

TEMPORARY ORDINANCE NO. 5-22

PERMANENT ORDINANCE NO. _____

AN ORDINANCE TO AUTHORIZE A SUPPLEMENTAL EASEMENT AND PARTIAL RELEASE OF EASEMENT AND TO DECLARE AN EMERGENCY

WHEREAS, pursuant to Permanent Ordinance 48-21, the City donated land to Fairfield County to be used for the Horns Mill Road Bridge Replacement and Roadway Improvement Project; and

WHEREAS, in order to realign American Electric Power (AEP) lines pursuant to the Horns Mill Road bridge and roadway reconfiguration the City and AEP have agreed to enter into a Supplemental Easement and Partial Release of Easement;

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

SECTION 1. That the Service-Safety Director is hereby authorized to enter into a Supplemental Easement and Partial Release of Easement with AEP to relocate AEP lines and infrastructure in and along City of Lancaster property on Horns Mill Road and to execute all documents necessary to complete said easement.

SECTION 2. The Supplemental Easement and Partial Release of Easement (Exhibit 1 – Easement/Release and Exhibit A – Plat) in the form presently on file with the Clerk of Council are hereby approved and authorized with changes therein not inconsistent with this Ordinance and not substantially adverse to the City and which have been tentatively approved by the Service-Safety Director. The Service-Safety Director for and in the name of the City, is hereby authorized to execute the Easement and documents in this matter, provided further that the approval of changes thereto by the Service-Safety Director, their character not being substantially adverse to the City, shall be evidenced conclusively by the execution thereof. This Council further authorizes the Service-Safety Director for and in the name of the City, to execute any amendments or changes to the final documents, which amendments are not inconsistent with this Ordinance and not substantially adverse to the City.

SECTION 3. That in the interest of public safety, the specific reason for this bridge replacement and roadway improvement, City Council does hereby declare an emergency so that this ordinance shall take effect and be in full force immediately.

Passed: _____ after _____ reading. Vote: Yeas _____ Nays _____

Date Approved: _____

President of Council

Clerk: _____

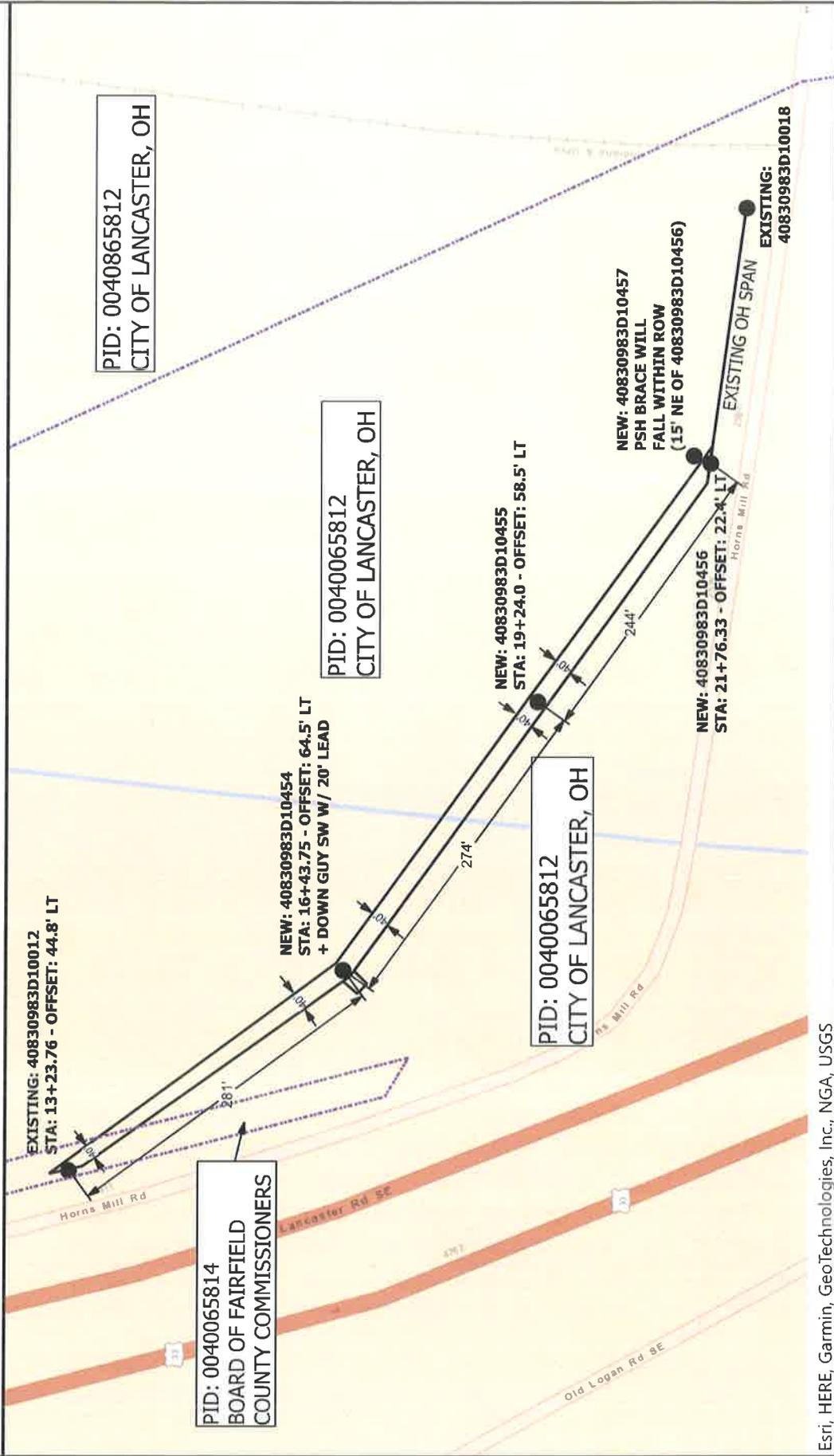
Mayor

Offered by: _____

Second by: _____

Requested by Public Works Committee

EXHIBIT "A"



Esri, HERE, Garmin, GeoTechnologies, Inc., NGA, USGS



063 - Lancaster

State: Ohio	WR# 78731437
County/Parrish: FAIRFIELD	SCALE: NTS
Township: BERNE	BER-26 FAI-CR 63-1.038
Drawn By: Shane Huffman	Date: 2/10/2022



**SUPPLEMENTAL EASEMENT
And
PARTIAL RELEASE OF EASEMENT**

THIS SUPPLEMENTAL EASEMENT AND PARTIAL RELEASE OF EASEMENT, made this _____ day of _____, 2022, by and between THE CITY OF LANCASTER, OHIO, A MUNICIPAL CORPORATION whose mailing address is 104 E Main Street, Room 107, Lancaster, Ohio 43130 (hereinafter called "Grantor", whether one or more) and Ohio Power Company, a unit of American Electric Power, an Ohio corporation, whose business address is 700 Morrison Road, Gahanna, Ohio 43230, (hereinafter called the "Company")

That for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which Grantor hereby acknowledges, the Grantor and the Company hereby agree to supplement and amend that certain Easement granted to The Ohio Power Company by The City of Lancaster, Ohio, a Municipal Corporation, and said easement being of record in Book 1322, Page 136, affecting that certain parcel of land situated in the State of Ohio, County of Fairfield, Berne Township, Section 28, Township 14, Range 18 (hereinafter referred to as the "Easement").

1. The Easement as initially recorded shall remain in full force and effect, but the terms and conditions are superceded and supplanted as follows:

Grantor grants and conveys with general warranty covenants to Grantee, its successors, assigns, lessees, licensees and tenants, a right of way and easement, "Easement" for electric and other current/future energy or communication purposes, overhead and underground, in, on, over, through and across across the following described lands situated in Berne Township, Fairfiled County, Ohio, and being part of Section No(s) 28 Township No(s) 14, Range No(s) 17. Being part of parcel # 0040065812 as described in Official Records Volume 619 Page 857 of the Fairfield County Recorder's Office.

Said lines and facilities shall be constructed within the limits of a being a 40 foot wide strip of land lying 20 feet on each side of the facilities as constructed. ("Electric Easement Area"). The approximate location of the Electric Easement Area is depicted on Exhibit "A" attached hereto and incorporated herein.

This Easement conveys all necessary and convenient rights for the Easement's use, including, without limitation, the rights to: construct, operate, maintain, inspect, protect, repair, replace, enlarge, upgrade, extend and remove utility facilities and relocate within the Easement, all

necessary and convenient facilities which include but are not limited to: poles, anchors, guys, supporting structures, conductors, conduits, enclosures, grounding systems, foundations, manholes, transformers, and associated equipment, adding thereto from time to time; perform grading or filling for such facilities; cut, trim, remove and/or otherwise control, with herbicides or by other means, at Grantee's option (without any liability to Grantor), any trees, limbs or branches, brush, shrubs, undergrowth, of whatever size, buildings, structures, or other obstructions that in Grantee's reasonable judgment endanger or interfere with the safety or use of its facilities, both within and adjoining the Easement. Within the Easement, Grantor shall not: place any structures, piles or debris, interfere with lateral support, change the level of the ground by excavation or mounding without Grantee's written consent, allow any construction that would be inconsistent with the National Electric Safety Code or Grantee's design standards, and, for underground lines, permit or cause any excavation, except for other utilities, provided such utilities rights do not conflict with this Easement. This Easement also conveys the right of ingress and egress in and over any reasonable routes at all times.

Grantor may use its property for all purposes not inconsistent with the full enjoyment of the Easement, but Grantor acknowledges high voltage electric lines will be constructed within the Easement and Grantor shall use its property consistent with all applicable safety rules and regulations for working near electric lines. Safety/required clearance issues may be referred to Grantee's Engineering Group. Grantee shall restore the premises or pay reasonable damages done to fences, drains, seeded lawns (not landscaping), gates, ditches and crops caused by Grantee's use of the Easement. Grantor has authority to grant this Easement. No delay or omission by Grantee in exercising any right hereunder shall operate as a waiver or forfeiture of such right. This Easement grant is effective and binding upon the parties, their successors, assigns, lessees, licensees, heirs and legal representatives, and if any term hereunder is held invalid, the remainder shall not be affected thereby

2. This Supplemental Easement is being granted for the purpose of authorizing Grantee to relocate an existing electric line (the "Line") at the request of a governmental authority to a new location as described in paragraph 1 hereof. Upon completion of the relocation of the Line along the new alignment, Grantee agrees that it will remove that part of its existing facilities and upon completion of the removal of Grantee's facilities, that part of the original easement as is vacated by Grantee shall be deemed to be abandoned and shall revert to Grantor.
3. This indenture shall be binding upon, and inure to the benefit of, Grantor and Company and their respective representatives, heirs, successors, assigns, lessees and licensees.

IN WITNESS WHEREOF the said Grantor has hereunto set _____ hand(s) this _____ day of _____ 2022

THE CITY OF LANCASTER, OHIO, A MUNICIPAL CORPORATION

GRANTOR

Print Name: _____

Title: _____

State of Ohio, County of _____, ss:

The foregoing instrument was acknowledged before me this _____ day of _____, 2022

by _____ [Name] _____ [Title of officer] on behalf of

THE CITY OF LANCASTER, OHIO, A MUNICIPAL CORPORATION.

NOTARY PUBLIC

(Sign Name)

(Print Name)

My commission expires _____, 20__.

I am a resident of _____ County.

GRANTEE - OHIO POWER COMPANY

By: _____
Daniel J. Hines

STATE OF OHIO
COUNTY OF FRANKLIN:

The foregoing instrument was acknowledged before me this _____ day of _____, 20__ by Daniel J Hines, GIS and Easement Services Supervisor, American Electric Power Service Corporation, as Authorized Signer for Ohio Power Company, an Ohio corporation, on behalf of the corporation.

Notary Public

(Print Name)

My commission expires _____, 20__.

I am a resident of _____ County, Ohio.

This instrument prepared by Ohio Power Company.

Address: Hornsmill Rd.

WR 78731437 WO 003496401