

RESOLUTION NO. 19-05
CITY OF CENTERVILLE, OHIO

SPONSORED BY COUNCILMEMBER Robert L. Corbin ON THE
16th DAY OF May, 2005.

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 PROVIDE FOR THE RELOCATION OF A TRANSMISSION LINE WHICH PROVIDES SERVICE TO YANKEE TRACE.

WHEREAS, it is necessary for the City of Centerville to grant unto The Dayton Power & Light Company a right of way and easement to provide for the relocation of a transmission line which provides service to Yankee Trace, and

WHEREAS, to accomplish this The Dayton Power & Light Company has requested a right of way and easement 10, 50 and 75 feet in width and the centerline shall be approximately along the following course identified on Exhibit "A" attached hereto and made a part hereof, east of Yankee Street, being tracts of land containing 309.426 and 30.772 acres, more or less, situated in Section 4, Town 2, Range 5MRS and being a part of the same premises conveyed in a Quit Claim Deed recorded on Microfiche Number 94-0742 DO4 of the Deed Records of Montgomery County, Ohio. Parcel I.D. Numbers: R72-068-11-16-6, 12 & 13.

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 to provide for the relocation of a transmission line which provides service to Yankee Trace, in accordance with said request for right of way and easement which is attached hereto and made a part hereof, marked as Exhibit "A".

PASSED this 16th day of May, 2005.

Mark Kengreel
Mayor of the City of Centerville, Ohio

ATTEST:

Marilyn McLaughlin
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 19-05, passed by the Council of the City of Centerville, Ohio, on the 16th day of May, 2005.

Marilyn McLaughlin
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 EXHIBIT "A"
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 a tracts of land containing 309.426 and 30.772 acres, more or less, situated in Section 4, Town 2, Range 5MRS and being a part of the same premises conveyed in a Quit Claim Deed recorded on Microfiche Number 94-0742 D04 of the Deed Records of Montgomery County, Ohio.
Parcel I. D. Numbers: R72-068-11-16-6, 12 & 13

Said right of way and easement shall be 10, 50 & 75 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), twenty-five (25) and thirty-seven and half (37.5) 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 _____, 2005.

GRANTORS:

CITY OF CENTERVILLE

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

STATE OF OHIO , COUNTY OF MONTGOMERY , SS:

Executed before me on the ____ day of _____, 2005 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: 32291
862cw

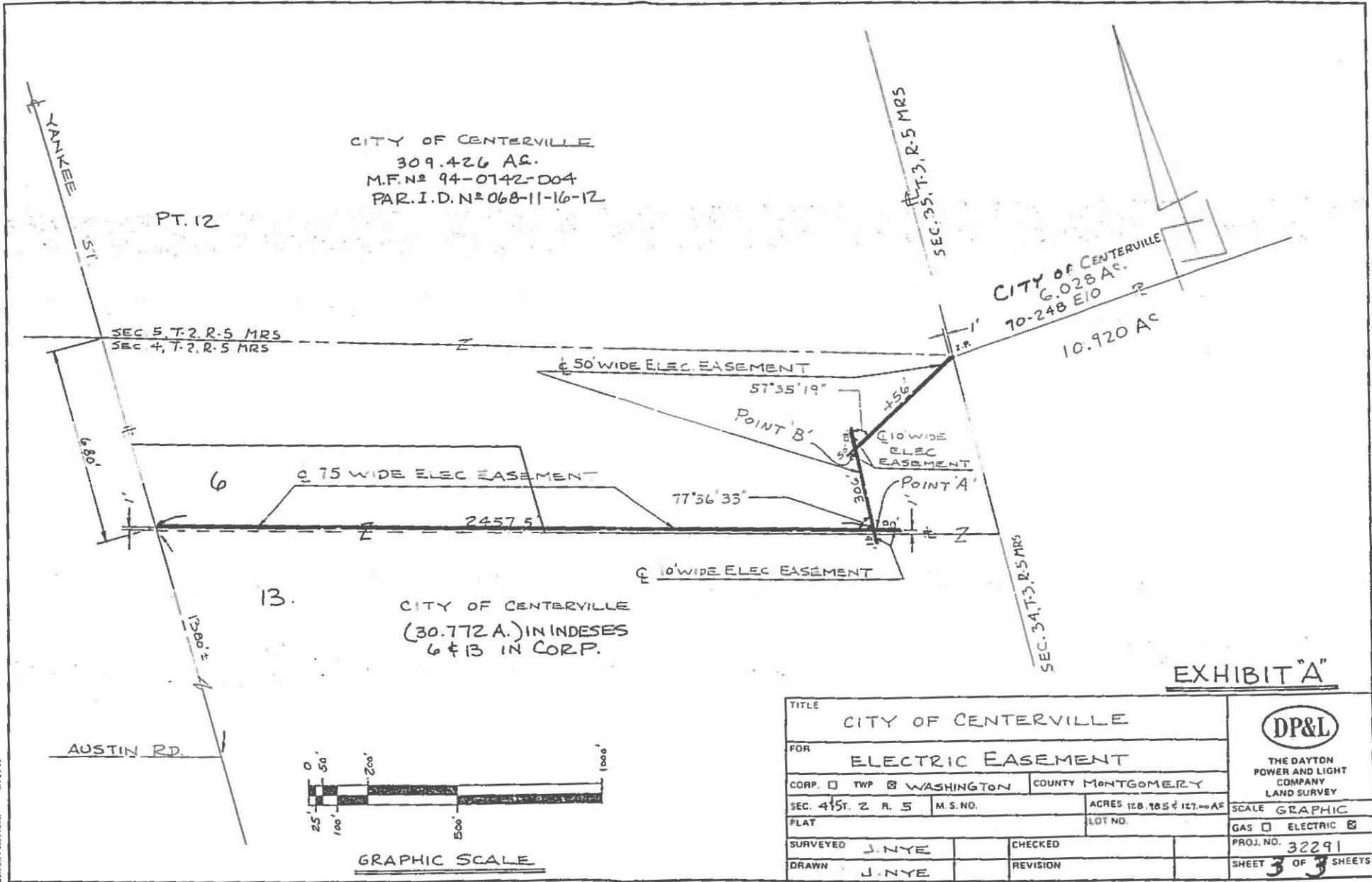



EXHIBIT "A"

TITLE CITY OF CENTERVILLE		 THE DAYTON POWER AND LIGHT COMPANY LAND SURVEY
FOR ELECTRIC EASEMENT		
CORP. <input type="checkbox"/> TWP <input checked="" type="checkbox"/> WASHINGTON	COUNTY MONTGOMERY	
SEC. 4 <input type="checkbox"/> ST. 2 R. 5	M. S. NO.	ACRES 128.185 & 127.44 AC
PLAT	LOT NO.	
SURVEYED J. NYE	CHECKED	GAS <input type="checkbox"/> ELECTRIC <input checked="" type="checkbox"/>
DRAWN J. NYE	REVISION	PROJ. NO. 32291
		SHEET 3 OF 3 SHEETS

G&L CITY PLAN 7/1/11 8723948