

**EMERGENCY ORDINANCE NO. 2021-50**

AN ORDINANCE ACCEPTING A DONATION OF REAL PROPERTY FROM THE TEXAS EASTERN TRANSMISSION FOR EASEMENT PURPOSES FOR THE GREAT MIAMI RIVER TRAIL, AND DECLARING AN EMERGENCY.

WHEREAS, Texas Eastern Transmission was a supporting partner in the grant applications for the Great Miami River Trail; and

WHEREAS, Texas Eastern Transmission is donating land for an easement related to the Great Miami River Trail; and

WHEREAS, Council desires to accept said donation.

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

SECTION 1: The donation of land to be used as an easement for the Great Miami River Trail by Texas Eastern Transmission is hereby accepted. The description of the land and terms and conditions of the donation shall be substantially similar to Exhibit "1" attached hereto and made a part hereof.

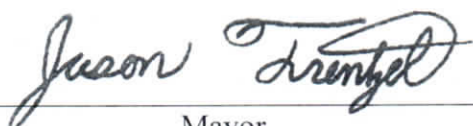
SECTION 2: This measure is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare and further for the reason that Council desires to have the easements in place to avoid any delay in the completion of the Great Miami River Trail. Therefore, this measure shall take effect and be in full force from and after its passage.

PASSED: October 13, 2021

ATTEST:


APPROVED:

  
\_\_\_\_\_  
Clerk of Council

  
\_\_\_\_\_  
Mayor

This legislation was enacted in an open meeting pursuant to the terms and provisions of the Sunshine Law, Section 121.22 of the Ohio Revised Code.

**"I, the undersigned Clerk of Council of the city of Monroe, Ohio, hereby certify the foregoing (ordinance or resolution) was published as required by Section 7.16 of the Charter of the City of Monroe.**

  
\_\_\_\_\_  
Clerk of Council  
City of Monroe, Ohio

LPA RE 806D  
Rev. 10/2017

ED  
LPA

## EASEMENT

**Texas Eastern Transmission, LP** (f/k/a/ Texas Eastern Transmission Corporation), a Delaware limited partnership (the "**Grantor**"), as a GIFT/DONATION to the **City of Monroe, Ohio** (the "**Grantee**") does hereby give, grant, and convey to **Grantee**, its successors and assigns, a 49+- foot wide easement, which is more particularly described in Exhibit A, attached hereto and made a part hereof (the "Easement"), across a portion of the following described real estate:

PARCEL(S): 9 SH  
BUT-GREAT MIAMI RIVER TRAIL

Butler County Current Tax Parcel No. C1800018000025  
Prior Instrument Reference: Deed Book 783, Page 273, County Recorder's Office (the "Property").

The Easement is being granted to **Grantee** subject to the following:

1. The Easement is being conveyed is being acquired by **Grantee** for a public purpose, namely the establishment, construction, reconstruction, repair or maintenance of a recreational path for use by non-motorized vehicles.
2. This conveyance is made without warranty of any kind, express or implied.

3. **Grantee** may use the Easement for so long as it uses the Easement for the purpose described in Paragraph 1 above; however, should the Easement cease to be so used for a continuous period of two (2) years, all rights granted hereunder with respect to the Easement shall terminate and revert to **Grantor**, its successors and assigns, without the requirement of any action on the part of **Grantor**.
  
4. During **Grantee's** construction, maintenance and operation of the path, no equipment or machinery shall be allowed to stand or operate over other pipelines or underground facilities until **Grantee** takes those precautions deemed reasonably necessary by **Grantor**, in its sole discretion, to protect those facilities. Following completion of construction, maintenance, operation, protection and/or removal, **Grantee** shall clean up and restore the Property to a condition at least as good as existed prior to the activity.
  
5. **Grantor** herein reserves the right to fully use the Property in any manner that will not unreasonably interfere with **Grantee's** path. Notwithstanding the foregoing, in the event **Grantor** needs to perform work on its pipelines where they cross the path, **Grantee** acknowledges that the path may need to be closed for the duration of any such work. **Grantor** will provide reasonable notice of any such work, except in the case of an emergency. **Grantor** shall not be responsible for any damage to the path as a result of its work on its pipelines. Should **Grantor**, in its use and development of the Property, require any reasonable alteration or relocation of the path, then at **Grantor's** request **Grantee**, at its sole cost and expense, shall so alter or relocate the path within the Property, so long as a reasonable location exists on the Property. Should no location exist on the Property for **Grantee's** path, **Grantee** shall be required, at its sole cost and expense, to relocate the path off of the Property. **Grantor** agrees to provide an easement for the relocated or altered path on the Property.

6. **Grantee**, its employees, agents, invitees, successors and assigns shall exercise **Grantee's** rights hereunder at **Grantee's** sole risk and expense, and **Grantee**, its successors and assigns shall indemnify and hold **Grantor**, its officers, directors, employees, representatives, affiliates, successors and assigns harmless from and against any and all claims, actions, loss, damages, costs, expenses including, without limitation, legal fees and court costs, and liability of any nature, in tort or contract, even if caused or contributed to by the joint or concurrent negligence of **Grantor** or its representatives or contractors with any other party, including **Grantee**, and which results from, arises out of, or is connected with the exercise of the rights granted herein, including but not limited to the breach, violation or nonperformance of any obligation of **Grantee**, its employees, agents, invitees, successors and assigns to be observed or performed hereunder.

IN WITNESS WHEREOF **Grantor** has caused its name to be subscribed on the \_\_\_\_\_  
day of \_\_\_\_\_, \_\_\_\_\_

BY: SPECTRA ENERGY TRANSMISSION SERVICES,  
LLC, ITS GENERAL PARTNER

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

STATE OF TEXAS           §  
  §  
COUNTY OF HARRIS       §

On this \_\_\_\_\_ of \_\_\_\_\_, 2021 before me, the undersigned Officer, personally appeared \_\_\_\_\_, known to me as the Vice President of SPECTRA ENERGY TRANSMISSION SERVICES, LLC, a Delaware limited liability company, which is the general partner of TEXAS EASTERN TRANSMISSION, LP, a Delaware limited partnership, and that he as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the company by himself as such officer.

IN WITNESS WHEREOF, I hereunder set my hand and official seal.

\_\_\_\_\_  
Notary Public of the State of Texas  
My commission  
expires: \_\_\_\_\_

This document was prepared by: the City of Monroe, Ohio

**EXHIBIT A**

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RX 270 SH

Rev. 06/09

Ver. Date 06/05/2020

PID 109591

**PARCEL 9-SH  
GREAT MIAMI RIVER TRAIL - MONROE, OHIO  
PERPETUAL EASEMENT FOR HIGHWAY PURPOSES  
WITHOUT LIMITATION OF EXISTING ACCESS RIGHTS**

An exclusive perpetual easement for public highway and road purposes, including, but not limited to any utility construction, relocation and/or utility maintenance work deemed appropriate by the State of Ohio, Department of Transportation, its successors and assigns forever.

Grantor/Owner, for himself and his heirs, executors, administrators, successors and assigns, reserves all existing rights of ingress and egress to and from any residual area (as used herein, the expression "Grantor/Owner" includes the plural, and words in the masculine include the feminine or neuter).

**[Surveyor's description of the premises follows]**

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Situate in Section 31, T2, R4, BTM, in the City of Monroe, Butler County, Ohio and being part of Lot 2829 of the designated lots of the City of Monroe and as conveyed to Texas Eastern Transmission Corporation in D.B. 783 Page 273 of the Butler County Recorder's Office and being more particularly described as follows:

Commencing at a 5/8" iron pin found at the southwest corner of Green Ridge Subdivision, Section One as recorded in P.B. 8 Page 18, said point being the southeast corner of Lot 2699 as conveyed to Eve Kristin, Trustee in O.R. 6624 Page 161;

Thence along the south line of Lot 2699, being the north line of Lot 2700 as conveyed to Eve Kristin, Trustee in O.R. 6624 Page 161, N84°13'09"W, passing a 1/2" iron pin found at 1361.91 feet. a total distance of 1407.10 feet to a point in an easterly line of Lot 2885 as conveyed to the Butler County Park District in O.R. 1180 Page 59, said point being 74.45 feet right of Station 277+92.15 per a survey performed by The Kleingers Group, Inc. for the centerline of the Great Miami River Trail in Monroe, Ohio;

Thence along easterly lines of Lot 2885, the following three courses:

- 1.) N05°53'54E a distance of 370.01 feet to a point 71.86 feet right of Sta 281+54.66;
- 2.) N09°13'51"E a distance of 477.77 feet to a point 56.61 feet right of Sta 286+46.16;
- 3.) N15°32'12"E a distance of 93.36 feet to northeast corner of Lot 2885, being the southeast corner of Lot 2829, said point being 54.33 feet right of Station 287+39.49;

**EXHIBIT A**

RX 270 SH

Thence along the north line of Lot 2885 and the south line of Lot 2829, N74°47'21"W a distance of 28.62 feet to the True Point of Beginning, said point being 25.73 feet right of Station 287+36.61;

Thence continuing along the north line of Lot 2885 and the south line of Lot 2829, N74°47'21"W a distance of 49.11 feet to a point 23.36 feet left of Station 287+37.10;

Thence along lines through Lot 2829, the following three courses:

- 1.) N14°51'56"E a distance of 112.23 feet to a point 27.50 feet left of Station 288+49.25;
- 2.) N18°19'00"E a distance of 102.22 feet to a point 25.13 feet left of Station 289+51.25;
- 3.) N12°37'03"W a distance of 21.80 feet to a 5/8" iron pin found at an angle point in the west line of Lot 2829, said point being 36.37 feet left of Station 289+68.85;

Thence along the west line of Lot 2829, N33°07'04"E a distance of 372.33 feet to the northwest corner of Lot 2829, said point being 16.75 feet left of Station 293+34.01;

Thence along the north line of Lot 2829, S57°35'21"E a distance of 48.66 feet to a point 31.91 feet right of Station 293+33.74;

Thence along a line through Lot 2829, S32°24'58"W a distance of 333.90 feet to a point 23.33 feet right of Station 289+95.56;

Thence continuing along a line through Lot 2829, S16°56'00"W a distance of 254.64 feet to the Point of Beginning, containing 0.705 acres more or less and being subject to easements, restrictions, and rights-of-way of record.

Bearings are based on the Ohio State Plane Coordinate System, NAD'83 (2011).

The above description was prepared by The Kleingers Group, Inc., under the direction of David L. Cox, Ohio Professional Surveyor No. 7101 and is based on a survey completed on February 16, 2018.

Gross Take	0.705 Acres
P.R.O.	0.000 Acres
Net Take	0.705 Acres

Auditors Parcel: C1800-018000-025