

RESOLUTION NO. 55-16  
CITY OF CENTERVILLE, OHIO

SPONSORED BY COUNCILMEMBER John Beale ON THE 15<sup>th</sup>  
DAY OF AUGUST 2016.

A RESOLUTION GRANTING A PIPELINE RIGHT OF WAY EASEMENT TO VECTREN ENERGY DELIVERY OF OHIO, INC, FOR THE INGRESS AND EGRESS OVER THE CITY OF CENTERVILLE RIGHT OF WAY ACROSS THE CORRIDOR KNOWN AS THE IRON HORSE TRAIL.

WHEREAS, Vectren Energy Delivery of Ohio, Inc.(hereinafter referred to as "Vectren") intends to install new gas main in private easements along a project corridor which includes the City of Centerville's (hereinafter referred to as the "City") Right of Way; and

WHEREAS, an easement from the City to Vectren across the Iron Horse Trail in the rear of address 5264 Applecreek Drive. is necessary for the installation, maintenance and repair of the gas main; and

WHEREAS, the City proposes to grant to Vectren a permanent easement for a portion of land upon property set forth in more fully described in Exhibit "A", attached and incorporated herein, for said purpose.

NOW, THEREFORE, THE MUNICIPALITY OF CENTERVILLE HEREBY RESOLVES:

Section 1. The City of Centerville hereby agrees to grant a permanent easement for a portion of the right of way for the ingress and egress over the right of way across the Iron Horse Trail the rear of address 5264 Applecreek Drive, said land being more particularly described in Exhibit "A" attached hereto and made a part hereof.

Section 2. The City Manager is hereby authorized to execute the easement attached as Exhibit "A" and take all necessary actions to effectuate this grant of easement to Vectren.

Section 3. This Resolution shall become effective at the earliest date allowed by law.

PASSED this 15<sup>th</sup> day of August, 2016.

  
\_\_\_\_\_  
Mayor of the City of Centerville, Ohio

ATTEST:

Carin R. Andrews

Clerk of Council, 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 55-16, passed by the Council of the City of Centerville, Ohio, on the 15<sup>th</sup> day of August, 2016.

Carin R. Andrews

Clerk of Council

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

Department of Law  
Scott A. Liberman  
Municipal Attorney



## Judge Engineering Company

Professional Engineers and Surveyors • Consultants

### EXHIBIT A

Description of 0.015 Acre Easement  
City of Centerville, Montgomery County, Ohio  
O68 00610 0014

Situate Section 21, Town 2, Range 6 M.Rs., City of Centerville, Montgomery County, Ohio, and being a 0.015 acre easement upon a 3.187 acre tract of land conveyed to the City of Centerville, Ohio, as recorded in Deed MF # 96-183D03 of the deed records of said county, said easement being more particularly described as follows;

Starting at the southwest corner of said 3.187 acre tract, thence with the west line of said tract the following 2 courses;

1. N 04° 59' 54" E a distance of 60.00 feet to a point;
2. N 05° 03' 20" E a distance of 1108.81 feet to the true point of beginning of the herein described tract;

thence from said true point of beginning N 05° 03' 20" E with said north line a distance of 10.00 feet to a point;

thence S 84° 56' 40" E a distance of 66.00 feet to a point on the east line of the aforementioned 3.187 acre tract;

thence S 05° 03' 20" W with said east line a distance of 10.00 feet to a point;

thence N 84° 56' 40" W a distance of 66.00 feet to the true point of beginning and terminus of the herein described easement containing 0.015 acres more or less.



*Raymond B. Mefford*  
Raymond B. Mefford  
Registered Surveyor No. 7367

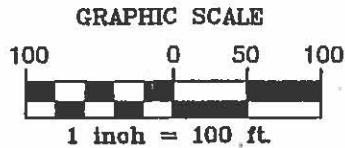
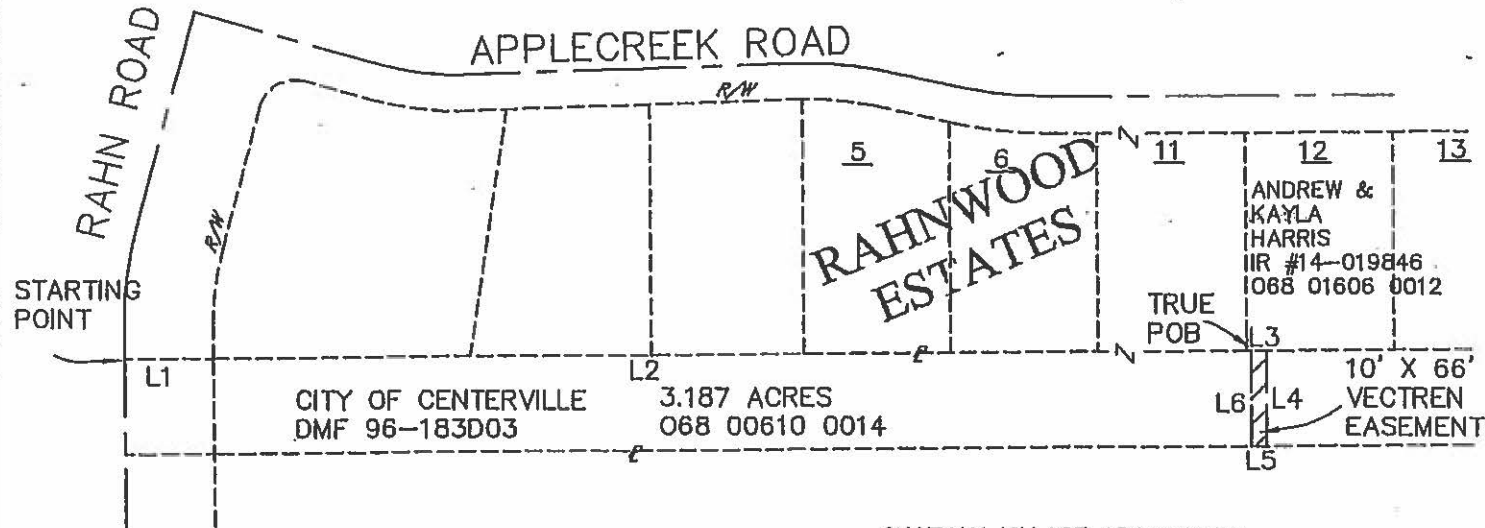


EXHIBIT B

0.015 ACRE EASEMENT  
 CITY OF CENTERVILLE  
 MONTGOMERY COUNTY, OHIO  
 MAXIMO #11971842  
 ORACLE #046931001



CITY OF CENTERVILLE  
 DMF 96-183D03

3.187 ACRES  
 068 00610 0014

ANDREW &  
 KAYLA  
 HARRIS  
 IIR #14-019846  
 068 01606 0012

CHATHAM VILLAGE APARTMENTS  
 DMF 85-714D011  
 N64 03903 0001

LINE TABLE

L1	N 04°59'54"	E	60.00'
L2	N 05°03'20"	E	1108.81'
L3	N 05°03'20"	E	10.00'
L4	S 84°56'40"	E	66.00'
L5	S 05°03'20"	W	10.00'
L6	N 84°56'40"	W	66.00'

Prepared By:

JUDGE ENGINEERING CO.  
 1201 E. DAVID ROAD  
 KETTERING, OHIO 45429  
 PHONE 937-233-6111 FAX 937-233-6100

**VECTREN ENERGY DELIVERY OF OHIO, INC.  
GRANT FOR PIPELINE RIGHT OF WAY AND 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 Section 21, Town 2, Range 6 M.Rs., City of Centerville, Montgomery County, Ohio, and being a 0.015 acre easement upon a 3.187 acre tract of land conveyed to the City of Centerville, Ohio, as recorded in Deed MF # 96-183D03 of the deed records of said county, said easement being more particularly described and shown on Exhibit "A" and Exhibit "B" attached hereto and made a part hereof.

Parcel ID: O68 01605 0002

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 \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

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. 046931001  
City of Centerville.ge