

**VILLAGE OF CHAUNCEY**  
**ORDINANCE NO. 2020 - 9**

**AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A DEED  
OF UNDERGROUND 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 such as a public restroom and other uses, 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 document 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 to be recorded at the Athens County Recorder of Deeds; and Exhibit 2—entitled Chauncey Restroom Permit/Bid Set, comprised of two drawings showing the geographic location of the Easement & Right of Way conveyed within the boundaries of Dover Park.


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

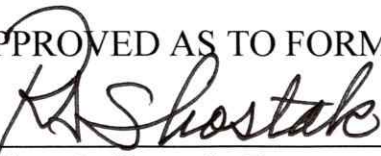
Section Four: It appearing to Council that there is an urgency to this legislative action because this conveyance is an integral part of the improvements planned and funded for Dover Park and that The Baileys Mountain Bike Trail System has begun and has been partially completed, and that construction 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.

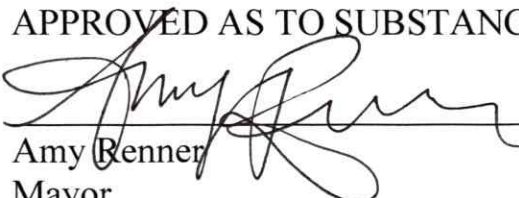
**PASSED** this 5th day of November, 2020.

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

ATTEST:

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

APPROVED AS TO FORM:  
  
\_\_\_\_\_  
Robert J. Shostak, Esq.  
Solicitor

APPROVED AS TO SUBSTANCE  
  
\_\_\_\_\_  
Amy Renner  
Mayor

First Reading: November 5, 2020  
Second Reading: waived-passed as an emergency measure  
Third Reading: waived- passed as an emergency measure

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

The foregoing is a true copy of the original Ordinance No. 2020- 9.

Publication of this Ordinance was made by posting a copy of the same in the following five locations within the Village, beginning on November 30, 2020, and concluding on December 14, 2020 (at least 15 days later):

| Location                  | Date Posted       |
|---------------------------|-------------------|
| <u>Town Hall</u>          | <u>11/30/2020</u> |
| <u>Post Office</u>        | <u>11/30/2020</u> |
| <u>Library</u>            | <u>11/30/2020</u> |
| <u>Cee Dee</u>            | <u>11/30/2020</u> |
| <u>Chauncey Food Mart</u> | <u>11/30/2020</u> |

ATTEST:

Date: 11/30/2020

Chelsie McKee  
Chelsie McKee  
Fiscal Officer

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



### Easement & Right of Way

**VILLAGE OF CHAUNCEY**, "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 10.41 acre tract of land as described in Deed Book 352 Pages 865-866 and Deed Book 359 Page 93-96 of the ATHENS County Recorder's Office (Parcel # G010010058900).

The easement shall be 10 feet wide, lying 20 feet on each side of the facilities as constructed. 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

*EXHIBIT I - 091*



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 11 day of November, 2020

VILLAGE OF CHAUNCEY

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

STATE OF OHIO, }  
COUNTY OF Atheris }

The foregoing instrument was acknowledged before me this 11 day of November, 2020, by Amy Renner

[Name of partner or agent], Mayor [Title of partner or agent], on behalf of **VILLAGE OF CHAUNCEY** [Name of principal].



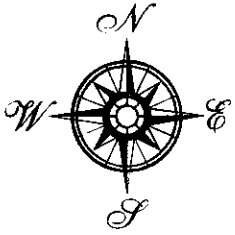
Chelsie McKee  
Notary Public, State of Ohio  
My Commission Expires  
November 5, 2023

[Signature]  
Notary Public Signature

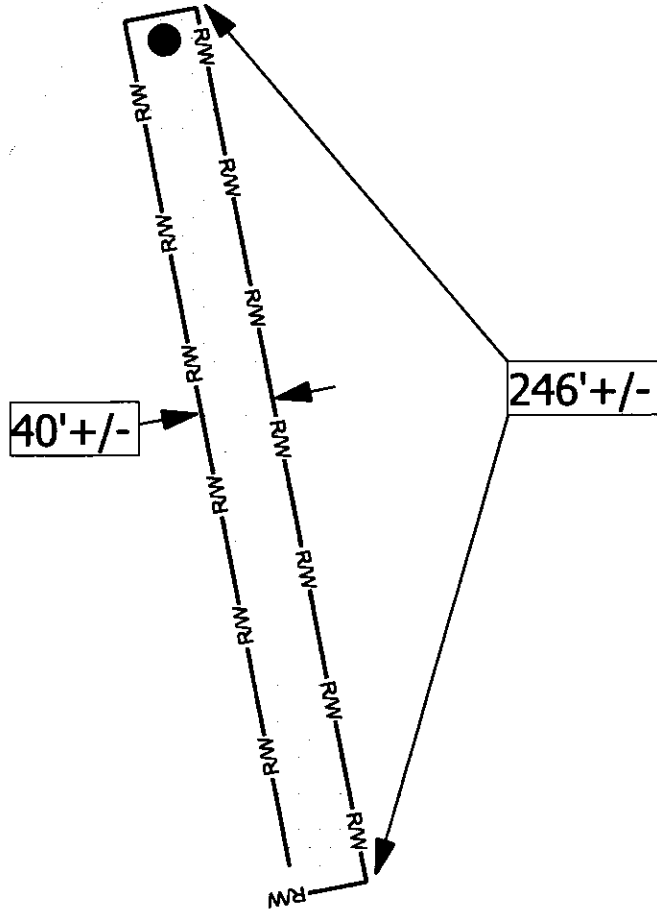
Chelsie McKee  
Notary Public Printed Name  
My Commission Expires 11/5/2023

Easement prepared by Ohio Power Company JAR

**"EXHIBIT A"**



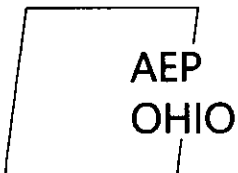
TOP: 2104485511610



**VILLAGE OF CHAUNCEY**  
**PARCEL# G010010058900**

© CoreLogic

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**OHIO POWER COMPANY**

**DRAWN BY: Blake Lindner**

**COUNTY: ATHENS**

**WR#: 77908129**

**CITY/TWP: CHAUNCEY**

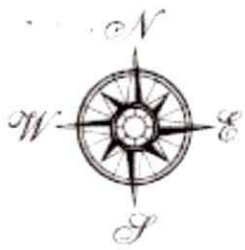
**DATE: 10/9/2020**

**STATE: Ohio**

**SCALE: NTS**

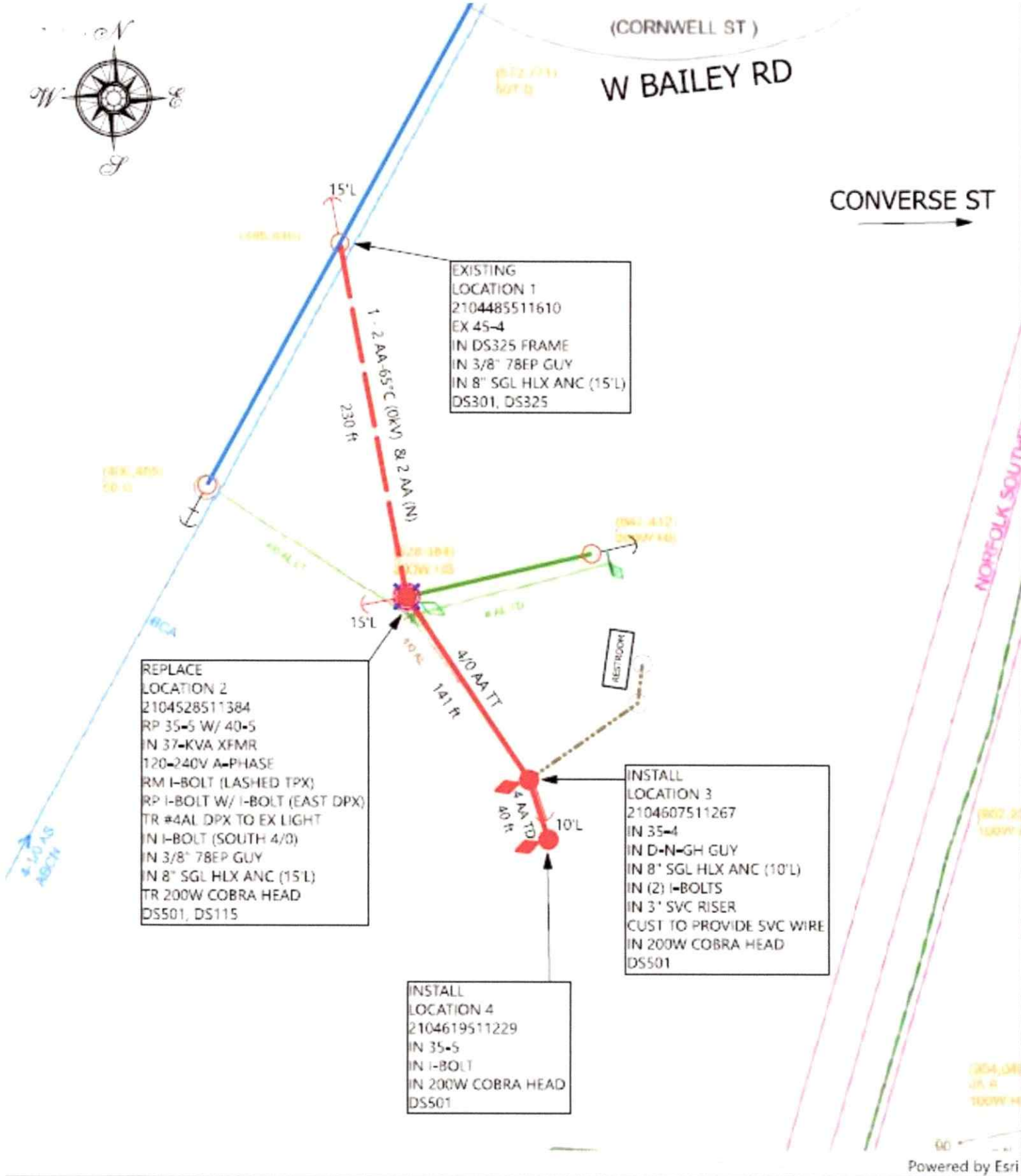






(CORNWELL ST)  
W BAILEY RD

CONVERSE ST  
→



EXISTING  
LOCATION 1  
2104485511610  
EX 45-4  
IN DS325 FRAME  
IN 3/8" 78EP GUY  
IN 8" SGL HLX ANC (15'L)  
DS301, DS325

REPLACE  
LOCATION 2  
2104528511384  
RP 35-5 W/ 40-5  
IN 37-KVA XFMR  
120-240V A-PHASE  
RM I-BOLT (LASHED TPX)  
RP I-BOLT W/ I-BOLT (EAST DPX)  
TR #4AL DPX TO EX LIGHT  
IN I-BOLT (SOUTH 4/0)  
IN 3/8" 78EP GUY  
IN 8" SGL HLX ANC (15'L)  
TR 200W COBRA HEAD  
DS501, DS115

INSTALL  
LOCATION 3  
2104607511267  
IN 35-4  
IN D-N-GH GUY  
IN 8" SGL HLX ANC (10'L)  
IN (2) I-BOLTS  
IN 3' SVC RISER  
CUST TO PROVIDE SVC WIRE  
IN 200W COBRA HEAD  
DS501

INSTALL  
LOCATION 4  
2104619511229  
IN 35-5  
IN I-BOLT  
IN 200W COBRA HEAD  
DS501

60  
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EX2 - P.2