

TEMPORARY ORDINANCE NO. 12-18

PERMANENT ORDINANCE NO. _____

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

WHEREAS, there exists a real and present need to grant said 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	0.099 +/- 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: _____ after _____ reading. Vote: Yeas _____ Nays _____

Approved: _____

President of Council

Clerk: _____

Mayor

Offered by: _____

Second by: _____

Requested by Law Committee

I, Teresa Lee Sandy, Clerk of Council do hereby certify that on _____, 2018 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
Line No.: TLN160:05032
Easement No.: 282

EASEMENT AND RIGHT-OF-WAY

It is hereby agreed that THE CITY OF LANCASTER, OHIO, AN OHIO MUNICIPAL CORPORATION, 104 East Main Street, Lancaster, Ohio, 43130, hereinafter called “Grantor” for Ten and No/100 Dollars (\$10.00) and other valuable consideration paid by OHIO POWER COMPANY, AN OHIO CORPORATION AND UNIT OF AMERICAN ELECTRIC POWER, whose principal business address is 1 Riverside Plaza, Columbus, Ohio, 43215, hereinafter called “Grantee” grants to Grantee:

a 0.099+/- Acres permanent easement and right of way over, under, upon and across the following described 2.08 Acres tract of real property of Grantor (Parcel No. 0535803000) as further described in Exhibit A which is attached hereto and hereby incorporated herein,

The easement granted in this agreement shall be used solely for the purpose of the installation, operation, repair, maintenance, inspection, rebuilding, replacing, relocating, and removing of electric and other current/future energy or communication lines and appurtenant facilities and for entering and re-entering said premises for the stated purposes.

The easement shall be permanent and shall be Twenty (20) feet wide lying Ten (10) feet on each side of the facilities as constructed. A drawing showing the approximate location of the permanent easement is attached hereto as Exhibit A.

Grantor hereby warrants that Grantor has full power and authority to grant this easement and has a good and indefeasible fee simple title to the above described easement premises, free and clear of all liens and encumbrances, except those of record which do not unreasonably interfere with the uses herein described, and agrees to forever defend the above described easements and rights unto Grantee, Grantee’s successors and assigns, against every person or entity lawfully claiming or to claim the easement property or any part of it, except as noted above.

This easement shall be binding on, and shall inure to the benefit of, the successors and assigns of the parties hereto. Where the term Grantor or Grantee is used herein, the term shall be deemed to include the successors and assigns of that party.

In addition to the easement, rights, and privileges conveyed in this instrument, Grantee shall have the right to use as much of the surface of the property of Grantor as may be reasonably necessary to construct and install within the right of way granted hereby the facilities contemplated by this grant and the right to remove all trees and/or brush or other obstructions that interfere with the use of the Easement. Upon the completion of the construction, installation, repair, maintenance, rebuilding, replacing, relocating, or removing of said electric and other current/future energy or communication lines, Grantee shall replace and restore the surface to the condition as near as possible to what it was in prior to said construction, maintenance, rebuilding, replacing, relocating, and/or removing of said electrical facilities.

Grantor also retains, reserves, and shall continue to enjoy use of the surface of the property for any and all purposes that do not interfere with or prevent the use by Grantee of the easements.

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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 August, 2018.

Notary Public, State of Ohio

Prepared by:
Randall T. Ullom
Law Director & City Prosecutor
City of Lancaster, Ohio
136 West Main Street
P.O. Box 1008
Lancaster, Ohio 43130

EXHIBIT "A"

CITY OF LANCASTER
2.08 ACRES
D.R.B. 344 PG. 484
PID: 0535803000

FW RENTALS, LLC
O.R. 1755 PG. 3611
2.0 ACRES
PID: 0535006200

EXHIBIT "A" PREPARED BY:
CENTRAL SURVEYING CO. LTD
7563 EAST MAIN ST.
RENNOLDSBURG OHIO 43068
614-864-1100

EASEMENT AREA CONTAINING
0.099± ACRES TOTAL
(EASEMENT LENGTH = 110')

PREGNANCY DECISION
HEALTH CENTERS
O.R. 1538 PG. 2182
1.0 ACRES
PID: 0535806100

POINT OF
BEGINNING

LANCASTER ESTATES, LTD.
D.B. 655 PG. 429
3.0 ACRES
PID: 0535008900

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.

LINE	BEARING	DISTANCE
L1	N 03°00'13" E	40.11'
L2	N 82°34'51" E	109.68'
L3	S 03°17'20" W	39.67'
L4	S 82°20'07" W	109.56'

SITUATE: IN THE STATE OF OHIO, COUNTY OF FAIRFIELD, CITY OF LANCASTER, SECTION 5, TOWNSHIP 14, RANGE 18, BEING PART OF LOT 27, AND BEING PART OF A 2.08 ACRE TRACT OF LAND CONVEYED TO CITY OF LANCASTER AS RECORDED IN DEED RECORD BOOK 344, PAGE 484. ALL REFERENCES CONTAINED HEREIN ARE TO FAIRFIELD COUNTY RECORDER'S RECORDS, LANCASTER, OHIO.

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

EASEMENT AREA

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



SCALE IN FEET
SCALE: 1 INCH = 20 FEET

OHIO POWER COMPANY
EASEMENT ACROSS THE LANDS OF
CITY OF LANCASTER
CONTAINING 0.099± ACRES

Drawn By: JF	Checked By: WW
Scale: 1"=20'	Date: 03/09/18
File Name: 09c20170818-EAS-CITYLANCASTER	Drawing Number: 2017-0919
Revision: 05/14/18	