

Sponsor: Kitchen/Ondera

48-19

ORDINANCE NO. ~~48-19~~

AN ORDINANCE AUTHORIZING THE MAYOR TO GRANT A SUPPLEMENTAL EASEMENT TO THE OHIO POWER COMPANY, A DIVISION OF AEP, ACROSS PROPERTY OWNED BY THE CITY OF JACKSON FOR PAYMENT TO THE CITY OF \$6,300.00, 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 an easement, a copy of which is attached hereto as Exhibit 1; and

WHEREAS, the Ohio Power Company has agreed to pay to the City of Jackson the total sum of \$6,300.00 for the easement as attached hereto as Exhibit 2; and

WHEREAS, the City finds that the grant of the requested easement 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. section 723.121 and without competitive bidding as Ohio Power Company has a unique need for the easement for its power distribution and there are no other interested persons and for the further reason that this constitutes a valid exercise of powers granted to the City of Jackson pursuant to the home rule provision of the Ohio Constitution, Article XVIII, Section 3; and

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

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 SUPPLEMENTAL EASEMENT 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.

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 2nd day of October, 2019.

E. V. Brown
President of Council

ATTEST:
Cindi R. Kuhn
Clerk of the Legislative Authority

Approved this 2nd day of October, 2019.

Mayor

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

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

EXHIBIT 1

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").

GRANTOR FURTHER GRANTS AEP THE FOLLOWING RIGHTS

The right, now and in the future, to construct, reconstruct, operate, maintain, alter, improve, extend, inspect, patrol (by ground or air), 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.

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

GRANTOR

City of Jackson

Randy Heath

Randy Heath
Print Name, Its Authorized Signer

STATE OF OHIO ,

COUNTY OF Jackson SS:

This Instrument was acknowledged before me on the 2nd day of October, 2019, by Randy Heath, as Mayor on behalf of the City of Jackson.

Cynthia R. Kuhn
Notary Public

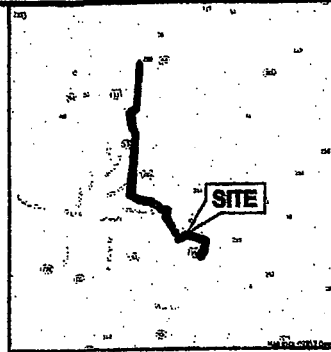
Cynthia R. Kuhn
Notary Public (Print/Type Name)

My Commission Expires: 2-10-20

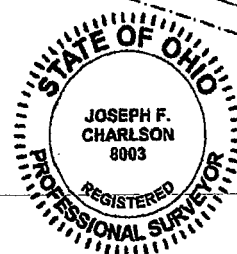
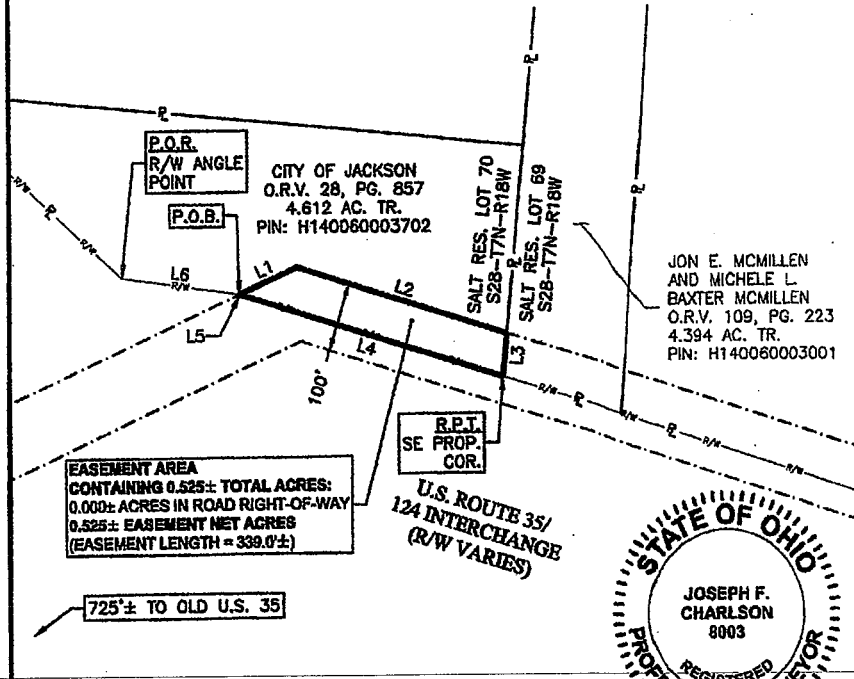
This Instrument Prepared by Thomas St. Pierre, Assistant General Counsel - Real Estate, American Electric Power Service Corporation, 1 Riverside Plaza, Columbus, OH 43215- for and on behalf of Ohio Power Company, a unit of American Electric Power.

EXHIBIT "A"

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N66°06'53"E	94.18'
L2	S72°44'47"E	329.15'
L3	S05°03'52"W	62.83'
L4	N72°47'32"W	412.02'
L5	N81°54'11"W	1.34'
L6	S81°54'11"E	179.34'



VICINITY MAP (NTS)



NOTES:

THIS DRAWING WAS PREPARED FOR THE LIMITED USE OF OHIO POWER COMPANY FOR EASEMENT PURPOSES ONLY AND IS NOT INTENDED TO REPRESENT A COMPLETE SURVEY OF THE PROPERTY. ROAD RIGHT OF WAY WIDTHS PER COUNTY ENGINEER OR CDOT 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 OHIO STATE PLANE COORDINATE SYSTEM, SOUTH ZONE (NAD 83)

Joseph F. Charlson
 JOSEPH F. CHARLSON
 PROFESSIONAL SURVEYOR No. 8003
 DATE: 8/10/19



GRAPHIC SCALE

LEGEND

- P.O.B. POINT OF BEGINNING
- P.O.R. POINT OF REFERENCE
- R.P.T. REFERENCE POINT TIE-DOWN
- RIGHT-OF-WAY LINE
- - - ROAD RIGHT-OF-WAY LINE
- ▭ EASEMENT AREA
- R — PROPERTY LINE (APPROXIMATE)

SAM PROJ. #: 412668
 LINE NAME: HEPPNER SW. LICK
 LINE NUMBER: TL14380-04157
 ESMT. NO. 67
 SUPPLEMENT TO ORIG. ESMT. NO. 12069 (BRYCE HILL, ET UX)
 REVISED: 8/10/2019 (SL5)

OHIO POWER COMPANY

EASEMENT ACROSS THE LANDS OF
 CITY OF JACKSON
 CONTAINING 0.525± ACRES

SITUATED IN THE STATE OF OHIO, COUNTY OF JACKSON, TOWNSHIP OF LICK,
 LOCATED IN SIOCTO SALT RESERVE LOT NO. 70, SECTION 24, T7S, R16W

SCALE: 1"=200' DATE: 11/27/2017 FILE: H140060003702 SHEET: 1 OF 1



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