

ORDINANCE NO. 2026-30

Introduced by Tom Harris

AN ORDINANCE AUTHORIZING THE CITY MANAGER'S EXECUTION OF AN EASEMENT AGREEMENT BETWEEN ARDAGH METAL PACKAGING USA CORP. AND THE CITY OF HURON, GRANTING TO THE CITY OF HURON THE RIGHT TO ERECT, CONSTRUCT, INSTALL AND LAY, AND THEREAFTER, USE, OPERATE, INSPECT, TEST, MAINTAIN, REPAIR, REPLACE, AND REMOVE AND RELOCATE ALL ABOVE-GROUND AND SUB-SURFACE ELECTRICAL LINES (INCLUDING ELECTRICAL CONNECTIONS, SERVICE CONNECTIONS, METERS AND OTHER APPURTENANCES) ON, OVER, UNDER AND ACROSS PROPERTY WITHIN THE CITY OF HURON IDENTIFIED AS PART OF ERIE COUNTY, OHIO PERMANENT PARCEL NUMBERS 42-02021.000 AND 42-02021.002; AND FURTHER AUTHORIZING THE RECORDATION OF SAID EASEMENTS WITH THE ERIE COUNTY, OHIO RECORDER; AND DECLARING AN EMERGENCY.

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

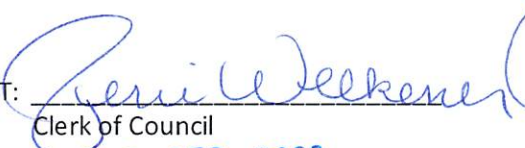
SECTION 1. That Council hereby authorizes the City Manager's execution of an Easement Agreement between the City of Huron and Ardagh Metal Packaging USA Corp. Granting to the City of Huron the right to erect, construct, install and lay, and thereafter, use, operate, inspect, test, maintain, repair, replace, and remove and relocate all above-ground and sub-surface electrical lines (including electrical connections, service connections, meters and other appurtenances) on, over, under and across property within the City of Huron known as part of Erie County, Ohio Permanent Parcel Nos. 42-02021.000 and 42-02021.002 (hereinafter, the "Easement") and as further described in the Easement Agreement (Temporary Construction Easement 60 feet and Permanent Easement 40 feet) attached hereto as Exhibit "A."

SECTION 2. That the recordation of said Easements with the Erie County, Ohio Recorder is hereby authorized.

SECTION 3. That it is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council and that all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements, including O.R.C. §121.22.

SECTION 4. This Ordinance is declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety of the City, and is necessary to make immediate provision for ratification of prior acts of Council. In accordance with Section 3.06 of the Charter of the City of Huron, this Ordinance shall take effect and be in full force and effect immediately upon its adoption.

ATTEST:


Clerk of Council


Monty Tapp, Mayor

ADOPTED: _____

22 SEP 2026

EASEMENT AGREEMENT

(Temporary Construction Easement [60 feet] and Permanent Easement [30 feet])

THIS EASEMENT AGREEMENT ("**Agreement**"), made and entered into by ARDAGH METAL PACKAGING USA CORP., f/k/a Ardagh Metal Beverage USA Inc., (along with its heirs, successors and assigns, "**Grantor**") and the THE CITY OF HURON, OHIO AN OHIO CHARTERED MUNICIPALITY (along with its successors and assigns, "**Grantee**"), is to EVIDENCE THAT:

Grantor does hereby grant the Grantee and its affiliates, subsidiaries and any utility companies affiliated with, controlled, or governed by it, a perpetual, non-exclusive, permanent easement ("**Easement**") for the right to erect, construct, install and lay, and thereafter, use, operate, inspect, improve, test, maintain, repair, replace, and remove and relocate all above-ground and sub-surface electrical lines (including electrical connections, service connections, meters, and other appurtenances) ("**Improvements**") on, over, under, across, within, and through certain lands of Grantor situated in the City of Huron, County of Erie and State of Ohio, and being described on **Exhibit A**, which is attached hereto and incorporated herein by reference (the "**Parcel**") for the purpose of transmitting electric current to a water tower on Grantee's adjacent parcel.

The area of Grantor's Parcel subject to this Easement shall be a strip of land that is thirty (30) feet in width and following the course indicated on the drawings attached hereto as **Exhibit B** ("**Easement Area**").

This Easement shall include the right for Grantee to initially construct the Improvements in said Easement Area, to later enhance, add, alter, maintain, improve, repair, replace and/or relocate said existing or new Improvements in said Easement Area, and to conduct all activities incident thereto, together with the right of reasonable ingress and egress over the Parcel for accessing the Easement Area for the purpose of use of said Easement.

Grantor also grants to Grantee its affiliates, subsidiaries and any utility companies affiliated with, controlled, or governed by it, a temporary, non-exclusive easement on the Parcel only during construction of the Improvements on the Parcel, which area shall be a strip of land that is sixty (60) feet in width, overlaying the Easement Area, and extending out from each side of the Easement Area by fifteen (15) feet.

As further consideration for the granting of this Easement, the Grantor and Grantee covenant and agree as follows and said covenants and agreements shall be considered to be covenants running

with the land for the benefit of both the Grantee and Grantor, and their respective successors and assigns:

1. Grantee shall (i) construct, enhance, add, alter, maintain, improve, repair, replace and/or relocate the Improvements in accordance with the requirements of this Agreement, in a good and workmanlike manner, in a lien-free manner and in accordance with all applicable laws, and (ii) operate, maintain, and repair the Improvements after construction. During the construction process, the Grantee shall keep the Easement Area in good order and repair, ordinary wear and tear excepted.

2. Grantee shall repair any and all damage arising from the installation or subsequent repair, maintenance or reconstruction of the Improvements, and restore the construction-related areas and the Easement Area as near as possible to their condition prior to construction.

3. Grantee shall replace any driveway, parking lot, lawn, shrubbery, or any other improvement in or about the Easement Area that may be damaged, altered, moved, relocated, undermined, destroyed, ruined, or otherwise disrupted, in any manner, as a result of construction by Grantee. Grantee may only construct, replace or remove the Improvements if the same has been approved in advance in writing by Grantor, which consent shall not be unreasonably withheld, conditioned or delayed.

4. Grantee shall fill any and all voids in the ground in or about the Easement Area reasonably and proximately caused from said construction, operation or maintenance of said Improvements in the Easement Area.

5. Grantee shall secure and use commercially reasonable methods to protect all permanent structures within the vicinity of the Easement Area.

6. Grantee shall be liable for and pay all cost of surveying, recording of documents, filing and transfer fees, escrow costs and title expenses, if any, related to this Easement Agreement.

7. Grantee shall bear and promptly pay without the imposition of any lien or charge on or against all or any portion of the Easement Area, all costs and expenses in connection with the construction and maintenance of the Improvements and any future construction or improvements to Easement Area by the Grantee. Grantee hereby acknowledges and agrees that if any lien is filed against the Grantor as a result of the Easement or Grantee's activities in the Easement Area and Grantee has not had such lien removed of record within ten (10) business days of the date of the initial filing of such lien, Grantee shall be in default of this Agreement, and Grantor shall have the right to exercise all of its remedies pursuant to this Agreement, at law and in equity.

8. The Grantor reserves for itself the right to use Grantor's Parcel including the Easement Area, subject to the Easement granted herein and Grantee's right to inspect, operate, maintain, repair, replace, relocate, test, alter, modify, add to, or remove existing utilities currently serving Grantee's property or operations in general (or the property or operation of Grantee's successors and assigns), whether above or below ground. Except as described in the foregoing sentence, Grantor agrees not to install, erect, or maintain any structure, fencing or device upon the Easement Area, but shall have the right to any use, above or below ground, that does not otherwise damage, impair, impede, or unreasonably interfere with the Improvements or Grantee's rights to

same.

9. Grantee further agrees it will at all times indemnify, defend and save harmless Grantor, its successors and assigns, its agents, employees or lessees, limited only to the extent covered by insurance proceeds actually received, against all loss, damage, cost, claims, demands, actions, or causes of action, or expense (including reasonable attorneys' fees) arising out of loss of or damage to property or injury to or death of person or persons, resulting in any manner from the construction, installation, maintenance, laying, and thereafter, use, operation, inspection, maintenance, repair, replacement or removal of the Improvements, and Grantee shall promptly pay to Grantor, limited only to the extent covered by insurance proceeds actually received by Grantee, the full amount of any loss or damage which Grantor may sustain, incur, or become liable for, and all sums which Grantor may pay or be compelled to pay in settlement of any claim on account thereof.

Grantee hereby further agrees to require its contractor(s), as a part of all contracts relating to the construction upon or repair or maintenance upon the Improvements, Easement Area, and the easement interests conveyed in accord with this Easement, to indemnify, and save harmless the Grantor, limited to the extent of insurance proceeds actually received by Grantee, against all loss, liability, and damages that arise from the activities of Grantee's contractors or any agents in the performance of the construction, repair, or maintenance work on the Parcel. Notwithstanding the foregoing, nothing herein contained is to be deemed or construed as indemnification against the sole gross negligence of Grantor, its employees, or agents. Further, Grantor shall notify Grantee of any claims, demands, actions or causes of actions arising or growing out of loss of or damage to property or injury to or death of person or persons, resulting in any manner from the construction, installation, maintenance, and thereafter use, operation, inspection, repair, replacement or removal of the Improvements. Grantee shall have the right to assume defense of said claims, demands, actions, or causes of action at its expense.

10. Grantee shall carry and shall cause all its contractor(s) and subcontractor(s) while on the Grantor's Parcel to carry comprehensive general liability insurance of the type that normally provides coverage for general liability, automobile liability, or other liability insurance, in a minimum amount of Three Million and No/100 Dollars (\$3,000,000.00) combined aggregate single limits for bodily injury or death to person or persons and property damage per occurrence.

No deductible/self-retainage under said coverage shall exceed One Hundred Thousand and No/100 Dollars (\$100,000.00). Grantee may self-insure for the entire coverage amounts. Grantee agrees that in the construction, maintenance, repair, replacement, relocation, and use of the Improvements, it will comply with all applicable laws, including, but not limited to, any laws, standards, regulation, or permit requirements relating to environmental pollution or contamination or to occupational health and safety; and Grantee agrees to indemnify and hold harmless, limited to the extent covered by insurance proceeds actually received, the Grantor from any and all claims, demands, lawsuit, or liability for loss, fines, damage, injury, and death and all expenses and costs, including reasonable attorney's fees, clean-ups and remediations, resulting from or arising out of the construction, maintenance, or use of the Improvements or for the violation of any law, standard, regulation, or permit requirement relating to environmental pollution or contamination or to occupational health and safety.

11. Grantee shall require its contractor(s) to use all reasonable care to avoid accidents or damage to Grantor's property or to delay or otherwise interfere with Grantor's operations. Grantee shall require its contractor(s) upon completion of the construction to remove from the Parcel all machinery, equipment, temporary buildings, falsework, or rubbish left by virtue of Grantee's operations, and to leave the Easement Area in as close as reasonably practicable to the same condition as existed prior to the beginning of operations. All work herein provided to be done by the Grantee's contractor(s) in the Easement Area shall be done under the supervision, inspection, and direction of the Grantee's personnel.

12. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the Grantor and Grantee; and all references to "Grantor" herein shall be construed and considered to confer rights, including but not exclusive of the right to enforce any promise or covenant of Grantee.

13. Each of the parties hereto agree to execute and deliver to the other all such documents as may be necessary or appropriate for the effectuation of the provisions and intent of this Easement.

14. This Easement shall be filed and for record in the office of the Recorder of Erie County, Ohio upon the execution and acknowledgement of the parties hereto.

15. The Easement granted is made and subject to any and all pre-existing easements, rights-of-way, encumbrances, reservations, conditions, covenants, and restrictions, if any, affecting the use of the Easement conveyed herein, now of record in the County Clerk's office in Erie County, and to all zoning laws, regulations and ordinances of municipal and/or other governmental authorities, if any, affecting the use of the Easement.

16. Grantor and Grantee agree that, except to the extent caused by the acts or omissions of Grantee or its representatives or contractors, or arising in connection with Grantee's construction, maintenance, use, or repair of the Improvement and Easement Area, Grantee shall not be liable for, and is hereby fully released from, any and all actual or threatened actions, claims, demands, damages, losses, expenses, judgments, suits, causes of action, fines, fees, penalties, and liabilities, whether arising during, prior to, or subsequent to the term of this Easement, that is directly or indirectly related to the presence of pollutants, contaminants, petroleum, hazardous substances, or endangerments in, on, beneath, or along the Easement Area.

17. Grantor and Grantee agree that any damages to lawn, driveways, permitted shrubbery, drain tiles, crops or permitted fences on said Parcel, the amount of which cannot be mutually agreed upon, shall be determined by a panel of arbitrators composed of three (3) disinterested persons, of whom Grantor and Grantee shall appoint one each and the two arbitrators so appointed shall appoint the third, the award of any two of whom shall be final and a condition precedent to the institution of any legal proceedings hereunder.

[signature and notary pages follow]

IN WITNESS WHEREOF, the Grantor and Grantee have executed this Easement as of the date(s) referenced below.

GRANTOR:

Ardagh Metal Packaging USA Corp.

By: _____

Its: _____

Print Name: _____

Date: _____

GRANTEE:

The City of Huron

By: _____

Stuart Hamilton, City Manager

Date: _____

ACKNOWLEDGEMENT

STATE OF OHIO)
)
COUNTY OF _____) SS:

The foregoing instrument was acknowledged before me this _____ day of _____, 2026 by _____ of Ardagh Metal Packaging USA Corp., a Delaware Corporation, who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed, both individually and as the Corporation. The notarial act certified hereby is an acknowledgement. No oath or affirmation was administered to signer.

NOTARY PUBLIC

My Commission Expires: _____

ACKNOWLEDGEMENT

STATE OF OHIO)
)
COUNTY OF ERIE) SS:

The foregoing instrument was acknowledged before me this _____ day of _____, 2026 by Stuart Hamilton, City Manager of City of Huron, an Ohio political subdivision, who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed, both individually and as the City Manager of said City. The notarial act certified hereby is an acknowledgement. No oath or affirmation was administered to signer.

NOTARY PUBLIC

My Commission Expires: _____

This instrument was prepared by:
Todd A. Schrader, Esq.
Seeley, Savidge, Ebert & Gourash Co., LPA
26600 Detroit Rd., Suite 300
Westlake, OH 44145
(216) 566-8200

EXHIBIT A

Ardagh Parcel—Legal

EXHIBIT A

Legal Description

Situated in the City of Huron, County of Erie and State of Ohio:

And known as being a parcel of land located in part of Original Lots 23, 24, 26, 27 and 28, Section 2, Huron Township, City of Huron, Erie County, Ohio and being more particularly described as follows:

Beginning at a drill hole found on the centerline of right-of-way of Sawmill Parkway at the Easterly end of Sawmill Subdivision as recorded in Volume 22, Page 31 of the Erie County Plat Records;

Thence South 58 deg. 01' 00" East along the centerline of Sawmill Parkway, a distance of 553.63 feet to a point;

Thence South 31 deg. 59' 00" West, a distance of 25.00 feet to a 1/2 inch iron pin previously set on the Southerly right-of-way of Sawmill Parkway at the most Easterly corner of lands now or formerly owned by Phyllis Winans, as recorded in Book 74, Page 888 of the Erie County Deed Records, said point being the principal place of beginning for this description:

1. Thence South 58 deg. 01' 00" East along the Southerly right-of-way line of Sawmill Parkway, a distance of 1,518.61 feet to a 1/2 inch iron pin set at the Southeasterly terminus of said Sawmill Parkway;

2. Thence North 31 deg. 59' 00" East along the Southeasterly terminus of Sawmill Parkway, a distance of 50.00 feet to a 1/2 inch iron pin set on the Northerly right-of-way line of Sawmill Parkway;

3. Thence North 58 deg. 01' 00" West along the Northerly right-of-way line of Sawmill Parkway, a distance of 429.32 feet to a 1/2 inch iron pin set at the most Southerly corner of lands now or formerly owned by Stephen C. Lochner as recorded in Volume 539, Pages 723 thru 727 of the Erie County Deed Records;

4. Thence North 31 deg. 59' 00" East along the Southerly line of said Lochner's land, a distance of 551.98 feet (previously recorded as 551.68 feet) to a 1/2 inch iron pin set on the Southerly right-of-way line of State Route 2;

Thence following the Southerly and Westerly right-of-way lines of said State Route 2 along the following Ten (10) courses:

5. Thence South 23 deg. 17' 33" East, a distance of 177.92 feet (previously recorded at 176.29 feet) to a 1/2 inch iron pin set;

6. Thence South 41 deg. 56' 27" East, a distance of 271.54 feet to a 1/2 inch iron pin set;

7. Thence South 56 deg. 33' 29" East, a distance of 305.90 feet to a 1/2 inch iron pin set;
8. Thence South 68 deg. 34' 21" East, a distance of 244.05 feet to a 1/2 inch iron pin set;
9. Thence South 81 deg. 56' 36" East, a distance of 227.66 feet to a 1/2 inch iron pin set;
10. Thence South 20 deg. 54' 13" East, a distance of 280.08 feet to a 1/2 inch iron pin set;
11. Thence South 11 deg. 53' 27" East, a distance of 280.86 feet to a 1/2 inch iron pin set;
12. Thence South 01 deg. 16' 32" West, a distance of 253.42 feet (previously recorded as 253.47 feet) to a 1/2 inch iron pin set;
13. Thence South 01 deg. 22' 42" East, a distance of 332.51 feet to a 1/2 inch iron pin set;
14. Thence South 00 deg. 10' 47" West, a distance of 549.67 feet (previously recorded as 550.70 feet) to a point on the Northeasterly right-of-way line of the Consolidated Rail Corp.
15. Thence North 59 deg. 06' 58" West along the said Northeasterly right-of-way line, a distance of 3,356.17 feet (previously recorded as 3,355.71 feet) to a 1/2 inch iron pin previously set at the most Southerly corner of lands now or formerly owned by Terminal Limited Partnership as recorded in Book 180, Page 286 of the Erie County Deed Records;
16. Thence North 31 deg. 39' 00" East along said O'Man Corporation lands, a distance of 278.53 feet to a 1/2 inch iron pin set at the most Westerly corner of said Phyllis Winans land;
17. Thence South 58 deg. 01' 00" East along the Southerly line of said Winans land, a distance of 85.95 feet to a 1/2 inch iron pin previously set on the Easterly line of said Winans land;
18. Thence North 31 deg. 59' 00" East along the Easterly line of said Winans land, a distance of 506.80 feet to the principal place of beginning and containing 70.7710 acres of land, but subject to all legal highways.

Bearings are assumed and used to indicate angles only.

This description was prepared on November 2, 1994 from an actual survey of the premises by Baharoglu & Associates, Inc., Consulting Engineers and Surveyors, Norwalk, Ohio per Ronald A. Morehouse, Registered Surveyor No. 5340.

See RN 202202272 for Exceptions and also expressly excepting the parcel identified in Exhibit B as the "Split Parcel 2.6226 Acres" and located within this parcel of land.

Permanent Parcel Nos. 42-02021.000 and 42-02021.002

EXHIBIT B
Easement Area—Drawings

