ORDINANCE NO. 160-26

AN ORDINANCE AUTHORIZING THE MAYOR TO GRANT TWO (2) EASEMENTS TO COLUMBIA GAS OF OHIO, INC. TO ACCOMMODATE THE CITY'S NORTH HUNTINGTON STREET RECONSTRUCTION PROJECT.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MEDINA, OHIO:

SEC. 1: That the Mayor is hereby authorized to grant two (2) easements to Columbia Gas of Ohio, Inc. to accommodate the City's North Huntington Street Reconstruction Project.

SEC. 2: That a copy of Easement, PPN #028-19A-17-042 is marked Exhibit A, attached hereto and incorporated herein.

SEC. 3: That a copy of Easement, PPN #028-19A-17-005 is marked Exhibit B, attached hereto and incorporated herein.

SEC. 4: That the Mayor is hereby directed to determine that the grant of said easements would not be inconsistent with the City's uses therein.

SEC. 5: That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law.

SEC. 6: That this Ordinance shall be in full force and effect at the earliest period allowed by law.

PASSED: October 13, 2026

SIGNED: John M. Coyne, III
President of Council

ATTEST: Kathy Patton
Clerk of Council

APPROVED: October 13, 2026

SIGNED: James A. Shields
Mayor

THE UNDERSIGNED, CLERK OF THE COUNCIL OF THE CITY OF MEDINA, OHIO, HEREBY CERTIFIES THAT THE FOREGOING IS A TRUE AND CORRECT COPY OF ORDINANCE-RESOLUTION NO. 160-26 ADOPTED BY COUNCIL ON Oct. 13, 2026
Kathy Patton
CLERK OF COUNCIL

Easement No. 028-19A-17-042a
ORD. 160-26
Exh. A

EASEMENT

This Easement (collectively, this "Easement") is made by and between **The City of Medina, an Ohio Municipal Corporation** with a mailing address of 160 W. Main St., Suite 200, New Albany, OH 43054 (the "Grantor", whether singular or plural) and **COLUMBIA GAS OF OHIO, INC.**, an Ohio corporation, with principal offices at 290 West Nationwide Boulevard, Columbus, Ohio 43215 (the "Grantee").

GRANT. For One and 00/100 U.S. Dollar ($1.00) and other good and valuable consideration paid, the receipt and sufficiency of which are acknowledged by Grantor, Grantor grants to Grantee the perpetual rights in, on, over, under, across, and through Grantor's property situated in City of Medina, Medina County, Ohio,

Recorded In: Vol. 401 Page 172, Vol. 401 Page 170, Vol. 401 Page 168 & Vol. 401 Page 175
Permanent Parcel No.: 028-19A-17-042

i. construct, operate, maintain, improve, repair, inspect, replace, alter the size, and remove or abandon in place pipelines and appurtenances, including, but not limited to, valves, markers, service lines and connections, lateral lines and connections, and cathodic and other protection(s) for transporting gas with associated products or other substances that can be transported through pipelines (collectively, the "Facilities"); and
ii. perform pre-construction and due diligence work; and
iii. access to and from the Easement Area (defined below) by means of existing or future roads and other reasonable routes on the Premises and Grantor's adjoining lands to allow Grantee to exercise all rights under this Easement; and
iv. exercise all other rights necessary or convenient for the full use and enjoyment of the rights granted in this Easement, including but not limited to, the right from time to time to the following: (a) clear the Easement Area (defined below) of all dwellings, garages, out-buildings, pools, decks, man-made bodies of water, leach beds, septic tanks, unapproved utility installations, or

any other obstruction of any kind that, in Grantee's sole discretion, prevent or interfere with Grantee's rights under this Easement; and (b) clear, cut, trim, and remove any and all trees, vegetation, shrubbery, brush, and overhanging branches from the Easement Area (defined below) by various means and methods, including, but not limited to, the use of herbicides approved by the United States Environmental Protection Agency ((a) and (b) together shall collectively be known as "Encroachments").

The Facilities laid pursuant to the terms of this Easement shall be located within the limits of a permanent easement (the "Easement Area") as described or depicted, or both, on the attachment, Exhibit A, which is fully incorporated into this Easement.

Grantor may use and enjoy the Easement Area, except to the extent such use and enjoyment interferes with the rights granted to Grantee under this Easement. Grantor shall not construct or permit to be constructed or place any Encroachment on or over the Easement Area that will, in any way, in Grantee's sole discretion, interfere with the use and enjoyment of the rights granted to Grantee in this Easement. Except as may be consented to by Grantee, in writing, Grantor, along with Grantor's agents, representatives, and independent contractors, shall not change the depth of cover in the Easement Area, conduct grading operations within the Easement Area, permit the dumping of refuse or waste in the Easement Area, operate heavy machinery or equipment in the Easement Area, or engage in any activity within the Easement Area that, in Grantee's sole discretion, creates or could create a safety issue or otherwise interferes with the rights granted to Grantee in this Easement.

Grantee shall restore and remediate any area on the Premises disturbed by Grantee in connection with Grantee exercising its rights under this Easement to as near as practical to the Premises' original condition, except as provided herein. Should Grantor and Grantee disagree regarding whether Grantee is responsible for restoration or remediation hereunder (the "Dispute"), the Dispute shall be submitted to a mutually agreed upon mediator who will mediate the disagreement before any legal action is commenced in any appropriate court having jurisdiction.

Grantor represents and warrants to Grantee that, to the best of Grantor's knowledge the following: (a) no pollutants, contaminants, petroleum, or hazardous substances have been disposed or released on or under the Premises that would cause or threaten to cause an endangerment to human health or the environment or require clean up; (b) no portion of the Premises is legally or contractually restricted as to its use or is subject to special environmental protections that would affect the use of the Easement Area for Grantee's intended use under this Easement; and (c) the Premises, or any portion thereof, is not currently and has not previously been used for commercial or industrial purposes. Grantor further represents that it has

informed Grantee, prior to the execution of this Easement, of all pollutants, contaminants, petroleum, hazardous substances, and endangerments which the Grantor knows or has reason to know exist or may exist on or under the Easement Area.

Grantor forever releases and discharges Grantee from the following regarding any and all claims arising from executing and granting this Easement to Grantee: (a) any Ohio Constitution, Article I, Section 19 just compensation claims; (b) the fair market value of the Easement; (c) the fair market value of the improvements, if any, to be taken as a result of this Easement; (d) the damages, if any, to the residue of the Premises caused, or alleged to be caused, by appropriation of this Easement; and (e) any other damages, if any, resulting from construction and installation of the Facilities relating to this Easement and the use thereof. This section survives this Easement's release and reversion of any portions of the Easement.

Grantor covenants to the following: (a) to be the true and lawful owner of the Premises; (b) to be lawfully seized of the Premises in fee simple; (c) to have good right and full power to grant this Easement; and (d) that it will not convey or transfer fee simple ownership of the Premises prior to the recording of this Easement in the public land records.

Failure or refusal to exercise any rights in this Easement is not a waiver of any kind and no waiver or release is valid unless executed in writing by the waiving party and properly recorded in the public land records of the Premises title. Both parties having participated fully and equally in the negotiation and preparation of this Easement, this Easement shall not be more strictly construed, nor any ambiguities in this Easement resolved, against either Grantor or Grantee.

The rights, privileges, and terms of this Easement shall be covenants running with the land and extend to and be binding upon Grantor and Grantee and their respective representatives, heirs, successors, and assigns.

GRANTOR'S EXECUTION

IN WITNESS WHEREOF, intending to be legally bound, Grantor executed this Easement this 13 day of October, 2026.

GRANTOR:

THE CITY OF MEDINA

Signature

Jim Shields
Printed Name

Mayor
Title

STATE OF Ohio)
) SS.
COUNTY OF Medina)

This is an acknowledgment. No oath or affirmation was administered for this notarial act.

BEFORE ME, a Notary Public in and for said County and State, personally appeared Jim Shields, Mayor, on behalf of Grantor, who executed the foregoing instrument, who acknowledged that they did sign and seal the instrument, and that the signing of this instrument is of their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal this 13 day of October 2026.

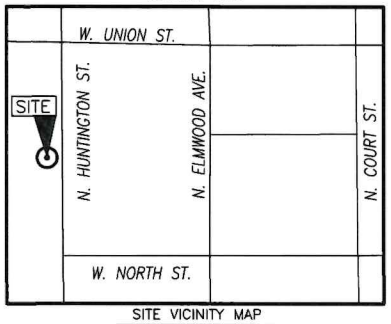
TRACY ECKERT
Notary Public
State of Ohio
My Comm. Expires
August 25, 2029

Notary Public

My commission expires: August 25, 2029

Prepared by & approved as to form:
COLUMBIA GAS OF OHIO, INC.
U. Sam Abdullah, Counsel
JO# 24-0121756-00 TS-ORC
4000086429

EXHIBIT 'A'



GRAPHIC SCALE
40 0 20 40
1 inch = 40 ft.

NORTH

Columbia Gas of Ohio
A NiSource Company

CITY OF MEDINA
CITY LOT 3488
INST. #20190R014385
P.N. 028-19A-17-005

Line Table		
Line #	Direction	Length
L1	S 00° 40' 23" E	134.50'
L2	S 89° 30' 59" W	10.00'
L3	N 00° 40' 23" W	134.50'
L4	N 89° 30' 59" E	10.00'

10' WIDE COLUMBIA GAS PIPELINES EASEMENT
1345.0± SQ. FT.

P.O.B.

N. HUNTINGTON ST. (33' R/W)

THE CITY OF MEDINA
O.R. VOL. 401, PG. 168, O.R. VOL. 401, PG. 170,
O.R. VOL. 401, PG. 172, O.R. VOL. 401, PG. 175
CITY LOT 3194
P.N. 028-19A-16-042

319 N HUNTINGTON LLC.
CITY LOT 1952
INST. #20200R028123
P.N. 028-19A-17-006

THIS EXHIBIT IS DRAWN FOR THE LIMITED USE OF COLUMBIA GAS OF OHIO TO IDENTIFY THE EASEMENT LOCATION, AND IS NOT INTENDED TO REPRESENT AN ACCURATE SURVEY OF THE PROPERTY.
PREPARED BY TEAM FISHEL SURVEYING & ENGINEERING

REVISION	8-11-25
FISHEL ORDER #	05253000
JOB ORDER	24-0121756-00
COMPANY	COLUMBIA GAS OF OHIO, INC.
WORK ORDER	
PROJECT	10' STRIP EASEMENT ON THE PROPERTY OF THE CITY OF MEDINA
LOCATION	MEDINA
COUNTY	MEDINA
STATE	OHIO

DATE	ENGINEER		MAPS	CK'D BY	DRAWING NO.
7-15-25	CGO	PAGE 5 OF 6		MLH	EXHIBIT A
SCALE 1"=40'	TECHNICIAN DWW				

EXHIBIT "A"

DESCRIPTION OF A 10' WIDE GAS PIPELINES
STRIP EASEMENT FOR
COLUMBIA GAS OF OHIO, INC.
(A NiSource Company)

Situate in the State of Ohio, County of Medina, City of Medina. Being known as City Lot Number 3194. Also being a non-exclusive easement within the bounds of Parcel Number 028-19A-16-042, and being currently conveyed to **THE CITY OF MEDINA.** (Hereon referred to as Grantor) of record in Official Record Volume 401, Page 168, Official Record Volume 401, Page 170, Official Record Volume 401, Page 172, and Official Record Volume 401, Page 175 as recorded in the Medina County Recorder's Office, Medina, Ohio, and being more particularly described as follows:

Commencing at a point on the West Right-of-Way of North Huntington, Street, (33' R/W) and the Southeast Corner of City of Medina, in Instrument Number 2019OR014385, (Parcel Number 028-19A-17-005) and the Grantors Northeast Property Corner. Said point being the **Point of Beginning** of the herein described easement.

Thence, with the following Four (4) courses and distances of which cross over and through said parcels of the Grantor herein and are described as follows:

1. Thence, **S-00° 40' 23"-E** with the Grantors East Property Line and the West R/W line of North Huntington Street, for a distance of **134.50** feet to a point;
2. Thence, **S-89° 30' 59"-W** for a distance of **10.00** feet to a point;
3. Thence, **N-00° 40' 23"-W** for a distance of **134.50** feet to a point;
4. Thence, **N-89° 30' 59"-E** for a distance of **10.00** feet to the **Point of Beginning**.

Said easement as surveyed contains **1345.0±** Square Feet of land more or less.

Mark L. Hannah P.S. 7500



24-0121756-00
CITY-S-REV

Easement No. 028-19A-17-005
ORD. 160-26
EXH. B

EASEMENT

This Easement (collectively, this "Easement") is made by and between **CITY OF MEDINA, an Ohio Municipal Corporation** with a mailing address of 160 W. Main St., Suite 200, New Albany, OH 43054 (the "Grantor", whether singular or plural) and **COLUMBIA GAS OF OHIO, INC.**, an Ohio corporation, with principal offices at 290 West Nationwide Boulevard, Columbus, Ohio 43215 (the "Grantee").

GRANT. For One and 00/100 U.S. Dollar ($1.00) and other good and valuable consideration paid, the receipt and sufficiency of which are acknowledged by Grantor, Grantor grants to Grantee the perpetual rights in, on, over, under, across, and through Grantor's property situated in City of Medina, Medina County, Ohio,

Recorded In: Instr. No.: 2019OR014385
Permanent Parcel No.: 028-19A-17-005

i. construct, operate, maintain, improve, repair, inspect, replace, alter the size, and remove or abandon in place pipelines and appurtenances, including, but not limited to, valves, markers, service lines and connections, lateral lines and connections, and cathodic and other protection(s) for transporting gas with associated products or other substances that can be transported through pipelines (collectively, the "Facilities"); and
ii. perform pre-construction and due diligence work; and
iii. access to and from the Easement Area (defined below) by means of existing or future roads and other reasonable routes on the Premises and Grantor's adjoining lands to allow Grantee to exercise all rights under this Easement; and
iv. exercise all other rights necessary or convenient for the full use and enjoyment of the rights granted in this Easement, including but not limited to, the right from time to time to the following: (a) clear the Easement Area (defined below) of all dwellings, garages, out-buildings, pools, decks, man-made bodies of water, leach beds, septic tanks, unapproved utility installations, or

any other obstruction of any kind that, in Grantee's sole discretion, prevent or interfere with Grantee's rights under this Easement; and (b) clear, cut, trim, and remove any and all trees, vegetation, shrubbery, brush, and overhanging branches from the Easement Area (defined below) by various means and methods, including, but not limited to, the use of herbicides approved by the United States Environmental Protection Agency ((a) and (b) together shall collectively be known as "Encroachments").

The Facilities laid pursuant to the terms of this Easement shall be located within the limits of a permanent easement (the "Easement Area") as described or depicted, or both, on the attachment, Exhibit A, which is fully incorporated into this Easement.

Grantor may use and enjoy the Easement Area, except to the extent such use and enjoyment interferes with the rights granted to Grantee under this Easement. Grantor shall not construct or permit to be constructed or place any Encroachment on or over the Easement Area that will, in any way, in Grantee's sole discretion, interfere with the use and enjoyment of the rights granted to Grantee in this Easement. Except as may be consented to by Grantee, in writing, Grantor, along with Grantor's agents, representatives, and independent contractors, shall not change the depth of cover in the Easement Area, conduct grading operations within the Easement Area, permit the dumping of refuse or waste in the Easement Area, operate heavy machinery or equipment in the Easement Area, or engage in any activity within the Easement Area that, in Grantee's sole discretion, creates or could create a safety issue or otherwise interferes with the rights granted to Grantee in this Easement.

Grantee shall restore and remediate any area on the Premises disturbed by Grantee in connection with Grantee exercising its rights under this Easement to as near as practical to the Premises' original condition, except as provided herein. Should Grantor and Grantee disagree regarding whether Grantee is responsible for restoration or remediation hereunder (the "Dispute"), the Dispute shall be submitted to a mutually agreed upon mediator who will mediate the disagreement before any legal action is commenced in any appropriate court having jurisdiction.

Grantor represents and warrants to Grantee that, to the best of Grantor's knowledge the following: (a) no pollutants, contaminants, petroleum, or hazardous substances have been disposed or released on or under the Premises that would cause or threaten to cause an endangerment to human health or the environment or require clean up; (b) no portion of the Premises is legally or contractually restricted as to its use or is subject to special environmental protections that would affect the use of the Easement Area for Grantee's intended use under this Easement; and (c) the Premises, or any portion thereof, is not currently and has not previously been used for commercial or industrial purposes. Grantor further represents that it has

informed Grantee, prior to the execution of this Easement, of all pollutants, contaminants, petroleum, hazardous substances, and endangerments which the Grantor knows or has reason to know exist or may exist on or under the Easement Area.

Grantor forever releases and discharges Grantee from the following regarding any and all claims arising from executing and granting this Easement to Grantee: (a) any Ohio Constitution, Article I, Section 19 just compensation claims; (b) the fair market value of the Easement; (c) the fair market value of the improvements, if any, to be taken as a result of this Easement; (d) the damages, if any, to the residue of the Premises caused, or alleged to be caused, by appropriation of this Easement; and (e) any other damages, if any, resulting from construction and installation of the Facilities relating to this Easement and the use thereof. This section survives this Easement's release and reversion of any portions of the Easement.

Grantor covenants to the following: (a) to be the true and lawful owner of the Premises; (b) to be lawfully seized of the Premises in fee simple; (c) to have good right and full power to grant this Easement; and (d) that it will not convey or transfer fee simple ownership of the Premises prior to the recording of this Easement in the public land records.

Failure or refusal to exercise any rights in this Easement is not a waiver of any kind and no waiver or release is valid unless executed in writing by the waiving party and properly recorded in the public land records of the Premises title. Both parties having participated fully and equally in the negotiation and preparation of this Easement, this Easement shall not be more strictly construed, nor any ambiguities in this Easement resolved, against either Grantor or Grantee.

The rights, privileges, and terms of this Easement shall be covenants running with the land and extend to and be binding upon Grantor and Grantee and their respective representatives, heirs, successors, and assigns.

GRANTOR'S EXECUTION

IN WITNESS WHEREOF, intending to be legally bound, Grantor executed this Easement this 13 day of October, 2026.

GRANTOR:

CITY OF MEDINA

Signature

Jim Shields
Printed Name

Mayor
Title

STATE OF Ohio)
) SS.
COUNTY OF Medina)

This is an acknowledgment. No oath or affirmation was administered for this notarial act.

BEFORE ME, a Notary Public in and for said County and State, personally appeared Jim Shields, Mayor, on behalf of Grantor, who executed the foregoing instrument, who acknowledged that they did sign and seal the instrument, and that the signing of this instrument is of their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal this 13 day of October 2026.

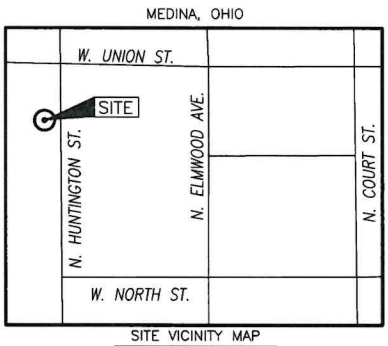
TRACY ECKERT
Notary Public
State of Ohio
My Comm. Expires
August 25, 2029

Notary Public

My commission expires: August 25, 2029

Approved as to form:
COLUMBIA GAS OF OHIO, INC.
U. Sam Abdullah, Counsel
JO# 24-0121756-00 TS-ORC
4000086429

EXHIBIT 'A'



SITE VICINITY MAP
NTS

GRAPHIC SCALE
40 0 20 40
1 inch = 40 ft.

NORTH

Columbia Gas of Ohio
A NiSource Company

UNION SQUARE MULTIFAMILY, LLC.
INST. #20190R013634
LOT 4290
STREET DEDICATION PLAT
WEST UNION STREET
P.B. 19, PG. 136
P.N. 028-19A-17-004

P/L P/L

L4

P.O.B.

10' WIDE COLUMBIA GAS PIPELINES EASEMENT
1359.0± SQ. FT.

CITY OF MEDINA
CITY LOT 3488
INST. #20190R014385
P.N. 028-19A-17-005

L3 L1

P/L P/L

L2

R/W

N. HUNTINGTON ST. (33' R/W)

Line Table		
Line #	Direction	Length
L1	S 00° 40' 23" E	135.87'
L2	S 89° 30' 59" W	10.00'
L3	N 00° 40' 23" W	135.93'
L4	N 89° 50' 21" E	10.00'

THE CITY OF MEDINA
O.R. VOL. 401, PG. 168, O.R. VOL. 401, PG. 170,
O.R. VOL. 401, PG. 172, O.R. VOL. 401, PG. 175
CITY LOT 3194
P.N. 028-19A-16-042

THIS EXHIBIT IS DRAWN FOR THE LIMITED USE OF COLUMBIA GAS OF OHIO TO IDENTIFY THE EASEMENT LOCATION, AND IS NOT INTENDED TO REPRESENT AN ACCURATE SURVEY OF THE PROPERTY.
PREPARED BY TEAM FISHEL SURVEYING & ENGINEERING

REVISION	8-11-25
FISHEL ORDER #	05253000
JOB ORDER	24-0121756-00
COMPANY	COLUMBIA GAS OF OHIO, INC.
WORK ORDER	
PROJECT	10' STRIP EASEMENT ON THE PROPERTY OF CITY OF MEDINA
LOCATION	MEDINA
COUNTY	MEDINA
STATE	OHIO

DATE	ENGINEER		MAPS	CK'D BY	DRAWING NO.
7-15-25	CGO	PAGE 5 OF 6		MLH	EXHIBIT A
SCALE 1"=40'	TECHNICIAN DWW				

EXHIBIT "A"

DESCRIPTION OF A 10' WIDE GAS PIPELINES
STRIP EASEMENT FOR
COLUMBIA GAS OF OHIO, INC.
(A NiSource Company)

Situate in the State of Ohio, County of Medina, City of Medina. Being known as City Lot Number 3488. Also being a non-exclusive easement within the bounds of Parcel Number 028-19A-17-005, and being currently conveyed to **CITY OF MEDINA.** (Hereon referred to as Grantor) of record in Instrument Number 2019OR014385 recorded in the Medina County Recorder's Office, Medina, Ohio, and being more particularly described as follows:

Commencing at a point on the West Right-of-Way of North Huntington, Street, (33' R/W) and the Southeast Corner of Union Square Multifamily, LLC. in Instrument Number 2019OR013634, (Parcel Number 028-19A-17-004) and the Grantors Northeast Property Corner. Said point being the **Point of Beginning** of the herein described easement.

Thence, with the following Four (4) courses and distances of which cross over and through said parcels of the Grantor herein and are described as follows:

1. Thence, **S-00° 40' 23"-E** with the Grantors East Property Line and the West R/W line of North Huntington Street, for a distance of **135.87** feet to a point;
2. Thence, **S-89° 30' 59"-W** for a distance of **10.00** feet to a point;
3. Thence, **N-00° 40' 23"-W** for a distance of **135.93** feet to a point;
4. Thence, **N-89° 50' 21"-E** for a distance of **10.00** feet to the **Point of Beginning**.

Said easement as surveyed contains **1359.0±** Square Feet of land more or less.

Mark L. Hannah P.S. 7500



24-0121756-00
CITY-N