

TEMPORARY ORDINANCE NO. 16-17

PERMANENT ORDINANCE NO. _____

AN ORDINANCE TO GRANT A TEMPORARY EASEMENT TO COLUMBIA GAS TRANSMISSION, LLC

WHEREAS, Columbia Gas Transmission, LLC requires a temporary easement for temporary work space and/or a temporary road access easement to perform service on their gas line B105 as part of the B-Systems Modernization Project from Lancaster to Columbus, Ohio;

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

SECTION 1. The following temporary easement be granted under terms and conditions substantially similar to Exhibit A attached hereto:

<u>PROPERTY OWNER</u>	<u>TEMPORARY EASEMENT</u>	<u>EXHIBIT</u>
City of Lancaster	1.06 Acres	A

SECTION 2. As a condition, Columbia Gas Transmission, LLC 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: _____ after _____ reading. Vote: Yeas _____ Nays _____

Approved: _____

President of Council

Clerk: _____

Mayor

Offered by: _____

Second by: _____

Requested by Law Committee

I, Teresa Lee Sandy, Clerk of Council do hereby certify that on _____, 2017 in the Lancaster Eagle Gazette published the summary of this ordinance in accordance with Ohio Revised Code 731.24.

Clerk of Council

TEMPORARY/ADDITIONAL TEMPORARY WORK SPACE and/or ROAD ACCESS EASEMENT

THIS TEMPORARY/ADDITIONAL TEMPORARY WORK SPACE and/or ROAD ACCESS EASEMENT ("Agreement"), is made as of this _____ day of _____, 20____, by and between **City of Lancaster, a municipal corporation in the state of Ohio** (whether one or more, the "Grantor"), with an address of **104 E. Main St., Lancaster, OH 43130**, and **COLUMBIA GAS TRANSMISSION, LLC**, a Delaware limited liability company, with an address of 1700 MacCorkle Avenue, S.E., Charleston, WV 25314 (the "Grantee").

WITNESSETH

WHEREAS, Grantor is the present owner of certain real property being described in that certain Warranty Deed, dated December 22, 2004, from Anchor Hocking CG Operating Company, LLC a Delaware limited liability company to City of Lancaster, a municipal corporation in the state of Ohio recorded in the County Clerk's Office for Fairfield County, Ohio in Deed Book 1373, Page 0705, with property tax parcel identification number 0531004050, being more particularly described in Exhibit A attached hereto (the "Property"); and

WHEREAS, Grantee desires the right to use certain Temporary/Additional Temporary Work Space and/or Road Access (as defined below) located on the Grantor's Property in connection with the replacement of Grantee's B System Project (the "Project") on, over, under and through certain easements located on Grantor's Property or property adjacent and/or proximate to the Grantor's Property.

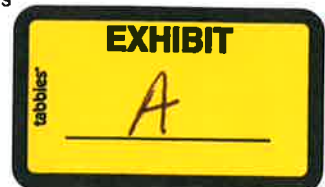
NOW, THEREFORE, in consideration of \$10.00 (Ten and 00/100 Dollars) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee hereby agree as follows:

GRANT OF TEMPORARY EASEMENT. Grantor, for itself, its heirs, executors, administrators, successors and assigns, hereby grants, sells and conveys to Grantee, for itself, its employees, agents, contractors, subcontractors, successors and assigns the exclusive right, license, liberty, privilege and easement to use that portion of Grantor's Property described and/or depicted in Exhibit A attached hereto and incorporated herein (the "**Temporary/Additional Temporary Work Space and/or ROAD ACCESS**") for all purposes associated with the original construction of the Project, including, without limitation, preparation for, construction of, and Grantee's reclamation, mitigation and restoration activities related to, the Project. Grantor hereby agrees that Grantee's rights hereunder include, without limitation, the right to move, park and store vehicles, materials, supplies, equipment, and construction spoil within the Temporary/Additional Temporary Work Space and/or Road Access. Grantee shall also have all rights and privileges necessary or convenient for the full use of the rights herein granted, including, without limitation reasonably necessary rights of access, ingress and egress to the Temporary/Additional Temporary Workspace and/or Road Access over and across the Grantor's Property and any adjoining land owned by Grantor.

RESTORATION. At such time as Grantee no longer requires the use of the Temporary/Additional Temporary Work Space and/or Road Access for the purposes set forth herein, Grantee shall restore the area disturbed by Grantee's construction activities as near as practicable to its condition immediately prior to Grantee's use.

TERM. This Temporary/Additional Temporary Work Space and/or Road Access Easement shall commence on the date of this Agreement and terminate upon completion of the original construction of the Project, including, without limitation, completion of Grantee's reclamation, mitigation, and/or construction activities for the Project.

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. Grantor agrees to indemnify and hold harmless Grantee and its affiliates, subsidiaries, successors and assigns from, against, and in respect of any and all Claims resulting from personal injury or death or damage to property of Grantee, its employees, agents, contractors, and subcontractors and any and all Claims of whatever character asserted by third parties, to the extent such Claims arise from the action, negligence or willful misconduct of Grantor or Grantor's invitees or licensees.



Notwithstanding the foregoing or anything to the contrary contained herein, Grantor acknowledges and agrees that Grantee has compensated Grantor, in advance, for any and all damages, costs and expenses which may arise out of, are connected with, or relate in any way to Grantor's conveyance, and Grantee's exercise, of the rights set forth herein, including but not limited to, any and all tree, crop, plant, timber, harvest or yield loss damages, or any other damages, costs and expenses attributable to or arising from Grantee's use of the Temporary/Additional Temporary Work Space for the purposes set forth herein. Notwithstanding the foregoing, nothing contained herein shall be construed to release Grantee from liability for any damages, costs or expenses caused solely by the gross negligence or willful misconduct of Grantee.

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. In the event Grantor intends to sell or transfer the subject property prior to the termination of this Temporary/Additional Temporary Work Space and/or Road Access Easement, Grantor shall make any such transaction subject to this Agreement. Grantor agrees that Grantee shall have the right, but not the obligation, to record this Agreement at Grantee's sole cost and expense.

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 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**

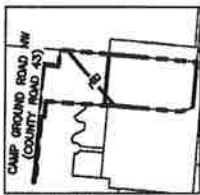
By: _____
Name: _____
Title: _____

EXHIBIT "A"

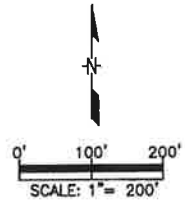
PREVIOUSLY DISTURBED TEMPORARY WORKSPACE, TEMPORARY WORKSPACE, ADDITIONAL TEMPORARY WORKSPACE AND TEMPORARY ACCESS ROAD LYING WITHIN AND BEING FROM

APN 0531004050

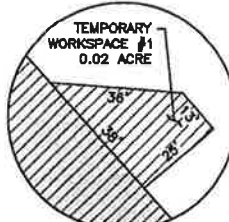
PART OF THE NE 1/4 OF SECTION 33, T-15-N, R-19-W
CITY OF LANCASTER & GREENFIELD TOWNSHIP, FAIRFIELD COUNTY, OHIO



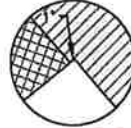
VICINITY MAP
N.T.S.



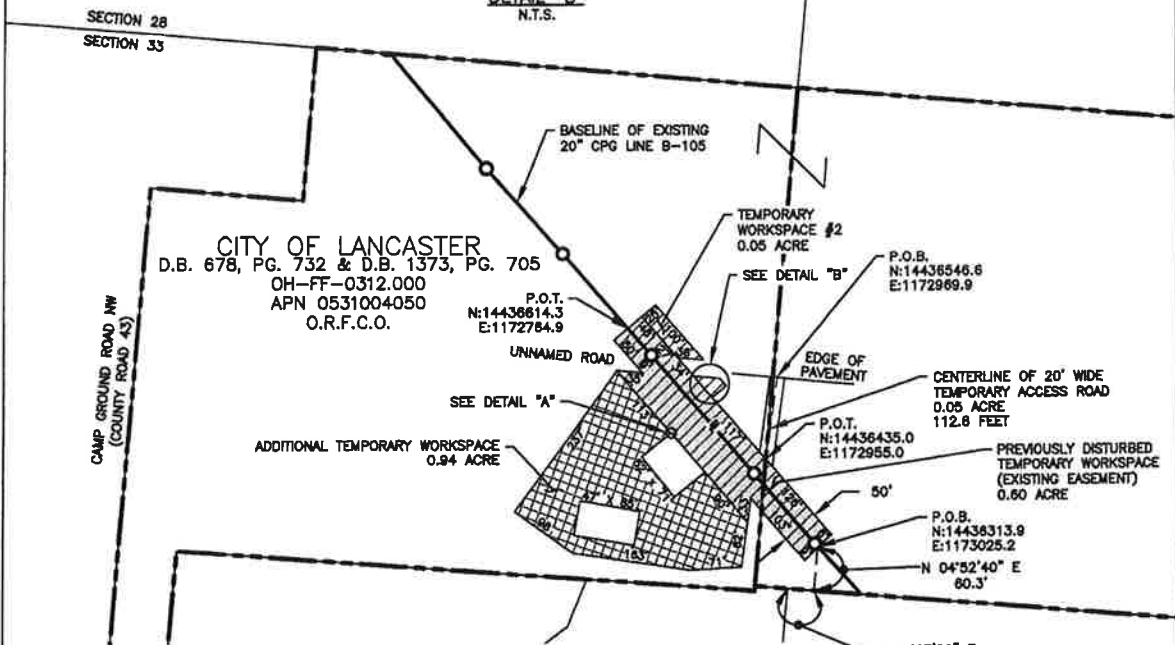
KENTON F. RIDENOUR AND
KENTON D. RIDENOUR
D.B. 1588, PG. 3446
OH-FN-0314.000
APN 0531353600
O.R.F.C.O.



DETAIL "B"
N.T.S.



DETAIL "A"
N.T.S.



NOTES:

1. THE BASIS OF BEARINGS AND DATUM FOR THIS SURVEY IS GRID NORTH, UTM 17 NORTH ZONE, NAD 83 (2011), U.S. SURVEY FOOT.
2. INFORMATION DEPICTED HEREON IS BASED ON A SURVEY CONDUCTED FOR THE PURPOSE OF ESTABLISHING A BASELINE FOR MAPPING SELECTED TOPOGRAPHIC FEATURES AND LOCATING NECESSARY LINES FOR ENGINEERING DESIGN AND EASEMENT ACQUISITION FROM LAND RECORD INFORMATION SUPPLIED BY CLIENT.
3. THIS IS AN EASEMENT DRAWING AND IS NOT INTENDED TO REPRESENT A BOUNDARY SURVEY PURSUANT TO CHAPTER 4733-37, O.A.C.
4. LAND RECORDS AND DEED INFORMATION SUPPLIED BY NORTHEASTERN LAND SERVICES. THIS DOCUMENT WAS PRODUCED WITHOUT THE BENEFIT OF A TITLE REPORT.
5. TEMPORARY WORKSPACE AND ADDITIONAL TEMPORARY WORKSPACE LIES ADJACENT AND CONTIGUOUS TO THE PERMANENT EASEMENT UNLESS OTHERWISE NOTED. THE SIDE LINES OF SAID EASEMENT, TEMPORARY WORKSPACE AND ADDITIONAL TEMPORARY WORKSPACE LENGTHEN OR SHORTEN TO INTERSECT PROPERTY LINES, FOREIGN PIPELINES, WATER BODIES AND OTHER FEATURES THAT ARE NOT PERPENDICULAR TO THE BASELINE.
6. THE DIMENSIONS SHOWN FOR THE TEMPORARY WORKSPACE AND ADDITIONAL TEMPORARY WORKSPACE ARE BASED ON MEASUREMENTS ALONG AND PERPENDICULAR TO THE PERMANENT EASEMENT.

LEGEND

- B TOWNSHIP
- R RANGE
- D.B. DEED BOOK
- P.B. PLAT BOOK
- D.V. DEED VOLUME
- I.N. INSTRUMENT
- P.G. PAGE
- P.O.B. POINT OF BEGINNING
- P.O.T. POINT OF TERMINATION
- P.O.S. POINT OF SUSPENSION
- P.O.R. POINT OF RESUMPTION
- C.P.B. CONDO PLAT BOOK
- R.O.W. RIGHT OF WAY
- PERM. PERMANENT
- CONC. CONCRETE
- MON. MONUMENT
- FND. FOUND
- N.T.S. NOT TO SCALE
- APN AUDITOR PARCEL NUMBER
- O.R.F.C.O. OFFICIAL RECORDS OF FAIRFIELD COUNTY, OHIO
- P.I. PROPERTY LINE
- ADJACENT PROPERTY LINE
- EXISTING PERMANENT EASEMENT
- PROPOSED PERMANENT EASEMENT
- TEMPORARY WORKSPACE
- PREVIOUSLY DISTURBED TEMPORARY WORKSPACE
- ADDITIONAL TEMPORARY WORKSPACE
- STAGING AREA
- ACCESS ROAD

Daniel A. Neer
DANIEL A. NEER
P.S. NO. 8533
PHONE: (859) 629-3533
FAX: (859) 224-0146
DATE: 2-22-17



PROJECT RIGHT OF WAY ACROSS THE PROPERTY OF: CITY OF LANCASTER		Columbia Gas Transmission	
DISTANCE ACROSS PROPERTY: 397.5 FEET = 24.1 RODS PROPOSED PERMANENT EASEMENT: N/A EXISTING PERMANENT EASEMENT: N/A PREVIOUSLY DISTURBED TEMPORARY WORKSPACE: 0.60 ACRE ADDITIONAL TEMPORARY WORKSPACE: 0.94 ACRE ACCESS ROAD TOTAL DISTANCE: 112.6 FEET		TEMPORARY WORKSPACE: 0.07 ACRE ACCESS ROAD: 0.05 ACRE STAGING AREA: N/A	
PROJ. ID 21506	ENGINEER	FIELD BOOK	COUNTY(IES) FAIRFIELD COUNTY PART OF THE NE 1/4 OF SECTION 33, T-15-N, R-19-W STATE(S) OHIO
SURVEY DATE 08/2015		PAGE	
MAP DATE 2/20/2017			SHEET NO. 1 OF 1
APPROVED BY MM			DRAWING NO. OH-FF-0312.000
SCALE 1"=200'	1 01/2017 INITIAL SUBMITTAL	RD	
	REV	DATE	REVISION
	DRN	CHKD	APPD