

MEMORANDUM

To: Mayfield Village Council
From: Mayfield Village Law Department
CC: Mayor Bodnar; Diane Wolgamuth
Date: September 3, 2020
Re: East Ohio Gas Company Easement Agreement

East Ohio Gas needs to replace the Measuring and Regulating Station (“M&R Station”) located at the corner of SOM Center Rd. and Thornapple Dr. Currently the M&R Station is underground, however the new M&R Station will be above ground. Instead of locating the new above ground M&R Station on the corner of Thornapple Dr. in Fisher Park, East Ohio Gas agreed to relocate the M&R Station to the west side of SOM Center Rd. in a wooded area the Village owns. Enclosed with this memorandum is an Easement Agreement with East Ohio Gas that grants East Ohio Gas a six (6) month temporary construction easement in order to construct the M&R Station and a permanent easement for the placement and maintenance of the M&R Station. Additionally, Exhibit A, attached to the Easement Agreement, provides survey of the easement area.

Please do not hesitate to contact me if you have any additional questions.

**AN EMERGENCY RESOLUTION AUTHORIZING AND DIRECTING
THE MAYOR AND PRESIDENT OF COUNCIL
TO GRANT TO EAST OHIO GAS COMPANY AN EASEMENT
FOR THE INSTALLATION AND FUTURE MAINTENANCE
OF A MEASURING AND REGULATING STATION
ON SOM CENTER ROAD**

WHEREAS, East Ohio Gas Company has determined it is necessary to replace the Measuring and Regulating Station located on SOM Center Rd.; and

WHEREAS, the Village desires to grant to East Ohio Gas Company the easement as set forth in the attached Measuring and Regulating Station Easement; and

WHEREAS, the Council deems it necessary and in the best interest to the health, safety and welfare of all Mayfield Village residents to enter into an easement agreement with East Ohio Gas Company.

BE IT RESOLVED BY THE COUNCIL OF MAYFIELD VILLAGE, OHIO, THAT:

SECTION 1. The Council of Mayfield Village, Ohio hereby authorizes and directs the Mayor and President of Council to grant to the East Ohio Gas Company a Measuring and Regulating Station Easement as set forth in the document attached and incorporated by reference as Exhibit "A."

SECTION 2. The Council finds and determines that all formal actions of this Council relating to the adoption of this Resolution pursuant to the Village's Charter and Ordinances have been taken at open meeting of this Council; and that deliberations of this Council and of its committees, resulting in such formal action, took place in meetings open to the public, in compliance with all statutory requirements including requirements of Section 121.22 of the Ohio Revised Code.

SECTION 3. This resolution is hereby declared to be an emergency measure immediately necessary for the preservation of health, safety and welfare of the residents of Mayfield Village, Ohio, for the reason that it provides for necessary improvements for the delivery of utility services. It shall, therefore, take effect immediately upon the passage by the affirmative vote of not less than

five (5) members elected to Council and approved by the Mayor or otherwise at the earliest time allowed by law.

STEPHEN SCHUTT
Council President

First Reading: _____, 2020

Second Reading: _____, 2020

Third Reading: _____, 2020

PASSED: _____, 2020

BRENDA T. BODNAR, Mayor

APPROVED AS TO FORM:

ANTHONY J. COYNE, ESQ.,
Director of Law

ATTEST: _____
MARY E. BETSA, MMC
Clerk of Council

MEASURING & REGULATING STATION EASEMENT

THIS EASEMENT, made and entered into as of the date set forth below and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, **Mayfield Village**, having a principal place of business at 710 SOM Center Road, Mayfield, Ohio, 44141, its successors, and assigns (hereinafter called "Grantor"), does hereby grant, convey, and warrant unto **The East Ohio Gas Company d/b/a Dominion Energy Ohio**, an Ohio corporation, having a principal place of business at 1201 East 55th Street, Attention: Land Services, Cleveland, Ohio, 44103, its successors and assigns (hereinafter called "Grantee"), the perpetual right-of-way and easement to install, maintain, operate, alter, inspect, conduct necessary tests, replace, service, change the size of, connect to, relocate, and remove above ground Measuring and Regulating Station(s), plus underground pipelines and other necessary above and below ground appurtenances (collectively the "Facilities"), all of which shall be and remain the property of Grantee, with the right of ingress and egress to the Facilities at all times, on the following described land owned by Grantor, being the Subject Property.

SUBJECT PROPERTY AND EASEMENT AREA

Situated in **Tract 1 of Village of Mayfield**, County of **Cuyahoga**, and State of Ohio, and containing **0.42 acres**, more or less.

Tax Parcel No.: **831-13-019**

Routing/Map Reference **VOL 326 PG 24**

Deed Reference: Instrument #**200406101038**, (the "Subject Property").

The Facilities constructed pursuant to this Easement will be located within the limits of an easement area further defined and depicted in **Exhibit A** (the "Easement Area"), attached hereto and made a part hereof.

Grantor shall not install, construct, or permit to be installed or constructed, any house, shed, tree, structure, or obstruction of any kind (collectively, the "Obstructions") on or over said Easement Area that will interfere with the construction, maintenance, or operation of the Facilities constructed hereunder. Grantee has the right to remove the Obstruction, after providing Grantor ten (10) written notice, on or over the Easement Area without liability to Grantor.

TEMPORARY CONSTRUCTION EASEMENT. In addition to the Easement Area, Grantor grants Grantee an additional temporary construction easement for the purpose of enabling Grantee to construct, maintain, and repair the Facilities more efficiently (the "Temporary Construction Easement"). The duration of the temporary easement herein granted to the Grantee is 6 month(s) immediately following the date on which the work described above is first commenced by the Grantee, or its duly authorized employees, agents, and contractors.

GRANTEE'S USE AND REPAIR. Grantee shall repair, replace, or compensate Grantor for any harm or damage that Grantee inflicts upon Grantor's existing and permitted improvements within the Easement Area, or improvements outside the Easement Area in the process of Grantee exercising any of its herein declared rights upon the Subject Property. Grantee shall compensate Grantor for any damages it inflicts upon crops, regardless of whether the crops were damaged by Grantee in or outside of the Easement Area.

MISCELLANEOUS. No implied covenant, agreement, or obligation shall be read into this Easement or imposed upon the parties or either of them. Grantor represents and warrants that the individual executing this Easement on behalf of Grantor is a duly authorized representative of Grantor

and has the authority to bind Grantor as set forth herein. This Easement shall be interpreted, enforced, and governed under the laws of the State of Ohio.

IN WITNESS WHEREOF, Grantor hereby acknowledges, understands and agrees to all the contents, terms, conditions, restrictions, and effects of this instrument and grants this Easement, by executing this document as of the _____ day of _____, 2020.

GRANTOR

Sign _____
Print _____
Title: _____

Sign _____
Print _____
Title: _____

STATE OF OHIO)
) SS
COUNTY OF CUYAHOGA)

SWORN TO BEFORE ME, the undersigned, a Notary Public in and for said County and State, personally appeared _____ as _____, known to me or proved to me, on the basis of satisfactory evidence, to be the person whose name is subscribed to the within instrument and acknowledged that _____ was authorized to execute the same on behalf of the company and did so as a free act and deed.

WITNESS my hand and official seal this _____ day of _____, 2020.

My Commission expires:

Notary Public

Ohio Law requires all parties to contact OHIO811 Before You Dig. Call 811 (or 1-800-362-2764) at least 48 hours but not more than 10 working days before digging or excavating. ORC - 3781.28 A&B

This Instrument Was Prepared By:
Dominion Energy Ohio, October 2019

File # _____ Reference # 16-0171 SAP #63364075

EXHIBIT "A"

TO AN EASEMENT DATED _____
 FROM
 MAYFIELD VILLAGE
 TO
 DOMINION ENERGY OHIO

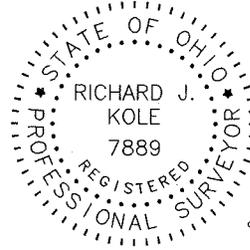


Prepared by:



Richard J. Kole

MARCH 10, 2020 NO SCALE

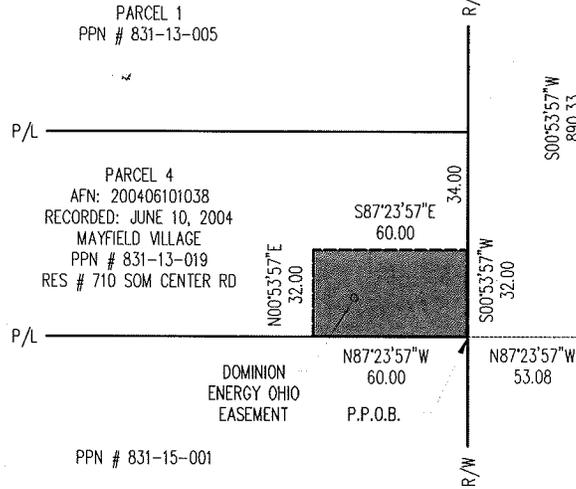


north

GPS
 N 41°32.382'
 W 81°26.204'

Beta Dr ~ 60'

P.O.B.



Som Center Road
 Width Varies

Thornapple
 Rd ~ 50'

Situated in the Village of Mayfield, County of Cuyahoga and State of Ohio and known as being a part of Parcel Number 4 as shown by the Lot Split Plat recorded in Volume 332, Page 79 of Cuyahoga County Map Records.

Starting at the intersection of the centerlines of Beta Drive, 60.00 feet wide and Som Center Road, width varies as appears by said Plat, thence South 04° 54' 45" East along said centerline of Som Center Road, 337.18 feet to an angle point in said centerline, thence South 00° 53' 57" West along said centerline of Som Center Road, 890.33 feet, thence North 87° 23' 57" West, 53.08 feet to a point in the westerly line of said Som Center Road at the southeast corner of land conveyed to Mayfield Village in deed dated June 10, 2004 and recorded by AFN 200406101038 of Cuyahoga County Deed Records, said point also being the Principal Place of Beginning of the easement herein intended to be described;

thence continuing North 87° 23' 57" West along the southerly line of said land so conveyed, 60.00 feet;
 thence North 00° 53' 57" East, 32.00 feet;
 thence South 87° 23' 57" East, 60.00 feet to a point in said westerly line of Som Center Road;
 thence South 00° 53' 57" West along said westerly line of Som Center Road, 32.00 feet to the Principal Place of Beginning and containing 1,919.15 square feet (0.044 acres) of land as described on March 10, 2020 by R.M. Kole & Assoc. Corp., Professional Land Surveyors.

File No. 20045

R.M. KOLE & ASSOC. CORP. - 5316 RIDGE ROAD - PARMA, OHIO 44129 - 440.885.7137 - www.kolesurvey.com