REQUESTED BY: BROWN

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.

Page Two Draft No. 3876

SIGNED:

FILED WITH THE MAYOR: 7-24-19

MAYOR, CITY OF WARREN, OHIO

EXHIBIT "A" TO DRAFT NO. 3876

SAP#	- 77	የ/\V #	Reference # 19.0323	2,
	GA	S PIPELINE EAS	EMENT	

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 Reference: 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 decimal occassary 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 morth 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 empty 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 fsuch 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

classified herein as easement violation(s). The Grantee shall compensate the Granter for any damages it inflicts upon crops, regardless of whether the crops were damaged by the Grantee in or outside of DEO's easement area.

ARBITICATION OF DAMAGE. In case of unresolvable dispute or claim between Grantor and Grantee, regarding the PAYMENT FOR DAMAGE clause above, EXCEPTING issues pursuant to violations of Local, State, or Federal codes, regulations, and/or laws, the Grantor and Grantee agree to use the method of BINDING ARBITRATION to settle the dispute or claim, in accordance with and pursuant to the latest Commercial Arbitration Rules of the American Arbitration Association. There shall be three disinterested arbitrators, one chosen by the Grantor, one chosen by the Granteo, and one mutually appointed by the two first chosen arbitrators, to ascertain and determine a settlement of the dispute or claim. The arbitrators' award shall be final. Whatever the conclusion, both Grantor and Grantee will be responsible to pay one half of the total arbitration costs. With respect to any controversy, claim, or dispute that is subject to arbitration under the terms herein, no suit at law or in equity based in an arbitrable dispute or controversy will be instituted by either party, except to enforce the award of the arbitrators. Should any party herein institute any suit contravention of the terms herein, that party shall bear the cost of any reasonable afformey fee and court costs incurred by the other party.

This GAS PIPELINE FASEMENT is perpendid and shall extend to and be binding upon the Granter and Grantee, their respective heirs, successors and assigns, whether assigned in whole or in part, and can not be changed in any way except in writing signed by the Granter and Grantee.

ENTIRE AGREEMENT. It is mutually agreed that this instrument contains and expresses all the agreements and understandings of the parties in regard to the subject matter hereof, and no implied coverant, agreement or obligation shall be read into this Easement or impused upon the parties of either of them.

IN WITNE	SS WHEREOF, Grantos	(5) hereby acknowledge that he/she/they understand and estrictions, and effects of this instrument and grant this
GAS PIPELINE EAS	SEMENT, by executing the day of	s document in
GRANTOR	7	
Title		
STATE OF		
COUNTY OF))	
		said County and State, personally appeared the above named
OI.		
	at he/she/they did sign the fo imself/hemelt/themselves as	regoing instrument, and that it was a free act and deed of said such officer.
IN TESTIMO	ONY WHEREOF, I have ber	eunto set my hand and official seal in the day of 20
	าเ๋า๕ล:	
•		Notary Public

Ohio Law requires all parties to contact the OHIO UTILITIES PROTECTION SERVICE at 1-800-362-2764 at least 48 hours before digging or excavating. ORC - 3781.28 A&B

This Instrument Was Prepared By Dominion Energy Ohio, May, 2018

