

ORDINANCE NO. 23-124

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO GRANT A PERMANENT UTILITY EASEMENT TO COLUMBIA GAS OF OHIO, INC. ON CITY PROPERTY CURRENTLY UTILIZED AS PUBLIC PARKING AT THE JACKSON STREET PARKING LOT, SANDUSKY; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, a permanent utility easement has been requested by Columbia Gas of Ohio, Inc. on City property currently utilized as public parking at the Jackson Street Parking Lot, to relocate gas service for the Sandusky State Theater; and

WHEREAS, in order for the State Theatre Expansion Project to progress, it is necessary to re-locate gas service from Water Street in a 10 foot strip, extending approximately 150 feet to an existing public alley and running southerly from, and mostly perpendicular to Water Street into the Jackson Street Parking Lot; and

WHEREAS, the proposed Easement, a copy of which is attached and marked Exhibit "1", grants Columbia Gas of Ohio, Inc. permission to lay pipelines, including lateral pipeline connections, together with service connections, over and through the premises, 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 City property, more specifically described in Exhibit "A", and attached to the Easement Agreement; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order for the easement agreement to be immediately executed and recorded prior to any construction on the property; and

WHEREAS, in that it is deemed necessary in order to provide for the immediate preservation of the public peace, property, health, and safety of the City of Sandusky, Ohio, and its citizens, and to provide for the efficient daily operation of the Municipal Departments, including the Department of Public Works, of the City of Sandusky, Ohio, the City Commission of the City of Sandusky, Ohio finds that an emergency exists regarding the aforesaid, and that it is advisable that this **Ordinance** be declared an emergency measure which will take immediate effect in accordance with Section 14 of the City Charter upon its adoption; and NOW, THEREFORE,

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF SANDUSKY, OHIO, THAT:

Section 1. This City Commission authorizes and directs the City Manager to execute the Easement Agreement on behalf of the City granting a Permanent Easement to Columbia Gas of Ohio, Inc. for the purpose of relocating gas service located on City property currently utilized as public parking at the Jackson Street Parking Lot, substantially in the same forms as attached to this Ordinance, marked

Exhibit "1" and is specifically incorporated if fully rewritten herein, together with any revisions or additions as are approved by the Law Director as not being substantially adverse to the City and consistent with carrying out the City's public purpose.

Section 2. If any section, phrase, sentence, or portion of this Ordinance is for any reason held invalid or unconstitutional by any Court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

Section 3. This City Commission finds and determines that all formal actions of this City Commission concerning and relating to the passage of this Ordinance were taken in an open meeting of this City Commission and that all deliberations of this City Commission and of any of its committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

Section 4. That for reasons set forth in the preamble hereto, this Ordinance is hereby declared to be an emergency measure which shall take immediate effect in accordance with Section 14 of the City Charter upon its passage, and its due authentication by the President, and the Clerk of the City Commission of the City of Sandusky, Ohio.



RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION



ATTEST: _____
CATHLEEN A. MYERS
CLERK OF THE CITY COMMISSION

Passed: June 12, 2023

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, **CITY OF SANDUSKY, A MUNICIPAL CORPORATION ORGANIZED UNDER THE LAWS OF OHIO** (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 Sandusky, Erie County, State of Ohio, being the land of the Grantor as described in Exhibit "A" attached and made a part hereof, and more particularly described as follows:

Recorded In: Vol. 435 Page 485

Permanent Parcel No.: 56-64004.000, 56-64003.000, 56-64005.000

Property Address: 40 Water St West ½, 40 Water St W ½ of E 1/2

The pipelines laid pursuant to the terms and conditions of this Easement 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; the ten-foot-wide area is referred to as the "Easement Area."

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 Company and will not in any way impair the ability of the Company to operate, maintain, repair, replace or remove any such pipeline facility.

Grantor shall not construct or permit to be constructed or place any house, leach beds, septic tanks, or other obstructions on or over the Easement Area that will interfere with the construction, maintenance, operation, replacement or repair of the pipelines or appurtenances constructed hereunder. However, the Grantor may install equipment and construct lots or routes on and over the Easement Area in order to facilitate vehicular and pedestrian access and parking services.

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

The Company shall replace 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, 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 Easement 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 Easement 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_____.

GRANTOR

By: _____

Print Name: _____

Print Title: _____

STATE OF OHIO)

) SS:

COUNTY OF ERIE)

This is an acknowledgment. No oath or affirmation was administered for this notarial act.

Before me, a Notary Public in and for said County and State personally appeared

_____ of the aforementioned,
Name(s)

_____, who represented that _____
Company he/she/they is/are

duly authorized in the premises, and who acknowledged that _____ did
he/she/they

sign the foregoing instrument, and that the same is _____ free act and deed as such
his/her/their

_____ and the free act and deed of said.
Title(s)

Company

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

My Commission Expires:

Notary Public
Print Name: _____

THIS INSTRUMENT PREPARED BY:
COLUMBIA GAS OF OHIO, INC.
JO#: 22-1432590-00 // LLAROCK

EXHIBIT "A"-1

**PERMANENT EASEMENT TO COLUMBIA GAS OF OHIO INC. ON THE
PROPERTY OF THE CITY OF SANDUSKY, BEING PART OF LOT 40, WATER
STREET, FIRST WARD, WITHIN THE CITY OF SANDUSKY, ERIE COUNTY, OHIO**

*Commencing at the center of a monument box lid, found at the intersection
of Jackson and Water Street;*

*L-1 Thence North 66° 12' 32" East, along the centerline of Water Street
(having a 74.25 foot full right-of-way width), a distance of 200.72 feet to a
point;*

*L-2 Thence, South 23° 41' 50" East, a distance of 37.13 feet to a point on
the Southerly right-of-way line of said Water Street, said point being the Point
of Beginning of the property herein described;*

*L-3 Thence, North 66° 12' 32" East, along said right-of-way line a distance
of 10.00 feet to a point at the northwest corner of the property owned by
Sandusky State Theater, as described in R.N 200406855;*

*L-4 Thence, South 23° 41' 11" East, along said property line a distance of
150.07 feet to a point;*

L-5 Thence, South 66° 11' 23" West, a distance of 10.00 feet to a point;

*L-6 Thence, North 23° 41' 11" West, a distance of 150.07 feet to the Point
of Beginning, containing 1501 square feet.*



Columbia Gas J.O.# 22-1432590-00
Drawn: SDG
Checked: CRC
Date: 05/09/2023
Job No.: 20235467
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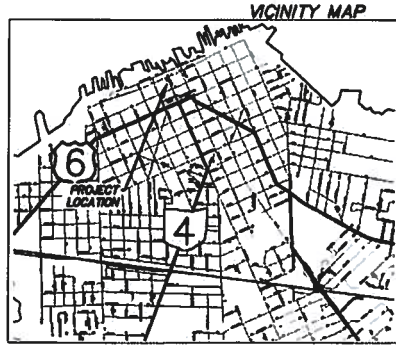
EXHIBIT "A"-2

PERMANENT EASEMENT TO COLUMBIA GAS OF OHIO INC. ON THE PROPERTY OF THE CITY OF SANDUSKY, BEING PART OF LOT 40, WATER STREET, FIRST WARD, WITHIN THE CITY OF SANDUSKY, ERIE COUNTY, OHIO

- ① Sandusky State Theater
R.N 200406855
56-64005.000
- ② City of Sandusky
D.V 435, page 485
56-64003.000
- ③ City of Sandusky
D.V 435, page 485
56-64004.000

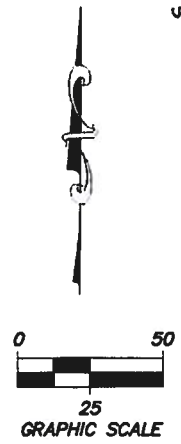
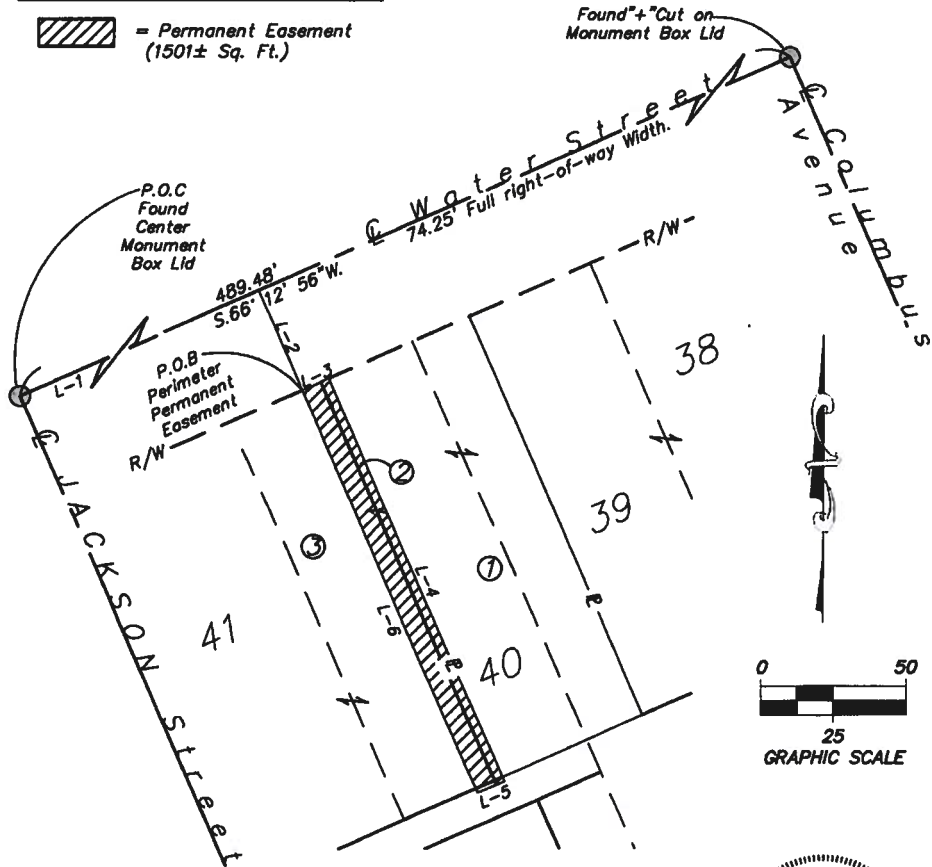
LINE TABLE

Line	Bearing	Distance
L-1	N. 66° 12' 32" E.	200.72'
L-2	S. 23° 41' 50" E.	37.13'
L-3	N. 66° 12' 32" E.	10.00'
L-4	S. 23° 41' 11" E.	150.07'
L-5	S. 66° 11' 23" W.	10.00'
L-6	N. 23° 41' 11" W.	150.07'



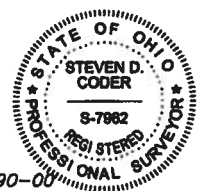
= Permanent Easement (1501± Sq. Ft.)

Found + Cut on Monument Box Lid



Steven D. Coder 05-22-2023
Steven D. Coder P.S. #7962 Date

Bearings shown herein are based on an assumed meridian and are intended to depict angular measurement only. Note: This is not a boundary survey and is only intended to illustrate easement area.



Columbia Gas J.O.# 22-1432590-00
Drawn: SDC
Checked: CRG
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