

RESOLUTION NO. 46-15
CITY OF CENTERVILLE, OHIO

SPONSORED BY COUNCILMEMBER Paul Gresham ON
THE 14th DAY OF October, 2015.

A RESOLUTION AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH DAYTON POWER AND LIGHT COMPANY (DP&L) REGARDING PROPERTY LOCATED ALONG YANKEE ROAD ACROSS FROM YANKEE TRACE GOLF COURSE AND ADJACENT TO PROPERTY OWNED BY THE CITY AND GRANTING A RIGHT OF WAY EASEMENT FOR INGRESS AND EGRESS FOR ELECTRIC ENERGY AND RELATED PURPOSES .

WHEREAS, Dayton Power and Light Company (DP&L) owns approximately 51.4675 acres along Yankee Road on which it has electric facilities, including a substation, peaking units and a solar array; and

WHEREAS, to the north and east of DP&L's property, the City owns approximately 26.4 acres, which was transferred from DP&L to the City in 2001; and

WHEREAS, DP&L has been exploring other potential uses for its property and is also in the process of relocating an electric line to accommodate a request from the gas company, which relocation requires the need for an easement from the City of Centerville along its property line; and

WHEREAS, a Right of Way and Easement from the City to DP&L across the City's property is necessary for all purposes for ingress and egress for the purpose of which electric energy is needed; and

WHEREAS, it is in the best interests of the City to enter into an agreement with DP&L in order to allow the easement in exchange for easing of the restrictions on the City's property and other valuable consideration.

NOW THEREFORE, THE MUNICIPALITY OF CENTERVILLE HEREBY RESOLVES:

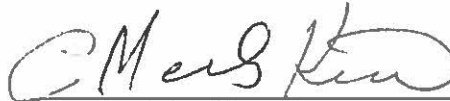
Section 1. That the City Manager is hereby authorized and directed to enter into an Agreement with DP&L in accordance with the terms and conditions

of said Agreement, a copy of which is attached hereto as Exhibit "A" and incorporated herein.

Section 2. The City of Centerville hereby agrees to grant a Right of Way and 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 DP&L pursuant to the terms of the Easement.

Section 3. This Resolution is to take effect at the earliest date allowed by law.

PASSED THIS 19th day of October, 2015



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. 46-15, passed by the Council of the City of Centerville, Ohio on the 19th day of October, 2015.



Clerk of the Council

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

AGREEMENT

The City of Centerville, an Ohio municipal corporation, (the "City"), 100 W. Spring Valley Road, Centerville, Ohio 45459-3759 and the Dayton Power and Light Company, an Ohio corporation, ("DP&L"), 1900 Dryden Road, Dayton, Ohio 45439 desiring to make changes to the current and potential future use of property located on Yankee Road, as more particularly described below, agree to the following:

1. Recitals

Whereas, DP&L owns approximately 51.4675 acres along Yankee Road on which it has electric facilities, including a substation, peaking units and a solar array; and

Whereas, to the north and east of DP&L's property, the City owns approximately 26.4 acres, which was transferred from DP&L to the City in 2001 and is described in Exhibit A, referenced below; and

Whereas, in the deed granted by DP&L, the City's 26.4 acres is subject to restrictive covenants limiting use of the property "for golf course purposes only, or for any other municipal purpose with the prior written consent of Grantor, its successors and assigns, except for the existing structure which can be used for any municipal purpose . . .;" and

Whereas, the City has been exploring other potential uses for its property and would like to revise the covenants: and

Whereas, DP&L is in the process of relocating an electric line ("relocation project") to accommodate a request from Vectren that it move the line away from a gas pumping station and has requested an easement from the City on its 26.4 acre property for this line;

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

2. Revision of Restrictive Covenants – DP&L shall execute and record the attached "Amendment to Restrictive Covenants" (Exhibit A) so that the City will be able to use the 26.4 acre property for the additional following purposes: bank, corporate data center, office/business service use, natural preserve area, parks, open space, government offices, medical and dental offices, office park, office uses, research and development offices, satellite dishes (less than 1 meter in diameter) and telecommunications.

The revision of the restrictive covenants is subject to the following conditions:

- a. As described in Exhibit A, if the City elects to use its property for any of the above-described purposes, no development will occur within 175 feet of the west boundary of the property or within 75 feet of the driveway on the south side of the property.
 - b. In the case of use as a golf course, the parties will share the 50 foot wide ingress egress easement used by DP&L to access DP&L facilities (described in Exhibit A) pursuant to the attached separate agreement (Driveway Use Agreement; Exhibit B). If the City does not elect to construct a golf course, DP&L shall maintain the drive at its expense.
 - c. The Driveway Use Agreement, Exhibit B, shall be executed by both parties and recorded at DP&L's expense.
3. Easement - The City will execute the attached easement (Exhibit C) to provide DP&L with a standard easement over the approximate path shown to accommodate DP&L's relocation project. DP&L shall record the easement at its own expense.
4. Additional consideration – In addition to the items described above, DP&L shall:
- a. Paint the two (2) existing steel poles on Yankee Trace golf course once as part of the relocation project and then in the future as part of DP&L's normal steel structure painting cycle which is typically once every 20-30 years.
 - b. Work with the City to replace trees removed on the landscaping mound situated between Vectren's gas pumping station and Yankee Street by planting new trees on the landscaping mound on a one to one basis, meaning one tree will be planted for every one tree removed.
 - c. File the easement, the Amendment to Restrictive Covenants and the Driveway Use Agreement, if appropriate, and assume any filing fees associated therewith.

In witness whereof, the parties have agreed to the foregoing this _____ day of September, 2015.

City of Centerville

Dayton Power & Light Co. an Ohio corporation

By: Gregory B. Horn
Its: City Manager

By: Barry J. Bentley
Its: Vice President, Customer Operations

Approved as to Form:

Scott A. Liberman
Municipal Attorney

Exhibit A

AMENDMENT TO RESTRICTIVE COVENANTS

This Amendment to Restrictive Covenants is entered into between the Dayton Power and Light Company, an Ohio corporation, whose mailing address is 1065 Woodman Drive, Dayton, Ohio, the original Grantor ("Grantor") and the City of Centerville, whose mailing address is 100 West Spring Valley Road, Centerville, Ohio the original Grantee ("Grantee").

Whereas, by way of a Limited Warranty Deed recorded June 15, 2001 and given deed number 01-068197 by the Montgomery County Recorder's Office (Limited Warranty Deed; attached Exhibit A-1), Grantor transferred to Grantee approximately twenty-six acres located on Yankee Street in Centerville, Ohio subject to the restriction that "the property is to be used for golf course purposes only, or for any other municipal purpose with the prior written consent of Grantor, its successors and assigns, except for the existing structure which can be used for any municipal purpose, and to revert to the Grantor when the land or structure ceases to be so used; and

Whereas the Limited Warranty Deed also reserved to Grantor a "non-exclusive 50 feet wide easement for ingress and egress to the remaining acreage as recorded in deed book 1941 page 259 . . . ;"

Now therefore, in consideration of the mutual covenants herein contained, and other good and valuable consideration the Grantor and Grantee have agreed to amend the restrictive covenants and clarify Grantor's easement as follows:

1. In addition to being able to use the property for golf course purposes and any other municipal purpose with the prior written consent of Grantor, Grantee may also use the property for the following purposes: bank, corporate data center, office/business service use, natural preserve area, parks, open space, government offices, medical and dental offices, office park, office uses, research and development offices, satellite dishes (less than 1 meter in diameter) and telecommunications, provided that if used for any of these purposes, no development will occur within 175 feet of the west boundary of the property or within 75 feet of the driveway on the south side of the property.
2. Should the Grantee develop any part of the property for golf course use, the parties will share the 50 foot wide ingress egress easement used by Grantor to access "the remaining acreage as recorded in deed book 1941 page 259" (the substation), according to a separate "Driveway Use Agreement."

Executed this _____ day of September, 2015.

City of Centerville

Dayton Power & Light Co. an Ohio corporation

 By: Gregory B. Horn
 Its: City Manager

 By: Barry J. Bentley
 Its: Vice President, Customer Operations

STATE OF OHIO)
 COUNTY OF MONTGOMERY) SS:

The foregoing instrument was acknowledged before me this _____ day of September, 2015, by Gregory B. Horn, the City Manager, on behalf of the City of Centerville.

 Notary Public

STATE OF OHIO)
 COUNTY OF MONTGOMERY) SS:

The foregoing instrument was acknowledged before this _____ day of September, 2015, by Barry J. Bentley, it's Vice President, Customer Operations, authorized representative of The Dayton Power and Light Company.

Notary Public

Exhibit A-1

Limited Warranty Deed recorded June 15, 2001

deed number 01-068197

DEED-5

TRANSFER
02:120# JUNE 15, 2001
KARL L. KEITH, COUNTY AUDITOR
Conv/Tran #: 10634 1.00

D14/21 D13 067-36-6-76
D14/21 36-5-81

LIMITED WARRANTY DEED

THE DAYTON POWER AND LIGHT COMPANY, an Ohio Corporation ("Grantor"), for no consideration paid, makes a gift and grants with LIMITED WARRANTY COVENANTS, to THE CITY OF CENTERVILLE, a body politic, whose mailing address is 100 West Spring Valley Road, Centerville, Ohio ("Grantee"), its successors and assigns, for golf course purposes only, or for any other municipal purpose with the prior written consent of Grantor, its successors and assigns, except for the existing structure which can be used for any municipal purpose, and to revert to the Grantor when the land or structure ceases to be so used, the following Real Property:

Situated in Township of Washington, County of Montgomery and in the State of Ohio:



Description as shown per Exhibit "A" attached hereto and made a part hereof.

Subject, however to all conditions, covenants, restrictions, reservations and easements of record. Excepting all taxes and assessments for the current half of the taxable year and thereof. Prior Deed Reference: Deed Book 1941, Page 259 and Microfiche 00-742C06.

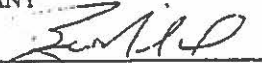
And THE DAYTON POWER AND LIGHT COMPANY, Grantor for itself and for its successors, hereby covenants with the said Grantee, its successors and assigns, that it is the true and lawful owner of said premises, and has full power to convey the same; and that the title so conveyed is clear, free and unencumbered, and Grantor will forever warrant and defend the same, with the appurtenances thereunto belonging unto the Grantee, its successors and assigns, against the lawful claims of all persons claiming by, from, through or under the Grantor; excepting that the title hereby conveyed is subject to the lien of THE DAYTON POWER AND LIGHT COMPANY's First and Refunding Mortgage to the Bank of New York (fka Irving Trust Company, Trustee, dated as of October 1, 1935, as the same has been amended and supplemented by supplemental indentures which have been duly recorded in the Mortgage Records of Montgomery County, Ohio, which Grantor within a reasonable time hereafter cause said Trustee to release said real estate from the operation of the lien of said mortgage and supplemental indentures.

IN WITNESS WHEREOF, the Grantor has executed this instrument as of the 13th day of June, 2001.

Signed and acknowledged
in the presence of:

THE DAYTON POWER AND LIGHT
COMPANY

BY: 
Bryce W. Nickel

ITS: Assistant Vice President

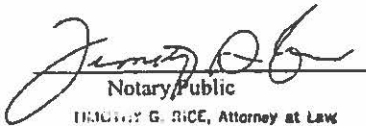
Judy Dodge Recorder
Montgomery County
DEED-01-068197 0405
526.00 05/15/01 14:17:04

01558

STATE OF OHIO, COUNTY OF MONTGOMERY, SS:

Before me, a Notary Public, in and for said County and State, personally appeared Bryce W. Nickel, Assistant Vice President of The Dayton Power and Light Company, an Ohio corporation, who acknowledged that he being duly authorized did sign the foregoing instrument and that the same is his free act and deed as such officer and is the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Dayton, Ohio, this 13th day of June, 2001.


Notary Public

TIMOTHY G. RICE, Attorney at Law
Notary Public, State of Ohio
My Commission has no expiration date.
Section 147.03 O. R. C.

This Instrument Prepared By:

Timothy G. Rice
Attorney at Law

PM-252

LWDPM331Yndkr

FILED

JUN 13 2001

DAYTON

EXHIBIT "A"

D14/21

LEGAL DESCRIPTION FOR 26.3215 ACRE TRACT
YANKEE STREETD14/21 06/11/36-6-76
D14/21 06/11/36-5-81

Situate in Washington Township, Montgomery County, State of Ohio and being in part of the northwest quarter of Section 4, Town 2, Range 5, MRS and being in part of the southwest quarter of Section 5, Town 2, Range 5, MRS and being a part of an 82.74 acre tract conveyed to the Dayton Power and Light Company by deed recorded in Deed Book 1941 page 259 of the deed records of said county and being more particularly described as follows:

Beginning at a spike found in the centerline of Yankee Street and in the east line of the northwest quarter of said Section 4 and the northeast corner of a 4.806 acre tract conveyed to the Indiana Gas Company, Inc. and Vectren Energy Delivery of Ohio, Inc. by deed recorded in microfiche no. 00-742 C06 of the deed records of said county, said point being North 2 degrees 28'00" East 2064.38 feet from a 5/8" iron pin found at the southeast corner of the northwest quarter of said Section 4;

Thence with the lines of said 4.806 acre tract for the next five (5) calls:

- (1) North 69 degrees 06'20" West (passing a 5/8" iron pin at 26.09 feet) for a total distance of 138.06 feet to a 5/8" iron pin found;
- (2) North 2 degrees 34'10" West 273.77 feet to a 5/8" iron pin found;
- (3) North 64 degrees 40'55" West (passing a spike found at 89.65 feet) for a total distance of 299.40 feet to a 5/8" iron pin found;
- (4) South 25 degrees 12'35" West 392.80 feet to a 5/8" iron pin found;
- (5) South 16 degrees 25'50" West 72.50 feet to a 1" iron pipe found at the northwest corner of a 0.145 acre tract conveyed to Ohio Fuel Gas Company by deed recorded in deed book 2528 page 95 of the deed records of said county; thence by new division lines for the next three (3) calls:
 - (1) South 74 degrees 34'10" West 34.65 feet to a 5/8" iron pin set with cap, Godsey P.S. 6330;
 - (2) North 30 degrees 00'40" West 557.79 feet to a 5/8" iron pin set with cap, Godsey P.S. 6330;
 - (3) North 5 degrees 31'10" East (passing a spike set in the centerline of a 50 feet wide easement for ingress & egress at 55.13 feet) for a total distance of 1165.38 feet to a 5/8" iron pin set with cap, Godsey P.S. 6330 in the south line of lot 336, Yankee Trace, Section 19 as recorded in plat book 176 page 4 of the plat records of said county;

Thence with the south lines of said Yankee Trace Section 19 and Yankee Trace Section 3 as recorded in plat book 160 page 30 of the plat records of said county (passing a 5/8" iron pin set with cap, Godsey P.S. 6330 at 898.20 feet) and (passing a 5/8" iron pin set with cap, Godsey P.S. 6330 at 919.38 feet) for a total distance of 945.14 feet to a 5/8" iron pin found in the centerline of Yankee Street;

Thence with the centerline of Yankee Street, South 4 degrees 38'20" West 709.46 feet to a spike set at the southeast corner of southwest quarter of Section 5, Town 2, Range 5 MRS;

Thence continuing with the centerline of Yankee Street, South 2 degrees 28'00" West (passing a spike found at 112.86 feet) for a total distance of 618.66 feet to the point of beginning.

Containing 26.3215 acres, more or less.

Reserving to the Grantor the following non - exclusive 50 feet wide easement for ingress and egress to the remaining acreage as recorded in deed book 1941 page 259, the centerline being described as follows:

Beginning at a spike found in the centerline of Yankee Street and the east line of the northwest quarter of said Section 4, said point being North 2 degrees 28'00" East 2570.18 feet from a 5/8" iron pin found at the southeast corner of the northwest quarter of said Section 4, said point also being North 2 degrees 28'00" East 705.80 feet from a spike found at the northeast corner of a 0.145 acre tract conveyed to the Ohio Fuel Gas Company by deed recorded in deed book 2528 page 95 of the deed records of said county;

Thence with the centerline of said 50 feet wide easement for ingress and egress, North 87 degrees 02'20" West 232.64 feet to a spike found;

Thence continuing with the centerline of said 50 feet wide easement, North 86 degrees 56'40" 697.23 feet to a spike set in the west line of the above described 26.3215 acre tract and there terminate.

Subject to easements, restrictions, conditions, covenants and highways of record. Basis for Bearings: North 2 degrees 28'00" East on the centerline of Yankee Street and east line of the northwest quarter of Section 4, Town 2, Range 5, MRS as described in Grantor's deed recorded in deed book 1941 page 259 of the deed records of said county. All iron pins set are 5/8" Rebar 30" long with cap, Godsey P.S.6330. This is in accordance with a field survey made by James M. Godsey P.S. 6330 on 4-02-2001.

James M. Godsey
James M. Godsey P.S. 6330

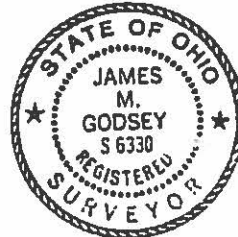
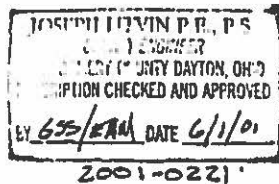


Exhibit B

DRIVEWAY USE AGREEMENT

The City of Centerville, an Ohio municipal corporation, (the "City"), 100 W. Spring Valley Road, Centerville, Ohio 45459-3759 and the Dayton Power and Light Company, an Ohio corporation, ("DP&L"), 1900 Dryden Road, Dayton, Ohio 45439 desiring to share the use of a driveway on a property located on Yankee Road, as more particularly described below, agree to the following:

1. Recitals

Whereas, DP&L owns approximately 51.4675 acres along Yankee Road on which it has electric facilities, including a substation, peaking units and a solar array; and

Whereas, to the north and east of DP&L's property, the City owns approximately 26.4 acres, which was transferred from DP&L to the City in 2001 and is described in the Limited Warranty Deed recorded June 15, 2001 and given deed number 01-068197, attached hereto as Exhibit B-1; and

Whereas, at the time it transferred the 26.4 acres to the City, DP&L reserved to itself a non-exclusive 50 foot easement on the City's 26.4 acre property for DP&L's ingress and egress from the DP&L's 51.4675 acre property; and

Whereas, the City is considering construction of a golf course on its property and would like to have the option to share the use of the driveway on DP&L's easement; and

Whereas, DP&L is willing to share the use of its driveway should the City build a golf course;

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

2. Restrictions

The City may use the driveway subject to these restrictions and conditions:

- a. The drive may be used by patrons of the City's golf course to access a separate parking area.
- b. Golf carts may cross the drive in order to get to different points on the course.
- c. Golf course maintenance vehicles (*e.g.*, lawn mowing equipment) may use the drive for access to the course.
- d. No vehicles are to be parked on the drive and the drive is to be accessible by DP&L vehicles at all times.
- e. The City will not use the drive in a manner incompatible with DP&L's use of the drive for substation access.

3. Maintenance and Construction

- a. If the City constructs golf related uses on the Property, the City will pay for any initial repaving of the drive as might be necessary to "upgrade" it from a drive suitable for utility access to one that is in keeping with the City's golf course concept. In the event such paving is required initially or at any other time, DP&L will be consulted so that the resulting driveway surface is suitable for the DP&L vehicles that access DP&L's facilities and so that the timing of any such project is compatible with DP&L activities at the site.
- b. In recognition of the seasonal nature of golf course activity and the fact that DP&L will need access to the drive on a year round basis, DP&L will have the drive cleared of snow as DP&L requires at its expense. If DP&L does not need the drive cleared, but the City does, the City may clear the drive at its expense.
- c. The cost of repaving, at such time as it becomes necessary, will be borne 50% by the City and 50% by DP&L. DP&L does not currently incur any costs for maintaining the drive. Should the City desire to maintain the drive

in a manner compatible with a golf course environment, it may do so at its cost. DP&L shall schedule and pay for current maintenance of the drive, as needed.

- d. The parties shall meet annually, or at such other times as the parties may mutually agree, to review the maintenance and expense issues that affect the driveway area. If one of the parties fails to make the expenditure of its appropriate fair share within thirty (30) days after it is due the other party shall have the right to make the expenditure and bill it to the other together with interest at the legal rate. In the event that any litigation arises out of the relationship between the owners created by this Driveway Use Agreement, the successful party shall be entitled to recover its costs, including but not limited to reasonable attorney's fees, in addition to such other and further relief as may be granted by a court of competent jurisdiction.

4. Miscellaneous

- a. The parties shall each obtain liability or other insurances to protect against risk of loss or claims.
- b. This Driveway Use Agreement shall burden and inure to the benefit of the parties hereto and their respective successors, heirs and assigns.
- c. Should any term in this Driveway Use 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.
- d. DP&L agrees to defend and indemnify the City 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 driveway by DP&L or any third party.

Executed this _____ day of September, 2015.

City of Centerville

Dayton Power & Light Co. an Ohio corporation

By: Gregory B. Horn
Its: City Manager

By: Barry J. Bentley
Its: Vice President, Customer Operations

STATE OF OHIO)
COUNTY OF MONTGOMERY) SS:

The foregoing instrument was acknowledged before me this ____ day of September, 2015, by Gregory B. Horn, the City Manager on behalf of the City of Centerville.

Notary Public

STATE OF OHIO)
COUNTY OF MONTGOMERY) SS:

The foregoing instrument was acknowledged before this ____ day of September, 2015, by Barry J. Bentley, it's Vice President, Customer Operations, authorized representative of The Dayton Power and Light Company.

Notary Public

EXHIBIT B-1

Limited Warranty Deed recorded June 15, 2001

deed number 01-068197

DEED-5

TRANSFER
02:12pm JUNE 15, 2001
KARL L. KEITH, COUNTY AUDITOR
Conv/Tran #: 10634 1.00

D1/21 2073 067-36-6-76
2074 067-36-5-81

LIMITED WARRANTY DEED

THE DAYTON POWER AND LIGHT COMPANY, an Ohio Corporation ("Grantor"), for no consideration paid, makes a gift and grants with LIMITED WARRANTY COVENANTS, to THE CITY OF CENTERVILLE, a body politic, whose mailing address is 100 West Spring Valley Road, Centerville, Ohio ("Grantee"), its successors and assigns, for golf course purposes only, or for any other municipal purpose with the prior written consent of Grantor, its successors and assigns, except for the existing structure which can be used for any municipal purpose, and to revert to the Grantor when the land or structure ceases to be so used, the following Real Property:

Situated in Township of Washington, County of Montgomery and in the State of Ohio:

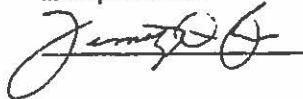

Description as shown per Exhibit "A" attached hereto and made a part hereof.

Subject, however to all conditions, covenants, restrictions, reservations and easements of record. Excepting all taxes and assessments for the current half of the taxable year and thereof. Prior Deed Reference: Deed Book 1941, Page 259 and Microfiche 00-742C06.

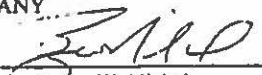
And THE DAYTON POWER AND LIGHT COMPANY, Grantor for itself and for its successors, hereby covenants with the said Grantee, its successors and assigns, that it is the true and lawful owner of said premises, and has full power to convey the same; and that the title so conveyed is clear, free and unencumbered, and Grantor will forever warrant and defend the same, with the appurtenances thereunto belonging unto the Grantee, its successors and assigns, against the lawful claims of all persons claiming by, from, through or under the Grantor; excepting that the title hereby conveyed is subject to the lien of THE DAYTON POWER AND LIGHT COMPANY's First and Refunding Mortgage to the Bank of New York (fka Irving Trust Company, Trustee, dated as of October 1, 1935, as the same has been amended and supplemented by supplemental indentures which have been duly recorded in the Mortgage Records of Montgomery County, Ohio, which Grantor within a reasonable time hereafter cause said Trustee to release said real estate from the operation of the lien of said mortgage and supplemental indentures.

IN WITNESS WHEREOF, the Grantor has executed this instrument as of the 13th day of June, 2001.

Signed and acknowledged
in the presence of:

THE DAYTON POWER AND LIGHT
COMPANY

BY: 
Bryce W. Nickel

ITS: Assistant Vice President

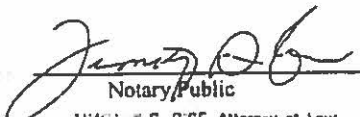
Judy Dodge Recorder
Montgomery County
DEED-01-068197 0005
\$26.00 06/15/01 14:17:04

01558

STATE OF OHIO, COUNTY OF MONTGOMERY, SS:

Before me, a Notary Public, in and for said County and State, personally appeared Bryce W. Nickel, Assistant Vice President of The Dayton Power and Light Company, an Ohio corporation, who acknowledged that he being duly authorized did sign the foregoing instrument and that the same is his free act and deed as such officer and is the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Dayton, Ohio, this 13th day of June, 2001.


Notary Public

TIMOTHY G. RICE, Attorney at Law
Notary Public, State of Ohio
My Commission has no expiration date.
Section 147.03 O. R. C.

This Instrument Prepared By:

Timothy G. Rice
Attorney at Law

PM-252

L:\DPM132\Yeaker

DEED

EXHIBIT "A"

D14/21

LEGAL DESCRIPTION FOR 26.3215 ACRE TRACT
YANKEE STREET

D142 064-36-6-76
D141 161-36-5-81

Situate in Washington Township, Montgomery County, State of Ohio and being in part of the northwest quarter of Section 4, Town 2, Range 5, MRS and being in part of the southwest quarter of Section 5, Town 2, Range 5, MRS and being a part of an 82.74 acre tract conveyed to the Dayton Power and Light Company by deed recorded in Deed Book 1941 page 259 of the deed records of said county and being more particularly described as follows:

Beginning at a spike found in the centerline of Yankee Street and in the east line of the northwest quarter of said Section 4 and the northeast corner of a 4.806 acre tract conveyed to the Indiana Gas Company, Inc. and Vectren Energy Delivery of Ohio, Inc. by deed recorded in microfiche no. 00-742 C06 of the deed records of said county, said point being North 2 degrees 28'00" East 2064.38 feet from a 5/8" iron pin found at the southeast corner of the northwest quarter of said Section 4;

Thence with the lines of said 4.806 acre tract for the next five (5) calls:

- (1) North 69 degrees 06'20" West (passing a 5/8" iron pin at 26.09 feet) for a total distance of 138.06 feet to a 5/8" iron pin found;
- (2) North 2 degrees 34'10" West 273.77 feet to a 5/8" iron pin found;
- (3) North 64 degrees 40'55" West (passing a spike found at 89.65 feet) for a total distance of 299.40 feet to a 5/8" iron pin found;
- (4) South 25 degrees 12'35" West 392.80 feet to a 5/8" iron pin found;
- (5) South 16 degrees 25'50" West 72.50 feet to a 1" iron pipe found at the northwest corner of a 0.145 acre tract conveyed to Ohio Fuel Gas Company by deed recorded in deed book 2528 page 95 of the deed records of said county; thence by new division lines for the next three (3) calls:
 - (1) South 74 degrees 34'10" West 34.65 feet to a 5/8" iron pin set with cap, Godsey P.S. 6330;
 - (2) North 30 degrees 00'40" West 557.79 feet to a 5/8" iron pin set with cap, Godsey P.S. 6330;
 - (3) North 5 degrees 31'10" East (passing a spike set in the centerline of a 50 feet wide easement for ingress & egress at 55.13 feet) for a total distance of 1165.38 feet to a 5/8" iron pin set with cap, Godsey P.S. 6330 in the south line of lot 336, Yankee Trace, Section 19 as recorded in plat book 176 page 4 of the plat records of said county;

Thence with the south lines of said Yankee Trace Section 19 and Yankee Trace Section 3 as recorded in plat book 160 page 30 of the plat records of said county (passing a 5/8" iron pin set with cap, Godsey P.S. 6330 at 898.20 feet) and (passing a 5/8" iron pin set with cap, Godsey P.S. 6330 at 919.38 feet) for a total distance of 945.14 feet to a 5/8" iron pin found in the centerline of Yankee Street;

Thence with the centerline of Yankee Street, South 4 degrees 38'20" West 709.46 feet to a spike set at the southeast corner of southwest quarter of Section 5, Town 2, Range 5 MRS;

Thence continuing with the centerline of Yankee Street, South 2 degrees 28'00" West (passing a spike found at 112.86 feet) for a total distance of 618.66 feet to the point of beginning.

Containing 26.3215 acres, more or less.

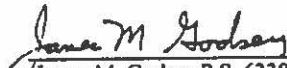
Reserving to the Grantor the following non - exclusive 50 feet wide easement for ingress and egress to the remaining acreage as recorded in deed book 1941 page 259, the centerline being described as follows:

Beginning at a spike found in the centerline of Yankee Street and the east line of the northwest quarter of said Section 4, said point being North 2 degrees 28'00" East 2570.18 feet from a 5/8" iron pin found at the southeast corner of the northwest quarter of said Section 4, said point also being North 2 degrees 28'00" East 705.80 feet from a spike found at the northeast corner of a 0.145 acre tract conveyed to the Ohio Fuel Gas Company by deed recorded in deed book 2528 page 95 of the deed records of said county;

Thence with the centerline of said 50 feet wide easement for ingress and egress, North 87 degrees 02'20" West 232.64 feet to a spike found;

Thence continuing with the centerline of said 50 feet wide easement, North 86 degrees 56'40" 697.23 feet to a spike set in the west line of the above described 26.3215 acre tract and there terminate.

Subject to easements, restrictions, conditions, covenants and highways of record. Basis for Bearings: North 2 degrees 28'00" East on the centerline of Yankee Street and east line of the northwest quarter of Section 4, Town 2, Range 5, MRS as described in Grantor's deed recorded in deed book 1941 page 259 of the deed records of said county. All iron pins set are 5/8" Rebar 30" long with cap, Godsey P.S.6330. This is in accordance with a field survey made by James M. Godsey P.S. 6330 on 4-02-2001.


James M. Godsey P.S. 6330

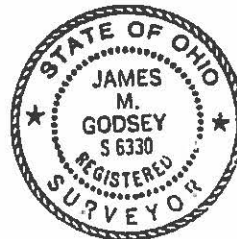
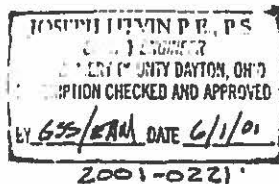


EXHIBIT C

**THE DAYTON POWER AND LIGHT COMPANY
GRANT FOR ELECTRIC RIGHT OF WAY AND EASEMENT**

Know all men by these presents that The City of Centerville (hereinafter "Grantor"), for valuable consideration provided by THE DAYTON POWER AND LIGHT COMPANY, an Ohio Corporation (hereinafter "Grantee"), does hereby grant to the Grantee, its successors and assigns forever, a Right of Way and Easement for any and all purposes for which electric energy is now or may hereafter be used, and also, to construct, reconstruct, erect, add to, operate, maintain, use, remove, replace either overhead or underground electric facilities consisting of poles, lines, structures, wires, underground lines, cables, conduits, manholes, anchors, grounding systems, communication circuits, fiber optic cables, equipment, 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 4, Town 2, Range 5 M.R.s., Washington Township, Montgomery County, Ohio, and being a 26.3215 acre tract of land conveyed to The City of Centerville by Warranty Deed recorded in DMF # 01-408D10 of the deed records of said county.

Parcel I D O68 01927 0001

Said Right of Way and Easement shall be identified on Exhibit "A" attached hereto and made a part hereof.

The Grantee, its successors and assigns, its agents, contractors and employees shall 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 electric facilities.

No buildings or other structures shall be erected within the limits of the said Right of Way and Easement by the Grantor. No excavating or filling shall be done or be permitted by the Grantor within 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.

EXHIBIT A
TRANSMISSION LINE



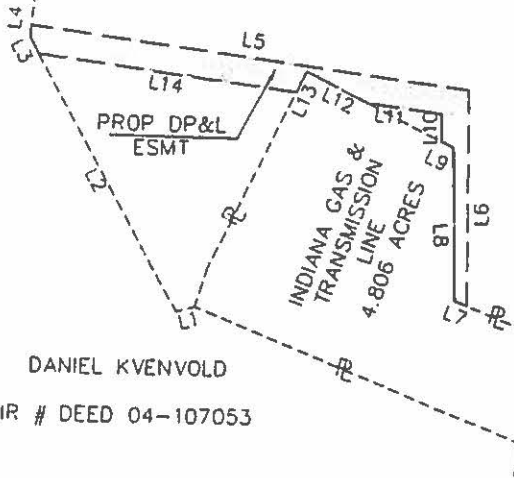
N.T.S.

LINE	LENGTH	BEARING
L1	34.65	S76°25'19"W
L2	549.10	N28°09'31"W
L3	36.02	N28°09'31"W
L4	21.16	N07°22'19"E
L5	799.51	S81°22'34"E
L6	385.99	S00°25'12"W
L7	24.08	N67°15'11"W
L8	273.77	N00°43'01"W
L9	24.97	N62°49'46"W
L10	48.48	N00°25'12"E
L11	136.09	N81°22'34"W
L12	108.59	N62°49'46"W
L13	41.44	S27°03'44"W
L14	467.80	N81°22'34"W

DAYTON POWER & LIGHT COMPANY
52.128 ACRES
DEED BOOK 1941, PAGE 259

CITY OF CENTERVILLE
26.3215 ACRES
MF # 01-408D10

YANKEE STREET



DANIEL KVENVOLD
IR # DEED 04-107053