Sponsor: Ellevtl/aldrich

ORDINANCE NO. 18-18

AN ORDINANCE AUTHORIZING THE MAYOR TO GRANT EASEMENTS TO THE OHIO POWER COMPANY, A DIVISION OF AEP, ACROSS PROPERTY OWNED BY THE CITY OF JACKSON FOR PAYMENT TO THE CITY OF \$34,926.00, PURSUANT TO R.C. SECTION 723.121 AND DECLARING AN EMERGENCY.

WHEREAS, the City of Jackson is the owner of certain real property upon which the Ohio Power Company is need of easements in furtherance of the City's Ironman Switch and Fairmont Substation projects; and

WHEREAS, the Ohio Power Company has agreed to pay to the City of Jackson the total sum of \$34,926.00 for all easements as set forth below; and

WHEREAS, the City finds that the grant of the requested easements will not interfere with the City's use of the property for a municipal purpose and the interest so conveyed is not needed by the City for a municipal purpose and this conveyance is authorized pursuant to R.C. sections 723.121 and 721.03; and

WHEREAS, this matter constitutes an emergency necessary for the preservation of the health, safety and welfare of the City as the grant of all easements at the earliest possible date will permit the planned electric utility system upgrade to proceed; and

WHEREAS, the grant of all easements are necessary for the matter to proceed and must be considered together but for recording purposes has been set forth in six separate documents, attached hereto as Exhibits A through F,

Easement #15 – Heppner Switch – AEP Electric Transmission .219 ac. +/-\$2.,190.00 Easement #16 – Heppner Switch – AEP Electric Transmission .444 ac. +/-\$4,440.00 Easement #33 – Heppner Switch – AEP Electric Transmission 2.035 ac. +/-\$20,350.00 Easement #37 – Heppner Switch – AEP Electric Transmission .526 ac. +/-\$5,260.00 Easement #57 – Heppner Switch – AEP Electric Transmission .294 ac. +/-\$2,940.00 Easement #32 – Heppner Switch – AEP Electric Transmission .448 ac. +/-\$4,480.00

NOW, THEREFORE, BE IT ORDAINED BY THE LEGISLATIVE AUTHORITY OF THE POLITICAL SUBDIVISION OF THE CITY OF JACKSON, THAT THE INTEREST TO BE CONVEYED BY EASEMENT IS NOT NEEDED FOR A MUNICIPAL PURPOSE AND THE MAYOR IS HEREBY AUTHORIZED TO EXECUTE AND DELIVER THE EASEMENTS ATTACHED HERETO IN EXCHANGE FOR THE AGREED UPON PAYMENT AND DECLARING AN EMERGENCY

This Ordinance is hereby declared to be an emergency Ordinance necessary for the immediate preservation of the public peace, health or safety of the City of Jackson, Ohio and for the further reason set forth above. Therefore, this Ordinance shall go into effect upon passage and approval by the Mayor, as provided in Ohio Revised Code Section 731.30.

In the event this Ordinance receives a majority vote for passage but fails to receive the required number of votes to pass as an emergency, then this Ordinance shall be deemed to have passed but with no emergency clause, and shall take effect at the earliest time permitted by law.

- 2 - 2 OPEN MEETING. It is hereby found and determined that all formal actions of this council concerning and relating to this Ordinance were adopted in an open meeting, and that these deliberations of this council and its committees resulted in such formal action, or in meeting open to the public, in compliance with all legal requirements including section 121.22 of the Ohio Revised Code.

PASSED AND ADOPTED by	the Legislative Authority of the Political Subdivision on this 14th day of
May , 2018.	5 . 0
0	Sionn
	President of Council
ATTEST:	
N . B	
Zheng San Clerk of the Legislative Authority	
Cier of the Legislative Authority	

Mayor Mayor

Approved this 14th day of May

Line No.: TLN380:OH157 Easement No.: 15

Parcel(s): No County Parcel ID

EASEMENT PAYMENT SCHEDULE

THE UNDERSIGNED:

GRANTOR: The City of Jackson, Ohio, (City), a municipal corporation

ADDRESS: 145 Broadway Street, Jackson, Ohio 45640

HEREBY OFFER to accept amount as determined in accordance with the schedule below in full payment of the Easement and Right of Way for an electric transmission, distribution and communication lines, being, in, on, over, under, through and across the land of the Undersigned under an easement dated ______, 2018 from the Undersigned to the Company, to wit:

PAYMENT SCHEDULE

Easement Acquisition Cost Description:	Easement Paid	Damages Paid
Easement Consideration Paid • 219 acres +/- @ \$ /ac =	\$ 2190	\$
State of Ohio, County of Jackson, Lick Township and part of Lot Number 42, Scioto Salt Reserve, Township Number 7, Range 18	\$	\$
	\$	\$
	\$	\$
Pre-Construction Cost Description:		
	\$	\$
	\$	\$
Sub-Totals	\$ 2150	8 -0 -
Total Consideration includes Initial Consideration Paid		\$ 2190

The amounts so determined are full payment for the Easement and Right of Way. Any construction damages will be paid separately unless noted above.

Accepted on	2018	Signed on	, 2018
Contract Land Staff, LLC		•	
Contract Agent for	GRA	NTOR	
Ohio Power Company		City of Jackson, Ohio (C oration	City), a municipal
By:	Ву:		
Field Agent:		Print Name, Its Authorize	ed Signer

Attach Required W-9

For Office Use Only:

GL	PCBU	Project BPID	Work Order	Account	Dept	CC	Act	ZIP CODE
160	TRANS	A16801028	4262816503			147		

Easement No. 15

Line No. TLN380:OH157

SUPPLEMENTAL EASEMENT AND RIGHT OF WAY

THIS SUPPLEMENTAL EASEMENT AND RIGHT OF WAY made by and between The City of Jackson, Ohio, (City) a municipal corporation whose address is 145 Broadway Street, Jackson, Ohio 45640 ("Grantor"), whether one or more persons, 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 has electrical facilities built upon a right of way across the property of the Grantor situated in the State of Ohio, Jackson County, Lick Township, being the same premises as described in Quitclaim Deed, Record Book 263 Page 907 (covering a portion of an unspecified parcel within the City of Jackson for railroad right of way); which facilities have been in place since approximately 3/30/1987 ("Facilities"); and

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

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 lines and appurtenant equipment and fixtures to allow for the rebuilding of the line across the property of Grantor set forth above, 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.

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 temperary 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.

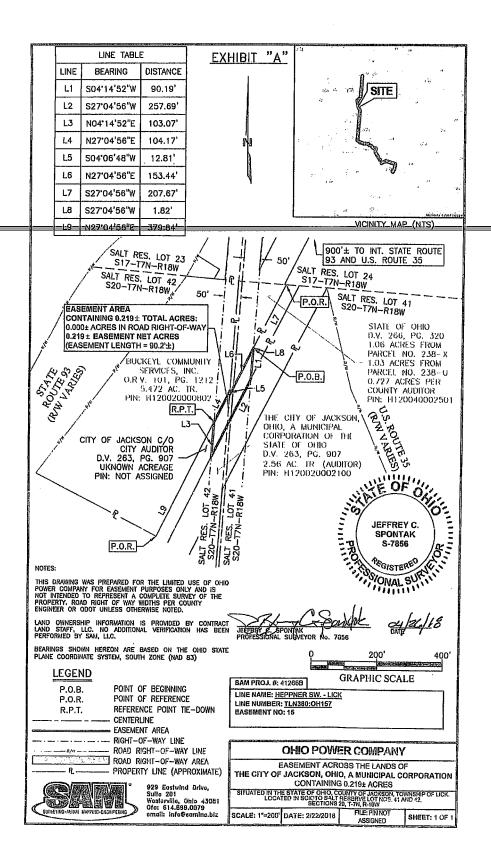
AEP agrees to repair or pay the Grantor for actual damages sustained by Grantor to crops, fences, gates, irrigation and drainage systems, drives, or lawns that are permitted herein, when such damages arise out of AEP's exercise of the rights herein granted.

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.

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.



Line No.: TLN380:OH157 Easement No.: 16

Parcel(s): H120020002100

EASEMENT PAYMENT SCHEDULE

THE UNDERSIGNED:

GRANTOR: City of Jackson, Ohio, (City), a municipal corporation

ADDRESS: 145 Broadway Street, Jackson, Ohio 45640

HEREBY OFFER to accept amount as determined in accordance with the schedule below in full payment of the Easement and Right of Way for an electric transmission, distribution and communication lines, being, in, on, over, under, through and across the land of the Undersigned under an easement dated _______, 2018 from the Undersigned to the Company, to wit:

PAYMENT SCHEDULE

Easement Acquisition Cost Description:	Easement Paid	Damages Paid
Easement Consideration Paid • 444 acres +/- @ \$ /ac =	\$ 4440	\$
State of Ohio, County of Jackson, Lick Township and part of Lot	e	e e
Number 42, Scioto Salt Reserve, Township Number 7, Range 18	P	P
	\$	\$
	\$	\$
Pre-Construction Cost Description;		
	\$	\$
	\$	\$
Sub-Totals		\$ -0-
Total Consideration includes Initial Consideration Paid		\$4440
damages will be paid separately unless noted above.	igiii oi way. A	•
The amounts so determined are full payment for the Easement and R damages will be paid separately unless noted above. Accepted on	ight of Way. A	, 2018
damages will be paid separately unless noted above.	igii di way. A	•
damages will be paid separately unless noted above. Accepted on		, 2018

Attach Required W-9

Print Name, Its Authorized Signer

For Office Use Only:

Field Agent:

GL	PCBU	Project BPID	Work Order	Account	Dept	CC	Act	ZIP CODE
160	TRANS	A16801028	4262816503			147		

Easement No. 16

Line No. TLN380:OH157

SUPPLEMENTAL EASEMENT AND RIGHT OF WAY

THIS SUPPLEMENTAL EASEMENT AND RIGHT OF WAY made by and between The City of Jackson, Ohio, (City) a municipal corporation whose address is 145 Broadway Street, Jackson, Ohio 45640 ("Grantor"), whether one or more persons, 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 has electrical facilities built upon a right of way across the property of the Grantor situated in the State of Ohio, Jackson County, Lick Township, being the same premises as described in Quitclaim Deed, Record Book 263 Page 907 (including Parcel No. H120020002100); which facilities have been in place since approximately 3/30/1987 ("Facilities"); and

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

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 lines and appurtenant equipment and fixtures to allow for the rebuilding of the line across the property of Grantor set forth above, 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.

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.

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.

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.

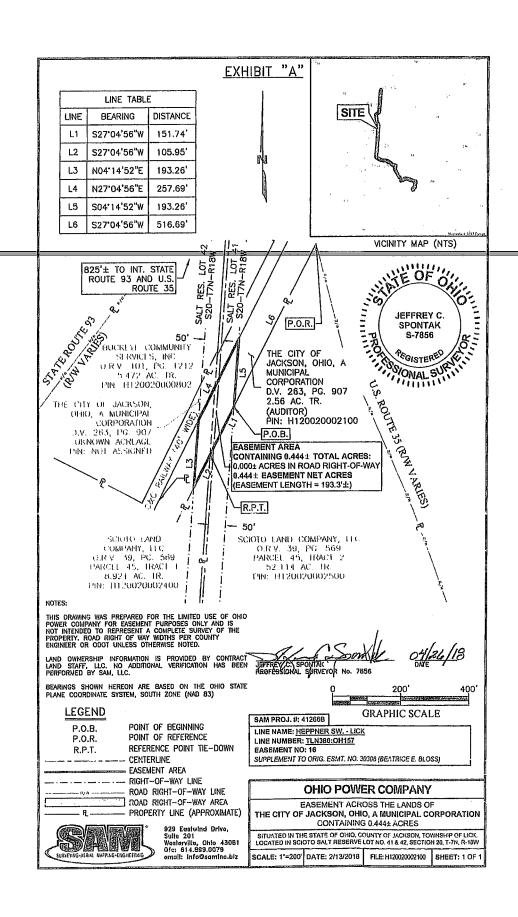
This Easement may be executed in counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same instrument.

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

GRANTOR

		The City of Jackson, Ohio corporation	, (City) a municipal
		By:	
·		Print Name: Its authorized signer	
		Ü	
STATE OF OHIO)		
COUNTY OF) SS:		
This Instrument was	acknowledged bef	fore me on theas	day of
of The City of Jackson	, Ohio, (City) a muni	oy, as cipal corporation, for and on	behalf of the company.
	Not	ary Public	
	Not	tary Public (Print/Type Name)
	Му	Commission Expires:	

This Instrument Prepared by Kenneth E. McDonough, 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.



Line No.: TLN380:OH157 Easement No.: 33

Parcel(s): H140070004800

EASEMENT PAYMENT SCHEDULE

THE UNDERSIGNED:

GRANTOR: City of Jackson, a Municipal Corporation

ADDRESS: 145 Broadway Street, Jackson, Ohio 45640

HEREBY OFFER to accept amount as determined in accordance with the schedule below in full payment of the Easement and Right of Way for an electric transmission, distribution and communication lines, being, in, on, over, under, through and across the land of the Undersigned under an easement dated _______, 2018 from the Undersigned to the Company, to wit:

PAYMENT SCHEDULE

Easement Acquisition Cost Description:	Easement Paid	Damages Paid
Easement Consideration Paid 2.085 acres +/- @ \$ 10,000 /ac =	\$ 20,350	S
Township of Lick, County of Jackson, State of Ohio, being part of SSR Lot 57, Township 7N, Range 18W	s	s
Township 713, Kungo tow	\$	\$
	\$	\$
Pre-Construction Cost Description:		
	\$	S
	S	\$
	s 20,350	s -0-
Total Consideration includes Initial Consideration Paid		\$20,350

The amounts so determined are full payment for the Easement and Right of Way. Any construction damages will be paid separately unless noted above.

soparatory united notes as over		
Accepted on	, 2018 Signed on	, 2018
Contract Land Staff, LLC	GRANTOR	
Contract Agent for	GRANIOR	
Ohio Power Company		
By:	By:	
Field Agent:		
	Print Name, Its Authorized S	Signer

Attach Required W-9

For Office Use Only:

	GL.	PCBU	Project BPID	Work Order	Account	Dept	cc	Act	ZIP CODE
\Box	30	TRANS		-			942		

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.

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.

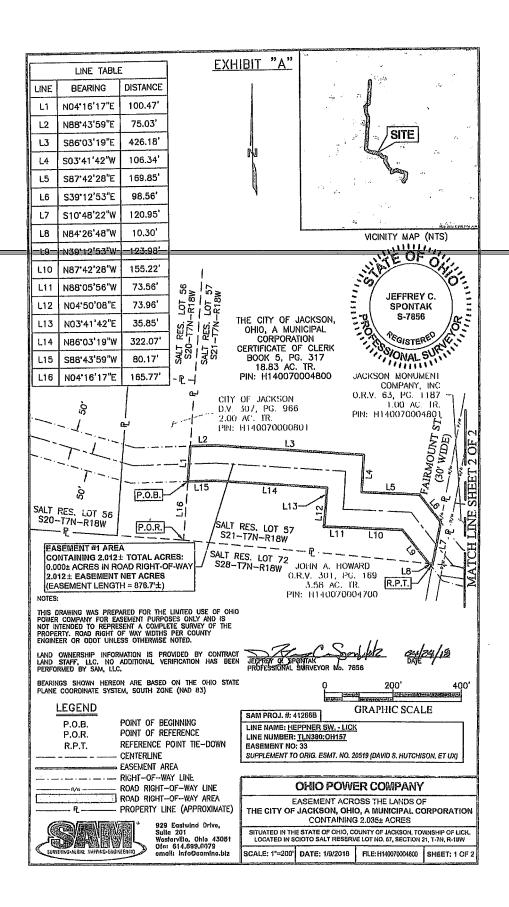
The failure of AEP to exercise any of the rights granted herein, or the removal of any Facilities from the Easement Area, shall not be deemed to constitute an abandonment or waiver of the rights granted herein.

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.

Thi all	is Easement may be executed in counterparts, each of which shall be deemed an original, but of which, taken together, shall constitute one and the same instrument.
An	y remaining space on this page left intentionally blank. See next page for signatures.

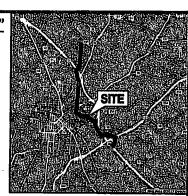
		GKANTUR	
		City of Jackson, a Municipal Corporation	on
		Print Name, Its Authorized Signer	
STATE OF)		
COUNTY OF) SS:		
This Instrument was	acknowledged bef	ore me on the	day of
behalf of the City of Ja	, 2018, ckson, a Municipal C	orporation.	on
			·
	Not	ary Public	
	Not	ary Public (Print/Type Name)	
		Commission Expires:	

This Instrument Prepared by Thomas 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.

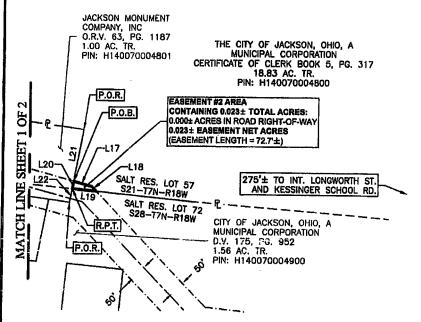


	LINE TABL	E
LINE	BEARING	DISTANCE
L17	S74'39'53"E	53,39'
L18	S44'39'59"E	19.29'
L19	N84'26'48"W	69.41'
L20	N10"48"22"E	21.50'
L21	S10'48'22"W	146.97'
L22	N10°48'22"E	39.62





<u> MCINITY_MAP_(NTS)</u>



NOTES:

THIS DRAWING WAS PREPARED FOR THE UNITED USE OF ONO POWER COMPANY FOR EASEMENT PURPOSES ONLY AND IS NOT INTENDED TO REPRESENT A COMPLETE SURVEY OF THE PROPERTY, ROLD RIGHT OF WAY WINTEN PER COUNTY ENGINEER OR ODOT UNLESS OTHERWISE NOTED.

LAND OWNERSHIP INFORMATION IS PROVIDED BY CONTRACT LAND STAFF, LLC. NO ADDITIONAL VERIFICATION HAS BEEN PERFORMED BY SAM, LLC.

BEARINGS SHOWN HEREON ARE BASED ON THE ONIO STATE PLANE COORDINATE SYSTEM, SOUTH ZONE (NAD 83)

LEGEND

P.O.B. P.O.R. R.P.T.

POINT OF BEGINNING POINT OF REFERENCE

REFERENCE POINT TIE-DOWN CENTERLINE

EASEMENT AREA

RIGHT-OF-WAY LINE ROAD RIGHT-OF-WAY LINE ROAD RIGHT-OF-WAY AREA PROPERTY LINE (APPROXIMATE)



926 Eastwind Drive, Suite 201 Westerdile, Chio 65021 Ofc: 614.699.0079 email: info-Samino.biz



BAM PROJ. #: 41266B

LINE NAME: HEPPNER SW. - LICK LINE NUMBER: TLN380:0H157 EASEMENT NO: 33

SUPPLEMENT TO ORIG. ESMT. NO. 20519 (DAVID S. HUTCHISON, ET UX)

OHIO POWER COMPANY

EASEMENT ACROSS THE LANDS OF THE CITY OF JACKSON, OHIO, A MUNICIPAL CORPORATION CONTAINING 2.0361 ACRES

SITUATED IN THE STATE OF OHIO, COUNTY OF JACKSON, TOWNSHIP OF LICK. LOGATED IN SCIOTO SALT RESERVE LOT NO. 87, BECTION 21, Y-7N, R-18W

SCALE: 1"=200" DATE: 1/9/2018

FBLE: H140070004800 | SHEET: 2 OF 2

EXHIBIT D Line Name: Heppner Switch - Lick Line No.: TLN380:OH157 Easement No.: 37 Parcel(s): H140070004900 **EASEMENT PAYMENT SCHEDULE** THE UNDERSIGNED: GRANTOR: The City of Jackson, Ohio 40 ADDRESS: HEREBY OFFER to accept amount as determined in accordance with the schedule below in full payment of the Easement and Right of Way for an electric transmission, distribution and communication lines, being, in, on, over, under, through and across the land of the Undersigned under an easement dated _ _____, 2018 from the Undersigned to the Company, to wit: PAYMENT SCHEDULE Easement Paid Damages Paid Easement-Acquisition-Cost-Description: Easement Consideration Paid . 526 acres +/- @\$ 260 State of Ohio, Jackson County, Township of Lick, part of SSR Lot No. 72, Township 7, Range 18 Pre-Construction Cost Description: Sub-Totals \$ Total Consideration includes Initial Consideration Paid The amounts so determined are full payment for the Easement and Right of Way. Any construction damages will be paid separately unless noted above. , 2018 Signed on 2018 Accepted on Contract Land Staff, LLC **GRANTOR** Contract Agent for City of Jackson, Ohio **Ohio Power Company** Field Agent: Print Name; Its authorized signer Attach Required W-9

GL	PCBU	Project BPID	Work Order	Account	Dent	CC	Act	ZIP CODE
130	TRANS					942		
130	IRANS					744		

For Office Use Only:

Line Name: Heppner Switch - Lick Easement No. 37 Line No. TLN380:OH157 Line Name: Coalton - Lick Easement No. 20519 Line No. TLN130:0C936

SUPPLEMENTAL EASEMENT AND RIGHT OF WAY

THIS SUPPLEMENTAL EASEMENT AND RIGHT OF WAY made by and between The City of Jackson, Ohio, whose address is 145 Broadway Street, Jackson, Ohio 45640, ("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 Jackson County, Ohio by and between David S. Hutchison and Viola Hutchison, his wife and Columbus and Southern Ohio Electric Company, a predecessor in title to AEP, dated 1/25/1952 and recorded in Deed Book 146 Page 567, (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 Township of Lick, County of Jackson, State of Ohio, and being a part of Scioto Salt Reserve Lot No. Seventy-two (72), Township Seven (7) North, Range Eighteen (18); and being more particularly described in Ohio Warranty Deed, recorded 2/8/1963, in Official Record Book 175, Page 951, in the Jackson County Recorder's Office, (Parcel No. H140070004900)], 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.

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.

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.

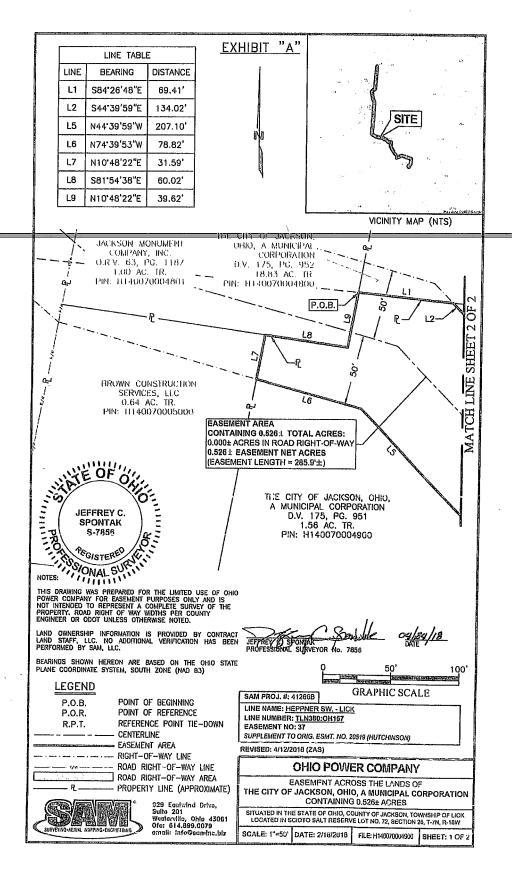
<u>Any remaining space on this page left intentionally blank. See next page for signatures.</u>

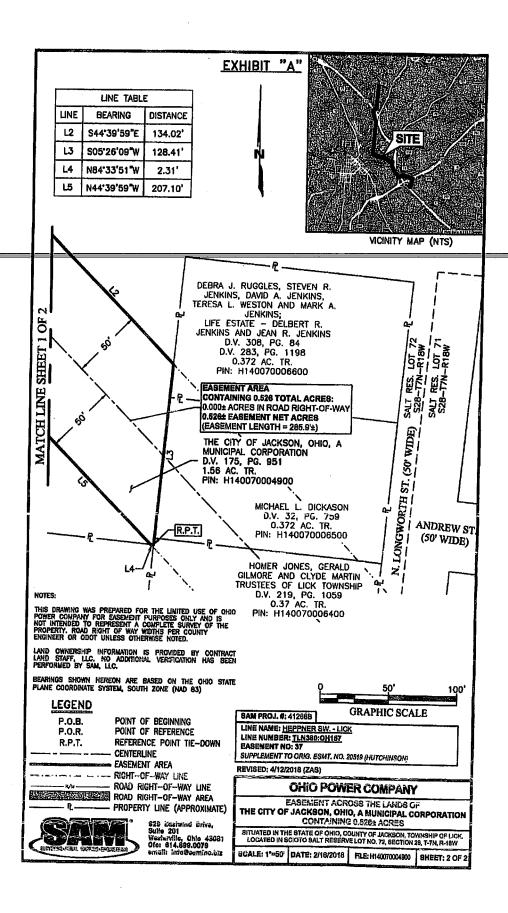
ı	This Easement may be executed in counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same instrument.
	Any remaining space on this page left intentionally blank. See next page for signatures.

GRANTOR

		City of Jackson, Ohio	
STATE OF)	Print Name, Its Authorized Signer	
COUNTY OF) SS:		
This Instrument was		efore me on the	day_
behalf of the City of Ja	, 2018,	as	
•	, , , , , , , , , , , , , , , , , , , ,	F	
,	No	tary Public	
	No	tary Public (Print/Type Name)	
	Му	Commission Expires:	

This Instrument Prepared by Thomas 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.





Line No.: TLN380:OH157 Easement No.: 57

Parcel(s): H140060003702

EASEMENT PAYMENT SCHEDULE

THE UNDERSIGNED:

GRANTOR: City of Jackson

ADDRESS: 145 Broadway Street, Jackson, Ohio 45640

HEREBY OFFER to accept amount as determined in accordance with the schedule below in full payment of the Easement and Right of Way for an electric transmission, distribution and communication lines, being, in, on, over, under, through and across the land of the Undersigned under an easement dated _______, 2018 from the Undersigned to the Company, to wit:

PAYMENT SCHEDULE

Easement Acquisition Cost Description:	Easement Paid	Damages Paid
Easement Consideration Paid • 394 acres +/- @\$ /ac =	\$ 2940	s
Township of Lick, County of Jackson, State of Ohio, being known as SSR Lot Number seventy (70), Township 7N, Range 18W	\$	\$
	\$	\$
	\$	\$
Pre-Construction Cost Description:		
	\$	\$
	\$	\$
Sub-Totals	\$ 2940	\$ -0-
Total Consideration includes Initial Consideration Paid		\$ 2940

The amounts so determined are full payment for the Easement and Right of Way. Any construction damages will be paid separately unless noted above.

Accepted on		gned on	, 2018
Centract Land Staff, LLC			
Contract Agent for	GRANTO	PR	
Ohio Power Company	City of Jac	ckson	
Ву:	Ву:		
Field Agent:			
	Print	Name, Its Authorized Sign	ner

Attach Required W-9

For Office Use Only:

GL	PCBU	Project BPID	Work Order	Account	Dept	CC	Act	ZIP CODE
160	TRANS	A16801028	4262816503			147	Att	ZIP CODE
								i !

Line Name: Heppner Switch - Lick Easement No. 57 Line No. TLN380:OH157

Line Name: Coalton - Lick Easement No. 42088 Line No. TLN130;0C936

SUPPLEMENTAL EASEMENT AND RIGHT OF WAY

THIS SUPPLEMENTAL EASEMENT AND RIGHT OF WAY made by and between City of Jackson, whose address is 145 Broadway Street, Jackson, Ohio 45640 ("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 Jackson County, Ohio by and between Wayne Hill and Carolyn Hill, his wife; Ina B. Hill, widow and Columbus and Southern Ohio Electric Company, a predecessor in title to AEP, dated 12/10/1969 and recorded in Deed Book 198 Page 575, (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 Township of Lick, County of Jackson, State of Ohio, being known as SSR Lot Number seventy (70), Township 7N, Range 18W, and being more particularly described in Quit Claim Deed, recorded 12/30/2004, in Deed Book 28, Page 857, in the Jackson County Recorder's Office, (Parcel No. H140060003702)], 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").

Line No.: TLN380:OH157 Easement No.: 32

Parcel(s): H140070000801

EASEMENT PAYMENT SCHEDULE

THE	UND	ERSI	GN	ED:
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GRANTOR: City of Jackson, Ohio

ADDRESS: 145 Broadway Street, Jackson, Ohio 45640

HEREBY OFFER to accept amount as determined in accordance with the schedule below in full payment of the Easement and Right of Way for an electric transmission, distribution and communication lines, being, in, on, over, under, through and across the land of the Undersigned under an easement dated ________, 2018 from the Undersigned to the Company, to wit:

PAYMENT SCHEDULE

Easement Acquisition Cost Description:	Easement Pai	d Damages Paid
Easement Consideration Paid • 448 acres +/- @ S/ac =	5 4,480	\$
City of Jackson, County of Jackson, State of Ohio, and being a part of SSR Lot 56, Township 7 N Range 18 W	s	s
	\$	\$
	\$	s
Pre-Construction Cost Description:		
	\$	\$
	\$	\$
	s 4,480	\$ -0-
Total Consideration includes Initial Consideration Paid		s 4,480

The amounts so determined are full payment for the Easement and Right of Way. Any construction damages will be paid separately unless noted above.

Accepted on	, 2018	Signed on	, 2018
Contract Land Staff, LLC			
•			
Contract Agent for	GR	ANTOR	
Ohio Power Company	City	of Jackson, Ohio	
Ву:	Ву:		
Field Agent:			
	•	Print Name Its Authorized Sign	

Attach Required W-9

For Office Use Only:

C	GL	PCBU	Project BPID	Work Order	Account	Dept	cc	Act	ZIP CODE
L	130	TRANS					942		

Line Name: Heppner Switch - Lick Easement No. 32 Line No. TLN380:OH157

Line Name: Coalton - Lick Easement No. 97-143 Line No. TLN130:0C936

SUPPLEMENTAL EASEMENT AND RIGHT OF WAY

THIS SUPPLEMENTAL EASEMENT AND RIGHT OF WAY made by and between City of Jackson, Ohio, whose address is 145 Broadway Street, Jackson, Ohio 45640, ("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 Jackson County, Ohio by and between Ida M. Warnecke and The Hocking Power Company, a predecessor in title to AEP, dated 2/25/1926 and recorded in Deed Book 97 Page 145, (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 City of Jackson, County of Jackson, State of Ohio, and being a part of Scioto Salt Reserve Lot 56, Township 7 North, Range 18 West; and being more particularly described in Governor's Deed, recorded 1/3/1997, in Deed Book 307, Page 966, in the Jackson County Recorder's Office, (Parcel No. H140070000801)], 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:

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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.

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.

			GRANIUR	
			City of Jackson, Ohio	
STA	TE OF)	Print Name, Its Authorized Signer	
	NTY OF) SS:		
		·	before me on the	day of
	f of the City of J	, 2018,	as	on
	·		Notary Public	
			Notary Public (Print/Type Name)	
			My Commission Expires:	

This Instrument Prepared by Thomas 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.

