

ORDINANCE O-16-13

AUTHORIZING THE GRANTING OF RIGHT OF WAY AND EASEMENT TO THE DAYTON POWER AND LIGHT COMPANY AS PART OF THE AIRBORNE CONNECTOR ROAD PHASE I PROJECT AND DECLARING AN EMERGENCY

WHEREAS, the City of Wilmington plans to commence the construction phase of the Airborne Connector Road, Phase I Project; and

WHEREAS, the City Council of the City of Wilmington has determined it is in the best interest of the City to grant a right of way and easement to the Dayton Power & Light Company, hereinafter referred to as the GRANTEE, for the nonexclusive right to relocate electrical facilities on city-owned real estate located near the site of the Airborne Connector Road Phase I.

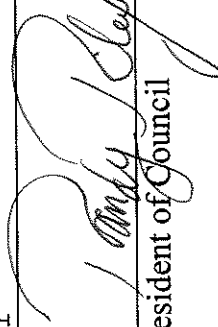
NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF WILMINGTON, STATE OF OHIO:

Section 1. That the City does hereby grant to the GRANTEE the right to relocate electrical facilities on that portion of city-owned real estate particularly described and identified in the Easement document, attached hereto and incorporated herein as "Exhibit A."

Section 2. That pursuant to ORC §735.05 the Director of Public Service be and hereby is authorized on the behalf of the City to execute The Dayton Power and Light Company Grant for Electric Right of Way and Easement document, in substantially similar form as the agreement attached hereto and incorporated herein as "Exhibit A."

Section 4. That this ordinance shall be in full force and effect from and after the earliest period allowed by law.

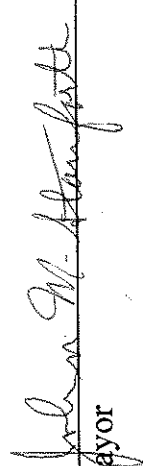
Passed this 7th day of April, 2016.


President of Council

ATTEST:


Clerk of Council

Approved by ~~me~~ this 7th day of April, 2016.


Mayor

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

Know all men by these presents that **The City of Wilmington, Ohio** (hereinafter "Grantor"), for valuable consideration provided by **THE DAYTON POWER AND LIGHT COMPANY**, an Ohio Corporation (hereinafter "Grantee"), does hereby grant to the Grantee, 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, underground lines, 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:

Situate in Virginia Military Surveys # 1096 & 2694, City of Wilmington, Clinton County, Ohio, and being a 1.844 acre tract of land conveyed to **The City of Wilmington, Ohio** by Quit Claim Deed as recorded in Official Record Volume 46, Page 532 of the deed records of said county.

Parcel I D: 290220301000000

Said Right of Way and Easement shall be **TEN (10)** feet in width and 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 shall 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. No excavating or filling shall be done or be permitted by the Grantor within 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.

6643-CITY

Exhibit A
0-16-13

The Grantor 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 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 covenants with the Grantee, that it is the true and lawful owner of the property herein described and has 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 has hereunto subscribed its name this 18th day of April, 2016.

STATE OF OHIO)

SS:)

COUNTY OF)

The foregoing instrument was acknowledged before me this 18th day of April, 2016 by
Brian A. Snidaker
City of Wilmington

GRANTOR:

The City of Wilmington, Ohio

Name: Brian A. Snidaker

Print: Brian Snidaker

Title: Director of Public Service

IF

Ashley Howard
NOTARY PUBLIC

This Instrument Prepared By:
Real Estate Services Department
The Dayton Power and Light Company
1900 Dryden Rd.
Dayton, OH 45439
Project Number 28470

II

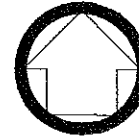
Notary Seal

ASHLEY E HOWARD, Notary Public
In and for the State of Ohio
My Commission Expires April 01, 2017

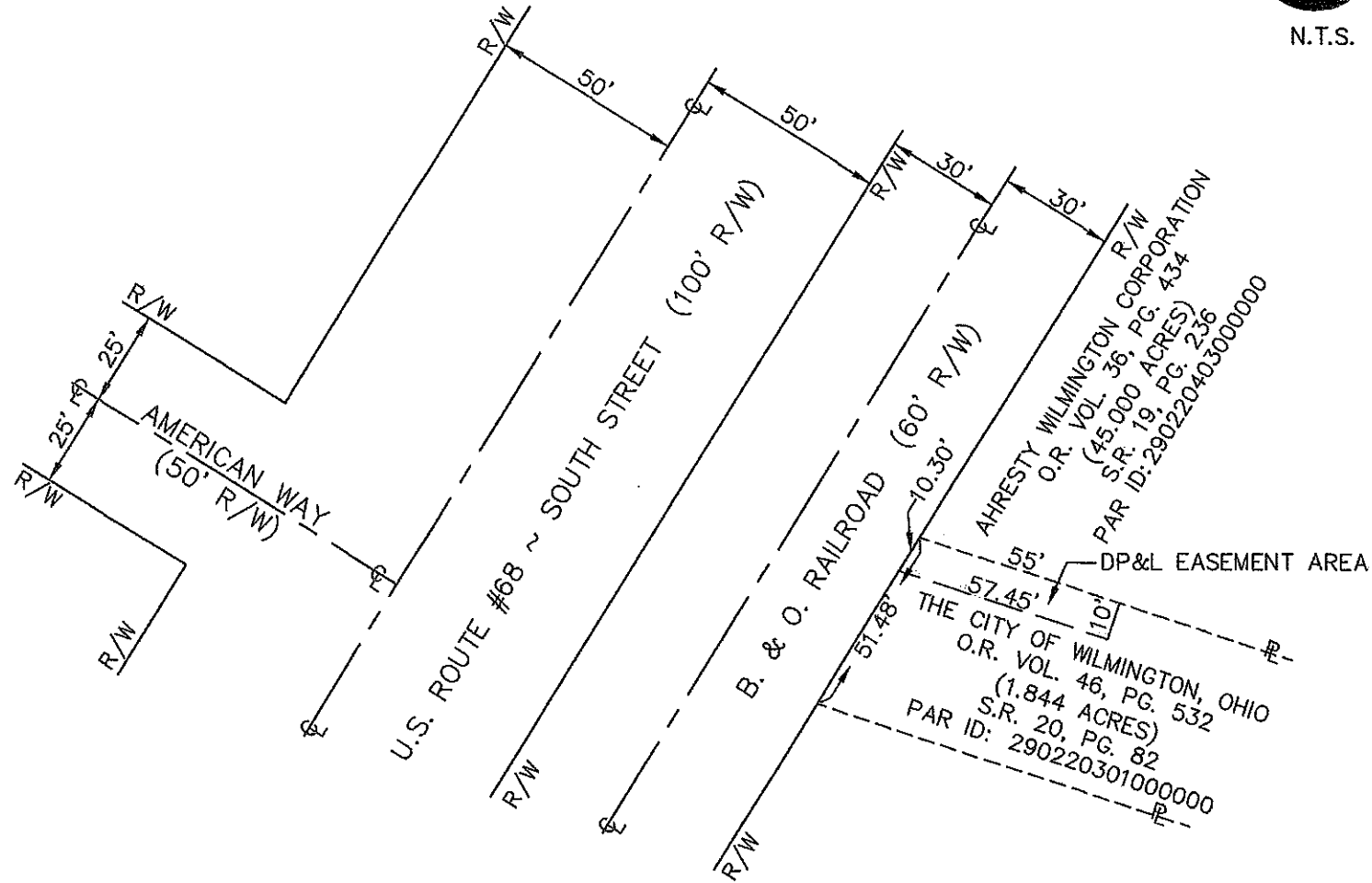
6643CITY

Exhibit A
O-16-13

EXHIBIT A
PROJECT NO. 28470



N.T.S.



6643-CITY

Exhibit A
0-16-13