



AGENDA
ATHENS CITY COUNCIL
MONDAY, APRIL 14, 2025
7:00 PM

e-mail: dwalker@ci.athens.oh.us

Streaming is available at www.ci.athens.oh.us/video

COMMITTEE OF THE WHOLE:

- Southeast Ohio Public Energy Council (SOPEC, presentation)

PLANNING & DEVELOPMENT COMMITTEE:

- Hill Tide Ventures, LLC (111 Hooper Street, rezoning from R-1 and R-2 to R-3)
- 37 & 37 1/2 Woodward Avenue (Title 49, Special Use Permit)
- Comprehensive Plan Review Advisory Commission (update)

FINANCE & PERSONNEL COMMITTEE:

- Appropriations
 - \$30,000 to Water Fund, Professional Services (award from Ohio EPA for abandonment of unused wells)
- 2025 Staffing (amend 0-116-24 and 0-121-24 to change Operations Specialist to Program Specialist and adjust Pay Grades)
- Non-Union Fringe Benefits Package (amend 0-117-24, Educational Requirements)

CITY & SAFETY SERVICES:

- Washington County (jail contract)

TRANSPORTATION COMMITTEE:

- Joneswood Slip
- Event Street Closure (Juneteenth Day)

6. ***SPECIAL SESSION*******

7. Establish Quorum

8. Ordinances for Third Reading:

0-32-25

AN ORDINANCE AUTHORIZING THE SERVICE-SAFETY DIRECTOR TO SUSPEND, TEMPORARILY, THE FEE FOR PARKING AT METERED SPACES IN THE MUNICIPAL PARKING GARAGE ON CERTAIN DATES IN DECEMBER 2025.

Introduced by Council Member Spjeldnes

0-33-25

AN ORDINANCE SUSPENDING ATHENS CITY CODE SECTION 7.05.03, CONTINUOUS PARKING IN THE SAME LOCATION, FROM SUNDAY, DECEMBER 14, 2025, THROUGH MIDNIGHT ON SUNDAY, JANUARY 11, 2026.

Introduced by Council Member Spjeldnes

0-34-25

AN ORDINANCE AUTHORIZING THE SERVICE-SAFETY DIRECTOR TO ADVERTISE AND ACCEPT BIDS, WHERE NECESSARY, AND ENTER INTO CONTRACT(S) FOR CONSTRUCTION OF THE STATE ROUTE 682/56 INTERSECTION IMPROVEMENTS, PROJECT (#357).

Introduced by Council Member Spjeldnes

0-35-25

AN ORDINANCE AUTHORIZING ENGINEERING AND CONSTRUCTION OF THE ATHENS STREETSCAPE BEAUTIFICATION, PROJECT #383.

Introduced by Council Member Spjeldnes

0-36-25

AN ORDINANCE AUTHORIZING ENGINEERING SERVICES FOR DESIGN OF THE COLUMBUS ROAD LIFT STATION, PROJECT #359.

Introduced by Council Member McCarey

0-37-25

AN ORDINANCE AMENDING THE 2025 APPROPRIATION ORDINANCE 115-24; AND AUTHORIZING THE AUDITOR TO MAKE AN INTERFUND TRANSFER.

Introduced by Council Member Risner

9. Ordinances for Second Reading:

0-29-25

AN ORDINANCE AUTHORIZING THE SERVICE-SAFETY DIRECTOR TO CLOSE STREETS IN THE UPTOWN AREA FOR THE DORA KICKOFF BOOK FAIR, THE PLAINS LIONS CLUB CRUISE-INS, THE PRIDE STREET FAIR, BOOGIE ON THE BRICKS, OHIO BREW WEEK, THE ATHENS COMMUNITY ARTS & MUSIC FESTIVAL, BOUNTY ON THE BRICKS, AND THE HALLOWEEN BLOCK PARTY; AND TO CHANGE REQUESTED DATES OR CANCEL THE EVENTS, AS NECESSARY.

Introduced by Council Member Spjeldnes

0-39-25

AN ORDINANCE AMENDING ORDINANCE 0-08-25; AUTHORIZING THE SERVICE-SAFETY DIRECTOR TO ADVERTISE AND ACCEPT BIDS, WHERE NECESSARY AND ENTER INTO CONTRACT FOR CONSTRUCTION OF THE REHABILITATION OF THE STIMSON AVENUE BRIDGE; AMENDING THE 2025 APPROPRIATION ORDINANCE 115-24, AND ORDINANCE 30-24, AUTHORIZING ENGINEERING SERVICES FOR SAID PROJECT #358; AND DECLARING AN EMERGENCY.

Introduced by Council Member Spjeldnes

0-40-25

AN ORDINANCE DECLARING CERTAIN POLICE DEPARTMENT FIREARMS AND OTHER EQUIPMENT NO LONGER NEEDED FOR A MUNICIPAL PURPOSE.

Introduced by Council Member McCarey

0-41-25

AN ORDINANCE AUTHORIZING THE SERVICE-SAFETY DIRECTOR TO ENTER INTO A PERPETUAL AMENDED EASEMENT AND RIGHT-OF-WAY AGREEMENT WITH COLUMBIA GAS TRANSMISSION, LLC FOR CONTINUED MAINTENANCE OF EXISTING WATER AND SEWER LINES.

Introduced by Council Member Swank

10. Ordinance for First Reading:

- **0-42-25**

AN ORDINANCE AUTHORIZING PARTICIPATION IN THE OHIO DEPARTMENT OF TRANSPORTATION'S COOPERATIVE PURCHASING PROGRAM; AND DECLARING AN EMERGENCY.

Introduced by Council Member Spjeldnes

11. Adjournment

Sam Crowl
President of Council

The City of Athens supports the Americans with Disabilities Act. Requests for reasonable accommodation may be made with the ADA Coordinator in the City Building or by calling 592-3367.

0-32-25

Introduced by Solveig Spjeldnes, Chair
Transportation Committee

AN ORDINANCE AUTHORIZING THE SERVICE-SAFETY DIRECTOR TO SUSPEND, TEMPORARILY, THE FEE FOR PARKING AT METERED SPACES IN THE MUNICIPAL PARKING GARAGE ON CERTAIN DATES IN DECEMBER 2025.

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

SECTION I: The Service-Safety Director is hereby authorized to suspend the fee for parking in the Municipal Parking Garage, excluding 2-hour metered spaces on (1 upper), for the following dates in calendar year 2025:

Friday, December 5, after 4:00 p.m. – Uptown Tree Lighting

Saturday, December 6, all day

Thursday, December 11, after 4:00 p.m.

Thursday, December 18, after 4:00 p.m.

Saturday, December 20, all day

Wednesday, December 24, all day

SECTION II: This Ordinance shall be in full force and effect at the earliest moment permitted by law upon its passage and approval by the Mayor.

President of Council

ATTEST:

APPROVED:

Clerk of Council

Mayor

0-33-25

Introduced by Solveig Spjeldnes, Chair
Transportation Committee

AN ORDINANCE SUSPENDING ATHENS CITY CODE SECTION 7.05.03,
CONTINUOUS PARKING IN THE SAME LOCATION, FROM SUNDAY, DECEMBER
14, 2025, THROUGH MIDNIGHT ON SUNDAY, JANUARY 11, 2026.

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

SECTION I: Athens City Code Section 7.05.03, Continuous Parking in the
Same Location, is hereby suspended from Sunday, December 14, 2025, through
midnight on Sunday, January 11, 2026.

SECTION II: This Ordinance shall be in full force and effect at the earliest
moment permitted by law upon its passage and approval by the Mayor.

President of Council

ATTEST:

APPROVED:

Clerk of Council

Mayor

0-34-25

Introduced by Solveig Spjeldnes, Chair
Transportation Committee

AN ORDINANCE AUTHORIZING THE SERVICE-SAFETY DIRECTOR TO ADVERTISE AND ACCEPT BIDS, WHERE NECESSARY, AND ENTER INTO CONTRACT(S) FOR CONSTRUCTION OF THE STATE ROUTE 682/56 INTERSECTION IMPROVEMENTS, PROJECT (#357).

WHEREAS, this roundabout project is to improve both congestion and safety at this location; and

WHEREAS, Ordinance 62-23 authorized preliminary engineering services for Project #357; and

WHEREAS, the City has been awarded \$2.39 million from ODOT and \$400,000 from OPWC;

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

SECTION I: The Service-Safety Director is hereby authorized to advertise and accept bids, where necessary, and enter into contract(s), with the lowest and best bidder, for construction of a single lane roundabout at the State Route 682/56 intersection, Project (#357).

SECTION II: The 2025 Appropriation Ordinance 115-24 is hereby amended by appropriating from the unappropriated balance the following sums:

One Million Eighty-Three Thousand Dollars (\$1,083,000.00) to Street Fund, 220, T.C. 500;

Two Million Thirty-Nine Thousand Dollars (\$2,039,000.00) to Small Cities ODOT Fund, 589, T.C. 500; and

Four Hundred Thousand Dollars (\$400,000.00) to OPWC Fund, 590, for said Project #357, and increasing the total appropriations by said amount.

SECTION III: The Service-Safety Director is further authorized to expend up to Four Million Six Hundred Twenty Thousand Dollars (\$4,620,000.00) as follows:

One Million Eighty-Three Thousand Dollars (\$1,083,000.00) from Street Fund, 220, T.C. 500;

Two Million Thirty-Nine Thousand Dollars (\$2,039,000.00) from Small Cities ODOT Fund, 589, T.C. 500; and

Four Hundred Thousand Dollars (\$400,000.00) from OPWC Fund, 590, for said Project #357.

SECTION IV: This Ordinance shall be in full force and effect upon its passage and approval by the Mayor.

President of Council

ATTEST:

APPROVED:

Clerk of Council

Mayor

0-35-25

Introduced by Solveig Spjeldnes, Chair
Transportation Committee

**AN ORDINANCE AUTHORIZING ENGINEERING AND CONSTRUCTION OF THE
ATHENS STREETSCAPE BEAUTIFICATION, PROJECT #383.**

WHEREAS, this project is to bury the overhead electric and telecommunications lines in the uptown, specifically along State and Mill between College and Congress, and along Carpenter between State and Congress, and includes sidewalk and streetscape features along Carpenter; and

WHEREAS, the City has received \$6.5 million in Appalachian Community Grant Program (ACGP), Round 2, funds for said project;

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

SECTION I: The Service-Safety Director is hereby authorized to enter into contract(s) for engineering and construction of the Athens Streetscape Beautification, Project #383.

SECTION II: The 2025 Appropriation Ordinance 115-24 is hereby amended by appropriating from the unappropriated balance the sum of Six Million Five Hundred Thousand Dollars (\$6,500,000.00) to Appalachian Community Grant Fund, 905, T.C. 500, and increasing the total appropriations by said amount.

SECTION III: The Service-Safety Director is further authorized to expend up to Six Million Five Hundred Thousand Dollars (\$6,500,000.00) from Appalachian Community Grant Fund, 905, T.C. 500, for said Project #383.

SECTION IV: This Ordinance shall be in full force and effect upon its passage and approval by the Mayor.

President of Council

ATTEST:

APPROVED:

Clerk of Council

Mayor

0-36-25

Introduced by Micah McCarey, Chair
City & Safety Services Committee

AN ORDINANCE AUTHORIZING ENGINEERING SERVICES FOR DESIGN OF THE COLUMBUS ROAD LIFT STATION, PROJECT #359.

WHEREAS, Ordinance 72-23 authorized engineering services for design of Project #359; and

WHEREAS, this project will replace two sewage lift stations that are undersized and at the end of their useful life, the first on Dorr Lane, (Columbus Road #1), and the second on Theater Lane, and will support the new hospital and expected growth of the surrounding area;

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

SECTION I: The Service-Safety Director is hereby authorized to enter into contract(s) for construction of the Columbus Road Lift Station, Project #359.

SECTION II: The 2025 Appropriation Ordinance 115-24 is hereby amended by appropriating from the unappropriated balance the following sums:

One Hundred Twenty Thousand Dollars (\$120,000.00) to CDBG Fund 248, T.C. 500; and

One Million Six Hundred Thirty Thousand Dollars (\$1,630,000.00) to Sewer Fund, 750.637, T.C. 500, and increasing the total appropriations by said amounts.

SECTION III: The Service-Safety Director is further authorized to expend up to One Million Seven Hundred Fifty Thousand Dollars (\$1,750,000.00) as follows:

One Hundred Twenty Thousand Dollars (\$120,000.00) from CDBG Fund 248, T.C. 500; and

One Million Six Hundred Thirty Thousand Dollars (\$1,630,000.00) to Sewer Fund, 750.637, T.C. 500, for said Project #359.

SECTION IV: This Ordinance shall be in full force and effect upon its passage and approval by the Mayor.

President of Council

ATTEST:

APPROVED:

Clerk of Council

Mayor

0-37-25

Introduced by Jeff Risner, Chair
Finance & Personnel Committee

AN ORDINANCE AMENDING THE 2025 APPROPRIATION ORDINANCE 115-24;
AND AUTHORIZING THE AUDITOR TO MAKE AN INTERFUND TRANSFER.

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

SECTION I: The 2025 Appropriation Ordinance 115-24 is hereby amended by appropriating from the unappropriated balance the following sums:

Eighteen Thousand Three Hundred Ninety-Three and 24/100 Dollars (\$18,393.24) to Transportation Assistance Fund, 214.716, T.C. 300, to pay the balance of the City's 2024 local match to HAPCAP; and

Three Hundred Forty Thousand Dollars (\$340,000.00) to Sanitation Fund, 760.636, T.C. 300, and increasing the total appropriations by said amount.

SECTION II: The Auditor is hereby authorized to make the following interfund transfer:

FROM	TO	AMOUNT
Internal Service Fund, 865	Medical Insurance Fund, 866	\$15,588.83

SECTION III: This Ordinance shall be in effect and full force upon passage and approval by the Mayor.

President of Council

ATTEST:

APPROVED:

Clerk of Council

Mayor

0-29-25

Introduced by Solveig Spjeldnes, Chair
Transportation Committee

AN ORDINANCE AUTHORIZING THE SERVICE-SAFETY DIRECTOR TO CLOSE STREETS IN THE UPTOWN AREA FOR THE DORA KICKOFF BOOK FAIR, THE PLAINS LIONS CLUB CRUISE-INS, THE PRIDE STREET FAIR, OHIO BREW WEEK, THE ATHENS COMMUNITY ARTS & MUSIC FESTIVAL, BOUNTY ON THE BRICKS, AND THE HALLOWEEN BLOCK PARTY; AND TO CHANGE REQUESTED DATES OR CANCEL THE EVENTS, AS NECESSARY.

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

SECTION I: The Service-Safety Director is hereby authorized to close streets in the uptown area for the DORA Kickoff Book Fair, The Plains Lions Club Cruise-Ins, the Pride Street Fair, Boogie on the Bricks; Ohio Brew Week, the Athens Community Arts & Music Festival, Bounty on the Bricks, and the Halloween Block Party, and to change requested dates or cancel the events, as necessary, and to implement the following:

A. Close designated streets to vehicular traffic in the City of Athens no earlier than 6:00 a.m. and no later than midnight, and maintain cross traffic wherever practicable, for the following events:

- DORA Kickoff Book Fair, 5/17/2025, West State Street from Court to Congress
- The Plains Lions Club Cruise-ins, 6/6/2025, 8/1/2025, and 8/29/2025, Court Street from Washington to State
- Pride Street Fair, 6/7/2025, West Union Street from Congress to Court
- Ohio Brew Week, First Call, 7/11/2025, Court Street from Washington to State
- Ohio Brew Week, Last Call, 7/19/2025, Court Street from Carpenter to Washington
- Athens Community Arts & Music Festival (ACAMF), 8/2/2025, West Union Street from Court to Congress
- Bounty on the Bricks, 8/9/25, Court Street from Union to Washington
- Ohio Brew Week, Fall Fest, 9/6/25, West Union Street from Congress to Court
- Halloween Block Party, 10/25/2025, full uptown area

B. Ban parking on designated streets beginning no earlier than 3:00 a.m. and no later than 1:00 a.m. the following day to accommodate said events.

SECTION II: This Ordinance is only applicable to the above-listed events.

SECTION III: This Ordinance shall be in effect and full force upon passage and approval by the Mayor.

President of Council

ATTEST:

APPROVED:

Clerk of Council

Mayor

0-39-25

Introduced by Solveig Spjeldnes, Chair
Transportation Committee

AN ORDINANCE AMENDING ORDINANCE 0-08-25; AUTHORIZING THE SERVICE-SAFETY DIRECTOR TO ADVERTISE AND ACCEPT BIDS, WHERE NECESSARY AND ENTER INTO CONTRACT FOR CONSTRUCTION OF THE REHABILITATION OF THE STIMSON AVENUE BRIDGE; AMENDING THE 2025 APPROPRIATION ORDINANCE 115-24, AND ORDINANCE 30-24, AUTHORIZING ENGINEERING SERVICES FOR SAID PROJECT #358; AND DECLARING AN EMERGENCY.

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

SECTION I: Sections II and III of Ordinance 0-8-25 are hereby amended to read as follows:

Section II: The 2025 Appropriation Ordinance 115-24 is hereby amended by appropriating from the unappropriated balance the following sums:

~~Four Million Four Hundred Seventy Thousand Five Hundred Ninety and 19/100 Dollars (\$4,470,590.19)~~ **Five Million Three Hundred Thousand Dollars (\$5,300,000.00)** to Small Cities ODOT Fund, 589, T.C. 500; and

~~One Million Two Hundred Four Thousand Three Hundred Nine and 81/100 Dollars (\$1,204,309.81)~~ **Eight Hundred Seventy-Seven Thousand Dollars (\$877,000.00)** to Street Rehab Fund, 572, T.C. 500, and increasing the total appropriations by said amounts.

SECTION II: Section II of Ordinance 30-24 is hereby amended to read as follows:

Section II: The Service Safety Director is further authorized to expend up to ~~Six Million Two Hundred Fifty-Four Thousand Nine Hundred and Dollars~~ **Six Million One Hundred Seventy-Seven Thousand Dollars (\$6,177,000.00)** as follows:

~~Four Million Four Hundred Seventy Thousand Five Hundred ninety and 19/100 Dollars (\$4,470,590.19)~~ **Five Million Three Hundred Thousand Dollars (\$5,300,000.00)** to Small Cities ODOT Fund, 589, T.C. 500, and

~~One Million Seven Hundred Eighty-Four Thousand Three Hundred Nine and 81/100 Dollars (\$1,784,309.81)~~ **Eight Hundred Seventy-Seven Thousand Dollars (\$877,000.00)** from Street Rehabilitation Fund, 572, T.C. 500, for said project (#358).

SECTION III: This Ordinance shall be an emergency measure necessary for the preservation of the health, welfare and safety of the residents of the City of Athens, Ohio, in order to meet an Ohio Department of Transportation funding deadline, and it shall be in full force and effect upon its passage and approval by the Mayor.

President of Council

ATTEST:

APPROVED:

Clerk of Council

Mayor

0-40-25

Introduced by Micah McCarey, Chair
City & Safety Services Committee

AN ORDINANCE DECLARING CERTAIN POLICE DEPARTMENT FIREARMS AND
OTHER EQUIPMENT NO LONGER NEEDED FOR A MUNICIPAL PURPOSE.

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

SECTION I: Athens City Council hereby declares thirty-two (32) firearms, twenty-three (23) Tasers, nineteen (19) radios, eight (8) cases of ammunition, and assorted Taser-related equipment, as per the list attached hereto and incorporated herein by reference, no longer needed for a municipal purpose.

SECTION II: The Service-Safety Director is hereby authorized to dispose of said firearms, ammunition and related items, as trade-in to a Federally Licensed Firearms Dealer, for the purposes of trade credit, or disposal by destruction; and for Tasers, related equipment and radios, for sale to other governmental agencies or other entities that can legally possess the items, or for disposal by destruction.

SECTION III: This Ordinance shall be in full force and effect at the earliest moment permitted by law upon its passage and approval by the Mayor.

President of Council

ATTEST:

APPROVED:

Clerk of Council

Mayor

	Make	Model	Caliber	Serial #	Other Items	Quantity
1	Walther	P22	22	L030441	TASER 7	23
2	ASAI	OnePro45	45	01566	TASER Batteries	25
3	Titan	none	25	A22990	TASER Dock	1
4	Taurus	PT111G2	9x19	TKT10486	Motorola Radio	19
5	Springfield	XD-40	40	US424023	Winchester .40	4000
6	KelTec	PF9	9x19	R8Y91	Federal 12 gauge	1000
7	Kahr	CM9	9x19	106977		
8	Smith&Wesson	SD9VE	9x19	FBN3069		
9	Glock	43	9x19	ZRR877		
10	IntraTec	Tec9	9x19	04711		
11	KSA	Cricket	22	453109		
12	Mossberg	152K	22	none		
13	IMG	I97	22	Z6295		
14	Def Tec	none	37	Z6295		
15	DPMS	A15	223/556	DNWC056640		
16	Windham	WW15	223/556	WW130248		
17	Benelli	M2	12	M829816E		
18	Benelli	M2	12	M829813X		
19	Benelli	M2	12	M835743W		
20	Benelli	M2	12	M935120A17		
21	Benelli	M2	12	M829960Y		
22	Benelli	M2	12	M829808H		
23	Benelli	M2	12	M829961A		
24	Benelli	M2	12	M829959S		
25	Bushmaster	XM15	223/556	L339203		
26	Bushmaster	XM15	223/556	L339320		
27	Bushmaster	XM15	223/556	L339455		
28	Bushmaster	XM15	223/556	L339339		
29	Bushmaster	XM15	223/556	L339269		
30	Bushmaster	XM15	223/556	L339026		
31	Bushmaster	XM15	223/556	L339432		
32	Bushmaster	XM15	223/556	L339316		

0-41-25

Introduced by Alan Swank, Chair
Planning & Development Committee

AN ORDINANCE AUTHORIZING THE SERVICE-SAFETY DIRECTOR TO ENTER INTO A PERPETUAL AMENDED EASEMENT AND RIGHT-OF-WAY AGREEMENT WITH COLUMBIA GAS TRANSMISSION, LLC FOR CONTINUED MAINTENANCE OF EXISTING WATER AND SEWER LINES.

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

SECTION I: The Service-Safety Director is hereby authorized to enter into a perpetual amended easement and right-of-way agreement with Columbia Gas Transmission, LLC for continued maintenance of existing water and sewer lines, a copy of which is attached hereto and incorporated herein by reference.

SECTION II: This Ordinance shall be in full force and effect upon its passage and approval by the Mayor.

President of Council

ATTEST:

APPROVED:

Clerk of Council

Mayor

AMENDMENT TO EASEMENT AND RIGHT OF WAY AGREEMENT

THIS AMENDMENT TO EASEMENT AND RIGHT OF WAY AGREEMENT (this “**Agreement**”), is made this ____ day of _____, 2025, by and between City of Athens, a municipal corporation, whose address is 8 E. Washington St Athens OH 45701 (the “**Grantor**”), and Columbia Gas Transmission, LLC, a Delaware limited liability company, whose address is 700 Louisiana Street, Suite 1300, Houston, TX 77002-2761 (the “**Grantee**”). Grantor and Grantee are hereinafter sometimes referred to individually as a “**Party**” and collectively as the “**Parties**.”

WHEREAS, Grantor is the present owner of certain real property being described in that certain Warranty Deed, dated August 13, 2013, from Gerald E. & Cheryl Hope, Barbara & Paul Batchelder, Hazel I. Andrews Rose & James L. Rose, Trustees of the Andrews/Rose Trust; Elizabeth H. Tompkin, Trustee of the Elizabeth H. Tompkin Trust; and Ronald A. & Sandra L. Hope, to City of Athens recorded in the County Clerk’s Office for Athens County, Ohio, Instrument 201300004522 in Deed Book 488, Page 2402, with property tax parcel identification number A010010044500 & A010010045001, being more particularly described in Exhibit B attached hereto and incorporated herein (the “**Property**”);

WHEREAS, Grantee currently holds an easement for facilities as described in that certain Right-of-Way Agreement from J. T. Hope, Sr., to THE LOGAN GAS COMPANY, as predecessor-in-interest to Columbia Gas Transmission, LLC, dated July 8, 1924, and recorded in the County Clerk’s Office for Athens County, Ohio, Right-of-Way Agreement in Deed Book 141, Page 389 (the “**Original Agreement**”);

WHEREAS, the Original Agreement conveys a right of way and perpetual easement to Grantee on, over and through land described therein with ingress and egress to and from the same;

WHEREAS, Grantor and Grantee have consented and agreed to restate, modify, amend, and supplement the Original Agreement, and grant any additional rights to the Property as may be set forth in this Agreement, in the manner set forth below; and

NOW THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in further consideration of the mutual covenants and promises contained herein, the Parties hereto, intending to be legally bound, hereby promise and agree as follows:

1. **Amendment to Original Agreement.** Subject to the terms of this Agreement, the Original Agreement is and shall continue to be in full force and effect. This Agreement shall become a part of the Original Agreement and shall read together therewith as one single document.

To the extent that there are any conflicts between the terms and provisions contained in the Original Agreement and those contained herein, the terms and provisions set forth herein shall control.

2. **Grant of Easement.** Grantor, for itself, successors and assigns, does hereby grant, sell, convey and warrant unto Grantee, for itself, its employees, agents, contractors, subcontractors, successors and assigns, the exclusive rights as follows:

- a) to survey, lay, construct, inspect, operate, maintain, replace, repair, alter the size of, upgrade, reconstruct (anywhere within the right of way area defined below), and remove or abandon one or more pipelines for the transportation of natural gas, hydrocarbon, petroleum products, petroleum byproducts, and any of their constituents, water and/or any other substances that can be transported through pipelines, and appurtenant facilities including, but not limited to, roadways, fittings, launchers, receivers, cathodic protection equipment, pipeline markers, overhead or underground electric lines, regulators, hydrate removal systems and data acquisition facilities;
- b) to survey, lay, construct, inspect, operate, maintain, replace, repair, alter the size of, upgrade, reconstruct (anywhere within the permanent right of way area as defined below), and remove or abandon an underground communications system for the transmission of video, data and voice communications, with appurtenant facilities, including, without limitation, conduits, cables, pigging facilities and equipment, equipment, splicing boxes, wires, cathodic protection, and fiber optics cable;
- c) to perform pre-construction work;
- d) ingress to and egress from the right of way area by means of existing or future roads and other reasonable routes on the Property and Grantor's adjoining lands; and
- e) to exercise all other rights necessary or convenient for the full use and enjoyment of the rights herein granted, including, but not limited to, the right from time to time to: (a) clear the right of way of all encroachments; and (b) clear, cut, trim, and remove any and all vegetation, trees, brush and overhanging branches from the right of way using methods permitted by law.

3. **Grantee's Obligations.**

- a) The Grantee acknowledges that this Agreement shall not impose more restrictive surface use limitations than the Original Agreement.
- b) The Grantee acknowledges that Grantor has existing water and sewer lines within the Permanent Right of Way Area (defined below) ("City Facilities") and such City Facilities shall not be disturbed or removed by Grantee. Grantee will permit Grantor to access its water and sewer lines for maintenance, repair, or replacement without notice to Grantee. Grantee and Grantor shall coordinate in advance of any significant maintenance or excavation activities.
- c) Grantee shall assess the value of any trees removed from the Permanent Right of Way Area and provide Grantor compensation or replanting measures for such tree

removal in accordance with industry standards and city ordinances.

- d) Grantee shall limit the application of herbicides to methods and substances approved by Grantor to protect water quality. Grantee acknowledges that the Permanent Right of Way Area is within Grantor's source water protection area, and Grantee shall adhere to all applicable environmental regulations.

4. **Permanent Right of Way Area.** The easement and right of way area shall be shown on Exhibit A attached hereto and incorporated herein, depicted as "Existing Easement" and "Proposed Easement" (the "**Permanent Right of Way Area**"). Grantee shall have the right to change the location of any installed pipeline or facility within the Permanent Right of Way Area as may be necessary or advisable as the result of any conditions or events beyond its control, such as highway construction or relocation, coal mining activities, ground slips or floods, or the like. The Parties agree that Grantee may abandon in place any pipelines or facilities on the Property. Grantee agrees to release any lands within the Permanent Right of Way Area, in Grantee's sole and exclusive determination, that are not necessary for the transmission of gas. Grantee shall release any lands within 90 days that such transmission line is no longer used for the transmission of gas. Grantee shall be responsible for preparing and recording the necessary legal instrument(s) for release.

5. **Reservation of Rights.** Subject to the provisions of Article 9 of this Agreement, Grantor reserves unto itself the right to maintain, repair, and replace the existing water and sewer lines within the Permanent Right of Way Area ("City Facilities"). Grantor agrees to coordinate with Grantee prior to conducting any significant maintenance activities on the City Facilities or any excavation activities within the Permanent Right of Way Area.

6. **Temporary Construction Easement.** In addition to the perpetual right of way granted hereunder, during the original construction of the facilities (including, without limitation, Grantee's reclamation, mitigation and/or restoration activities), Grantee shall be entitled to use the areas that may be defined as "Temporary Work Space," "Additional Temporary Work Space" and/or "Staging Area" (collectively, the "**Temporary Easement Area**") as shown on Exhibit A for the surveying, laying, and constructing of the facilities installed pursuant to the terms herein and all activities incident thereto.

7. **Ownership of Abandoned Pipeline and Facilities.** Grantor and Grantee agree that any pipeline and/or facility abandoned in place remains Grantee's personal property and ownership thereof is not transferred to Grantor by this Agreement. Grantor shall not excavate nor allow or authorize any other party to excavate or otherwise exercise dominion over any abandoned pipeline or facility. Grantor agrees that Grantee's abandonment does not constitute a release of any existing or replacement pipelines or facilities.

8. **Location.** Grantor and Grantee acknowledge that the actual location of the Permanent Right of Way Area and/or Temporary Easement Area may change because of engineering and/or other site or construction related factors. In such event, Grantor agrees to execute and deliver to Grantee any additional documents needed to correct the legal description of the Permanent Right of Way Area and/or Temporary Easement Area to conform to the actual location of the Permanent Right of Way Area and/or Temporary Easement Area. If such documents are required, they will be prepared by Grantee at Grantee's expense.

9. **Grantor's Continuing Rights / Encroachments.** The pipeline, except for risers, valves, drips, hydrate removal systems and other appurtenances reasonably required, shall be buried so as

not to interfere with the cultivation of the land. Grantor may fully use and enjoy the Permanent Right of Way Area and Temporary Easement Area to the extent that such use and enjoyment does not interfere with Grantee's rights under the Original Agreement and this Agreement or create an actual or potential hazard to Grantee's facilities or Grantee's exercise of its rights hereunder; provided, however, Grantor shall not (i) place or permit to be placed any temporary or permanent structure or encroachment of any kind, including but not limited to buildings, mobile homes, trees, telephone poles or wires, electric poles or wires, water or sewer lines, meters or utility boxes, paved roads or passage ways or the like, in, on, over, or under the Permanent Right of Way Area and/or the Temporary Easement Area (during the original construction of Grantee's facilities), unless specifically approved in writing by Grantee, (ii) excavate or otherwise alter the ground elevation or otherwise create a water impoundment over the Permanent Right of Way Area and/or the Temporary Easement Area (during the original construction of Grantee's facilities), (iii) change the depth of cover over the Permanent Right of Way Area and/or the Temporary Easement Area (during the original construction of Grantee's facilities) containing any installed pipeline or facility, without the prior written consent of Grantee, and (iv) store any materials of any kind or operate or allow to be operated any heavy machinery or equipment over the Permanent Right of Way Area and/or the Temporary Easement Area (during the original construction of Grantor's facilities), nor cause the Permanent Right of Way Area and/or the Temporary Easement Area (during the original construction of Grantor's facilities) to be covered by standing water, except in the course of normal seasonal irrigation. Grantee shall have the right to clear the Permanent Right of Way Area and Temporary Easement Area of all such encroachments, and Grantee shall have no liability to Grantor for any claims, damages or other losses associated with Grantee's exercise of its rights to clear the Permanent Right of Way and/or Temporary Easement Area of all encroachments, with the exception of trees removed, as discussed above in Section 3. Grantor agrees to abide by Grantee's reasonable guidelines related to the safe operation and inspection of its pipelines and facilities and maintenance of the Permanent Right of Way Area and/or Temporary Easement Area. Grantor further agrees not to convey any other rights of way or other conflicting rights within the Permanent Right of Way Area and/or Temporary Easement Area to any third parties without the prior written consent of Grantee.

10. **Gas Service.** Grantor forever waives any present or future statutory, regulatory, judicial or contractual right which Grantor has or may have to receive gas service from any pipeline laid under the Original Agreement or this Agreement and, further, Grantor forever releases Grantee from any present or future statutory, regulatory, judicial or contractual obligation, Grantee has, or may have, to provide natural gas service from any of its pipelines or storage facilities to any and all residences or structures on Grantor's Property.

11. **Indemnity.** Grantee agrees to indemnify and hold harmless Grantor from, against and in respect of any and all liability, claims, damages, costs, and losses of whatever character (collectively, the "**Claims**") arising from personal injury or death or damage to property of Grantor and any and all Claims of whatever character asserted by third parties, to the extent such Claims result from the gross negligence or willful misconduct of Grantee, its employees, agents, contractors and subcontractors in connection with the exercise of Grantee's rights under this Agreement. Grantor agrees to indemnify and hold harmless Grantee and its affiliates, subsidiaries, successors and assigns from, against, and in respect of any and all Claims arising from personal injury or death or damage to property of Grantee, its employees, agents, contractors, and subcontractors and any and all Claims of whatever character asserted by third parties, to the extent such Claims result from the gross negligence or willful misconduct of Grantor or Grantor's invitees or licensees.

Notwithstanding the foregoing, nothing contained herein shall be construed to release Grantee from liability for any damages, costs or expenses caused solely by the gross negligence or willful misconduct of Grantee.

12. **Further Assurances.** Grantor shall execute and deliver such further instruments and take such other actions as may be reasonably requested by Grantee from time to time to effectuate, confirm or perfect the terms and intent of this Agreement and the rights granted to Grantee hereunder, including but not limited to joining in the execution of any and all governmental applications, authorizations, licenses, documents and title curative instruments. Grantee shall comply with all applicable environmental regulations.

13. **Additional Rights.** In addition to the rights granted herein, should restoration be required on the Property outside the easements granted herein, Grantee shall have the right to take all actions necessary to complete such restoration and such actions shall not constitute a trespass. Grantee shall pay Grantor the market rate to rent such property utilized during restoration.

14. **Successors and Assigns.** This Agreement and the covenants and agreements contained herein are covenants running with the land, shall be assignable in whole or in part, and shall be binding on and shall inure to the benefit of the Parties hereto and their respective heirs, successors, assigns, executors, administrators, and legal representatives.

15. **Severability.** In the event any provision or any portion of any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable by reason of any law or public policy, such provision or portion thereof shall be considered to be deleted, and the remainder of this Agreement shall constitute the agreement between the Parties hereto covering the subject matter hereof.

16. **Entire Agreement; Modification.** This Agreement and any exhibits attached hereto, including the Original Agreement, constitute the full and entire agreement of the Parties regarding the subject matter hereof and supersede all prior or contemporaneous verbal or written agreements, representations or understandings pertaining thereto. This Agreement may be modified or amended only by a written agreement signed by each of the Parties hereto.

17. **Governing Law.** This Agreement shall be governed by the laws of the State in which the Property is located, without regard to conflicts laws or choice of law rules thereof. Any action or proceeding arising out of the terms of this Agreement shall be brought only in a court of competent jurisdiction located in Athens County, Ohio.

18. **Joint Efforts.** The Parties stipulate and agree that this Agreement shall be deemed and considered for all purposes as prepared through the joint effort of the Parties and shall not be construed against one or the other as a result of the preparation, submittal, recording, or other event of negotiation, drafting or execution hereof.

19. **Authority.** Each Party and signatory to this Agreement represents and warrants to the other Party that it has full power, authority and legal rights, and has obtained all approvals necessary, to execute, deliver and perform this Agreement. Grantor binds itself, its heirs, successors, assigns, executors, administrators, and legal representatives to warrant and forever defend the interests and rights conveyed herein unto Grantee, its successors and assigns, against every person whomsoever lawfully claims the same or any part thereof.

20. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall constitute an original, but all of which shall constitute but one and the same instrument.

[REMAINDER OF PAGE INTENTIONALLY LEFT
BLANK; SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

WITNESS:

GRANTOR: City of Athens

By: Andy Stone, Service Safety Director

WITNESS:

GRANTEE:

COLUMBIA GAS TRANSMISSION,
LLC, a Delaware limited liability
company

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

[ACKNOWLEDGEMENTS APPEAR ON FOLLOWING PAGES]

ACKNOWLEDGMENT OF GRANTOR

STATE OF _____ ,

COUNTY OF _____ , to-wit:

Before me, the undersigned officer, personally appeared _____,
known or proved to me to be the person described in and who executed the foregoing instrument,
and acknowledged that he/she executed it as his/her free act and deed.

Given under my hand and official seal this ____ day of _____, 20 ____ .

My commission expires _____ .

[SEAL]

Notary Public

ACKNOWLEDGMENT OF GRANTEE

STATE OF _____,

COUNTY OF _____, to-wit:

Before me, the undersigned officer, personally appeared _____, who acknowledged himself/herself to be the _____ of Columbia Gas Transmission, LLC, a limited liability company, and that he/she, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing on behalf of the company.

Given under my hand and official seal this ____ day of _____, 20 ____.

My commission expires _____.

[SEAL]

Notary Public

STATE OF _____,

COUNTY OF _____, to-wit:

Before me, the undersigned officer, personally appeared _____, who acknowledged himself/herself to be the _____ of Columbia Gas Transmission, LLC, a limited liability company, and that he/she, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing on behalf of the company.

Given under my hand and official seal this ____ day of _____, 20 ____.

My commission expires _____.

[SEAL]

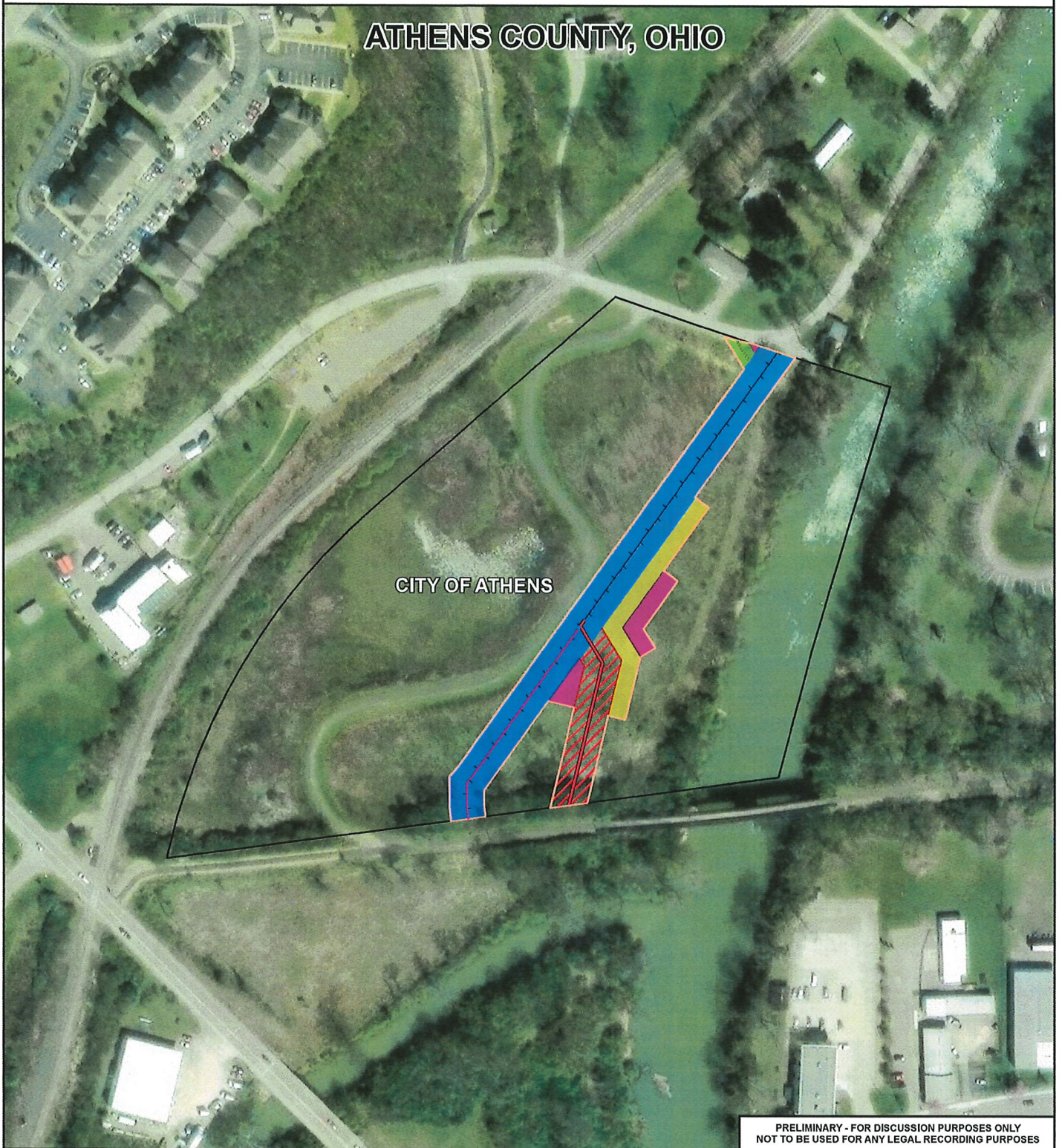
Notary Public

Prepared by and after recording return to:

Ohio Valley Acquisition, LLC
8520 Parkersburg Road
Sandyville, WV 25275

EXHIBIT A

ATHENS COUNTY, OHIO

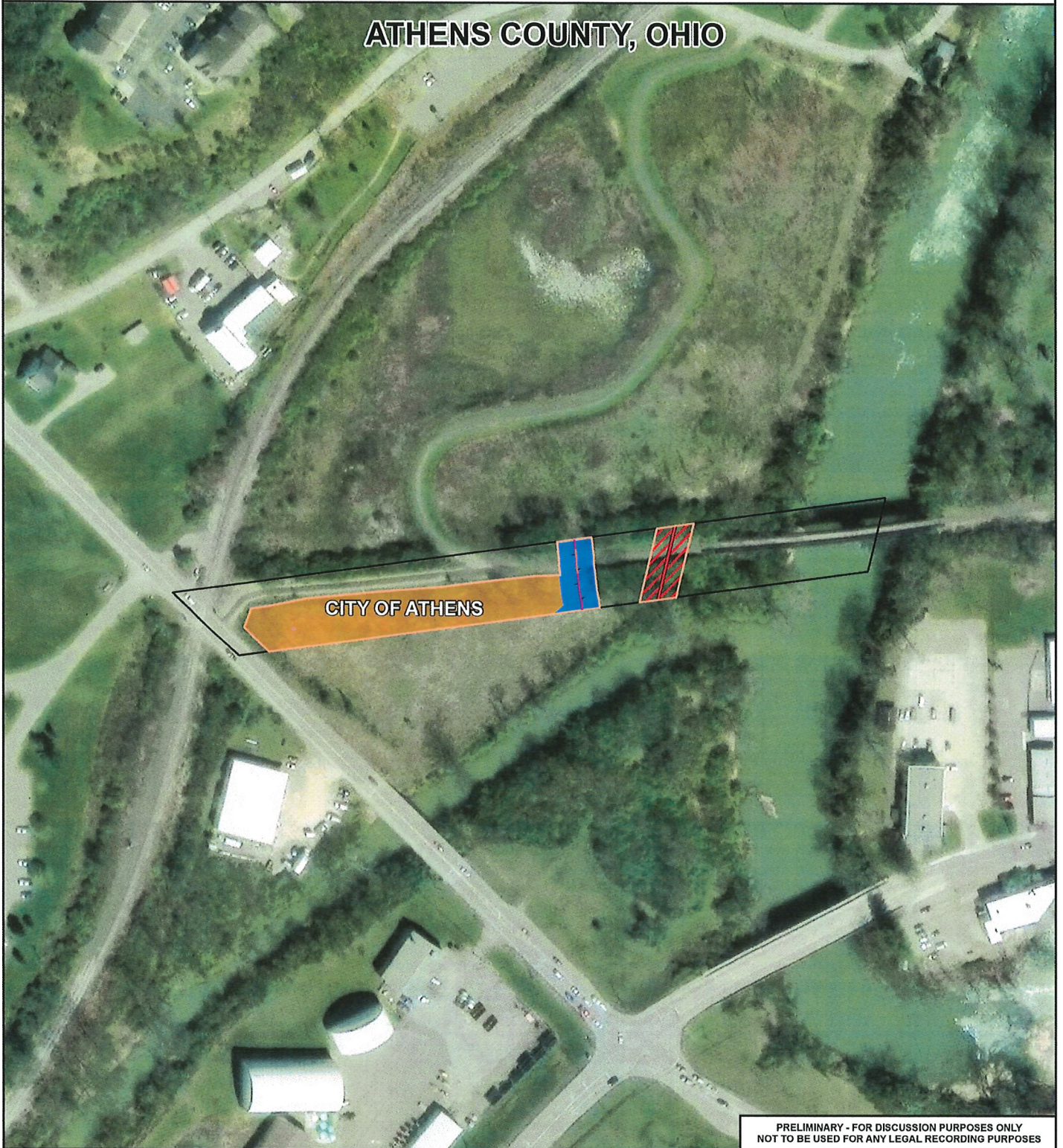


PRELIMINARY - FOR DISCUSSION PURPOSES ONLY
NOT TO BE USED FOR ANY LEGAL RECORDING PURPOSES

Existing Pipeline Remove Existing Pipeline Retire Existing Pipeline Cut/Grout/Cap Proposed Centerline Existing Client Pipeline Access Road Centerline Existing Easement Construction Work Area		Additional Temporary Workspace Workspace In Existing Easement Temporary Workspace Proposed Easement Staging Area Access Road Workspace Property Boundary		SCALE: 1 IN = 200 FT	PAGE: 1 / 1	TC Energy
PROJECT:		Q223 REPLACEMENT HDD PROJECT		ACCESS ROAD CENTERLINE (FEET):		34,817
TAX ID.:		A010010044500		ACCESS ROAD WORKSPACE (AC):		0.02
DATE:		1/2/2025	REV: A	ADDITIONAL TEMPORARY WORKSPACE (AC):		0.116
PROPOSED PIPELINE CENTERLINE (FEET):		278.646		TEMPORARY WORKSPACE (AC):		0.205
PROPOSED EASEMENT (AC):		0.277		CONSTRUCTION WORK AREA (AC):		1.544
EXISTING PIPELINE CENTERLINE (FEET):		806.653		STAGING AREA (AC):		0
WORKSPACE IN EXISTING EASEMENT (AC):		0.926		EXISTING PIPELINE REMOVE / RETIRE / CUT/GROUT/CAP (FEET):		5 / 321,77 / 0

EXHIBIT A

ATHENS COUNTY, OHIO



PRELIMINARY - FOR DISCUSSION PURPOSES ONLY
NOT TO BE USED FOR ANY LEGAL RECORDING PURPOSES

Existing Pipeline Remove Existing Pipeline Retire Existing Pipeline Cut/Grout/Cap Proposed Centerline Existing Client Pipeline Access Road Centerline Existing Easement Construction Work Area	Additional Temporary Workspace Workspace In Existing Easement Temporary Workspace Proposed Easement Staging Area Access Road Workspace Property Boundary	W N E S	SCALE: 1 IN =200 FT		PAGE: 1 / 1		TC Energy			
			PROJECT: Q223 REPLACEMENT HDD PROJECT						ACCESS ROAD CENTERLINE (FEET): 0	
			TAX ID.: A010010045001						ACCESS ROAD WORKSPACE (AC): 0	
			DATE: 1/2/2025				REV: A		ADDITIONAL TEMPORARY WORKSPACE (AC): 0	
			PROPOSED PIPELINE CENTERLINE (FEET): 107.131						TEMPORARY WORKSPACE (AC): 0	
			PROPOSED EASEMENT (AC): 0.123						CONSTRUCTION WORK AREA (AC): 0.866	
			EXISTING PIPELINE CENTERLINE (FEET): 100						STAGING AREA (AC): 0.626	
			WORKSPACE IN EXISTING EASEMENT (AC): 0.116						EXISTING PIPELINE REMOVE / RETIRE /CUT/GROUT/CAP (FEET): 0 / 64,992/ 35	

EXHIBIT B

This Conveyance has been examined
and the Grantor has complied with
Section 319.202 of the Revised Code

No. 8 Transfer Fee Paid \$0.00
Jill A. Thompson, Athens County Auditor

By, HE Deputy Auditor

50¢ transferred
8/13/13

Instrument Book Page
201300004522 OR 488 2402

201300004522
Filed for Record in
ATHENS COUNTY, OHIO
JESSICA MARKINS, RECORDER
08-13-2013 At 01:46 pm.
DEED 120.00
OR Book 488 Page 2402 - 2412

201300004522
FRANK A LAVELLE
ATTORNEY AT LAW
(HOPE)

Warranty Deed

KNOW ALL MEN BY THESE PRESENTS THAT Gerald E. & Cheryl Hope, husband and wife; Barbara & Paul Batchelder, husband and wife, Hazel I. Andrews Rose & James L. Rose, Trustees of the Andrews/Rose Trust; Elizabeth H. Tompkin, Trustee of the Elizabeth H. Tompkin Trust; and Ronald A. & Sandra L. Hope, husband and wife, the GRANTORS, for valuable consideration thereunto given, received to their full satisfaction from the City of Athens, a statutory Municipal corporation, 8 W. Washington St., Athens, OH 45701, the GRANTEE, do hereby

GIVE, GRANT, BARGAIN, SELL AND CONVEY unto said Grantee, its successors and assigns forever, with General Warranty covenants, the following described premises:

SEE ATTACHED EXHIBIT A. SUBJECT TO THOSE DEED RESTRICTIONS
CONTAINED IN THE ATTACHED EXHIBIT B.

PARCEL NO. A01-0010044500

LAST REFERENCES ARE SET FORTH AS FOLLOWS:

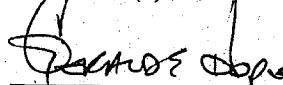
- Vol. 434, P. 2471, Vol. 431, P. 1099 and Vol. 322, P. 409 Athens County Official Records (*Ronald A. Hope and Gerald E. Hope*)
- Vol. 325, P. 619 and 626 Athens County Official Records (*Barbara A. Batchelder and Elizabeth H. Tompkin*)
- Vol. 422, P. 943 and Vol. 422, P. 1114 Athens County Official Records (*Hazel I. Andrews and James L. Rose, Trustees*)

TO HAVE AND TO HOLD the above premises, with the appurtenances thereunto belonging, unto the said Grantee, and its successors and assigns forever.

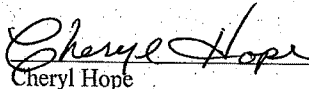
AND THE SAID Grantors, for themselves and their heirs, executors and administrators, hereby covenant with the said Grantee, its successors and assigns, that said Grantors are the true and lawful owner of said premises, and are well seized of the same in fee simple, and have good right and full power to bargain, sell and convey the same in the manner aforesaid, and that the same are free and clear from all encumbrances, and further, that said Grantors will warrant and defend the same against all claims whatsoever except as provided herein.

Duly executed on the dates set forth below.

GRANTOR(S):



Gerald E. Hope



Cheryl Hope

Barbara A. Batchelder
Barbara Batchelder

Paul E. Batchelder
Paul Batchelder

Hazel I. Andrews Rose, Trustee of the
Andrews/Rose Trust

James L. Rose, Trustee of the Andrews/Rose
Trust

Elizabeth H. Tompkin, Trustee of the
Elizabeth H. Tompkin Trust

Ronald A. Hope
Ronald A. Hope

Sandra L. Hope
Sandra L. Hope

STATE OF MICHIGAN)

COUNTY OF _____)

) ss:

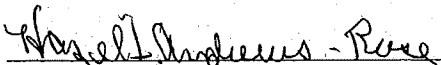
The foregoing instrument was executed and acknowledged before me, a notary public in and
for said County and State, this ____ day of _____, 2013, at
_____, _____ Gerald E. Hope and Cheryl Hope,
husband and wife, as their free act and deed, under penalty of violating §2921.13 of the Ohio
Revised Code.

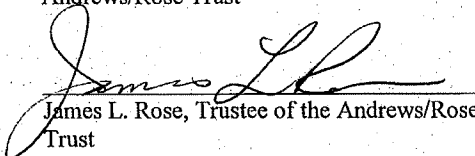
SEAL

Notary Public
My Comm. Expires: _____

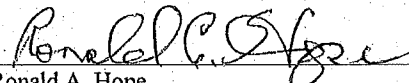
Barbara Batchelder

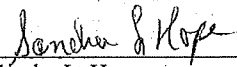
Paul Batchelder


Hazel P. Andrews Rose, Trustee of the
Andrews/Rose Trust


James L. Rose, Trustee of the Andrews/Rose
Trust

Elizabeth H. Tompkin, Trustee of the
Elizabeth H. Tompkin Trust


Ronald A. Hope


Sandra L. Hope

STATE OF MICHIGAN)

COUNTY OF _____)

) ss:

The foregoing instrument was executed and acknowledged before me, a notary public in and
for said County and State, this _____ day of _____, 2013, at
_____, _____ Gerald E. Hope and Cheryl Hope,
husband and wife, as their free act and deed, under penalty of violating §2921.13 of the Ohio
Revised Code.

SEAL

Notary Public
My Comm. Expires: _____

Barbara Batchelder

Paul Batchelder

Hazel I. Andrews Rose, Trustee of the
Andrews/Rose Trust

James L. Rose, Trustee of the Andrews/Rose
Trust

*Elizabeth H. Tompkin, Trustee
of the Elizabeth H. Tompkin Trust*

Elizabeth H. Tompkin, Trustee of the
Elizabeth H. Tompkin Trust

Ronald A. Hope

Ronald A. Hope

Sandra L. Hope

Sandra L. Hope

STATE OF MICHIGAN)

) ss:

COUNTY OF _____)

The foregoing instrument was executed and acknowledged before me, a notary public in and
for said County and State, this ____ day of _____, 2013, at
_____, _____ Gerald E. Hope and Cheryl Hope,
husband and wife, as their free act and deed, under penalty of violating §2921.13 of the Ohio
Revised Code.

SEAL

Notary Public
My Comm. Expires: _____

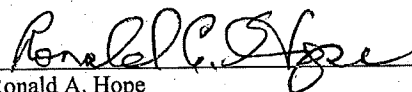
Barbara Batchelder

Paul Batchelder

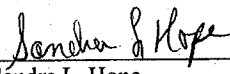
Hazel I. Andrews Rose, Trustee of the
Andrews/Rose Trust

James L. Rose, Trustee of the Andrews/Rose
Trust

Elizabeth H. Tompkin, Trustee of the
Elizabeth H. Tompkin Trust



Ronald A. Hope



Sandra L. Hope

STATE OF MICHIGAN)

) ss:

COUNTY OF _____)

The foregoing instrument was executed and acknowledged before me, a notary public in and
for said County and State, this ____ day of _____, 2013, at
_____, _____ Gerald E. Hope and Cheryl Hope,
husband and wife, as their free act and deed, under penalty of violating §2921.13 of the Ohio
Revised Code.

SEAL

Notary Public
My Comm. Expires: _____

Barbara Batchelder

Paul Batchelder

Hazel I. Andrews Rose, Trustee of the
Andrews/Rose Trust

James L. Rose, Trustee of the Andrews/Rose
Trust

Elizabeth H. Tompkin, Trustee of the
Elizabeth H. Tompkin Trust

Ronald A. Hope

Ronald A. Hope

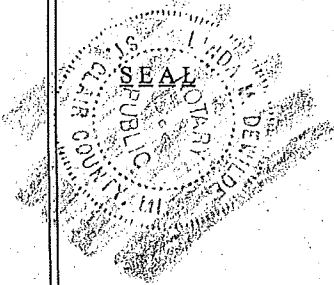
Sandra L. Hope

Sandra L. Hope

STATE OF MICHIGAN)

COUNTY OF MACOMB) ss:

The foregoing instrument was executed and acknowledged before me, a notary public in and for said County and State, this 25th day of JUNE, 2013, at MEMPHIS, MICHIGAN Gerald E. Hope and Cheryl Hope, husband and wife, as their free act and deed, under penalty of violating §2921.13 of the Ohio Revised Code.



Linda M. DeWilde
Notary Public
My Comm. Expires: 09-30-2013

LINDA M. DE WILDE
NOTARY PUBLIC, STATE OF MI
COUNTY OF MACOMB
MY COMMISSION EXPIRES Sep 30, 2013
ACTING IN COUNTY OF

St Clair

STATE OF OHIO)
COUNTY OF Ohio) ss:

The foregoing instrument was executed and acknowledged before me, a notary public in and for said County and State, this 26th day of JUNE, 2013, at CANTON, Ohio, Barbara Batchelder and Paul Batchelder, husband and wife, as their free act and deed, under penalty of violating §2921.13 of the Ohio Revised Code.



LISA M. THOMPSON
Notary Public
In and for the State of Ohio
My Commission Expires
July 20, 2014

Lisa M. Thompson
Notary Public
My Comm. Expires: 7-20-14

STATE OF MICHIGAN)
COUNTY OF _____) ss:

The foregoing instrument was executed and acknowledged before me, a notary public in and for said County and State, this ____ day of _____, 2013, at _____, Hazel I. Andrews Rose and James L. Rose, Trustees of the Andrews/Rose Living Trust, husband and wife, as their free act and deed, under penalty of violating §2921.13 of the Ohio Revised Code.

SEAL

Notary Public
My Comm. Expires: _____

STATE OF ILLINOIS)
COUNTY OF _____) ss:

The foregoing instrument was executed and acknowledged before me, a notary public in and for said County and State, this ____ day of _____, 2013, at _____, Elizabeth H. Tompkin, Trustee of the Trust, as her free act and deed, under penalty of violating §2921.13 of the Ohio Revised Code.

SEAL

Notary Public
My Comm. Expires: _____

STATE OF OHIO)
) ss:
COUNTY OF _____)

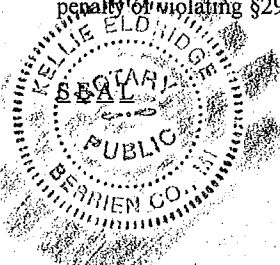
The foregoing instrument was executed and acknowledged before me, a notary public in and for said County and State, this ____ day of _____, 2013, at _____, Barbara Batchelder and Paul Batchelder, husband and wife, as their free act and deed, under penalty of violating §2921.13 of the Ohio Revised Code.

SEAL

Notary Public
My Comm. Expires: _____

STATE OF MICHIGAN)
) ss:
COUNTY OF Berrien)

The foregoing instrument was executed and acknowledged before me, a notary public in and for said County and State, this 24 day of June, 2013, at Niles, MI Hazel I. Andrews Rose and James L. Rose, Trustees of the Andrews/Rose Living Trust, husband and wife, as their free act and deed, under penalty of violating §2921.13 of the Ohio Revised Code.



Kellie Eldridge
Notary Public Kellie Eldridge
My Comm. Expires: 08/12/2015

STATE OF ILLINOIS)
) ss:
COUNTY OF _____)

The foregoing instrument was executed and acknowledged before me, a notary public in and for said County and State, this ____ day of _____, 2013, at _____, Elizabeth H. Tompkin, Trustee of the Trust, as her free act and deed, under penalty of violating §2921.13 of the Ohio Revised Code.

SEAL

Notary Public
My Comm. Expires: _____

STATE OF OHIO)
) ss:
COUNTY OF _____)

The foregoing instrument was executed and acknowledged before me, a notary public in and for said County and State, this _____ day of _____, 2013, at _____, Barbara Batchelder and Paul Batchelder, husband and wife, as their free act and deed, under penalty of violating §2921.13 of the Ohio Revised Code.

SEAL

Notary Public
My Comm. Expires: _____

STATE OF MICHIGAN)
) ss:
COUNTY OF _____)

The foregoing instrument was executed and acknowledged before me, a notary public in and for said County and State, this _____ day of _____, 2013, at _____, Hazel I. Andrews Rose and James L. Rose, Trustees of the Andrews/Rose Living Trust, husband and wife, as their free act and deed, under penalty of violating §2921.13 of the Ohio Revised Code.

SEAL

Notary Public
My Comm. Expires: _____

STATE OF ILLINOIS)
) ss:
COUNTY OF Cook)

The foregoing instrument was executed and acknowledged before me, a notary public in and for said County and State, this 24 day of June, 2013, at Western Springs, IL, Elizabeth H. Tompkin, Trustee of the Trust, as her free act and deed, under penalty of violating §2921.13 of the Ohio Revised Code.

SEAL



Esther M Cook
Notary Public
My Comm. Expires: 3-19-14

STATE OF OHIO)
) ss:
COUNTY OF ATHENS)

The foregoing instrument was executed and acknowledged before me, a notary public in and for said County and State, this 20 day of June, 2013, at Athens, OH, Ronald A. Hope and Sandra L. Hope, husband and wife, as their free act and deed, under penalty of violating §2921.13 of the Ohio Revised Code.



Frank A. Lavelle
Notary Public
My Comm. Expires: _____

FRANK A. LAVELLE
Attorney at Law
Notary Public, State of Ohio
My Commission has no expiration date
Section 147.08 RC

This Instrument Prepared By: Frank A. Lavelle, Attorney at Law, LAVELLE LAW OFFICES, L.P.A., 8 North Court St., 2nd Floor, P.O. Box 661, Athens, OH 45701-0661, (740) 593-3347.

NAWPA - CVAthens City-Hope\Documents\Warranty Deed Grantee as Corporation.wpd

Description Approved
Jill A. Thompson 6-24-13
Athens County Auditor

EXHIBIT A

Situated in Section 22, T. 9, R. 14, Athens Township, Athens County, Ohio, and being more particularly described as follows:

Commencing at the south-east corner of lease lot 100 at the intersection of the Hocking River and Margaret Creek; thence, following said Hocking River North 9° 27' 20" East, a distance of 213.10 feet to a point, said point being the POINT OF BEGINNING; thence, leaving said River, South 79° 08' 22" West, a distance of 882.08 feet to an iron pin set on the East side of the New York Central Railroad Right of Way, passing an iron pin set at 232.60 feet; thence, following said Right of Way, North 9° 48' 47" East, a distance of 13.51 feet to a point, said point being the point of curvature of a tangent curve, concave to the southeast, having a radius of 909.99 feet and a central angle of 36° 07' 50" and a chord bearing of North 27° 52' 42" East, 564.38 feet; thence, Northeast along said curve, a distance of 573.84 feet to a point; thence, North 45° 56' 38" East, a distance of 458.90 feet to a point in Township Road 402, passing a monument found at 432.40 feet; thence leaving said Railroad Right of Way and following said road South 75° 21' 30" East, a distance of 412.89 feet to a point in the aforementioned Hocking River, passing an iron pin found at 376.79 feet; thence, following said River, South 13° 33' 43" West, a distance of 391.08 feet to a point; thence, South 11° 43' 48" West, a distance of 184.40 feet to the POINT OF BEGINNING, said described tract CONTAINING 11.209 ACRES (488,260.6793 square feet).

Subject to all easements and right-of-ways of record. All iron pins set are 5/8 inch x 30 inch long rebar.

The above description is based on a field survey completed November 1997 By: John M. Branner P.S. 6805m 12500 N. Peach Ridge Rd., Athens, OH 45701 (614) 592-5778.

PRIOR DEED REFS: Vol. 145, Page 349, Vol. 262, Page 1751 Athens County Official Records
LAST DEED REF: Vol. 434, Page 2471 Athens County Official Records

PARCEL NO. A01-001000445-00

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0-42-25

Introduced by Solveig Spjeldnes, Chair
Transportation Committee

AN ORDINANCE AUTHORIZING PARTICIPATION IN THE OHIO DEPARTMENT OF TRANSPORTATION'S COOPERATIVE PURCHASING PROGRAM; AND DECLARING AN EMERGENCY.

WHEREAS, Section 5513.01(B) provides the opportunity for Municipal Corporations to participate in contracts of the Ohio Department of Transportation for the purchase of machinery, material, supplies or other articles; and

WHEREAS, the City of Athens has authorized funds in the 2025 budget for the purchase of road salt and hereby submits this written agreement to participate in the Ohio Department of Transportation's (ODOT) annual winter road salt bid in accordance with Ohio Revised Code 5513.01(B) and hereby agrees to all of the terms and conditions included in this ordinance in its participation of the ODOT winter road salt contract;

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

SECTION I: The City of Athens, Athens County, hereby agrees to be bound by all terms and conditions established by ODOT's winter road salt contract and acknowledges that upon award of the contract by the Director of ODOT it shall be bound by all such terms and conditions included in the contract.

SECTION II: The City of Athens hereby acknowledges that upon the Director of ODOT's signing of the winter road salt contract, it shall effectively form a contract between the awarded salt supplier and the City of Athens.

SECTION III: The City of Athens agrees to be solely responsible for resolving all claims or disputes arising out of its participation in the ODOT winter road salt contract and agrees to hold the Department of Transportation harmless for any claims, actions, expenses, or other damages arising out of the City of Athens' participation in the road salt contract.

SECTION IV: The City of Athens' electronic order for Sodium Chloride (Road Salt) will be the amount the City of Athens agrees to purchase from its awarded salt supplier at the delivered bid price per ton awarded by the Director of ODOT.

SECTION V: The City of Athens hereby agrees to purchase a minimum of 90% of its above-requested salt quantities from its awarded salt supplier during the State contract's effective period in 2025 and 2026.

SECTION VI: The City of Athens hereby agrees to place orders with and directly pay the awarded salt supplier on a net 30 basis for all road salt it receives pursuant to ODOT winter salt contract.

SECTION VII: The City of Athens acknowledges that should it wish to rescind this participation agreement it will do so by written, emailed request by no later than Friday, May 2, 2025, by 5:00 p.m. The written, emailed request to rescind this participation agreement must be received by the ODOT Office of Contract Sales, Purchasing Section email: Contracts.Purchasing@dot.ohio.gov by the deadline. The Department, upon receipt, will respond that it has received the request and that it has effectively removed the City of Athens' participation request. Furthermore, it is the sole responsibility of the City of Athens to ensure ODOT has received this participation agreement as well as the receipt of any request to rescind this participation agreement. The Department shall not be held responsible or liable for failure to receive a City of Athens' participation agreement and/or a City of Athens' request to rescind its participation agreement.

SECTION VIII: This Ordinance shall be an emergency measure necessary for the preservation of the health, welfare and safety of the residents of the City of Athens, Ohio, in order to meet the participation deadline, and it shall be in full force and effect upon its passage and approval by the Mayor.

President of Council

ATTEST:

APPROVED:

Clerk of Council

Mayor