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. 1287819

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:

PREZIDENT OF COUNCIL

FILED WITH THE MAYOR: 7-24-19
DATE APPROVED: 7-24-19

MAYOR, CITY OF WARREN, OHIO

ATTEST:

DEPUTY CLERK

Kuren Smith
EXHIBIT "A" TO DRAFT NO. 3876

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, being The City of Warren Ohio, a Municipal Corporation of the State of Ohio, 181 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, dba Dominion Energy Ohio, an Ohio Corporation located at 701 East 55th Street, Cleveland, Ohio, 44103, herein called "Grantee", its successors and assigns, the perpetual right to enter on the SUBJECT PROPERTY described, at any time, 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 transportation 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 pipelines, and the further right to remove trees, bushes, undergrowth, and other obstructive matter 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: 91: 82.407 Warren Triangle W W Market St
Tax Parcel No.: 29-538931
Roadway/Map Reference: 29
Deed Reference: OR Book 331, Page 506

The pipeline laid pursuant to this agreement is to be located within the bounds of an easement of a width described necessary by the Grantor. Said easement Area being further described as a strip of land ten feet (10') wide running east to west the length of the following tracts, 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 Grantee may use and enjoy the SUBJECT PROPERTY, subject to the conditions, restrictions, and provisions of this GAS PIPELINE EASEMENT, expressed and implied, and reserved always that such use and enjoyment shall not interfere or be inconsistent in any way with rights, privileges and uses herein granted to the Grantor. Grantee shall not construct or permit to be constructed any house, structure, or excavation on or over said easement area that will interfere with the construction, maintenance or operation of the pipeline or appurtenances constructed herein.

PAYMENT FOR DAMAGE. The Grantee shall repair, replace, or compensate the Grantor for any harm or damages that the Grantor inures upon the Grantee's existing property and/or improvements such as but not limited to drain tile, fences, driveways, walls, buildings, trees, etc. 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 to the Grantor's improvements...
classified herein as casualty violation(s). The Grantee shall compensate the Grantor for any damages it incurs upon crops, regardless of whether the crops were damaged by the Grantee in or outside of DEO’s subsurface area.

ARBITRATION OF DAMAGE. In case of irreconcilable 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 Grantee, one chosen by the Grantor, and one mutually agreed upon by the two first chosen arbitrators, to ascertain and determine a settlement of the dispute or claim. The arbitrators' award shall be final. Whether 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, an suit at law or in equity based on 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 constitute of the terms herein, that party shall bear the cost of any reasonable attorney fees and court costs incurred by the other party.

This GIS PIPELINE EASEMENT is perpetual and shall extend to and be binding upon the Grantor 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 Grantor 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 herein, and no implied covenant, agreement or obligation shall be read into the Easement as imposed upon the parties or anything to the contrary.

IN WITNESS WHEREOF, Grantor(s) hereby acknowledge that [his/her/its] signature and agree to all the covenants, terms, conditions, restrictions, and covenants of this instrument and grant this GIS PIPELINE EASEMENT by executing this document in

on the __________ day of __________, 20__

GRANTOR

name __________________________
Title __________________________

STATE OF _______________________
COUNTY OF ____________________

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above named


who acknowledged that [he/she/they did sign the foregoing instrument, and that it was a free act and deed of said Company and that of himself/herself/themselves as such officer.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal in

on the __________ day of __________, 20__

My Commission expires: __________________________

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 AAB

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