RE-75-3 Pipeline License Agreement

Rev. 07/2020

ODOT Agreement No.:

**LICENSE AGREEMENT**

This License Agreement is entered into by and between, the State of Ohio, Ohio Department of Transportation (hereinafter referred to as “ODOT”), 1980 W. Broad Street, Columbus, Ohio 43223, and \*\*\*insert name and address of the company making the request to install a pipeline\*\*\* (hereinafter referred to as “User”).

**WHEREAS**, pursuant to Section 5501.01(A) of the Ohio Revised Code, “transportation facilities” means, in pertinent part, all publicly owned modes and means of transporting people and goods, including highways, rights-of-way, roads and bridges; and,

**WHEREAS**, in accordance with Section 5515.01(F) of the Ohio Revised Code, ODOT may require payment of money consideration for granting a license for a transportation facility under the control of ODOT; and,

**WHEREAS**, ODOT owns transportation facilities which include right-of-way, with and without limited access, upon which is constructed public highways and other properties incidental to the operation and maintenance of the roadway system, including property described in Exhibit A (plat) and Exhibit B (legal description) attached hereto and incorporated herein \*\*\*attach Exhibits A and B\*\*\*, (hereinafter referred to as the “Property”); and,

**WHEREAS**, User is a \*\*\*Insert organizational structure; i.e., llc, corporation, etc.\*\*\* organized for the purpose of \*\*\*insert storing, transporting.and product type to fit the circumstances\*\*\*; and,

**WHEREAS**, since the oil and gas extraction business activities in Ohio are expanding and the need for oil and gas transportation and processing is increasing, User wishes to construct a pipeline crossing the Property; and,

**WHEREAS**, ODOT is willing to grant User a non-exclusive license to install a pipeline across the Property to the extent that such use does not interfere with the ODOT’s safe and efficient use of the Property for transportation purposes, now or in the future,

**NOW THEREFORE**, in consideration of the mutual covenants and agreements hereinafter set forth, ODOT hereby grants this license to User, under the following terms and conditions:

RECITALS: The foregoing recitals are hereby incorporated as a material part of this Agreement.

§1. **DEFINITIONS:** “Commencement Date” means the date of last person signing this Agreement. In addition, user shall provide written notice five (5) days prior to the commencement of construction to ODOT, see Section 20 Notice provision.

§2. **USE:** Subject to the approval of the Federal Highway Administration (FHWA), as necessary, ODOT hereby grants to User a license to enter upon the Property for the purpose of installing, operating, maintaining, replacing, and repairing a pipeline and for no other purpose. This License is non-exclusive and revocable in accordance with the terms and conditions of this Agreement and vests no interest in any real property held by ODOT for highway purposes. \*\*\*if applicable, insert sentence: Permit No.\*\*\* attached hereto as Exhibit C, and any subsequesnt revisions and/or extensions issued by ODOT District \*\*\*insert District Number\*\*\* is and shall be incorporated herein as if fully rewritten.\*\*\*

§3. **DESCRIPTION:** User may install a pipeline at the location indicated on, and in accordance with, the survey approved by ODOT and attached as Exhibit D, and in no other area of the Property. The installation and use is limited to the plans approved by ODOT and any applicable permit. ODOT reserves the right to verify that the proper location has been utilized during and after installation. If the proper location is disputed, the matter will be brought to the attention of the Director of Transportation and the Director’s determination will be final. If relocation or removal is required, User will do so within ninety (90) days of notification from the Director and at its own expense.

§4. **WAIVER:** User expressly waives any right to reimbursement for the cost of relocation of the pipeline under any applicable section of the Ohio Revised Code.

§5. **TERM:** Subject to any termination provisions contained herein, the first term of the License shall be for a period of (10) years beginning on the commencement date. If User complies with all the terms and conditions of this License Agreement, the parties may enter into three (3) successive renewals, each term not to exceed 10 years, upon the same terms and conditions set forth herein, except as to the consideration, number of renewals and any modifications necessitated by a change in state or federal laws, rules and/or regulations. The renewal terms will automatically commence, unless User sends a written notice of its intent not to renew to ODOT by certified mail, return receipt requested at least 180 days before the expiration of the then current term.

§6. **CONSIDERATION:**

6.1. **Consideration**. User agrees to pay the sum of \*\*\*Insert Fair Market Rent Amount\*\*\* Dollars and No Cents ($\*\*\*Insert FMR Amount in Numerals\*\*\*.00) for this License for the first year, payable within thirty (30) days of the Commencement Date.

6.2. **POST-COMMENCEMENT YEARS**. Beginning with the commencement date of the License term, the consideration shall increase 2% from the previous year’s consideration and shall every year thereafter increase by 2% for the remainder of the term with a review and possible escalator adjustment at every term renewal.

6.3. **Payment**. The first year’s consideration shall be due and payable within thirty (30) days of the Commencement Date. All post-commencement year’s consideration shall be due and payable on the anniversary of the Commencement Date. The first payment and all subsequent annual payments shall be made payable to “TREASURER, STATE OF OHIO” and mailed to the Ohio Department of Transportation, see Notice Provision Section 20.

6.4. **Review at Renewal**. At the first renewal and for each successive renewal thereafter, the parties shall review the consideration paid for this License and adjust the amount to reflect changes in fair market value.

§7. **USER’S ENVIRONMENTAL REPRESENTATIONS, WARRANTIES, AND**

 **COVENANTS:**

7.1. ODOT recognizes User shall be transporting oil, gas and their constituents through the pipeline and agrees to allow User to do so subject to the following representations, warranties and covenants. In accordance with this recognition, User represents, warrants, and covenants that in exercising its rights hereunder that (1) the Property will not be used for any dangerous, noxious, or offensive purpose and that it will not cause or maintain a nuisance there, (2) it will not generate, treat, store, use or dispose of Hazardous Substances (as hereinafter defined) at the Property, (3) it shall at all times comply with all Environmental Laws (as hereinafter defined) and, relative to User’s use thereof, shall cause the Property to comply, and (4) User will keep the Property free of any lien imposed pursuant to any Environmental Laws and arising due to User’s activities or facilities.

7.2. Notwithstanding anything herein to the contrary, State and User agree that User shall be fully and exclusively responsible for and pay any and all damage and repair to the land or underground water table or system, any diminution thereof, and/or contamination or pollution on the Premises as a result of User’s activities. User shall assume all responsibility for, including control, repair, removal and remediation of any such diminution, contamination or pollution, and shall protect and defend State against all claims, demands, and causes of action of every kind and character arising directly or indirectly from damage to the land, underground water table or system, any diminution thereof, or from contamination or pollution which originates below, within, on or above the surface of the land or water from spills of any substance, including but not limited to fuels, lubricants, motor oils, natural water-base drilling, fluids and attendant cuttings, pipe dope, paints, solvents, ballast, bilge and garbage, hazardous substance or any other material in the possession and control of User and directly or indirectly associated with the activities of User.

7.3. In the event a third party commits an act or omission that results in contamination, pollution, or water diminution and such third party is performing work for or on behalf of User, the responsibility therefore shall be considered as between State and User to be the same as if the work were performed by User.

7.4. For the purpose of this agreement, “Hazardous Substance” means asbestos and any asbestos containing material and any substance that is then defined or listed in, or otherwise classified pursuant to, any Environmental Laws or any applicable laws or regulations as a “hazardous substance,” “hazardous material,” “hazardous waste,” “infectious waste,” “toxic substance,” “toxic pollutant,” or any other formulation intended to define, list, or classify a substance by reason of reproductive toxicity, or Toxicity Characteristic Leaching Procedure (TCLP) toxicity, (2) any petroleum and drilling fluids, produced waters and other waters associated with the exploration, development or production of crude oil, natural gas, or geothermal resources and (3) petroleum products, polychlorinated biphenyls, urea formaldehyde, radon gas, radioactive material (including any source, special nuclear or by-product material) and medical waste.

7.5. For the purpose of this agreement, “Environmental Laws” collectively means and includes all present and future laws and any amendments (whether common law, statute, rule, order, regulation or otherwise), permit and other requirements or guidelines of governmental authorities applicable to the Property and related to the environment and environmental conditions or to any Hazardous Substance including, without limitation, Comprehensive Environmental Resource Compensation Liability Act, 42 U.S.C. § 9601, et seq.; the Resource Conservation and Recovery Act of 1976, 42 U.S.C. § 6901, et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. §1801, et seq.; the Federal Water Pollution Control Act, 33 U.S.C. § 1251, et seq.; Clean Air Act, 42 U.S.C. §7401, et seq.; the Toxic Substance Control Act, 15 U.S.C., § 2601 et seq., the Safe Drinking Water Act, 42 U.S.C., §300f et seq., the Emergency Planning and Community Right-to-Know Act, 42 U.S.C. §11001, et seq., the Endangered Species Act, 16 U.S.C. §1531, et seq. and any so-called “Super Fund” or “Super Line” law, and any law requiring the filing of reports and notices relating to hazardous substances, environmental laws administered by the Environmental Protection Agency, and any similar state and local laws and regulations, all amendments thereto and all regulations, orders, decisions, and decrees now or hereafter promulgated thereunder concerning the environment, industrial hygiene, or public health or safety.

§8. **PERFORMANCE BY USER:**

8.1. **AT INSTALLATION:**

8.1.1. User shall install the pipeline within the Property and clear of any other underground installation by open cut construction, horizontal drilling or boring methods, except under highways, and in full conformance with any other specifications detailed in any applicable Permit attached hereto as Exhibit C. User shall install the pipeline under highways and other surface obstructions using horizontal drilling or boring methods. All installation shall be in accordance with Exhibits A, B, C and D.

8.1.2. If applicable, and upon ODOT approval, User shall install fence openings for points of access and install temporary gates with locks to protect the Property, right-of-way, construction area, and its materials and equipment.

8.1.3. As applicable, and at all times, User shall comply with all the requirements of the Ohio Manual on Uniform Traffic Control Devices and ODOT’s Utility Manual.

8.2. **DURING INSTALLATION:**

8.2.1. During installation, User may only access ODOT property from intersecting roads and/or private property, and shall not access Property from the main traveled way or ramps of \*\*\*Insert Limited Access Highway Details, as necessary\*\*\*, Modify this clause to fit the specific circumstances.

8.2.2. This license does not grant the User permission to access private property. Proper authority must be obtained by User to access private property.

8.2.3. During installation, User shall store materials and may park those vehicles which cannot be easily moved (e.g., boring and construction equipment) on the perimeter of the Property; otherwise, User shall store materials and park vehicles outside the Property. \*\*\*Insert description of where it is permissible to store materials on/off the property.\*\*\* User shall use portable concrete barriers whenever materials or equipment are located within 30 feet of the main traveled way or ramps of \*\*\*Insert Highway Description, as necessary\*\*\*. Modify this clause to fit the specific circumstances.

8.2.4. ODOT will inspect the construction work for compliance with permit requirements during installation.

8.2.5. User may remove foliage including trees within the Property where necessary for installation, as depicted on the plans at Exhibits A, B and D. User shall re-establish foliage that poses no threat to the pipeline, wherever possible in a manner consistent with future maintenance and inspection of the pipeline. Before removal, ODOT may require the User to perform an environmental survey of the foliage and trees to insure there is not any destruction of protected species’ critical habitat, in conformance with the Endangered Species Act, 16 U.S.C. §1531, et seq. and other existing state and federal environmental rules and laws.

8.2.6. User shall not install any sales or lateral taps within the Property.

8.2.7 Any above ground components of the pipeline installation must be marked according to ODOT’s Utility Manual and that marking must be maintained during the term of the installation in order to protect it from right of way maintenance activity.

8.3. **AFTER INSTALLATION:**

8.3.1. Upon completion of installation ODOT will review and approve the work for compliance with this Agreement and permit requirements. User will provide ODOT with a complete set of “as built” plans and specifications within 180 days of the completion of construction.

8.3.2. Upon agreement with ODOT or within sixty (60) days after installation and at its own expense, User shall repair any damage to underground drainage or other installations and restore all disturbed fencing, drainage, and right-of-way to a condition which is equal to or better than that which originally existed.

8.3.3. User shall seed, per Manual of Construction and Materials Specifications Current Edition (Item 659), any disturbed areas; excess material shall be removed from the Property.

8.3.4. User shall keep its pipeline and equipment in good order and repair during the term of this License Agreement. User may access the Property for future routine pipeline maintenance only after seeking the approval and issuance of a permit from ODOT, District  \*\*\*Insert District Number\*\*\*. Access shall only be from points other than the main traveled way or ramps of \*\*\*Insert Limited Access Highway Details, as necessary\*\*\*. In an emergency, User shall notify ODOT’s District \*\*\*Insert District Number\*\*\* personnel upon completion of the emergency work.

8.3.5 User shall not install any signs, displays or other advertising devices, except pipeline and aerial markers, block valves, communication equipment and cathodic protection equipment reasonably necessary to comply with federal and state regulations.

8.3.6. User may remove vegetation within 25 feet of the pipeline in a manner approved by ODOT.

§9. **USE:** User shall not use the Property for any purpose inconsistent with any local, state, or federal law or regulation, and shall be liable for any and all damages consequent upon such violation, provided that such damages shall be determined by a court of competent jurisdiction. This License Agreement is non-exclusive as to the areas used by User and does not confer upon User the right to exclusive use of the overall Property. ODOT may, from time to time, make similar arrangements with others, provided their activities do not interfere with User’s activities. User is not relieved of its obligation of satisfying any claim or demand of the owner of lands abutting on the Property on account of placing the pipeline on the Property.

§10. **OPERATION, MAINTENANCE, AND REPAIR:** At all times and at its sole expense, User shall be responsible for the operation and maintenance of its pipeline and other equipment. If the pipeline is to be maintained by a private contractor other than User, the User shall provide advance notice of the name of the contractor and its representative to ODOT. User accepts full responsibility for all Users’ personal property, including the pipeline and other equipment, brought onto the Property even though loss or damage may result from the negligence of ODOT or its employees. User agrees to reimburse the State of Ohio for any and all damage to the Property that results from User’s operation, maintenance, repair, or removal of the pipeline or other equipment. User may, upon reasonable notice to ODOT and at User’s own cost, repair, replace, or remove its pipeline or other equipment or any portion thereof, subject to ODOT approval. Any such work shall be in accordance with the terms and conditions as required by ODOT and shall be accomplished by contractors or other persons approved by ODOT.

§11. **ACCESS:** ODOT may have access to the Property at all times and for any purpose as ODOT deems necessary and to determine whether User is complying with the terms of the License Agreement. ODOT shall provide to User access to the Property at all times, provided User accesses the Property only from points other than the main traveled way or ramps of \*\*\*Insert Limited Access Highway Details, as necessary\*\*\* and only after providing ODOT with forty-eight (48) hours advance notice of its intent to enter \*\*\*Insert Limited Access Highway Details, as necessary\*\*\*, except in an emergency. Notice of access shall be provided to the following ODOT designee:

Ohio Department of Transportation,

District \*\*\*Insert District Number\*\*\*

Attention: Permit Section





§12. **ASSIGNMENT:** User shall not assign this License Agreement without the express written consent of the Director of the Ohio Department of Transportation.

§13. **TAXES AND ASSESSMENT:**

13.01. User shall be responsible for the payment of all real estate taxes and assessments during the License term. State shall forward tax bills and/or assessments received from the County Treasurer to User, and User shall pay the County directly such tax bill or assessments when due and payable. User shall provide proof of payment to State within 30 calendar days of payment.

13.02. User shall pay all Ad Valorem, Commercial Activity or similar taxes or assessments on the oil, gas, condensate and/or liquid hydrocarbons produced under this License that are assessed by any federal, state or local entity or governmental unit attributable to, or resulting from the assessment of the oil, gas, condensate and/or liquid hydro-carbons from the Premises regardless of the percentage of royalty paid to State. User shall, in addition, pay any and all severance taxes or other excise taxes arising out of or relating to this License.

§14. **SUBCONTRACTORS:** Notwithstanding the foregoing, no permitted subcontracting shall relieve User of its responsibility and liability for any work performed by its subcontractor. Except as prohibited by law, User shall include as flow-down provisions in all of its subcontracts for any approved subcontractors, provisions substantially similar to the provisions of the License so that all authorized subcontractors shall be bound to the obligations of User hereunder. User shall indemnify, defend and hold harmless State from any and all losses and threatened losses arising from or in connection with any claims by User’s subcontractors.

§15. **INDEPENDENT CONTRACTORS:** In making and performing under this License, the parties are acting and shall act as independent contractors and not that of master and servant or partnership. Neither party is, nor will be deemed to be, an agent, legal representative, joint venture, or partner of the other party for any purpose. Neither party shall have any authority to act for or to bind the other party in any respect, nor shall either party hold itself out as having such authority. Each party agrees to assume complete responsibility for its own employees with regard to federal or state employer’s liability, worker’s compensation, social security, unemployment insurance, Occupational Safety and Health Administration requirements, and all other applicable federal, state and local laws, ordinances, regulations and rules

§16. **REVOCATION; TERMINATION; ABANDONMENT:** This License Agreement may be revoked or terminated by ODOT at will with one-year advance notice. User may terminate the Agreement with thirty (30) days advance written notice to ODOT and will remain responsible for all liabilities resulting from its activities. In the event of either termination or revocation, User shall remove all personal property, structures, and fixtures constructed or placed on the Property by User, and restore the Property affected by User’s use to a condition satisfactory to ODOT at User’s expense. User shall cap and fill pipe under highways pursuant to federal and state law. If revoked or terminated, User shall have no claim against ODOT for the value of any unexpired term of this License Agreement, or for any cost related to the removals referred to in this paragraph. All personal property and related equipment placed by User in or under the Property shall remain the property of User. In removing its property, User shall promptly repair any damage to the Property.

16.01. If User has not commenced construction of a pipeline within twenty-four (24) months following the date this License is signed by ODOT, this License shall be deemed abandoned. Once construction has commenced (construction being defined as excavation of a trench or boring for the installation of the pipeline), if no natural gas has been transported through that pipeline for any period of twenty-four (24) months, then this License shall be deemed abandoned. If ODOT believes that the License has been abandoned, it shall provide written notice thereof to User through the designated contact person maintained by User under this License, said notice to be sent by certified mail. Unless User has responded within thirty (30) calendar days after such notice has been sent, providing evidence to counter the facts as presented by ODOT regarding abandonment, then ODOT may proceed to record an affidavit providing notice of abandonment and termination of this License with the recorder’s office of the county where the License is located. User hereby agrees that such notice shall constitute abandonment and termination of this License.

§17. **EXPIRATION:** Upon expiration of this License Agreement, all of its property shall be removed at User’s expense within 3 months, unless otherwise agreed. User shall cap and fill pipe under highways pursuant to federal and state law. User shall discontinue use of the Property on the last day of the term of the License Agreement and ODOT is hereby authorized by User to take any steps required or consistent with terminating User’s use thereof as of said date.

§18. **INSURANCE:** During the term of this License, User shall, at its sole cost and expense, carry and maintain for the mutual benefit of itself and the State and anyone claiming by, through or under the State insurance coverage as follows:

18.1. User shall maintain commercial general liability (CGL), and if necessary, commercial umbrella liability insurance with a limit not less than $3,000,000.00 per occurrence covering liability arising from the premises, operations, independent contractors, products-completed operations, personal injury, advertising injury, and liability assumed under an insured contract. The aggregate limit in the Commercial General Liability policy, if any, shall be at least twice the amount of the per occurrence limit. The Commercial General Liability Policy shall have an endorsement adding coverage for sudden and accidental pollution and for underground resources damage, including any surface or groundwater contamination. The User agrees to add the State as an insured under the Commercial General Liability Policy, and if necessary, commercial umbrella liability insurance. The User’s insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to the State. There shall be no endorsements or modifications of the CGL policy to make it excess over other available insurance. Alternatively, if the CGL policy states that it is excess or pro rata, the User agrees to have the policy endorsed as primary with respect to the State, as an insured. There shall be no modification or endorsements of the CGL policy limiting the scope of coverage for liability arising from oil, gas, condensate and/or liquid hydrocarbons producing operations. User waives all rights against the State and its agents, officers, directors, and employees for recovery of damages to the extent the damages are covered by the commercial general liability or commercial umbrella liability insurance maintained pursuant to this section.

18.2. Prior to exercising any rights conferred by this License, User shall furnish the State with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above. User shall provide 45 days written notice to State prior to the cancellation of any insurance referred to herein, except for ten days written notice of cancellation for non-payment of premium. Failure of State to demand such certificate or other evidence of full compliance with the insurance requirements or failure of State to identify a deficiency from evidence that is provided shall not be construed as a waiver of User’s obligation to maintain such insurance. User’s failure to maintain the required insurance may result in termination of the License at State’s option. All insuring companies shall have and maintain at least an A- (Excellent) rating from A.M. Best. State reserves the right to approve or reject all levels of self-insured retention, captive insurance programs, or other alternative risk financing User may use to comply with any insurance requirement. By requiring insurance herein, State does not represent that the coverage’s and limits will necessarily be adequate to protect User and such coverage’s and limits shall not be deemed as a limitation on User’s liability under the indemnities granted to the State in this License.

18.3. Not less than forty-five (45) days prior to the expiration date of such policy of insurance, User shall provide State with evidence satisfactory to State of the renewal of such policy of insurance.

18.4. User shall provide ODOT with a certificate of insurance for all required coverage within thirty (30) days of the signing of this Agreement.

§19. **LIABILITY:** User shall indemnify and save and hold harmless the State of Ohio and its employees, officials and agents for and against any and all damages, liability, loss, claims, demands, actions, or causes of action of any nature or character arising out of or by reason of the execution or performance of the rights, duties, and obligations of User under this License Agreement, including but not limited to, the discovery, presence, disposal, release or cleanup of any contaminants, hazardous substances or pollutants, environmental conditions, or oil and gas products or their constituents released from the pipeline into the Property or adjoining property, located in, on, over, under, from or affecting the property subject to this license or the soil, water, vegetation buildings, or personal property injury or property damage related or caused by such contaminants, hazardous substances or pollutants, environmental conditions, or oil and gas products or their constituents. Upon ODOT’s reasoned determination that oil and gas products or their constituents might have been released from the pipeline due to User’s operations or if required by a federal agency for any reason, ODOT may require that User perform within a reasonable period of time an environmental survey and/or audit certifying that the property subject to this License Agreement has not been contaminated by oil and gas products or their constituents due to User’s operations, and to furnish a report containing the survey or audit findings to ODOT. This indemnity shall apply only to the conditions existing after the Commencement Date and not to pre-existing conditions.

§20. **NOTICES:** Unless otherwise specified herein, all notices required under this Agreement shall be made to the following designees:

Ohio Dept. of Transportation

District \*\*\*Insert District Number\*\*\* Office





ATTN: Real Estate Administrator



\*\*\*Insert User Company’s name\*\*\*,

\*\*\*mailing address\*\*\*

\*\*\*contact person with title\*\*\*

\*\*\*and phone number\*\*\*

§21. **DRUG-FREE WORKPLACE:** User agrees to comply with all applicable state and federal laws regarding drug-free workplace. User shall make a good faith effort to ensure that all of User’s employees, while working on state property, will not purchase, transfer, use, or possess illegal drugs or alcohol or abuse prescription drugs in any way.

§22. **ETHICS:** User, by its signature on this document, certifies that User: (A) has reviewed and understands the Ohio ethics and conflict of interest laws as found in Ohio Revised Code Chapter 102 and in Ohio Revised Code Sections 2921.42 and 2921.43, and (B) will take no action inconsistent with those laws. User acknowledges that failure to comply with Ohio’s ethics and conflict of interest laws is, in itself, grounds for termination of this License Agreement and may result in the loss of other contracts, leases, licenses or grants with the State of Ohio.

§23. **SUBSEQUENT LEGISLATION, REGULATIONS AND PROCEDURES:** It is the intent of the parties that this License comport with state and federal laws, rules and regulations. It is foreseeable that additional legislation pertaining to the licensing of ODOT right of way and ODOT transportation facilities or to pipeline operation or maintenance or to insurance requirements may be passed after the date of this Agreement, or that ODOT may adopt regulations, or additional procedures pertaining to licensing in general. Should any of these events, or any combination of them occur, to the extent that they do not alter the material terms of this agreement or conflict with any federal regulations or federal requirements applicable to the Licensee, all of the relevant statutory provisions, regulations, or procedures, including subsequent amendments thereto, will become part of this Agreement so that this Agreement conforms with state and federal laws, rules and regulations. This clause does not waive any ex post facto right or argument of the parties. If any of these events or any combination of these events occurs, any language or terms now in this Agreement inconsistent with the relevant new statues, regulations, or procedures will be void immediately upon the effective date of such statute, regulation or procedure.

§24. **RECORDATION:** User shall file for record an original of this License Agreement in the county in which the pipeline is or will be located within two business days of the date on which this License is last signed by one of the parties. User shall pay and be responsible for any and all recording fees. User shall provide State with a copy of the recorded License, with all relevant recording data (e.g., date recorded, index, volume and page numbers) clearly legible, within five days of the date on which the recorded License Agreement is returned by the county recorder to User.

§25. **MODIFICATIONS:** This License Agreement constitutes the entire agreement between the parties. Either party may, at any time during the term of this Agreement, request amendments or modifications. Requests for amendments or modifications shall be in writing and shall specify the requested changes and the justification for such changes. Should the parties consent to modification of the Agreement, then an amendment shall be drawn, approved, and executed in the same manner as the original Agreement.

§26. **GOVERNING LAW:** This Agreement and any claims arising out of this Agreement shall be governed by the laws of the State of Ohio. Any provision of this Agreement prohibited by the law of Ohio shall be deemed void and of no effect. Any litigation arising out of or relating in any way to this Agreement or the performance thereunder shall be brought only in the courts of Ohio, and the User hereby irrevocably consents to such jurisdiction. To the extent that the State is a party to any litigation arising out of or relating in any way to this Agreement or the performance thereunder, such an action shall be brought only in a court of competent jurisdiction in Franklin County, Ohio.

§27. **REPRESENTATIVES/AGENTS:** Where this License Agreement refers to either ODOT or the User, those terms shall include their agents, employees, or authorized representatives.

§28. **NONDISCRIMINATION:**

28.1.No person on the grounds of race, color, national origin, sex, age, disability, low-income status or limited English proficiency shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of the above described property.

28.2. In the construction of any improvements on, over, or under the above described property and the furnishing of services thereon, no person on the grounds of race, color, national origin, sex, age, disability, low-income status or limited English proficiency shall be excluded from the participation in, be denied the benefits of, or be otherwise subjected to discrimination.

28.3. The above described property shall be used in a manner that at all times is in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. DOT, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the U.S. DOT – Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

28.4. In the event that this instrument grants a lease, license, or permit and any of the above nondiscrimination covenants is breached, then the State of Ohio, Department of Transportation, shall have the unfettered right to terminate the lease, license or permit and to re-enter and repossess the above-described property and hold the same as if said lease, license or permit had never been made or issued.

28.5 In the event that this instrument grants a lease, fee or easement interest, all of the foregoing nondiscrimination covenants shall be and are covenants running with the land.

§29. **BINDING EFFECT:** This license and all its terms, conditions and stipulations shall extend to and be binding on all heirs, successors, administrators, executors and assigns of ODOT and User.

§30. **SEVERABILITY:** If any provision of this License or application of any provision shall be held by a court of competent jurisdiction to be contrary to law, the remaining provisions shall remain in full force and effect.

**IN WITNESS WHEREOF**, this License Agreement has been executed by the parties hereto as of the dates written hereon.

  \*\*\*Company Name\*\*\*

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

  \*\*\*Name\*\*\*

  \*\*\*Title\*\*\*

 Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20 \_\_\_

State Of OHIO

 ss:

County Of Choose an item.

 Be It Remembered, that on the \_\_\_\_\_\_\_\_day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_, before me the subscriber, a Notary Public in and for said state and county, personally appeared \*\*\*Name\*\*\* who acknowledged being the \*\*\*Title\*\*\* and duly authorized agent of \*\*\*Company Name\*\*\* and who acknowledged the foregoing instrument to be the voluntary act and deed of said entity. No oath or affirmation was administered to \*\*\*Name\*\*\* with regard to the notarial act.

 In Testimony Whereof, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 NOTARY PUBLIC

 My Commission expires: \_\_\_\_\_\_\_\_\_

 STATE OF OHIO

 DEPARTMENT OF TRANSPORTATION

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Jack Marchbanks, PH.D., Director

 By:  \*\*\*Name and Title\*\*\*

 Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20 \_\_\_

State Of Ohio

 ss:

County Of Franklin

 Be It Remembered, that on the \_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_, before me the subscriber, a Notary Public in and for said state and county, personally appeared \*\*\*Name and Title\*\*\*, who acknowledged being the duly authorized representative of State of Ohio, Department of Transportation, and who acknowledged the foregoing instrument to be the voluntary act and deed of State of Ohio, Department of Transportation. No oath or affirmation was administered to \*\*\*Name and Title\*\*\* with regard to the notarial act.

In Testimony Whereof, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 NOTARY PUBLIC

 My Commission expires: \_\_\_\_\_\_\_\_\_\_\_\_\_

This form RE 75-3 was updated to conform to new notarial language requirements as per Revised Code 147.542.