

VILLAGE OF COVINGTON, OHIO

RESOLUTION R37-23

A RESOLUTION AUTHORIZING AN ELECTRICAL EASEMENT AGREEMENT
WITH DAYTON POWER AND LIGHT (AES)

WHEREAS, the Village of Covington owns Schoolhouse Park, specifically Inlot 571, parcel ID #H19-250058;

WHEREAS, the Village of Covington paid AES \$294,737.91 to move poles from within Schoolhouse Park as authorized by Resolution R22-23;

WHEREAS, AES submitted a plan and was approved by the Village of Covington to move the poles to the outside of the project boundaries;

WHEREAS, in order to provide the forgoing utility access necessary to adjacent homes, AES has requested an easement to place poles within Village owned property, as set forth in the attached Electric Right-of-Way and Easement;

WHEREAS, the Council of the Village of Covington desires to grant an appropriate easement to Dayton Power and Light (AES) as set forth in the attached Electric Right-of-Way and Easement Agreement;

NOW, THEREFORE, BE IT RESOLVED by the Council of the Village of Covington, Ohio:

SECTION 1: The Electric Right-of-Way and Easement Agreement attached as Exhibit A is approved and the Village Administrator is authorized to execute the agreement.

SECTION 2: This resolution shall be in effect at the earliest period as permitted by law.

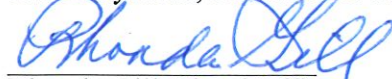
Approved: November 6, 2023



Edward L. McCord, Mayor

ABSENT

Jesse Reynolds, President of Council



Rhonda Gill, Fiscal Officer

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

Know all men by these presents that the Village of Covington, Ohio, (hereinafter "Grantors"), 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:

Village of Covington, County of Miami, State of Ohio

Being All of City Inlots 571, 572, 573, and 574, Plats Volume 2, Page 43. And being a part of the premises conveyed in a Warranty Deed #2019OR-04394 of the Official Records of Miami County, Ohio.

Parcel No. H19-250058

Said Right of Way and Easement shall be Ten Foot 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 shall have the right of ingress and egress over the right of way and the adjoining premises of the Grantors 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 Grantors. No excavating or filling shall be done or be permitted by the Grantors 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.

The Grantors 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 Grantors 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 Grantors covenant with the Grantee, that they 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.

If 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 Grantors have hereunto subscribed their names this _____ day of _____, 20____.

GRANTORS:

Village of Covington, Ohio

By: _____

Its: _____

STATE OF OHIO)
 SS:
COUNTY OF Miami)

The foregoing instrument was acknowledged before me this _____ day
of _____, 20____ by Village of Covington, Ohio,

By: _____, Its: _____, Grantors.

NOTARY PUBLIC

This Instrument Prepared By:
Real Estate Services Department
The Dayton Power and Light Company
1900 Dryden Rd.
Dayton, OH 45439
Project Number: 01.11.3427

