

ORDINANCE NO. 20-062

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO GRANT EASEMENTS TO COLUMBIA GAS OF OHIO, INC. FOR THE PURPOSE OF RELOCATING A GASLINE ALONG VENICE ROAD NECESSARY FOR THE CITY'S WEST SIDE UTILITY & CONNECTIVITY IMPROVEMENTS PROJECT; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the City Commission declared the necessity to proceed with the proposed West Side Utility & Connectivity Improvements Project by Resolution No. 041-19R, passed on October 28, 2019, and subsequently approved a contract with Speer Brothers, Inc., of Sandusky, Ohio, for said project by Ordinance No. 20-002, passed on January 13, 2020; and

WHEREAS, the proposed easements will allow Columbia Gas of Ohio, Inc. to relocate approximately 2000 feet of an existing 6" gas line along the north side of Venice Road that will run parallel with the existing right-of-way of Venice Road and this relocation is necessary for the installation of a new 10" waterline and storm sewer conduit and structures as part of the City's West Side Utility & Connectivity Improvements Project; and

WHEREAS, the easements run through City owned Parcel Nos. 60-68004.000 (14'x43') and 60-68005.000 (20'x40') located along the north side of Venice Road between Edgewater Drive and Cold Creek Boulevard which contain leases for advertising purposes on existing billboards; 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 to allow Columbia Gas to complete the gas line relocation by the City's deadline of July 17, 2020, and prior to the City's contractor beginning work on the north side of Venice Road for the West Side Utility & Connectivity Improvements Project; 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 grant easements to Columbia Gas of Ohio, Inc., for the purpose of relocating a gas line along Venice Road necessary for the City's West Side Utility & Connectivity Improvements Project, a copy of which is attached, marked Exhibit "1" and is specifically incorporated if fully rewritten herein.

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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



KELLY L. KRESSER
CLERK OF THE CITY COMMISSION

Passed: April 13, 2020

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, **THE CITY OF SANDUSKY, OHIO, a municipal corporation** (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 lands of the Grantor as described in Exhibit "A" attached hereto and made a part hereof, and more particularly described as follows:

Recorded In: Deed Volume 322 Page 539

Permanent Parcel No.: 60-68004.000 and 60-68005.000

Property Address: Venice Rd. Sandusky, Ohio 44870

The pipelines laid pursuant to the terms and conditions of this agreement shall be located within the limits of a ten foot (10') wide easement as shown on Exhibit B attached hereto and made part hereof.

In addition to the permanent ten foot wide easement area defined above, Grantor hereby grants Company, its successors and assigns, an easement to temporarily use an additional ten feet of space on either side of and adjoining said permanent easement area, for the purpose of enabling Company to initially construct the pipeline and to later alter, replace, repair or relocate said pipeline (within the permanent easement area) and to conduct all activities incident thereto, including restoration or clean-up activities. Each time such temporary construction easement is utilized, Company shall restore the area disturbed.

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 said Company and will not in any way impair the ability of the Company to operate, maintain, repair, replace or remove any such 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 said 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 of all obstructions and (b) clear, cut, trim and remove any and all vegetation, trees, and brush and overhanging branches from the easement 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 and restore 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, ("Easement Area"), 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 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 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__.

THE CITY OF SANDUSKY, OHIO

By: _____

Print Name _____

Print Title _____

By: _____

Print Name _____

Print Title _____

STATE OF OHIO)
COUNTY OF _____)

) SS:
)

BEFORE ME, a Notary Public in and for said County and State, personally appeared _____ of the aforementioned **THE CITY OF SANDUSKY, OHIO** who represented that _____ 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 (title) _____, and is the free act and deed of said **THE CITY OF SANDUSKY, OHIO**

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

My Commission Expires:

Notary Public

THIS INSTRUMENT PREPARED BY:
COLUMBIA GAS OF OHIO, INC.
JO#: 19-0109227-00 mm

Exhibit A

Parcels 60-68004.000 and 60-68005.000 Venice Rd. (Original parcel description)

All that parcel of land situated in the City of Sandusky, County of Erie and State of Ohio, being parts of Outlots 25, 26, 27, 28, 29 and 30 of the Annexation to Margaretta Township (now City of Sandusky), bounded and described according to a plan of survey made by National Survey Service dated September 6, 1976, and revised to November 4, 1985, as follows; viz:

BEGINNING at a point where the westerly line of the parcel of land containing 226,811.229 square feet, more or less, or 5.207 acres, more or less, which has been conveyed by The Penn Central Corporation to Ben B. Bailey, Mary J. Bailey and Mark A. Bailey by Deed dated December 12, 1984, meets the centerline of Venice Road (U.S. Route 6), said beginning point being at the distance of 1015.42 feet measured North 80°54'02" West, along said centerline of Venice Road, from a monument in the centerline of Edgewater Avenue;

Extending from said beginning point the following nine courses and distances;

(1) North 80°54'02" West, along said centerline of Venice Road, 2371.43 feet to a point in the westerly line of the right-of-way formerly conveyed to The Lake Shore and Michigan Railway Company by Deed dated January 18, 1877, and recorded in Volume 38 of Deeds, Page 227, Erie County, Ohio Records; the following two courses and distances being along said westerly line of right-of-way; thence

(2) North 0°36'31" East, 164.20 feet to a point of curve; thence

(3) Northwardly, on a curve to the left having a radius of 930.37 feet, the chord of which bears North 8°26'22" West for a length of 292.62 feet, the arc distance of 293.84 feet to a point on the southerly line of a 0.31 acre parcel conveyed to The New York Central Railroad Company by Deed dated August 28, 1926 and recorded as aforesaid in Volume 131 of Deeds, Page 77; thence

(4) North 72°22'10" West along said southerly line, 563.44 feet to a point; thence

(5) North 48°30'49" West, 150.78 feet to a point at the southeasterly corner of a parcel of land containing 3.113 acres, more or less, conveyed or about to be conveyed by The Penn Central Corporation to John W. Martin and Lucille M. Martin by Deed dated November 15, 1985.

(6) North 40°12'25" East, along the southeasterly line of the last mentioned parcel of land, 363.47 feet to a point on a curve, which is 32.00 feet southwardly and radially from the centerline of track number 247 of the railroad of Consolidated Rail Corporation; the following two courses and distances being parallel with said centerline of track number 247; thence

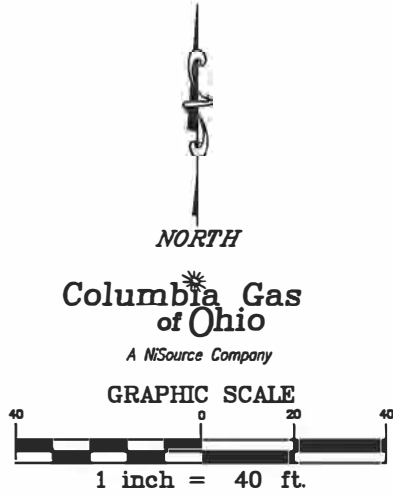
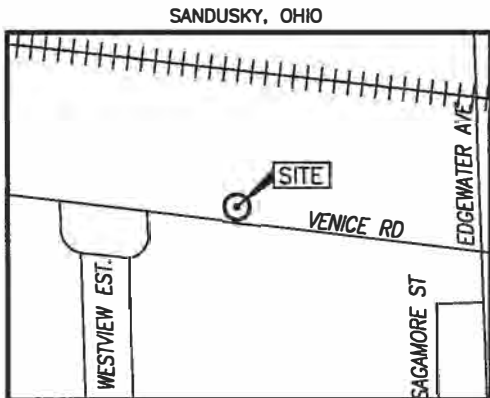
(7) Eastwardly, on a curve to the left having a radius of 5772.67 feet, the chord of which bears South 72°58'38" East for a length of 1543.28 feet, the arc distance of 1547.92 feet to a point of tangent; thence

(8) South 80°39'33" East 1343.12 feet to a point in said westerly line of the parcel of land containing 226,811.229 square feet, more or less, or 5.207 acres, more or less, conveyed as aforesaid to Ben B. Bailey, Mary J. Bailey and Mark A. Bailey; and thence

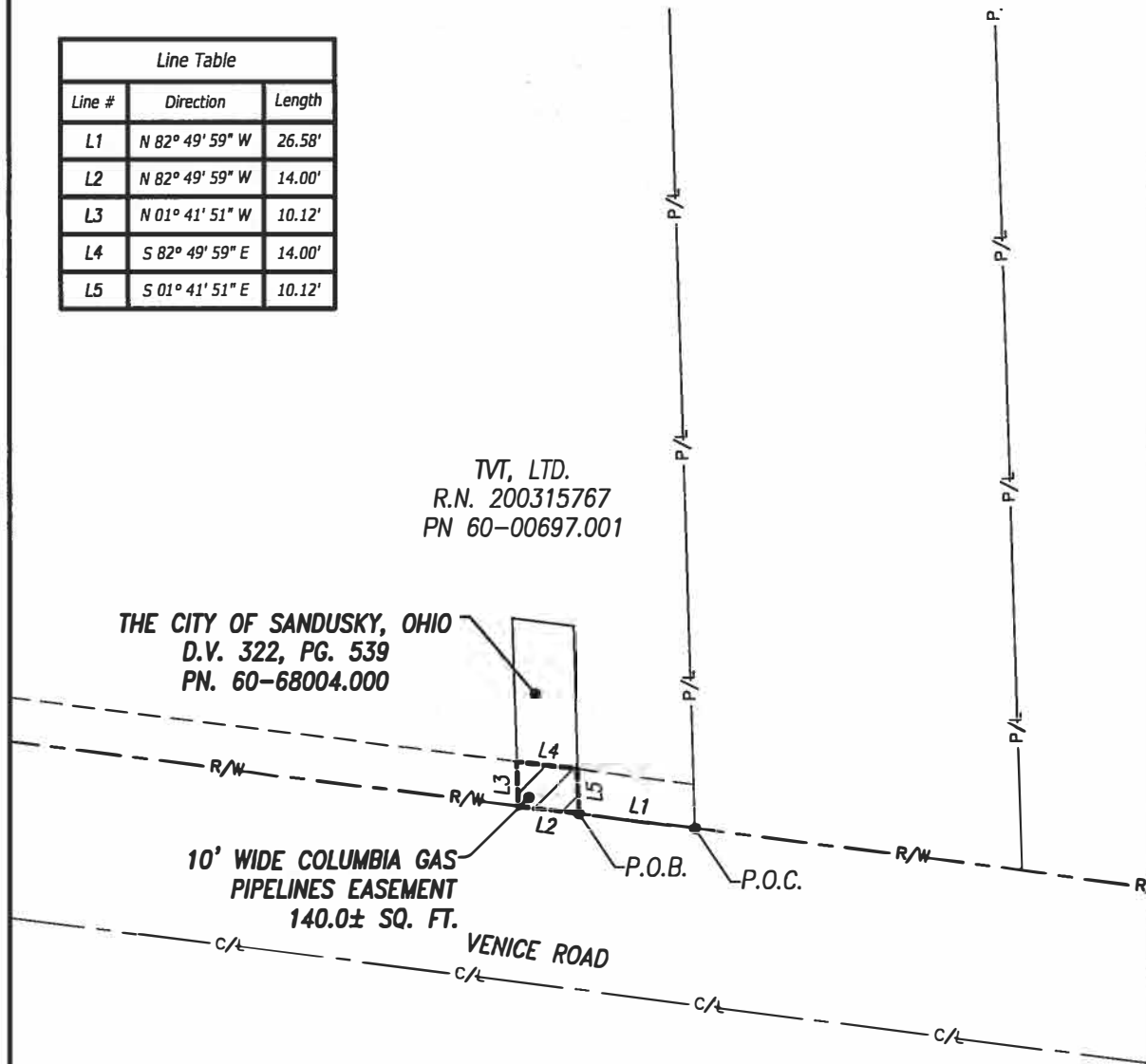
(9) South 0°14'07" West along said westerly line 707.01 feet to the place of beginning,

Containing 44.460 acres, more or less.

EXHIBIT 'B'



Line Table		
Line #	Direction	Length
L1	N 82° 49' 59" W	26.58'
L2	N 82° 49' 59" W	14.00'
L3	N 01° 41' 51" W	10.12'
L4	S 82° 49' 59" E	14.00'
L5	S 01° 41' 51" E	10.12'



THIS EXHIBIT IS DRAWN FOR THE LIMITED USE OF COLUMBIA GAS OF OHIO TO IDENTIFY THE EASEMENT LOCATION, AND IS NOT INTENDED TO REPRESENT AN ACCURATE SURVEY OF THE PROPERTY.
PREPARED BY TEAM FISHEL SURVEYING & ENGINEERING

COMPANY COLUMBIA GAS OF OHIO, INC.		REVISION	
PROJECT 10' STRIP EASEMENT ON THE PROPERTY OF THE CITY OF SANDUSKY, OHIO		FISHEL ORDER # 05183000	
DATE 2/21/2020		JOB ORDER 19-0109227-00	
ENGINEER CGO		WORK ORDER	
TECHNICIAN CLW		LOCATION SANDUSKY	
SCALE 1"=40'		COUNTY ERIE	
PAGE 1 OF 4		STATE OHIO	
MAPS		CK'D BY MLH	
DRAWING NO. EXHIBIT B			

EXHIBIT 'B'

**DESCRIPTION OF A COLUMBIA GAS OF OHIO, INC.
(A Nisource Company)**

NON-EXCLUSIVE STRIP EASEMENT

Situate in the State of Ohio, County of Erie, City of Sandusky, being parts of Outlots 25, 26, 27, 28, 29 & 30 of the Annexation to Margareta Township (now City of Sandusky), said parcel being currently conveyed to **THE CITY OF SANDUSKY, OHIO** (Hereon referred to as Grantor) of record in Deed Volume 322, Page 539 (Parcel #60-68004.000) in the Erie County Recorder's Office, Sandusky, and being more particularly described as follows:

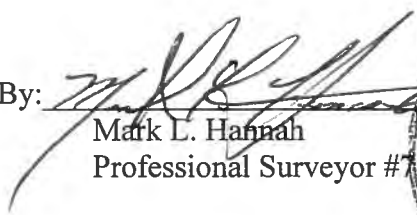
Commencing, for reference, at a point in the Northerly Right-of-Way line of Venice Road and being the Southeast property corner of TVT, LTD of record in R.N. 200315767. Thence, **N-82°-49'-59"-W** for a distance of **26.58** feet to the Point of Beginning.

Thence, with the following Four (4) courses and distances of which cross over and through said parcel of the Grantor herein and are described as follows:

- 1) Thence, **N-82°-49'-59"-W** for a distance of **14.00** feet to the Southwest property corner of said Grantor;
- 2) Thence, **N-01°-41'-36"-W** for a distance of **10.12** feet to a point in the Westerly property line of said Grantor;
- 3) Thence, **S-82°-49'-59"-E** for a distance of **14.00** feet to a point in the Easterly property line of said Grantor;
- 4) Thence, **S-01°-41'-50"-E** for a distance of **10.12** feet to the **Point of Beginning**.

Said easement as surveyed contains **140.00** Square Feet of land more or less.

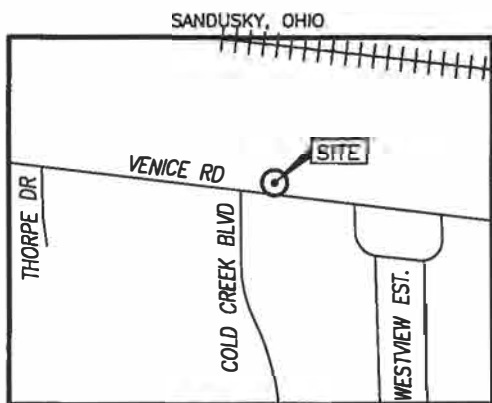
By:


Mark L. Hannah
Professional Surveyor #7500

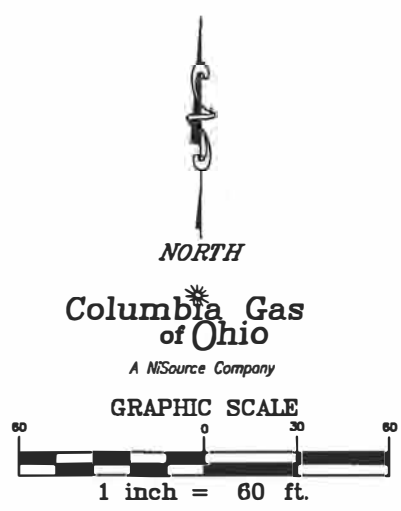


19-0109227
SANDUSKY-EX1

EXHIBIT 'B'



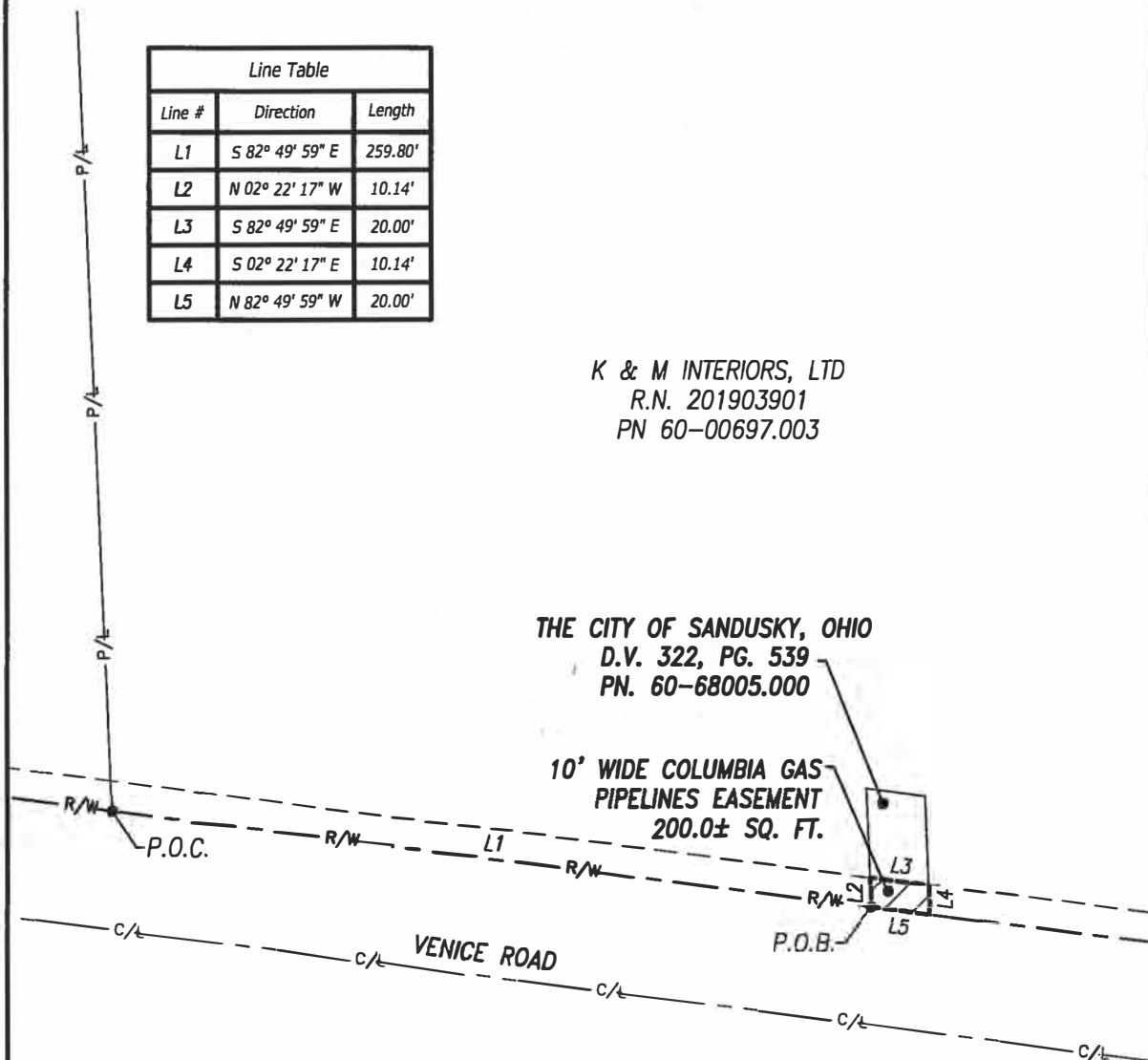
SITE VICINITY MAP
NTS



Line Table		
Line #	Direction	Length
L1	S 82° 49' 59" E	259.80'
L2	N 02° 22' 17" W	10.14'
L3	S 82° 49' 59" E	20.00'
L4	S 02° 22' 17" E	10.14'
L5	N 82° 49' 59" W	20.00'

K & M INTERIORS, LTD
R.N. 201903901
PN 60-00697.003

THE CITY OF SANDUSKY, OHIO
D.V. 322, PG. 539
PN. 60-68005.000



10' WIDE COLUMBIA GAS
PIPELINES EASEMENT
200.0± SQ. FT.

THIS EXHIBIT IS DRAWN FOR THE LIMITED USE OF COLUMBIA GAS OF OHIO TO IDENTIFY THE EASEMENT LOCATION, AND IS NOT INTENDED TO REPRESENT AN ACCURATE SURVEY OF THE PROPERTY.
PREPARED BY TEAM FISHEL SURVEYING & ENGINEERING

COMPANY <p style="text-align: center;">COLUMBIA GAS OF OHIO, INC.</p>		REVISION	
		FISHEL ORDER # 05183000	
PROJECT <p style="text-align: center;">10' STRIP EASEMENT ON THE PROPERTY OF THE CITY OF SANDUSKY, OHIO</p>		JOB ORDER 19-0109227-00	
		WORK ORDER	
		LOCATION SANDUSKY	
DATE 2/21/2020		COUNTY ERIE	
		STATE OHIO	
		DRAWING NO. EXHIBIT B	
ENGINEER CGO		CK'D BY MLH	
TECHNICIAN CLW		MAPS PAGE 3 OF 4	
SCALE 1"=60'		DRAWING NO. EXHIBIT B	

EXHIBIT 'B'

**DESCRIPTION OF A COLUMBIA GAS OF OHIO, INC.
(A Nisource Company)**

NON-EXCLUSIVE STRIP EASEMENT

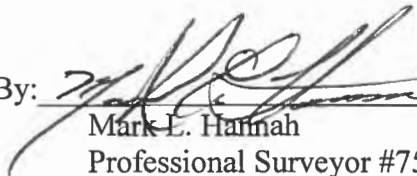
Situate in the State of Ohio, County of Erie, City of Sandusky, being parts of Outlots 25, 26, 27, 28, 29 & 30 of the Annexation to Margaretta Township (now City of Sandusky), said parcel being currently conveyed to **THE CITY OF SANDUSKY, OHIO** (Hereon referred to as Grantor) of record in Deed Volume 322, Page 539 (Parcel #60-68005.000) in the Erie County Recorder's Office, Sandusky, and being more particularly described as follows:


Commencing, for reference, at a point in the Northerly Right-of-Way line of Venice Road and being the Southwest property corner of K &M Interiors, LTD of record in R.N. 201903901. Thence, **S-82°-49'-59"-E** for a distance of **259.80** feet to the Point of Beginning.

Thence, with the following Four (4) courses and distances of which cross over and through said parcel of the Grantor herein and are described as follows:

- 1) Thence, **N-02°-22'-17"-W** for a distance of **10.14** feet to a point in the Westerly property line of said Grantor;
- 2) Thence, **S-82°-49'-59"-E** for a distance of **20.00** feet to a point in the Easterly property line of said Grantor;
- 3) Thence, **S-02°-22'-17"-E** for a distance of **10.14** feet to a point in the Northerly Right-of-Way line of Said Venice Road
- 4) Thence, **N-82°-49'-59"-W** for a distance of **20.00** feet to the **Point of Beginning**.

Said easement as surveyed contains ~~200.00~~ Square Feet of land more or less.

By: 
Mark L. Hannah
Professional Surveyor #7500



19-0109227
SANDUSKY-EX2