

ORDINANCE NO. 2009 - 37

**AUTHORIZING THE CITY MANAGER TO GRANT A 10-FOOT WIDE UTILITY EASEMENT TO TIME WARNER ENTERTAINMENT COMPANY, L.P.**

WHEREAS, the City has determined that it is in best interests of the City to grant a 10 foot wide easement to Time Warner Entertainment Company, L.P. for underground utilities; and

WHEREAS, said approximate 10 foot wide easement is to be located along the southern property line of the Community Campus at 6100 Mason-Montgomery Road.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Mason, Ohio, seven members thereto concurring:

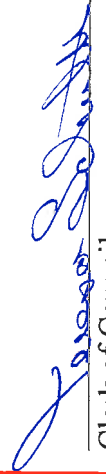
Section 1. That the City Manager is hereby authorized to grant a 10 foot wide easement for underground utilities to Time Warner Entertainment Company, L.P. along the southern property line of the Community Campus at 6100 Mason-Montgomery Road, which easements are more particularly described on Exhibit "A", attached hereto and incorporated herein by reference.

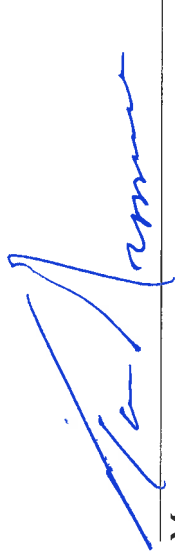
Section 2. That the City Manager is hereby authorized and directed to execute any and all documents necessary to grant said easements.

Section 3. That this Ordinance shall take effect and be in force from and after the earliest period allowed by law.

Passed this 27<sup>th</sup> day of April, 2009.

Attest:

  
Clerk of Council

  
Mayor

**TIME WARNER CABLE  
COMMERCIAL AND OFFICE BUILDINGS  
EASEMENT AGREEMENT**

THIS AGREEMENT, dated this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_, is by and between \_\_\_\_\_ (hereinafter the "Operator"), and Time Warner Entertainment Company, L.P., a Delaware limited partnership (hereinafter the "Owner"), whose address is \_\_\_\_\_, a Delaware limited partnership (hereinafter the "Operator").

1. In consideration of the mutual benefits and obligations set forth herein, Owner hereby grants to the Operator, its successors and assigns, an easement and right-of-way in, on, over, under, through, and across the Premises described herein for the purpose of installing, operating, repairing, replacing, relocating, removing, and maintaining all lines, wires, poles, conduits, pipes, converters, amplifiers, splitters, lock boxes, facilities, and equipment (the "System") that are necessary or desirable to provide those cable television and other entertainment, data, Internet and telecommunications services to occupants of the building(s), located at: \_\_\_\_\_ in the city, township or village of \_\_\_\_\_, county of \_\_\_\_\_, state of \_\_\_\_\_, more particularly described in the legal descriptions (Exhibit A and Exhibit B) attached hereto and made a part hereof for all purposes, together with all improvements now or hereafter situated thereon (hereinafter the "Premises").

2. Operator specifically reserves the right to install, operate, repair, relocate, remove, and maintain its System to service those occupants for which Operator has received specific requests for service, and thereafter, as subsequent requests are made to Operator for service to additional occupants, to then install any equipment necessary to provide such additional service.

3. Deleted as requested

4. Ownership of all parts of the System shall be and remain the personal property of the Operator. No entity, other than Operator, may use any part of the System. Operator shall install and maintain the System on the Premises at its own expense. The System and all pertinent equipment shall be installed in accordance with good engineering practices and shall conform to normal System installations that are standard in the industry. If owner requests, operator shall submit drawings and plans for Owner's advance approval, such approval not to be unreasonably withheld, conditioned, or delayed. Standard installations shall be at Operator's expense.

5. No operator of any facilities that provides the same or similar services as the System shall be granted any rights greater than Operator. Nothing contained herein shall be deemed to provide that Operator's rights are exclusive, but merely that no other potential operator shall benefit from any rights greater than that of Operator.

6. Operator agrees to maintain public liability insurance of not less than One Million (\$1,000,000) Dollars for injury to any one person; One Million (\$1,000,000) Dollars for injury resulting from any one accident and property damage of not less than One Million (\$1,000,000) Dollars.

7. Occupants of the Premises, if they desire connection to the System, shall be charged and billed individually for any costs of installation and connection to such Occupant's leased portion of the Premises and shall be billed directly for any charges based on usage of the System.

8. Operator shall be responsible for any and all damages directly caused to the Premises by its workmanship and/or direct damages caused to the Premises during installation except for nails, screws and the like used for the attachment of equipment or the boring of holes which is part of normal workmanship related to the installation of the System, which shall not be construed as damages.

9. Owner covenants with Operator that Owner is the owner of the Premises described above and has full power to convey the rights conveyed by this Easement Agreement.

10. The Easement granted herein runs with the title to the Premises and binds each subsequent owner of all or any portion of the Premises.

11. This Agreement constitutes the entire agreement between the parties.

TIME WARNER ENTERTAINMENT COMPANY, L.P.

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

Robert P. Bertram, Vice President Finance, &  
Administration, Southwest Ohio Division, Time Warner  
Cable, a Division of Time Warner Entertainment  
Company., L.P., a Delaware limited Partnership

STATE OF OHIO, COUNTY OF \_\_\_\_\_, ss:

The foregoing instrument was executed and acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2007, by Robert P. Bertram, Vice President Finance & Administration, Southwest Ohio Division, Time Warner Cable, a Division of Time Warner Entertainment Company, L.P., a Delaware limited partnership, on behalf of the limited partnership.

\_\_\_\_\_  
Notary Public - State of Ohio  
My Commission expires:

CITY OF MASON

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

Eric Hansen, City Manager

STATE OF OHIO, COUNTY OF \_\_\_\_\_, ss:

The foregoing instrument was executed and acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_, by Eric Hansen, City Manager of City of Mason, on behalf of said municipality.

\_\_\_\_\_  
Notary Public - State of Ohio  
My Commission expires: