

TEMPORARY ORDINANCE NO. 3-19

PERMANENT ORDINANCE NO. 5-19

AN ORDINANCE TO GRANT A SUPPLEMENTAL EASEMENT NECESSARY FOR THE PROVISION OF ELECTRIC SERVICES

WHEREAS, there exists a real and present need to grant said supplemental easement for the installation of electric services by Ohio Power Company, a unit of American Electric Power;

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF LANCASTER, STATE OF OHIO:

SECTION 1. The following easement be granted under terms and conditions substantially similar to Exhibit A attached hereto:

<u>PROPERTY OWNER</u>	<u>PERMANENT EASEMENT</u>	<u>EXHIBIT</u>
City of Lancaster	0.906 +/- Acres	A

SECTION 2. As a condition, Ohio Power Company/AEP shall pay all costs associated with the acceptance of this property. This shall include, but shall not be limited to, costs for preparing a deed of conveyance, costs for preparing all documents such as a sale contract, costs of closing, and all property transfer fees.

SECTION 3. That this ordinance shall take effect and be in force from and after the earliest period allowed by law.

Passed: 2/11/19 after 2nd reading. Vote: Yeas 8 Nays 0

Approved: 2/11/19

Clerk: Teresa Lee Sandy

[Signature]
President of Council
[Signature]
Mayor

Offered by: [Signature]

Second by: [Signature]

Requested by Law Committee

I, Teresa Lee Sandy, Clerk of Council do hereby certify that on _____, 2019 the Lancaster Eagle Gazette published the summary of this ordinance in accordance with Ohio Revised Code 731.24.

Clerk of Council



Line Name: Thornville - Lancaster
Easement No. 218
Line No. TLN160:05032

SUPPLEMENTAL EASEMENT AND RIGHT OF WAY

THIS SUPPLEMENTAL EASEMENT AND RIGHT OF WAY made by and between **The City of Lancaster, Ohio, An Ohio Municipal Corporation**, whose address is 104 East Main Street, Lancaster, Ohio, 43130, ("Grantor"), and **Ohio Power Company**, an Ohio corporation, being a unit of American Electric Power, whose principal business address is 1 Riverside Plaza, Columbus, Ohio 43215 ("AEP").

WHEREAS, AEP is the owner of a right of way and easement under the terms of the following agreement recorded in the Recorder's Office of Fairfield County, Ohio by and between Colson Endsley and Sarah Endsley, his wife, and The Ohio Light and Power Company, a predecessor in title to AEP, dated July 18, 1914 and recorded in Deed Record Book 25, Page 294 (the "Original Easement"); and

WHEREAS, Grantor is the successor in interest to all or part of the lands affected by the Original Easement.

NOW, THEREFORE, in consideration of the sum of Ten and NO/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which Grantor hereby acknowledges, the Grantor hereby grants and conveys and warrants to AEP this Supplemental Easement and Right of Way ("Easement") for electric transmission, distribution, and communication purposes to modify the Original Easement [insofar as it encumbers property of the Grantor situated in the State of Ohio, County of Fairfield, City of Lancaster, Township 15, Range 18, Section 32, being part of a 1.55 acre park, a 1.77 acre park, and Lot 119 conveyed to the City of Lancaster in Huffer-Durbin Addition Number 2, being the same premises as described in Plat Record Book 7, Page 46 dated July 26, 1955 and recorded in Fairfield County Recorders Office (Parcel No.0534820000, 0534819500, 0534821000, 0534819000, 0534818500, 0534813000)], as follows:

The Easement Area shall be revised to be as more fully described and depicted on Exhibit "A", a copy of which is attached hereto and made a part hereof ("Easement Area").

GRANTOR FURTHER GRANTS AEP THE FOLLOWING RIGHTS

The right, now and in the future, to construct, reconstruct, operate, maintain, alter, improve, extend, inspect, patrol, protect, repair, remove, replace, upgrade and relocate within the Easement Area, poles, towers, and structures, made of wood, metal, concrete or other materials, and crossarms, guys, anchors, grounding systems, and all other appurtenant equipment and fixtures, and to string conductors, wires and cables ("Facilities"); together with the right to add to said Facilities from time to time, and the right to do anything necessary, useful or convenient for the enjoyment of the Easement granted herein.

The right, in AEP's discretion, to cut down, trim, remove, and otherwise control, using herbicides or tree growth regulators or other means any and all trees, overhanging branches, vegetation and brush situated within the Easement Area. AEP shall also have the right to cut down, trim or remove trees situated on lands of Grantor which adjoin the Easement Area when in the opinion of AEP those trees may endanger the safety of, or interfere with the construction, operation or maintenance of Facilities or ingress or egress to, from or along the Easement Area.

The right of unobstructed ingress and egress, at any and all times, over, across and along and upon the Easement Area, and across the adjoining lands of Grantor as may be necessary for access to and from the Easement Area for the above referenced purposes.

THIS GRANT IS SUBJECT TO THE FOLLOWING CONDITIONS:

In no event shall Grantor, its heirs, successors, and assigns plant or cultivate any trees or place, construct, install, erect or permit any temporary or permanent building, structure, improvement or obstruction including but not limited to, storage tanks, billboards, sign, sheds, dumpsters, light poles, water impoundments, above ground irrigation systems, swimming pools or wells, or permit any alteration of the ground elevation, over, or within the Easement Area. AEP may, at Grantor's cost, remove any structure or obstruction if placed within the Easement Area, and may re-grade any alterations of the ground elevation within the Easement Area, but only upon written notice by AEP to Grantor and provision of reasonable time for Grantor to cure.

AEP agrees to repair or pay the Grantor for actual damages sustained by Grantor to crops, fences, gates, irrigation and drainage systems, drives, or lawns that are permitted herein, when such damages arise out of AEP's exercise of the rights herein granted.

The failure of AEP to exercise any of the rights granted herein, or the removal of any Facilities from the Easement Area, shall not be deemed to constitute an abandonment or waiver of the rights granted herein, but upon abandonment or discontinuance of the Easement, AEP will remove any and all of its facilities from the Easement.

Except as supplemented and amended herein, the Original Easement shall remain in full force and effect. The Original Easement, as supplemented and amended herein, contains the complete agreement, express and implied between the parties herein and shall inure to the

benefit of and be binding on their respective successors, assigns, heirs, executors, administrators, lessees, tenants, and licensees.

This Easement may be executed in counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same instrument.

Any remaining space on this page left intentionally blank. See next page for signatures.

Executed this ___ day of _____, 2019.

GRANTOR:
City of Lancaster, Ohio
An Ohio Municipal Corporation

DAVID L. SCHEFFLER
MAYOR

State of Ohio

County of Fairfield SS:

BEFORE ME, a Notary Public in and for said county and state, personally appeared the above-named David L. Scheffler, Mayor of the City of Lancaster, Ohio, an Ohio Municipal Corporation, who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed on behalf of said Municipal Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, at Lancaster, Ohio, this _____ day of _____, 2019.

Notary Public, State of Ohio

This Instrument Prepared by Thomas G. St. Pierre, Assistant General Counsel – Real Estate, American Electric Power Service Corporation, 1 Riverside Plaza, Columbus, OH 43215- for and on behalf of **Ohio Power Company**, a unit of American Electric Power.

When Recorded Return to: American Electric Power – Transmission Right of Way, 700 Morrison Road, Gahanna, OH 43230

EXHIBIT "A"

EXHIBIT "A" PREPARED BY:
CENTRAL SURVEYING CO., LTD.
2583 EAST MAIN ST.
REYNOLDSBURG, OHIO 43068
614-864-1100

- ① CITY OF LANCASTER
D.V. 350 PG. 550
PT. LOT 44
PID: 0534819000
- ② CITY OF LANCASTER
D.V. 350 PG. 550
PT. LOT 43
PID: 0534818500
- ③ CITY OF LANCASTER
D.V. 350 PG. 614
0.18 ACRES
PID: 0534813000
- ④ CITY OF LANCASTER
P.B. 7 PG. 46
1.55 ACRES (PARK)
PID: 0534819500
- ⑤ CITY OF LANCASTER
P.B. 7 PG. 46
1.77 ACRES (PARK)
PID: 0534820000
- ⑥ CITY OF LANCASTER
D.V. 361 PG. 330
LOT 119
PID: 0534821000

- Ⓐ HENRI E. MURDOCK
O.R. 1496 PG. 2293
LOT 65A & 66
PID: 0534120500
- Ⓑ JACK C. FALKNER
D.V. 671 PG. 477
LOT 64N-65S
PID: 0534120500
- Ⓒ FREDRICK R. EBRECHT
O.R. 1307 PG. 255
LOT 83
PID: 0534120200
- Ⓓ MORAD SAHELI
D.V. 624 PG. 441
LOT 62N-63S
PID: 0534120100
- Ⓔ GERALD KESTER, JR.
& JUDITH L. KESTER
D.V. 579 PG. 749
PT. LOT 61-62
PID: 0534120000
- Ⓕ DANIEL R. FOSTER
O.R. 1729 PG. 1684
LOT 61S
PID: 0534119900
- Ⓖ ROBERT E. MILLER
D.V. 1358 PG. 810
LOT 46
PID: 0534118400
- Ⓗ BRENDA L. CLACK
D.V. 1686 PG. 1507
LOT 45
PID: 0534118300
- Ⓘ PAUL S. BELGYA &
CHERYL E. BELGYA
D.V. 496 PG. 294
LOT 95
PID: 0534095600
- ⓵ GREER A. EDWARDS
O.R. 1484 PG. 606
3.216 ACRES (RES.)
PID: 0534010700

LINE	BEARING	DISTANCE
L1	N 87°24'21" W	29.20'
L2	N 01°24'11" E	215.20'
L3	N 00°33'58" E	273.14'
L4	N 13°15'31" E	76.70'
L5	S 87°59'37" E	27.96'
L6	S 02°28'26" W	563.79'
L7	S 03°12'24" W	229.94'
L8	N 77°00'02" E	30.12'
L9	S 01°36'16" W	289.96'
L10	N 87°29'33" W	50.01'
L11	N 01°36'16" E	376.67'
L12	N 01°24'11" E	135.23'
L13	S 87°26'09" E	27.77'

EASEMENT AREA CONTAINING
0.906± ACRES TOTAL
(EASEMENT LENGTH = 1077')

 EASEMENT AREA

LINE NAME - THORNVILLE - LANCASTER
LINE NUMBER - IIN 160:05032
SUPPLEMENT TO ORIG. EAS. # - 97

SITUATE:
SITUATED IN THE STATE OF OHIO, COUNTY OF FAIRFIELD, CITY OF LANCASTER, TOWNSHIP 15, RANGE 18, SECTION 32, BEING PART OF A 1.55 ACRE PARK, A 1.77 ACRE PARK, AND LOT 119 CONVEYED TO THE CITY OF LANCASTER IN HUFFER-DURDIN ADDITION NO. 2, AS RECORDED IN PLAT BOOK 7, PAGE 46, AND BEING PARTS OF LOT 43 AND LOT 44 IN FAIRFIELD HILLS SECOND ADDITION, AS RECORDED IN PLAT BOOK 8, PAGE 70, ALSO BEING PART OF A 0.18 ACRE TRACT OF LAND CONVEYED TO THE CITY OF LANCASTER, AS RECORDED IN DEED VOLUME 350, PAGE 614, AND BEING PART OF THE SAME LANDS CONVEYED TO THE CITY OF LANCASTER, AS RECORDED IN DEED VOLUME 350, PAGE 550 AND DEED VOLUME 361, PAGE 330. ALL REFERENCES CONTAINED HEREIN ARE TO FAIRFIELD COUNTY RECORDER'S RECORDS, LANCASTER, OHIO.

NOTES:

THIS DRAWING IS FOR EASEMENT PURPOSES ONLY AND HAS BEEN COMPILED USING EXISTING PUBLIC RECORDS, ALONG WITH FIELD COLLECTED INFORMATION. SUBJECT TO ALL LEGAL STREETS, HIGHWAYS, RIGHT-OF-WAYS, ALLEYS, EASEMENTS, AGREEMENTS AND/OR CONDITIONS OF RECORD, IF ANY. ORIGINAL EASEMENT TO THE OHIO LIGHT AND POWER COMPANY, AS RECORDED IN DEED VOLUME 25, PAGE 294.

BASIS OF BEARINGS:

BEARINGS ARE BASED ON THE OHIO STATE PLANE COORDINATE SYSTEM, NAD 83, OHIO SOUTH ZONE.



SCALE IN FEET
SCALE: 1 INCH = 200 FEET

OHIO POWER COMPANY

EASEMENT ACROSS THE LANDS OF
CITY OF LANCASTER
CONTAINING 0.906± ACRES

Drawn By: DS	Checked By: WW
Scale: 1"=200'	Date: 03/27/18
File Name: OPC20170919-EAS-CITYLANCASTER02	Drawing Number: 2017-0919
Revisions: 12/05/18	