

RESOLUTION NO. 4-07  
CITY OF CENTERVILLE, OHIO

SPONSORED BY COUNCILMEMBER Paul Gueslam ON THE  
19<sup>th</sup> DAY OF February, 2007.

A RESOLUTION AUTHORIZING THE CITY MANAGER TO GRANT A RIGHT OF WAY AND EASEMENT, ON BEHALF OF THE CITY OF CENTERVILLE, TO THE DAYTON POWER & LIGHT COMPANY TO EXTEND ELECTRIC SERVICE ACROSS LOT 2 OF THE CENTERVILLE BENJAMIN ROBBINS PLAT, SECTION 1.

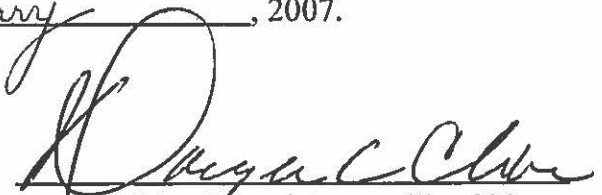
WHEREAS, it is necessary for the City of Centerville to grant unto The Dayton Power & Light Company a right of way and easement in order that electricity may be extended to property located on S.R. 48, north of West Franklin Street, and

WHEREAS, to accomplish this The Dayton Power & Light Company is requesting a right of way and easement 10 feet in width on property situated in the City of Centerville, Montgomery County, State of Ohio, and owned by the City of Centerville, said property being situated in Section 25, Town 2, Range 5 M.R.s and being the premises described in Plat Book 201, Page 6 of the Plat Records of Montgomery County, Ohio.


NOW, THEREFORE, THE MUNICIPALITY OF CENTERVILLE HEREBY RESOLVES:

Section 1. That the City Manager is hereby authorized to do all things necessary to execute a grant of right of way and easement to the Dayton Power & Light Company in order that electric service may be extended to Lot 1 of the Centerville Benjamin Robbins Plat, Section 1, in accordance with said option for right of way and easement, which is attached hereto and made a part hereof, marked Exhibit "1" provided, however, that such right of way and easement shall be modified so as to reflect they are subject to any comprehensive right of way Ordinance or regulations adopted by the City and to indicate that nothing in the grant of such right of way or easement should be construed to waive any franchise rights of the City.

PASSED this 19<sup>th</sup> day of February, 2007.

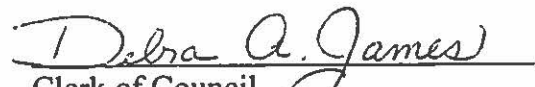
  
Mayor of the City of Centerville, Ohio

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 4-07, passed by the Council of the City of Centerville, Ohio, on the 19<sup>th</sup> day of February, 2007.

  
Clerk of Council

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

Department of Law  
Scott A. Liberman  
Municipal Attorney

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

**KNOW ALL MEN BY THESE PRESENTS**

**THAT** City of Centerville

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Grantor(s) for valuable consideration provided by THE DAYTON POWER AND LIGHT COMPANY (hereinafter called ("Grantee"), do(es) hereby grant to The Grantee and its successors and assigns forever, a right of way and easement to construct, reconstruct, erect, add to, operate, maintain, use, remove, replace underground electric facilities consisting of underground lines, structures, wires, cables, conduits, manholes, 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:

Situated Section 25, Town 2, Range 5 M.Rs. City of Centerville, Montgomery County, Ohio being Lot 2 of the Centerville Benjamin Robins Plat, Section 1 and being the same premises shown in Plat Book 201, Page 6 of the plat records of said county.

Parcel ID No. O68-00103 0109

Said right of way and easement shall be 10 feet in width and the centerline shall be along the following course identified on Exhibit "A" attached hereto and made a part hereof ("easement area").

The Grantee, its successors and assigns, its agents, contractors and employees will have the right of ingress and egress over the easement area and the adjoining premises of The Grantor for all purposes previously stated, together with only that portion of the easement area which is absolutely necessary, 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 easement area 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 easement area by The Grantor(s). No excavating or filling shall be done or be permitted by The Grantor within the easement area 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, or (B) impair The Grantee's ability to maintain the facilities.

The Grantor(s) shall have the right to use the land within the easement area in any manner not inconsistent within this grant for right of way and 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 electric 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.

In the event that any road should be widened or relocated so that its right of way extends onto The Grantee's right of way and easement herein provided for, The Grantee may, but shall not be required to, relocate or reconstruct its facilities, so that The Grantee's right of way as relocated has a centerline of said right of way that shall not be more than five (5) feet off the road right of way as widened or relocated, so long as the easement does not fall within the footprint of the currently existing building.

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. This easement is also subject to the city of Centerville Rights of Way Administration Ordinance, Chapter 1080 of the Centerville Municipal Code.

As used herein, words in plural number include words in the singular number.

IN WITNESS WHEREOF, the Grantor(s) have hereunto subscribed their names this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

GRANTOR(S)

_____	_____
_____	<b>City of Centerville</b>
_____	_____
_____	<b>By:</b>
_____	_____
_____	<b>Print Name:</b>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

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

Executed before me on the \_\_\_\_ day of \_\_\_\_\_, 200\_\_ by \_\_\_\_\_ known to me to be the person(s) who under penalty of perjury in violation Section 2921.11 of the Revised Code, represented to me to be the \_\_\_\_\_ of City of Centerville which executed the foregoing instrument, signed the same and acknowledged to me that they do sign said instrument in the name and upon behalf of said City of Centerville and the free act and deed of said.

\_\_\_\_\_  
Notary Public

This Instrument Prepared By  
Real Estate Services Department  
The Dayton Power and Light Company  
Project Number:22542

EXHIBIT A  
PROJECT NO. 28048



N.T.S.

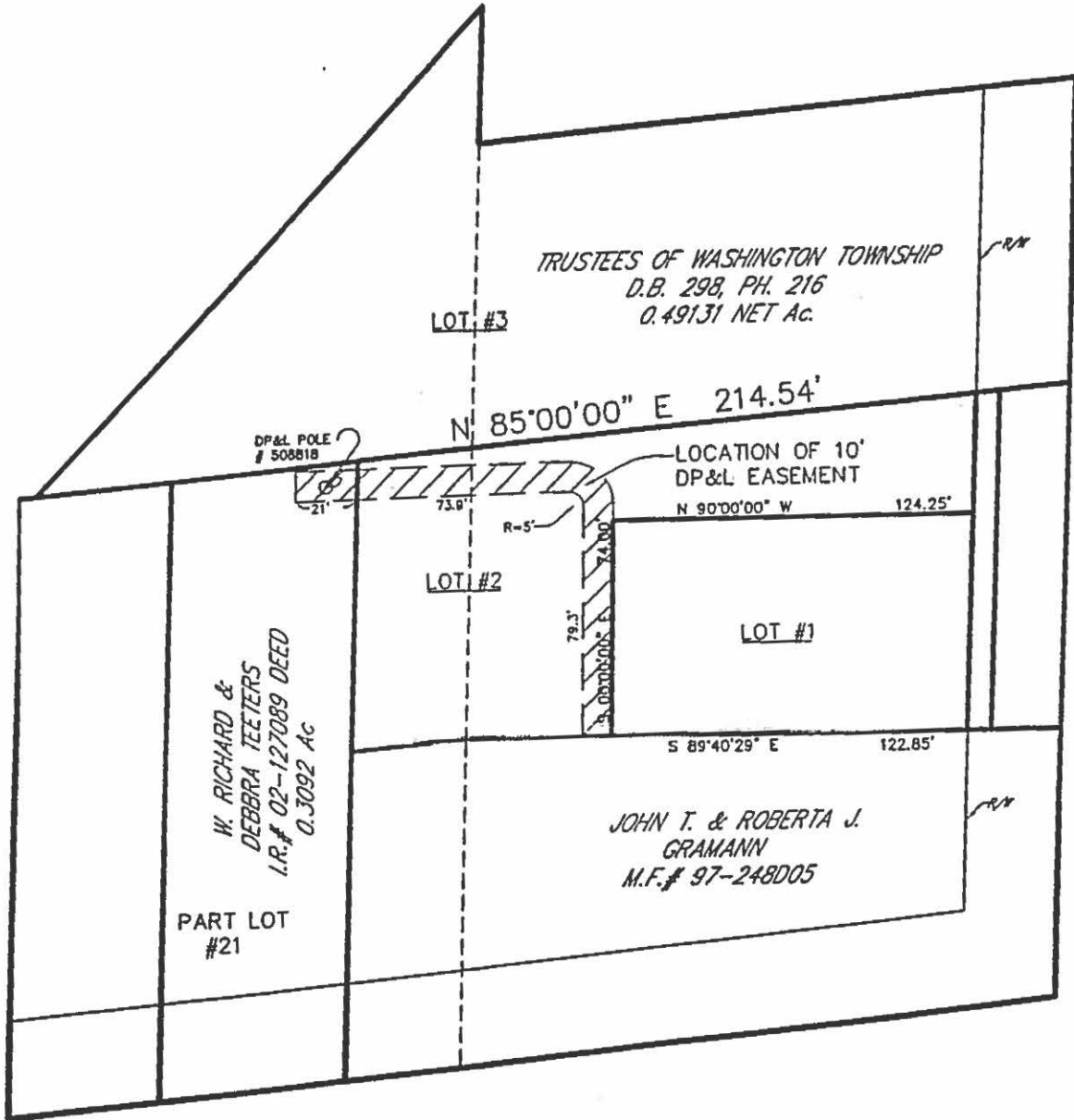


EXHIBIT A  
THIS IS NOT A SURVEY. LOCATIONS  
SHOWN ARE APPROXIMATE. THE  
ACTUAL LOCATION OF THE UTILITY  
LINE IS THE TRUE CENTERLINE OF  
THE EASEMENT.