



TO: Laurie Jadwin, Mayor
Members of Council
City Attorney

FROM: Jeff Barr, Director, Department of Parks & Recreation

DATE: January 8, 2020

RE: Parks & Recreation - Report to Council for Monday, January 13, 2020

ACTION ITEM #1 – Ohio Power Company Cell Tower Easement

Requesting an Ordinance to authorize the Mayor to enter into an easement and right of way agreement with Ohio Power Company for electric and other current/future energy or communication purposes at 220 Olde Ridenour Rd., Gahanna.

ACTION ITEM #2 – Ohio Power Company Cell Tower Easement

Requesting an Ordinance to authorize the Mayor to enter into an easement and right of way agreement with Ohio Power Company for electric and other current/future energy or communication purposes at 1201 Cherry Bottom Rd., Gahanna.



Eas. _____

Easement & Right of Way

CITY OF GAHANNA, 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 County of Franklin, State of Ohio, Township of Mifflin. Being part of Lot Number Seven (7) of JOHN F. CONROY HEIRS’ SUBDIVISION, as numbered and delineated upon the recorded plat thereof, of record in Plat Book No. 19, page 34, Recorder’s Office, Franklin County, Ohio and further described in Instrument Number 19546G12 and Instrument Number 19601D09 of the Franklin County Recorder's Office (Parcel # 025-004341-00).

Said lines and facilities shall be constructed within a certain strip of land ten (10) 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.

WITNESS, Grantor signed this Easement on the ____ day of _____, 2019.

CITY OF GAHANNA,
an Ohio Municipal Corporation

By: _____

Print Name: _____

Title: _____

STATE OF _____, }

COUNTY OF _____ }

The foregoing instrument was acknowledged before me this ____ day of _____, 2019,
by _____ (Name), _____ (Title of Officer)
of **CITY OF GAHANNA**, an Ohio Municipal Corporation.

Notary Public
My Commission Expires _____

Easement prepared by Ohio Power Company MIW

Address: 220 Olde Ridenour Road, Gahanna, OH 43230

Dwg. No. 74503997

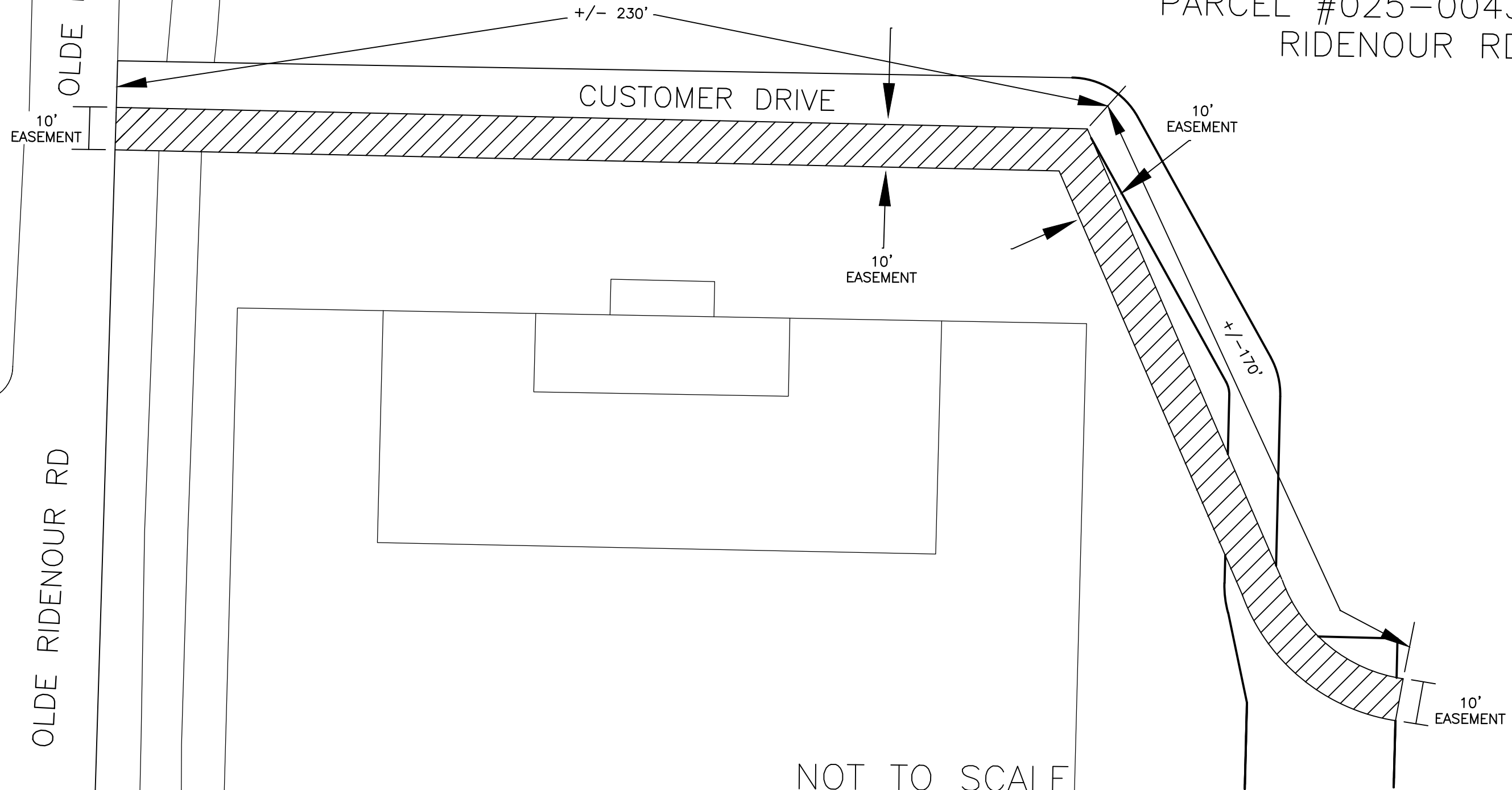
W003156801

CALL BEFORE YOU DIG !!!

EXHIBIT A



CITY OF GAHANNA
PARCEL #025-004341-00
RIDENOUR RD



NOT TO SCALE



OHIO POWER COMPANY

DRAWN BY: *T. MITCHELL*

COUNTY: *FRANKLIN*

CITY/TWP: *MIFFLIN*

STATE: *OHIO*

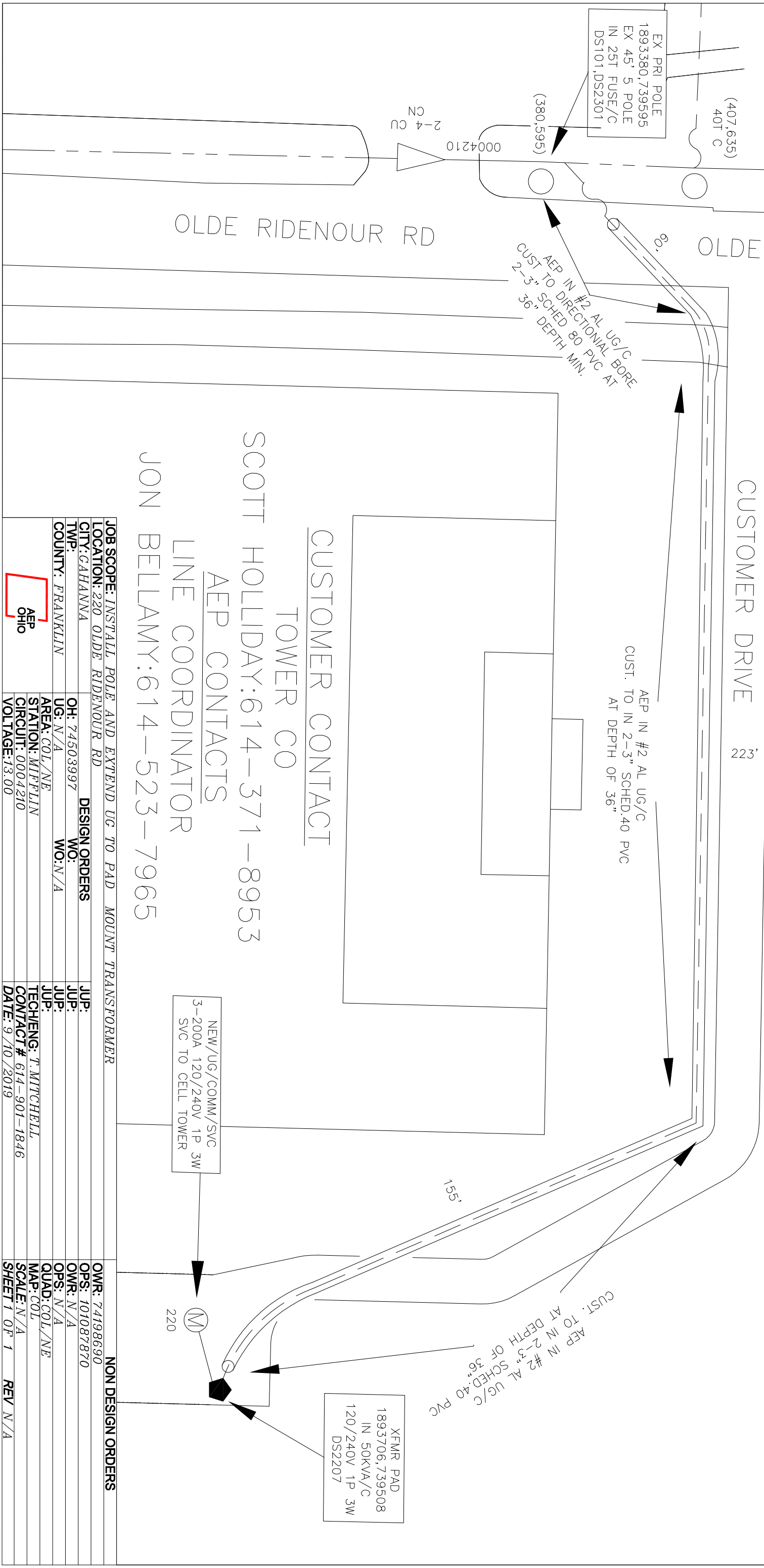
PAGE # *1 OF 1*

WR# *74503997*

DATE: *9 / 10 / 2019*

SCALE: *NTS*

NOTE.



JOB SCOPE: INSTALL POLE AND EXTEND UG TO PAD MOUNT TRANSFORMER			NON DESIGN ORDERS	
LOCATION: 220 OLDE RIDENOUR RD			OWR: 74198690	
CITY: CAHANNA			OPS: 101087870	
TWP:			OWR: N/A	
OH: 74503997			OPS: N/A	
COUNTY: FRANKLIN			QUAD: COL/NE	
UG: N/A			MAP: COL	
WO: N/A			SCALE: N/A	
AREA: COL/NE			SHEET 1 OF 1	
STATION: MTF/LIN			REV N/A	
CIRCUIT: 0004210				
VOLTAGE: 13.00				
DATE: 9/10/2019				



Eas. _____

Easement & Right of Way

CITY OF GAHANNA, a.k.a., CITY OF GAHANNA, OHIO, an Ohio municipal corporation, "Grantor", in consideration of \$1.00, the easement terms, and other good and valuable consideration from the Ohio Power Company, an Ohio corporation and a unit of American Electric Power, 700 Morrison Road, Gahanna, Ohio 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 the State of Ohio, County of Franklin, City of Gahanna, Quarter Township 1, Township 1, Range 17, United States Military Lands. Being part of a 1.27 acre tract of land, part of a 28-1/2 acre tract of land and part of Reserve "B" (8.793 acres) as delineated on the recorded plat of Woodside Green Section No. 2 of Record in Plat Book 53, pages 54, 55 and 56, Recorder's Office, Franklin County, Ohio and as further described in Instrument Number 200010240215752, Instrument Number 19672B15, and Instrument Number 00753A13 of the Franklin County Recorder's Office (Parcel # 025-004345-00, Parcel # 025-004276-00 & Parcel # 025-005784-00).

Said lines and facilities shall be constructed within the limits of certain strips of land. The dimensions of which are shown on the attached drawing marked Exhibit "A" and made a part hereof.

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.

(REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

WITNESS, Grantor signed this Easement on the ____ day of _____, 2019.

**CITY OF GAHANNA, a.k.a.,
CITY OF GAHANNA, OHIO,**
an Ohio municipal corporation

By: _____

Print Name: _____

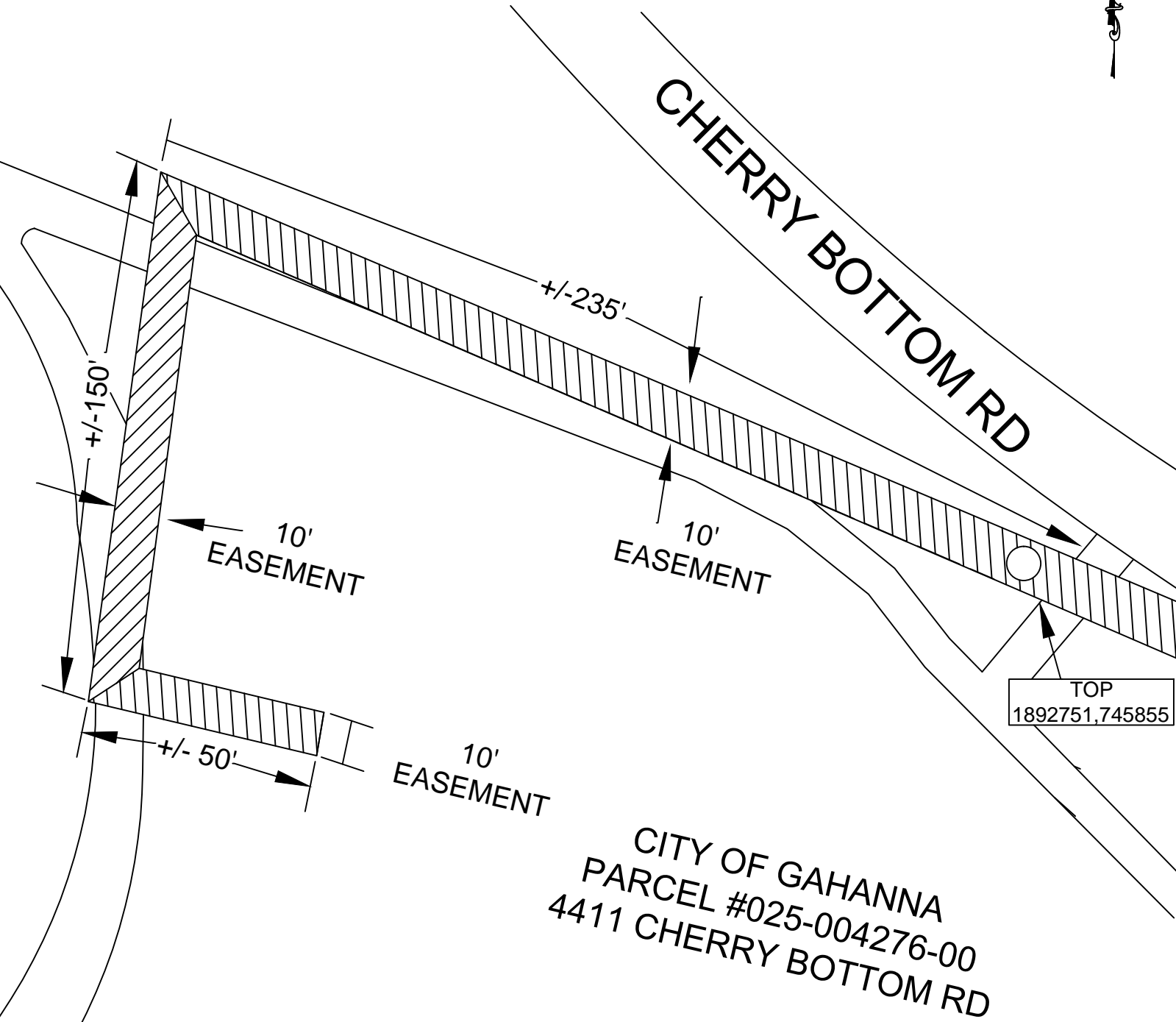
Title: _____

STATE OF OHIO, }
COUNTY OF _____ }

The foregoing instrument was acknowledged before me this ____ day of _____, 2019,
by _____ (Name), _____ (Title of Officer)
of the **CITY OF GAHANNA, a.k.a., CITY OF GAHANNA, OHIO**, an Ohio municipal corporation.

Notary Public
My Commission Expires_____

EXHIBIT A



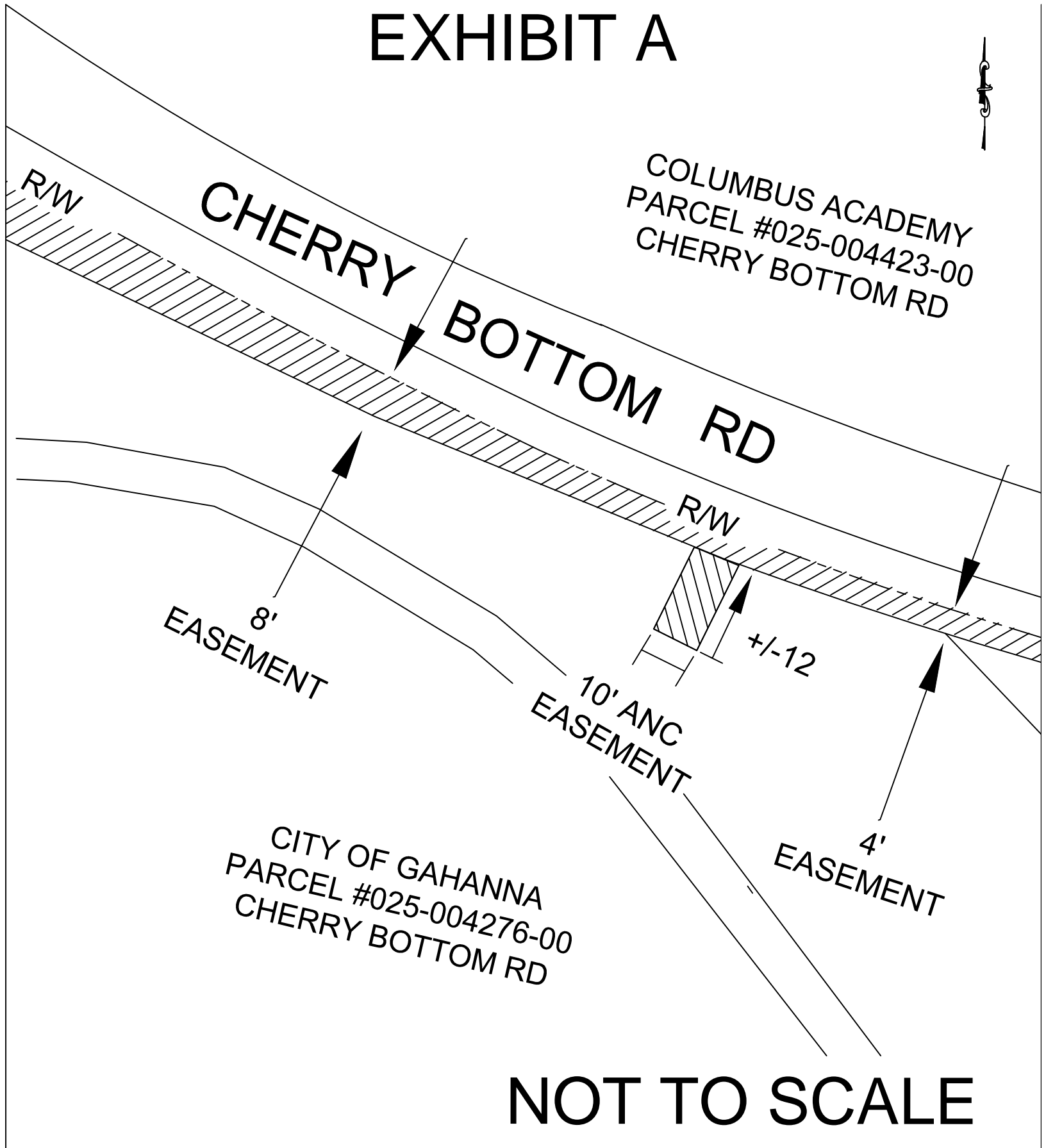
NOT TO SCALE



OHIO POWER COMPANY

DRAWN BY: T.MITCHELL		PAGE: 1 OF 4
COUNTY: FRANKLIN	WR# 72926442	
CITY/TWP: GAHANNA	DATE: 06/04/19	
STATE: OHIO	SCALE: NTS	

EXHIBIT A



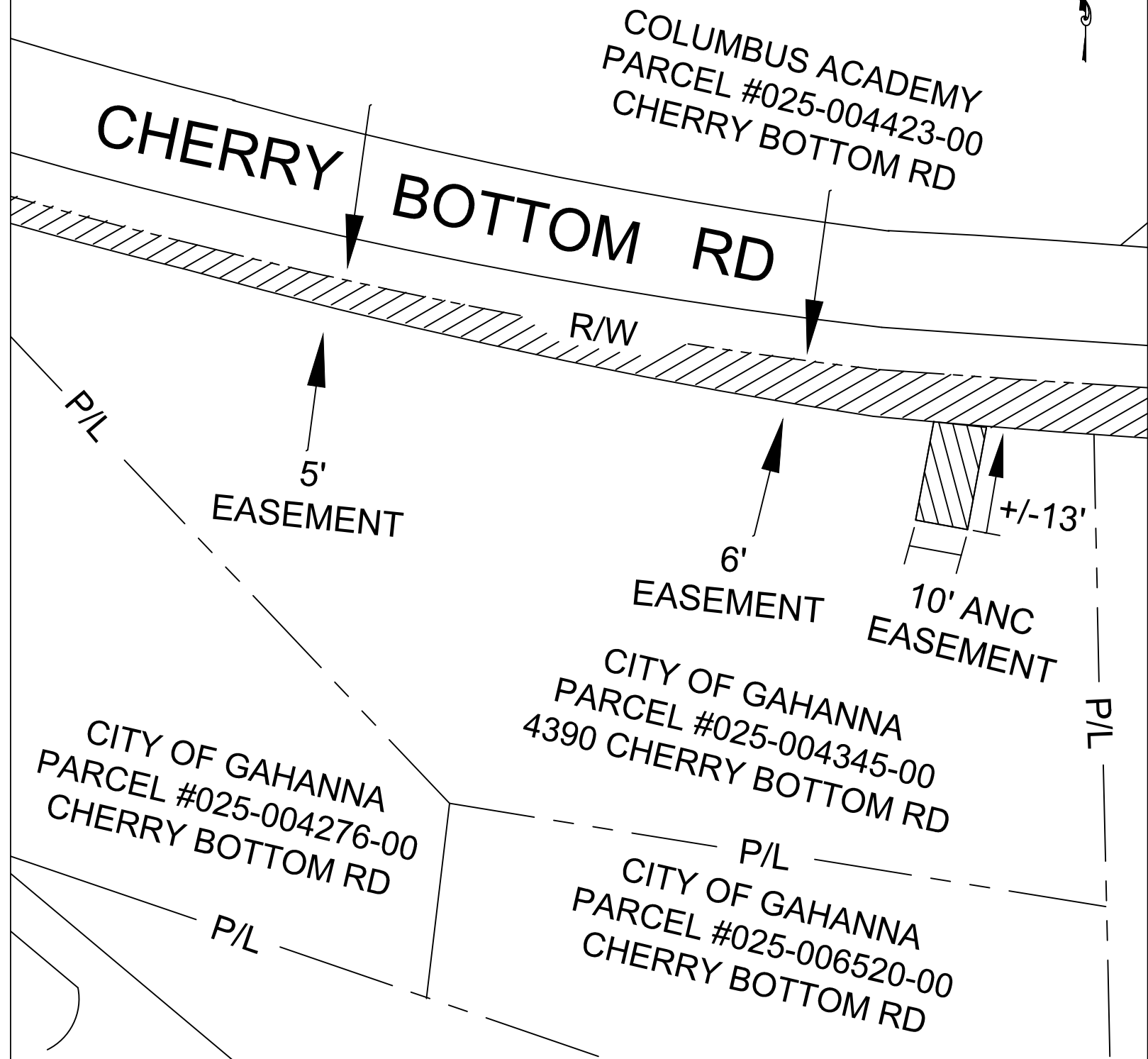
NOT TO SCALE



OHIO POWER COMPANY

DRAWN BY: T.MITCHELL		PAGE: 2 OF 4
COUNTY: FRANKLIN	WR# 72926442	
CITY/TWP: GAHANNA	DATE: 06/04/19	
STATE: OHIO	SCALE: NTS	

EXHIBIT A



NOT TO SCALE



OHIO POWER COMPANY

DRAWN BY: T.MITCHELL

PAGE: 3 OF 4

COUNTY: FRANKLIN

WR# 72926442

CITY/TWP: GAHANNA

DATE: 06/04/19

STATE: OHIO

SCALE: NTS

EXHIBIT A



P/L

P/L

10' ANC/STUB
POLE
EASEMENT

+/-25'

COLUMBUS ACADEMY
PARCEL #025-007874-00
CHERRY BOTTOM RD

CHERRY BOTTOM RD

R/W

7'

EASEMENT

TOP

1893249,745694

P/L

R/W

CITY OF GAHANNA
PARCEL #025-005784-00
CHERRY BOTTOM RD

MARK S WARD
PARCEL #025-004303-00
CHERRY BOTTOM RD

P/L

NOT TO SCALE



OHIO POWER COMPANY

DRAWN BY: T.MITCHELL

PAGE: 4 OF 4

COUNTY: FRANKLIN

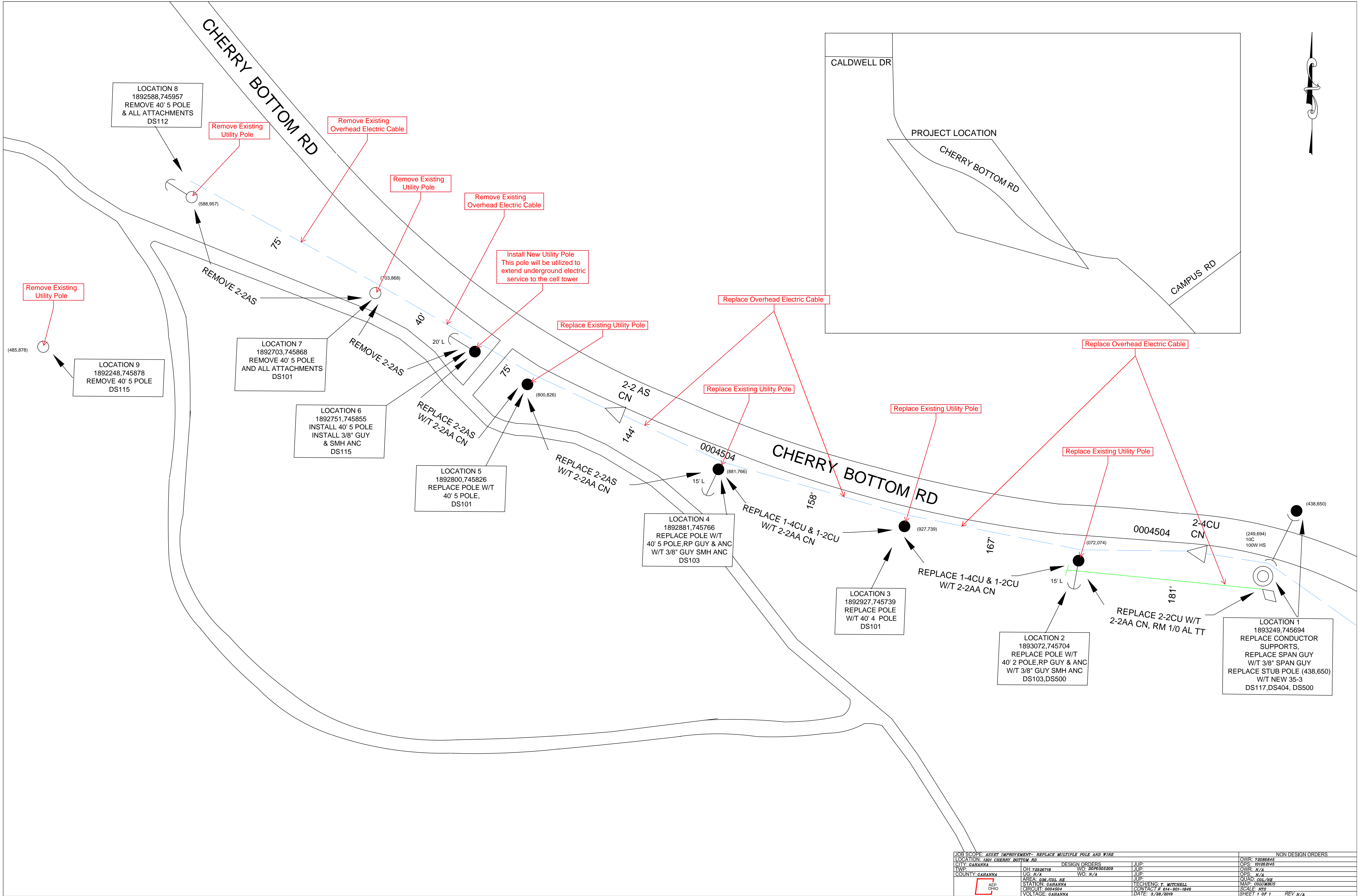
WR# 72926442

CITY/TWP: GAHANNA

DATE: 06/04/19

STATE: OHIO

SCALE: NTS



JOB SCOPE: ASSET IMPROVEMENT- REPLACE MULTIPLE POLE AND WIRE				NON DESIGN ORDERS	
LOCATION: 1201 CHERRY BOTTOM RD				OWR: 72086445	
CITY: CAHANNA	DESIGN ORDERS		JUP:	OPS: 101262145	
TWP:	OH: 72828718	WO: D0P305209	JUP:	OWR: N/A	
COUNTY: CAHANNA	US: N/A	WO: N/A	JUP:	OPS: N/A	
	AREA: 636 COL NR		JUP:	QUAD: COL/NR	
	STATION: CAHANNA		TECHENG T. MITCHELL	MAP: COL/NR	
	CIRCUIT: 0004504		CONTACT # 614-901-1846	SCALE: NTS	
	VOLTAGE: CAHANNA		DATE: 3/28/2019	SHEET 1 OF 1 REV N/A	