

DATE: DECEMBER 19, 2005

CLERK: MARY BETH BAILEY

CITY OF MASSILLON, OHIO

COUNCIL CHAMBERS

*Passed*  
LEGISLATIVE DEPARTMENT

ORDINANCE NO. 145 - 2005

BY: PARKS AND RECREATION COMMITTEE

TITLE: AN ORDINANCE authorizing the Director of Public Service and Safety of the City of Massillon, Ohio, to enter into a right-of-way agreement with Great Lakes Energy Partners along the Sippo Valley Trail, and declaring an emergency.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MASSILLON, STATE OF OHIO, THAT:

Section 1:

The Council of the City of Massillon, Ohio, hereby determines it to be necessary and in the public health, safety and welfare to enter into a right-of-way agreement with Great Lakes Energy Partners along the Sippo Valley Trail.

Section 2:

The Director of Public Service and Safety of the City of Massillon, Ohio, is hereby authorized to enter into a right-of-way agreement with Great Lakes Energy Partners along the Sippo Valley Trail pursuant to the terms and conditions contained in Exhibit "A" attached hereto.

SEE ATTACHED EXHIBIT "A"

Section 3:

This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the health, safety, and welfare of the community, and for the additional reason that this right-of-way agreement is needed. Provided it receives the affirmative vote of two-thirds of the elected members to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor. Otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

PASSED IN COUNCIL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2005

ATTEST: \_\_\_\_\_  
MARY BETH BAILEY, CLERK OF COUNCIL      GLENN E. GAMBER, PRESIDENT

APPROVED \_\_\_\_\_  
FRANCIS H. CICCHINELLI, JR., MAYOR

RIGHT OF WAY AGREEMENT

NEW BUSINESS # 2

STATE OF OHIO

COUNTY OF STARK

*should be 151 Lincoln way*

For and in consideration of One dollars (\$1.00) to Grantor(s) in hand paid, the receipt of which is hereby acknowledged, and further consideration of ~~Five Hundred Dollars (\$500.00)~~ per pipeline on the premises herein described, sum to be paid, after the pipeline is laid, City of Massillon at 505 Erie Street, North, Massillon, Ohio 44646 hereinafter called the "Grantors" hereby grant unto GREAT LAKES ENERGY PARTNERS, L.L.C., of 125 State Route 43, P.O. Box 550, Hartville, Ohio 44632, (330) 877-6747, hereinafter called the "Grantee", its successors and assigns, the right to lay, maintain and remove a pipeline over and through the premises hereinafter described and to maintain, operate, repair, replace and remove the same together with valves, drips, measuring equipment, and other necessary appurtenances, along with the right to install, maintain operate, repair, replace and remove the same.

Said lands are located in **Section No. 4 SE & 4SW, of Tuscarawas Township, Stark County, Ohio**, and are the **Section No. 5 SE**

premises bounded and described as follows: Tax Parcel #0580011, OL 904-4.08A; OL 905-4.05A(CA#6149) 0580012, OL 906-6.34; OL907-10.81; OL 909-.54(CA#6149)

This Right of Way is for one line with the approximate location shown on Exhibit "A" attached hereto and made a part of hereof.

being all the property owned by Grantor or to which the Grantor may have any rights in said Section/Lot/District or adjoining Sections/Lots/Districts, containing **25.82**, more or less, and being the property described in **Instrument No. Stark County Official Records.**

The right of ingress and egress to and from the same are granted and the Grantor(s) shall fully use and enjoy said premises, except for the purposes hereinbefore granted to said Grantee. Said Pipes shall be buried, at the request of said Grantor(s), so as not to interfere with the cultivation of the land, and said Grantee shall pay reasonable damages which, if any, may arise to crops, fences, buildings, and drain tile, from laying, maintaining, operating and removing said pipeline. Any damages, if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one thereof to be appointed by the said Grantor(s), one by the Grantee, and a third by the two so appointed, and the award of such three persons shall be final and conclusive. Each party shall pay the cost of their appraiser and shall share the cost of the third appraiser. Grantee is further granted the right from time to time to lay additional lines of pipe alongside of, or to connect with, the first line as herein provided upon the payment of the price per lineal rod above mentioned for each additional line so laid, and subject to the same conditions; and also the right to change the size of and replace its pipes, the damages, if any, to crops, buildings, drain tile and fences in making such change or replacement to be paid by the Grantee. The Grantor hereby warrants and agrees to defend the title to the premises and also releases any and all rights of dower.

The above mentioned consideration hereunder may be made to Grantors by check made payable to the order of and mailed and delivered to the Grantors as listed who are hereby authorized to receive and receipt for the same,

It is understood that this grant contains and expresses all the agreements and obligations of the Grantee in regard to the subject matter hereof and no covenant, agreement or obligation not expressed herein shall be imposed upon the Grantee; and this grant shall be binding upon the Grantor and Grantee and shall inure to benefit of their respective heirs, personal representatives, successors and assigns.

The Grantor and Grantee will mutually agree upon the location of any pipeline(s), measuring equipment, and all other appurtenances, which will not be unreasonable withheld or delayed.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

Signatures and acknowledged in the presence of:

# Exhibit "A"

M.B. OPERATING CO., INC. TO CONSTRUCT AN UNDERGROUND 6" O.D. STEEL NATURAL GAS PIPELINE ENCASED IN A 12 3/4" O.D. STEEL LINE PIPE CROSSING AT S.S. 590+40, M.P. 11.18 AND OCCUPYING 66' OF N&W R/W.

SECTION LINE



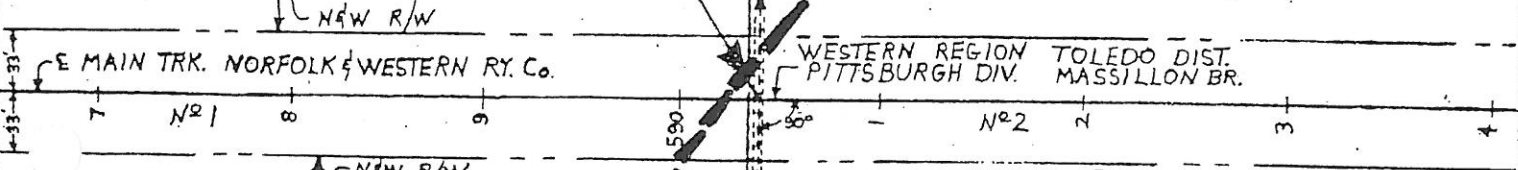
ORRVILLE JCT., OHIO  
M.P. 11.18

N.W. 1/4 SEC. 5, T12, R10.

N.W. 1/4 SEC. 4, T12, R10.

← TO ORRVILLE JCT., OHIO

TO RUN JCT., OHIO →



S.E. 1/4 SEC. 5, T12, R10.

S.W. 1/4 SEC. 4, T12, R10.



Approximate location of pipeline crossing

V.8B  
12

OWN BY DLZ  
CHECKED BY RVG  
P. E. REF. NONE

NORFOLK AND WESTERN RAILWAY COMPANY	
WESTERN REGION	PITTSBURGH DIVISION
TOLEDO DISTRICT MASSILLON BRANCH EAST GREENVILLE, OHIO	
6" UNDERGROUND NATURAL GAS PIPELINE BY M.B. OPERATING CO., INC. CROSSING AT STATION 590+40, M.P. 11.18.	
OFFICE OF DIVISION ENGINEER	BREWSTER, OHIO
SCALE 1"=100'	DATE DEC. 17, 1982
	FILE 6468-L-9