

ORDINANCE NO. 2018-7


AN ORDINANCE GRANTING AN EASEMENT TO AMERICAN TRANSMISSION SYSTEMS INCORPORATED FOR LINES FOR THE TRANSMISSION AND DISTRIBUTION OF ELECTRIC CURRENT INCLUDING COMMUNICATION FACILITIES, UPON, OVER, UNDER, AND ACROSS PROPERTY WITHIN THE CITY OF HURON IDENTIFIED AS ORIGINAL LOT NUMBER 22, SECTION 2, PERMANENT PARCEL NUMBER 42-00120.000, AND DECLARING AN EMERGENCY

NOW, THEREFORE, BE IT ORDAINED, BY THE COUNCIL OF THE CITY OF HURON, OHIO:

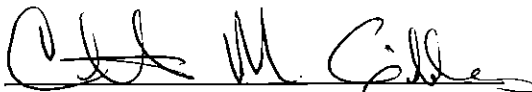
SECTION 1. That the City Manager be, and he hereby is, authorized and directed to grant an easement and right of way to American Transmission Systems Incorporated for transmission and distribution of electric current including communication facilities, upon, over, under, and across city property identified as Original Lot Number 22, Section 2, Parcel No. 42-00120.000, which easement shall be in substantially the form of Exhibit "A" attached hereto and made a part hereof.

SECTION 2. That this Council hereby finds and determines that all formal actions relative to the adoption of this Ordinance were taken in an open meeting of the Council and that all deliberations of this Council and of its committees, if any, which resulted in formal action, were taken in meetings open to the public in full compliance with applicable legal requirements, including O.R.C. § 121.22.

SECTION 3. This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and general welfare; and for the further reason to accommodate the impending timeline of associated with the construction of an electrical substation, wherefore, this Ordinance shall be in full force and effect from and immediately after its passage.



Brad Hartung, Mayor

ATTEST: 
Clerk of Council

ADOPTED: March 13, 2018

PARCEL 2

EASEMENT

KNOW ALL MEN BY THESE PRESENTS, That THE CITY OF HURON, an Ohio Municipality, the GRANTOR, claiming title by virtue of instrument recorded at Instrument Number 201710293, of the Erie County Records, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration received to my full satisfaction of AMERICAN TRANSMISSION SYSTEMS, INCORPORATED, an Ohio corporation, and OHIO EDISON COMPANY, an Ohio corporation, the GRANTEE(S), does hereby grant unto Grantee, its successors and assigns, an easement and right of way, together with the rights and privileges hereinafter set forth, for lines for the transmission and distribution of electric current, including communication facilities, upon, over, under and across the following described premises:

Situated in the City of Huron, County of Erie and State of Ohio, being part of Original Lot Number 22, Section 2, Permanent Parcel Number 42-00120.000.

The right of way referred to above is described on Exhibit "A" attached hereto and made a part hereof.

The easement and rights herein granted shall include the right to erect, inspect, operate, replace, remove, protect, relocate, repair, patrol, add to, and permanently maintain upon, over, under and along the above-described right of way across said premises all necessary structures, wires, and cables used for or in connection with the transmission and distribution of electric current, including communications, together with the rights to install any necessary guy wires, anchors and other usual fixtures and appurtenances within or adjacent to the right of way herein granted wherever necessary and the right of reasonable ingress and egress upon and across said premises for access to and from said right of way, together with the full authority and unqualified right to trim, remove, clear, keep clear, and otherwise control (by such methods as Grantee, in its sole judgment, may deem necessary or proper, including but not limited to the use of herbicides) any and all trees, underbrush, or other vegetation located within the right of way, that is not within the area currently being used for agricultural purposes. Grantee shall also have the full authority and right, in its sole discretion, to trim, remove, clear, keep clear, and otherwise control any or all trees or vegetation adjacent to said right of way, other than vegetation that is produced for agricultural purposes, that, in the opinion of Grantee, may interfere or threaten to interfere with the construction, operation, maintenance, or repair of Grantee's facilities or ingress or egress to, from, or along said right of way. Such trees include those that are dead, dying, diseased, structurally defective, leaning or significantly encroaching where the transmission conductor is a target and when a tree falls, it will fall or be within close proximity of the transmission conductor to potentially arc, strike or grow into it. Except as provided herein, Grantor reserves the right to use the lands encumbered by this Easement in any manner

that is not inconsistent with the rights granted to Grantee by this Easement and provided that said use does not violate the National Electrical Safety Code clearances. Grantor agrees that no building, obstruction or impediment of any kind shall be placed within said right of way or between said structures or beneath said wires. Grantee shall have the full authority and right, in its sole discretion, to remove, or to compel the removal, of any buildings or other structures within the right of way that, in the opinion of the Grantee, may interfere or threaten to interfere with the construction, operation, maintenance, or repair of Grantee's facilities or with ingress or egress to, from, or along the right of way. To the extent that any buildings or other structures within the right of way must be removed under the terms of the Easement, Grantor and its successors shall be solely responsible for the cost of removing said buildings or other structures from the right of way, and any damages arising therefrom.

The parties hereto acknowledge that any right of Grantee to trim, remove and/or clear any trees, underbrush, vegetation or other buildings or structures as set forth herein, does not create or place a duty upon Grantee to do so, or shift any duty that the Grantor owes to the Grantee, any third party and/or the general public.

The Grantee will repair or replace all fences, gates, lanes, driveways, drains and ditches damaged or destroyed by it on said premises or pay Grantor for all damages to fences, gates, lanes, driveways, drains and ditches on said premises caused by the construction or maintenance of said lines.

TO HAVE AND TO HOLD the said easement, rights and right of way and its appurtenances to said Grantee, and to its successors and assigns, forever, and the Grantor represents that it is the owner of the above-mentioned premises and has full power to convey the rights and easement herein granted, that the same are free and clear of all encumbrances and that he/she will warrant and defend the same against all lawful claims and demands whatsoever, except current taxes and assessments not yet due and payable, easements, restrictions and reservations of record, and zoning ordinances, if any.

(SIGNATURE PAGE FOLLOWS)

EXHIBIT A

Easement Area for an electric line crossing the lands of The City of Huron, (Parcel 2).

Situated in the City of Huron, County of Erie, State of Ohio, being part of Original Lot Number 22, Section 2, Permanent Parcel Number 42-00120.000.

A strip of land 60 feet wide, 30 feet on each side of a center line, which center line of right of way is described as follows:

The center line of right of way, being the center line of Grantee's proposed electric line, enters Grantor's premises from the limits of Rye Beach Road, at a point on the westerly property line of Grantor's premises, said point being, approximately 53 feet southerly from Grantor's northwest property corner, said northwest property corner being located on the easterly limits of said Rye Beach Road; thence from this point in a general easterly direction across Grantor's premises, approximately 123 feet to a point on Grantee's proposed substation structure.

This description prepared under the supervision of Clyde E. Cessna Jr. PS 7139.



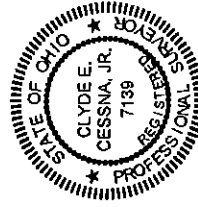
Clyde E. Cessna Jr. 2/22/18.



CITY OF HURON
 COUNTY OF ERIE
 STATE OF OHIO



1 inch = 60 ft.

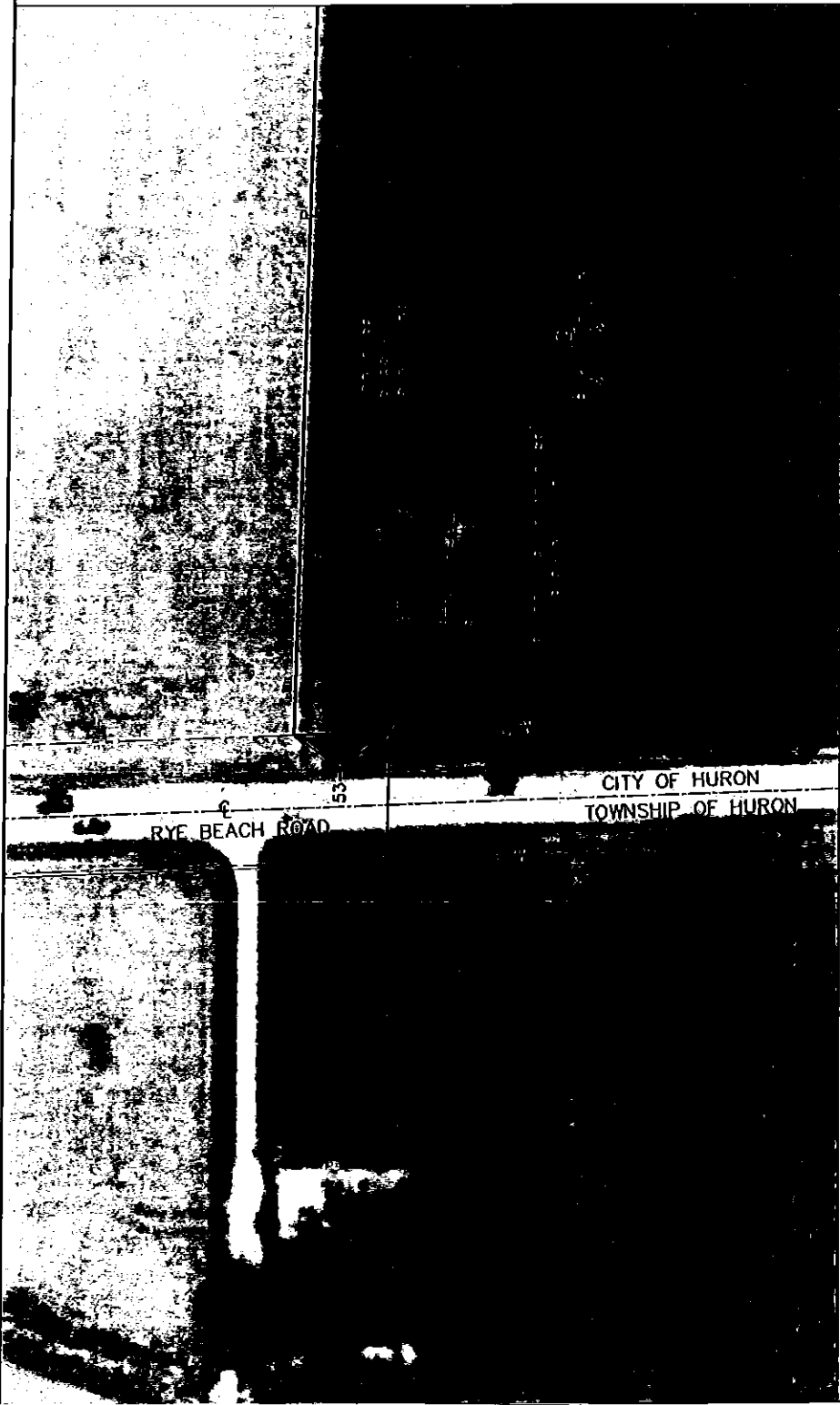


Clyde E. Cassady 2/23/18

PARCEL 2
 PERMANENT PARCEL NUMBER 12-00120.000
 GREENFIELD SHIPROCK 60KV
 HURON PUBLIC POWER SUBSTATION

APPROVED UNDER TRANSMISSION SYSTEMS RECONSTRUCTION HIGH-VOLTAGE WIRE DESIGN AND LANDS BY:
THE CITY OF HURON
 KNOWN AS BEING PART OF PERMANENT LOT NUMBER 23, SECTION 2, CITY OF HURON, COUNTY OF ERIE,
 STATE OF OHIO

FirstEnergy
 Transmission Division
 OPERATING CO. OHIO EDISON
 DWG NO. TY-2577-B
 SHEET REV.



LEGEND:
 - - - - - PROPERTY LINE
 - - - - - ROAD CENTERLINE
 - - - - - ROAD RIGHT OF WAY

EASEMENT DRAWING

DATE	2/2018	DATE	2/2018	DATE	2/2018	DATE	2/2018
DWG. NO.	TY-2577-B	PROJECT NO.	15532635	SCALE	1"=60'	ISSUE DATE:	
REV.		DATE		BY		<input type="checkbox"/> CONSTRUCTION	
REFERENCE						<input type="checkbox"/> AS BUILT	
						<input type="checkbox"/> RECORD	