

**VILLAGE OF CHAUNCEY  
ORDINANCE NO. 2020 -3**

**AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A DEED  
OF EASEMENT/ RIGHT OF WAY TO AMERICAN ELECTRIC POWER  
FOR PURPOSES OF EXTENDING ELECTIC POWER LINES INTO  
DOVER PARK AND DECLARING AN EMERGENCY**

**WHEREAS**, the Village owns lands comprising the Village Park known to the community as “Dover Park”; and,

**WHEREAS**, certain improvements, buildings, accesses and uses of the Park are being constructed in conjunction with CDBG and other funding grants and the development of a major trailhead access point for mountain biking in the adjacent federal lands of The Wayne National Forest known as “The Baileys Mountain Bike Trail System” ; and,

**WHEREAS**, the Village needs to provide electric power into Dover Park for various purposes attendant to the scheduled improvements and etc.; and,

**WHEREAS**, the Village is authorized by O.R.C. 723.121 to convey tracts of or interests in land not needed for Village purposes; and,

**WHEREAS**, it is in the best interest of the Village, it’s residents, tourists and visitors that Dover Park undergo improvement and participate in the economic benefits expected to flow from The Baileys Mountain Bike Trail System;

**NOW THEREFORE, BE IT ORDAINED** by the Council of the Village of Chauncey, State of Ohio, as follows:

**Section One:** It is the determination of the Village Council that the right-of-way/easement conveyed by the deed authorized by this Ordinance is not needed for any Village purpose but is necessary to a public need of the Village to improve Dover Park in conformity with the plans related to The Baileys Bike Trail System. The action taken herein does not interfere with nor hinder any municipal functions of the Village, now and into the foreseeable future.


Section Two: The Mayor is authorized to execute the land transfer documents necessary to convey the interest in land aforesaid in the form as shown on the attached Exhibit 1 entitled-- "**Easement & Right of Way**" with an attachment denoted "**Exhibit A**", a document comprised of three pages.


Section Three: The cost of recordation of the within instrument of transfer shall be borne by American Electric Power.

Section Four: It appearing to Council that this conveyance is an integral part of the improvements planned and funded for Dover Park and that The Baileys Mountain Bike Trail System has begun and has been partially completed, and that construction of the improvements to Dover Park has begun and should continue without delay, this Ordinance is declared to be an emergency measure necessary for the protection and welfare of the residents of the Village and of the economic interests of the Village and shall take effect immediately upon passage.


**PASSED** this 16th day of June, 2020.

ATTEST:


  
\_\_\_\_\_  
Joe Canter  
Council President

  
\_\_\_\_\_  
Chelsie McKee  
Fiscal Officer

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Robert J. Shostak, Esq.  
Solicitor

APPROVED AS TO SUBSTANCE

  
\_\_\_\_\_  
Amy Renner  
Mayor

First Reading: \_\_\_\_\_ June 16, 2020 \_\_\_\_\_

Second Reading: \_\_\_\_\_ waived \_\_\_\_\_

Third Reading: \_\_\_\_\_ waived \_\_\_\_\_

**CERTIFICATION OF FISCAL OFFICER**  
**AS TO POSTING OF ORDINANCE**

The foregoing is a true copy of the original Ordinance No. 2020-3.

Publication of this Ordinance was made by posting a copy of the same in the following five locations within the Village, beginning on July 14, 2020, and concluding on July 29, 2020 (at least 15 days later):

Location	Date Posted
<u>Village Town Hall</u>	<u>7/14/2020</u>
<u>Post Office</u>	<u>7/14/2020</u>
<u>Cee-Dee Market</u>	<u>7/14/2020</u>
<u>Chauncey Foodmart</u>	<u>7/14/2020</u>
<u>Library</u>	<u>CLOSED</u>

ATTEST:

Date: 7/13/2020

Chelsie McKee  
Chelsie McKee  
Fiscal Officer

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



### Easement & Right of Way

**THE VILLAGE OF CHAUNCEY, OF ATHENS COUNTY, 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, 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 **DOVER** Township, **ATHENS** County, Ohio, and being part of Section No(s) **20** Township No(s) **10**, Range No(s) **14**. Being part of a **10.53** acre tract of land as described in Deed Records Volume **362** Page **667** of the **ATHENS** County Recorder's Office (Parcel # **G010010058900**).

Said lines and facilities shall be constructed within the limits of a **40-foot-wide** strip of land and extending beyond those limits for the placement of down guys and anchors as construction standards require, of which 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 30 day of JUNE, 2020

**THE VILLAGE OF CHAUNCEY, OF ATHENS COUNTY, OHIO**

By: [Signature]  
Print Name: Amy Renner  
Title: Mayor

STATE OF OHIO, }  
COUNTY OF Athens }

The foregoing instrument was acknowledged before me this 30<sup>th</sup> day of June, 2020, by Amy Renner.

[Name of partner or agent], Mayor [Title of partner or agent], on behalf

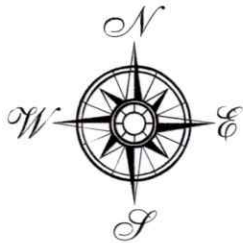
of THE VILLAGE OF CHAUNCEY, OF ATHENS COUNTY, OHIO



Chelsie McKee  
Notary Public, State of Ohio  
My Commission Expires  
November 5, 2023

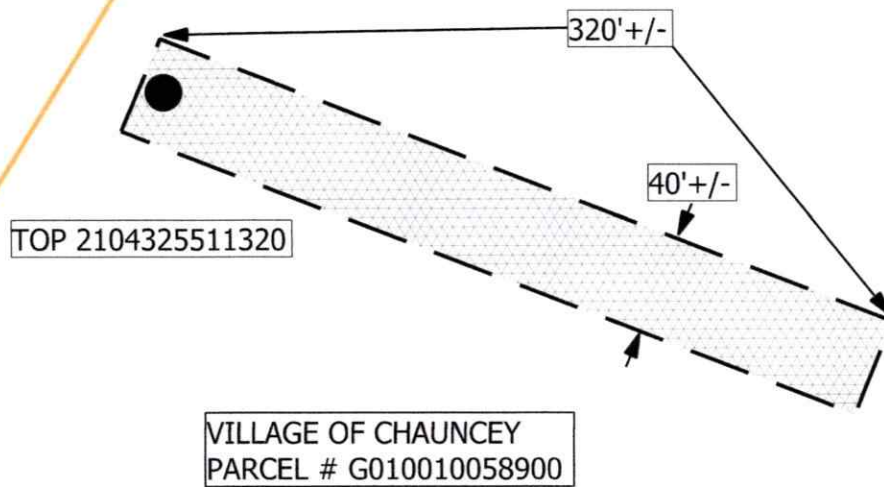
[Signature]  
Notary Public Signature  
Chelsie McKee  
Notary Public Name Printed  
My Commission Expires 11/5/2023

Easement prepared by Ohio Power Company **JAR**



# EXHIBIT "A"

NTS



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**AMERICAN  
ELECTRIC  
POWER**

055 - Athens

State: Ohio

County/Parrish: ATHENS

Township: DOVER

Drawn By: Blake Lindner

Date: 5/18/2020