

ORDINANCE 2022-12

AN ORDINANCE AUTHORIZING THE VILLAGE ADMINISTRATOR TO ENTER INTO AN ELECTRIC LINE-RIGHT OF WAY EASEMENT AGREEMENT WITH SOUTH CENTRAL POWER COMPANY OVER A 2.709 ACRE PARCEL OF PROPERTY OWNED BY THE VILLAGE OF COMMERCIAL POINT, DECLARING THE EASEMENT NOT NEEDED FOR MUNICIPAL PURPOSES, AND DECLARING AN EMERGENCY.

WHEREAS, the Village of Commercial Point is authorized to grant easements pursuant to Ohio Revised Code Section 723.121, provided the Village Council determines that the grant of such easement or easements is not needed by the Village of Commercial Point for the purposes described in the grant of easement; and

WHEREAS, South Central Power Company ("South Central") has requested the Village of Commercial Point grant it an easement for the installation and maintenance, among other things, of an electric utility line easement to be installed over a 2.709-acre parcel of property currently owned by the Village of Commercial Point;

WHEREAS, the Village of Commercial Point has no use for the electric line easement as more particularly described in the Electric Line-Right of Way Easement Agreement, attached as Exhibit A hereto; and

WHEREAS, South Central and the Village wish to enter into said Electric Line-Right of Way Easement Agreement.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE VILLAGE OF COMMERCIAL POINT, PICKAWAY COUNTY OHIO THAT:

SECTION 1. Authorization to Enter into Electric Line-Right of Way Easement Agreement. The Village Administrator is hereby authorized to enter into the Electric Line-Right of Way Easement Agreement on substantially the same terms as the Agreement attached as Exhibit A hereto and incorporated herein by reference.

SECTION 2. Determination that Easement is Not Needed by the Village of Commercial Point. The Village Council hereby determines that the easement described in the Electric Line-Right of Way Easement Agreement (Exhibit A) is not needed by the Village of Commercial Point for any of the purposes described in said Agreement.

SECTION 3. Execution and Recording of Electric Line-Right of Way Easement Agreement. The Mayor, Village Administrator, Village Solicitor, and Village Fiscal Officer, and all other necessary Village staff and officials are hereby authorized to take all necessary actions to execute the Electric Line-Right of Way Easement Agreement described in Section 1 of this Ordinance, including, but not limited to, all actions necessary to record the Agreement with the Pickaway County Recorder's Office.

SECTION 4. Open Meetings Certification. It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council and that all deliberations of this Council and of any other committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

SECTION 5. Declaration of Emergency and Effective Date. Because South Central requires an easement to install electric utility lines on Village property in order to service the new fire department for Scioto Township, this Ordinance is hereby declared to be an emergency measure necessary to the immediate preservation of the public peace, health, and safety in the Village of Commercial Point and shall, therefore, take immediate effect upon passage.

Vote on Suspension of the Readings:

Motion by: Tracy Joiner

2nd: Jason West

Roll Call:

Yes Nancy Geiger

Yes Tracy Joiner

Yes Jason West

Yes Ross Crego

Yes Ryan Mitchem

N/A Laura Wolfe

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Vote on Passage of the Ordinance:

Motion by: Tracy Joiner

2nd: Ryan Mitchem

Roll Call:

Yes Nancy Geiger

Yes Tracy Joiner

Yes Jason West

Yes Ross Crego

Yes Ryan Mitchem

N/A Laura Wolfe

Adopted this 4th day of April, 2022.


Allan D. Goldhardt, Mayor


Wendy Hastings, Fiscal Officer

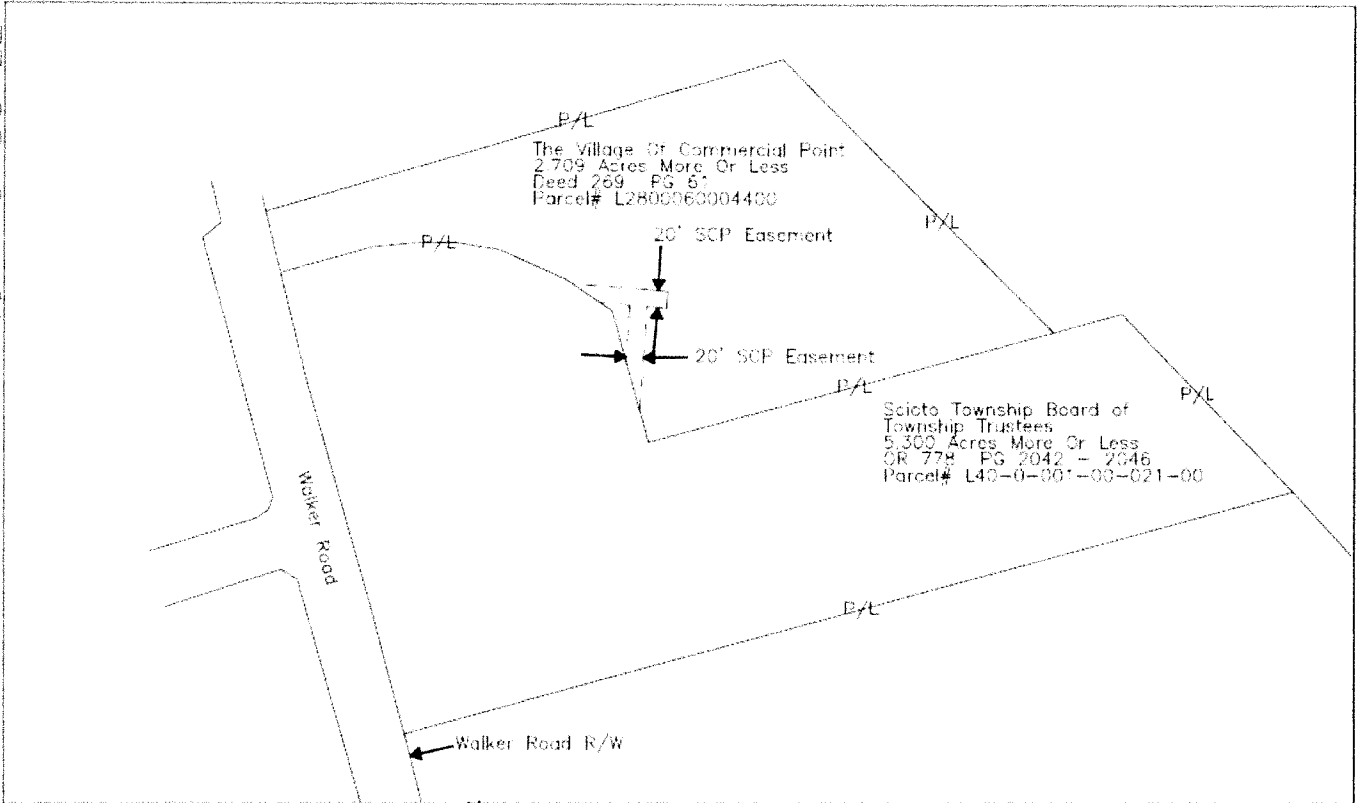
Approved as to Form:


Joshua Cartee, Village Solicitor

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Exhibit A

EXHIBIT "A"
NOT TO SCALE



WO# 215490

ORDINANCE 2022-12
Exhibit A (continued)

ELECTRIC LINE -- RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that the undersigned Property Owners ("Grantor", whether one or more), for a good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant to SOUTH CENTRAL POWER COMPANY, an Ohio corporation (hereinafter called "South Central" or "Grantee") whose address is 720 Mill Park Drive, Lancaster, OH 43130 and to its successors and assigns, the right, privilege and easement to enter upon and use for the purposes set forth herein, the lands and property of the undersigned, situated in the Township of: Scioto (Village of Commercial Point)
County of: Pickaway
State of Ohio, and more particularly described as follows (the "Grantor Property"):

Property Owners: The Village of Commercial Point

Property Address: Walker Rd

Map Location: 156-015-1024

Work Order #: 215490-02

Containing: 2.709 Acres more or less

Parcel No: L2800060004400

Recorded In-Deed Vol: 269

OR Volume:

Page: 61

Recorded in Instrument No:

Vms No: 6541

Section:

Township No:

Range:

Initials: CS

Easement width shall be 20 feet, 10 feet each side of South Central Power Company's existing and new overhead electric lines and facilities as constructed. The approximate location of said easement is depicted on the Exhibit "A" drawing attached hereto and incorporated herein.

Grantor further grants to Grantee the following rights: The right to construct, reconstruct, re-phase, relocate, install, inspect, upgrade, repair, extend, operate and maintain on, over, across, under, and through said lands and property and or all streets, roads or highways abutting said land and property, electric transmission and or distribution lines or systems, to make such excavations as may be reasonably necessary to carry out the foregoing acts in respect to any underground lines or systems, to cut, trim, remove and control growth to trees, shrubbery, and vegetation within such right-of-way and any dead weak, leaning or danger trees outside of the right-of-way that may strike the lines or system in falling, by chemical means, machinery or otherwise vegetation that may interfere with or threaten to endanger the operation and maintenance of said lines or systems, together with the right at all times to enter upon the Grantor Property for the purpose of inspecting said lines or systems, making repairs, renewals, alterations and extensions thereon, thereunder, thereto and therefrom; also the right of ingress and egress over the property of the undersigned to and from said lines or systems. No tree or trees shall be planted, grown or permitted to grow in such right-of-way, and no other vegetation shall be planted, grown or permitted to grow in such right-of-way that may interfere with Grantee's use and enjoyment; to license, permit or otherwise agree to the joint use or occupancy of the lines or systems by any other person, association or corporation for electrification, telephone or other utility purposes; with the right to assign this easement in whole in part.

No improvement, structure or building shall be built or placed within the easement area, or the level of the ground be changed by excavation or mounding without written consent of the Grantee. Grantee can remove, without compensation to the Grantor, trees, vegetation, improvements, structures or other obstructions within the right-of-way that, in the Grantee's judgment, may interfere with Grantee's use and enjoyment of such right-of-way and easement or the operation and maintenance of such poles, lines or systems, or that may be a safety hazard. South Central shall restore and repair the property owned by the Grantor to the approximate same condition following the completion of any work undertaken in the easement area.

To the extent that South Central is the holder of any existing easement or right-of-way affecting all or any portion of the Grantor Property (the "Existing Easement Rights"), such Existing Easement Rights shall not be superseded, diminished, or otherwise adversely affected or modified by this Easement, except as may be specifically modified by South Central in this Easement.

This instrument prepared by: South Central Power Co., 720 Mill Park Drive, Lancaster, OH 43130.
Approved as to form by BakerHostetler, LLP, 200 Civic Center Dr., Suite 1200, Columbus, OH 43215

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Exhibit A (continued)

The undersigned agrees that all poles, wires and other facilities including any equipment installed on, over, across, under, or through the Grantor Property shall remain the property of South Central, removable at its option, upon termination of service to said lands or property or otherwise. It is covenanted by the undersigned that the undersigned is the owner of the Grantor Property and that said lands and property are free and clear of encumbrances and liens of whatsoever character except such matters that will not interfere with South Central's rights and interests under this easement and the lien of current taxes not yet due and payable.

Owner: The Village of Commercial Point

BY: _____

Printed Name: _____

Title: _____

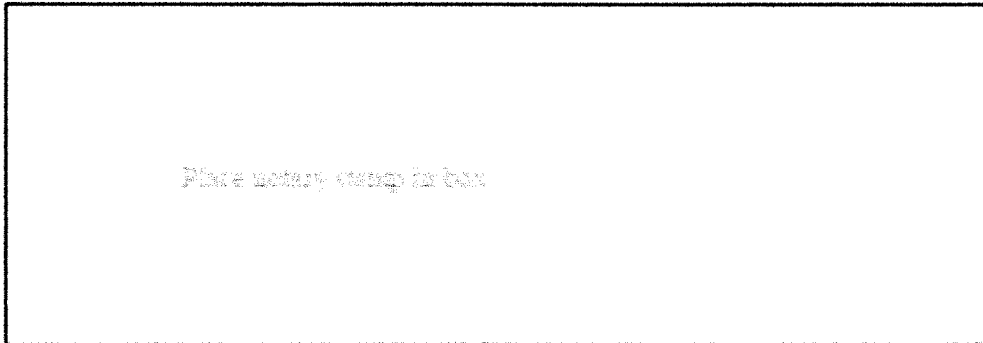
State of Ohio, County of: _____

BE IT REMEMBERED, that on this _____ day of _____, 20____
before me, the subscriber, a Notary Public in and for said County, personally came the above named
The Village of Commercial Point

in the foregoing easement and acknowledged the signing of the same to be a / their voluntary act and deed,
for the uses and purposes therein mentioned.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day
and year last aforesaid.

.....
Notary Public



This instrument prepared by: South Central Power Co., 720 Mill Park Drive, Lancaster, OH 43130.
Approved as to form by BakerHostetler, LLP, 200 Civic Center Dr., Suite 1200, Columbus, OH 43215