

**CITY OF HILLSBORO, OHIO  
RESOLUTION NO. 23-24**

**A RESOLUTION AUTHORIZING THE SAFETY AND SERVICE DIRECTOR TO ENTER INTO AN EASEMENT AGREEMENT WITH AEP ON REAL PROPERTY OWNED BY THE CITY OF HILLSBORO**

**WHEREAS**, AEP desires an 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 City of Hillsboro, Highland County, Ohio, and being part of V.M.S. Nos. 2353 and 2480, and being a part of Out-Lot No. 23 of the Original Town Plat, recorded in Plat Book 01, Page 02. Being part of an 18.956 acre tract of land as described in Official Records Volume 151, Page 865 of the Highland County Recorder's Office (Auditor's Parcel # 25-37-001-001.01), as depicted in "Exhibit A", as attached hereto and incorporated herein by reference.

**WHEREAS**, it is in the interest of the public health, safety, morals, and general welfare of the citizens of the City of Hillsboro that the Safety and Service Director be authorized to enter into an Easement Agreement with AEP.

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF HILLSBORO, STATE OF OHIO, WITH A MAJORITY OF ALL COUNCIL MEMBERS CONCURRING THAT:**

**SECTION 1:** The Safety and Service Director is hereby authorized to enter into an Easement Agreement with AEP, as recited in "Exhibit A", contingent upon AEP paying the City \$3,610.00 for said easement.

**SECTION 2:** That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal actions were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

**SECTION 3:** This Ordinance shall become effective at the earliest date allowed by law.

Passed this 13<sup>th</sup> day of JULY, 2023.

  
Tom Eichinger, Council President

Attest:   
Whitney Aliff, Clerk of Council

Approved:   
Justin Harsha, Mayor

Date: 7/13/2023

Prepared by the City Law Director.

1st Reading 5/11/23  
2nd Reading 6/15/23  
3rd Reading 7/13/23



An AEP Company

BOUNDLESS ENERGY™

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

### Easement & Right of Way

**The City of Hillsboro, Ohio, by Brianne Abbott, Safety and Service Director,** "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 43230-6605, "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 City of Hillsboro, Highland County, Ohio, and being part of V.M.S. Nos. 2353 and 2480, and being a part of Out-Lot No. 23 of the Original Town Plat, recorded in Plat Book 01, Page 02. Being part of an 18.956 acre tract of land as described in Official Records Volume 151, Page 865 of the Highland County Recorder's Office (Auditor's Parcel # 25-37-001-001.01).

Said lines and facilities shall be constructed within the limits of a certain strip(s) 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.

WITNESS, Grantor(s) signed this Easement on the 14th day of August, 2023.

By: Brianne Abbott  
**Brianne Abbott, Safety and Service Director**

STATE OF Ohio }  
COUNTY OF Highland }

On this 14th day of August, 2023, before me, the undersigned officer, personally appeared **Brianne Abbott**, who acknowledges herself as a **Safety and Service Director of the City of Hillsboro**, and that she as such **Safety and Service Director**, being authorized to do so, executed the foregoing instrument for the purpose therein contained by signing the name of the company by herself as a **Safety and Service Director**.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



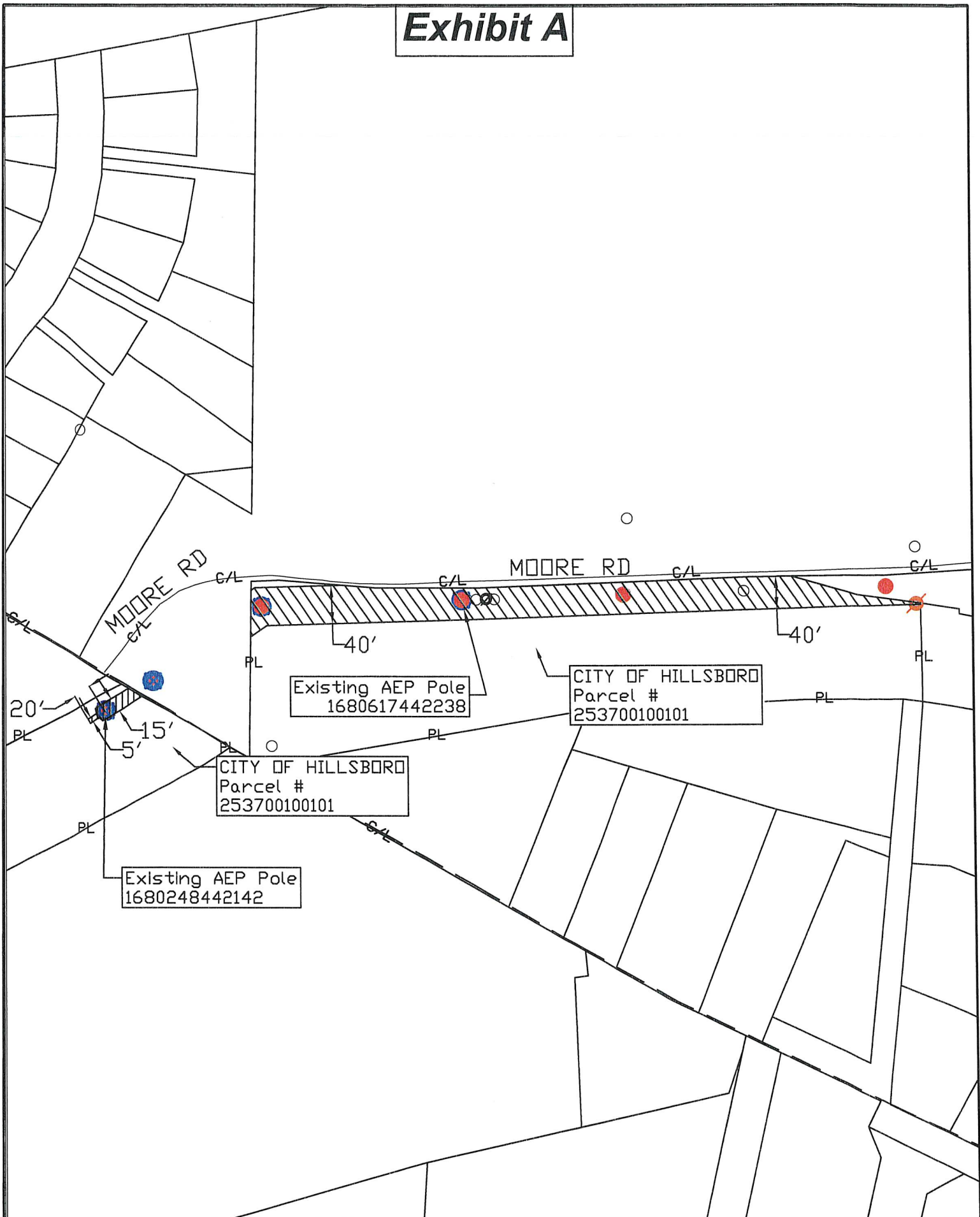
Whitney Aliff  
Notary Public, State of Ohio  
My Commission Expires:  
01/25/2026

Whitney Aliff  
Notary Public  
Whitney Aliff  
Printed Name  
My Commission Expires 01/25/2026

Easement prepared by Ohio Power Company BDA/Halo/Adam M. Hall/AMH  
Address: West Street; Moore Road, Hillsboro, OH 45133  
WO: WO03603601 WR: 82834592

CALL BEFORE YOU DIG!!!  
Dwg: Exhibit A  
Easement \_\_\_\_\_

# Exhibit A



State Route 124 Rebuild - 0.902 Miles

**AMERICAN  
ELECTRIC  
POWER**



CITY, STATE: HILLSBORO, OH  
COUNTY: HIGHLAND TWP: LIBERTY



W08

NOT TO SCALE

WR# 82834592

SHEET	TOTAL	REVISION
1	1	

AEP EASEMENT



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**EASEMENT PAYMENT AGREEMENT**

**OWNERS/GRANTORS NAME:** The City of Hillsboro, Ohio, by Brianne Abbott, Safety and Service Director

**MAILING ADDRESS:** 130 North High Street, Hillsboro, OH 45133

**PARCEL ID:** 25-37-001-001.01

Grantors/Owners of the above-mentioned property hereby agrees to \$3,610.00 as full compensation for the granting of an easement and right of way granted on 8/14/23 (date).

Signed on August 14, 2023

**OWNERS/GRANTORS**

Sign Name: Brianne G. Abbott

Accepted on August 14, 2023

**OHIO POWER COMPANY, hereby agrees to forward the payment of \$3,610.00 to the above signed grantors within Ninety (90) business days of the granting of the easement.**

By: \_\_\_\_\_

Agent Name: **Adam M. Hall**, Halo Land Management, on Behalf of Ohio Power Company  
700 Morrison Road  
Gahanna, Ohio 43230

FOR INTERNAL USE ONLY  
WORK ORDER # WO03603601

WR# 82834592





An AEP Company

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### TREE REMOVAL PAYMENT AGREEMENT

Whereas, this agreement is entered into this 14th day of August, 2023, by the **City of Hillsboro, Ohio, by Brianne Abbott, Safety and Service Director**, (hereinafter referred to as "Grantor"), and **Ohio Power Company** (hereinafter referred to as AEP Ohio).

Therefore, Grantor owns land situated at West Street; Moore Road, Hillsboro, OH 45133, AEP Ohio agrees to pay the **City of Hillsboro, Ohio, by Brianne Abbott, Safety and Service Director**, a sum of **\$500.00** in damages for permitting the removal and/or trimming of trees and brush as described below:

**Location of Property:** West Street; Moore Road, Hillsboro, OH 45133  
**Parcel ID #** 25-37-001-001.01

**Description of Work:** Trees that are in or on edge of easement may be trimmed or removed; if removed, cut as close to ground level as reasonably possible.

**Special Instruction or Additional Work:** AEP Ohio will remove all trimmings, trees that have been cut, and other debris from the tree work from the Grantor's properties upon verbal request from the Grantor.

I, the undersigned, understand the above-described work shall be performed on my property. This work is necessary to obtain required clearance between trees and brush and the electric lines in order to provide safe, reliable electric service. In addition, it is understood and agreed upon any future trees planted within the existing easement of record, and any overgrowth of said future trees that shall impede into the overhead facilities shall be subject to trimming, and, or, removal. It is also understood and agreed upon, that an independent contractor will perform the work for American Electric Power (AEP Ohio) and without expense to the property owner.

Agreed to the above: Date 8/14/2023

**OHIO POWER COMPANY**, hereby agrees to forward the payment of \$500.00 to the above signed grantors within 90 business days after trees are cut.

Signature: Brianne Abbott

By: Brianne Abbott, Safety and Service Director

**Ohio Power Company/or Representative**

By: \_\_\_\_\_

Halo Land Management  
WO Number: WO03603601

Printed Name: Adam M. Hall  
Date: \_\_\_\_\_

WR Number: 82834592