

ORDINANCE NO. 49-80

BY: Charles Thomas Wood

To authorize the Mayor to execute a deed of easement to the Columbus and Southern Ohio Electric Company and to declare an emergency.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF BEXLEY, OHIO:

Section 1: That the Mayor, on behalf of the City of Bexley, Ohio, be and he hereby is authorized and directed to execute easements to the Columbus and Southern Ohio Electric Company, in the following form and for the easement therein described:

"EASEMENT"

In consideration of the sum of One Dollar (\$1.00), the receipt whereof is hereby acknowledged, the Grantor, City of Bexley, Ohio, a municipal corporation, do hereby grant unto COLUMBUS AND SOUTHERN OHIO ELECTRIC COMPANY, its successors, assigns, lessors and licensees (hereinafter called the Company), so long as the same may be used for the purposes herein contemplated, the right and easement to construct, reconstruct, enlarge, repair, replace, remove, operate and maintain facilities, whether pole or underground, for the transmission and distribution of electric energy, together with all such facilities, including poles, wires, guys, guy stubs, conduits, manholes, fixtures and appurtenances, as it may require or deem proper therefor, and for the attachment and carrying of the wires and cables of other companies using energy in the conduct of their business, upon, across, in, over and/or under the property and/or the highway, crossing the property situated in the City of Bexley, County of Franklin and State of Ohio, and known as Part of Lot 8, as the same is more particularly described in the deed dated 31 January, 1948 from Clara Corbett to the City of Bexley and recorded in Deed Book 1419, Page 177, Record of Deeds in Recorder's office, Franklin County, Ohio. Being part of Lot 8 of George N. Tussings Subdivision as the same is numbered and delineated upon the recorded plat thereof, of record in Plat Book 51, Page 74, Franklin County Recorder's Office.

Said lines shall be constructed within the limits of a ten (10) foot wide strip of land, the centerline being described as follows: Beginning at a point on the south property line 13 feet west from the southeast property corner; thence, crossing the subject property in a northeasterly direction for a distance of approximately 176 feet and terminating at a point on the east property line. Said terminus point being 174 feet north from the southeast property corner.

In the case of underground services, the Company is hereby granted the right and easement to install the necessary service facilities, which shall remain the property of the Company, from its distribution feeder lines, in such location or locations as may be necessary to serve with electric energy the building or buildings, existing or to be constructed on the subject property or lots.

If at any time the Company is required by the State Highway Department or any other governmental authority having control over said highway to relocate any or all of the facilities of said line, then the Company may and is hereby granted the right to relocate said facilities along the highways as it now exists or may hereafter exist.

Said easement includes the right to trim any trees or shrubbery, which may hereafter interfere with the construction, reconstruction, operation and/or maintenance of said line, within the limits of the easement and within the limits of a strip of land five feet in width on each side, adjacent and parallel to the easement and to trim or cut, any trees or shrubbery that now interfere with the construction or reconstruction of said line.

The Company hereby agrees to pay for damages to the stock, crops, fences, or structures of the Grantor(s), done by the Company or its employees while engaged in the construction or maintenance of said transmission line.

The Company shall have the right of ingress to and egress from the site occupied or to be occupied by said line and appurtenances, and the right to do any and all things necessary, proper or incidental to the successful operation and maintenance thereof. It is specially provided, however, that the facilities of said lines shall be so located as not to interfere with the undersigned's ingress to and egress from said property, and the Grantor(s) shall have the right to use said right-of-way and easement for purposes not inconsistent with Grantee's full enjoyment of the rights hereby granted."

Section 2: That this ordinance is an emergency measure necessary for the immediate preservation of the public peace, health and safety and shall go into effect upon its passage and approval by the Mayor.

Passed: Nov 25, 1980

Attest:

John Harkyn
Clerk of Council

John H. Coffenberg
President of Council

Approved: Nov. 25, 1980

David H. Madison
David H. Madison, Mayor

1st reading. Nov 25, 1980

Suspended and adopted

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in the City of Bexley, County of Franklin and State of Ohio, and known as Part of Lot 8 ~~as more particularly described~~, as the same is more particularly described in the deed dated 31 Jan., 1948 from Clara Corbett to City of Bexley

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2242 EAST MAIN STREET

WITNESS my hand this 25th day of NOVEMBER, 1950.
Signed and acknowledged in the presence of:

William W. Bellamy
David H. Bradsher

BY: David H. Madison
TITLE: Mayor

STATE OF Ohio COUNTY, SS: Franklin

Before me, a Notary Public in and for said county and state, personally appeared the above named DAVID H. MADISON, THE Mayor of THE CITY OF BEXLEY, OHIO who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed. as prescribed by Ordinance #4-50, City of Bexley
IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal this 25th day of November, 1950.

David H. Bradsher Notary Public
in and for Franklin County, Ohio

Commission expires Attorney At Law - My commission has no expiration date day of 19
80-6310-001 AHB 80-1212

STATE OF _____ COUNTY, SS:

Before me, a Notary Public in and for said county and state, personally appeared the above named

who acknowledged that.....did sign the foregoing instrument and that the same is.....free act and deed.

In WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal this.....
day of....., 19.....

..... Notary Public
in and for.....County,.....

Commission expires..... day of....., 19.....

STATE OF _____

.....COUNTY, SS:

Before me, a Notary Public in and for said county and state, personally appeared the above named

who acknowledged that.....did sign the foregoing instrument and that the same is.....free act and deed.

In WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal this.....
day of....., 19.....

..... Notary Public
in and for.....County,.....

Commission expires..... day of....., 19.....

(The above form of acknowledgment is to be used if the Grantors are individuals.)

Serial No.....	Recorder's File No.....	TO	Columbus and Southern Ohio Electric Company	Right of Way and Easement	Name.....	Address.....	Line.....	Township.....	County.....	Date.....	TRANSFER NOT NECESSARY	County Auditor.....	Rec'd for Record..... M....., 19.....	Record....., 19.....	In Volume..... Page.....	Recorder..... County, Ohio
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STATE OF _____

.....COUNTY, SS.

Personally came before me, this..... day of....., 19....., the above named

and..... and..... to me known to be the.....
and....., respectively of the above named corporation, and by me duly sworn, did severally
depose and say that they executed the foregoing instrument for and on behalf of said corporation as such officers,
being duly authorized to do so, and further did severally depose and say that they are such officers of said cor-
poration and that the seal affixed to said instrument is the seal of said corporation.

..... Notary Public in and for

..... County,

Commission expires..... day of....., 19.....

(This acknowledgment is to be executed if the Grantor is a corporation.)