

RESOLUTION NO. 21-06
CITY OF CENTERVILLE, OHIO

SPONSORED BY COUNCILMEMBER James Singer ON THE
17th DAY OF April, 2006.

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 DISTRIBUTION FROM YANKEE SUBSTATION TO YANKEE STREET.

WHEREAS, it is necessary for the City of Centerville to grant unto The Dayton Power & Light Company rights of way and easements in order that electricity may be extended to Yankee Street from Yankee Substation, and

WHEREAS, to accomplish this the Dayton Power & Light Company is requesting a rights of way and easement 10 feet in width on two (2) tracts of land containing 26.3215 acres, more or less, situated in the City of Centerville, Montgomery County, State of Ohio, and owned by the City of Centerville, said property being situated in Sections 4 & 5, Town 2, Range 5 MRS and being the same premises conveyed in a Limited Warranty Deed recorded on Microfiche Number 01-0408 D10 of the Deed Records of Montgomery County, Ohio.
Parcel I.D. Numbers: 067-019-27-0001

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 rights of way and easements to the Dayton Power & Light Company in order that electric service may be extended to Yankee Street, in accordance with said option for rights of way and easements, which is attached hereto and made a part hereof, marked Exhibit "A", provided, however, that such rights of way and easements 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 rights of way or easements should be construed to waive any franchise rights of the City.

SECTION 2. That this Resolution shall become effective immediately upon passage.

PASSED this 17th day of April, 2006.

C. Mark Kuykend

Mayor of the City of Centerville, Ohio

ATTEST:

Debra A. James

Clerk of the Council of the
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 21-06, passed by the Council of the City of Centerville, Ohio, on the 17th day of April, 2006.

Debra A. James
Clerk of Council

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

Department of Law
Scott A. Liberman
Municipal Attorney

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

KNOW ALL MEN BY THESE PRESENTS

THAT CITY OF CENTERVILLE

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 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, 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:

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

Being two(2) tracts of land containing 26.3215 acres, more or less, situated in Sections 4 and 5, Town 2, Range 5MRS and being the same premises conveyed in a Limited Warranty Deed recorded on Microfiche Number 01-0408 D10 of the Deed Records of Montgomery County, Ohio.

Parcel I. D. Numbers: O67-019-27-0001

Said right of way and easement shall be 10 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 electric 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.

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.

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.

IN WITNESS WHEREOF, the Grantor(s) have hereunto subscribed their names this ____ day of _____, 2006.

GRANTORS:

CITY OF CENTERVILLE

_____	_____
_____	BY: _____
_____	TITLE: _____
_____	AND: _____
_____	TITLE: _____
_____	_____
_____	_____

STATE OF OHIO , COUNTY OF MONTGOMERY , SS:

Executed before me on the ____ day of _____, 2006 by

CITY OF CENTERVILLE

BY: _____	TITLE: _____
AND: _____	TITLE: _____

Who, under penalty of perjury in violation of Section 2921.11 of the Revised Code, represented to me to be said person(s).

Notary Public

This Instrument Prepared By
Real Estate Services Department
The Dayton Power and Light Company
Project Number: 28077
879cw

THE DAYTON POWER AND LIGHT COMPANY - LAND SURVEY

SURVEYED BY B. BARLOW	OWNER	PROJ. NO. 28077
DATE SURVEYED 4-3-06	CITY OF CENTERVILLE, OHIO	SHEET 3 OF 3 SHEETS
DRAWN BY B.B.	LOCATION	GAS <input type="checkbox"/> ELECTRIC <input checked="" type="checkbox"/>
CHECKED	AS SHOWN	DATE 4-0-
APPROVED	CORP. <input checked="" type="checkbox"/> TWP. <input type="checkbox"/> CENTERVILLE ACRES	REV.
APPROVED	COUNTY MONTGOMERY SEC. 4 & 5 T. 2 R. 5 M. 5	SCALE 1" = 200'

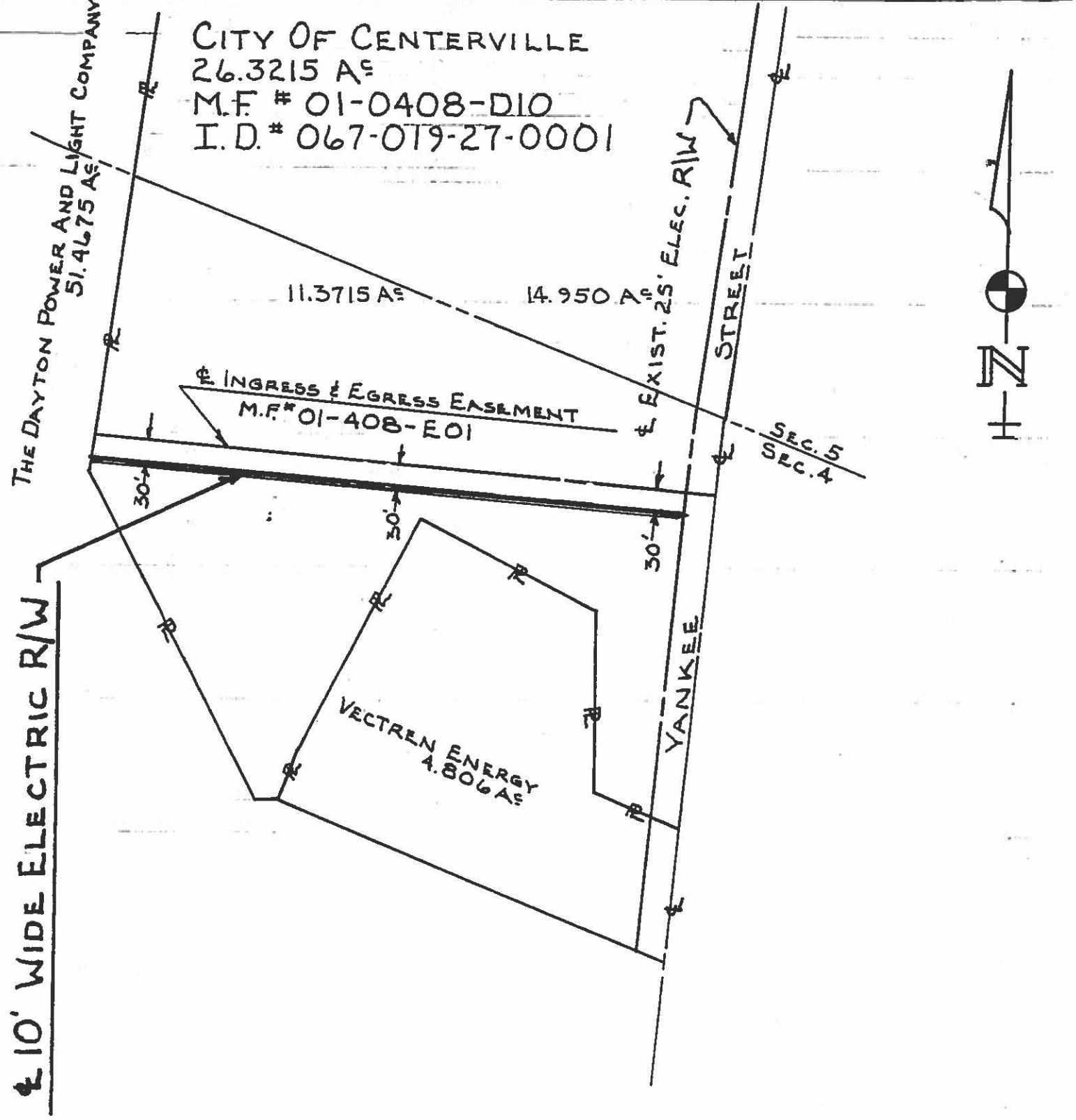


EXHIBIT 'A'