

# RECORD OF ORDINANCES

Ordinance No. 03-18-2024 Passed 3-19-, 20 24

**AN ORDINANCE AUTHORIZING THE DIRECTOR OF PUBLIC SERVICE TO EXECUTE A RIGHT-OF-WAY EASEMENT TO AMERICAN ELECTRIC POWER COMPANY GRANTING IT THE RIGHT TO INSTALL AND MAINTAIN ELECTRICAL TRANSMISSION LINES ACROSS LANDS OWNED BY THE CITY OF CIRCLEVILLE AND USED AS PART OF THE CARGILL OFFICES AND DECLARING AN EMERGENCY.**

**WHEREAS**, in order to provide electric service to a part of the Cargill Offices consisting of 0.740 acre tract in Yamarick Township, Pickaway County, Ohio, American Electric Power is in need of a right-of-way easement; and

**WHEREAS**, the easement requested by American Electric Power will not interfere with the operations of the Cargill Offices or its existing facility; and

**WHEREAS**, the granting of this easement will not be detrimental to the citizens of the City of Circleville and ought to be granted.

**NOW, THEREFORE, BE IT ORDAINED** by the Council of the City of Circleville, County of Pickaway, State of Ohio, as follows:

**SECTION I:** That the Director of Public Service is hereby authorized to execute a permanent right-of-way easement being 10 feet wide, lying 5 feet on each side of the proposed power line being constructed by AEP for the new Cargill Offices on a 0.740 acre tract in Yamarick Township, Pickaway County, Ohio and more fully described in Deed Volume 244 Page 524 of the Pickaway County Recorder's Office, the location of said easement being more fully described in the Exhibit "A" attached hereto and incorporated herein by reference granting to American Electric Power Company the right to install and maintain electric transmission lines across said lands of the City of Circleville.

**SECTION II:** That this ordinance is hereby declared to be an emergency measure necessary for the preservation of the health, safety and welfare of the citizens of the City of Circleville, such emergency arising out of the immediate need to grant this easement so as not to delay the installation of the proposed electric transmission lines, so that this ordinance shall take effect and be in force immediately after its passage and approval by the mayor.

PASSED: 3-19-24  
DATE

Bryan D. Kelle  
PRESIDENT OF COUNCIL

ATTEST: Linda M. Chay  
CLERK OF COUNCIL

APPROVED: 3-19-24  
DATE

Whitney Y. Blanton  
MAYOR

APPROVED AS FORM:  
[Signature]  
KENDRA C. KINNEY - LAW DIRECTOR

Eas. \_\_\_\_\_



### Easement & Right of Way

The City of Circleville, Circleville, Ohio 43113, "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 City of Circleville, Yamarick Township, Pickaway County, Ohio, and being part of Section No(s)19 Township No(s)11, Range No(s)21. Being part of a .740 acre tract of land as described in Deed Records Volume 244 Page 524 of the Pickaway County Recorder's Office (Parcel # A0508000029.00). Part of Track 3 parcel 1 & 2, Track 4 parcel 1 of Ankrom's Inc.

The easement shall be 10 feet wide, lying 5 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 Circleville

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 Circleville [Name of principal].

\_\_\_\_\_  
Notary Public  
My Commission Expires \_\_\_\_\_

Easement prepared by Ohio Power Company ag/JBP

CALL BEFORE YOU DIG !!! Address 325 W. Main Street Dwg. No. 86103750 W003603501

# "EXHIBIT A"



W MAIN ST

CITY OF CIRCLEVILLE  
PARCEL ID: A0530800002900

AUTOZONE INC  
PARCEL ID: A0530800000300

CARGILL INCORPORATED  
PARCEL ID: A0530800001900

EXISTING POLE  
1872864583658

W MOUND ST



DRAWN BY: ASHLEY GROW

COUNTY: ROSS

WR#: 86103750

CITY/TWP: CIRCLEVILLE

DATE: 10/16/2023

OHIO POWER COMPANY

STATE: OHIO

SCALE: NTS