

To: Members of Dublin City Council

From: Dana L. McDaniel, City Manager

Date: June 22, 2021

Initiated By: Megan O'Callaghan, PE, Deputy City Manager/Chief Finance and Development Officer
Paul A. Hammersmith, PE, Director of Engineering/City Engineer
Jean-Ellen M. Willis, PE, Deputy Director Transportation & Mobility

Re: Ordinance 26-21 – Authorizing the City Manager to Execute an Easement along Riverside Drive with American Electric Power (AEP) for the Installation of Underground Electric Facilities

Summary

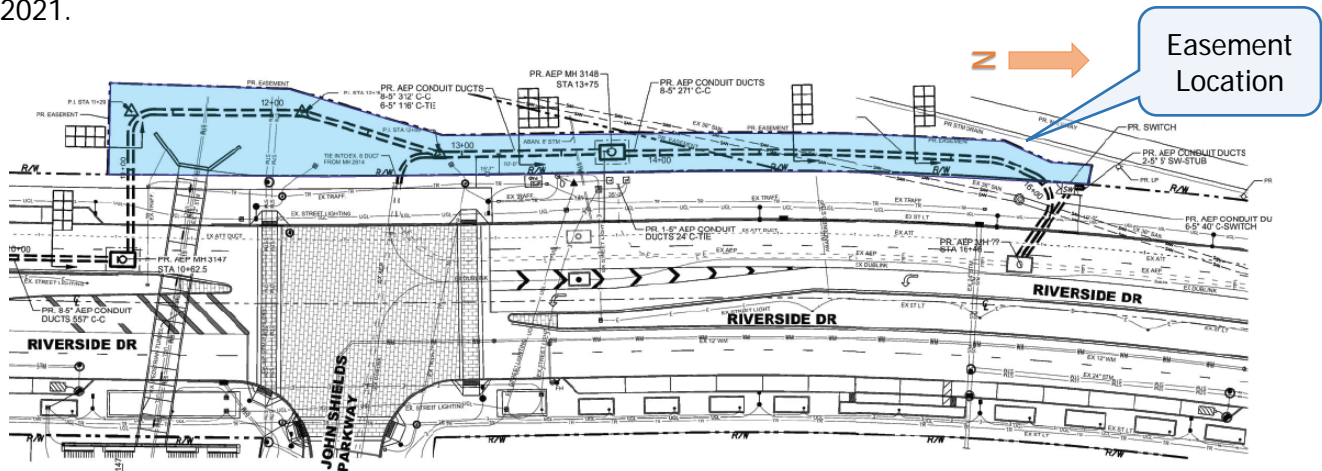
American Electric Power (AEP) identified a gap in their facilities in the Bridge Street District along Riverside Drive. AEP has recently installed underground facilities on the west side of Riverside Drive between Bridge Park Avenue and just north of John Shields Parkway. This will complete a loop in their facilities that will allow them to manage and effectively provide consistent electrical service to the area and will provide supplemental electrical service to Riverside Crossing Park.

The majority of this installation is in the road right-of-way except the area around the John Shields Parkway intersection. At this location, the electric facilities need to encroach into the land of Riverside Crossing Park to route around the pedestrian tunnel. Two parcels are impacted by this easement, parcel 273-012427 and a remnant parcel of residual right-of-way that remains after Riverside Drive was relocated. The City owns both parcels and can provide the easement for this work (see location map below). Therefore, AEP has requested approximately 0.292 acres in total from the City of Dublin for the easement.

A copy of the deed of easement along with the legal descriptions and exhibits are attached for your reference. This alignment and documentation has been reviewed by staff. The easement is consistent with past easements granted to AEP on City-owned property. Staff proposes the easement be granted to AEP at no cost as this installation is a benefit to the City by enhancing the electrical service to the park.

Recommendation

Staff recommends adoption of Ordinance 26-21 at the second reading/public hearing on July 26, 2021.



RECORD OF ORDINANCES

Ordinance No. 26-21
Passed
, 20

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO EXECUTE AN EASEMENT ALONG RIVERSIDE DRIVE WITH AMERICAN ELECTRIC POWER (AEP) FOR THE INSTALLATION OF UNDERGROUND ELECTRIC FACILITIES

WHEREAS, the City of Dublin has received a request from American Electric Power (AEP) for a 0.292 acre easement; and

WHEREAS, the location of the requested easement is on the west side of Riverside Drive, near John Shields Parkway, on two City-owned parcels 273-012427 and a remnant parcel of residual right-of-way that remains after Riverside Drive was relocated; and

WHEREAS, the requested easement will enable AEP to provide underground electrical service infrastructure necessary to support the electric service needs of the Bridge Street District; and

WHEREAS, the requested easement shall be granted to AEP at no cost as this electrical service infrastructure being installed is a benefit to the City by enhancing the electric service to Riverside Crossing Park.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Dublin, of its elected members concurring, that:

Section 1. The City Manager is hereby authorized to execute the necessary documents with American Electric Power (AEP) for an easement necessary to provide electrical facilities to provide service to the Bridge Street District, in substantially the same form as attached, with changes not inconsistent with the Ordinance and not substantially adverse to the City and which shall be approved by the City Manager. The approval of changes thereto by those officials, and their character as not being substantially adverse to the City, shall be evidenced conclusively by their execution thereof.

Section 2. This Ordinance shall take effect upon adoption in accordance with Section 4.04(b) of the Revised Charter.

Passed this
day of
, 2021.

Mayor - Presiding Officer

ATTEST:

Clerk of Council

NON-EXCLUSIVE ELECTRIC EASEMENT

THIS NON-EXCLUSIVE ELECTRIC EASEMENT (the "Easement") is made and entered into this ____ day of _____ 2021, by and between **THE CITY OF DUBLIN, OHIO**, ("Grantor"), an Ohio municipal corporation whose tax mailing address is 5200 Emerald Parkway, Dublin, Ohio 43017, and **OHIO POWER COMPANY**, an Ohio corporation and a unit of American Electric Power ("Grantee"), with principal offices at 700 Morrison Road, Gahanna, Ohio 43230.

BACKGROUND INFORMATION

WHEREAS, Grantor owns the real property identified as Franklin County parcel number 273-012427-00, being situated in the State of Ohio, County of Franklin, City of Dublin, lying in Quarter Township 2, Township 2, Range 19, United States Military Lands, being part of Lot 3 of "Lands of Chauncey McGurer", a subdivision of record in Plat Book 12, Page 27, and being part of a 12.884 acre tract of land as described in Instrument Number 201212310201439 of the Franklin County Recorder's Office ("Grantor's Property"); and

WHEREAS, Grantor owns real property that is not identified with a Franklin County parcel number, being situated in the State of Ohio, County of Franklin, City of Dublin, lying in Quarter Township 2, Township 2, Range 19, United States Military Lands, being part of Lot 3 of "Lands of Chauncey McGurer", a subdivision of record in Plat Book 12, Page 27, and being part of a 0.443 acre tract of land as described in Instrument Number 201212310201438 of the Franklin County Recorder's Office ("Grantor's Property"); and

WHEREAS, Grantor's Property is part of the Riverside Crossing Park (the "Park"), along the west side of Riverside Drive between Bridge Park Avenue and just north of John Shields Parkway; and

WHEREAS, Grantor's Property is part of the Park's Master Plan Development and future expansion, which will include, but not be limited to, the following: extension of the pedestrian tunnel west of Riverside Drive; extension of John Shields Parkway and construction of a new bridge;

construction of associated Park amenities; and construction of shared-use paths, all as part of the Park's Master Plan Development and future expansion ("Park Expansion"); and

WHEREAS, Grantee desires an electric easement for the right to install underground electric facilities under those portions of the Grantor's Property depicted on the attached Exhibit A and Exhibit B (the "Easement Area"); and

WHEREAS, Grantee understands and acknowledges that the Easement Area is within the Park Expansion and that any easement rights Grantor conveys to Grantee shall not, under any circumstances, affect or impact Grantor's Park Expansion plans.

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STATEMENT OF AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to the foregoing Background Information and as follows:

1. Grant of Easement. Grantor conveys and grants to Grantee, its agents, employees, independent contractors, and successors and assigns, a non-exclusive electric easement under the Easement Area for the following limited purposes: to install underground electric facilities (the “Facilities”); and to operate and maintain, repair, replace, or change the Facilities. Any and all maintenance, repair, replacement, or change to the Facilities shall be conducted in a manner acceptable to Grantor. Should Grantee need to perform any maintenance, repair, replacement, or change to the Facilities, Grantee shall notify Grantor, in writing, at least thirty (30) days prior. Grantee shall not proceed with any such work, however, unless and until Grantor agrees, in writing, to the manner in which such work will be conducted. All Facilities shall be buried so as not to interfere with the present or future use of Grantor’s Property, including, but not limited to, Grantor’s Park Expansion. Specifically, Grantee shall bury the Facilities deep enough to avoid any conflicts or issues with Grantor’s plans to extend its pedestrian tunnel as part of the Park Expansion, or future drainage facilities along future John Shields Parkway. Grantee, as soon as reasonably practicable after installation of the Facilities shall cause the Easement Area to be restored to its former or better condition. Grantor has the right to enter on the Easement Area for any purpose provided such entry by Grantor does not substantial impair or hinder the rights granted to Grantee in this Easement. Grantee understands, acknowledges, and agrees that during Grantor’s future Park Expansion, Grantee’s services may be impaired. Grantor expressly reserves all rights to construct above-ground and underground improvements within and around the Easement Area, including, but not limited to, an extension of the pedestrian tunnel west of Riverside Drive; an extension of John Shields Parkway; construction of a bridge; construction of Park amenities; construction of a park plaza; and construction of shared-use paths. Further, Grantor expressly reserves all rights deemed necessary by Grantor to do all things to complete the Park Expansion and all things necessary to further enhance Riverside Crossing Park.

2. Relationship of Parties. Nothing contained herein shall be deemed or construed by the parties or by any third party as creating the relationship of principal and agent, of partnership or of joint venture between the parties, it being understood and agreed that no provision contained herein or any act of the parties hereto shall be deemed to create any relationship other than grantor and grantee of the rights and easements set forth herein.

3. Waiver. Except to the extent that a party may have otherwise agreed in writing, no waiver by such party of any breach of the other party of any of its obligations, agreements, or covenants hereunder shall be deemed to be a waiver of any subsequent breach of the same or of any other covenants, agreements or obligations, nor shall any forbearance by a party to seek a remedy for any breach by the other party be deemed a waiver of any rights or remedies with respect to such breach or any similar breach in the future.

4. Severability. In the event any provision of this Easement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

5. Captions and Pronoun Usage. The captions and section numbers in this Easement are for convenience only and shall not be deemed to be a part hereof. The pronouns used herein shall be considered as meaning the person, number, and gender appropriate under the circumstances at any given time.

6. Governing Law. This Easement shall be governed by and construed in accordance with the laws of the State of Ohio.

7. Modification. This Easement, or any easement or covenant set forth herein, may not be amended, terminated, rescinded or otherwise modified, in whole or in part, except by a written instrument executed by the parties hereto and recorded with the Recorder's Office, Franklin County, Ohio with reference made to this Easement.

8. Benefit. This Easement shall run with the land and inure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, representatives, successors and assigns.

9. Authority. Grantor and Grantee represent and warrant that they have the full right and authority to enter into this Easement.

10. Indemnification. Grantee agrees to indemnify, defend, and hold harmless Grantor from and against any and all losses, liabilities, claims and damages, costs and expenses (including reasonable attorneys' fees and costs) arising from Grantor's construction, operation, maintenance, repair, and/or replacement of the electric facilities.

(REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK – ACKNOWLEDGMENTS TO FOLLOW)

the _____ day of _____, 2021.

GRANTOR:

The City of Dublin, Ohio,
an Ohio municipal corporation

By: _____

Print Name: _____

Title: _____

STATE OF OHIO,
COUNTY OF FRANKLIN

The foregoing instrument was acknowledged before me this _____ day of _____, 2021, by _____ (Name), _____ (Title of Officer) of **The City of Dublin, Ohio**, an Ohio municipal corporation.

Notary Public
My Commission Expires

IN WITNESS WHEREOF, Grantee has signed this Non-Exclusive Electric Easement on the _____ day of _____, 2021.

GRANTEE:

OHIO POWER COMPANY

By: _____
Daniel J. Hines
Supervisor, GIS and Easement Services
American Electric Power Service Corporation
Authorized Signer

STATE OF OHIO, }

COUNTY OF FRANKLIN }

The foregoing instrument was acknowledged before me this _____ day of _____, 2021, by Daniel J. Hines, the Supervisor, GIS and Easement Services, American Electric Power Service Corporation, the Authorized Signer of **OHIO POWER COMPANY**, an Ohio corporation, for and on behalf of the corporation.

Notary Public
My Commission Expires _____

This Instrument Prepared By:
Frost Brown Todd LLC
One Columbus
10 West Broad Street
Columbus, Ohio 43215

EXHIBIT "A"

CENTRAL SURVEYING CO., LTD.

7563 E. Main St.
Reynoldsburg, Ohio 43068

Phone: 614-864-1100
Fax: 614-864-2011

**Description of a 0.209 ± Acre Easement
For
Ohio Power Company**

Situated in the State of Ohio, County of Franklin, City of Dublin, Quarter Township 2, Township 2, Range 19, United States Military Lands, and being part of Lot 3 of "Lands of Chauncey McGurer", a subdivision of record in Plat Book 12, Page 27, and being part of a 12.884 acre tract of land conveyed to The City of Dublin, Ohio, as recorded in Instrument Number 201212310201439. All references contained herein are to the Franklin County Recorder's records, Columbus, Ohio, and being shown on Exhibit "A" attached hereto and being made a part thereof and being more particularly bounded and described as follows:

Commencing for reference at the southeast corner of a 0.443 acre tract of land conveyed to The City of Dublin, Ohio, as recorded in Instrument Number 201212310201438, said corner being a common corner with said 12.884 acre tract;

Thence, with the East line of said 0.443 acre tract and with an arc of a curve to the right, having a central angle of 0°43'48", a radius of 5679.89 feet, an arc length of 72.35 feet, a chord bearing N 01°22'51" W and chord distance of 72.35 feet to the **True Point of Beginning** of the herein described 0.083 acre easement;

Thence, continuing with the East line of said 0.443 acre tract and with an arc of a curve to the right, having a central angle of 0°51'37", a radius of 5679.89 feet, an arc length of 85.27 feet, a chord bearing N 0°35'09" W and chord distance of 85.27 feet to a point;

Thence, leaving the East line of said 0.443 acre tract and running within said 12.884 acre tract the following six (6) courses:

1. S 14°29'29" E, 185.39 feet to a point;
2. S 13°28'18" E, 148.52 feet to a point;
3. S 77°31'48" W, 46.05 feet to a point;
4. N 11°57'09" W, 91.30 feet to a point;
5. N 03°16'57" E, 80.92 feet to a point;
6. N 14°53'42" W, 81.21 feet to a point to the **Point of Beginning** containing 0.209 acres of land, more or less.

Bearings are based on the Ohio State Plane Coordinate System, Ohio South Zone, North American Datum 1983 (2011), U.S. Survey Foot.

This document is for easement purposes only and has been compiled using existing public records along with field collected information and is subject to all legal streets, highways, right-of-ways, alleys, easements, agreements and/or conditions of record, if any.



David A. Sanford 6/14/21

David A. Sanford, P.S. 8721
Central Surveying Co., Ltd
7563 East Main Street
Reynoldsburg, OH 43068

06/14/21

06/14/21
CSC 20-1114

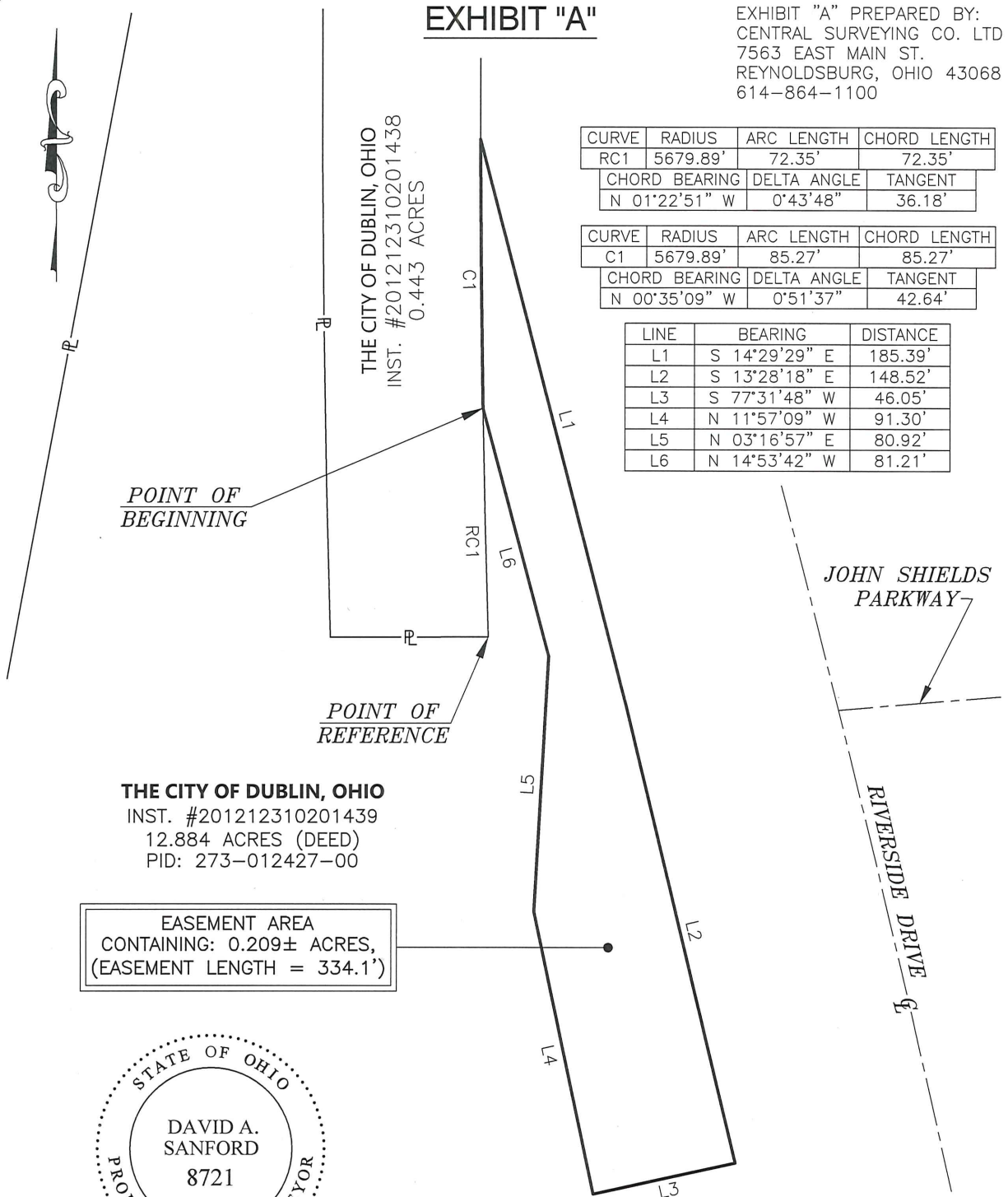
EXHIBIT "A"

EXHIBIT "A" PREPARED BY:
CENTRAL SURVEYING CO. LTD
7563 EAST MAIN ST.
REYNOLDSBURG, OHIO 43068
614-864-1100

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH
RC1	5679.89'	72.35'	72.35'
CHORD BEARING	DELTA ANGLE	TANGENT	
N 01°22'51" W	0°43'48"	36.18'	

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH
C1	5679.89'	85.27'	85.27'
CHORD BEARING	DELTA ANGLE	TANGENT	
N 00°35'09" W	0°51'37"	42.64'	

LINE	BEARING	DISTANCE
L1	S 14°29'29" E	185.39'
L2	S 13°28'18" E	148.52'
L3	S 77°31'48" W	46.05'
L4	N 11°57'09" W	91.30'
L5	N 03°16'57" E	80.92'
L6	N 14°53'42" W	81.21'



THE CITY OF DUBLIN, OHIO
INST. #201212310201439
12.884 ACRES (DEED)
PID: 273-012427-00

EASEMENT AREA
CONTAINING: 0.209± ACRES,
(EASEMENT LENGTH = 334.1')



BY: *David A. Sanford* 6/14/21
David A. Sanford, P.S. 8721 6/14/21

NOTES:

THIS DRAWING IS FOR EASEMENT PURPOSES ONLY AND HAS BEEN COMPILED USING EXISTING PUBLIC RECORDS ALONG WITH FIELD COLLECTED INFORMATION. SUBJECT TO ALL LEGAL STREETS, HIGHWAYS, RIGHT-OF-WAYS, ALLEYS, EASEMENTS, AGREEMENTS AND/OR CONDITIONS OF RECORD, IF ANY.

SITUATE:

SITUATED IN THE STATE OF OHIO, COUNTY OF FRANKLIN, CITY OF DUBLIN, QUARTER TOWNSHIP 2, TOWNSHIP 2, RANGE 19, UNITED STATES MILITARY LANDS, BEING PART OF LOT 3 OF "LANDS OF CHAUNCEY MCGURER", A SUBDIVISION OF RECORD IN PLAT BOOK 12, PAGE 27, AND BEING PART OF 12.884 ACRE TRACT OF LAND CONVEYED TO THE CITY OF DUBLIN, AS RECORDED IN INSTRUMENT NUMBER 201212310201439. ALL REFERENCES CONTAINED HEREIN ARE TO FRANKLIN COUNTY RECORDER'S RECORDS, COLUMBUS, OHIO.

LEGEND

	PROPERTY LINE
	EASEMENT AREA

BASIS OF BEARINGS:

BEARINGS ARE BASED ON THE OHIO STATE PLANE COORDINATE SYSTEM, NAD 83, OHIO SOUTH ZONE.

0' 50' 100' 150'



SCALE IN FEET

SCALE: 1 INCH = 50 FEET

OHIO POWER COMPANY

EASEMENT ACROSS THE LANDS OF
THE CITY OF DUBLIN
CONTAINING 0.209± ACRES

Drawn By: DS	Checked By: WW
Scale: 1"=50'	Date: 06/14/21
File Name: AEP-EAS-DUBLIN	Project Number:
Revisions: -	2021-0424

EXHIBIT "B"

CENTRAL SURVEYING CO., LTD.

7563 E. Main St.
Reynoldsburg, Ohio 43068

Phone: 614-864-1100
Fax: 614-864-2011

**Description of a 0.083 ± Acre Easement
For
Ohio Power Company**

Situated in the State of Ohio, County of Franklin, City of Dublin, Quarter Township 2, Township 2, Range 19, United States Military Lands, and being part of Lot 3 of "Lands of Chauncey McGurer", a subdivision of record in Plat Book 12, Page 27, and being part of a 0.443 acre tract of land conveyed to The City of Dublin, Ohio, as recorded in Instrument Number 201212310201438. All references contained herein are to the Franklin County Recorder's records, Columbus, Ohio, and being shown on Exhibit "A" attached hereto and being made a part thereof and being more particularly bounded and described as follows:

Commencing for reference at the southeast corner of said 0.443 acre tract, said corner being a common corner with a 12.884 acre tract of land conveyed to the City of Dublin, Ohio, as recorded in Instrument Number 201212310201439;

Thence, with the East line of said 0.443 acre tract and with an arc of a curve to the right, having a central angle of 0°43'48", a radius of 5679.89 feet, an arc length of 72.35 feet, a chord bearing N 01°22'51" W and chord distance of 72.35 feet to the **True Point of Beginning** of the herein described 0.083 acre easement;

Thence, leaving the East line and running within said 0.443 acre tract the following nine (9) courses:

1. N 12°35'54" W, 35.74 feet to a point;
2. N 13°25'29" W, 93.54 feet to a point;
3. N 11°05'14" W, 76.44 feet to a point;
4. N 10°35'37" E, 25.87 feet to a point;
5. N 09°05'50" W, 21.18 feet to a point;
6. S 87°40'37" E, 10.22 feet to a point;
7. S 09°46'56" E, 68.27 feet to a point;
8. S 11°35'37" E, 60.48 feet to a point;
9. S 12°49'04" E, 35.93 feet to a point on the East line of said 0.443 acre tract;

Thence, with the East line of said 0.443 acre tract and with an arc of a curve to the right, having a central angle of 0°51'37", a radius of 5679.89 feet, an arc length of 85.27 feet, a chord bearing S 0°35'09" E and chord distance of 85.27 feet to the **Point of Beginning** containing 0.083 acres of land, more or less.

Bearings are based on the Ohio State Plane Coordinate System, Ohio South Zone, North American Datum 1983 (2011), U.S. Survey Foot.

This document is for easement purposes only and has been compiled using existing public records along with field collected information and is subject to all legal streets, highways, right-of-ways, alleys, easements, agreements and/or conditions of record, if any.



David A. Sanford 6/14/21
David A. Sanford, P.S. 8721 06/14/21
Central Surveying Co., Ltd
7563 East Main Street
Reynoldsburg, OH 43068

06/14/21
CSC 21-0424

EXHIBIT "B"

EXHIBIT "A" PREPARED BY:
CENTRAL SURVEYING CO. LTD
7563 EAST MAIN ST.
REYNOLDSBURG, OHIO 43068
614-864-1100

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH
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CHORD BEARING	DELTA ANGLE	TANGENT	
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CHORD BEARING	DELTA ANGLE	TANGENT	
S 00°35'09" E	0°51'37"	42.64'	

LINE	BEARING	DISTANCE
L1	N 12°35'54" W	35.74'
L2	N 13°25'29" W	93.54'
L3	N 11°05'14" W	76.44'
L4	N 10°35'37" E	25.87'
L5	N 09°05'50" W	21.18'
L6	S 87°40'37" E	10.22'
L7	S 09°46'56" E	68.27'
L8	S 11°35'37" E	60.48'
L9	S 12°49'04" E	35.93'

EASEMENT AREA
CONTAINING: 0.083± ACRES,
(EASEMENT LENGTH = 250.9')

THE CITY OF DUBLIN, OHIO
INST. #201212310201439
12.884 ACRES (DEED)
PID: 273-012427-00

LEGEND

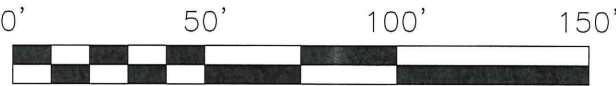
— P — PROPERTY LINE
EASEMENT AREA



BY: *David A. Sanford* 6/14/21
David A. Sanford, P.S. 8721 6/14/21

BASIS OF BEARINGS:

BEARINGS ARE BASED ON THE OHIO STATE PLANE
COORDINATE SYSTEM, NAD 83, OHIO SOUTH ZONE.



SCALE IN FEET

SCALE: 1 INCH = 50 FEET

OHIO POWER COMPANY

EASEMENT ACROSS THE LANDS OF
THE CITY OF DUBLIN, OHIO
CONTAINING 0.083± ACRES

Drawn By: DS	Checked By: WW
Scale: 1"=50'	Date: 06/14/21
File Name: AEP-EAS-DUBLIN	Project Number:
Revisions: -	2021-0424

NOTES:

THIS DRAWING IS FOR EASEMENT PURPOSES
ONLY AND HAS BEEN COMPILED USING
EXISTING PUBLIC RECORDS ALONG WITH FIELD
COLLECTED INFORMATION. SUBJECT TO ALL
LEGAL STREETS, HIGHWAYS, RIGHT-OF-WAYS,
ALLEYS, EASEMENTS, AGREEMENTS AND/OR
CONDITIONS OF RECORD, IF ANY.

SITUATE:

SITUATED IN THE STATE OF OHIO, COUNTY OF
FRANKLIN, CITY OF DUBLIN, QUARTER
TOWNSHIP 2, TOWNSHIP 2, RANGE 19, UNITED
STATES MILITARY LANDS, BEING PART OF LOT
3 OF "LANDS OF CHAUNCEY MCGURER", A
SUBDIVISION OF RECORD IN PLAT BOOK 12,
PAGE 27, AND BEING PART OF 0.443 ACRE
TRACT OF LAND CONVEYED TO THE CITY OF
DUBLIN, OHIO, AS RECORDED IN INSTRUMENT
NUMBER 201212310201438. ALL REFERENCES
CONTAINED HEREIN ARE TO FRANKLIN COUNTY
RECORDER'S RECORDS, COLUMBUS, OHIO.