

RESOLUTION NO. 70-24
CITY OF CENTERVILLE, OHIO

SPONSORED BY COUNCILMEMBER Mark Engert ON THE
15th DAY OF July, 2024.

A RESOLUTION AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO AN ENCROACHMENT AGREEMENT WITH VECTREN ENERGY DELIVERY OF OHIO, LLC D/B/A CENTERPOINT ENERGY OHIO.

WHEREAS, the City of Centerville (the "City") owns property at 255 West Spring Valley Pike, as referenced as Tax parcel No. O68 00135 0016 (the "Property"); and

WHEREAS, Centerpoint Energy Ohio ("Centerpoint") has a 50-foot easement on the Property as set forth in Book 2010, Page 382 (the "Easement") and being part of the premises conveyed in I.R. Deed #1974-0136B12, as recorded in the Montgomery County Recorder's office; and

WHEREAS, the City is proceeding with improvements to the Property that requires encroachment into the Easement, as more fully described in the Encroachment Agreement attached hereto as Exhibit "1"; and

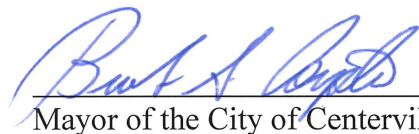
WHEREAS, Centerpoint has requested that the City enter into an Encroachment Agreement, attached hereto as Exhibit "1".

NOW, THEREFORE, THE MUNICIPALITY OF CENTERVILLE HEREBY RESOLVES:

Section 1. That the City Manager is hereby authorized and directed to do anything necessary to carry out the terms of said Encroachment Agreement, a copy of said Agreement is attached hereto and incorporated herein as Exhibit "1".

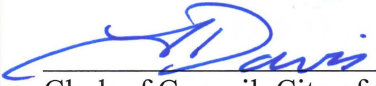
Section 2. This Resolution shall become effective at the earliest date allowed by law.

PASSED this 15th day of July, 2024.



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 70-24, passed by the Council of the City of Centerville, Ohio, on the 15th day of July, 2024.



Clerk of Council

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

Department of Law
Scott A. Liberman
Municipal Attorney

Encroachment Agreement

This Agreement made this _____ day of _____, 2024, by **Vectren Energy Delivery of Ohio, LLC, an Ohio limited liability company d/b/a CENTERPOINT ENERGY OHIO**, hereinafter referred to as "UTILITY," and **The City of Centerville, Ohio**, their successors and assigns hereinafter referred to as "GRANTEE."

WITNESSETH:

That in consideration of compliance with the following terms and conditions and for other valuable consideration, UTILITY has consented to the Grantee's constructing, installing, and maintaining **an asphalt trail, an asphalt road, and a curb ramp**, hereinafter referred to as "**Encroachment**," within UTILITY's natural gas pipeline easement and near its pipeline. This Agreement pertains to a 50-foot easement as set forth in Book 2010, Page 382 (the "Easement") and being part of the premises conveyed in I.R. Deed #1974-0136B12, as recorded in the Montgomery County Recorder's office, and located in the Section 30, Township 3, Range 5, in the City of Centerville, Montgomery County, Ohio, better identified as Auditor Parcel ID: 068- 00135-0016 and owned in fee by Grantee.

This Agreement shall become binding and enforceable upon Grantee's acceptance and performance of the following terms, conditions, and responsibilities:

1. This consent by UTILITY is not intended as a waiver of rights nor as a release of Grantee from any obligation, restriction or encumbrance to which Grantee's interest in the real estate is subject by virtue of any document including a deed, easement, lease, or plat, or by virtue of any governmental action including a statute, regulation, ordinance, permit, code or the statute of limitations with respect to adverse possession of the Encroachment, which shall not begin until after this Agreement is terminated. The Encroachment shall not restrict or impair UTILITY's access to its facilities, weaken the integrity of UTILITY's facilities nor otherwise interfere with UTILITY's use of the easement.
2. This Agreement shall be binding upon, enforceable by and inure to the benefit of the Grantee, UTILITY, and their respective heirs, personal representatives, successors, and assigns.

3. Both parties shall comply with the provisions of Ohio Revised Code 3781.25 to 3781.32 et seq. relating to damage to underground facilities.
4. UTILITY shall not be responsible for any resulting damage or injury to Grantee's Encroachment, including all costs and expenses, with the exception of any damages or injuries to third parties, which result from the sole negligence or willful misconduct of UTILITY.
5. Grantee understands and agrees that should the Encroachment fail to conform with the approved Encroachment, UTILITY has the right to require Grantee to modify or remove all or a portion of the Encroachment at Grantee's sole expense.
6. UTILITY hereby consents to the Encroachment, as depicted on Exhibit "A" attached hereto and made a part hereof.
7. In the event of the necessary removal of the Encroachment and/or appurtenances by UTILITY due to the operational need to conduct maintenance or repair work on said pipelines, restoration of the Encroachment and/or appurtenances shall be at the expense of the Grantee and shall be subject to this Agreement.
8. Grantee agrees that any future changes to the Encroachment and/or its appurtenances, including additions, expansions, replacement and/or rebuilding will not be done within UTILITY's easement.
9. UTILITY reserves the right to deny any modification or continuation of the Encroachment that will hamper its ability to safely and effectively maintain and operate its facilities.
10. UTILITY shall not be responsible for damages to property that cannot reasonably be removed or relocated, should UTILITY need to perform maintenance or fulfill other operational needs on its facilities located within the easement.
11. **This Agreement in no way grants consent for future encroachments.**
12. Grantee further agrees to coordinate any work within the easement by calling the local UTILITY Area Supervisor at 937-312-2536 at least 48 hours prior to commencing any work.

The parties hereby indicate their understanding and acknowledgment of the terms and conditions contained herein by executing this Agreement where indicated below. UTILITY hereby expressly states that its approval of the Encroachment as described in this document is conditioned upon Grantee's acceptance of the terms of this agreement and UTILITY further expressly states that the preparation of this document by UTILITY does not imply any acceptance or approval of the Encroachment until this document is signed by both parties. In the event this document is not executed by **May 28, 2024**, UTILITY withdraws its preliminary approval of the Encroachment and will consider the Encroachment to be constructed within its easement adverse to UTILITY's interests and consent and subject to removal by all means available to UTILITY. The undersigned persons executing this instrument on behalf of UTILITY represent and certify that they are duly elected officers of UTILITY and have been fully empowered to execute and deliver this instrument and that all necessary corporate action for the granting of such agreement has been taken and done. This Agreement may be executed by the parties in any number of counterparts and may be executed by way of facsimile or electronic transmission, each of which shall be deemed an original instrument, but all of which together shall constitute but one and the same instrument and all signatures so obtained will shall be deemed to be an original signature.

**Vectren Energy Delivery of Ohio, LLC, an Ohio limited liability company
d/b/a CENTERPOINT ENERGY OHIO**

_____,
Matthew R. Dowell
Manager, Land Management Division

STATE OF TEXAS)
) SS
COUNTY OF HARRIS)

This instrument was acknowledged before me on _____, 2024 by **Matthew R. Dowell, Manager of the Land Management Division of CenterPoint Energy Houston Electric, LLC, as Agent for Vectren Energy Delivery of Ohio, LLC, an Ohio limited liability company d/b/a CENTERPOINT ENERGY OHIO**, on behalf of said corporation. No oath or affirmation was administered to the signer with regards to this notarial act.

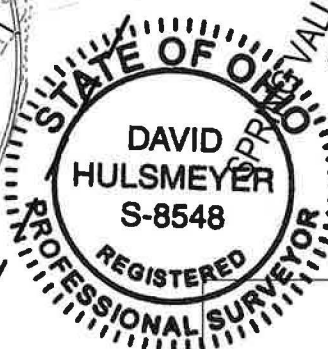
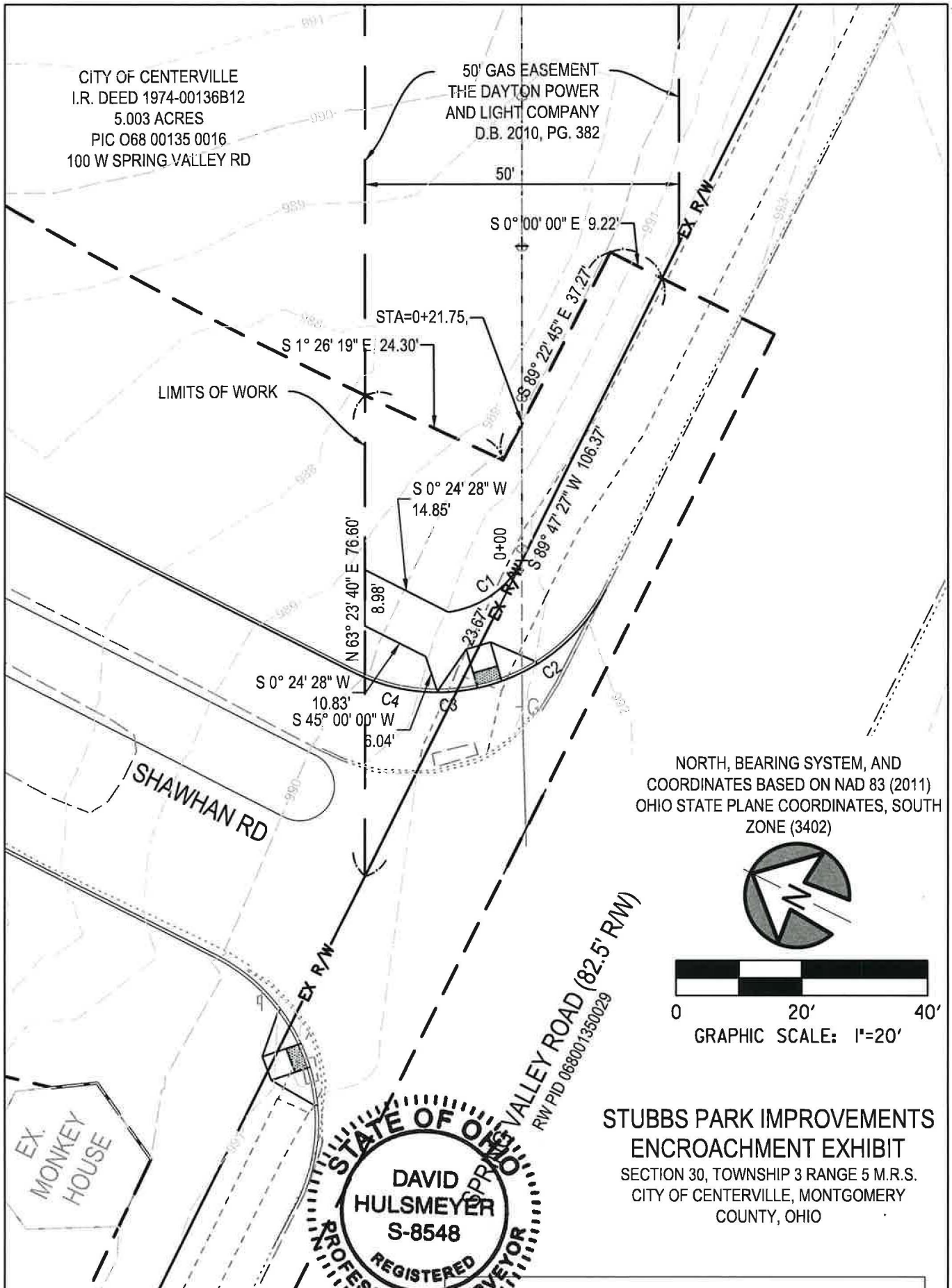
Notary Public

(Print Name)

My Commission expires:_____

This Instrument Prepared By:
Candice Munoz-Routh.
CenterPoint Energy Ohio
16000 Allisonville Road
Noblesville, Indiana 46060

EXHIBIT "A"



**STUBBS PARK IMPROVEMENTS
ENCROACHMENT EXHIBIT**
SECTION 30, TOWNSHIP 3 RANGE 5 M.R.S.
CITY OF CENTERVILLE, MONTGOMERY
COUNTY, OHIO

SURVEYOR'S CERTIFICATION

David Hulsmeyer 5/7/24
DAVID HULSMEYER DATE
OHIO REGISTERED PROFESSIONAL SURVEYOR
NO. 8548

CURVE TABLE

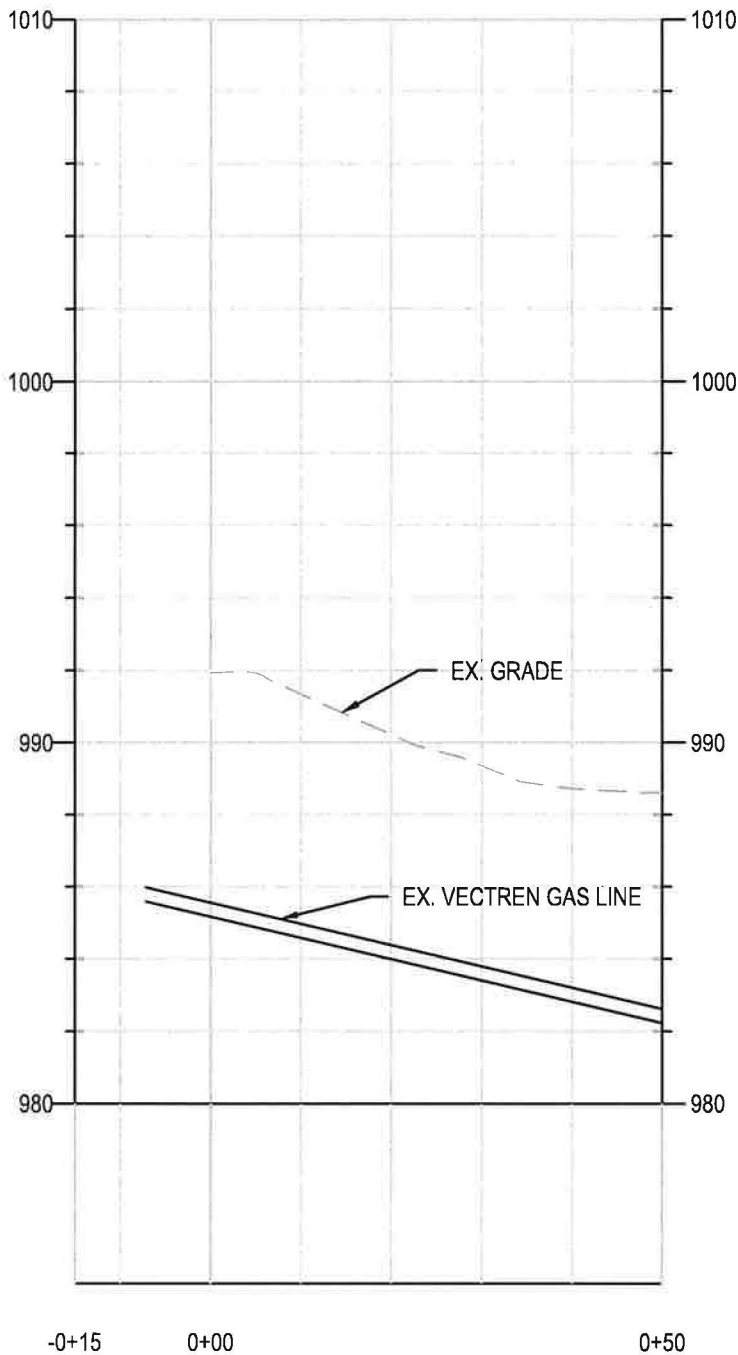
CURVE	DELTA	LENGTH	RADIUS	CHORD	CH LENGTH
C1	54.84	15.19	15.87	S61° 57' 30"E	14.62
C2	57.25	29.98	30.00	N61° 00' 53"W	28.75
C3	5.83	3.06	30.00	N29° 28' 16"W	3.05
C4	26.96	14.12	30.00	N13° 04' 23"W	13.99

THIS DRAWING IS NOT INTENDED TO BE REPRESENTED AS A
BOUNDARY SURVEY.

PROJECT: LEONARD B. STUBBS PARK IMPROVEMENTS				JOB #: 120983A.36
SUBJECT: ENCROACHMENT EXHIBIT - PLAN				DATE: 05-07-2024
DSGN: CM	DRWN: CM	CHKD: DH	SHEET NO: 1/2	SCALE: 1:20

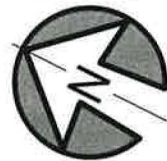
LJB Inc.com
(866) 552-3536
info@LJBInc.com

EXHIBIT "A"



PROFILE VIEW: ENCROACHMENT EXHIBIT
VERTICAL SCALE: 5

NORTH, BEARING SYSTEM, AND
COORDINATES BASED ON NAD 83 (2011)
OHIO STATE PLANE COORDINATES, SOUTH
ZONE (3402)



GRAPHIC SCALE: 1"=20'



SURVEYOR'S CERTIFICATION

David Hulsmeyer 5/7/24
DAVID HULSMEYER DATE

OHIO REGISTERED PROFESSIONAL SURVEYOR
NO. 8548

STUBBS PARK IMPROVEMENTS
ENCROACHMENT EXHIBIT
SECTION 30, TOWNSHIP 3 RANGE 5 M.R.S.
CITY OF CENTERVILLE, MONTGOMERY
COUNTY, OHIO

THIS DRAWING IS NOT INTENDED TO BE REPRESENTED AS A
BOUNDARY SURVEY.

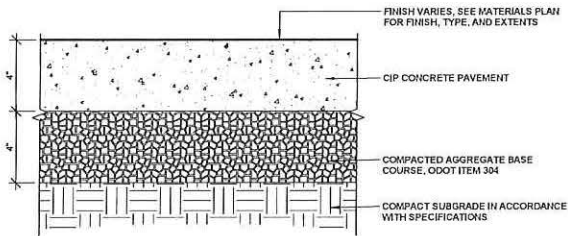
PROJECT: LEONARD B. STUBBS PARK IMPROVEMENTS			JOB #: 120983A.36
SUBJECT: ENCROACHMENT EXHIBIT - PROFILE			DATE: 05-07-2024
DSGN: CM	DRWN: CM	CHKD: DH	SHEET NO: 2/2
			SCALE: 1:20



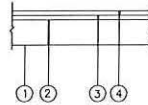
LJBInc.com
(866) 552-3536
info@LJBInc.com

EXHIBIT "A"

- NOTES:
1. EXPANSION AND CONTROL JOINTS AS SHOWN ON PLAN.
 2. PROVIDE FINISHING ON CONCRETE SURFACES AFTER EDGE TOOLING. PROVIDE 1/4" RAD. ON ALL SLAB EDGES.
 3. CONTRACTOR SHALL SUBMIT A MIX DESIGN FOR REVIEW AND APPROVAL PRIOR TO PAVING.



1 PEDESTRIAN CONCRETE PAVING
3" = 1'-0"

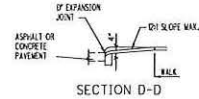
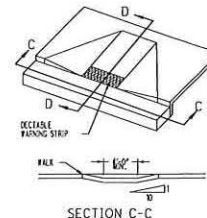


- 1 ITEM 204 ~ SUBGRADE COMPACTION - 8" MINIMUM
- 2 ITEM 304 ~ AGGREGATE BASE, 8" COURSE
- 3 ITEM 441 ~ ASPHALT CONCRETE, 2.5" INTERMEDIATE COURSE
- 4 ITEM 441 ~ ASPHALT CONCRETE, 1.5" SURFACE COURSE

NOTE:

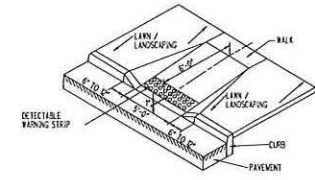
1. ALL ITEM NUMBERS REFER TO STATE OF OHIO DEPARTMENT OF TRANSPORTATION, CONSTRUCTION AND MATERIALS SPECIFICATIONS, 2019 EDITION OR LATEST REVISION THEREOF.
2. CONTRACTOR SHALL SUBMIT A MIX DESIGN FOR ENGINEERING REVIEW AND RECEIVE APPROVAL PRIOR TO PAVING.

ASPHALT PAVEMENT SECTION
NOT TO SCALE



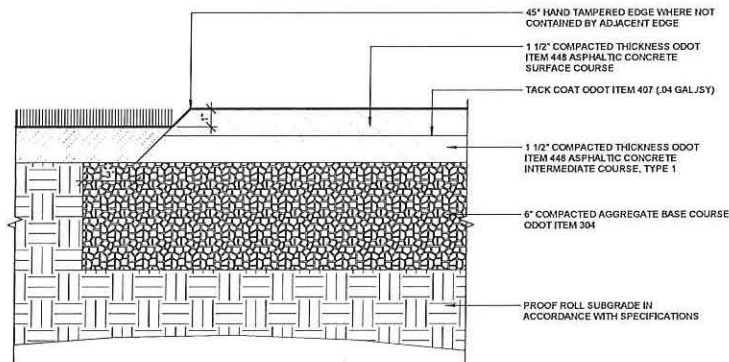
CURB RAMP

ALL CROSS-SLOPES AND CRACKS SHALL CONFORM TO ADA STANDARDS

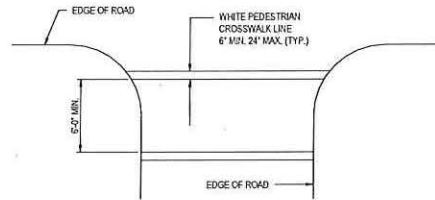


HANDICAP RAMP DETAIL
NOT TO SCALE
ALL CROSS-SLOPES AND CRACKS SHALL CONFORM TO ADA STANDARDS

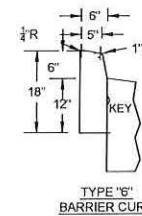
- NOTES:
1. TRAIL TO HAVE A MINIMUM CROSS SLOPE OF 1% AND NOT EXCEED A MAXIMUM CROSS SLOPE OF 2%.
 2. EXTEND COMPACTED AGGREGATE BASE COURSE 3' BEYOND END OF PAVEMENT.
 3. CONTRACTOR TO PROVIDE AND INSTALL REINFORCING FABRIC IN AREAS OF UNSTABLE GRADE. CONTRACTOR TO INDICATE AREAS TO RECEIVE REINFORCEMENT BY PROOF ROLLING SUBGRADE WITH PINK REPRESENTATIVE PRESENT. CONTRACTOR TO PROVIDE A UNIT COST IN THEIR BID.



2 ASPHALT TRAIL
3" = 1'-0"



CROSSWALK DETAIL
NOT TO SCALE



NOTE:

1. USE AROUND MEDIANS SECTIONS AND ON THOROUGHFARES.
2. WHEN USED WITH CONCRETE PAVEMENTS, CURB SHALL BE KEYS AND NOT BE INTEGRALLY POURED.

DETAILS