

Pipeline Relocation and Reimbursement Agreement

This Pipeline Relocation and Reimbursement Agreement ("Agreement") is made as of this ___ day of _____, 2016, by and between Columbia Gas of Ohio, Inc., an Ohio corporation with an office and place of business at 3101 North Ridge Road – East, Lorain, Ohio 44053, hereinafter referred to as ("Columbia"), and THE CITY OF AVON, OHIO, whose address is 36080 Chester Rd., Avon, OH 44011 hereinafter referred to as "Requestor." Columbia and Requestor are each a ("Party") and collectively referred to as (the "Parties").

Witnesseth

WHEREAS, Columbia owns and operates a twelve (12) inch diameter pipeline, located within four (4) private easements as well as the Right-of-Way of Chester Road, in the City of Avon, Lorain County, Ohio; and

WHEREAS, Requestor wishes to have said pipeline relocated in order to permit certain construction in the vicinity of said pipeline, and Columbia is willing to relocate said pipeline subject to the conditions set forth below.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, and the Parties hereby intending to be legally bound, the Parties hereby agree as follows:

1. Requestor agrees to pay 45.6 percent of the actual cost of the relocation.
2. Requestor agrees to reimburse Columbia the sum of Five Hundred Eighty-Five Thousand Six Hundred Nineteen Dollars and Seventy-Five Cents (\$585,619.75) ("Estimated Cost"). Said amount is a partial Estimated Cost of relocating Columbia's pipeline. If Requestor decides to cancel or postpone indefinitely the contemplated construction project, Requestor agrees to reimburse Columbia for all costs expended or obligated at the time of written cancellation or indefinite postponement, including costs which may have to be expended to restore the premises to its original condition.
3. Upon written execution of this Agreement by Columbia and Requestor, Columbia will physically relocate said pipeline as mutually agreed to when all necessary rights of way have been secured and all material is available.
4. Upon completion of said relocation, Columbia shall, within a reasonable time, submit to the Requestor a statement showing the actual cost of the relocation. If the actual cost of said relocation is more than the Estimated Cost, Requestor agrees to also pay the excess amount above stated Estimated Cost.
5. It is understood and agreed between the Parties hereto that this relocation project will not be commenced until such time as such relocation will not impair the operations of Columbia in its service of gas to its customers.

6. Requestor shall release Columbia from any responsibility for any damages or losses to Requestor which occur because of Columbia's relocation project. Columbia is not exempt from liability for its negligence, gross negligence, reckless, willful, wanton or intentional conduct that causes harm to Requestor's personnel or property.

7. All questions with respect to the interpretation and construction of this Agreement and the rights and liabilities of the Parties hereunder shall be determined in accordance with the applicable laws of the state of Ohio without regard to the law of conflicts or any choice of law provisions that would direct the application of the laws of another jurisdiction. This Agreement contains the entire agreement between the Parties concerning the relocation work and reimbursement, and no modification of this Agreement will be binding unless approved in writing by both Parties. Requestor may not assign this Agreement without express written consent from Columbia. Such consent may be withheld by Columbia in its sole discretion. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, such provision shall be deemed modified so as to be no longer invalid and, all of the remaining provisions of this Agreement shall remain in full force and effect.

8. Requestor represents and warrants that it has requisite authority to enter into this Agreement and that its representative signing this Agreement is authorized to bind and obligate the Requestor to the terms of this Agreement.

IN WITNESS WHEREOF, the Parties acknowledge and agree to the terms of this Agreement and have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

REQUESTOR

Authorized Signature

BRYAN K. JENSEN

Print Name

Mayor, City of Avon, Ohio

Title

COLUMBIA GAS OF OHIO, INC.

Authorized Signature

Print Name

Title