

RECORD OF ORDINANCES

Ordinance

~~Resolution~~ No. 2022-59

Passed OCTOBER 5, 20 22

SPONSOR: STREETS COMMITTEE

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE AN EASEMENT WITH AMERICAN TRANSMISSION SYSTEMS, INCORPORATED AND OHIO EDISON COMPANY; AND DECLARING AN EMERGENCY

WHEREAS, to facilitate the installation of guy lines, anchors, appurtenances, and other usual electric and communications fixtures around and by the Village Cemetery and so as to interfere with the Village's quiet enjoyment and use of the same; and,

WHEREAS, under the conditions of an easement on and over Village property, which is attached as Exhibit A and fully incorporated herein ("Easement"), this Village Council finds that it is in the best interests of the health, safety, and welfare of the citizens of Mogadore in promoting the proper and safe installation of transmission lines and related fixtures; and,

WHEREAS, the grantees of the Easement shall remain responsible for the repair, replace and/or pay the Village for any driveways, drains, and ditches damaged or destroyed by the construction or maintenance of such guy wires, anchors, and appurtenances; and,

WHEREAS, no property owner shall be hurt by the Village executing the Easement; and,

WHEREAS, Village Council has determined that it is in the best interest of the Village of Mogadore to execute the attached and incorporated Easement.

NOW, THEREFORE, BE IT ORDAINED by the Council of the Village of Mogadore, Counties of Portage and Summit, State of Ohio:

SECTION 1: That Council hereby authorizes the Mayor to take all actions necessary to execute, effect and grant the Easement, which is attached hereto as Exhibit "A" and fully incorporated herein.

SECTION 2: That the factual findings and statements set forth in the recitals above are hereby adopted and incorporated herein.

SECTION 3: That it is found and determined that all formal actions of the Council relating to the adoption of this Ordinance were taken in a duly noticed open meeting of this Council and that all deliberations which resulted in formal action were taken in meetings open to the public, in full compliance with all applicable legal requirements, including Section 121.22 of the Ohio Revised Code.



9/20/22

RW No 2-020-014-01

EASEMENT

KNOW ALL MEN BY THESE PRESENTS, That, THE VILLAGE OF MOGADORE, the GRANTOR, claiming title by virtue of instruments recorded in Volume 3897, Page 328, and Reception Number 5414819 of the Summit County Records, for and in consideration of the sum of One Dollar (\$1.00) 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 company, collectively the GRANTEE, does hereby grant unto Grantee, its successors and assigns, an easement and right of way with the rights and privileges hereinafter set forth, upon, over, under and across the following described premises:

Situated in the Village of Mogadore known as being a part of original lot No. 13, Tract No. 8, formerly Springfield Township and is further known as being all of Out Lot. No. 3, in Halls Addition to the Village of Mogadore, as surveyed by F. Seward and recorded in Plat Book 1, Page 20, Summit County Records of Plats.

Easement will be for two (2), existing poles with guy wire(s)/anchor(s). Right of way being six feet (6') wide, with said guy wires extending in an easterly direction, not to exceed seven feet (7') east of the easterly limits of Gilchrist Road (a 60' public right of way).

Pole Location #1 is 149.5 feet south of the north Cemetery property line at the R/W (The south line of Gerring Brothers Properties, LLC property R.N. 56433210).

Pole Location #2 is 254.5 feet south of the north Cemetery property line at the R/W (The south line of Gerring Brothers Properties, LLC property R.N. 56433210).

The easement and rights herein granted shall include the right to erect, inspect, operate, replace, relocate, repair, patrol, add to, and permanently maintain upon, over, under and along the above-described right of way across said premises the necessary guy wires, anchors and other usual fixtures and appurtenances used for or in connection with the transmission and distribution of electric current, including communication facilities, and the right of reasonable ingress and egress upon, over 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) any and all trees, underbrush, or other vegetation located within the right of way. 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 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 the right of way. Such trees include those that are dead, dying, diseased, structurally defective or leaning.

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.

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 driveways, drains and ditches damaged or destroyed by it on said premises or pay Grantor for all damages to driveways, drains and ditches on said premises caused by the construction or maintenance of guy wires, anchors and appurtenances.

TO HAVE AND TO HOLD the said easement, rights and appurtenances to said Grantee, its successors and assigns, forever, and the Grantor represents that it is the lawful owner of said 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 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.

Acknowledged, The Village of Mogadore has executed this easement by its duly authorized officers as of

\_\_\_\_\_ 2022.

THE VILLAGE OF MOGADORE

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

\_\_\_\_\_  
(Printed Name)

STATE OF OHIO                    )  
  ) SS:  
COUNTY OF                        )

The foregoing instrument was acknowledged before me this     day of                    2022, by \_\_\_\_\_ on behalf of The Village of Mogadore

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

SEAL

This instrument prepared by American Transmission Systems, Incorporated