ORDINANCE NO. 2-16

AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR, DIRECTOR OF PUBLIC SERVICE, TO ENTER INTO AN EASEMENT AGREEMENT WITH COLUMBIA GAS OF OHIO, INC. RELATING TO THE INSTALLATION OF PIPELINES, INCLUDING LATERAL PIPELINE CONNECTIONS OVER AND THROUGH CITY OF ASHLAND PROPERTY ALONG BROOKSIDE DRIVE; AND DECLARING AN EMERGENCY.

WHEREAS, Columbia Gas of Ohio, Inc., is replacing pipeline, including lateral pipeline connections, together with service connections to customers in the City of Ashland; and

WHEREAS, the City of Ashland has agreed to provide Columbia Gas of Ohio, Inc. with the necessary easement; and

WHEREAS, for the reason that said easement is immediately necessary in order for said project to be completed, this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare of said City of Ashland, Ohio; now therefore,

BE IT ORDAINED by the Council of the City of Ashland, State of Ohio, 5 members thereto concurring:

Section 1. That the Mayor, Director of Public Service be, and hereby is, authorized and directed to enter into an easement with Columbia Gas of Ohio, Inc.; a copy of which easement is attached hereto and made a part hereof.

Section 2. That for the reason that the easement is immediately necessary in order for said project to be completed, this Ordinance is declared to be an emergency measure, immediately necessary for the preservation of the public peace, property, health, safety and welfare of said City of Ashland.

Section 3. That this Ordinance shall take effect and be in force from and after its passage by Council and approval pursuant to Section 12 of the Charter of the City of Ashland, Ohio.

Passed: January 5th, 2016

Ruth G. Detwiler, President of Council

Attest: Jody M. Toms, Clerk of Council

Approved: Glen P. Stewart, Mayor

Approved as to form and correctness:

Richard P. Wolfe, Director of Law

Date: January 5th, 2016

Easement No._____

EASEMENT

FOR AND IN CONSIDERATION of One Dollar ($1.00) and other good and valuable consideration to it in hand paid, receipt of which is hereby acknowledged, **THE CITY OF ASHLAND, a Municipal Corporation** (hereinafter called the Grantor), does hereby grant to **COLUMBIA GAS OF OHIO, INC.**, with principal offices at 290 West Nationwide Boulevard, Columbus, Ohio 43215, (hereinafter called the Company), its successors and assigns, the right to lay pipelines, including lateral pipeline connections, together with service connections, over and through the premises hereinafter described, and to operate and maintain without restriction or limitation, repair, replace, or change the size of its pipes without interruption to service and remove same, together with valves and other necessary appurtenances on lands situated in The City of Ashland, Ashland County, State of Ohio, and more particularly described as follows:

Recorded In: Volume 150, Page 61
Permanent Parcel No.: no number assigned
Property Address: West of Lindale Ave., North of W. Main St. Ashland, Ohio 44805
Containing: .155 acres more or less and known as being part of the Northeast quarter of Section 18, Township 22, Range 16

The pipelines laid pursuant to the terms and conditions of this agreement shall be located within the limits of a ten foot (10') wide easement as shown on Exhibit A attached hereto and made part hereof.

In addition to the permanent ten foot wide easement area defined above, Grantor hereby grants Company, its successors and assigns, an easement to temporarily use an additional ten feet of space on either side of and adjoining said permanent easement area, for the purpose of enabling Company to initially construct the pipeline and to later alter, replace, repair or relocate said pipeline (within the permanent easement area) and to conduct all activities incident thereto, including restoration or clean-up activities. Each time such temporary construction easement is utilized, Company shall restore the area disturbed.

With the right of ingress and egress to and from the same, the Grantor may fully use and enjoy the said premises, except for the purposes hereinbefore granted to the said Company and will not in any way impair the ability of the Company to operate, maintain, repair, replace or remove any such facility.

Grantor shall not construct or permit to be constructed or place any house, structure, trees, shrubbery taller than five (5) feet, leach beds, septic tanks or other obstructions on or over said easement area that will interfere with the construction, maintenance, operation, replacement or repair of the pipelines or appurtenances constructed hereunder.

Grantor acknowledges and agrees that Company has the right from time to time to: (a) clear the easement of all obstructions and (b) clear, cut, trim and remove any and all vegetation, trees, and brush and overhanging branches from the easement by various means, including the use of herbicides approved by the State of Ohio or the United States Environmental Protection Agency (or successor in-duty).

All pipes shall be buried so as not to interfere with the present use of the land.

The Company shall replace and restore the area disturbed by the laying, construction, operation and maintenance of said pipelines to as near as practical to its original condition.

The Grantor and the Company have agreed as a part of the consideration hereof that any damages to lawn, driveways, permitted shrubbery, drain tiles, crops or permitted fences on said premises, the amount of which cannot be mutually agreed upon, shall be determined by a panel of arbitrators composed of three disinterested persons, of whom the Grantor and the Company shall appoint one each and the two arbitrators so appointed shall appoint the third, the award of any two of whom shall be final and a condition precedent to the institution of any legal proceedings

hereunder.

With regard to the lands encompassed by this easement, ("Easement Area"), Grantor represents that, to the best of its knowledge:

1. No pollutants, contaminants, petroleum or hazardous substances have been disposed or released on or under the Easement Area which would cause or threaten to cause an endangerment to human health or the environment or require clean up,
2. Neither the Easement Area, nor any portion thereof, is legally or contractually restricted as to its use or is subject to special environmental protection that would affect the use of the Easement Area for Company's intended use, and,
3. The Easement Area is not currently and has not previously been used for commercial or industrial purposes.

Grantor further represents that it has informed Company, prior to execution of this Agreement, of any and all pollutants, contaminants, petroleum, hazardous substances and endangerments which the Grantor knows or has reason to know exist or may exist on or under the Easement Area.

Grantor and Company agree that, except to the extent caused by the acts or omissions of the Company or its representatives and contractors, the Company shall not be liable for, and is hereby released from, any and all claims, damages, losses, judgments, suits, actions and liabilities, whether arising during, prior to or subsequent to the term of this Agreement, related to the presence of pollutants, contaminants, petroleum, hazardous substances or endangerments in, beneath or along the Easement Area.

The rights, privileges and terms hereby shall extend to and be binding upon the Grantor and the Company and their respective representatives, heirs, successors and assigns.

IN WITNESS WHEREOF, the Grantor hereto has hereunto set its hand this _____ day of _____, 20___.

THE CITY OF ASHLAND

By:_____

Print Name_____

Print Title_____

By:_____

Print Name_____

Print Title_____

STATE OF OHIO)
) SS:
COUNTY OF _____)

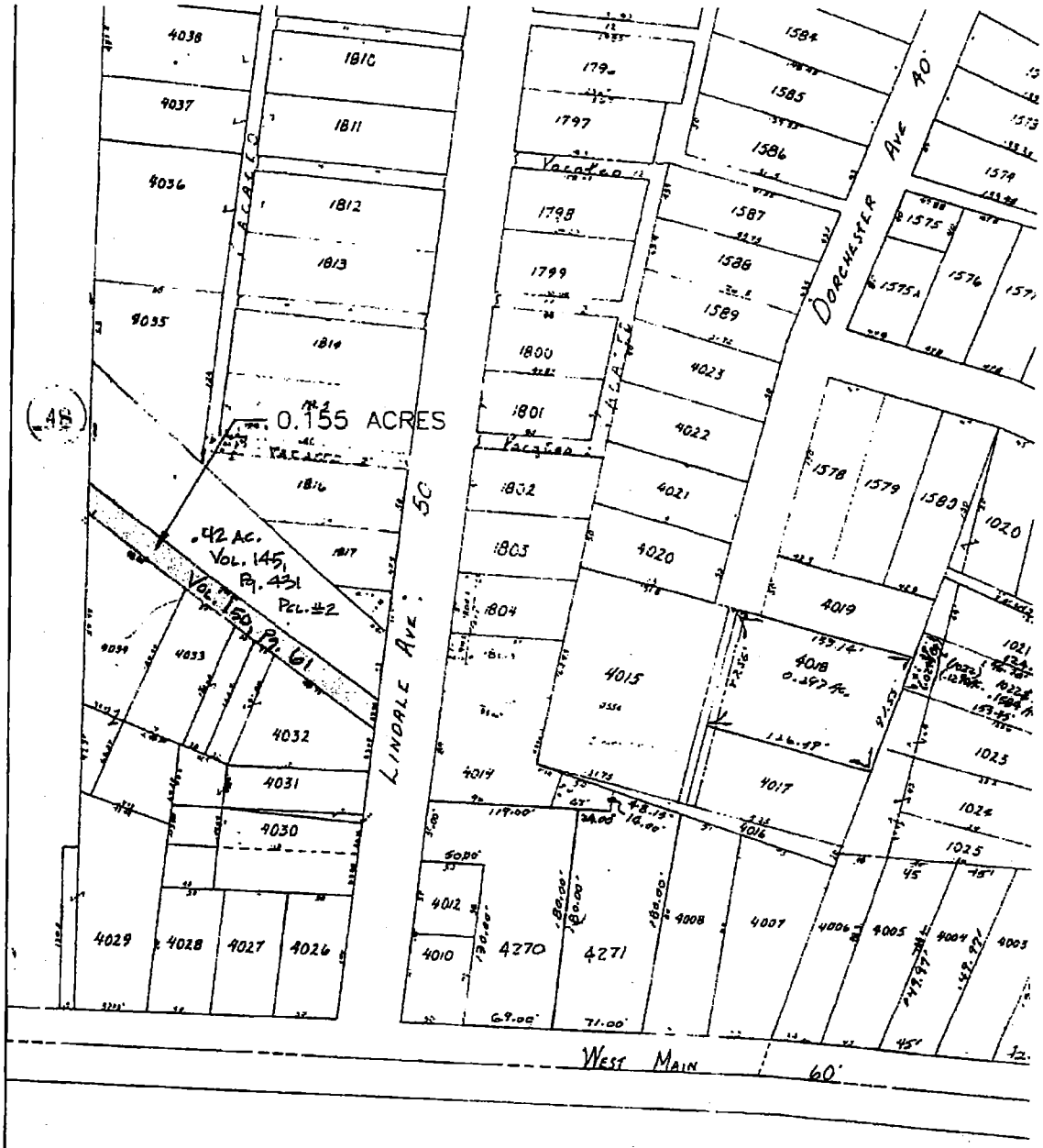
BEFORE ME, a Notary Public in and for said County and State, personally appeared _____ of the aforenamed **CITY OF ASHLAND** who represented that _____ _____ duly authorized in the premises, and who acknowledged that _____did sign the foregoing instrument, and that the same is _____free act and deed as such (title)_____, and is the free act and deed of said **CITY OF ASHLAND.**

IN TESTIMONY WHEREOF, I hereunto set my hand and official seal this _____ day of _____ 20___.

My Commission Expires:

_____ _____
Notary Public

THIS INSTRUMENT PREPARED BY:
COLUMBIA GAS OF OHIO, INC.
JO#: 14-0177781-00 mwm


0.155 ACRES
.42 AC.
VOL. 145, PG. 431
PCL. #2
VOL. 150, PG. 61
LINDALE AVE. 50
DORCHESTER AVE 40
WEST MAIN 60'
4038
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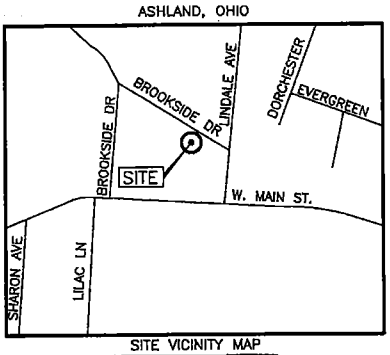
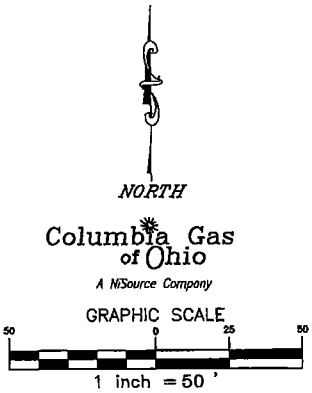
PG. P13-B

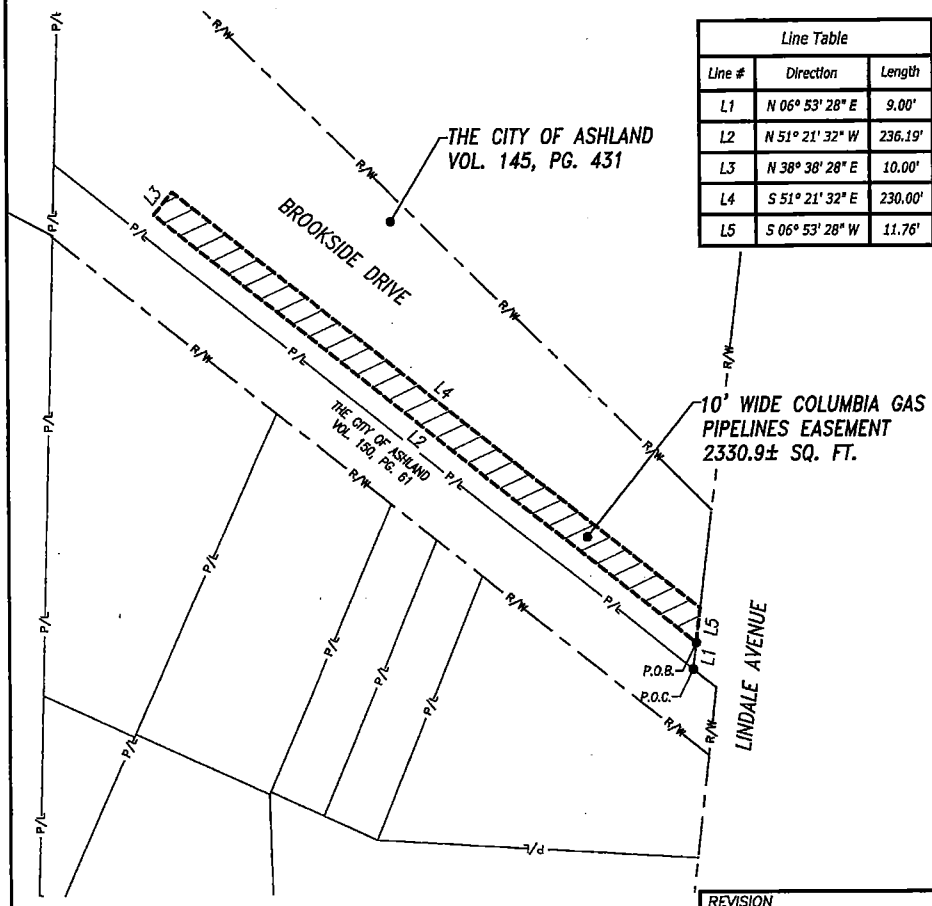
EXHIBIT 'A'



SITE VICINITY MAP
NTS



Line Table		
Line #	Direction	Length
L1	N 06° 53' 28" E	9.00'
L2	N 51° 21' 32" W	236.19'
L3	N 38° 38' 28" E	10.00'
L4	S 51° 21' 32" E	230.00'
L5	S 06° 53' 28" W	11.76'



THIS EXHIBIT IS DRAWN FOR THE LIMITED USE OF COLUMBIA GAS OF OHIO TO IDENTIFY THE EASEMENT LOCATION, AND IS NOT INTENDED TO REPRESENT AN ACCURATE SURVEY OF THE PROPERTY.
PREPARED BY TEAM FISHEL SURVEYING & ENGINEERING

REVISION	
FISHEL ORDER #	05153000
JOB ORDER	14-0177781-00
WORK ORDER	
LOCATION	CITY OF ASHLAND
COUNTY	ASHLAND
STATE	OHIO
COMPANY	COLUMBIA GAS OF OHIO, INC.
PROJECT	10' STRIP EASEMENT ON THE PROPERTY OF THE CITY OF ASHLAND

DATE	ENGINEER		MAPS	CK'D BY	DRAWING NO.
11/23/15	CGO	PAGE 1 OF 1		MLH	EXHIBIT A
SCALE 1"=50'	TECHNICIAN CLW				