

RECORD OF ORDINANCES

Ordinance No. 04-26-2024 Passed 4-16, 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 VALVOLINE OIL CHANGE.**

**WHEREAS**, in order to provide electric service to Valvoline Oil Change consisting of 0.203 acre tract in the City of Circleville, 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 Valvoline Oil Change; 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 20 feet wide, lying 10 feet on each side of the facilities being constructed by Valvoline Oil Change on a 0.203 acre tract in the City of Circleville, Pickaway County, Ohio and more fully described in OR Volume 698 Pages 1723-1732 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 shall take effect and be in force from and after the earliest period permitted by law.

PASSED: 4-16-2024  
DATE

Baumgardner  
PRESIDENT OF COUNCIL

ATTEST: [Signature]  
CLERK OF COUNCIL

APPROVED: 4-16-2024  
DATE

[Signature]  
MAYOR

APPROVED AS FORM:

[Signature]

KENDRA C. KINNEY - LAW DIRECTOR



## Easement & Right of Way

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

**CITY OF CIRCLEVILLE**, "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, PICKAWAY County, Ohio, and being part of SW ¼ of Section 30, Township 11 North, Range 21 West, Congress Lands of 1795-1802**. Being part of a **0.203** more or less acre tract of land as described in **OR Volume 698 Page 1723-1732** of the **PICKAWAY** County Recorder's Office (**Parcel # A05-4-109-00-018.02**).

The easement shall be **20 feet wide, lying 10 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 \_\_\_\_\_, 2024.

**CITY OF CIRCLEVILLE**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF OHIO, }

COUNTY OF \_\_\_\_\_ }

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by \_\_\_\_\_ (Name of Partner or Agent) \_\_\_\_\_ (Title of Partner or Agent), on behalf of **CITY OF CIRCLEVILLE**.

\_\_\_\_\_  
Notary Public Signature

\_\_\_\_\_  
Notary Public Name Printed

My Commission Expires \_\_\_\_\_

Easement prepared by Ohio Power Company **CSTAMPER** / ag (NEW VALVOLINE OIL CHANGE SITE)

*CALL BEFORE YOU DIG !!!* Address 1260 S. Court St. Circleville  
Dwg. No. 86143264 W0 003733901

# "EXHIBIT A"



EXISTING POLE  
1872660578739

COURT ST

CITY OF CIRCLEVILLE  
PARCEL ID: A0541090001802  
20' UG ROW

SOUTHERN OHIO DEVELOPMENT GROUP LLC  
PARCEL ID: A0541090001800  
20' UG ROW

203'

20'



DRAWN BY: ASHLEY GROW

COUNTY: PICKAWAY

WR#: 86143264

CITY/TWP: CIRCLEVILLE

DATE: 2/12/24

STATE: OHIO

SCALE: NTS

OHIO POWER COMPANY