

RESOLUTION NO. 04-15  
CITY OF CENTERVILLE, OHIO

SPONSORED BY COUNCILMEMBER Paul Graham ON THE  
25<sup>th</sup> DAY OF JANUARY 2015.

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 ALONG THE NORTH PROPERTY LINE OF 43 W. FRANKLIN STREET.

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 along the north property line of 43 W. Franklin Street 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 along the north property line of 43 W. Franklin Street, 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 26<sup>th</sup> day of January, 2015.

*Charles M. Kuper*

Mayor of the City of Centerville, Ohio

ATTEST:

*Debra A. James*

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 04-15, passed by the Council of the City of Centerville, Ohio, on the 26<sup>th</sup> day of January, 2015.

*Debra A. James*

Clerk of Council

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

Department of Law  
Scott A. Liberman  
Municipal Attorney

**VECTREN ENERGY DELIVERY OF OHIO, INC.  
GRANT FOR PIPELINE RIGHT OF WAY AND EASEMENT**

**KNOW ALL MEN BY THESE PRESENTS**

THAT                     City of Centerville, Ohio                      
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 25, Town 2, Range 6 M.Rs., City of Centerville, Montgomery County, Ohio, and being a 0.013 acre easement upon a tract conveyed to the City of Centerville, Ohio, and recorded in I.R.# Deed 2005-011937 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 No. O68 00103 0111

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, Ohio

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

STATE OF OHIO, COUNTY OF MONTGOMERY, SS:

Personally appeared before me this day \_\_\_\_\_ City of Centerville, Ohio \_\_\_\_\_

, 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 Clys Road, Centerville, Ohio 45459  
Project No. 2028VGENSP  
Centerville.II.ge



## Judge Engineering Company

Professional Engineers and Surveyors • Consultants

### Description of 0.013 Acre Easement City of Centerville, Montgomery County, Ohio

Situate Section 25, Town 2, Range 6 M.Rs., City of Centerville, Montgomery County, Ohio, and being an easement upon a tract conveyed to the City of Centerville, Ohio, and recorded in I.R.# Deed 2005-011937 of the deed records of said county, said easement being more particularly described as follows;

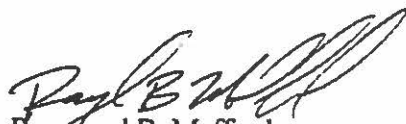
Beginning at the northwest corner of said City of Centerville tract;

thence from said point of beginning N 85° 01' 07" E with the north line of said tract a distance of 52.52 feet to the northeast corner of said tract;

thence S 01° 11' 46" W with the east line of said tract a distance of 10.06 feet to a point;

thence S 85° 01' 07" W a distance of 52.52 feet to a point on the west line of said tract;

thence N 01° 11' 46" E with said west line a distance of 10.06 feet to the point of beginning and terminus of the herein described easement containing 0.013 acres more or less.

  
Raymond B. Mefford  
Registered Surveyor No. 7367

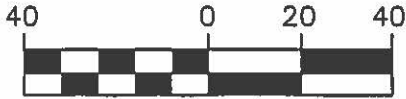


1201 East David Road • Kettering, Ohio 45429 • (937) 294-1441 • FAX (937) 294-6498  
E-Mail: [judge@judgeengr.com](mailto:judge@judgeengr.com) • Web Site <http://www.judgeengr.com>

9003-City



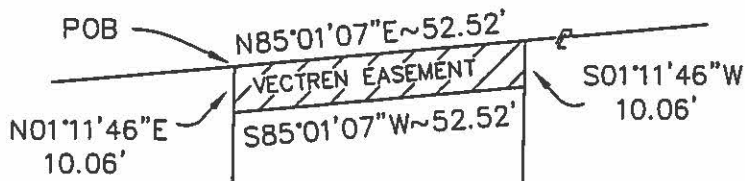
GRAPHIC SCALE



1 inch = 40 ft.

EXHIBIT B  
0.013 ACRE EASEMENT  
CITY OF CENTERVILLE  
MONTGOMERY COUNTY, OHIO  
MAXIMO #10945813  
ORACLE #2028VGPENSP

MICHAEL W. & CYNTHIA SUE  
MAJUSICK  
IR DEED#03-004408  
ACRES 0.67



DAVID T. BEYERLE  
IR DEED#10-003146  
ACRES 0.1969  
PID 068 00103 0049

CITY OF CENTERVILLE, OHIO  
IR DEED#05-011937  
ACRES 0.1802  
PID 068 00103 0111

VFC PROPERTIES 10 LLC  
IR DEED#13-021436  
ACRES 0.2089  
PID 068 00103 0004

R/W  
W FRANKLIN STREET



JUDGE ENGINEERING CO.  
1201 E. DAVID ROAD  
KETTERING, OHIO 45429  
PHONE (937)294-1441 FAX (937)294-6498