

RESOLUTION NO. 19-12  
CITY OF CENTERVILLE, OHIO

SPONSORED BY COUNCILMEMBER Brooks Compton ON THE  
11th DAY OF April, 2012.

**A RESOLUTION AUTHORIZING AND DIRECTING THE  
CITY MANAGER TO GRANT A PIPELINE RIGHT OF  
WAY AND EASEMENT TO VECTREN ENERGY  
DELIVERY OF OHIO, INC FOR THE RIGHT OF WAY  
AND EASEMENT FOR ANY AND ALL PURPOSES  
RELATED TO A GAS PIPELINE LOCATED AT BETHANY  
LUTHERAN VILLAGE.**

WHEREAS, a parcel of land owned by the City of Centerville requires the construction, reconstruction, maintenance and repair of a gas line, including but not limited to a petroleum gas, and/or any other liquefied or gaseous substance; and

WHEREAS, the City of Centerville agrees to grant an easement to Vectren Energy Delivery of Ohio, Inc. to construct, reconstruct, erect, add to, operate, maintain, use, remove, place 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, the premises commonly known as Bethany Lutheran Village; and

WHEREAS, the City Council of the City of Centerville approves and authorizes such an easement and right of way be granted.

NOW, THEREFORE, THE MUNICIPALITY OF CENTERVILLE HEREBY RESOLVES:

Section 1. That the City Manager is authorized and directed take any and all action necessary to grant an easement as set forth above and, in particular, to execute the Grant for Pipeline Right of Way Easement with Vectren Energy Delivery of Ohio, Inc. for the grant to construct, reconstruct, erect, add to, operate, maintain, use, remove, place 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, the premises commonly known as Bethany Lutheran Village in accordance with the terms of said agreement, copy of which is attached hereto as Exhibit "A" and incorporated herein.

Section 2. This Resolution shall become effective at the earliest date allowed by law.

PASSED this 16<sup>th</sup> day of April, 2012.

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

ATTEST:

  
\_\_\_\_\_  
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 19-12, passed by the Council of the City of Centerville, Ohio, on the 16<sup>th</sup> day of April, 2012.

  
\_\_\_\_\_  
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:

Situated in the City of Centerville, Montgomery County, State of Ohio

And being a tract of land containing 90.164 acres, more or less, situated in part of the Northwest Quarter of Section 26, Town 2 East, Range 6 North MRs. and being a part of the premises conveyed in a General Warranty Deed recorded on Microfiche No. 88-270 C05 of the deed records of Montgomery County, Ohio

Parcel No. 068-16-18-1; 068-16-18-2; 068-16-18-3; 068-16-18-4; and 068-16-18-5

Said right of way and easement shall be 5' feet in width and the centerline shall be approximately along the following course identified on Exhibit "A" attached hereto and made a part hereof.

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.

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\_\_\_\_\_.

GRANTORS

BY: \_\_\_\_\_ AND \_\_\_\_\_  
ITS: \_\_\_\_\_ ITS \_\_\_\_\_

STATE OF OHIO, COUNTY OF \_\_\_\_\_, SS:

Personally appeared before me this day \_\_\_\_\_, by  
\_\_\_\_\_, 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

(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. 12046903041214  
Bethanny Lutheran.ge

# EXHIBIT A

