

**SUPPLEMENTAL AGREEMENT**

June 21, 2023

**GRANTOR: CITY OF PARMA, OHIO**, a political subdivision of the State of Ohio, who owns real property located on Sheraton Drive in the City of Parma, County of Cuyahoga, State of Ohio consisting of Permanent Parcel No. 447-01-033 (the "Property")

**Re: Job Order No. 20-0127050-00 District Regulator Station 24 site (the "Project")**

Dear Landowner:

This letter is a Supplemental Agreement ("Agreement") between Columbia Gas of Ohio, Inc., ("Company") and CITY OF PARMA, OHIO ("Landowner") (collectively, the "Parties") with regard to the Property. The Parties agree that this Agreement is a separate agreement between Company and Landowner and constitutes the full and final settlement of the negotiations between the Parties with respect to the terms contained in this Agreement. The terms of this Agreement are confidential and shall not be disclosed or caused to be disclosed to unrelated third-parties, except as required by law or to consult with their legal, tax, financial, accounting, and other professional advisors in furtherance of the business herein.

**1. Compensation.**

- a. Company will pay Landowner a total of TWELVE THOUSAND and 00/100 Dollars (\$12,000.00) in consideration for the agreed permanent utility and right-of-way easement.
- b. Company shall issue a check promptly upon receipt of all necessary signed documents from the Landowner.

**2. Nontransferable.** The Parties agree that this Agreement is a contract solely between Company and Landowner and further agree that it will terminate when the Landowner or any affiliated party sells or conveys the Property to an unaffiliated third party. The Parties further agree that this Agreement shall not be assigned by the Landowner without the written consent of the Company.

**3. Nonrecordable.** In no event shall this Agreement be recorded. If this Agreement is recorded by Landowner or Landowner's respective authorized officers, directors, members, agents, employees, successors or assigns, this Agreement shall immediately terminate and be null and void.

*[Remainder of page intentionally left blank. Signatures on the following page.]*



Sincerely,

**COLUMBIA GAS OF OHIO, INC.**

*Courtney Willis*

Courtney Willis, Leader Survey & Land

Date: 6.25.23

Acknowledged and agreed:

**CITY OF PARMA, OHIO**

Date: \_\_\_\_\_

\_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Land Record: 591203

### UTILITY AND RIGHT OF WAY EASEMENT

THIS UTILITY AND RIGHT OF WAY EASEMENT ("Agreement") is entered by and between the **CITY OF PARMA, OHIO**, ("Grantor"), a political subdivision of the State of Ohio, who owns real property located on Sheraton Drive in the City of Parma, County of Cuyahoga, State of Ohio consisting of Permanent Parcel No. 447-01-033 ("Grantor's Property") and **COLUMBIA GAS OF OHIO, INC.**, an Ohio corporation, having an office and place of business at 290 W. Nationwide Boulevard, Columbus, Ohio, 43215, ("Grantee").

For valuable consideration in the sum of One Dollars (\$1.00), the receipt and sufficiency of which Grantor acknowledges, Grantor and Grantee do hereby agree to the following terms:

1. **RIGHT OF WAY EASEMENT.** Grantor grants to Grantee, its successors and assigns, a right of way easement over, under, in, along across and upon a part of Grantor's Property for purposes reasonably related for ingress and egress of Grantee's employees, vehicles and equipment to and from the utility easement (further defined) herein granted, together with the right to install, operate, maintain, repair, replace and remove pipelines within the right of way easement as described more fully and particularly in Exhibit A, and depicted particularly on Exhibit C, which exhibits are attached hereto and made a part hereof (collectively, the "Right-of-Way Easement").

2. UTILITY EASEMENT Grantore grants and conveys to Grantee, its successors and assigns, a utility easement over, under, in, along, across and upon a part of Grantor's Property to lay, construct, maintain and operate without restriction or limitation, replace and remove all such pipelines, including lateral pipeline connections, together with service connections, regulating, measuring, heating and other equipment of similar nature that Grantee may use in connection with transporting and distributing gas and/or any other similar substance or substances that can be transported through pipelines, including an underground deep well rectifier anode ground bed and an underground and/or above ground electric service line for the purpose of controlling electrolysis on its pipe, including the right to erect a pole, together with the necessary guys, or other supports, attachments and incidental equipment and telecommunication lines in and across Grantor's Property, together with a suitable structure to protect the aforesaid facilities (collectively, the "Utility Easement"). Grantor's Property subject to the Utility Easement is more fully and particularly described on Exhibit B, and more particularly depicted on Exhibit C, which exhibits are attached hereto and made a part hereof.

3. Grantee, its successors and assigns, shall exercise its rights with respect to the Easement areas granted herein in a manner reasonably designed, in good faith, to avoid and prevent interference with the ownership and operation of Grantor's Property and the operations and tenancies of all occupants of Grantor's Property.

4. All right, title and interest in and to any easement areas under this Agreement which may be used and enjoyed without interfering with the rights and privileges conveyed by this Agreement are reserved to Grantor, provided, however, that Grantore shall not construct or permit to be constructed any house, structure, trees, shrubbery taller than five (5) feet, leach beds, septic tanks or other obstructions on or over the Utility Easement and Right of Way Easement that will interfere with the construction, maintenance, operation, replacement, or repair of the pipelines or appurtenances constructed hereunder.

5. Grantor acknowledges and agrees that Grantee has the right from time to time to: (a) clear the Utility and Right of Way Easements of all obstructions and (b) clear, cut, trim, and remove all vegetation, trees, and brush and overhanging branches from the Utility Easement and Right-of-Way Easement by various means pre-approved in writing by the Grantor.

6. In the event the surface area of any easement area or any fencing (existing as of the effective date of this Agreement) thereon is disturbed by Grantee's exercise of any of its rights and privileges under this Agreement, Grantee shall restore such area or fencing as near as possible to the condition in which it existed at the commencement of Grantee's activities. The Grantee further agrees to remove all trash and debris caused by Grantee's construction, maintenance, repair, and other operation activities from Grantor's Property.

7. With regard to Grantor's Property encompassed by this Agreement, Grantor represents that, to the best of its knowledge:

(a) No pollutants, contaminants, petroleum, or hazardous substances have been disposed or released on or under the Easement Areas which would cause or threaten to cause an endangerment to human health or the environment or require clean up.

(b) No part of the Easement Areas is legally or contractually restricted as to its use or is subject to special environmental protection that would affect the use of the Easement Areas for Grantee's intended use.

(c) The Easement Areas are not currently and have not previously been used for commercial or industrial purposes.

Grantor further represents that it has informed Grantee, prior to execution of this Agreement, 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 Areas.

8. Grantor and Grantee agree that, except to the extent caused by the acts or omissions of the Grantee or its representatives and contractors, the Grantee shall not be liable for, and is hereby released from, any and all claims, damages, losses, judgments, suits, actions and liabilities, whether arising during, prior to or subsequent to the term of this Agreement, related to the presence of pollutants, contaminants, petroleum, hazardous substances or endangerments in, beneath or along the Easement Areas.

9. The rights, privileges and terms hereby shall extend to and be binding upon the Grantor and the Grantee and their respective representatives, heirs, successors and assigns, and may not be modified or amended without the prior written approval of the Grantor. Any amendment or modification to this Agreement shall be by an instrument in recordable form executed by both the Grantor and the Grantee and recorded with the office of the Cuyahoga County Fiscal Officer or any successor agency.

*[Remainder of page intentionally blank. Parties' executions commence on next page.]*





**EXHIBIT "A"**

**DESCRIPTION OF A 25' WIDE STRIP EASEMENT FOR  
COLUMBIA GAS OF OHIO, INC.  
(A NiSource Company)**

Situate in the State of Ohio, County of Cuyahoga, City of Parma, Part of August Shermer's Au-Fait Subdivision, as shown by plat record in Volume 80, Page 22, Sub lot 130, And being a part of Sheraton Drive Vacation Plat Volume 176, Page 13 of the Cuyahoga County Records. Also being a part of Parcel Number 44701033, said parcel being currently conveyed to **CITY OF PARMA** (Hereon referred to as Grantor) of Deed Volume 9728, Page 676, recorded in the Cuyahoga County Recorder's Office, Cleveland, Ohio, and being more particularly described as follows:

Commencing for reference, at a point in the intersection of Sheraton Drive (50' R/W) and the Northeast corner of Lot 69, Nathan S. Orlove and Nicole M. Orlove, Parcel Number 44701006. Said point being the Point of Beginning.

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, **N-00° 40' 28"-W** leaving said right-of-way, for a distance of **139.93** feet to a point;
2. Thence, **N-89° 19' 32"-E** for a distance of **25.00** feet to a point;
3. Thence, **S-00° 40' 28"-E** for a distance of **139.93** feet to a point;
4. Thence, **S-89° 19' 32"-W** for a distance of **25.00** feet to feet to the Point of Beginning.

Said easement as surveyed contains **3498.3±** Square Feet of land more or less.

By:   
Mark L. Hannah P.S. 7500  




**EXHIBIT "B"**

**DESCRIPTION OF A 25' X 35' WIDE  
EXCLUSIVE EASEMENT FOR  
COLUMBIA GAS OF OHIO, INC.  
(A NiSource Company)**

Situate in the State of Ohio, County of Cuyahoga, City of Parma, Part of August Shermer's Au-Fait Subdivision, as shown by plat record in Volume 80, Page 22, Sub lot 130, of the Cuyahoga County Records. Also being a part of Parcel Number 44701033, said parcel being currently conveyed to **CITY OF PARMA** (Hereon referred to as Grantor) of Deed Volume 9728, Page 676, recorded in the Cuyahoga County Recorder's Office, Cleveland, Ohio, and being more particularly described as follows:

Commencing for reference, at a point in the Northeast corner of Lot 132, Susan J. Spirakus, Parcel Number 44701008, and the West Property Line of the Grantor's Lot 130. Said point being the **Point of Beginning** for the herein described Exclusive Site 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, **N-89° 19' 32"-E** for a distance of **25.00** feet to a point;
2. Thence, **S-00° 40' 28"-E** for a distance of **35.00** feet to a point;
3. Thence, **S-89° 19' 32"-W** for a distance of **25.00** feet to a point;
4. Thence, **N-00° 40' 28"-W** for a distance of **35.00** feet to feet to the **Point of Beginning**.

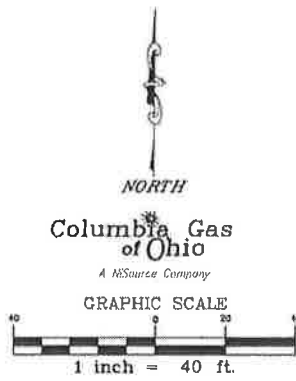
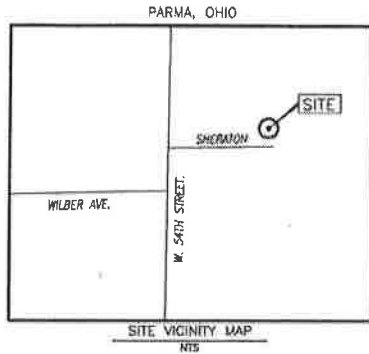
Said easement as surveyed contains **875.0±** Square Feet of land more or less.

By: \_\_\_\_\_

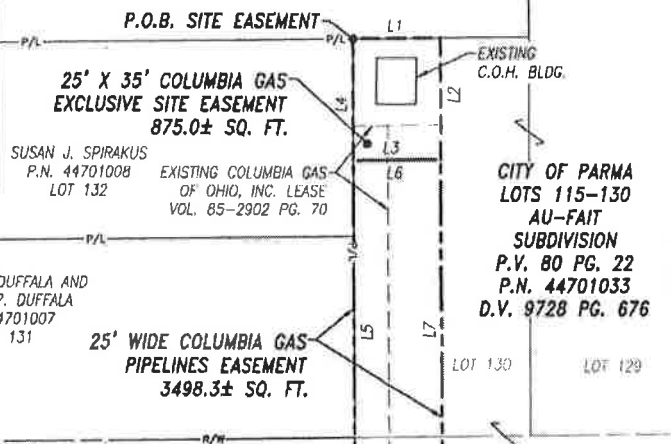
Mark L. Hannah P.S.



# EXHIBIT 'C'



25'X35' SITE EASEMENT		
Line #	Direction	Length
L1	N 89° 19' 32" E	25.00'
L2	S 00° 40' 28" E	35.00'
L3	S 89° 19' 32" W	25.00'
L4	N 00° 40' 28" W	35.00'



25' WIDE STRIP ESMT.		
Line #	Direction	Length
L5	N 00° 40' 28" W	139.93'
L6	N 89° 19' 32" E	25.00'
L7	S 00° 40' 28" E	139.93'
L8	S 89° 19' 32" W	25.00'

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

COMPANY COLUMBIA GAS OF OHIO, INC.		REVISION	
PROJECT 25'X35' EXCLUSIVE SITE EASEMENT AND 25' STRIP EASEMENT ON THE PROPERTY OF CITY OF PARMA		FISHEL ORDER # 05233000	
DATE 6/28/23		JOB ORDER 20-0127050-00	
ENGINEER CGO		WORK ORDER	
TECHNICIAN CEB		LOCATION PARMA	
SCALE 1"=40'		COUNTY CUYAHOGA	
PAGE 3 OF 3		STATE OHIO	
		CK'D BY MLH	
		DRAWING NO. EXHIBIT A	