

## **ORDINANCE NO. 18 - 22**

By: Lori Ann Feibel

**An Ordinance granting the donation of an Easement consisting of a certain strip of land twenty (20) feet in width, the centerline being the facilities as installed, as further described in Ordinance Number 24 as adopted by the Council of the Village of Bexley on October 24, 1911 (Parcel #020-000813-00) for electric and other current/future energy or communication purposes to American Electric Power, and to declare an emergency.**

**WHEREAS**, The City of Bexley is the owner of certain property in Columbus Commons BULLITT PARK, also known as Commonwealth Park, upon which proposed electrical and communication lines and facilities would be located; and

**WHEREAS**, The City of Bexley has offered to grant to American Electric Power an Easement for electric and other current/future energy or communication purposes underground, in, on, through and across the following described lands situated in the State of Ohio, County of Franklin, City of Bexley. Being part of Columbus Common in BULLITT PARK, as the same is delineated upon the recorded plat thereof, of record in Plat Book 4, Page 416, Recorder's Office, Franklin County, Ohio, as further described in Ordinance No. 24 as adopted by the Council of the Village of Bexley on October 24, 1911 (Parcel #020-000813-00) and further described in Exhibit A (Attached); and

**WHEREAS**, The proposed easement is necessary to provide electrical service to irrigation associated with the athletic fields improvements, and it is in the interest and benefit of the City of Bexley and public at large that the City grant the donation of such an Easement;

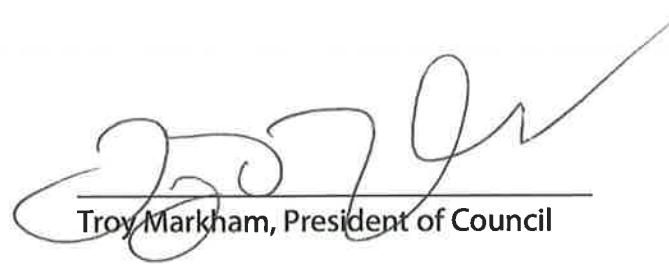
**NOW THEREFORE, BE IT ORDAINED** by the Council of the City of Bexley, County of Franklin, State of Ohio, that:

**Section 1.** The City of Bexley grants the Easement attached hereto as Exhibit A.

**Section 2.** The Mayor is authorized to do all acts and to execute all agreements and instruments appropriate or necessary to facilitate and carry out the donation and acceptance of the property and property interests identified in this ordinance, and to make any minor modifications to the instruments attached to this ordinance that are necessary to carry out the intent of this ordinance and the recording of the deed and easements.

**Section 3.** This Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public health, peace, safety and shall go into full force and effect upon the approval of the Mayor.

Passed May 10, 2022

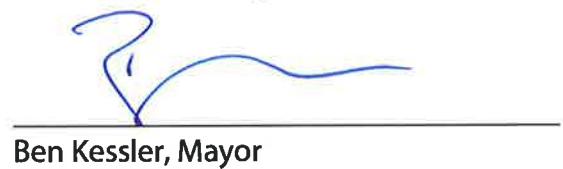


Troy Markham, President of Council

Attest: Matt McPeek

Matt McPeek, Clerk of Council

Approved: May 10, 2022



Ben Kessler, Mayor

First Reading: May 10, 2022

Second Reading: Suspended

Third Reading: Suspended

Passed:

Original Mailed to AEP

5-20-22

**EXHIBIT A**



An AEP Company

BOUNDLESS ENERGY

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

**Easement & Right of Way**

**THE COUNCIL OF THE VILLAGE OF BEXLEY, n.k.a., CITY OF BEXLEY**, an Ohio municipal corporation, "Grantor", 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 underground, in, on, through and across the following described lands situated in the State of Ohio, County of Franklin, City of Bexley. Being part of Columbus Common in BULLITT PARK, as the same is delineated upon the recorded plat thereof, of record in Plat Book 4, Page 416, Recorder's Office, Franklin County, Ohio, as further described in Ordinance No. 24 as adopted by the Council of the Village of Bexley on October 24, 1911 (Parcel #020-000813-00).

**Said lines and facilities shall be constructed within a certain strip of land twenty (20) feet in width, the centerline being the facilities as installed. 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 or remove utility facilities and relocate within the Easement, all necessary and convenient facilities which include but are not limited to: conductors, conduits, enclosures, grounding systems, foundations, manholes, 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, pavement, 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, 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, nor 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.

*(REMAINDER OF PAGE INTENTIONALLY BLANK. ACKNOWLEDGEMENTS TO FOLLOW)*



WITNESS, Grantor signed this Easement on the 16 day of May, 2022.

**THE COUNCIL OF THE VILLAGE OF BEXLEY,  
n.k.a., CITY OF BEXLEY,  
an Ohio municipal corporation**

By:

Print Name: Ben Kessler

Title: Mayor

STATE OF Ohio, }  
COUNTY OF Franklin }

The foregoing instrument was acknowledged before me this 16 day of May, 2022, by Ben Kessler (Name), \_\_\_\_\_ (Title of Officer) of **THE COUNCIL OF THE VILLAGE OF BEXLEY, n.k.a., CITY OF BEXLEY**, an Ohio municipal corporation.



Natalie M Vawter  
Notary Public - State of Ohio  
My Commission Expires 1-17-2023

Notary Public  
My Commission Expires \_\_\_\_\_

Easement prepared by Ohio Power Company MJS & MIW  
Address: Commonwealth Park N, Bexley, OH Dwg. No. 81549396  
*CALL BEFORE YOU DIG !!!*

W003496501