

**CITY OF HILLSBORO, OHIO  
RESOLUTION NO. 24-29**

**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 underground, in, on, through and across the following described lands situated in the City of Hillsboro, Highland County, Ohio, being part of a 69.286 acre tract of land as described in Official Records Volume 1003 Page 4742 of the Highland Recorder's Office (Parcel # 25-10-000-144.00), 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.

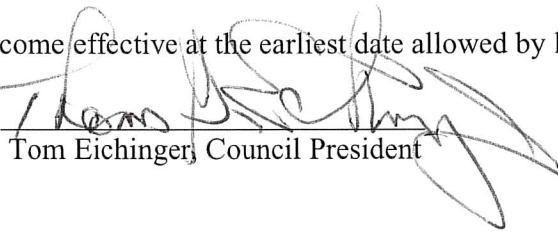
**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF HILLSBORO, STATE OF OHIO, WITH A MAJORITY OF ALL COUNCIL MEMBERS CONCURRING THAT:**

**SECTION 1:** The Safety and Service Director is hereby authorized to enter into an Easement Agreement with AEP, as recited in "Exhibit A".

**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 12 day of September, 2024.

  
Tom Eichinger, Council President

Attest:

  
Whitney Aliff, Clerk of Council

  
Lauren Walker-Protem

Approved:

  
Justin Harsha, Mayor

Date: 9/12/2024

Prepared by the City Law Director.



An **AEP** Company

BOUNDLESS ENERGY™

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

### Easement & Right of Way

**City of Hillsboro**, "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**, "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 City of Hillsboro, Highland County, Ohio, and being part of V.M.S. No. 2319. Being part of a 69.286 acre tract of land as described in Official Records Volume 1003 Page 4742 of the Highland Recorder's Office (Parcel # 25-10-000-144.00).

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 or remove utility facilities and relocate within the Easement, all necessary and convenient facilities which include but are not limited to: conductors, conduits, enclosures, transformers, 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(s) signed this Easement on the 12 day of September, 2024.

**City of Hillsboro**

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

Name: **Justin Harsha**

Title: **Mayor**

STATE OF Ohio, }

COUNTY OF Highland }

On this, the 12 day of September, 2024, before me, the undersigned officer, personally appeared **Justin Harsha**, who acknowledged himself to be the **Mayor** of **City of Hillsboro** and that he as such, being authorized to do so, executed the foregoing instrument for the purpose therein contained by signing, by himself as **Mayor**.

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



Sasha Myers  
Notary Public, State of Ohio  
My Commission Expires:  
01/06/2028

\_\_\_\_\_  
Notary Public

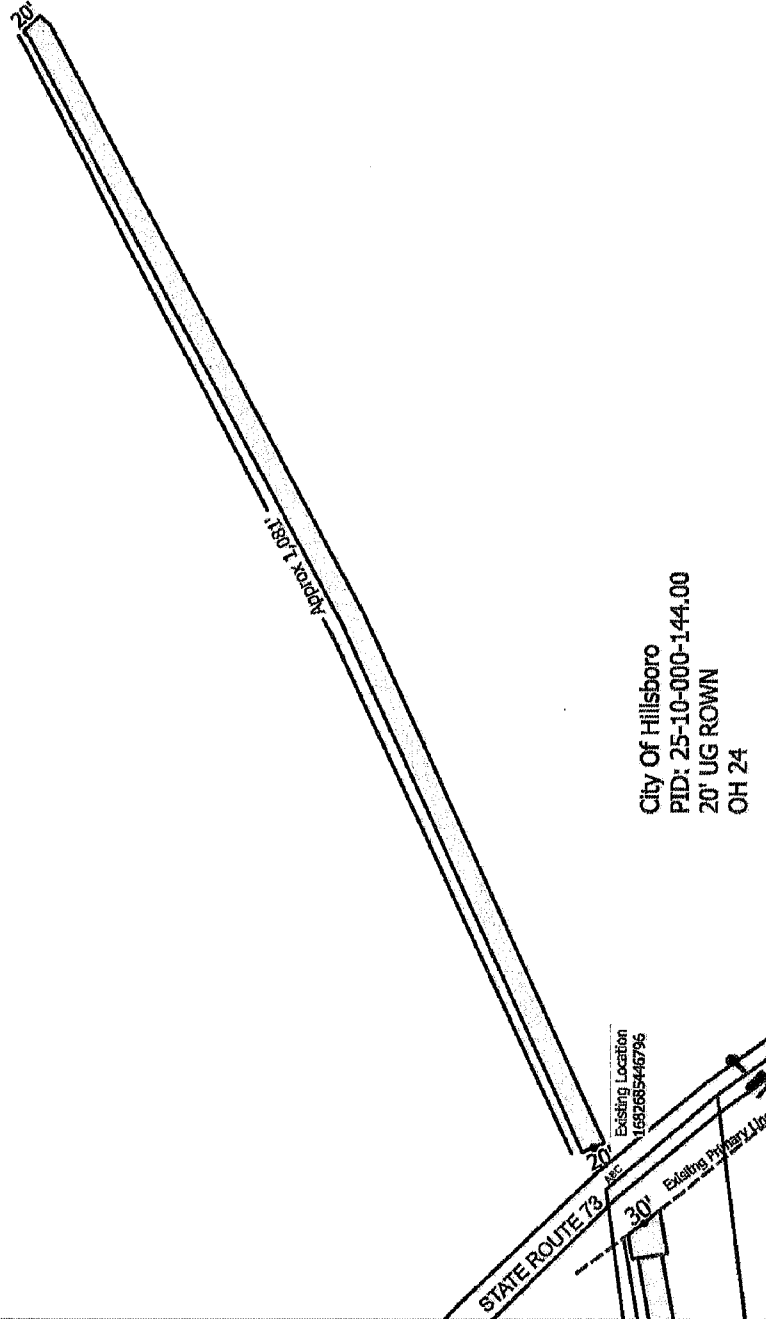
Sasha Myers  
Printed Name

My Commission Expires 1/6/2028

Easement prepared by Ohio Power Company BDA/Halo/Bob Yoder/BY  
Address: S.R. 73, Hillsboro, OH 45133  
WO: W003733901 WR: 87648287

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

"EXHIBIT A"



City Of Hillsboro  
PID: 25-10-000-144.00  
20' UG ROWN  
OH 24

Existing Location  
1692685446796

STATE ROUTE 73  
20' UG ROWN

Existing Primary Line  
30' UG ROWN

DRAWN BY: Hailey Gaus		WR#: 87648287
CITY/TWP: LIBERTY		SCALE: NTS
STATE: Ohio	COUNTY: HIGHLAND	DATE: 6/26/2024
OHIO POWER COMPANY		



An AEP Company

BOUNDLESS ENERGY™

## TREE REMOVAL TRIM AGREEMENT

**Whereas**, this agreement is entered into this 12 day of September, 2024, by **City of Hillsboro, by Justin Harsha, Mayor** (hereinafter referred to as "Grantor"), and Ohio Power Company (hereinafter referred to as AEP Ohio).

**Therefore**, Grantor owns land situated at S.R. 73, Hillsboro, OH 45133, Parcel ID# 25-10-000-144.00.

**Location of Property:** S.R. 73, Hillsboro, OH 45133

**Detailed Description of Work:** Clear cut all trees within the easement area.

### Special Instructions or additional work: (Notes for Forestry)

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. 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.

By: [Signature] Justin Harsha 9/12/2024  
Owner (Grantor) Signature Print Name Date

By: \_\_\_\_\_  
Owner (Grantor) Signature Print Name Date

### Ohio Power Company/or Representative

By: \_\_\_\_\_ Printed Name: Bob Yoder

Company Name: Halo Land Management Date: \_\_\_\_\_

Work Order Number W003733901 Work Request Number 87648287