

RESOLUTION NO. CR-83-00

A RESOLUTION TO GRANT AN EASEMENT TO THE COLUMBUS SOUTHERN POWER COMPANY dba AEP LOCATED WEST OF MARLANE DRIVE AND SOUTH OF BROWN RUN

WHEREAS, the City of Grove City owns a parcel on Marlane Drive; and

WHEREAS, a portion of this parcel is needed for electric power to service the area; and

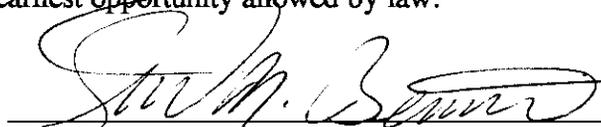
WHEREAS, it has been requested that the City grant an easement for a portion of ground and for access to the said portion.

NOW, THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GROVE CITY, STATE OF OHIO, THAT:

SECTION 1. There is hereby granted an Easement to The Columbus Southern Power Company, dba AEP, as shown on the attached Exhibit "A".

SECTION 2. The City Administrator is hereby authorized to sign the necessary documents for the granting of said easements, as prepared by the City Attorney.

SECTION 3. This resolution shall take effect at the earliest opportunity allowed by law.


Steven M. Bennett, President of Council

Passed: 12-04-00
Effective: 12-04-00


Cheryl L. Grossman, Mayor

Attest:


Tami K. Kelly, CMC/AAE, Clerk of Council

I Certify that this resolution is correct as to form.

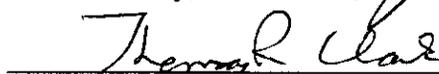
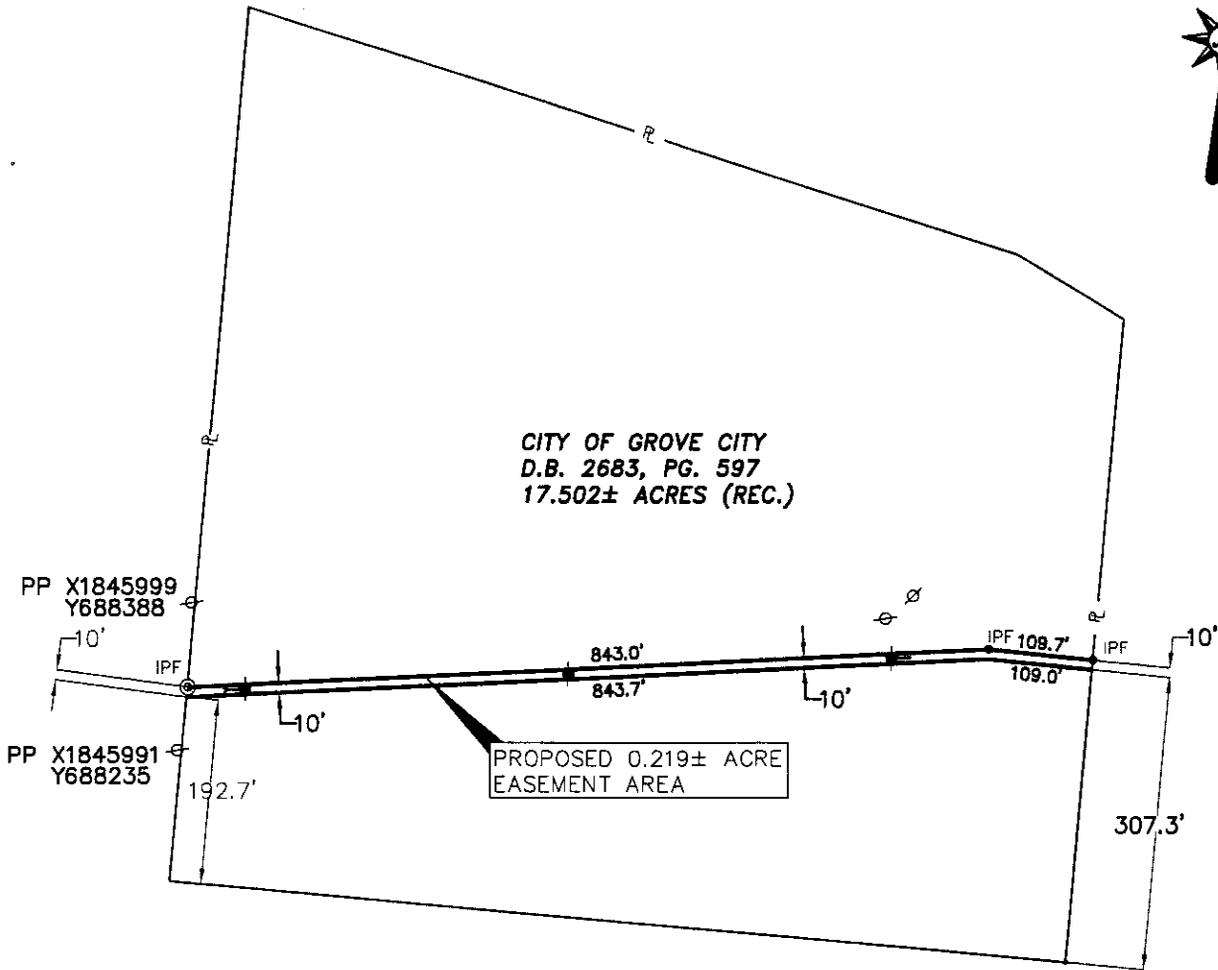

Thomas R. Clark, Director of Law

EXHIBIT "A"
CL-83-00



Central Surveying Co., Ltd.
7563 East Main Street
Reynoldsburg, Ohio 43068

COLUMBUS SOUTHERN POWER
PROPOSED 0.219± ACRE EASEMENT AREA

Drawn By: WW	Checked By:
Scale: 1"=100'	09/21/00
File Name:	Drawing Number:
Revisions:	2000 09 04

SITUATED IN THE STATE OF OHIO, COUNTY OF FRANKLIN, CITY OF GROVE CITY, BEING PART OF V.M.S. SURVEY 6843, AND BEING PART OF THE SAME LANDS CONVEYED TO THE CITY OF GROVE CITY AS RECORDED IN D.V. 2683, PG. 597 OF THE FRANKLIN COUNTY RECORDER'S RECORDS; ALSO BEING A 10' WIDE STRIP OF LAND FOR ELECTRIC UTILITY EASEMENT PURPOSES AS DETAILED HEREIN.



AEP America's Energy Partner

Easement ~~Right of Way~~

Eas. _____

CR-83-00

The City of Grove City, Ohio, a Municipal Corporation _____, "Grantor(s)" in consideration of \$1.00, the easement terms, and other good and valuable consideration from Columbus Southern Power Company, an Ohio corporation, 700 Morrison Rd., Gahanna, OH 43230-6642, "Grantee" the receipt and sufficiency of which is acknowledged, grants and conveys with general warranty covenants to Grantee, a ^{non-exclusive} ~~right of way~~ ^{right of way and} easement, "Easement", for electric, other energy or communication purposes for current/future uses, overhead and underground, in, on, over, through and across the following described lands situated in City of Grove City, Franklin County, Ohio, and being part of Section No(s). _____ Township No(s). _____ and Range No(s). _____ Being 17.502 acres Survey VMS 8231 & 6843, in Deed/Official Record Volume(s) Deed Book 2682, Page(s) 597 of the Franklin County Recorder's Office:

Said lines shall be constructed within the limits of a ten (10) foot wide strip of land. The centerline being the overhead cable, poles and anchors as installed. The approximate location of which is shown on the attached drawing marked Exhibit "A" and made a part hereof.

The Easement conveys all necessary and convenient rights for the Easement's use, including, without limitation, the rights to: construct, operate, maintain, inspect, protect, replace, enlarge, upgrade, relocate within the Easement, extend or remove utility facilities, with poles, anchors, guys, supporting structures, conductors, conduits, service pedestals, grounding systems, foundations, manholes, devices and associated equipment as it may deem appropriate, adding thereto from time to time; perform grading or filling for such facilities; cut, trim, remove and/or otherwise control, at Grantee's option, without any liability to Grantor, any trees, overhanging limbs or branches, brush, shrubs, undergrowth, of whatever size, (including those that are dead, diseased, weak, or leaning), buildings, structures, or other obstructions that in Grantee's reasonable judgment endangers or will endanger the safety of, interfere with or encroach upon the use of its facilities, both within and adjoining the Easement. Within the Easement, Grantor shall not: place any buildings, structures, pile or debris, interfere with lateral support, construct any swimming pool, 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 Grantor to relocate the facilities contemplated by this grant, this Easement conveys the right to relocate such facilities to a comparable location.

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 conduct construction/maintenance activities on its property 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 and if Grantor initiates any construction or building activities on its property, always call the applicable utility protection service before the activity begins. 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 respective successors, assigns, lessees, licensees, heirs and legal representatives, and if any term hereunder is held invalid, the remainder shall not be affected thereby. Easement attachments, if any, are incorporated herein by this reference.

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

Signed and Acknowledged in the Presence of:

The City of Grove City, a municipal corporation

Print Name: _____

By: _____
Print Name: _____

Print Name: _____

Title: _____
~~Print Name: _____~~

Print Name: _____

Print Name: _____

Print Name: _____

Print Name: _____

CALL BEFORE YOU DIG !!!