

REQUESTED BY:
BROWN

LAW DEPARTMENT
DRAFT NO. 3876

TITLE

AN ORDINANCE FOR THE PURPOSE OF AUTHORIZING THE MAYOR AND THE DIRECTOR OF PUBLIC SERVICE AND SAFETY TO GRANT A PERMANENT EASEMENT TO EAST OHIO GAS COMPANY DBA DOMINION ENERGY OHIO FOR GAS PIPELINE CONSTRUCTION, REPLACEMENT AND MAINTENANCE, OVER, UNDER AND ACROSS PROPERTY OWNED BY THE CITY OF WARREN, OHIO AT OR NEAR THE INTERSECTION OF WEST MARKET STREET AND SOUTH STREET PURSUANT TO A GAS PIPELINE EASEMENT ATTACHED AS EXHIBIT "A" COLLECTIVELY HERETO, AND DECLARING AN EMERGENCY.

ORDINANCE NO. 12878/19

WHEREAS, East Ohio Gas dba Dominion Energy Ohio has requested that an agreement be entered into for the purpose of granting a Permanent Easement over, under and across property owned by the City of Warren, Ohio and located at or near the intersection of West Market Street and South Street in the City of Warren, Ohio; and

WHEREAS, the Permanent Easement will be for the purpose of the perpetual right to enter on the Subject Property described, at any time that it may see fit, and construct, maintain, operate, inspect, conduct necessary tests, repair, replace parallel to, connect to, change the size of, abandon in place, and remove underground pipeline(s), including meters, valves, cathodic protection equipment and other appurtenances necessary thereto, all of which shall be and remain the property of Grantee, for the transmission of natural gas and all by-products thereof, over, across, through, and under the lands described in this agreement, together with the right to excavate and refill ditches and trenches for the location of such pipeline, and the further right to remove trees, bushes, undergrowth, and other obstructions interfering with the location, construction and maintenance of the pipelines, with rights of ingress and egress to said facilities and appurtenances at all times, on the following described land, being the SUBJECT PROPERTY; and

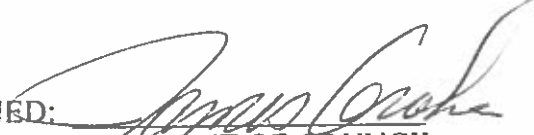
WHEREAS, the City Engineer has reviewed the gas pipeline easement submitted by East Ohio Gas dba Dominion Energy Ohio including maps pertaining thereto and recommends the granting of the Permanent Easement; NOW THEREFORE

BE IT ORDAINED by the Council of the City of Warren, State of Ohio:

Section 1: That the Mayor and Director of Public Service and Safety be and hereby are authorized to execute the attached Agreement which would grant a Permanent Easement only to the East Ohio Gas Company dba Dominion Energy Ohio for the lands, further described in Exhibit "A" attached hereto and made a part hereof.

Section 2: That the Permanent Easement will be for lands of the City located at West Market Street and South Street, as evidenced by the Gas Pipeline Easement subject property description and map and subject to all conditions contained therein which is marked as "Exhibit A" collectively, attached hereto and made a part hereof.

Section 3: That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, welfare and safety, and for the further reason that installation may be accomplished during good weather at the earliest time and without undue delay. WHEREFORE, this Ordinance shall take effect and be in force from and after the date of its passage by a vote of two-thirds of all members elected to Council and approval by the Mayor.

SIGNED: 
PRESIDENT OF COUNCIL

ATTEST: 
DEPUTY CLERK

FILED WITH THE MAYOR: 7-24-19

DATE APPROVED: 7-24-19


MAYOR, CITY OF WARREN, OHIO

EXHIBIT "A" TO DRAFT NO. 3876

SAP # _____ R/V # _____ Reference # 19-0223 _____

GAS PIPELINE EASEMENT

THIS EASEMENT, made and entered into this _____ day of _____, 2019, and in CONSIDERATION of the good faith performance by each party of the mutual covenants hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, I/we, The City of Warren Ohio A Municipal Corporation of 391 Mahoning Ave NW Warren, Ohio 44483, the Landowner(s) of the SUBJECT PROPERTY, herein called "Grantor", hereby grants, conveys and warrants unto The East Ohio Gas Company, d/b/a Dominion Energy Ohio, an Ohio Corporation located at 1201 East 55th Street, Cleveland, Ohio, 44103, herein called "Grantee", its successors and assigns, the perpetual right to enter on the Subject Property described in this agreement, together with the right to excavate and refill ditches and trenches for the location of such pipeline, and the further right to remove trees, bushes, undergrowth, and other obstructions interfering with the location, construction and maintenance of the pipelines, with rights of ingress and egress to said facilities and appurtenances at all times, on the following described land, being the SUBJECT PROPERTY.

SUBJECT PROPERTY

Situated in the City of Warren, County of Trumbull, and State of Ohio, and containing .04 acres, more or less.

Legal Description: 911 82.40F Warren Triangle W W Market St
Tax Parcel No.: 39-558931 Routing/Map References: 39
Deed Reference: OR Book 321, Page 506

The pipeline land pursuant to this agreement is to be located within the limits of an easement of a width deemed necessary by the Grantee. Said Easement Area being granted is further described as a strip of land ten feet (10') wide running west to east and twenty-two feet (22') long running north to south, starting twenty feet (20') to the east from the point of the intersection of West Market Street and South Street SW, as described in the above-referenced Deed, and further depicted in Exhibit "A", attached hereto and made a part hereof.

The Grantor may use and enjoy the SUBJECT PROPERTY, subject to the conditions, restrictions, and provisions of this GAS PIPELINE EASEMENT, expressed and implied, and provided always that such use and enjoyment shall not interfere or be inconsistent in any way with rights, privileges and uses herein granted to the Grantee. Grantor shall not construct or permit to be constructed any house, structure, or obstruction on or over said easement area that will interfere with the construction, maintenance or operation of the pipeline or appurtenances constructed hereunder.

PAYMENT FOR DAMAGE. The Grantee shall repair, replace, or compensate the Grantor for any harm or damages that the Grantee inflicts upon the Grantor's existing property and/or improvements [such as but not limited to drain tile, fences, driveways, walks, buildings] in the process of the Grantee exercising any of its herein declared rights upon the SUBJECT PROPERTY. Excepted from Grantee's liability to repair, replace or compensate the Grantor for damages, is harm that the Grantee might inflict upon the land by maintenance, or harm to the Grantor's improvements

This Instrument Was Prepared By
Dominion Energy Ohio, May, 2013

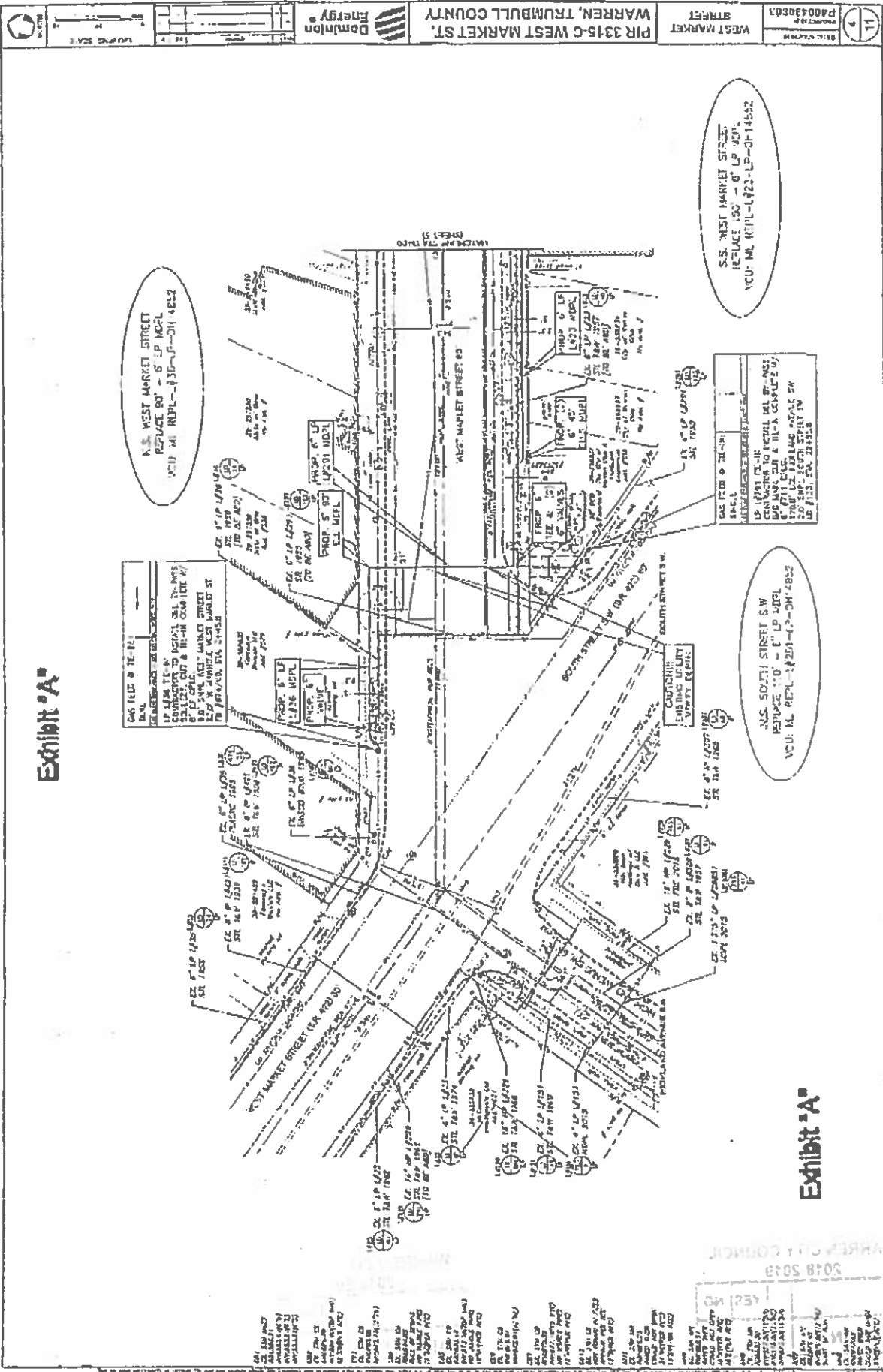


Exhibit A

Exhibit A

[illegible]