

VILLAGE OF CROOKSVILLE

ORDINANCE NO. 2615

Passed February 19, 2018

AN ORDINANCE TO AUTHORIZE THE VILLAGE ADMINISTRATOR TO EXECUTE AN EASEMENT TO NATIONAL GAS & OIL COOPERATIVE, AND DECLARING AN EMERGENCY.

WHEREAS, National Gas & Oil Cooperative must relocate its existing natural gas pipeline to allow for the replacement of the Main Street bridge, and

WHEREAS, National Gas & Oil Cooperative has requested from the Village of Crooksville an easement to allow for the relocation of the pipeline, and

WHEREAS, the Village Council has reviewed the request, and the Village Solicitor has reviewed the easement, and finding the same to be in due form and finding further that it is in the best interests of the Village to execute such an easement, and that it will not do damage to Village property but is for the benefit of the Village and ought to be granted.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE VILLAGE OF CROOKSVILLE, PERRY COUNTY, OHIO, A MAJORITY OF ALL MEMBERS ELECTED OR APPOINT THERETO CONCURRING, THAT:

SECTION 1: The Village Administrator of the Village of Crooksville be and hereby is authorized and directed to execute on behalf of the Village of Crooksville a certain easement to National Gas & Oil Cooperative permitting it to lay pipelines together with service connections and other appurtenant facilities across the lands owned by the Village of Crooksville according to the exhibit attached to said easement and in accordance with the terms and conditions thereof which have been approved by the Village Solicitor and after review approved by this Council.

SECTION 2: This Ordinance is declared an emergency measure necessary for the general health, safety, and welfare of the citizens of the Village of Crooksville and for the provision of essential utility services and to allow for the prompt replacement of the Main Street bridge, and shall become effective upon its passage of two-thirds (2/3) of the members elected to the Council concurring and if the vote is not sufficient to pass this as an emergency measure, shall become effective from and after the earliest period allowed by law.

ATTEST:


Brittany Ross, Assistant Clerk


Fred Redfern, Mayor

Approved as to form: 
Jan Allen Baughman, Village Solicitor, Village of Crooksville

Transfer Not Necessary
3-14, 2018
Draw Cannon
Perry Co. Auditor

Instrument Book Page
201800000858 OR 442 471

201800000858
Filed for Record in
PERRY COUNTY, OHIO
JACKIE HOOVER, RECORDER
03-14-2018 AT 01:30 pm.
RM 52.06
OR Book 442 Page 471 = 473

GRANT OF PIPELINE EASEMENT & RIGHT OF WAY

For and good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, **Village of Crooksville**, Perry County, Ohio, an Ohio municipal corporation, whose mailing address is 98 S. Buckeye St., Crooksville, OH 43731, hereinafter referred to as "Grantor," does hereby grant unto **NATIONAL GAS & OIL COOPERATIVE**, 1500 Granville Road, P.O. Box 4970, Newark, Ohio 43058-4970, of the County of Licking, hereinafter referred to as "Grantee," its successors and assigns, a perpetual non-exclusive right of way and easement ("Easement") for natural gas and other energy purposes for current and future uses in, over, through and across certain real property located in Sections 17 & 20 of T 14N & 19N, R14W, Village of Crooksville, Perry County, Ohio; being further identified in the Auditor's Department of Real Estate for said county as part of Tax Parcel Numbers 11-0090640.000, 11-0003180.000, and 11-0012430.000, containing 1.69, 0.12, and 0.06 acres, more or less, respectively. Grantor claims title by virtue of instruments recorded in Official Record 59, Page 486; Official Record 273, Page 1773; Deed Volume 114, Page 510; and Official Record 268, Page 2215 as same are on file in the Office of the Recorder of Perry County, Ohio.

DESCRIPTION OF AND WIDTH OF RIGHT OF WAY / EASEMENT

The Utility Facilities contemplated herein shall be constructed underground within the limits of a ten foot (10') wide strip of land, being five feet (5') in width on either side of the as-built pipeline, as generally described on Exhibit A attached hereto and made a part hereof ("Easement Area"), together with additional temporary working widths of ten feet (10') on either side of the Easement Area during construction and for installation and ongoing maintenance purposes. The Easement Area shall also cover lateral service lines and connections.

Grantor hereby grants and conveys to Grantee all necessary and convenient rights for the Easement's use, including, without limitation, the rights to: (i) construct, operate, maintain, inspect, protect, replace, test, repair, alter, change the size of, abandon, enlarge, upgrade, extend, remove, and reasonably relocate within the Easement Area one or more pipelines and related facilities, with appurtenances and associated equipment as Grantee may deem appropriate (the "Utility Facilities"); (ii) perform grading or filling such Utility Facilities; (iii) reasonably cut, trim, remove, at Grantee's option any trees, limbs or branches, brush, shrubs or undergrowth of whatever size, excluding any landscaping, without liability to Grantor except as provided below, both within and immediately adjacent to the Easement Area, that in Grantee's reasonable judgment endangers or will endanger the safety of, interfere with or encroach upon the use of the Utility Facilities.

Within the Easement Area, Grantor shall not: place any buildings, structures, piles of debris, interfere with lateral support, change the level of the ground by excavation or mounding without Grantee's prior consent, which consent shall not be unreasonably withheld, allow any construction that would be inconsistent with the National Fuel Gas Code, or national engineering design standards, or hinder Grantee's access to the Easement Area, and, for underground lines, permit or cause any excavation deeper than eighteen (18) inches, except for other utilities, provided such utilities rights do not conflict with this Easement. Grantee shall have the right to do all things necessary to comply with natural gas pipeline safety standards or the requirements now or hereinafter placed in effect by any governmental or regulatory authority.

Grantor may use the Easement Area for all purposes not inconsistent with the rights granted in this Easement. Grantor acknowledges natural gas pipelines will be constructed in the Easement Area and Grantor shall conduct any construction and maintenance activities on the Easement Area consistent with all applicable safety rules and regulations for working near natural gas pipelines. Safety and/or required clearance issues may be referred to Grantee's engineering group. Grantee shall restore the premises as closely as practicable to its original condition or pay to Grantor reasonable damages to seeded lawns,

landscaping, sidewalks, access drives, fences, gates, drains, and crops caused by Grantee's installation, construction, or ongoing maintenance.

In the event any governmental authority requires Grantee to relocate the Utility Facilities covered by the Easement, Grantee shall have the right to relocate the Utility Facilities to a comparable location with the mutual agreement of the Grantor.

Grantor covenants that it is the true and lawful owner of the Easement Area, and Grantor has the right and full power to bargain, sell and convey this Easement. The undersigned further covenants and warrants that he/she/they has full authority to execute this Easement on behalf of Grantor.

The failure or delay of Grantee or Grantor to exercise any of the rights granted herein, or the removal of any Utility Facilities from the Easement Area, shall not be deemed to constitute an abandonment or waiver of the rights granted herein. This Easement shall be governed by, and construed and interpreted in accordance with, the laws of the State of Ohio, without regard to choice or conflict of law principles.

All provisions hercof shall extend to and apply to the respective heirs, administrators, successors and assigns of the parties hereto, and wherever the singular is used herein the same shall include the plural. If any term hereunder is held invalid, the remainder shall not be affected thereby. The term "Grantor" as used herein shall mean the undersigned during all times when the undersigned has fee simple ownership of the Easement Area, and shall refer to its successors and assigns in interest with respect to ownership of the Easement Area at all times after Grantor has conveyed ownership of the Easement Area to another party.

GRANTOR:
VILLAGE OF CROOKSVILLE:

X *[Signature]*
By: Tom Collins
Its: Administrator

Acknowledgment

STATE OF OHIO :
COUNTY OF Perry : SS

The foregoing instrument was acknowledged before me this 5th day of March, 2018, by Tom Collins, as Administrator of Village of Crooksville, Perry County, Ohio, an Ohio municipal corporation, on behalf of the corporation.

(Seal)



Janice M. Baughman, Attorney At Law
Notary Public, State of Ohio
My Commission has no expiration date
Lifetime Commission

[Signature]
Notary Public

Commission Expires: Lifetime

This instrument prepared by: National Gas & Oil Cooperative
1500 Granville Road, P.O. Box 4970
Newark, Ohio 43058 - 4970

201800000858
ALLEN & BAUGIMAN

