

TEMPORARY ORDINANCE NO. 19-23

PERMANENT ORDINANCE NO. _____

AN ORDINANCE TO ENTER INTO A PERMANENT UTILITY EASEMENT AND RIGHT-OF-WAY WITH OHIO POWER COMPANY, A UNIT OF AMERICAN ELECTRIC POWER, FOR THE RELOCATION OF FACILITIES NECESSARY FOR THE CONSTRUCTION OF THE NEW TRANSFER STATION, AND TO DECLARE AN EMERGENCY

WHEREAS, the City of Lancaster Sanitation Department is preparing to construct the Sanitation Transfer Station Replacement Project as previously approved by City Council in Permanent Resolution 54-23; and

WHEREAS, Ohio Power Company, a unit of American Electric Power ("AEP"), recently notified the Sanitation Department that it will need a permanent utility easement and right of way in order to install new utility facilities on the City's property to serve this project; and

WHEREAS, the easement, and construction drawings necessary to convey this property right to AEP, are attached hereto as Exhibit 1; now, therefore,

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

SECTION 1. That the Mayor is hereby authorized to enter into a Permanent Utility Easement and Right-of-Way Agreement with Ohio Power Company/AEP to allow for the installation of new utility facilities necessary for the construction of the Sanitation Transfer Station Replacement Project and to execute all documents necessary to complete said transaction.

SECTION 2. The easement and right-of-way and ancillary documents identified as Exhibit 1 attached hereto are hereby approved and authorized with changes therein not inconsistent with this ordinance and not substantially adverse to the City at the Mayor's discretion.

SECTION 3. This ordinance is declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety, and welfare of the Municipality and its inhabitants, and for the further reason that this new infrastructure is crucial to accommodate the construction of the Sanitation Transfer Station Replacement Project; wherefore, this ordinance shall be in full force and effect immediately upon its passage and approval by the Mayor.

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

Approved: _____

Clerk: _____

President of Council

Mayor

Offered by: _____

Second by: _____

Requested by Service Committee

I, Teresa Lee Sandy, Clerk of Council do hereby certify that on _____, 2023 in the Lancaster Eagle Gazette published the summary of this ordinance in accordance with Ohio Revised Code 731.24.

Clerk of Council



Eas. _____



Easement & Right of Way

THE CITY OF LANCASTER, a Municipal Corporation in the State of Ohio, "Grantor(s)", in consideration of \$1.00, the easement terms, and other good and valuable consideration from Ohio Power Company an Ohio corporation and a unit of American Electric Power, 700 Morrison Road, Gahanna, OH 43230, "Grantee", the receipt and sufficiency of which is acknowledged, 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 the following described lands situated in the City of Lancaster, BERNE Township, FAIRFIELD County, Ohio, and being part of Section No(s) 8 Township No(s) 14, Range No(s) 18. Being part of a 3.48 acre tract of land as described in Official Records Volume 1749 Page 2500 of the Fairfield County Recorder's Office (Parcel # 0545238510).

The easement shall be 40 feet wide, lying 20 feet on each side of the facilities as constructed. The approximate location of said easement 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. If any governmental authority requires Grantee to relocate the facilities contemplated by this grant, this

Easement conveys the right to relocate such facilities to a comparable location of Grantee's choosing, without the need for a new easement.

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 in a manner 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.

WITNESS, Grantor(s) signed this Easement on the ____ day of _____, 20 ____.

THE CITY OF LANCASTER, a Municipal Corporation in the State of Ohio

By: _____

Print Name: _____

Title: _____

STATE OF OHIO, }

COUNTY OF _____ }

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____ [Name of Partner or Agent] _____ [Title of Partner or Agent] on behalf of **THE CITY OF LANCASTER, a Municipal Corporation in the State of Ohio**

Notary Public

My Commission Expires _____

Easement prepared by Ohio Power Company BMC

CALL BEFORE YOU DIG !!! Address 743 S. Ewing St. Dwg. No. 85721960 W0 W003603501

0535815500 "EXHIBIT A"

215' +/-

40'

0545238510
CITY OF LANCASTER
771 S EWING ST

0545238900

0545238500

SEWING ST



OHIO POWER COMPANY

DRAWN BY: ROBERT HARDMAN

COUNTY: FAIRFIELD

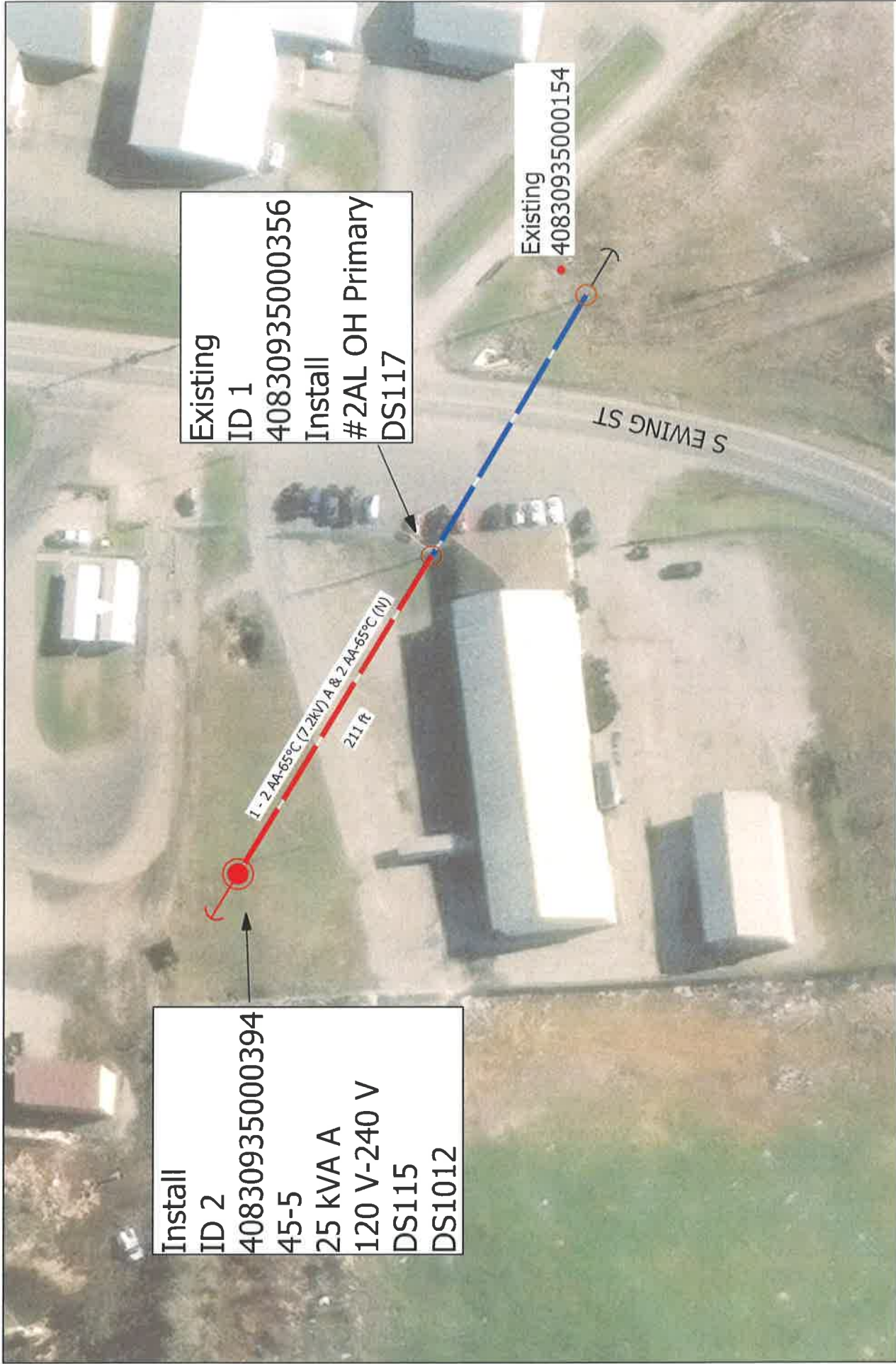
WR# 85721960

CITY: LANCASTER

DATE: 8-15-2023

STATE: OHIO

SCALE: NTS



Maxar, Microsoft

Project Details:

Drawing Name: CITY OF LANCASTER - 743 S EWING ST, LANCASTER	WR#: 85721960
Station/Circuit: 4042-02	WO#: DOP0379337
City: LANCASTER State: Ohio	IFR Date:
County: FAIRFIELD	IFC Date:
Township:	Quad: 4083
District: 063 - Lancaster	Designer: Robert Hardman
	Phone/Email: 740-416-1947 / RTHARDMAN@AEP.COM
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