

RESOLUTION NO. 34-17
CITY OF CENTERVILLE, OHIO

SPONSORED BY COUNCILMEMBER Bill Sore ON THE
19th DAY OF June, 2017.

A RESOLUTION AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH VECTREN ENERGY DELIVERY OF OHIO INC. REGARDING PROPERTIES LOCATED AT 9955 AND 9973 YANKEE STREET AND GRANTING AN EASEMENT FOR WATER AND SEWER LINES ACROSS CITY PROPERTY IN EXCHANGE FOR IMPROVEMENTS AND MAINTENANCE OF THE DRIVEWAYS AND RELATED PURPOSES.

WHEREAS, the City owns property located at 9955 Yankee Street that abuts property owned by Vectren Energy Delivery of Ohio ("VEDO") at 9973 Yankee Street; and

WHEREAS, VEDO has requested easements for the installation of water and sewer lines along an existing access easement on City property to serve a new building on the VEDO property; and

WHEREAS, the easement is set forth in Exhibit "A" and incorporated herein; and

WHEREAS, the City is willing to grant said easements for said utility lines in cooperation with VEDO under the conditions set forth in the Driveway Maintenance Agreement, marked Exhibit "B" attached hereto and made a part hereof.

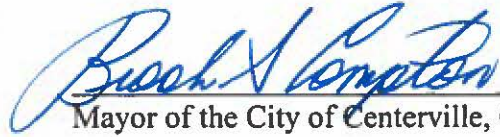
NOW, THEREFORE, THE MUNICIPALITY OF CENTERVILLE HEREBY RESOLVES:

SECTION 1. That the City Manager is hereby authorized and directed to enter into said Driveway Maintenance Agreement in accordance with the terms and conditions of said Agreement, a copy of which is attached hereto as Exhibit "B".

SECTION 2. The City of Centerville hereby agrees to grant a water and sanitary sewer easement for the land more fully described in the Exhibit "C" to the Attached Exhibit "A" and the City Manager is authorized to execute the easement and take all necessary actions to effectuate this grant of easement to VEDO pursuant to the terms of the Easement.


SECTION 3. That this resolution shall be effective immediately upon passage.

PASSED this 19th day of June, 2017.



Mayor of the City of Centerville, Ohio

ATTEST:



Clerk of the Council of the
City of Centerville, Ohio

CERTIFICATE

The undersigned, Clerk of the Council of the City of Centerville, Ohio, hereby certifies that the foregoing is a true and correct copy of Resolution Number 34-17, passed by the Council of the City of Centerville, Ohio, on the 19th day of June, 2017.



Clerk of Council

Approved as to form, consistency
with Ordinances, the Charter and
Constitutional Provisions.

Department of Law
Scott A. Liberman
Municipal Attorney

EXHIBIT "A"

EASEMENT DEED

KNOW ALL MEN BY THESE PRESENTS that City of Centerville, Montgomery County, Ohio, the Grantor, for and in consideration of the sum of one dollar, (\$1.00) and for other good and valuable consideration to Grantors paid by the Board of County Commissioners of Montgomery County, Ohio, the Grantee, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell, convey and release to the said Grantee, its successors and assigns forever, a perpetual easement and right of way in, upon, over and under the property hereinafter described for the purpose of the construction, maintenance, removal, repair, replacement, or tap-in of a sanitary sewer, storm water sewer or water main.

The rights herein granted to the Grantee include, without limitation as to the generality thereof, the right of the Grantee or its agents, employees, contractors, or assigns to enter upon the said right of way at this time or at any time in the future, with all necessary men, vehicles, and equipment to construct, maintain, tap into, remove, replace, or repair a sanitary sewer, storm water sewer, or water main along the lines or within the easement areas hereinafter described and the Grantors and the heirs, successors and assigns of Grantors shall have no further right to compensation.

The Grantors shall have the full right to use the land within the said right of way and easement for any purpose consistent with the rights herein granted to the Grantee, its successors and assigns provided, however, that no tree shall be planted and no buildings or other structures shall be erected within the limits of said right of way and easement by the Grantors or any other party claiming title or possession under or through said Grantors. Grantors agrees the Grantee has the right to cut, trim and remove any trees, overhanging branches, or any other obstruction within the limits of the herein described permanent easement, which may endanger the continued safety, or interfere with the construction, operation or maintenance of utilities within the easement. The limits of said right of way and easement being bounded and described at Exhibit "A" and shown on the drawing at Exhibit "B", attached hereto and incorporated herein.

Prior Deed Reference: M.F. #01-0408 D10 of the Deed Records of Montgomery County, Ohio.

To have and to hold said easement and right of way unto the Grantee, its successors and assigns forever.

EASEMENT DEED

IN WITNESS WHEREOF, the said Grantors have hereunto set their hands this _____ day of _____, 2017.

**City of Centerville,
Montgomery County, Ohio**

By: _____

Its: _____

(signature)

Executed before me on the ____ day of _____, 2017, by _____, City of Centerville, Montgomery County, Ohio, Grantor, who, under penalty of perjury in violation of Section 2921.11 of the Revised Code, represented to me to be said persons, and acknowledged the signing hereof to be their voluntary act and deed.

NOTARY PUBLIC

My Commission expires:

MONTH / DAY / YEAR

THIS INSTRUMENT PREPARED BY:
JOHNATHAN KETTER
Assistant Montgomery County Prosecuting Attorney
301 W. Third Street,
P.O. Box 972
Dayton, Ohio 45422

EXHIBIT "B"

DRIVEWAY MAINTENANCE AGREEMENT

The City of Centerville, an Ohio municipal corporation, (the "City"), 100 W. Spring Valley Road, Centerville, Ohio 45458 and Vectren Energy Delivery of Ohio, an Ohio corporation, (VEDO), 1 Vectren Square, Evansville, Ohio 47708 desiring to share in the cost of maintaining a driveway on a property located at 9955 Yankee Street, Centerville, Ohio 45458 as more particularly described below, agree to the following:

1. Recitals

Whereas, the City owns real property at 9955 Yankee Street (Auditor Parcel ID # O68 01927 0001) that abuts real property owned by VEDO at 9973 Yankee Street (Auditor Parcel ID # O67 03605 0079), more fully described in Exhibits "A" and "B" attached hereto, and

Whereas, vehicular access to VEDO's property is provided by easement along an existing driveway located on the City's property pursuant to an ingress and egress easement as recorded in Deed #2015-00017836 of the Montgomery County, Ohio records, and

Whereas, VEDO plans to construct new facilities on its property which necessitates the extension of new public water and sanitary sewer lines across City's property, and

Whereas, the City is willing to grant easements for said utility lines in cooperation with VEDO under the conditions set forth in this agreement; and

Now therefore, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

2. Maintenance and Construction

A. In recognition of City granting necessary water and sanitary sewer easements to facilitate VEDO's project, VEDO agrees to pave the existing gravel driveway that runs north/south and connects to the existing east/west driveway that extends to Yankee Street.

B. VEDO shall be responsible for the maintenance of the newly paved north/south driveway connector and the existing paved east/west driveway from the point where the two drives meet to the Yankee Street public right-of-way, as shown on the attached Exhibit "C". Maintenance shall include snow removal, pothole patching, resealing, and repaving when deemed reasonably necessary by City in accordance with applicable zoning and property maintenance regulations.

3. Miscellaneous

A. This Agreement shall run with the land and shall burden and inure and be binding on and to the benefit of the parties hereto and their respective successors, heirs, and assigns.

B. Should any term in this Agreement be declared void, invalid, illegal, or unenforceable for any reason by the adjudication of any court or other tribunal having jurisdiction, such judgment shall in no way affect the other provisions hereof which are hereby declared to be several and which shall remain in full force and effect.

C. VEDO agrees to defend and indemnify the City, it's officers, employees, successors and assigns and otherwise hold the City harmless from and against any and all claims, losses and damages, including reasonable attorney's fees incurred by reason of any claim for personal injuries or property damage arising from the use of the driveways by VEDO, its contractors, invitees, successors and assigns.

Executed this ____ day of _____, 2017.

For the City of Centerville:

Signature

Signature

Print Name

Print Name

Title

Title

STATE OF OHIO, COUNTY OF MONTGOMERY, SS:

Personally appeared before me this _____ day of _____, 2017,

_____, its _____,
and

_____, 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

Printed Name

My commission expires: _____

For Vectren Energy Delivery of Ohio, Inc.

Signature

Signature

Print Name

Print Name

Title

Title

STATE OF OHIO, COUNTY OF _____, SS:

Personally appeared before me this _____ day of _____, 2017,

_____, its _____,
and

_____, 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

Printed Name

My commission expires: _____

EXHIBIT "C"



Legal Description
30' Utility Easement
City of Centerville
March 2, 2017
Page 1 of 1

CIVIL ENGINEERING 969 Congress Park Drive
SURVEYING Centerville, Ohio 45459
LAND PLANNING www.ReinkeGroup.com
LANDSCAPE ARCHITECTURE 937.434.4810 phone
937.434.3878 fax

**Legal Description of
30' Utility Easement
City of Centerville Ohio**

Situate in the City of Centerville, County of Montgomery and the State of Ohio, and being part of Section 4, Town 2, Range 5 M.R.S. and part of a 24.4361 Acre Tract in the name of the City of Centerville as recorded in Deed M.F. #01-0408 D10 of the Deed Records of Montgomery County, and being a 30 foot utility easement, said easement being further described as follows;

BEGINNING at the northeast corner of a 4.806 Acre Tract in the name of Vectren Energy Delivery of Ohio, as described in Deed I.R. #15-027836 of said County Deed Records;

Thence crossing said 24.4361 Acre Tract, North 81°16'51" East, a distance of 96.93 feet to a point in the west right of way line of Yankee Street;

Thence with the west right of way line of said Yankee Street, South 02°12'57" West, a distance of 30.55 feet to a point;

Thence crossing said 24.4361 Acre Tract, along the following two courses:

- 1) South 81°16'51" West, a distance of 82.45 feet to a point;
- 2) North 64°40'58" West, a distance of 13.40 feet to a point in the east line of said 4.806 Acre Tract;

Thence with the east line of said 4.806 Acre Tract, North 02°34'10" West, a distance of 22.63 feet to the POINT of BEGINNING;

This described easement contains 0.0648 Acres, being subject to all legal highways, easements and restrictions of record or otherwise.

This above description is based on a field survey performed by The Reinke Group Inc., 969 Congress Park Drive Centerville Ohio, 45459, Phone #937-434-4810, under the direct supervision of Louis J. Hanser P.S., Ohio Registration No. 7843 in December, 2016.



The Reinke Group, Inc.

By:  3/2/17
Louis J. Hanser P.S.
Ohio Reg. #7843

L1
N 64°40'56" W
13.40'

L2
N 02°34'10" W
22.63'

MAP TO ACCOMPANY LEGAL DESCRIPTION
OF 30' WIDE UTILITY EASEMENT
ON THE CITY OF CENTERVILLE PROPERTY
DEED M.F. #01-0408D10
SECTION 4, TOWN 2, RANGE 5 M.Rs.
WASHINGTON TOWNSHIP, OHIO
CONTAINING: 0.0648 Ac.
MARCH 2, 2017

Ex. 25' Ingress/Egress
Easement
S.R. 2000, Pg. 297

City of Centerville
M.F. #01-0408D10
24.4361 Ac.

POINT OF
BEGINNING

S 64°40'55" E 299.40'

N 81°16'51" E 96.93'

S 02°12'57" W 30.55'

Vectren Energy Delivery of Ohio
I.R. Deed #15-027838
4.806 Ac.



City of Centerville
M.F. #01-0408D10
24.4361 Ac.

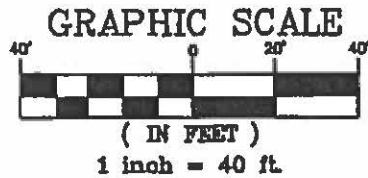
S 02°34'10" E

273.77'

YANKEE STREET

Ex. R/W

Ex. R/W



THE REINKE GROUP, INC.


LOUIS J. HANSER
OHIO SURVEYOR NO. 7843

3/2/17



**REINKE
GROUP**

Engineering / Surveying / Land Planning
Landscape Architecture / GPS Surveying

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