

RESOLUTION NO. 06-15
CITY OF CENTERVILLE, OHIO

SPONSORED BY COUNCILMEMBER Paul Gheslam ON THE
26th 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 AND WEST PROPERTY LINES OF 11 N. MAIN STREET (TOWN HALL/PANERA LOT).

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 and west property lines of 11 N. Main Street (Town Hall/Panera lot) 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 and west property lines of 11 N. Main Street (Town Hall/Panera lot), 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 26th day of January, 2015.

C. Mark Kerpner
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 06-15, passed by the Council of the City of Centerville, Ohio, on the 26th 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

EXHIBIT "A"

**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 0.070 acre easement upon Lot 2, Centerville Benjamin Robbins Plat, Section 1, as recorded in Plat Book 201, Page 6 of the plat records of said county and conveyed to the City of Centerville, Ohio, and recorded in I.R.# Deed 2005-021361 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 0109

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 Cloy Road, Centerville, Ohio 45459
Project No. 2028VGENSP
Centerville.l.ge



Judge Engineering Company

Professional Engineers and Surveyors • Consultants

Description of 0.070 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 a 0.070 acre easement upon Lot 2, Centerville Benjamin Robbins Plat, Section 1, as recorded in Plat Book 201, Page 6 of the plat records of said county and conveyed to the City of Centerville, Ohio, and recorded in I.R.# Deed 2005-021361 of the deed records of said county, said easement being more particularly described as follows;

Beginning at the northwest corner of said Lot 2;

thence from said point of beginning N 85° 01' 07" E with the north line of said Lot 2 a distance of 39.95 feet to a point;

thence continuing with said north line N 85° 07' 25" E a distance of 13.61 feet to a point;

thence N 89° 34' 29" E a distance of 160.13 feet to a point on the west line of Main Street (State Route 48);

thence S 01° 11' 46" W with said west line a distance of 10.00 feet to a point;

thence S 89° 34' 29" W a distance of 149.48 feet to a point;

thence S 02° 40' 32" E a distance of 91.38 feet to a point on the south line of aforementioned Lot 2;

thence N 89° 33' 04" W with said south line a distance of 10.01 feet to a point;


thence N 02° 40' 32" W a distance of 91.25 feet to a point;

thence S 85° 01' 07" W a distance of 54.21 feet to a point on the west line aforementioned Lot 2;

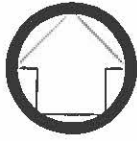
1201 East David Road • Kettering, Ohio 45429 • (937) 294-1441 • FAX (937) 294-6498
E-Mail: judge@judgeengr.com • Web Site <http://www.judgeengr.com>

9003-City 1

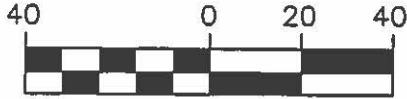
thence N 01° 11' 46" E with said west line a distance of 10.06 feet to the point of beginning and terminus of the herein described easement containing 0.070 acres more or less.


Raymond B. Mefford
Registered Surveyor No. 7367





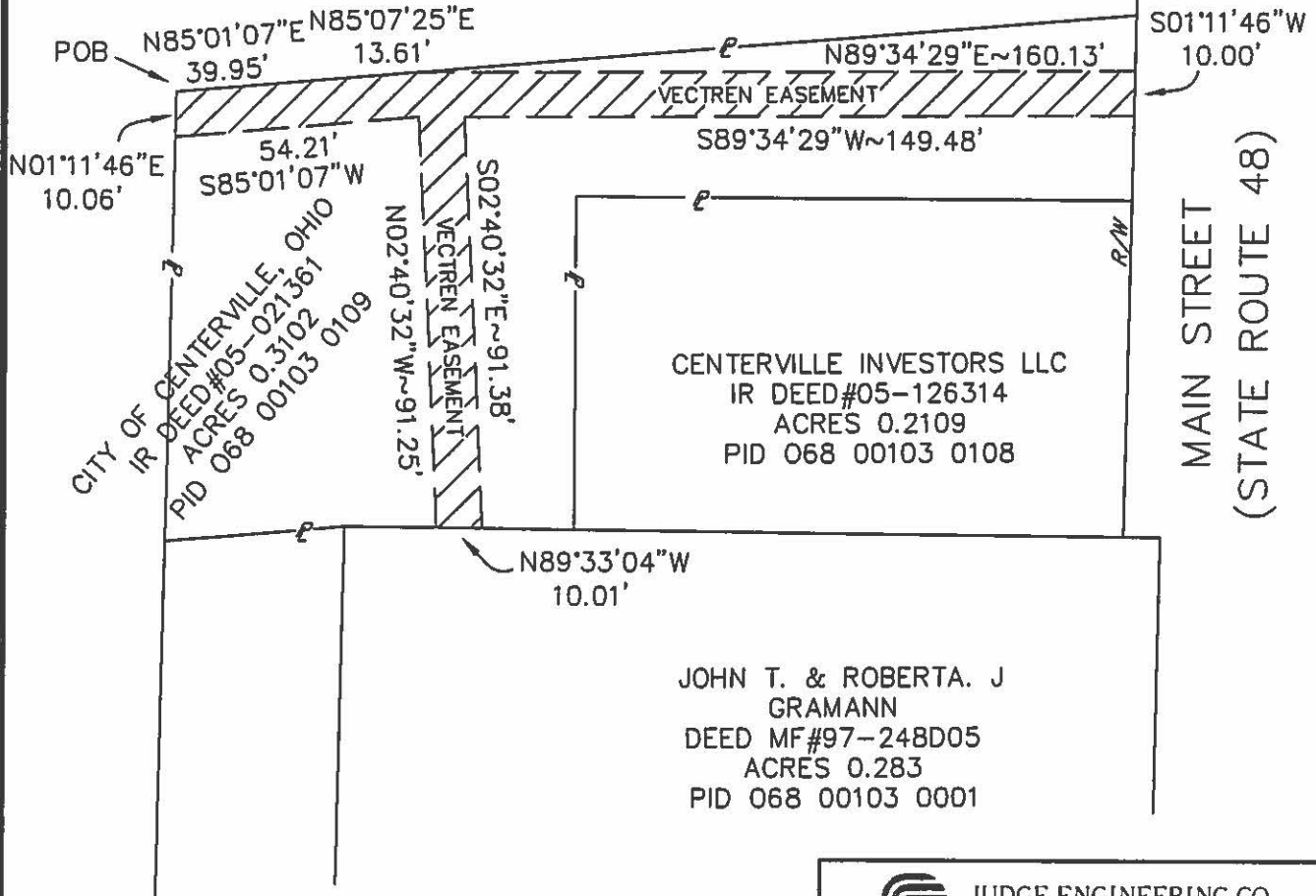
GRAPHIC SCALE



1 inch = 40 ft.

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

TRUSTEES OF WASHINGTON TWSP
DEED BOOK 298, PAGE 216
ACRES 0.6699
PID 068 00103 0110




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