

ORDINANCE NO. 23-184

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO GRANT A PERMANENT UTILITY EASEMENT TO COLUMBIA GAS OF OHIO, INC. ON CITY PROPERTY PLATTED AS MARKET GROUNDS BETWEEN HANCOCK STREET AND FRANKLIN STREET, 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 platted as Market Grounds between Hancock Street and Franklin Street (Parcel No. 56—68066.000) to install a new service line to private property located at 326 E. Market Street (Parcel No. 56-01156.000); and

WHEREAS, the proposed Easement, a copy of which is attached and marked Exhibit “1”, grants Columbia Gas of Ohio, Inc. a ten foot (10’) wide easement and 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, Columbia Gas has agreed to replace the sidewalks over the new service line; 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 so construction of the service line can begin immediately and prior to the heating season; 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 installing a new service line on City property platted as Market Grounds between Hancock Street and Franklin Street, Sandusky, substantially in the same forms as attached to this

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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: September 11, 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** (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, and more particularly described as follows:

Recorded In: PV. 2, page 365

Permanent Parcel No.: 56-68066.000

Property Address: Market St, Sandusky, OH 44870

Containing: 0.6060 acres more or less, being better known as a 66'x400' section of land located between Hancock and Franklin Streets on Market Street

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 10 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, structure, trees, shrubbery taller than five (5) feet, 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.

Grantor acknowledges and agrees that Company has the right from time to time to: (a) clear the Easement Area of all obstructions and (b) clear, cut, trim and remove any and all vegetation, trees, brush, and overhanging branches from the Easement Area 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 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.

EXHIBIT A

IN WITNESS WHEREOF, the Grantor hereto has hereunto set its hand this _____ day
of _____, 2023.

City Of Sandusky

By: _____

Print Name: _____

Print Title: _____

STATE OF OHIO)
) SS:
COUNTY OF _____)

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

_____ of the aforementioned,
Name(s)
_____, who represented that _____
Company he/she/they is/are
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
he/she/they
_____ 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# 23-0102113-00 TAS

EXHIBIT "A"

PERMANENT EASEMENT TO COLUMBIA GAS OF OHIO INC. ON THE PROPERTY OF THE CITY OF SANDUSKY, BEING PART OF MARKET GROUNDS IN THE CITY OF SANDUSKY, ERIE COUNTY, OHIO

LINE TABLE

Line	Bearing	Distance
L-1	S. 23° 41' 46" E.	105.76'
L-2	S. 66° 07' 08" W.	33.00'
L-3	S. 66° 07' 08" W.	110.00'

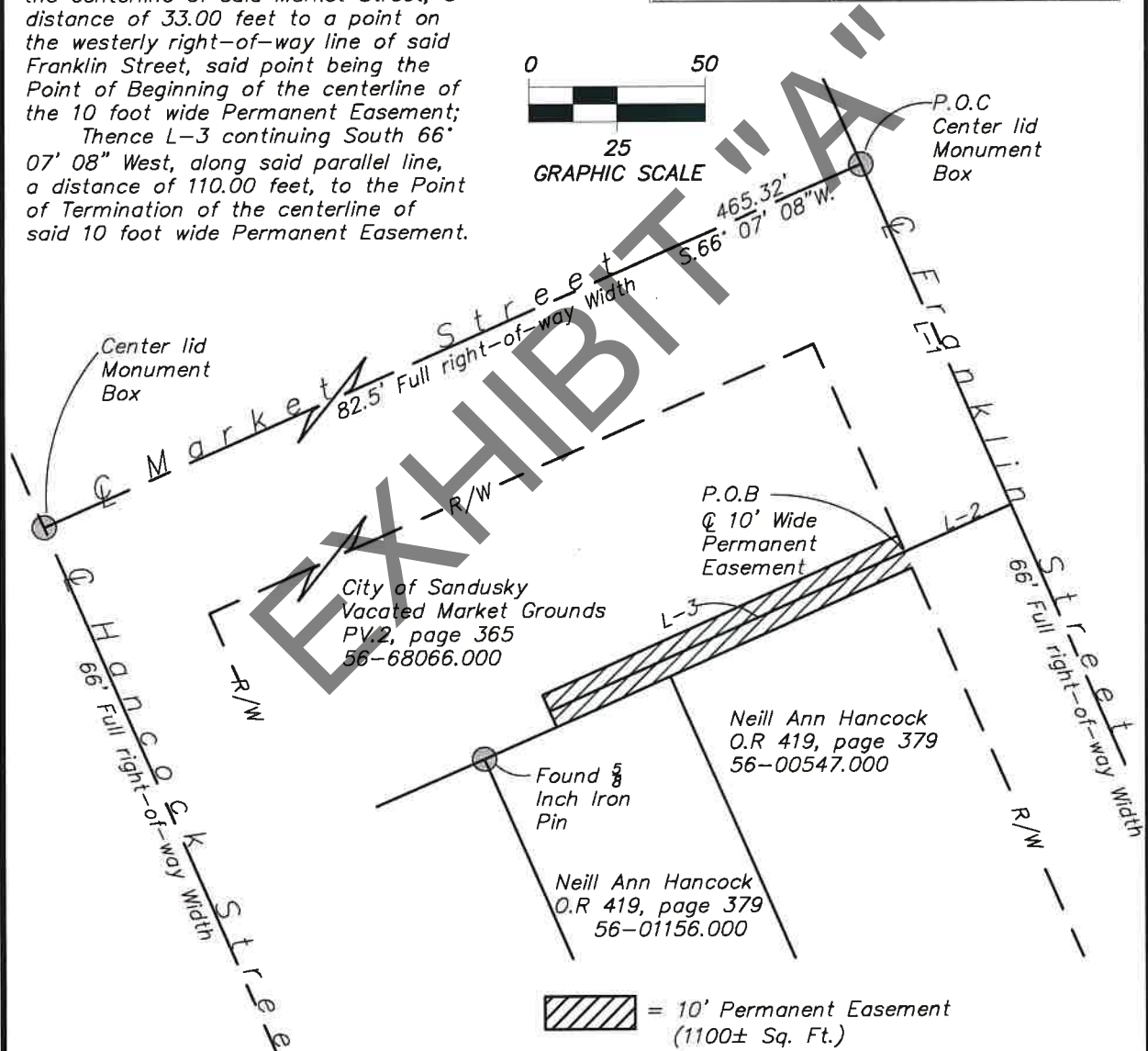
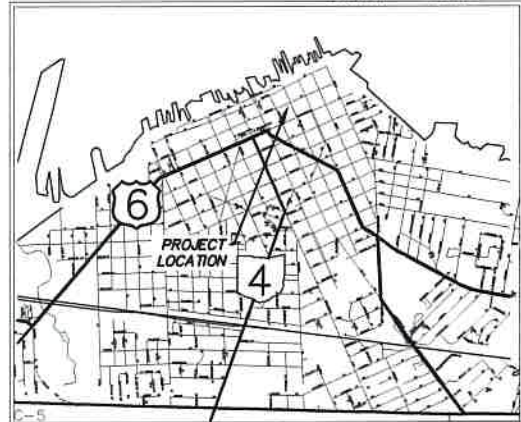
Commencing at the center of the monument box lid found at the centerlines of Market and Franklin Street;

Thence L-1, South 23° 41' 46" East, along the centerline of said Franklin Street, a distance of 105.76 feet;

Thence L-2, South 66° 07' 08" West, along a line that is parallel to the centerline of said Market Street, a distance of 33.00 feet to a point on the westerly right-of-way line of said Franklin Street, said point being the Point of Beginning of the centerline of the 10 foot wide Permanent Easement;

Thence L-3 continuing South 66° 07' 08" West, along said parallel line, a distance of 110.00 feet, to the Point of Termination of the centerline of said 10 foot wide Permanent Easement.

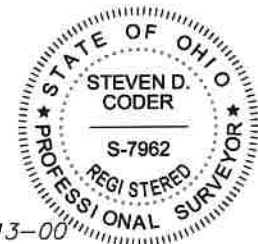
VICINITY MAP



= 10' Permanent Easement (1100± Sq. Ft.)

Steven D. Coder *08/08-2023*
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.# 23-0102113-00
Drawn: SDC
Checked: CRG
Date: 03/23/2023
Job No.: 20235370
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