**RESOLUTION APPROVING A MEASURING & REGULATING STATION EASEMENT BETWEEN THE ASHTABULA COUNTY BOARD OF COMMISSIONERS AND KNOX ENERGY COOPERATIVE ASSOCIATION, INC.**

WHEREAS, the Ashtabula County Board of Commissioners has been presented with a Measuring & Regulating Station Easement between the Ashtabula County Board of Commissioners, as Grantor, and Knox Energy Cooperative Association, Inc., as Grantee; and

WHEREAS, the easement pertains to property located in the Township of Kingsville, County of Ashtabula, State of Ohio, being part of Lot 32, Township-13N, Range-2W, with Tax Parcel No. 27-022-00-003-00 and containing approximately 80.12 acres; and

WHEREAS, the easement grants Knox Energy Cooperative Association, Inc. the right to install, maintain, operate, inspect, conduct necessary tests, replace, service, change the size of, connect to, relocate, and remove facilities and appurtenances associated with a Measuring & Regulating Station, including underground pipelines and related facilities, within the designated easement area; and

WHEREAS, the easement area is described as a fifteen (15) foot by fifteen (15) foot area, as further depicted in Exhibit A attached to the easement; and

WHEREAS, the Ashtabula County Board of Commissioners has reviewed the terms and conditions of the Measuring & Regulating Station Easement and finds it appropriate to approve the same; now

THEREFORE, BE IT RESOLVED by the Ashtabula County Board of Commissioners, that the Measuring & Regulating Station Easement between the Ashtabula County Board of Commissioners and Knox Energy Cooperative Association, Inc. is hereby approved.

BE IT FURTHER RESOLVED that the President of the Board, on behalf of the Board of Commissioners of Ashtabula County, is authorized to execute any and all necessary documents.

BE IT FURTHER RESOLVED that this Resolution shall remain in full force and effect until further direction or action by the Ashtabula County Board of Commissioners.

BE IT FURTHER RESOLVED that the Clerk of the Board is hereby directed to certify and maintain a copy of this Resolution and the executed Measuring & Regulating Station Easement in the appropriate County records and to submit the same to the Ashtabula County Recorder for recording.

**ASHTABULA COUNTY COMMISSIONERS**

**CERTIFICATION PAGE**

**Resolution No. 2026-416** **September 29, 2026**

**RESOLUTION APPROVING A MEASURING & REGULATING STATION EASEMENT BETWEEN THE ASHTABULA COUNTY BOARD OF COMMISSIONERS AND KNOX ENERGY COOPERATIVE ASSOCIATION, INC.**

**Upon the motion of Kathryn L. Whittington, seconded by J.P. Ducro IV.**

**VOTE:**

| | |
|---|---|
| **Casey R. Kozlowski** | **Aye** |
| **Kathryn L. Whittington** | **Aye** |
| **J.P. Ducro IV** | **Aye** |

**CERTIFICATE OF CLERK**

IT IS HEREBY CERTIFIED that the foregoing is a true and correct transcript of a resolution acted upon and duly passed by the Board of County Commissioners of Ashtabula County, Ohio, on the date noted above.

Crystal Sturgill

Crystal Sturgill, Clerk of the Board
Board of County Commissioners
Ashtabula County, Ohio

MEASURING & REGULATING STATION EASEMENT

**THIS EASEMENT**, made this 23rd day of September, 2026 and in CONSIDERATION of the sum of one dollar ($1.00) in hand paid, the receipt upon which is hereby acknowledged, I/we, Ashtabula County, its successors heirs and assigns, whose tax mailing address is 25 West Jefferson St., Jefferson, Ohio 44047, hereinafter called "Grantor", hereby grants, conveys, and warrants unto Knox Energy Cooperative Association, Inc., an Ohio Corporation not-for-profit with a notice address of 4100 Holiday St., Suite 201, Canton, Ohio 44718, hereinafter called "Grantee", under the terms and conditions herein, the following:

GRANT CLAUSE. The Grantor hereby grants, conveys, and warrants to Grantee the right whenever to install, maintain, operate, inspect, conduct necessary tests, replace, service, change the size of, connect to, relocate, and remove one or more above ground Measuring and Regulating Station(s), plus underground pipeline(s), including above and below ground appurtenances such as but not limited to, driveways, drips, tanks, valves, pipes, fittings, separators, cleaners, vaults, buildings, fences, line marker identification posts, electrical power lines, communications lines (including line poles, towers, transmitting and receiving devices), etc., necessary thereto the station(s), pig launchers, pig receivers, and/or pipeline(s), for the distribution, production, storage, transmission, transportation, and containment of natural gas and other gaseous products, with the right of ingress and egress to said facilities and appurtenances at all times, on the following described land, being the SUBJECT PROPERTY.

**SUBJECT PROPERTY**

Situated in the Township of Kingsville, County of Ashtabula and State of Ohio and being a part of Lot 32, Township-13N & Range-2W of said Township, and being;

Tax Parcel No.: 27-022-00-003-00
Deed Reference: 904/51
and containing 80.12 acres, more or less (the "Subject Property")

The Easement for Measuring & Regulating Station being granted to Grantee is hereby further described as being a fifteen foot (15') by fifteen foot (15') area as defined and depicted in Exhibit A (the "Easement Area"), attached hereto and made a part hereof.

PAYMENT FOR DAMAGE. The Grantee shall repair, replace, or compensate the Grantor for any harm or damages that the Grantee inflicts upon the Grantor's existing property and/or improvements *[such as but not limited to drain tile, fences, driveways, walks, buildings]* in the process of the Grantee exercising any of its herein declared rights upon the SUBJECT PROPERTY. Excepted from Grantee's liability to repair, replace or compensate the Grantor for damages, is harm that the Grantee might inflict upon the land by maintenance, or harm to the Grantor's improvements classified herein as easement violation(s). The Grantee shall compensate the Grantor for any damages it inflicts upon crops, regardless of whether the crops were damaged by the Grantee in or outside of Enbridge's easement area.

SURRENDER. Grantee shall have the right to surrender and cancel this Easement as to all or any part of the Subject Property by recording surrender or partial surrender of this Easement. Within a reasonable time after the surrender of this Easement, Grantee shall remove facilities from the Subject Property.

SUCCESSORS. This Easement is perpetual and the terms and conditions of this agreement shall extend to and be binding upon heirs, executors, administrators, successors, and assigns.

ENTIRE AGREEMENT. It is mutually agreed that this instrument contains and expresses all the agreements and understandings of the parties in regard to the subject matter hereof, and no implied covenant, agreement or obligation shall be read into this Easement or imposed upon the parties of either of them.

**IN WITNESS WHEREOF**, Grantor(s) hereby acknowledge that they understand and agree to all the contents, terms, conditions, restrictions, and effects of this instrument and grant this *MEASURING AND REGULATING STATION EASEMENT*, by executing this document in Ashtabula County, Ohio, on the 29th day of September, 2026.

**GRANTOR**

Sign _____

Print Casey Kozlowski

Its President

**CORPORATE ACKNOWLEDGMENT**

**STATE OF OHIO** )
)SS
**COUNTY OF ASHTABULA** )

I, Crystal Sturgill, a Notary Public in and for said County and State, do certify that Casey Kozlowski, who signed the writing above, bearing date the 29th day of September, 2026, for Ashtabula County has this day in my said County, before me, acknowledged the said writing to be the act and deed of said corporation.

Given under my hand this 29th day of September, 2026.

_____
Notary Public

My Commission expires: 11-7-28

**IN WITNESS WHEREOF**, Grantee(s) hereby acknowledge that they understand and agree to all the contents, terms, conditions, restrictions, and effects of this instrument and grant this *MEASURING AND REGULATING STATION EASEMENT*, by executing this document in Canton, Ohio, on the _____ day of _____, 2026.

**GRANTEE**

Sign Robt Wentzel

Print Robert Wentzel

Its CCO (Agent)

**CORPORATE ACKNOWLEDGMENT**

**STATE OF OHIO** )
)SS
**COUNTY OF STARK** )

I, James V Fedevich, a Notary Public in and for said County, do certify that Robert Wentzel, who signed the writing above, bearing date the 23 day of September, 2026, for Knox Energy Cooperative Association, Inc., an Ohio Corporation not-for-profit, has this day in my said County, before me, acknowledged the said writing to be the act and deed of said corporation.

Given under my hand this 23 day of September, 2026.

James V Fedevich
Notary Public

My Commission expires: June 16, 2031

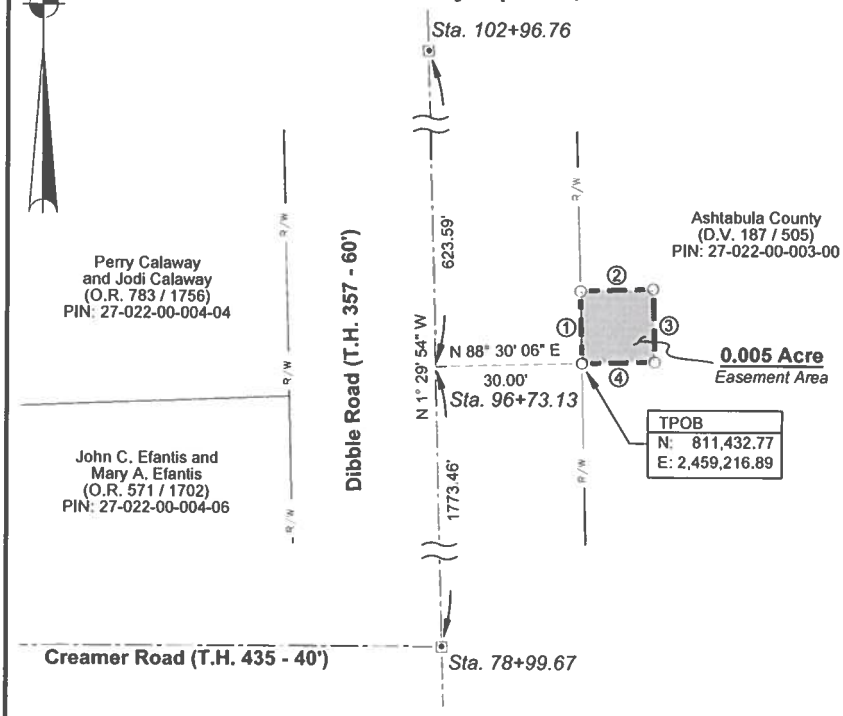
NOTARY PUBLIC STATE OF OHIO

JAMES V FEDEVICH
Notary Public
State of Ohio
My Comm. Expires
June 16, 2031

**This Instrument Was Prepared By:**
Knox Energy Cooperative Association, Inc.
4100 Holiday St., Suite 201
Canton, Ohio 44718

**This Instrument Was Prepared By:**
Knox Energy Cooperative Association, Inc.
4100 Holiday St., Suite 201
Canton, Ohio 44718

# Exhibit "A"
## 0.005 Acres (225 Sq.Ft) Natural Gas Metering Station Easement
## from
## Ashtabula County
## to
## Utility Pipeline, LTD.




**0.005 Acre (225 Sq.Ft.)**
**Natural Gas Metering Station Easement**

Situated in the Township of Kingsville, County of Ashtabula, and State of Ohio:

Being a part of Lot 32, Township 13-N of Range 2-W in Connecticut Western Reserve, and a part of a parcel of land (PIN 27-022-00-003-00) now or formerly owned by Ashtabula County as conveyed in Volume 187, Page 505 of the Ashtabula County records and being more particularly described as follows:

Beginning at a 5/8" iron bar found in a monument box at the intersection of Dibble Road (T.H. 357 - 60') and Creamer Road (T.H. 435 - 40') said point being at Station 78+99.67 of the Dibble Road Road Alignment Record (2000 & 2005);

Thence N 1° 29' 54" W along the centerline of said Dibble Road, a distance of 1773.46 feet to a point at Station 96+73.13;

Thence N 88° 30' 06" E, a distance of 30.00 feet to a 3/4" iron bar set, stamped "Easement Corner" on the east right of way line of said Dibble Road, said point being the **TRUE PLACE OF BEGINNING (N: 811,432.77 - E: 2,459,216.89);**

1. Thence **N 1° 29' 54" W**, along the east line of said Dibble Road, a distance of **15.00 feet** to a 3/4" iron bar set, stamped "Easement Corner",
2. Thence **N 88° 30' 06" E**, a distance of **15.00** feet to a 3/4" iron bar set, stamped "Easement Corner";
3. Thence **S 1° 29' 54" E**, a distance of **15.00** feet to a 3/4" iron bar set , stamped "Easement Corner";
4. Thence **S 88° 30' 06" W**, a distance of **15.00 feet** to the **TRUE PLACE OF BEGINNING** and containing **0.005 acres** (225 Sq. Ft.) of land, more or less, by a survey performed under the direction of Bodo Surveying by Joseph D. Milano II, Ohio Registered Surveyor Number S-8457, but subject to all legal highways and any easements, restrictions or reservations of record.

The Basis of Bearing for this survey was based on Grid North (Ohio State Plane Coordinate System, North Zone, NAD 83 (2011)) as determined from GPS observations made in August 2026 by Bodo Surveying.

ASHTABULA COUNTY
DESCRIPTION APPROVED FOR CONVEYANCE
EASEMENT
DATE: 10-1-26
BY: TM
ENGINEER

Digitally signed by Joseph Milano
Date: 2026.09.08 17:28:20-04'00'

Joseph D. Milano II, P.S. 8457

0 10 20 30 60
Scale in Feet
1" = 30'


BODO SURVEYING
*Professional Surveyors*
5175 Tongo Rd NW BodoSurveying.com
Carrollton, Ohio 44615 (330) 863-2300


Date: September 8, 2026 JOB No. 26261

**Signature Page**

**AGREEMENT TITLE: MEASURING & REGULATING STATION EASEMENT**

**APPROVED as to Legal Form Only.**

**Approved by:** _____

April R. Grabman
Ashtabula County Prosecutor

**Dated:** 9/22/26

Reviewed by Earl F. Stoll, Assistant Prosecutor ES