

Sponsor: Aldrich / Elliott

ORDINANCE NO. 30-18

AN ORDINANCE AUTHORIZING THE MAYOR TO GRANT AN EASEMENT TO THE OHIO POWER COMPANY, A DIVISION OF AEP, ACROSS PROPERTY OWNED BY THE CITY OF JACKSON FOR PAYMENT TO THE CITY OF \$1,880.00, 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 in furtherance of the City's electric utility projects; and

WHEREAS, the Ohio Power Company has agreed to pay to the City of Jackson the total sum of \$1,880.00 for the easement as attached hereto as Exhibit A; 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. 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 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 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 25th day of June, 2018.

E. V. Brown
President of Council

ATTEST:

Sherry Barr
Clerk of the Legislative Authority

Approved this 25th day of June, 2018.

Randy Hunter
Mayor

Line Name: Heppner Switch - Lick
Easement No. 29
Line No. TLN380:OH157

Line Name: Coalton - Lick
Easement No. 20518
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, 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 Bertha M. Kleffner, unmarried, Edward H. Olendorf and Mary L. Olendorf, his wife by Bertha M. Kleffner Power of Attorney and Columbus and Southern Ohio Electric Company, a predecessor in title to AEP, dated 1/23/1952 and recorded in Deed Book 146 Page 566, (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 County of Jackson, State of Ohio, being all a tract of land known as being 9.45 acres, and part of the right-of-way between RA Junction and West Junction, Ohio on the Renick Subdivision; and being more particularly described in Quitclaim, recorded 4/3/1987, in Book 263, Page 907, in the Jackson County Recorder's Office, (Parcel No. H140070006902)], 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").

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.

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

GRANTOR

City of Jackson

Print Name, Its Authorized Signer

STATE OF)

COUNTY OF) SS:

This Instrument was acknowledged before me on the _____ day of _____, 2018, _____ as _____ on behalf of City of Jackson.

Notary Public

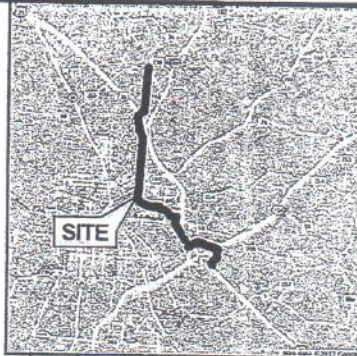
Notary Public (Print/Type Name)

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.

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S52°18'51"E	50.00'
L2	S37°41'09"W	211.65'
L3	N10°04'09"E	107.86'
L4	N37°41'09"E	116.08'

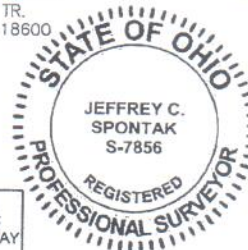
EXHIBIT "A"



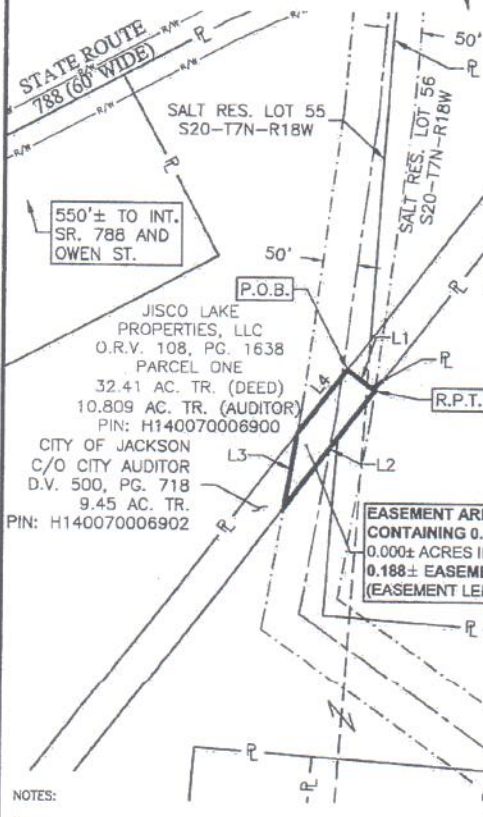
VICINITY MAP (NTS)

KARIN O'CONNOR
O.R.V. 124, PG. 68
CASE NO. 2015-ES-0018
2.92 AC. TR.
PIN: H120040004900

BF NLA LLC, A DELAWARE
LIMITED LIABILITY COMPANY
O.R.V. 125, PG. 2052
13.359 AC. TR.
PIN: H140010118600



BF NLA LLC, A DELAWARE
LIMITED LIABILITY COMPANY
O.R.V. 125, PG. 2052
12.433 AC. TR.
PIN: H140070003100



EASEMENT AREA
CONTAINING 0.188± TOTAL ACRES:
0.000± ACRES IN ROAD RIGHT-OF-WAY
0.188± EASEMENT NET ACRES
(EASEMENT LENGTH = 103.2±)

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 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 OHIO STATE PLANE COORDINATE SYSTEM, SOUTH ZONE (NAD 83)

LEGEND

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



929 Eastwind Drive,
Suite 201
Westerville, Ohio 43081
Ofc: 614.899.0079
email: info@saminc.biz

SAM PROJ. #: 412668

GRAPHIC SCALE

LINE NAME: HEPPNER SW. - LICK
LINE NUMBER: TLN390-OH157
EASEMENT NO: 29
SUPPLEMENT TO ORIG. ESMT. NO. 20518 (KLEFNER)

OHIO POWER COMPANY

EASEMENT ACROSS THE LANDS OF
CITY OF JACKSON
CONTAINING 0.188± ACRES

SITUATED IN THE STATE OF OHIO, COUNTY OF JACKSON, TOWNSHIP OF LICK,
LOCATED IN SCIOTO SALT RESERVE LOT NOS. 55 AND 56, SECTION 20, T-7N,
R-18W

SCALE: 1"=200' DATE: 4/2/2018 FILE: H140070006902 SHEET: 1 OF 1

Line Name: Heppner Switch - Lick
Line No.: TLN380:OH157 Easement No.: 29
Parcel(s): H140070006902

EASEMENT PAYMENT SCHEDULE

THE UNDERSIGNED:

GRANTOR: City of Jackson

ADDRESS: 145 Broadway, 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 <i>188</i> acres +/- @ \$ <i>10,000</i> /ac =	\$ <i>1880</i>	\$
State of Ohio, Jackson County	\$	\$
	\$	\$
	\$	\$ <i>0</i>
Pre-Construction Cost Description:		
	\$	\$
	\$	\$
Sub-Totals	\$ <i>1880</i>	\$
Total Consideration includes Initial Consideration Paid		\$ <i>1880</i>

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

Ohio Power Company

By: _____

Field Agent:

GRANTOR

City of Jackson

By: _____

Print Name; Its Authorized Signer

Attach Required W-9