

RESOLUTION NO. 7-94  
CITY OF CENTERVILLE, OHIO

SPONSORED BY COUNCILMEMBER Sally Beels ON THE  
17th DAY OF January, 1994.

A RESOLUTION AUTHORIZING THE CITY MANAGER  
ON BEHALF OF THE CITY OF CENTERVILLE, OHIO  
TO EXECUTE AN OPTION FOR UNDERGROUND RIGHT  
OF WAY WITH THE DAYTON POWER AND LIGHT  
COMPANY.

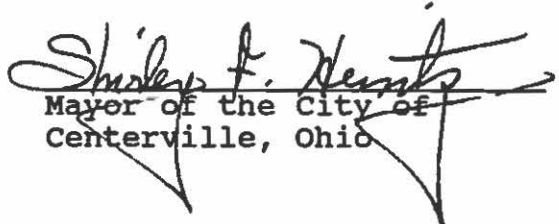
WHEREAS, property located at 5241 Far Hills Avenue, more particularly referred to as Bethany Lutheran Village, is deeded to the City of Centerville in Book Number 16, Page 8, Index 1, 2 and 6 of the Auditor's Records of Montgomery County, Ohio, and

WHEREAS, the Dayton Power and Light Company has requested a right of way and easement for underground electric lines for the transmission and/or distribution of electric energy necessary for the construction of a new facility at Bethany Lutheran Village.

NOW, THEREFORE, THE MUNICIPALITY OF CENTERVILLE HEREBY RESOLVES:

SECTION 1. That the City Manager is hereby authorized and directed to do all things necessary to execute an Option for Underground Right of Way between the City of Centerville and the Dayton Power and Light Company, on behalf of the City of Centerville, said Option being that which is attached hereto, marked Exhibit "A" and incorporated herein.

PASSED this 17th day of January,  
1994.

  
Mayor of the City of  
Centerville, Ohio

ATTEST:

  
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 7-94, passed by the Council of the City of Centerville, Ohio, on the 17th day of January, 1994.

  
Clerk of Council

Approved as to form, consistency  
with the Charter and Constitutional Provisions.  
Department of Law  
Robert N. Farquhar  
Municipal Attorney

THE DAYTON POWER AND LIGHT COMPANY

OPTION FOR UNDERGROUND RIGHT OF WAY

EXHIBIT "A"

That the undersigned (hereinafter called "Grantor(s)"), in consideration of One Dollar (\$1.00) to them paid by The Dayton Power and Light Company, Courthouse Plaza Southwest, Dayton, Ohio 45402 (hereinafter called "Grantee"), the receipt of which is hereby acknowledged, do(es) contract and agree with said Grantee that on or before February 1, 1997, they will grant to said Grantee, its successors and assigns forever, but only to the extent of Grantor's right and ability to do so by a lawful right of way and easement, for the sum and price of \$1.00 (one) a right of way and easement for underground electric lines for the transmission and/or distribution of electric energy together with such above-ground electric feeder lines as may be required to serve such underground lines, and/or for any and all purposes for which electric energy is now or may hereafter be used, with all lines, wires, cables, conduits, manholes, grounding systems, counterpoises, communication circuits, equipment, which in the judgement of the Grantee, are necessary or incidental to the use of said right of way and easement, whether above or underneath the ground, with the right to add to, construct, reconstruct, erect, operate, repair, maintain, use, remove or replace such facilities at anytime, subject to the conditions hereinafter contained, in, over, upon, under and through the following premises, viz:

Situated in City of Centerville, Montgomery County, Ohio.

Being a 98.859 acre tract in Section 26, Town 2, Range 6 MRS  
Parcel I.D. Nos. 068-16-18-1, 068-16-18-2, 068-16-18-3, 068-16-18-4, 068-16-18-5,  
068-16-18-6

Said right of way and easement shall be 10 feet in width and the centerline shall be approximately along the following course:

Said right of way and easement can be further identified per Exhibit "A" attached hereto and made a part hereof.

In addition to the rights provided above, said grant of right of way and easement shall provide that:

Grantee, its successors and assigns, by and through its employees, servants and agents shall have the right of ingress and egress over the right of way and the adjoining premises of Grantor(s) to add to, construct, reconstruct, repair, maintain, use or remove its said facilities or parts thereof, and to cut, trim and remove or otherwise control such trees, roots, undergrowth or overhanging branches and/or other obstructions, both within and without the limits of said right of way and easement, as, in the opinion of Grantee, may now or at any time hereafter interfere with the construction, use, maintenance or successful operation of said facilities and/or the transmission and/or distribution of electric energy thereby.

Grantee, its successors and assigns, shall reimburse Grantor(s) for any damage or loss to growing crops and other property, including buildings and fences, that may be caused by the negligence of Grantee or its agents, servants, or employees, in the construction, repair use or removal of said facilities.

No buildings or other structures shall be erected within the limits of said right of way and easement by Grantor(s). No excavating or filling shall be done or be permitted by Grantor(s) within said right of way and easement, which in the opinion of Grantee would either (a) reduce or add to the distance between Grantee's said facilities and the land surface, (b) impair the land support of said facilities, (c) impair Grantee's ability to maintain said facilities, and/or (d) create a hazard.

Grantor(s) shall have the right to use the land within the limits of said right of way and easement in any other manner not inconsistent with the rights herein described.

Grantor(s) covenant with Grantee, that he/she/they are the true and lawful owner(s) of said premises and have full power to convey the rights hereby conveyed and he/she/they do warrant and will defend the same against the claims of all persons whomsoever.

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, Grantee may, but shall not be required to relocate or reconstruct its facilities so that Grantee's facilities as relocated or reconstructed are contained within Grantee's right of way as relocated so that the centerline of said right of way shall not be more than five (5) feet off the road right of way as widened or relocated.

All the covenants, agreements, stipulations, provisions, conditions and obligations contained herein, shall be considered as running with the land and shall extend to, bind and inure to the benefit of, as the case may require, the heirs, executors, administrators, successors and assigns of the Grantor(s) and Grantee respectively, as fully as if such words were written whenever reference to the Grantor(s) and Grantee occur in this option.

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

IN WITNESS WHEREOF, the Undersigned have hereunto subscribed their names this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

Witness:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

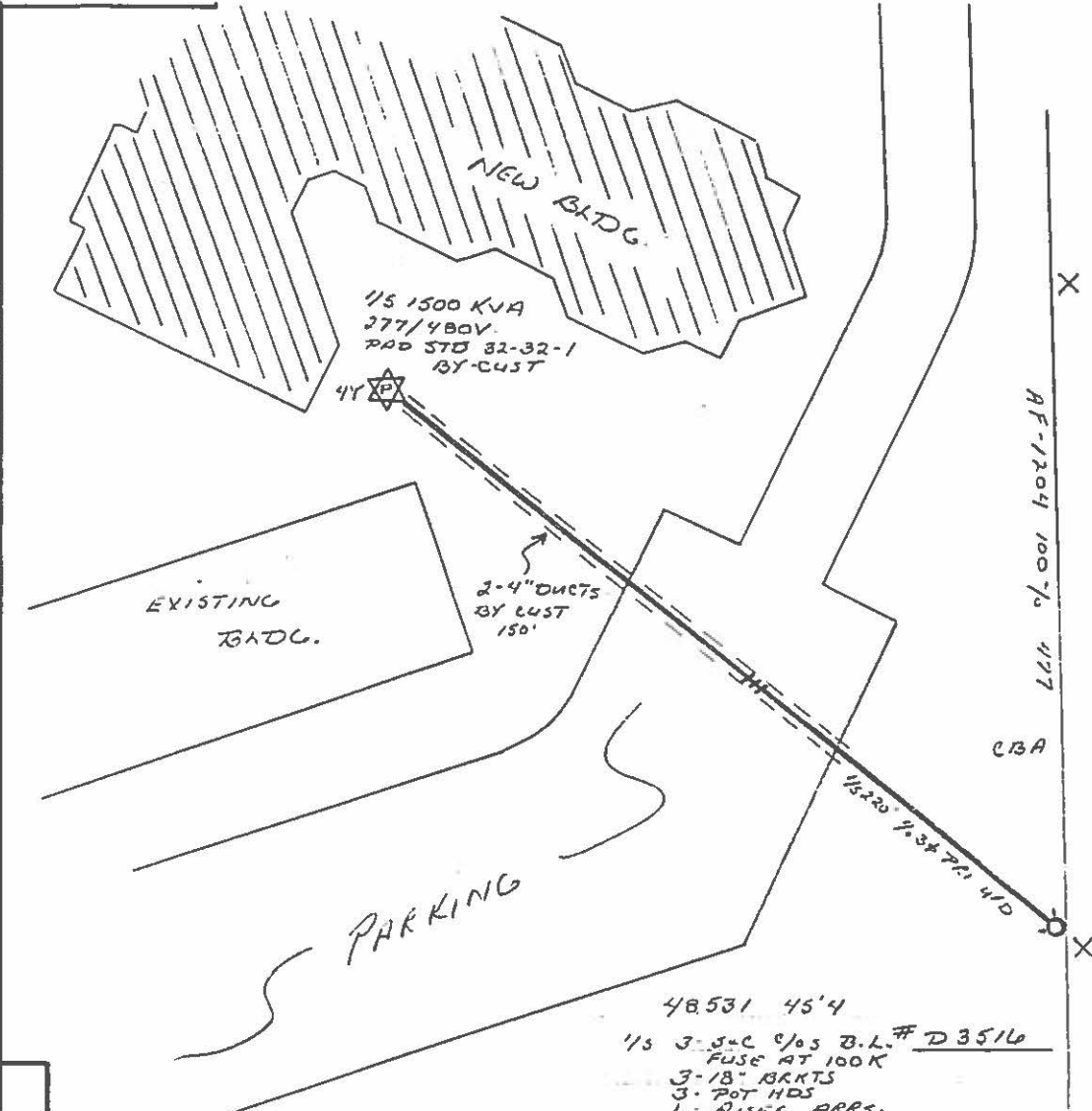
Signed:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Wife's or Husband's Given Name

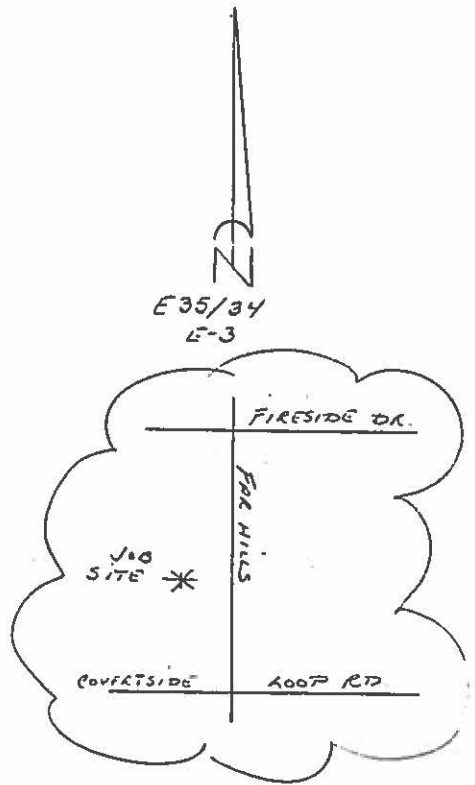
Address  
\_\_\_\_\_  
R. F. D.  
\_\_\_\_\_  
Telephone

Date property was acquired: \_\_\_\_\_


Project No. 33112  
0021



FAR HILLS (ST CT 1/8)



NOTE!  
CUST. TO PROVIDE DRIVEWAY  
SUITABLE FOR CRANE TO DRIVE  
UP TO TRANSF.

|  |               |          |   |
|--|---------------|----------|---|
| TITLE BETHANY LUTHERAN VILLAGE<br>6241 FAR HILLS AVE       |               |          | <br>The Dayton<br>Power and Light<br>Company |
| WASH TWP MONTG CO.<br>FOR 1/5 ELECT SERVICE TO NEW<br>BLDG |               |          |   |
| SCALE 1"=30'   | PROJECT 33112 | MAP SEC. |   |
| DRAWN  |               | APPROVED |   |
| CHECKED  |               | APPROVED |   |
| ENGINEER (VENTURA)   |               | APPROVED |   |

REVISIONS