

ORDINANCE NO. 00-73 AC CMS

AN ORDINANCE APPROVING AN EASEMENT TO BROWNING-FERRIS INDUSTRIES OF OHIO, INC., FOR THE PURPOSES OF A PRIVATE ROAD AND PRIVATE UTILITY EXTENSIONS

BE IT ORDAINED by the Council of the City of Oberlin, County of Lorain, State of Ohio, a majority of all members elected thereto concurring:

SECTION 1. That the City Manager is hereby authorized and directed to execute the attached easement from the City of Oberlin to Browning-Ferris Industries of Ohio, Inc., for the purposes of a private road and private utility extensions, and the terms of said easement are hereby approved by the City of Oberlin.

SECTION 2. It is hereby found and determined that all formal actions of this Council concerning or relating to the adoption of this Ordinance were adopted in an open meeting of this Council and that all deliberations of this Council and of any of its committees that resulted in such formal action, were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 3. That this ordinance shall take effect at the earliest date allowed by law.

PASSED: 1st Reading - June 5, 2000
2nd Reading - June 19, 2000 (E)
3rd Reading -

ATTEST:


CLERK OF COUNCIL


CHAIR OF COUNCIL (Acting)

POSTED: June 20, 2000

EFFECTIVE DATE: June 20, 2000

EASEMENT

FOR AND IN CONSIDERATION of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the City of Oberlin, hereinafter called the GRANTOR, hereby gives and grants unto the Browning-Ferris Industries of Ohio, Inc., an Ohio Corporation, hereinafter called the GRANTEE, a perpetual easement and right-of-way over, under, through and upon the following described premises:

Situated in the Township of New Russia, County of Lorain and State of Ohio;

Known as being part of Original Russia Township Lot No. 79 and more fully described as follows:

Commencing at the Northwest corner of said Lot No. 79;

Thence North 88 degrees -22 minutes -41 seconds East along the north line of said Lot 79, a distance of 412.50 feet to grantor's (Village of Oberlin) northwest corner of a 33 acre tract more or less as described in Deed Volume 89 Page 447 of Lorain County Deeds of Records and the place of beginning of a 100 foot Easement to be granted;

Thence North 88 degrees -22 minutes -41 seconds East continuing along said Lot line and grantor's north line, a distance of 955.44 feet to grantor's northeast corner;

Thence South 0 degrees -31 minutes -47 seconds East along grantor's east line, a distance of 100.02 feet to a point;

Thence South 88 degrees -22 minutes -41 seconds West parallel with Grantor's north line, through the lands of the grantor, a distance of 956.46 feet to a point on grantor's west line;

Thence North 0 degrees -03 minutes -07 seconds East along grantor's west line, a distance of 100.04 feet to the true place of beginning.

Description prepared by Robert E. Dickey, P.S. 6746

The undersigned GRANTOR conveys to GRANTEE the right to construct, use, replace, and permanently maintain upon and under the above described property a roadway and landfill gas pipeline(s), electric power line(s), leachate pipeline(s), and such other utilities as the GRANTOR shall agree to in writing.

GRANTOR further grants to GRANTEE the right of ingress and egress over, under, through and upon said premises for any purposes listed in the paragraph above.

GRANTOR further represents and covenants that it is the owner in fee simple of the premises herein described.

GRANTEE shall, at its sole expense, relocate the existing firing range to an area south of the easement on property owned by GRANTOR. GRANTOR releases GRANTEE from any further claims for further compensation in order to exercise the rights of this easement.

GRANTOR herein retains the right to use said lands for any and all other purposes provided that such use does not interfere with nor impair the exercise of the easement herein granted.

Nothing in this grant is intended to release GRANTEE of any liability for any injury or damaged property to GRANTOR beyond the scope of this easement.

The GRANTEE agrees to defend and indemnify GRANTOR against any claims made by third parties against GRANTOR for damages and injuries arising out of anything done by GRANTEE in the exercise of its rights and duties hereunder.

GRANTOR specifically authorizes GRANTEE to assign all or part of the rights granted herein to Bio Energy (Ohio II), L.L.C., a Delaware Limited Liability Company. No other assignment of these rights shall be made without the written consent of the GRANTOR.

This easement, its benefits and burdens outlined herein shall inure to the benefit of and be binding upon the parties hereto, their respective heirs, executors, administrators, successors and permitted assigns.

IN WITNESS WHEREOF, the City of Oberlin, Ohio, GRANTOR herein, by and through its City Manager, Rob DiSpirito, sets its hand this 6TH day of July, 2000.

Signed in the Presence of:

Leesa G. Johnson

CITY OF OBERLIN, OHIO

by:

Robert DiSpirito

Robert DiSpirito, City Manager

Matthew J. Johnson

STATE OF OHIO) ss:

LORAIN COUNTY)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above named Robert DiSpirito, City Manager of the GRANTOR herein, who acknowledged the execution of the foregoing instrument to be his voluntary act and deed for the uses and purposes herein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and seal at Oberlin, Ohio, this 6 day of July, 2000.

Leesa G. Johnson

Notary Public

LEESA G. JOHNSON
NOTARY PUBLIC, State of Ohio
My Commission Expires August 30, 2004

Prepared By:

City of Oberlin, Ohio

85 S. Main Street

Oberlin, OH