessary or proper, including but not limited to the use of herbicides) any and all trees, underbrush, or other vegetation located within the Right of Way. Grantor shall also have the full authority and right, in its sole discretion, to trim, remove, clear, keep clear, and otherwise control any or all trees or vegetation adjacent to said Right of Way, other than vegetation that is produced for agricultural purposes, that, in the opinion of Grantee, may interfere or threaten to interfere with the construction, operation, maintenance, or repair of Grantor's facilities or ingress or egress to, from, or along said Right of Way.

Except as provided herein, Grantee shall have the right to use the land encumbered by the Easement in any manner that is not inconsistent with the rights reserved unto Grantor by said Easement and provided that said use does not violate the National Electrical

Safety Code clearances. Grantee agrees that no building, obstruction or impediment of any kind shall be placed within said Right of Way or between said structures or beneath said wires. Grantor shall have the full authority and right, in its sole discretion, to remove, or to compel the removal, of any buildings or other structures within the Right of Way that, in the opinion of the Grantor, may interfere or threaten to interfere with the construction, operation, maintenance, or repair of Grantor's facilities or with ingress or egress to, from, or along the Right of Way. To the extent that any buildings or other structures within the Right of Way must be removed under the terms of the Easement, Grantees and their successors shall be solely responsible for the cost of removing said buildings or other structures from the Right of Way, and any damages arising therefrom.

The parties hereto acknowledge that any right of Grantor to trim, remove and/or clear any trees, underbrush, vegetation or other buildings or structures as set forth herein, does not create or place a duty upon Grantor to do so, or shift any duty that the Grantees owe to the Grantor, any third party and/or the general public.

**AMERICAN TRANSMISSIONS SYSTEMS
INCORPORATED**

By _____
Ketan Patel

Its: Vice President

STATE OF OHIO)
)
COUNTY OF SUMMIT) SS:
)

The foregoing instrument was acknowledged before me this day of April 2016 by Ketan Patel, Vice President, on behalf of The American Transmission Systems Incorporated, an Ohio corporation, on behalf of the corporation.

Notary Public

Printed Name _____

This instrument prepared by
American Transmission Systems Incorporated

U:\Shr-RealEst\FORMS-CURRENT\DEEDS\ILLIMITED WARRANTY DEED CEI.doc