

**Upper Arlington Board of Education**  
**District Central Office – 1950 N. Mallway Dr**  
**July 16, 2019 – 12:10pm**  
**Special Board Meeting**

**CALL TO ORDER**

Members present: Ms. Stacey Royer, Mr. Scott McKenzie, Ms. Carol Mohr, Ms. Nancy Drees  
Absent: Ms. Robin Comfort

Administrative officials present: Dr. Paul W. Imhoff, Superintendent; Mr. Andrew Geistfeld, Treasurer;

**ROLL CALL**

**APPROVAL OF AGENDA**

Ms. Mohr moved, Mr. McKenzie seconded to approve the agenda **19-80**  
AYES: Ms. Drees, Mr. McKenzie, Ms. Mohr and Ms. Royer  
NAYS: None

**PLEDGE OF ALLEGIANCE**

**APPROVAL OF EASEMENT AND RIGHT OF WAY FOR GREENSVIEW ELEMENTARY SCHOOL – Exhibit IV-1**

The superintendent recommends the board approve the following item:

**Board of Education, Upper Arlington City School District, "Grantor",** 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, overhead and underground, in, on, over, through and across the following described lands situated in the State of Ohio, County of Franklin, and in the Township of Perry. Being part of a 9.00 acre tract of land as described in Deed Volume 1975, Page 485 of the Franklin County Recorder's Office (Parcel # 070- 009621-00).

**Said lines and facilities shall be constructed within a certain strip of land twenty (20) feet in width, the centerline being the facilities as installed. The approximate location of said easement is depicted on Exhibit A, attached hereto and incorporated herein.**

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.

Ms. Drees moved, Ms. Mohr seconded to approve the easement and right of way **19-81**  
AYES: Ms. Drees, Mr. McKenzie, Ms. Mohr and Ms. Royer  
NAYS: None

**MOTION TO GO INTO EXECUTIVE SESSION**

Mr. McKenzie moved, Ms. Drees seconded to go into executive session in accordance with ORC 121.22 (G) (1) **19-82**  
to consider the appointment of a public official at 12:13pm  
AYES: Ms. Drees, Mr. McKenzie, Ms. Mohr and Ms. Royer  
NAYS: None

The board returned to regular session at 1:13pm.

**ADJOURNMENT**

At 1:14pm Ms. Drees moved, Ms. Mohr seconded to adjourn. **19-83**  
AYES: Ms. Drees, Mr. McKenzie, Ms. Mohr and Ms. Royer  
NAYS: None

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Treasurer

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Board President