## **RECORD OF RESOLUTIONS**

BEAR GRAPHICS 800-325-8094 FORM NO. 30045 NM ber 3, 20 25 Resolution No. -VILLAGE OF WESTON, WOOD COUNTY, OHIO **RESOLUTION NO. 2025-18** RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE SETTLEMENT AGREEMENT AND RELEASE AND UTILITY EASEMENT, AND **DECLARING AN EMERGENCY** WHEREAS, the Village of Weston is a statutory village located in Wood County, Ohio, WHEREAS, the Village of Weston has powers of local self-government pursuant to Ohio Constitution Article XVIII, Section 3, and WHEREAS, the Village owns certain real property in Wood County, known as parcel X77-509-320000018000, (Property), and WHEREAS, AMP Transmission, LLC, (AMPT), is a public utility for electric transmission developing an electric power transmission project to construct a new 69 kV transmission line between the existing Deshler Bremer (North) Substation and the new First Energy Sand Ridge Substation located near Weston, (Project). The Project is identified as DESH-002, and WHEREAS, in order to complete the Project, AMPT requires a permanent easement and right-of-way upon the Property, and has presented an offer to purchase said easement and right-of-way and has presented to the Village said offer in the form of a Settlement Agreement and Release, (Agreement). NOW, THEREFORE, BE IT RESOLVED, by the Council of the Village of Weston, Wood County, Ohio, that: The attached Settlement Agreement and Release, with exhibits (collectively the Agreement) and Easement and Right of Way, with exhibits (collectively the Easement), are approved and the Mayor is hereby authorized to execute the Agreement and Easement on behalf of the Village, in forms substantially similar to the attached. Section 2. It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council and that all deliberations of this Council and of any other committees that results in such formal action 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 measure is an emergency measure necessary to the immediate preservation of the heath, safety and welfare of the Village and its residents, for the reason that safe, reliable electric service is required of the Village and its residents and immediate implementation of the Agreement and recording of the Easement will allow AMPT to complete the Project and ensure such services remain safe and reliable. Vote on Emergency: Abstain Vote On Resolution: Abstain HEREBY CERTIFY THIS TO BE A TRUE AND ACCU VILLAGE OF WESTON RESOLUTION NUMBER AND THAT THERE IS NO NEWSPAPER PUBLI OF WESTON, AND THAT PUBLICATION OF TH MADE BY POSTING IT AT THE FIVE PUBLIC PL ATTEST:

#### OFFER TO PURCHASE RIGHT OF WAY

September 10, 2025

Village of Weston PO Box 354 Weston, OH 43569

Re:

Project Number:

DESH-002

Ownership Number: 154

Property Interest To Be Acquired:

P

#### TO: Village of Weston

AMP Transmission, LLC (AMPT) is a public utility for electric transmission. A portion(s) of your property is needed as right of way (ROW) for an electric power transmission project identified as **DESH-002**. It is a project to construct a new 69-kilovolt (kV) transmission line between the existing Deshler Bremer (North) Substation and the new FirstEnergy (FE) Sand Ridge Substation located west of Weston, Ohio.

AMPT will need to acquire the following easement and right of way from you for the above referenced public improvement: Parcel 154P, a permanent easement

Please find the following enclosed with this Offer to Purchase Right of Way:

- Survey drawing identified as Exhibit A which shows the easement(s) needed from your property.
- 2. The proposed easement documents for consideration.
- 3. A proposed Settlement Agreement for your signature setting the terms of the easement and right of way acquisition.

Please review the full details of this Offer to Purchase Right of Way and direct any follow-up communications with the below-named right of way agent. Upon your signature, AMPT will initiate payment to you for the referenced right of way.

The amount offered to you in good faith as just compensation for the acquisition of AMPT Parcel Number(s) 154P, for AMPT Project Number DESH-002 is based on an analysis of recent sales of properties comparable to your property and the amount is listed below:

Real Property To Be Acquired	\$1,599.72
Temporary Construction Easement	NA
Total Offer Amount	\$1,599.72

Tenant-owned improvements, if any, are to be identified in this Good Faith Offer, and if there are any such improvements, the amount offered to you does not include compensation for these tenant-owned improvements. None.

Your property may be encumbered with a mortgage lien as security for a loan. It is possible that AMPT may consummate this acquisition of property without obtaining a partial release of such mortgage lien from your lender. In that event, you as the borrower and grantor of the mortgage lien should consult your loan and mortgage documents concerning possible requirements to apply proceeds from this acquisition to your outstanding loan balance and/or contact your lender about responsibilities and obligations when part of your property is acquired for public use.

As an electric utility, AMPT has the power to exercise eminent domain to acquire property for public use. At this time, your acceptance of AMPT's offer to purchase the easement and right of way is voluntary, and if such agreement is reached, AMPT will not institute condemnation proceedings. In the event you and AMPT cannot reach an agreement regarding your property and AMPT's final design necessitates acquisition of an easement and right of way related to your property, AMPT will again present its offer, subject to AMPT's authority to exercise eminent domain for the public utility project.

While AMPT may not provide legal advice, we will make reasonable efforts to answer questions you have concerning this process and to provide information that you may need to fully understand your rights, the project, and the process.

For this project Western Land Services, Inc is an agent of AMPT for ROW services. Please use this contact for any questions or concerns you may have on this matter.

### Scott D. Romesburg

Scott D. Romesburg, Agent of Western Land Services, Inc. 810-794-8077 romesburg@gmail.com

4892-2869-6052, v. 1

#### SETTLEMENT AGREEMENT AND RELEASE

AMPT Project Number: DESH-002

AMPT Parcel Number(s): 154P

**AMPT Project Name: Deshler Second Source Reinforcement** 

This Settlement Agreement and Release ("Agreement") is made effective as of the day of November, 2025 by and between, Village of Weston, whose address(es) is PO Box 354, Weston, OH 43569 ("Grantor(s)") and AMP Transmission, LLC, an Ohio limited liability company, whose principal business address is 1111 Schrock Road, Suite 100, Columbus, Ohio 43229 ("AMPT"). Grantor and AMPT are also referred to hereafter, individually as a "Party" and collectively as the "Parties."

#### RECITALS

WHEREAS, Grantor is the owner of real property more particularly described in the Easement and Right of Way attached hereto as "Exhibit I" and referred to as the "Easement": and

WHEREAS, Grantor and AMPT have agreed to a purchase price for the Easement(s) in the amount of One Thousand Five Hundred Ninety Nine Dollars and 72/100 Cents (\$1,599.72) (the "Easement Payment"). AMPT and Grantor have further agreed that this Agreement shall remain confidential as set forth herein.

#### **AGREEMENT**

NOW, THEREFORE, Grantor and AMPT, in consideration of the mutual promises and representations set forth below, the recitals set forth above, which are understood to be terms of this Agreement, the execution of the Easement(s), and the making of the corresponding Easement Payment, agree as follows:

1. Easement Payment and Immediate Access. The Easement Payment shall be made via check payable to: "Village of Weston" within thirty (30) days of Grantor's execution of this Agreement and provision of proof of execution of the Easement(s), AMPT shall cause the Easement Payment to be delivered to Grantor. A watermarked

copy of the executed Easement(s) shall constitute proof of execution. The Easement Payment may be hand-delivered or mailed to the Grantors at PO Box 354, Weston, OH 43569. Prior to the execution of the Easement(s) and this Agreement, AMPT and its successors, assigns, agents and contractors shall have the immediate right to uninterrupted access to the portion of Grantor's property that lies within the Easement area for easement-related activities, including additional tree clearing and construction of the electric utility lines and the terms set forth in the attached Exhibit 1 shall apply during such period.

- 2. Confidentiality. The parties hereto acknowledge Grantor is an Ohio political subdivision and that this Agreement and its terms are subject to Ohio's Sunshine Laws and may not be kept confidential by Grantor. The parties may disclose the Easement Payment and /or the terms of the Agreement to their respective tax advisors, attorneys, lenders, and other professional service providers with whom the party has established a confidential relationship on a need-to-know basis, in response to a valid public records request, to any court ordering the disclosure of the Agreement, or as part of completion of applicable conveyance documents with applicable governing authority.
- 3. Release of Claims. Grantor and its heirs, employees, agents, officers, members, affiliated companies, successors, and assigns, unconditionally and irrevocably release, waive, acquit, and forever discharge AMPT from any and all liability, claims, costs, obligations, promises, suits, debts, expenses, demands, controversies, actions, causes of action, and damages (including attorneys' fees), together with all other losses, damages, and claims of every kind, nature, and description whether negligent or intentional, known or unknown, suspected or unsuspected, foreseen or unforeseen at law or in equity which Grantor now has or which may hereafter accrue relating to or arising from the conveyance of property rights in the Easement(s) and Easement Payment, the amount of consideration and/or just compensation due Grantor for that conveyance. Notwithstanding the foregoing, the Grantor maintains the right to enforce this Agreement.
- 4. Entire Agreement. This Agreement, together with the Easement, contains the entire, complete and integrated statement of each and every term and provision agreed to by and among the Parties. This Agreement contains the entire agreement and understanding between the Parties relating to the subject matter contained herein,

superseding any prior oral or written agreements pertaining to said subject matter. No other promises, representations or other inducements have been made to Grantor or AMPT in exchange for this Agreement.

- **5. Binding Agreement.** This Agreement shall bind and inure to the benefit of the Parties and their respective legal representatives, heirs, successors, and assigns.
- **6. Amendments.** No amendments, modifications, alterations or additions to this Agreement shall be binding unless made in writing and signed by all parties.
- 7. Governing Law. This Agreement shall be governed in all respects as to validity, construction, capacity, performance or otherwise by the laws of the State of Ohio.
- **8.** Severability. If any provision of this Agreement is held to be invalid, void or unenforceable, the balance of its provisions will, nevertheless, remain in full force and effect and will in no way be affected, impaired or invalidated.
- **9. Headings**. The headings of this Agreement are for convenience or reference only, and shall not limit, expand, modify or otherwise affect the meaning hereof.
- 10. Terms Read and Understood. Grantor and AMPT each represent that it has carefully read and fully understands the terms, conditions, meaning, and intent of this Agreement, and that each Party has had an opportunity to discuss the terms, conditions and provisions with legal counsel prior to the execution hereof. Each Party specifically hereby acknowledges receipt of a copy of this Agreement before signing same and understands that all provisions of this Agreement are contractual and legally binding and are not mere recitals.
- 11. No Duress. Each Party acknowledges that it is executing this Agreement, after having received from independent legal counsel of its own choosing, legal advice as to their respective rights hereunder and the legal effect thereof, to the extent each Party deemed appropriate. Each Party agrees to sign this Agreement as its own voluntary act and deed and represents that such execution was not the result of any duress, coercion or undue influence upon either of them.
- 12. Counterparts. This Agreement may be executed in several counterparts, each of which will be deemed original, but together the counterparts shall constitute one and the same document.

	GRANTOR:
	Village of Weston
	By: fill En
	Name: Rick Easterwoop
	Title: May Du
	Seller
Executed:	
	AMP Transmission, LLC, an Ohio limited liability company
	Ву:
	Name: Pamala M. Sullivan
	Title: President

Executed:

# **EXHIBIT I**

# **EASEMENT**

4906-8832-8816, v. 1

AMPT Form R02

Line Name:

AMPT Easement No.:

#### EASEMENT AND RIGHT OF WAY

On this 3'day of Navywy, 2035 in consideration of Ten and No/100 Dollars (\$10.00), and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and the covenants hereinafter set forth, Village of Weston, whose address is PO Box 354, Weston, OH 43569, ("Grantor"), whether one or more persons, hereby grants, sells, and conveys to AMP Transmission, LLC, an Ohio limited liability company, whose principal business address is 1111 Schrock Road, Suite 100, Columbus, Ohio 43229, and its successors, assigns, licensees, lessees and tenants (collectively, "AMPT") a permanent easement and right of way ("Easement"), for electric transmission, distribution, and communication lines, poles, conduit and appurtenant equipment and fixtures, being, in, on, over, under, through and across the following described lands of the Grantor, situated in the State of Ohio, Wood County.

Grantor claims title by Deed Instrument Number Volume 218, Page 536, recorded February 24, 1938, in the Wood County Recorder's Office.

Auditor/Key/Tax Number/Parcel ID: X77-509-320000018000

AMPT Project Number: **DESH-002** 

AMPT Parcel Number(s): 154 P

The "Easement Area" is depicted in Exhibit A Drawing and described in Exhibit B legal description(s), attached hereto, and made a part hereof.

#### GRANTOR FURTHER GRANTS AMPT THE FOLLOWING RIGHTS:

The right, now or in the future, to construct, reconstruct, operate, maintain, alter, improve, extend, survey, inspect and patrol (by ground or air), protect, repair, remove, replace, upgrade, locate and relocate within the Easement Area, poles, towers, and structures, made of wood, metal, concrete or other materials, and crossarms, guys, anchors, grounding systems, and all other appurtenant equipment and fixtures, and to string, locate or affix conductors, wires and cables; together with the right to add to said facilities from time to time, and the right to do anything necessary, useful or convenient for the enjoyment of the Easement herein granted.

The right, in AMPT's discretion, now or in the future, to cut down, trim, remove, and otherwise control, using herbicides or tree growth regulators or other means, any and all trees, shrubs, stumps, overhanging branches, vegetation or brush situated within the Easement Area. AMPT shall also have the right to cut down, trim or remove trees, shrubs, stumps, brush or other vegetation situated on lands of Grantor which adjoin the Easement Area when in the opinion of AMPT those trees may endanger the safety of, or interfere with the construction, operation, use or maintenance of AMPT's facilities or ingress or egress to, from, over, under, across, upon or along the Easement Area.

The right of unobstructed ingress and egress, at any and all times, to, from, over, under, across, upon and along and upon the Easement Area, and across the adjoining lands of Grantor as may be necessary for access to and from the Easement Area for the above referenced purposes..

#### THIS GRANT IS SUBJECT TO THE FOLLOWING CONDITIONS:

The Grantor reserves the right to cultivate annual crops, utilize as pasturelands, construct fences (provided gates are installed that adequately provide AMPT all the rights, including without limitation the access rights conveyed herein) and construct unpaved roads or otherwise use the lands encumbered by this Easement in any way not inconsistent with the rights herein granted. In no event, however, shall Grantor, its heirs, contractors, lessees, tenants, successors, and assigns plant or cultivate any trees or place, construct, install, erect or permit any temporary or permanent building, structure, improvement or obstruction including but not limited to, storage tanks, billboards, signs, paved roads or areas, sheds, dumpsters, light poles, water impoundments, above ground irrigation systems, swimming pools or wells, or permit any alteration of the ground elevation, over, or within the Easement Area including any Temporary Construction Easement Area. AMPT may, at Grantor's cost, remove any structure or obstruction if placed within the Easement Area including any Temporary Construction Easement Area, and may re-grade any alterations of the ground elevation within the Easement Area including any Temporary Construction Easement Area including any Temporary Construction Easement Area including any Temporary Construction Easement Area.

It is further expressly understood and agreed that AMPT will pay to Grantor all damage that may be caused by AMPT in going upon said lands and easements, except that AMPT will not be liable for any damage for cutting down trees, shrubs, stumps, overhanging branches, vegetation or brush in the manner and to the extent herein above specified.

Pursuant to R.C. 163.02, Grantor possesses a right of repurchase pursuant to R.C. 163.211 if AMPT decides not to use Grantor's property for the purpose stated in this instrument and Grantor provides timely notice of a desire to repurchase. This instrument contains the complete agreement, expressed, or implied between the parties herein and shall inure to the benefit of and be binding on their respective successors, assigns, heirs, executors, administrators, lessees, tenants, and licensees.

This Easement may be executed in counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same instrument.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE TO FOLLOW]

3

GRANTOR: Vin	•
GRANTOR: Village of Weston	
Name: Rick Eastern	
Its: Mayor	

GRANTOR ACKNOWLEDGEMENT

STATE OF MID	
COUNTY OF WOOD	) SS:

The foregoing instrument was acknowledged before me, The Many North, a Notary Public, this 31 day of North 2025 Pull Endewood, May 67

on behalf of Village of Weston.

Notary Public

My Commission Expires: 3112028

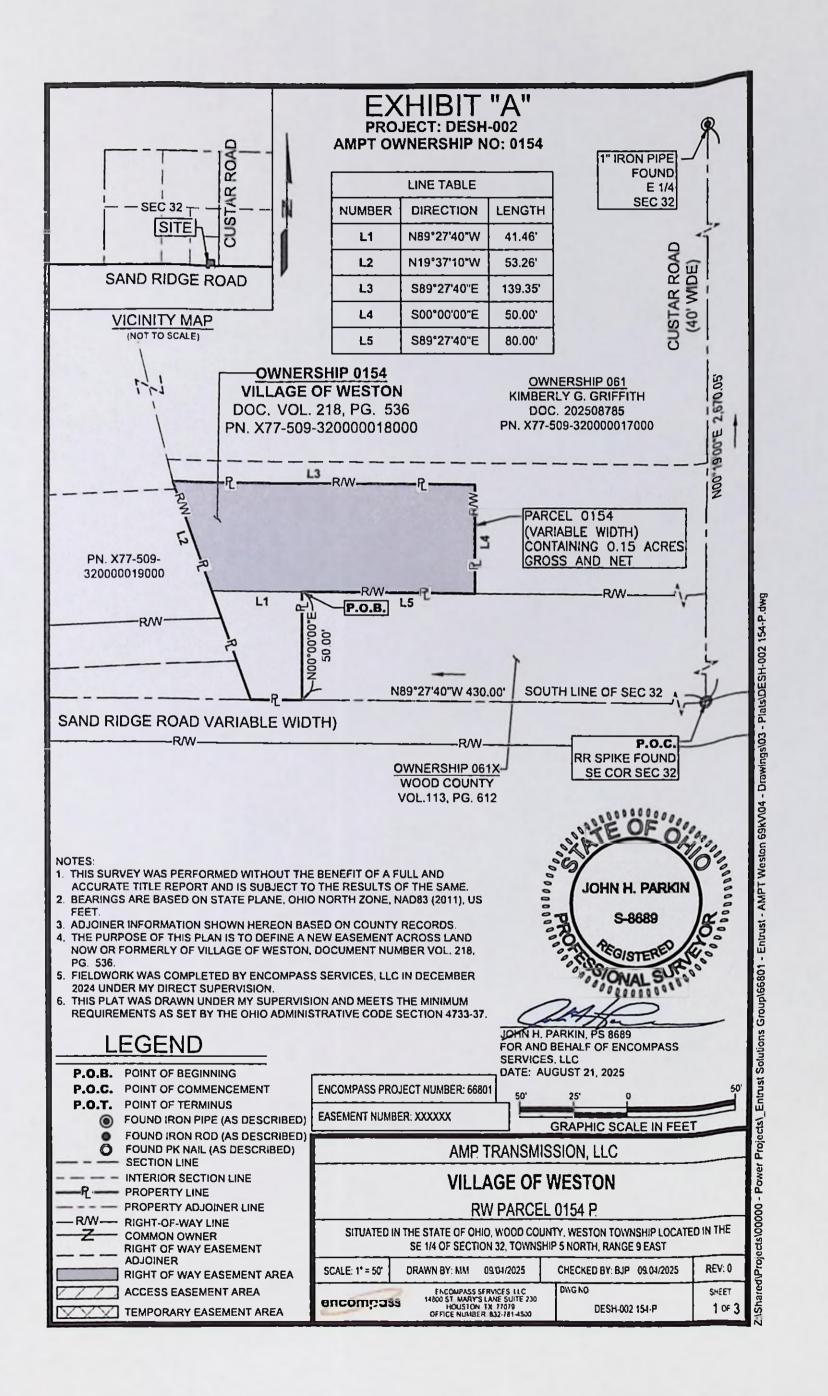


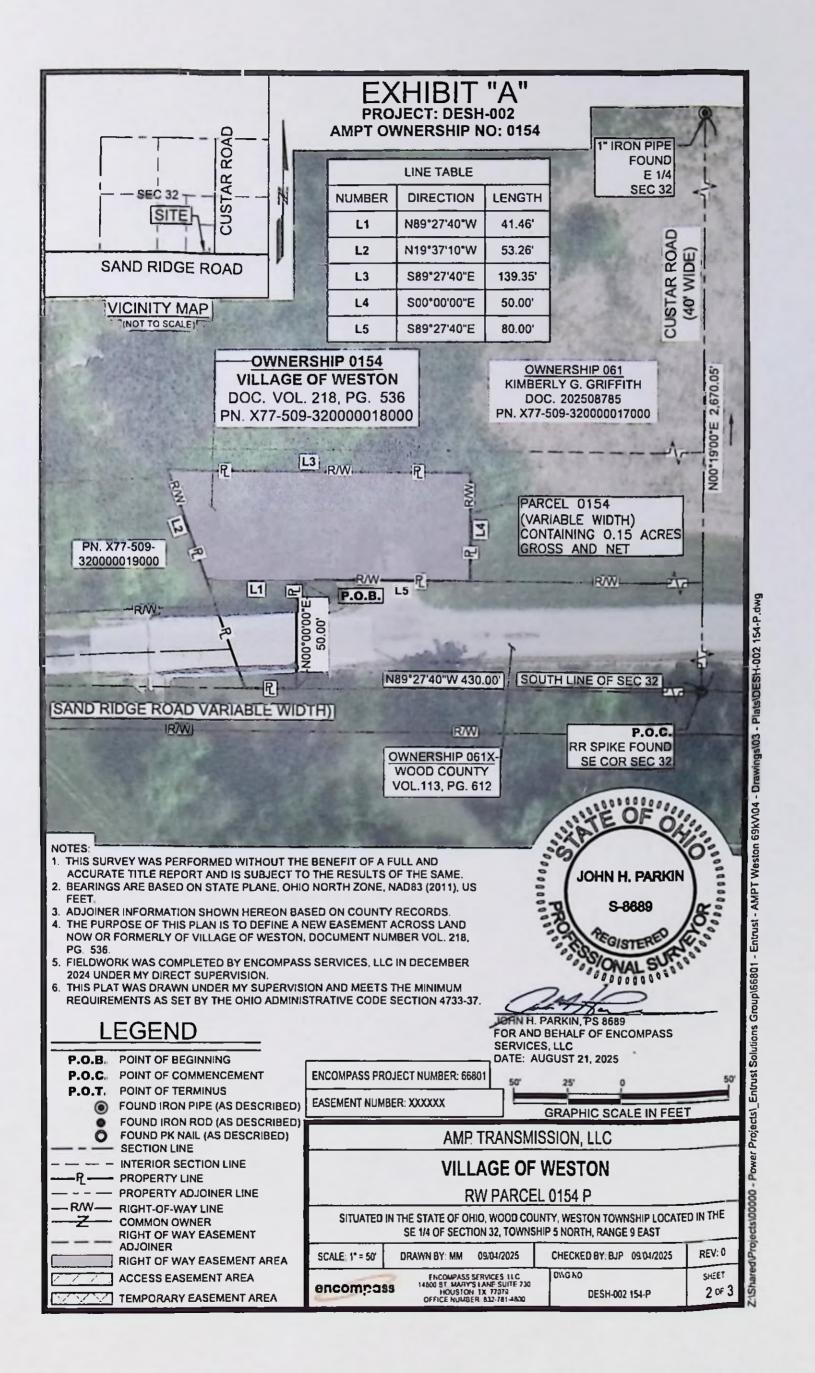
Stephanie Monts Notary Public In and For the State of Ohio Recorded in Wood County My Commission Expires al) 01 March 2028

This Instrument was prepared by:

Lisa G. McAlister, Esq. After recording return to: AMP Transmission, LLC 1111 Schrock Road, Suite 100 Columbus, Ohio 43229

4863-4583-3204, v. 2





# EXHIBIT "B" PROJECT NUMBER: DESH-002 AMPT PARCEL NUMBER: 0154 P AUGUST 26, 2025

## LEGAL DESCRIPTION OF PARCEL 0154 P, PERMANENT EASEMENT AND RIGHT OF WAY

SECTION 32, TOWNSHIP 5 NORTH, RANGE 9 EAST, WESTON TOWNSHIP, COUNTY OF WOOD, STATE OF OHIO;

SITUATED IN THE TOWNSHIP OF WESTON, BEING IN THE SOUTHEAST QUARTER (1/4) OF SECTION 32, TOWNSHIP 5 NORTH, RANGE 9 EAST, LYING WITHIN THE RIGHT OF WAY OF SAND RIDGE ROAD, AS OF THE DATE OF THE SURVEY, AND BEING PART OF TRACTS CONVEYED TO VILLAGE OF WESTON BY DOCUMENT NUMBER VOL. 218, PG. 536, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

## EASEMENT:

COMMENCING AT A RAILROAD SPIKE FOUND AT THE SOUTHEAST CORNER OF SECTION 32, TOWNSHIP 5 NORTH, RANGE 9 EAST, FROM WHICH A 1 INCH IRON PIPE FOUND AT THE EAST QUARTER (1/4) CORNER OF SECTION 32, TOWNSHIP 5 NORTH, RANGE 9 EAST, BEARS NORTH 00°19'00" EAST, A DISTANCE OF 2,670.05 FEET; THENCE RUNNING WEST ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER (1/4) OF SAID SECTION 32, 430.00 FEET TO THE SOUTHWEST CORNER OF LAND OF WOOD COUNTY, RECORDED IN VOLUME 113, PAGE 612, OF THE WOOD COUNTY REGISTRY; THENCE NORTH 00°00'00" EAST, A DISTANCE OF 50.00 FEET TO THE NORTHWEST CORNER OF LAND OF SAID WOOD COUNTY AND TO THE TRUE POINT OF BEGINNING;

THENCE THE FOLLOWING FIVE (5) COURSES:

- 1) NORTH 89°27'40" WEST, 41.46 FEET TO A POINT ON THE EAST PROPERTY LINE OF SAID LAND OF KIMBERLY G. GRIFFITH;
- 2) NORTH 19°37'10" WEST, ALONG THE EAST LINE OF SAID GRIFFITH LAND, 53.26 FEET TO A POINT;
- 3) SOUTH 89°27'40" EAST, ALONG THE SOUTH LINE OF SAID GRIFFITH LAND, 139.35 FEET TO AN INTERIOR CORNER OF SAID GRIFFITH LAND;
- 4) SOUTH 00°00'00" EAST, ALONG THE WEST LINE OF SAID WOOD COUNTY LAND, 50.00 FEET TO THE NORTH LINE OF SAID WOOD COUNTY LAND,
- 5) SOUTH 89°27'40° WEST, ALONG THE NORTH LINE OF LAND OF SAID WOOD COUNTY LAND, 80.00 FEET TO THE POINT OF BEGINNING;

CONTAINING 0.15 ACRES GROSS AND NET, MORE OR LESS BASED ON A SURVEY DATED AUGUST 21, 2025, BY ENCOMPASS SERVICES, LLC.;

BEING A PORTION OF PARCEL NUMBER X77-509-320000018000;

SUBJECT TO EXISTING EASEMENTS AND RIGHTS OF WAY:

BEARINGS ARE BASED ON THE OHIO STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NAD83(2011), US SURVEY FEET.



FOR AND BEHALF OF ENCOMPASS SERVICES, LLC

DATE: AUGUST 21, 2025

ENCOMPASS PROJECT NUMBER: 66801

**EASEMENT NUMBER: XXXXXX** 

## AMP TRANSMISSION, LLC

# **VILLAGE OF WESTON**

RW PARCEL 0154 P

SITUATED IN THE STATE OF OHIO, WOOD COUNTY, WESTON TOWNSHIP LOCATED IN THE SE 1/4 OF SECTION 32, TOWNSHIP 5 NORTH, RANGE 9 EAST

SCALE: NONE DRAWN BY: MM 09/04/2025 CHECKED BY: BJP 09/04/2025 REV: 0

FINCOMPASS SERVICES: ILC DWG NO SHEET

encompass

ENCOMPASS SERVICES, LLC 14800 ST. MARY'S LANE SUITE 230 HOUSTON, TX, 77079 OFFICE NUMBER, 832-781-4800

DESH

DESH-002 151-P 3 OF 3

Decree Decree Decree Colonia C