

Public Service Committee
Andrew Roberts, Chair

**ORDINANCE NO. 19 - 24
INTRODUCED BY COUNCIL**

**AN ORDINANCE AUTHORIZING THE PROPER CITY OFFICIAL TO
GRANT AN EASEMENT TO COLUMBIA GAS FOR A GAS MAIN
WEST OF CARPENTER STREET.**

WHEREAS, Columbia Gas is constructing a new two (2) inch main to serve properties west of Carpenter Street; and

WHEREAS, the gas main will be located on City property that is not a dedicated right of way; and

WHEREAS, said gas main requires Columbia Gas to obtain an easement from the City of Zanesville.

NOW, THEREFORE, BE IT ORDAINED, by the Council of the City of Zanesville, State of Ohio, that:

SECTION ONE: The proper City official is hereby authorized to grant an easement to Columbia Gas for a gas main.

SECTION TWO: This Ordinance shall take effect and be in force from and after the earliest period allowed by law.

PASSED: _____, 2019

ATTEST:

SUSAN CULBERTSON,
Clerk of Council

DANIEL M. VINCENT,
President of Council

APPROVED: _____, 2019

JEFF TILTON,
Mayor

**THIS LEGISLATION APPROVED
AS TO FORM**



LAW DIRECTOR'S OFFICE

Ordinance 19-24
Exhibit A

NONEXCLUSIVE PIPELINE EASEMENT

City of Zanesville, 401 Market Street, Zanesville, Ohio 43701, as Grantor, for valuable consideration paid, receipt and sufficiency of which is hereby acknowledged, grants to **COLUMBIA GAS OF OHIO, INC.**, with principal offices at 290 West Nationwide Boulevard, Columbus, Ohio 43215, as Grantee, its successors and assigns, a permanent nonexclusive easement 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 (collectively, the "facilities") over and across the property of the Grantor described as being in what was known as the Sixth Ward (now Third) of said City of Zanesville, bounded by parcel number 84-63-01-01-000 to the West and North, parcel number 84-53-02-01-000 to the East, and parcel number 84-5-02-11-000 to the South, being parcel no. **84-53-02-05-000** and being more fully described in the instrument recorded in Deed Book **530**, Page **894**, said permanent nonexclusive easement being 20 feet in width and its centerline being the location of the pipeline as installed ("easement area").

In addition, Grantor grants to Grantee a temporary easement for construction purposes ten feet in width adjacent to both sides of the twenty-foot permanent easement. This temporary easement shall expire twelve (12) months after the execution of this document.

The facilities installed by Grantee on or under the easement area shall remain the property of Grantee. Grantee shall have the right to inspect, rebuild, remove, repair, improve, and make such changes, alterations, additions to or extensions of its facilities within the boundaries of said easement area as are consistent with the purpose expressed herein. All construction, maintenance, equipment, and facilities shall comply with all applicable laws, ordinances, codes, and regulations.

Grantee shall have the right of ingress to and egress from said right-of-way over the lands of Grantor. Grantee shall exercise such right in such manner as shall not occasion injury and inconvenience to Grantor. Any disturbance of the premises by the Grantee or its employees, agents, and/or contractors will be restored by the Grantee as nearly as practicable to its preconstruction condition. This restoration includes paving, fences, backfilling of trenches, grass, reseeding, replacing or replanting landscaping, and removing trash and/or debris. Trees, shrubs, and ground cover shall be replaced with immature landscaping. Grantee shall not disturb any other utility in the easement area.

Grantee shall have the right to trim, cut, and remove trees, shrubbery, or other obstructions which interfere with or threaten the efficient and safe operation, construction, and maintenance of the Facilities. Grantee shall remove for disposal all brush, branches, and other debris resulting from any cutting, trimming, or clearing of the easement area.

Grantor and its successors and assigns may use the easement area for any purpose not inconsistent with the rights hereby granted, provided such use does not interfere with the safe and efficient construction, operation, or maintenance of the Facilities, and further provided that such use is not inconsistent with any laws, ordinances, or codes pertaining to the construction, operation, or maintenance of the Facilities.

Ordinance 19-24
Exhibit A

The Grantee covenants to maintain the easement area in good repair so that no unreasonable damage will result from its use to the adjacent land of the Grantor, its successor and assigns.

In the event that Grantee discontinues use of the pipeline for twelve (12) consecutive months, this easement will terminate and all right conveyed herein will revert to the current surface owner.

The Grantee shall indemnify and hold Grantor harmless from any and all claims or damages resulting from Grantee's activities and operations on the easement area, including costs of defense. Grantor shall not have any liability to Grantee except for claims or damages arising out of Grantor's own acts or omissions.

The grant and other provisions of this easement shall constitute a covenant running with the land for the benefit of the Grantee, its successors and assigns.

Executed this _____ day, of _____, 2019

City of Zanesville

By _____
Jeff Tilton, Mayor

State of Ohio
County of Muskingum

The foregoing instrument was acknowledged before me this _____ day of _____, 2019, by Jeff Tilton, Mayor of the city of Zanesville.

My Commission Expires

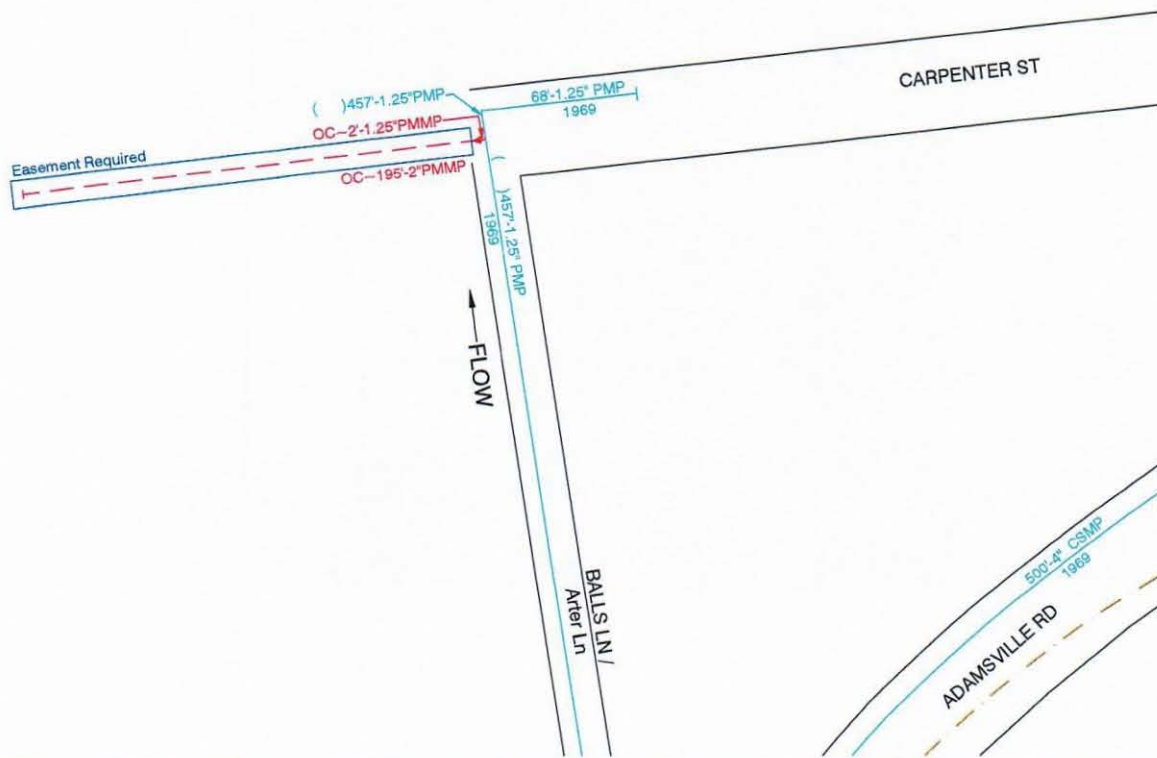
Notary Public

THIS INSTRUMENT PREPARED BY:
COLUMBIA GAS OF OHIO, INC.
JO#: 18-0148147-00 / bs

PRELIMINARY EXHIBIT A

Ordinance 19-24
Exhibit B

MISource



PROPOSED

REVISIONS

REV #	DATE	DESCRIPTION

SITE NAME:
INST# 18-0148147-00
ABAN# NA
PROJECT ID# 18-59601
 Capone B
 Zionsville, Indiana

DRAWING TITLE:
 LAYOUT SHEET

DRAWING NO.
L-1 H

Muskingum County GIS



Notes