Frost Brown Todd LLC
ATTORNEYS

# MEMORANDUM

To: Dublin City Council
Marsha I. Grigsby, City Manager

From: Stephen J. Smith
Philip K. Hartmann

Date: March 20, 2014

Re: Ordinance 18-14 – The City's Donation of an Easement to AEP

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## I. INTRODUCTION

The City of Dublin (the "City") is finishing the construction of Coffman and Brand Road roundabout (the "Project"). AEP is doing some utility relocation as part of the Project.

## II. BACKGROUND

The City has requested AEP to relocate a push pole as part of the Project because the current location is very close to the roadway. The City and AEP have agreed upon a relocation area for this push pole on a 6.021 acre parcel of property owned by the City at the corner of Brand Road and Brandonway Drive. The City desires to donate and dedicate a ten (10') by fifteen (15') foot easement described in attached Exhibit "A" to AEP for the relocate of this push pole.

## RECOMMENDATION

Staff recommends approval of Ordinance No. 18 -14 at the second reading/public hearing on April 14 as the donation of the easement to AEP can be completed as part of the utility relocation on the Coffman and Brand Road roundabout project.

# RECORD OF ORDINANCES

Dayton Legal Blank, Inc. Form No. 30043

*Ordinance No.* 18-14 *Passed* _____, 20____

**AN ORDINANCE AUTHORIZING THE CITY MANAGER TO EXECUTE A UTILITY EASEMENT GRANTING AMERICAN ELECTRIC POWER A TEN (10) BY FIFTEEN (15) FEET EASEMENT ON PROPERTY OWNED BY THE CITY OF DUBLIN AT THE NORTHEAST CORNER OF BRAND ROAD AND BRANDONWAY DRIVE**

**WHEREAS,** the City of Dublin (the "City") owns 6.021 acres of property at the corner of Brand Road and Brandonway Drive; and

**WHEREAS,** the City is in the process of finalizing the construction of the Coffman and Brand Road roundabout (the "Project"); and

**WHEREAS,** AEP has a push pole located very close to Brand Road; and

**WHEREAS,** the City has requested that AEP relocate this push pole as part of the Project; and

**WHEREAS,** the City desires to donate and dedicate the property described in the easement attached hereto as Exhibit "A" to AEP for the relocation of this push pole.

**NOW, THEREFORE, BE IT ORDAINED** by the Council of the City of Dublin, State of Ohio, _____ of the elected members concurring that:

Section 1. The City Manager is hereby authorized to execute the attached easement in favor of AEP.

Section 2. This Ordinance shall take effect and be in force on the earliest date permitted by law.

Passed this _____day of _____, 2014.

_____
Mayor - Presiding Officer

ATTEST:

_____
Clerk of Council

Eas._____

**Easement & Right of Way**

Village of Dublin, Ohio, "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, 850 Tech Center Drive, Gahanna, OH 43230-6605, "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 in, on, over, through and across the following described lands situated in Washington Township, Franklin County, Ohio. As described in ORV 9587, page D15 of the Franklin County Recorder's Office (Parcel # 273-003197). Being both Reserve "A" and Reserve "B" of Brandon, Section 1, Phase 1 as shown of record in Plat Book 64, page 64, Recroders Office, Franklin County, Ohio.

The easement shall be a ten (10) foot by fifteen (15) foot strip of land for the installation of a pole anchor(s) as constructed on the above described property. 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: guy wires, anchors, stubs, brace poles and associated equipment; 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 endangers or will 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. 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. 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___.

Village of Dublin, Ohio

By: _____

_____
Print Name

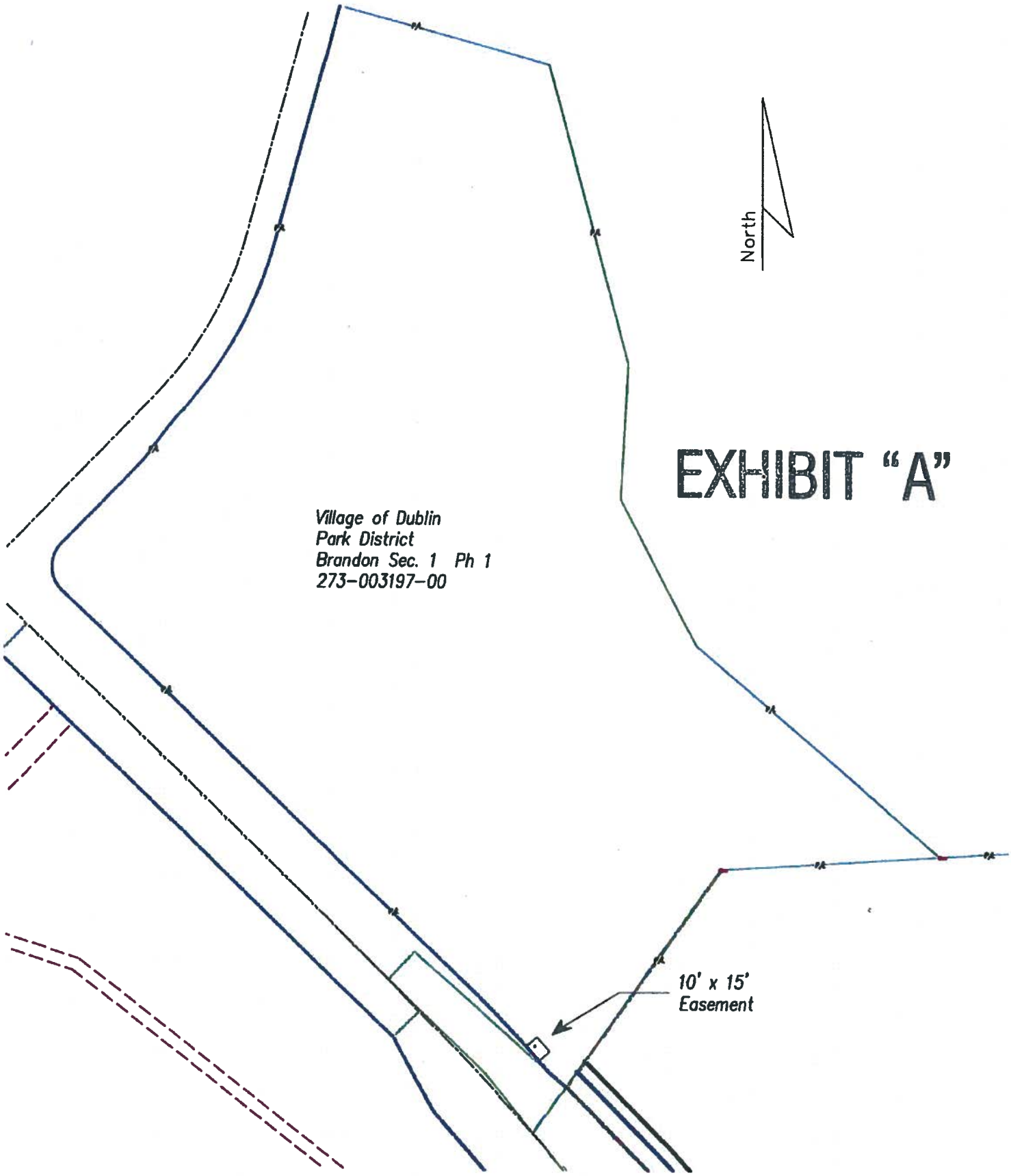
_____
Title

STATE OF OHIO, }
COUNTY OF _____ }

The foregoing instrument was acknowledged before me this _____ day of _____, 2014, by _____, (name(s) _____, (title) of the Village Of Dublin, Ohio.

_____
Notary Public
My Commission Expires_____

Easement prepared by Ohio Power Company VPC
*CALL BEFORE YOU DIG !!!* Address Brand Road Park Dwg. No. W0 W002506201


North
EXHIBIT "A"
Village of Dublin
Park District
Brandon Sec. 1 Ph 1
273-003197-00
10' x 15'
Easement