



To: Members of Dublin City Council
From: Dana L. McDaniel, City Manager
Date: August 18, 2020
Initiated By: Matt Earman, Director of Parks and Recreation
Shawn Krawetzki, Landscape Architect Manager
Re: Ordinance 22-20 - AN ORDINANCE AUTHORIZING THE CITY MANAGER TO EXECUTE NECESSARY DOCUMENTS TO CONVEY A PERPETUAL GAS LINE EASEMENT TO COLUMBIA GAS OF OHIO, INC. ALONG RIVERSIDE DRIVE FOR THE INSTALLATION OF UNDERGROUND GAS FACILITIES

Summary

As part of the construction process for Riverside Crossing Park (the "Park") pavilion, Columbia Gas of Ohio, Inc. was contacted to provide service for the Park. After determining the best possible path to install the gas facilities, it was determined a perpetual gas line easement is needed.

The easement is proposed to be 60 feet long and 7 feet wide at the edge of the southwestern intersection of Riverside Drive and Bridge Park Ave. At this location, the gas facilities will need to encroach into City property to avoid other existing utilities in the area. The City owns parcel 273-012427 and can convey an approximately 0.010-acre easement for this work.

Attached is a copy of the gas line easement, legal description, and exhibit for your reference. This alignment and documentation has been reviewed and confirmed by staff, and is consistent with past easements granted on City-owned property.

Recommendation

Staff recommends approval of Ordinance 22-20 **An Ordinance Authorizing the City Manager to Execute Necessary Documents to Convey a Perpetual Gas Line Easement to Columbia Gas of Ohio, Inc. Along Riverside Drive for the Installation of Underground Gas Facilities.** This easement is required for service to the Park and will solely benefit the City, therefore, the easement will be granted at no cost to Columbia Gas. If you have any questions, please feel free to contact Matt Earman or me directly.

RECORD OF ORDINANCES

Ordinance No. 22-20

Passed _____, _____

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO EXECUTE NECESSARY DOCUMENTS TO CONVEY A PERPETUAL GAS LINE EASEMENT TO COLUMBIA GAS OF OHIO, INC. ALONG RIVERSIDE DRIVE FOR THE INSTALLATION OF UNDERGROUND GAS FACILITIES

WHEREAS, the City of Dublin, Ohio (the "City") has requested gas service to Riverside Crossing Park (the "Park") from Columbia Gas of Ohio, Inc. ("Columbia"), which will require the City to convey a perpetual gas line easement on Franklin County Parcel Number 273-012427-00 (the "City's Property") to Columbia for the construction, installation, and operation of a gas line; and

WHEREAS, the easement will enable Columbia to provide underground gas service infrastructure necessary to support the pavilion in the Park; and

WHEREAS, the location of the requested easement is on the southwestern edge of the intersection of Riverside Drive and Bridge Park Avenue on the City's Property; and

WHEREAS, the City will convey the easement to Columbia at no cost as the City requested this easement.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Dublin, Delaware, Franklin, and Union Counties, State of Ohio, _____ of the elected members concurring that:

Section 1. The City Manager is hereby authorized to execute all necessary documents to convey the perpetual gas line easement to Columbia Gas of Ohio, Inc. for the purpose of providing gas facilities to Riverside Crossing Park.

Section 2. Council further hereby authorizes and directs the City Manager, the Director of Law, the Director of Finance, the Clerk of Council, or other appropriate officers of the City to take any other actions as may be appropriate to implement this Ordinance without further legislation being required.

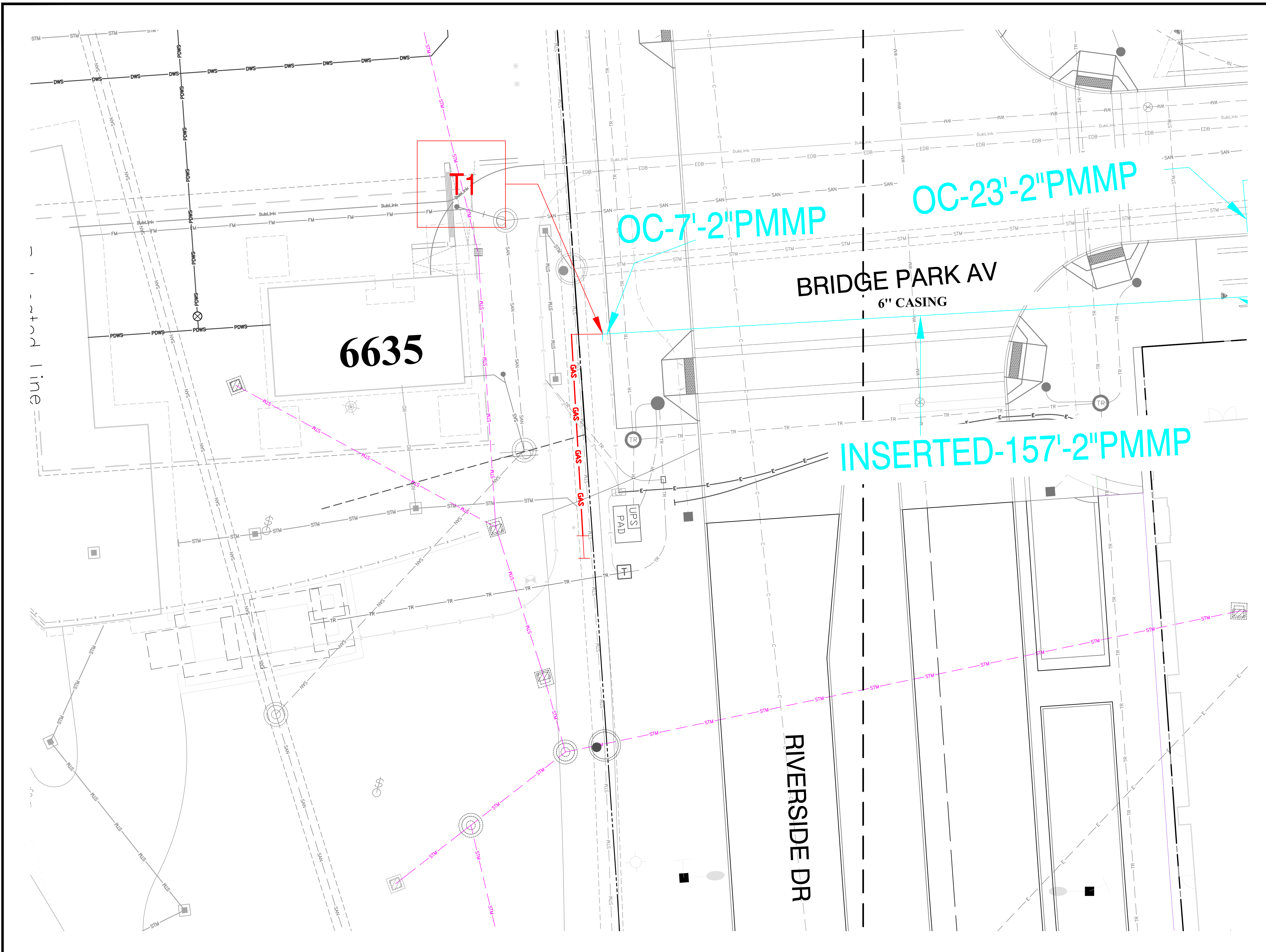
Section 3. This Ordinance shall take effect upon adoption in accordance with Section 4.04(a) of the Revised Charter.

Passed this _____ day of _____, 2020.

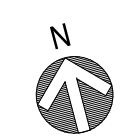
Mayor - Presiding Officer

ATTEST:

Clerk of Council



Ohio Utilities Protection Service
Call 811
 before you dig



PROPOSED

REVISIONS

REV. #	DATE	DESCRIPTION
2	6/5/2020	MOVED PIPE TO 5' BK/ROW
0	5/5/2020	RELEASED TO CONSTRUCTION

DESIGNED BY	BENJAMIN DAY	1/13/2020
DRAWN BY	BENJAMIN DAY	1/13/2020
CHECKED BY	R. HOUSEHOLDER	04/14/2020
AS-BUILT BY	X	X
	NAME	DATE PHONE #

SITE NAME:
INST# 20-0133566-00
ABAN# N/A
PROJECT ID# 20-69255
 DUBLIN RIVERSIDE PARK
 DUBLIN, FRANKLIN (049)

DRAWING TITLE:
 LAYOUT SHEET

DRAWING NO:
L-1

GAS PIPELINE EASEMENT

THIS GAS PIPELINE EASEMENT (the "Easement Agreement") is made and entered into this ____ day of _____ 2020, by and between the **CITY OF DUBLIN, OHIO**, ("Grantor"), an Ohio municipal corporation whose tax mailing address is 5200 Emerald Parkway, Dublin, Ohio 43017, and **COLUMBIA GAS OF OHIO, INC.** ("Grantee"), with principal offices at 290 West Nationwide Boulevard, Columbus, Ohio 43215.

BACKGROUND INFORMATION

WHEREAS, Grantor owns the real property identified as Franklin County parcel number 273-008802-00 conveyed to Grantor pursuant to Instrument Numbers 201408180107456 (the "Grantor's Property"); and

WHEREAS, Grantee desires a perpetual easement for the right to lay pipelines, including lateral pipeline connections, together with service connections, and to operate and maintain, repair, replace, or change the size of its pipes under and through those portions of the Grantor's Property depicted on the attached Exhibit A, which is a seven foot wide area (the "Easement Area"); and

WHEREAS, Grantor is granting a perpetual easement through and under the Easement Area for the benefit of Grantee upon the terms and conditions set forth in this Easement Agreement.

STATEMENT OF AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to the foregoing Background Information and as follows:

1. Grant of Permanent Easement. Grantor conveys and grants to Grantee, its agents, employees, independent contractors, and successors and assigns, a perpetual, non-exclusive easement through and under the Easement Area to lay pipelines, including lateral pipeline connections, together with service connections, and to operate and maintain, repair, replace, or change the size of its pipes and remove same, together with valves and other necessary appurtenances. All pipes, pipelines, service connections, valves, and other necessary appurtenances shall be buried so as not to interfere with the present use of the land. Grantee, as soon as reasonably practicable after installation of the pipes, including any alterations and repairs thereto, shall cause the Easement Area to be restored to its former condition as nearly as is reasonably practicable. Grantor has the right to enter on the Easement Area for any purpose provided such entry by Grantor does not in any way impair or hinder the rights granted to Grantee in this Easement Agreement. Grantor may construct above-ground improvements within the Easement Area, including, but not limited to, shared-use paths, sidewalks, and shrubbery. Grantee has the reasonable right of ingress and egress over limited portions of Grantor's Property to the extent such ingress and egress is essential and reasonable to exercise Grantee's rights under this Easement Agreement.

2. Relationship of Parties. Nothing contained herein shall be deemed or construed by the parties or by any third party as creating the relationship of principal and agent, of partnership or of joint venture between the parties, it being understood and agreed that no provision contained herein or any act of the parties hereto shall be deemed to create any relationship other than grantor and grantee of the rights and easements set forth herein.

3. Waiver. Except to the extent that a party may have otherwise agreed in writing, no waiver by such party of any breach of the other party of any of its obligations, agreements, or covenants hereunder shall be deemed to be a waiver of any subsequent breach of the same or of any other covenants, agreements or obligations, nor shall any forbearance by a party to seek a remedy for any breach by the other party be deemed a waiver of any rights or remedies with respect to such breach or any similar breach in the future.

4. Severability. In the event any provision of this Easement Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

5. Captions and Pronoun Usage. The captions and section numbers in this Easement Agreement are for convenience only and shall not be deemed to be a part hereof. The pronouns used herein shall be considered as meaning the person, number, and gender appropriate under the circumstances at any given time.

6. Governing Law. This Easement Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.

7. Modification. Unless otherwise provide, this Easement Agreement, or any easement rights or covenant set forth herein, may not be amended, terminated, rescinded or otherwise modified, in whole or in part, except by a written instrument executed by the parties hereto and recorded with the Recorder's Office, Franklin County, Ohio with reference made to this Easement Agreement.

8. Benefit. This Easement Agreement and the permanent easement rights conveyed herein shall run with the land and inure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, representatives, successors and assigns.

9. Authority. Grantor and Grantee represent and warrant that they have the full right and authority to enter into this Easement Agreement.

10. Indemnification. Grantee agrees to indemnify, defend, and hold harmless Grantor from and against any and all losses, liabilities, claims and damages, costs and expenses (including reasonable attorneys' fees and costs) arising from Grantor's construction, operation, maintenance, repair, and/or replacement of the pipeline, as well as any other use and activity within the Easement Area.

{SIGNATURES ON THE FOLLOWING PAGE}

Executed this ____ day of _____, 2020.

GRANTOR:

City of Dublin, Ohio, an Ohio municipal corporation

Dana L. McDaniel, City Manager

GRANTEE:

Columbia Gas of Ohio, Inc., an Ohio corporation for profit

By: _____

Its: _____

Print name: _____

{ACKNOWLEDGEMENTS ON THE FOLLOWING PAGE}

STATE OF OHIO)
COUNTY OF FRANKLIN) SS:

BE IT REMEMBERED, that on this ____ day of _____, 2020, before me, the subscriber, a Notary Public in and for said county and state, personally came Dana L. McDaniel, City Manager of the CITY OF DUBLIN, OHIO, an Ohio municipal corporation, who acknowledged the signing thereof to be his free act and deed for and on behalf of the municipal corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.

Notary Public

STATE OF OHIO)
COUNTY OF) SS:

BE IT REMEMBERED that on this ____ day of _____, 2020, before me, the subscriber, a Notary Public in and for said County, personally came the above named _____, the _____ on behalf of Grantee, Columbia Gas of Ohio, Inc., in the foregoing, and acknowledged the signing of the same to be his/her voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal, on the day and year last aforesaid.

Notary Public

This Instrument Prepared By:
Frost Brown Todd LLC
One Columbus
10 West Broad Street
Columbus, Ohio 43215

EXHIBIT "A"

**GAS PIPELINES EASEMENT
TO COLUMBIA GAS OF OHIO, INC.
ON THE PROPERTY OF THE CITY OF DUBLIN, OHIO
DUBLIN, OHIO**

Situated in the State of Ohio, County of Franklin, City of Dublin, Quarter 3, Township 2, Range 19, United States Military Lands, being located in that 1.318 acre (original) tract of land as described in a deed to the City of Dublin, Ohio, of record in Instrument Number 201408180107456, and in Dale Drive (60 foot width), of record in Plat Book 58, Page 81, all records referenced herein being to those located in the Recorder's Office, Franklin County, Ohio, and being a gas pipelines easement more particularly described as follows:

Beginning at a point in the southerly line of said 1.318 acre tract, in the northerly right-of-way line of said Dale Drive and in the westerly right-of-way line of relocated Riverside Drive (State Route 257), and being the TRUE PLACE OF BEGINNING of the herein described gas pipelines easement;

Thence **South 3°58'22" East**, along the westerly right-of-way line of said relocated Riverside Drive, through the right-of-way of said Dale Drive, a distance of **31.05 feet** to a point;

Thence **South 86°01'38" West**, continuing through said Dale Drive right-of-way, a distance of **7.00 feet** to a point;

Thence **North 3°58'22" West**, continuing through said Dale Drive right-of-way and into said 1.318 acre tract, a distance of **60.00 feet** to a point;

Thence **North 86°01'38" East**, continuing through said 1.318 acre tract, a distance of **7.00 feet** to a point in the westerly right-of-way line of said relocated Riverside Drive;

Thence **South 3°58'22" East**, along said westerly right-of-way line and continuing through said 1.318 acre tract, a distance of **28.95 feet** to the TRUE PLACE OF BEGINNING, containing 0.010 acre of land.

The above described gas pipelines easement is also shown on Exhibit "B", attached hereto and made a part hereof.

Bearings herein are referenced to South 3°58'22" East for the westerly right-of-way line of relocated Riverside Drive.

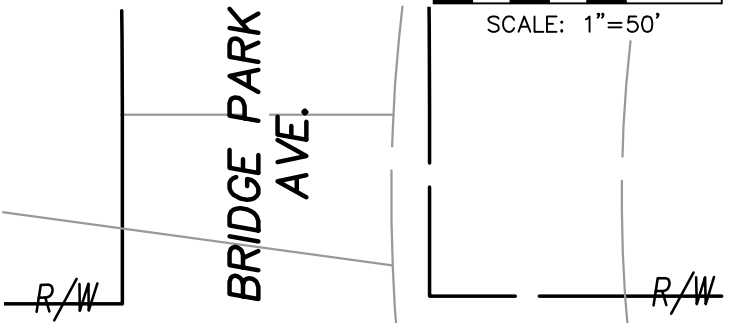
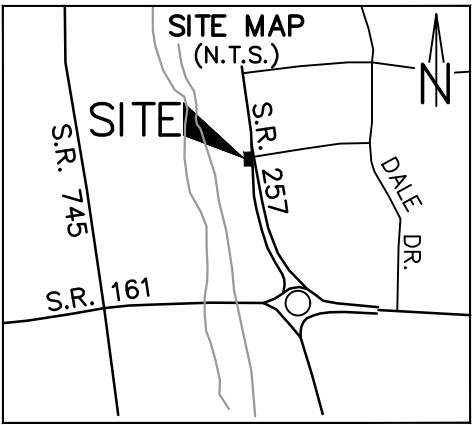
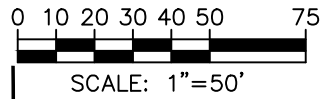
This description was prepared by Westerville Land Surveying, LLC, based on record plan information, in 2020.

by *Michael P. Lomano*
Michael P. Lomano
Registered Surveyor No. 7711

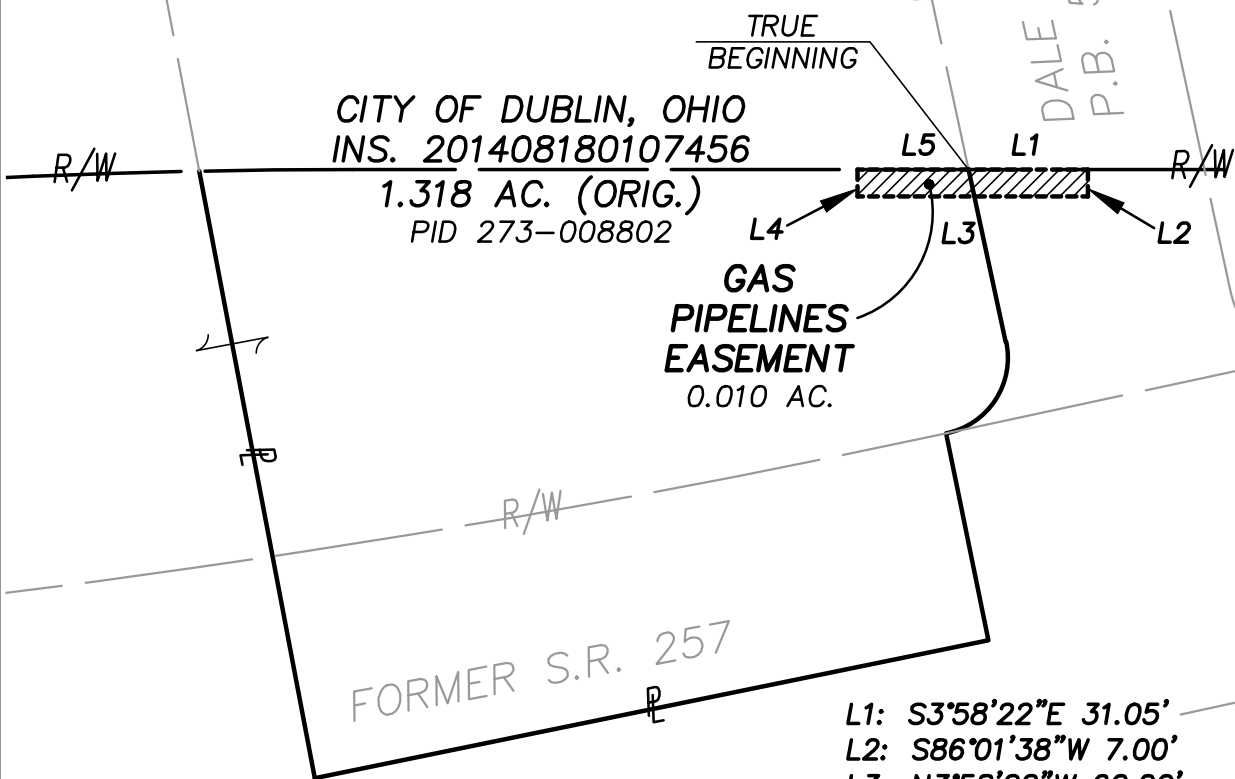


EXHIBIT "B"
GAS PIPELINES EASEMENT
TO COLUMBIA GAS OF OHIO, INC.

ON THE PROPERTY OF:
CITY OF DUBLIN, OHIO
QTR. 3, TWP. 2, RNG. 19, U.S.M.L.
DUBLIN, FRANKLIN CO., OHIO



RELOCATED RIVERSIDE DR.
(S.R. 257)



- L1: S3°58'22"E 31.05'
- L2: S86°01'38"W 7.00'
- L3: N3°58'22"W 60.00'
- L4: N86°01'38"E 7.00'
- L5: S3°58'22"E 28.95'

LEGEND
 PROPERTY LINE
 PUBLIC ROAD RIGHT-OF-WAY
WESTERVILLE LAND SURVEYING, LLC

125 E. HOME ST. A
 WESTERVILLE, OH 43081
 (614) 899-2209

DRAWING NAME: 20222ES.DWG

BASIS OF BEARINGS
 Bearings hereon referenced to the westerly R/W line of relocated Riverside Dr. being S3°58'22"E.

DATE: 7/01/20 REVISED: 7/15/20
 JOB No.: 20-222 F.B./PG.: N/A
 CLIENT: COLUMBIA GAS OF OHIO, INC.
 CLIENT P.O.: 20-0133566-00

BY *Michael P. Lomano*
 OHIO PROFESSIONAL SURVEYOR No. 7711

