

ORDINANCE NO. 39-2019

Granting an Easement to Columbia Gas of Ohio, Inc. through a Portion of Property Owned by the City of Worthington at 7200 Huntley Road to Accommodate the Relocation of Utilities as part of the Northeast Gateway Project.

WHEREAS, the Northeast Gateway Intersection Improvement Project will reconstruct Worthington Galena Road starting 600 feet north of the CSX railroad to Lakeview Plaza Boulevard, Wilson Bridge Road from the CSX Railroad to Worthington Galena Road, and Huntley Road starting 400 feet south of Wilson Bridge Road to Wilson Bridge Road; and,

WHEREAS, the City recently acquired the property located at 7200 Huntley Road for the relocation of Worthington-Galena Road; and,

WHEREAS, the relocation of Worthington-Galena Road will require Columbia Gas to construct a new gas line across 7200 Huntley Road; and,

WHEREAS, the City needs to grant Columbia Gas a utility easement for the new gas line;

NOW, THEREFORE, BE IT ORDAINED by the Council of the Municipality of Worthington, County of Franklin, State of Ohio:

SECTION 1. That the Council of the City of Worthington does hereby grant a utility easement to Columbia Gas of Ohio, Inc. across the property owned by the City at 7200 Huntley Road as described in the Easement attached hereto as "Exhibit 1".

SECTION 2. That the City Manager and Law Director are each hereby authorized, acting singly or jointly, to take all actions, including the execution of the Easement or other documents, necessary to effectuate the granting of the utility easement to Columbia Gas of Ohio, Inc.

SECTION 3. That notice of passage of this Ordinance shall be posted in the Municipal Administration Building, the Worthington Library, the Griswold Center and the Worthington Community Center and shall set forth the title and effective date of the Ordinance and a statement that the Ordinance is on file in the office of the Clerk of Council. This Ordinance shall take effect and be in force from and after the earliest period allowed by law and by the Charter of the City of Worthington, Ohio.

Passed October 7, 2019

/s/ Bonnie D. Michael
President of Council

Attest

/s/ D. Kay Thress
Clerk of Council

Exhibit 1

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 Worthington, Franklin County, Ohio** (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 Township of Perry, Franklin County, State of Ohio, and more particularly described as follows:

Recorded In: 201905010050301

Permanent Parcel No.: 100-002695

Property Address: 7200 Huntley Road, Worthington, OH 43085

Containing: 2.312 acres more or less, being located in State of Ohio, County of Franklin, City of Worthington, located in Quarter Township 2, Township 2, Range 18 of the United States Military Lands, being a part of Lot 65 as demonstrated in Deed Book A, Page 194 and re-recorded in Deed Book A, Page 21.

The pipelines laid pursuant to the terms and conditions of this Easement Agreement shall be located within the limits of a 80.17' wide easement as described in Exhibit A attached hereto and made part hereof; the 80.17 foot wide area is referred to as the "Easement Area."

Exhibit 1

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.

IN WITNESS WHEREOF, the Grantor hereto has hereunto set its hand this _____ day of _____, 2019.

CITY OF WORTHINGTON, FRANKLIN COUNTY, OHIO

By: _____

Print Name: Matt Greeson

Print Title: City Manager

STATE OF OHIO)
) SS:
COUNTY OF FRANKLIN)

Matt Greeson of the aforementioned, City of Worthington, Franklin County, Ohio , who represented that he is duly authorized in the premises, and who acknowledged that he did sign the foregoing instrument, and that the same is his free act and deed as such City Manager and the free act and deed of said City of Worthington, Franklin County, Ohio .

IN TESTIMONY WHEREOF, I hereunto set my hand and official seal this _____ day of _____ 2019.

My Commission Expires:

Notary Public

THIS INSTRUMENT PREPARED BY:
COLUMBIA GAS OF OHIO, INC.

EXHIBIT A

LPA RX 883 U

Page 1 of 3

Rev. 09/12

Ver. Date 11/17/2017

PID 95516

**PARCEL 15-U
FRA-CR 84-1.36
PERPETUAL EASEMENT FOR UTILITY PURPOSES
IN THE NAME AND FOR THE USE OF THE
COLUMBIA GAS OF OHIO, INC.**

COLUMBIA GAS OF OHIO, INC., its successors and assigns, the right to lay pipelines 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 of service and remove same, together with valves and other necessary appurtenances on lands situated in Quarter Township 2, Township 2, Range 18 of the United States Military Lands, situated in the City of Worthington, County of Franklin, State of Ohio, and more particularly described as follows:

[Surveyor's description of the premises follows]

Being a parcel of land lying on the right side of the centerline of proposed right-of-way and construction of Huntley Road (County Road 78) (CR 78) as shown on a centerline survey plat made in 2017 for the City of Worthington, Franklin County, Ohio, titled "FRA-CR 84-1.36 Northeast Gateway" as recorded in Plat Book 123, Pages 47 thru 50 of the records of Franklin County:

Situated in the State of Ohio, County of Franklin, City of Worthington, located in Quarter Township 2, Township 2, Range 18 of the United States Military Lands, being a part of Lot 65 as demonstrated in Deed Book A, Page 194 (Destroyed by Fire) and re-recorded in Deed Book A, Page 21, being on, over, and across the 2.312 acre tract conveyed to 7200 Huntley Road, LLC by deed of record in Instrument Numbers 201604140045690 and 201604140045692, and being described as follows:

Beginning at an iron pin set at the intersection of the easterly proposed right-of-way line of CR 78 and a line common to said 2.312 acre tract and a 4.529 acre tract conveyed to Anheuser-Busch Commercial Strategy, LLC by deed of record on Instrument Number 201702220025287, acquired as Parcel 15-WD of right-of-way plans titled "FRA-CR 84-1.36 Northeast Gateway", located 58.00 feet right of centerline of proposed right-of-way and construction station 411+43.65 for CR 78;

thence South 86 Degrees 38 Minutes 43 Seconds East, with said common line, a distance of 53.10 feet, to a point, located 108.01 feet right of centerline of proposed right-of-way and construction station 411+61.54 for CR 78;

EXHIBIT A

LPA RX 883 U

Page 2 of 3

Rev. 09/12

thence on, over, and across said 2.312 acre tract, the following courses:

South 23 Degrees 02 Minutes 17 Seconds West, a distance of 88.82 feet, to a point, located 108.00 feet right of centerline of proposed right-of-way and construction station 410+72.71 for CR 78;

with the arc of a curve to the left, having a central angle of 02 Degrees 07 Minutes 01 Seconds, a radius of 642.00 feet, an arc length of 23.72 feet, a chord length of 23.72 feet on a chord that bears South 21 Degrees 58 Minutes 46 Seconds West, to a point, located 108.00 feet right of centerline of proposed right-of-way and construction station 410+45.00 for CR 78;

North 69 Degrees 04 Minutes 44 Seconds West, a distance of 4.00 feet, to a point, located 104.00 feet right of centerline of proposed right-of-way and construction station 410+45.00 for CR 78;

with the arc of a curve to the left, having a central angle of 08 Degrees 45 Minutes 44 Seconds, a radius of 646.00 feet, an arc length of 98.79 feet, a chord length of 98.70 feet on a chord that bears South 16 Degrees 32 Minutes 24 Seconds West, to a point on the line common to said 2.312 acre tract and a 2.336 acre tract conveyed to Mayfam Realty by deed of record in Official Record 1045A11, located 104.00 feet right of centerline of proposed right-of-way and construction station 409+30.30 for CR 78;

thence North 86 Degrees 39 Minutes 08 Seconds West, with said common line, a distance of 50.55 feet, to an iron pin set on said easterly proposed right-of-way line, located 54.00 feet right of centerline of proposed right-of-way and construction station 409+21.96 for CR 78;

thence on, over, and across said 2.312 tract with said easterly proposed right-of-way line, the following courses:

with the arc of a curve to the right, having a central angle of 09 Degrees 23 Minutes 59 Seconds, a radius of 696.00 feet, an arc length of 114.18 feet, a chord length of 114.06 feet on a chord that bears North 16 Degrees 13 Minutes 16 Seconds East, to an iron pin set, located 54.00 feet right of centerline of proposed right-of-way and construction station 410+45.00 for CR 78;

South 69 Degrees 04 Minutes 44 Seconds East, a distance of 4.00 feet, to an iron pin set, located 58.00 feet right of centerline of proposed right-of-way and construction station 410+45.00 for CR 78;

with the arc of a curve to the right, having a central angle of 02 Degrees 07 Minutes 01 Seconds, a radius of 692.00 feet, an arc length of 25.57 feet, a chord length of 25.57 feet on a chord that bears North 21 Degrees 58 Minutes 46 Seconds East, to an iron pin set, located 58.00 feet right of centerline of proposed right-of-way and construction station 410+72.71 for CR 78;

EXHIBIT A

LPA RX 883 U

Page 3 of 3
Rev. 09/12

North 23 Degrees 02 Minutes 17 Seconds East, a distance of 70.94 feet, to the ***Point of Beginning***, containing 0.242 acre, more or less, of which 0.000 acre is within the present road occupied and is contained within Auditor's Parcel Number 100-002695.

All references are to the records of the Recorder's Office, Franklin County, Ohio, unless otherwise noted.

Iron pins set, as shown on said Right-of-Way plans, in the above description are 3/4 inch steel rod, thirty (30) inches long with a 2" diameter aluminum cap stamped "EMHT INC."

All bearings shown are for project use only. The bearings described herein are based on the Ohio State Plane Coordinate System, South Zone, NAD83 (2011). Said bearings originated from a field traverse which was tied (referenced) to said coordinate system by GPS observations and observations of selected CORS base stations in the National Spatial reference system. A bearing of North 03 Degrees 08 Minutes 32 Seconds East was held for the centerline of Sancus Boulevard between Lakeview Plaza Boulevard and Dearborn Park Lane.

This description was prepared by, or under the supervision of, John C. Dodgion, Registered Surveyor No. 8069, and is based upon record documents and an actual field survey conducted by Evans, Mechwart, Hambleton & Tilton, Inc. in 2014 and 2016.

EVANS, MECHWART, HAMBLETON & TILTON, INC.

John C. Dodgion
Professional Surveyor No. 8069

