

RESOLUTION NO. 30-18
CITY OF CENTERVILLE, OHIO

SPONSORED BY COUNCILMEMBER John Falcher ON THE 21st
DAY OF May, 2018.

A RESOLUTION AUTHORIZING THE CITY MANAGER TO GRANT AN EASEMENT, ON BEHALF OF THE CITY OF CENTERVILLE, TO THE VECTREN ENERGY DELIVERY OF OHIO, INC. (VEDO) FOR THE INSTALLATION AND MAINTENANCE OF UNDERGROUND GAS LINES IN ORDER TO PROVIDE GAS SERVICE TO BETHANY LUTHERAN SERVICES (GRACEWORKS).

WHEREAS, it is necessary for the City of Centerville to grant to Vectren Energy Delivery of Ohio, Inc., (VEDO) a right of way and easement in order to install and maintain gas lines to service Bethany Lutheran Services (Graceworks); and

WHEREAS, to accomplish this grant, VEDO is requesting a 5 foot wide easement on property situated in the City of Centerville, Montgomery County, State of Ohio and owned by the City of Centerville; said property being a tract of land containing 98.859 acres, more or less, situated in part of Section 26, Town 2, Range 6 MRS by deed recorded in DMF#88-270 C05 and being a part of the premises described in Lease Agreement with Graceworks, the leasee and the Bank of New York Mellon Trust Company, as Master Trustee,

NOW THEREFORE, THE MUNICIPALITY OF CENTERVILLE HEREBY RESOLVES:

Section 1. That the City Manager is hereby authorized to do all things necessary to execute a grant of easement to VEDO as set forth in the attached Exhibit "A" in order that services may be provided in accordance with the easement along the Graceworks Lutheran Services property, as set forth in the legal description and map attached to Exhibit "A".

Section 2. That this Resolution shall take effect at the earliest date allowed by law.

PASSED THIS 21st day of May, 2018.



Mayor of the City of
Centerville, Ohio

ATTEST:



Clerk of Council
City of Centerville, Ohio

CERTIFICATE

The undersigned, Clerk of Council of the City of Centerville, Ohio, hereby certifies the foregoing to be a true and correct copy of Resolution No. 30-18, passed by the Council of the City of Centerville, Ohio on the 21st day of May, 2018.



Clerk of the Council

Approved as to form, consistency
with existing ordinances, the
charter & constitutional provisions
Department of Law
Scott A. Liberman
Municipal Attorney

**VECTREN ENERGY DELIVERY OF OHIO, INC.
GRANT OF EASEMENT**

KNOW ALL MEN BY THESE PRESENTS

THAT City of Centerville, Grantor(s), for valuable consideration provided by Vectren Energy Delivery of Ohio, Inc., an Ohio corporation, 4285 N. James McGee Blvd., Dayton, Ohio 45427 (hereinafter called "Grantee"), do(es) hereby grant, unto the Grantee, and its successors and assigns forever, a right of way and easement for any and all purposes for which natural, artificial and/or liquefied petroleum gas, and/or any other liquefied or gaseous substance is now or may hereafter be used, and also, to construct, reconstruct, erect, add to, operate, maintain, use, remove, replace either underground or above, all appurtenant valves, anodes, pipeline(s), drips, regulators, pits, and all other necessary and incidental appurtenances contained in, over, upon, under and through, subject to the conditions hereinafter on the following premises, viz:

Situate in Section 26, Town 2, Range 6 M.Rs., City of Centerville, Montgomery County, Ohio, and being 2 5.00 feet wide easements upon a 98.859 acre tract conveyed to the City of Centerville, Ohio, by deed recorded in DMF #88-270C05 of the deed records of said county, the centerlines of said easement being more particularly described and shown on Exhibit "A" and Exhibit "B" attached hereto and made a part hereof.

Parcel ID: 068 01618 0001, 068 01618 0002, 068 01618 0003, 068 01618 0004,
068 01618 0005, and 068 01618 0006

The Grantee, its successors and assigns, its agents, contractors and employees will have the right of ingress and egress over the right of way and the adjoining premises of The Grantor for all purposes previously stated, together with the right to trim, cut, and remove or otherwise control trees, roots, undergrowth or overhanging branches or other obstructions both within and without the limits of the right of way and easement which according to The Grantee's standards and its opinion may interfere with the construction, maintenance, use or successful operation of the gas pipeline facilities.

No buildings or other structures shall be erected within the limits of the said right of way and easement by The Grantor(s). No excavating or filling shall be done or be permitted by The Grantor within the right of way and easement that would either (A) reduce or add to the distance between The Grantee's facilities and the land surface without The Grantee's prior written

consent and which consent will not be unreasonably withheld, (B) impair The Grantee's ability to maintain the facilities or (C) create a hazard.

Grantor may use the easement strip for purposes which are not inconsistent with the safe operation of Grantee's facilities (including Grantee's access thereto) and which will not interfere with the rights and privileges granted to Grantee by the Gas Line Easement. In the event Grantor needs to use the easement area for a conflicting purpose in the future, Grantee agrees to relocate its facilities at Grantee's sole expense within a reasonable period of time to design and construct the relocated facilities after written notification from Grantor of its request for the relocation. In the event of said request, Grantor agrees it will grant a similar easement to Grantee for the new location of the Grantee's facilities at no cost to Grantee prior to said relocation.

The Grantee, its successors and assigns, shall reimburse The Grantor(s) for any damage or loss to growing crops and other property damages that may be caused by The Grantee, its agents, contractors or employees in construction, repair or removal of said gas pipeline facilities.

The Grantor(s) covenant with The Grantee, that they is/are the true and lawful owners of the property herein described and have full power and authority to grant this right of way and easement.

The grant of right of way and easement shall run with the land and be binding on and inure to the benefit of the parties, their heirs, successors, and assigns.

As used herein, words in plural number include words in the singular number.

DATED this 27th day of April, 2018.

City of Centerville

Signature

Signature

Print Name

Print Name

Title

Title

STATE OF OHIO, COUNTY OF _____, SS:

Personally appeared before me this day _____, by _____, its _____, and by _____, its _____, who acknowledged the execution of the above instrument to be their voluntary act and deed for and on behalf of said entity.

Notary Public

(typed or printed name) _____

My commission expires: _____

This Instrument Prepared By Alissa Rudolph
Vectren Energy Delivery of Ohio, Inc.
6500 Clio Road, Centerville, Ohio 45459
Project No. 17046903041256
City of Centerville.ge

Joinder by Lessee and Master Trustee

Graceworks Lutheran Services, an Ohio non-profit corporation, ("Graceworks") as Lessee pursuant to a lease from Grantor and The Bank of New York Mellon Trust Company, N.A., as Master Trustee (the "Master Trustee") pursuant to a Master Trust Indenture with Graceworks, and as mortgagee pursuant to an Open-End Leasehold Mortgage, Security Agreement and Financing Statement, as amended (the "Mortgage"), hereby join in the Grant of Easement and expressly consent to the terms thereof. The Master Trustee joins in the granting of the easement based upon the Officer's Certificate received by it dated as of April 27th, 2018 by the Treasurer and Authorized Representative of Graceworks, which includes the certification that the easement does not impair the priority of the Mortgage.

Graceworks Lutheran Services

The Bank of New York Mellon Trust Company, N.A., as Master Trustee

Michael W. Allen

Signature
Michael W. Allen

Signature

Print Name
Treasurer

Print Name

Title

Title

STATE OF OHIO, COUNTY OF

, SS:

Personally appeared before me this day Graceworks Lutheran Services, by Michael W. Allen, its Treasurer, who acknowledged the execution of the above instrument to be their voluntary act and deed for and on behalf of said entity.

Sandra J. Combs
Notary Public



SANDRA J. COMBS
NOTARY PUBLIC
STATE OF OHIO (typed or printed name) _____
Recorded in
Montgomery County My commission expires: _____
My Comm. Exp. 4/29/19

STATE OF OHIO, COUNTY OF _____, SS:

Personally appeared before me this day _____, by _____, its _____, who acknowledged the execution of the above instrument to be their voluntary act and deed for and on behalf of said entity.

Notary Public

(typed or printed name) _____

My commission expires: _____

Officer's Certificate of Graceworks Lutheran Services
With Respect to Grant of Easement

This certificate is issued in connection with the granting of an easement by the City of Centerville (the "City") to Vectren Energy Delivery of Ohio, Inc. (the "Easement"), a copy of which is attached hereto, on real estate leased by the City, as issuer and lessor, to Graceworks Lutheran Services, as lessee, ("Graceworks") pursuant to an Amended and Restated Lease dated as of May 1, 2017 (the "Lease") and subject to a Leasehold Mortgage originally made as of August 1, 2007 and amended May 23, 2017 (the "Mortgage") from Graceworks to The Bank of New York Mellon Trust Company, N.A., ("BONY") as Master Trustee (in such capacity, the "Master Trustee") pursuant to a Master Trust Indenture between Graceworks and BONY dated as of August 1, 2007, as supplemented, (the "Master Trust Indenture"). BONY also serves as Bond Trustee pursuant to a Bond Indenture between the City and BONY dated as of May 1, 2017 (BONY, in such capacity, the "Bond Trustee"). The Bond Trustee has certain rights and responsibilities pursuant to the Lease relating to easements. Graceworks, by its duly authorized Treasurer and Authorized Representative, hereby delivers this Officer's Certificate and certifies to the City, the Master Trustee and the Bond Trustee as follows:

A. Pursuant to section 10.3 of the Lease, Graceworks certifies to the City and the Bond Trustee that:


1. The undersigned is an Authorized Representative as defined in the Lease;
2. The Easement will not interfere with the proper and efficient use and operation of the Leased Premises as Hospital Facilities, as such terms are defined in the Lease;
3. The Easement will not destroy means of ingress or egress from the Leased Premises as defined in the Lease; and

B. Pursuant to the Master Trust Indenture, particularly section 3.05(b)(vii) thereof, and to induce the Master Trustee to join in a grant of Easement as contemplated by section 7.2 of the Mortgage, Graceworks hereby certifies to the Master Trustee that:

1. The Easement constitutes a Permitted Lien, as described in Section 3.05(b)(vii) of the Master Trust Indenture because the Easement does not materially impair the use of such Property as defined in the Master Trust Indenture in any manner; and
2. The granting of the Easement does not affect the priority of the Mortgage.

Dated the 27th day of April, 2018.

Graceworks Lutheran Services

By: 
Michael W. Allen
Its: Treasurer and Authorized Representative



Judge Engineering Company

Professional Engineers and Surveyors • Consultants

EXHIBIT A

Vectren Easement

City of Centerville, Montgomery County, Ohio
068 01618 0001, 2, 3, 4, 5, 6

Situate in Section 26, Town 2, Range 6 M.Rs., City of Centerville, Montgomery County, Ohio, and being 3 5.00 feet wide easements upon a 98.859 acre tract conveyed to the City of Centerville, Ohio, by deed recorded in DMF #88-270C05 of the deed records of said county; the centerlines of said easements being more particularly described as follows;

Easement No.1

Starting at the northeast corner of said City of Centerville, Ohio tract.

thence with the north line of said tract the following 2 courses;

1. S 84° 31' 18" W, a distance of 607.34 feet to a point;
2. S 87° 40' 18" W, a distance of 526.87 feet to a point;

thence leaving said north line S 02° 19' 42" E, a distance of 57.20 feet to a point and the true point of beginning of the herein described centerline;

thence from said true point of beginning N 87° 18' 02" E, a distance of 275.43 feet to a point (passing Point "A" at 30.00 feet);

thence N 88° 08' 39" E, a distance of 115.01 feet (passing Point "B" at 54.00 feet) to a point of curvature;

thence southeasterly on a curve to the right having a radius of 160.00 feet and an arc distance of 234.25 feet (said curve having a chord bearing S 49° 54' 52" E, a distance of 213.88 feet) to a point and the terminus of the herein described centerline said easement containing 1746 square feet, more or less.

Easement No. 2

Beginning at aforementioned point "A";

Thence from said point of beginning S 01° 45' 16" E, a distance of 110.00 feet to a point and the terminus of the herein described easement containing 550 square feet, more or less.

Easement No. 3

Beginning at aforementioned Point "B";

thence from said point of beginning the following 7 courses;

1. S 01° 51' 21" E a distance of 79.83 feet to a point;
2. S 19° 39' 48" E a distance of 114.62 feet to a point;

3. S 10° 07' 57" E a distance of 42.37 feet to a point;
4. S 01° 05' 37" W a distance of 58.91 feet to a point;
5. southwesterly on a curve to the right having a radius of 25.00 feet and an arc distance of 26.56 feet (said curve having a chord bearing S 31° 31' 36" W a distance of 25.33 feet) to a point;
6. S 61° 57' 35" W a distance of 34.39 feet to a point;
7. S 79° 05' 29" W a distance of 105.03 feet to a point and the terminus of the herein described centerline said easement containing 2309 square feet, more or less.




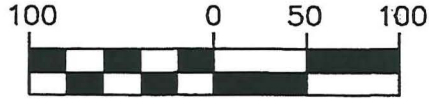

Raymond B. Mefford,
Professional Surveyor No. 7367

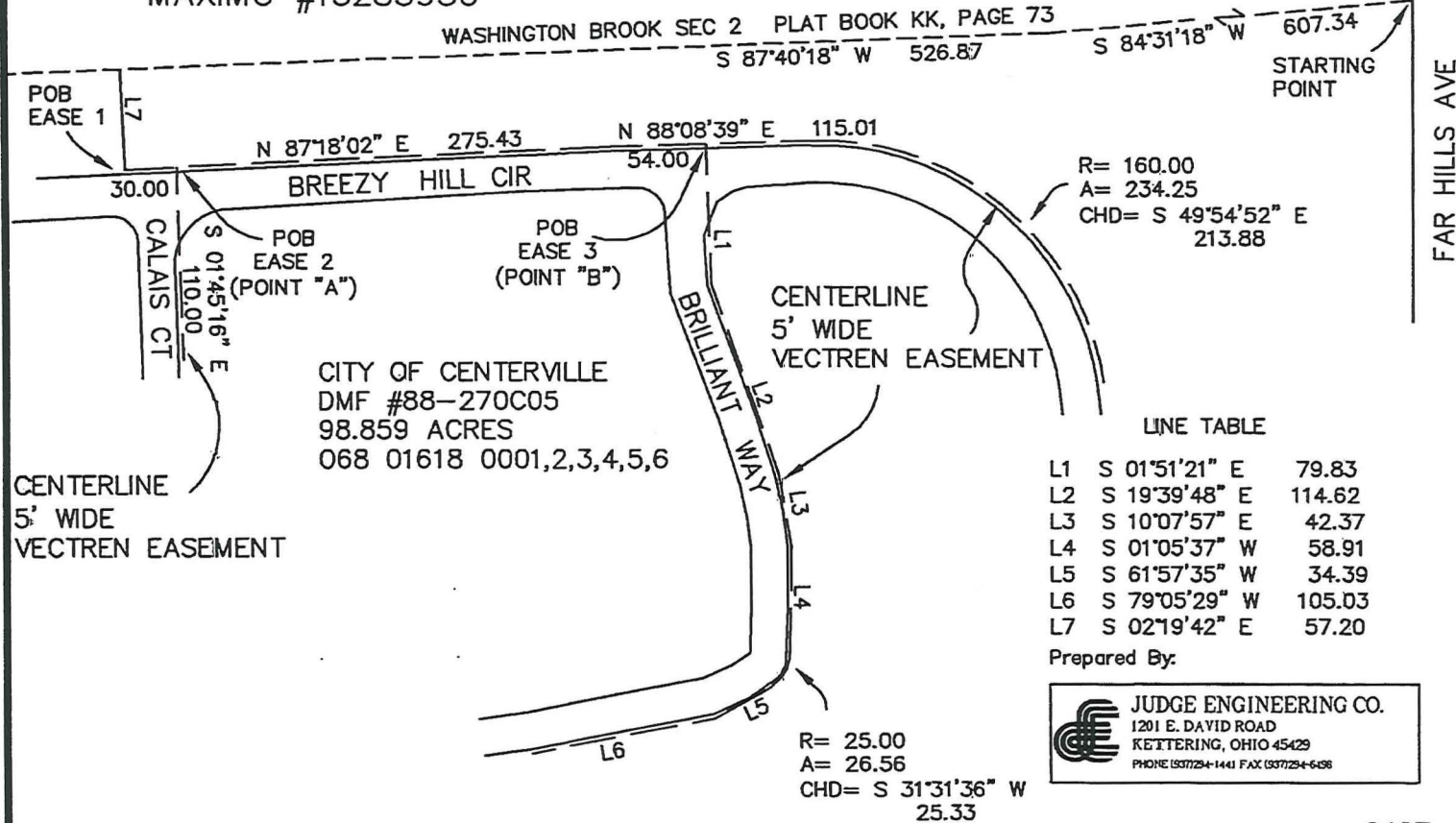
EXHIBIT B

VECTREN EASEMENT
 CITY OF CENTERVILLE
 MONTGOMERY COUNTY, OHIO
 ORACLE #17046903041256
 MAXIMO #15285930

GRAPHIC SCALE



1 inch = 100 ft.



LINE TABLE

L1	S 01°51'21" E	79.83
L2	S 19°39'48" E	114.62
L3	S 10°07'57" E	42.37
L4	S 01°05'37" W	58.91
L5	S 61°57'35" W	34.39
L6	S 79°05'29" W	105.03
L7	S 02°19'42" E	57.20

Prepared By:

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