

TEMPORARY ORDINANCE NO. 33-16*

PERMANENT ORDINANCE NO. 39-16

AN ORDINANCE TO GRANT AN EASEMENT NECESSARY FOR THE CONSTRUCTION OF A PIPELINE

WHEREAS, there exists a real and present need to grant said easement for the installation of a pipeline by Columbia Gas Transmission;

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF LANCASTER, STATE OF OHIO:

SECTION 1. The following easement be granted under terms and conditions ~~as set forth in substantially similar to~~ the attached agreement:

<u>PROPERTY OWNER</u>	<u>PERMANENT EASEMENT</u>	<u>EXHIBIT</u>
City of Lancaster	0.01 Acre	A

SECTION 2. As a condition, Columbia Gas Transmission shall pay all costs associated with the acceptance of this property. This shall include, but shall not be limited to, costs for preparing a deed of conveyance, costs for preparing all documents such as a sale contract, costs of closing, and all property transfer fees.

SECTION 3. That this ordinance shall take effect and be in force from and after the earliest period allowed by law.

Passed: 12/12/16 after _____ reading. Vote: Yeas _____ Nays _____

Approved: _____

[Signature]
President of Council

Clerk: _____

[Signature]
Mayor

Offered by: [Signature]

Second by: [Signature]

Requested by Law Committee

I, Teresa Lee Sandy, Clerk of Council do hereby certify that on _____, 2016 in the Lancaster Eagle Gazette published the summary of this ordinance in accordance with Ohio Revised Code 731.24.

Clerk of Council



ROW #

EASEMENT AND RIGHT-OF-WAY AGREEMENT

THIS EASEMENT AND RIGHT-OF-WAY AGREEMENT ("Agreement") is made this ___ day of _____, ___ between City of Lancaster, an Ohio municipal corporation, whose address is 104 East Main Street, Lancaster, OH 43130 ("Grantor"), and COLUMBIA GAS TRANSMISSION, LLC, a Delaware limited liability company ("Grantee"), with an address of 1700 MacCorkle Avenue, S.E., Charleston, WV 25314.

FOR AND IN CONSIDERATION of the sum of ONE THOUSAND AND 00/100 DOLLARS (\$1000.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and intending to be legally bound hereby, Grantor does hereby grant, sell, convey and warrant unto Grantee a perpetual easement and right-of-way for the purposes of surveying, laying, constructing, inspecting, maintaining, operating, repairing, replacing, altering, changing the size of, upgrading, reconstructing, and removing or abandoning in place one or more pipelines for the transportation of natural gas, hydrocarbon, petroleum products, petroleum byproducts, and any of their constituents, water and/or any other substances that can be transported through pipelines together with the right to construct, maintain, inspect, operate, replace, relay and/or remove all roadways, fittings, launchers, receivers, cathodic protection equipment, pipeline markers, overhead or underground electric lines, regulators and all other above and below ground equipment and appurtenances thereto (collectively, the "Facilities" and all of Grantee's rights hereunder associated therewith shall be the "Purpose"), on, under, across and/or through a strip of land 50 feet in width, as more particularly described in Exhibit A, which is attached hereto and made a part hereof (the "Right of Way") located on certain real property being described in that certain General Warranty Deed, dated January 25, 2002, from Dominion Homes, Inc., an Ohio corporation to City of Lancaster recorded in the County Clerk's Office for Fairfield County, Ohio in Official Record Book 1207, Page 2023, with property tax parcel identification number 0532003601, being more particularly described as 12 acres of land, more or less, situated in Lancaster Corporation Township Section 27, Township 15, Range 19, Fairfield County, Ohio, (the "Property"), and being bounded by the following:

- On the North by the lands of: **Shaeffer**
- On the South by the lands of: **River Valley Highlands Subdivision**
- On the East by lands of: **River Valley Highlands Subdivision**
- On the West by lands of: **Eversole**

together with all privileges necessary or convenient for the full use of the rights herein granted, and the right of pedestrian and vehicular ingress and egress over and across the Property and any adjacent land owned by Grantor, with Grantor's approval which shall not be unreasonably withheld, including, without limitation, the right to use existing and future roads and gates located on such property. **TO HAVE AND TO HOLD** unto Grantee, its successors and assigns, for the Purpose granted herein.

NOW THEREFORE, Grantor and Grantee agree as follows:

- **Temporary Work Spaces.** In addition to the perpetual Right of Way granted hereunder, during the original construction of the Facilities (including, without limitation, Grantee's reclamation, mitigation and/or restoration activities), Grantee shall be entitled to use the areas that may be defined as "Temporary Construction Easement" and "Additional Temporary Work Space" (together, the "**Temporary Work Spaces**") as shown on Exhibit A for the surveying, laying, and constructing of the Facilities installed pursuant to the terms herein and all activities incident thereto.
- **Location.** Grantor and Grantee acknowledge that the actual location of the Right of Way and/or Temporary Work Spaces may change because of engineering and/or other site or construction related factors. In such event, Grantor agrees to execute and deliver to Grantee any additional documents needed to correct the legal description of the Right of Way and/or Temporary Work Spaces to conform to the actual location of the Right of Way and/or Temporary Work Spaces, provided such changes and/or corrections do not materially change the nature of this original Agreement. If such documents are required, they will be prepared by Grantee at Grantee's expense.
- **Grantor's Continuing Rights / Encroachments.** Grantor may fully use and enjoy the Right of Way to the extent that such use and enjoyment does not interfere with Grantee's rights under this Agreement or create an actual or potential hazard to the Facilities or Grantee's exercise of its rights hereunder; provided, however, Grantor shall not place or permit to be placed any temporary or permanent structure or obstruction of any kind in, on or under the Right of Way, unless specifically approved in writing by Grantee, and shall not excavate or otherwise alter the ground elevation or otherwise create a water impoundment over the Right of Way. Grantee shall have the right to clear the Right of Way and Temporary Work Spaces of all such encroachments, including all trees, brush, shrubbery or other vegetation, using methods permitted by law, and Grantee shall have no liability to Grantor for any claims, damages or other losses associated with Grantee's exercise of its rights to clear the Right of Way of all encroachments and vegetation. Grantor agrees to abide by Grantee's reasonable guidelines related to the safe operation and inspection of its pipeline and maintenance of the Right of Way. Grantor further agrees not to convey any other rights of way or other conflicting rights within the Right of Way to any third parties without the prior written consent of Grantee.
- **Compliance with Applicable Laws.** Grantee shall comply with all applicable federal, state and local laws, regulations, orders and rules related to the exercise of Grantee's rights hereunder and each pipeline shall be installed at a depth conforming with industry standards and the requirements of applicable laws.
- **Gas Service.** Grantor forever waives any present or future statutory, regulatory, judicial or contractual right which Grantor has or may have to receive gas service from any pipeline laid under this

Agreement and, further, Grantor forever releases Grantee, from any present or future statutory, regulatory, judicial or contractual obligation, Grantee has, or may have, to provide natural gas service from any of its pipelines to any and all residences or structures on Grantor's property described above.

- **Indemnity**. Grantee agrees to indemnify and hold harmless Grantor from, against and in respect of any and all liability, claims, damages, costs, and losses of whatever character (collectively, "**Claims**") arising from personal injury or death or damage to property of Grantor and any and all Claims of whatever character claimed by third parties, to the extent such Claims result from the action, negligence or willful misconduct of Grantee, its employees, agents, contractors and subcontractors in connection with the exercise of Grantee's rights under this Agreement.

- **Further Assurances**. Grantor shall execute and deliver such further instruments and take such other actions as may be reasonably requested by Grantee from time to time to effectuate, confirm or perfect the terms and intent of this Agreement and the rights granted to Grantee hereunder, including but not limited to joining in the execution of any and all governmental applications, authorizations, licenses, documents and title curative instruments.

- **Covenants Running with the Land**. This Agreement and the covenants and agreements contained herein are covenants running with the land, shall be assignable in whole or in part, and shall be binding on the parties hereto and their respective heirs, successors and assigns.

- **Severability**. In the event any provision or any portion of any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable by reason of any law or public policy, such provision or portion thereof shall be considered to be deleted, and the remainder of this Agreement shall constitute the agreement between Grantor and Grantee covering the subject matter hereof.

- **Governing Law**. This Agreement shall be governed by the laws of the State of Ohio.

- **Counterparts**. This Agreement may be executed by Grantor and Grantee in two or more counterparts, each of which shall constitute an original, but all of which shall constitute but one and the same instrument.

- **Integration**. This Agreement, together with that certain Supplemental Agreement between Grantor and Grantee dated as of the date hereof, supersedes all prior verbal or written agreements, representations or understandings pertaining to the subject matter of this Agreement, and may be modified or amended only by a written agreement signed by Grantor and Grantee.

IN WITNESS WHEREOF, intending to be legally bound hereby, the Grantor and Grantee have executed this Agreement as of the date first set forth above.

GRANTOR:

CITY OF LANCASTER

By: _____
Its: _____

GRANTEE:

COLUMBIA GAS TRANSMISSION, LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

[Acknowledgments appear on following page]

ACKNOWLEDGEMENT

STATE OF OHIO,
COUNTY OF _____, to-wit:

I, _____, a Notary Public in and for the county and state aforesaid, do hereby certify that _____, whose name is signed to the writing hereto annexed, bearing date the ___ day of _____, 20___, for **City of Lancaster**, has this day in my said county, before me, acknowledged the said writing to the act and deed of said **City**.

Given under my hand and official seal this ___ day of _____, 20___.

My commission expires _____.

Notary Public

ACKNOWLEDGEMENT

STATE OF _____,
COUNTY OF _____, to-wit:

I, _____, a Notary Public in and for the county and state aforesaid, do hereby certify that _____, whose name is signed to the writing hereto annexed, bearing date the ___ day of _____, 20___, for **COLUMBIA GAS TRANSMISSION, LLC**, a Delaware limited liability company, has this day in my said county, before me, acknowledged the said writing to the act and deed of said limited liability company.

Given under my hand and official seal this ___ day of _____, 20___.

My commission expires _____.

Notary Public

This document prepared by:

Columbia Pipeline Group
1700 MacCorkle Avenue SE
Charleston, WV 25314