

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

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

WHEREAS, the Village previously granted to the East Ohio Gas Company a Measuring and Regulating Station Easement which included a 60 ft by 32 ft permanent easement and a 50 ft by 32 ft temporary easement and an amended permanent easement measuring 110 ft by 32 ft; and

WHEREAS, the East Ohio Gas Company has determined that in lieu of the prior easements, a permanent easement is necessary that measures 140 ft by 32 ft in order to provide for sufficient access for maintenance and installation of the Measuring and Regulating Station; 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 a new easement agreement with the East Ohio Gas Company.

BE IT ORDAINED 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 amend the East Ohio Gas Company Measuring and Regulating Station Easement as set forth in the document attached and incorporated by reference as Exhibit "A." The prior easements granted by Ordinance 2022-12 and Resolution 2020-24 are hereby repealed and terminated.

SECTION 2. The Council finds and determines that all formal actions of this Council relating to the adoption of this Ordinance pursuant to the Village's Charter and Ordinances have been taken at open meetings 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 ordinance 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: _____, 2022

Second Reading: _____, 2022

Third Reading: _____, 2022

PASSED: _____, 2022

BRENDA T. BODNAR, Mayor

APPROVED AS TO FORM:

DIANE A. CALTA, ESQ.,
Director of Law

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

EXHIBIT A

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 6622 Wilson Mills Road, Mayfield, Ohio, 44143, 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 an above ground Measuring and Regulating Station, 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 **0.0949 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) days written notice, on or over the Easement Area without liability to Grantor.

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. Specifically, Grantee agrees to plant acceptable trees and other plantings, including but not limited to giant arborvitae and evergreen trees of an agreed upon height and at agreed upon locations in the Easement Area, to restore the Easement Area and provide appropriate buffering of the Facilities. Grantee further agrees to be responsible for at least semiannual maintenance of the plantings, and to perform other maintenance as when deemed necessary by the Grantor, with appropriate notice provided by the Grantor to the Grantee.

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 _____, 2023.

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 Brenda T. Bodnar, Mayor and Stephen Schutt, President of Council, 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 they are authorized to execute the same on behalf of the Mayfield Village, Ohio and did so as a free act and deed.

WITNESS my hand and official seal this _____ day of _____, 2023.

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

