

Sponsor: Amdeca/Kitchener

**ORDINANCE NO. 73-18**

AN ORDINANCE AUTHORIZING THE MAYOR TO GRANT A TEMPORARY EASEMENT TO COLUMBIA GAS TRANSMISSION, LLC, ACROSS PROPERTY OWNED BY THE CITY OF JACKSON FOR PAYMENT TO THE CITY OF \$1,590.00, PURSUANT TO R.C. SECTION 723.121 AND DECLARING AN EMERGENCY.

WHEREAS, the City of Jackson is the owner of certain real property upon which Columbia Gas Transmission, LLC is need of a temporary easement; and

WHEREAS, Columbia Gas Transmission, LLC has agreed to pay to the City of Jackson the total sum of \$1,590.00 for the easement as attached hereto as Exhibit A; and

WHEREAS, the City finds that the grant of the requested easement will not interfere with the City's use of the property for a municipal purpose and the interest so conveyed is not needed by the City for a municipal purpose and this conveyance is authorized pursuant to R.C. sections 723.121 and 721.03; and

WHEREAS, this matter constitutes an emergency necessary for the preservation of the health, safety and welfare of the City as the grant of the easement at the earliest possible date will benefit the City and its residents by maintaining a safe system by which to transmit natural gas within the City; and

NOW, THEREFORE, BE IT ORDAINED BY THE LEGISLATIVE AUTHORITY OF THE POLITICAL SUBDIVISION OF THE CITY OF JACKSON, THAT THE INTEREST TO BE CONVEYED BY THE TEMPORARY EASEMENT IS NOT NEEDED FOR A MUNICIPAL PURPOSE AND THE MAYOR IS HEREBY AUTHORIZED TO EXECUTE AND DELIVER THE EASEMENT ATTACHED HERETO IN EXCHANGE FOR THE AGREED UPON PAYMENT AND DECLARING AN EMERGENCY

This Ordinance is hereby declared to be an emergency Ordinance necessary for the immediate preservation of the public peace, health or safety of the City of Jackson, Ohio and for the further reason set forth above. Therefore, this Ordinance shall go into effect upon passage and approval by the Mayor, as provided in Ohio Revised Code Section 731.30.

In the event this Ordinance receives a majority vote for passage but fails to receive the required number of votes to pass as an emergency, then this Ordinance shall be deemed to have passed but with no emergency clause, and shall take effect at the earliest time permitted by law.

OPEN MEETING. It is hereby found and determined that all formal actions of this council concerning and relating to this Ordinance were adopted in an open meeting, and that these deliberations of this council and its committees resulted in such formal action, or in meeting open to the public, in compliance with all legal requirements including section 121.22 of the Ohio Revised Code.

PASSED AND ADOPTED by the Legislative Authority of the Political Subdivision on this 10<sup>th</sup> day of December, 2018.

E.A. Brown  
President of Council

ATTEST:

Sherry Barr  
Clerk of the Legislative Authority

Approved this 13<sup>th</sup> day of December, 2018.

Randy Heath  
Mayor

7. Governing Law. This Agreement shall be governed by the laws of the State in which the Property is located, without regard to conflicts laws or choice of law rules thereof.

8. Further Assurances. Grantor shall execute and deliver such further instruments and take such other actions as may be reasonably requested by Grantee from time to time to effectuate, confirm or perfect the terms and intent of this Agreement and the rights granted to Grantee hereunder, including but not limited to joining in the execution of any and all governmental applications, authorizations, licenses, documents and title curative instruments.

9. Authority. Each party and signatory to this Agreement represents and warrants to the other party that it has full power, authority and legal rights, and has obtained all approvals necessary, to execute, deliver and perform this Agreement.

10. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute an original, but all of which shall constitute but one and the same instrument.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;  
SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

WITNESS:

\_\_\_\_\_  
Name:

GRANTOR:

The City of Jackson Ohio,  
a municipal corporation of the State of Ohio

By: \_\_\_\_\_

Name: William R. Sheward, Jr.

Title: Director of Public Service/Safety

WITNESS:

\_\_\_\_\_  
Name:

GRANTEE:

Columbia Gas Transmission, LLC,  
a Delaware limited liability company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

WITNESS:

\_\_\_\_\_  
Name:

GRANTEE:

Columbia Gas Transmission, LLC,  
a Delaware limited liability company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**BUCKEYE XPRESS  
LANDOWNER OFFER SUMMARY**

Tract#: OH-JA-036.200-TAR-JA-003.9-A-R501

Landowner Name: The City of Jackson Ohio (City), a municipal corporation of the State of Ohio

**ACCESS ROAD / STAGING AREA/LEASE/FACILITY**

DESCRIPTION	UNIT PRICE	AMOUNT	TOTAL
			\$0.00
	0.218	\$5,000.00	\$1,090.00
			\$0.00
			\$0.00
			\$0.00
			\$500.00
<b>TOTAL CONSIDERATION</b>			<b>\$1,590.00</b>

**CROP DAMAGES**

ROW / CROP TYPE	UNIT PRICE	AMOUNT	AGREEMENT	TOTAL
			x100%	\$0.00
			x50%	\$0.00
			x25%	\$0.00
<b>TOTAL CROP</b>				<b>\$0.00</b>
DAMAGES	UNIT PRICE	AMOUNT	AGREEMENT	TOTAL
				\$0.00
<b>TOTAL ADDITIONAL DAMAGES</b>				<b>\$0.00</b>
<b>TOTAL DAMAGES</b>				<b>\$0.00</b>
			<i>\$500 Min</i>	<b>TOTAL CONSIDERATION</b>
				<b>\$1,590.00</b>

Date \_\_\_\_\_ Agent Initials \_\_\_\_\_

Landowner Signature \_\_\_\_\_

Landowner Signature \_\_\_\_\_