

RESOLUTION NO. 38-2022

Resolution granting a perpetual, non-exclusive easement to Duke Energy Ohio, Inc. for electric purposes on Township property located on Beckett Road with PID# M5610004000032

WHEREAS, Duke Energy Ohio, Inc. is responsible to supply electric to the public, and;

WHEREAS, to accomplish this, utility easements are provided so electric utility lines and poles can be accessed, repaired, replaced, and maintained, and;

WHEREAS, from time to time Duke Energy Ohio, Inc. needs to access the infrastructure to repair, replace, and upgrade and to perform such improvements and maintenance thereof, and;

WHEREAS, in consideration of the sum of one dollar (\$1.00), Duke Energy Ohio, Inc. is hereby requesting a perpetual, non-exclusive easement on Township property located on Beckett Road with PID# M5610004000032, for its successors and assigns to construct, reconstruct, operate, patrol, maintain, repair, replace, relocate, add to, modify and remove electric and/or telecommunication overhead line or lines, including but not limited to, all necessary and convenient supporting structures (such as poles), wires, cables, guy wires with anchors, grounding systems, counterpoises, and all other appurtenances, fixtures and equipment for the transmission and distribution of electrical energy, and for technological purposes (including but not limited to telecommunications), in, upon, over, along, under, through and across easement on Township property located on Beckett Road with PID# M5610004000032.

NOW, THEREFORE BE IT RESOLVED pursuant to Ohio Revised Code § 505.10(A)(6), the West Chester Township Board of Trustees does hereby agree to:

SECTION 1. Grant a perpetual, non-exclusive easement for the above purposes to Duke Energy Ohio, Inc. for Township owned property located on Beckett Road with PID# M5610004000032.


SECTION 2. Authorize the Township Administrator to make non-substantive changes with Law Director approval and to execute said easement and all necessary documents and to take other actions as necessary to carry out this Resolution.

Adopted this 6 day of December, 2022.

ATTEST:




Bruce Jones, Fiscal Officer



Mark S. Welch, Chair

YES

Yes/No



Ann Becker, Vice Chair

Yes

Yes/No




Lee Wong, Trustee

Yes

Yes/No

APPROVED AS TO FORM:



Donald L. Crain, Law Director

Prepared by: Duke Energy Ohio, Inc.
Return to: Duke Energy Ohio, Inc.
Attn: Tim L. Mehle
139 E. Fourth Street
Mail Code: EF-320
Cincinnati, OH 45202

Parcel # M5610004000032

EASEMENT

State of Ohio
County of Butler

THIS EASEMENT (“Easement”) is made this 6 day of December 2022, from **THE BOARD OF TRUSTEES OF WEST CHESTER TOWNSHIP, BUTLER COUNTY, OHIO (F.K.A. THE BOARD OF TRUSTEES OF UNION TOWNSHIP, BUTLER COUNTY, OHIO**, a body corporate and politic organized under the laws of the State of Ohio (“Grantor”, whether one or more), to **DUKE ENERGY OHIO, INC.**, an Ohio corporation (“Grantee”).

Grantor, for and in consideration of the sum of One and 00/100 Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant unto Grantee a perpetual and non-exclusive easement, to construct, reconstruct, operate, patrol, maintain, repair, replace, relocate, add to, modify, and remove electric and communication lines including, but not limited to, all necessary supporting structures, and all other appurtenant apparatus and equipment for the transmission and distribution of electrical energy, and for technological purposes related to the operation of the electric facilities and for the communication purposes of Incumbent Local Exchange Carriers (collectively, “Facilities”).

Grantor is the owner of that certain property described in Section 5, Township 2, Range 2, B.T.M., West Chester Township, Butler County, State of Ohio; being a part of a tract as recorded in Deed Book 6457, Page 78, in the Office of the Recorder of Butler County, Ohio (“Property”).

The Facilities shall be underground, except as needed on or above the ground to support the underground Facilities, and located in, upon, along, under, through, and across a portion of the Property within an easement area described as follows:

A strip of land fifteen feet (15') in uniform width, lying equidistant on both sides of a centerline, which centerline shall be established by the center of the Facilities as installed, along with an area ten feet (10') wide on all sides of the foundation of any Grantee enclosure/transformer, vault and/or manhole, and as generally shown on Exhibit "A", attached hereto and becoming a part hereof (hereinafter referred to as the "Easement Area").

The rights granted herein include, but are not limited to, the following:

1. Grantee shall have the right of ingress and egress over the Easement Area, Property, and any adjoining lands now owned or hereinafter acquired by Grantor (using lanes, driveways, and adjoining public roads where practical as determined by Grantee).
2. Grantee shall have the right to trim, cut down, and remove from the Easement Area, at any time or times and using safe and generally accepted arboricultural practices, trees, limbs, undergrowth, other vegetation, and obstructions.
3. Grantee shall have the right to trim, cut down, and remove from the Property, at any time or times and using safe and generally accepted arboricultural practices, dead, diseased, weak, dying, or leaning trees or limbs, which, in the opinion of Grantee, might fall upon the Easement Area or interfere with the safe and reliable operation of the Facilities.
4. INTENTIONALLY OMMITTED
5. INTENTIONALLY OMMITTED
6. Grantor shall not place, or permit the placement of, any structures, improvements, facilities, or obstructions, within or adjacent to the Easement Area, which may interfere with the exercise of the rights granted herein to Grantee. Grantee shall have the right to remove any such structure, improvement, facility, or obstruction at the expense of Grantor.
7. Excluding the removal of vegetation, structures, improvements, facilities, and obstructions as provided herein, Grantee shall promptly repair or cause to be repaired any physical damage to the surface area of the Easement Area and Property resulting from the exercise of the rights granted herein to Grantee. Such repair shall be to a condition which is reasonably close to the condition prior to the damage, and shall only be to the extent such damage was caused by Grantee or its contractors or employees.
8. All other rights and privileges reasonably necessary, in Grantee's sole discretion, for the safe, reliable, and efficient installation, operation, and maintenance of the Facilities.

The terms Grantor and Grantee shall include the respective heirs, successors, and assigns of Grantor and Grantee. The failure of Grantee to exercise or continue to exercise or enforce any of the rights herein granted shall not be construed as a waiver or abandonment of the right thereafter at any time, or from time to time, to exercise any and all such rights.

TO HAVE AND TO HOLD said rights, privilege, and easement unto Grantee, its successors, licensees, and assigns, forever. Grantor warrants and covenants that Grantor has the full right and authority to convey to Grantee this perpetual Easement, and that Grantee shall have quiet and peaceful possession, use and enjoyment of the same.

IN WITNESS WHEREOF, Grantor has signed this Easement under seal effective this 6 day of December, 2022.

THE BOARD OF TRUSTEES OF WEST CHESTER TOWNSHIP, BUTLER COUNTY, OHIO

Larry D. Burks
Signed Name

Larry D. Burks
Printed Name

Township Administrator
Title

State OF Ohio
COUNTY OF Butler

This certificate relates to an acknowledgment in connection with which, no oath or affirmation was administered to the document signer.

The foregoing instrument was acknowledged before me, a notary public in the county and state written above this 6 day of December, 2022 by Larry D. Burks as the Administrator/grantee of THE BOARD OF TRUSTEES OF WEST CHESTER TOWNSHIP, BUTLER COUNTY, OHIO, a body corporate and politic organized under the laws of the State of Ohio, on behalf of such a body corporate and politic organized under the laws of the State of Ohio.

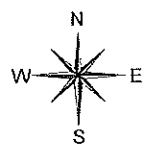
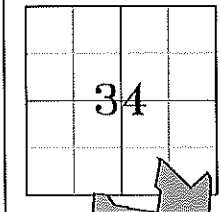
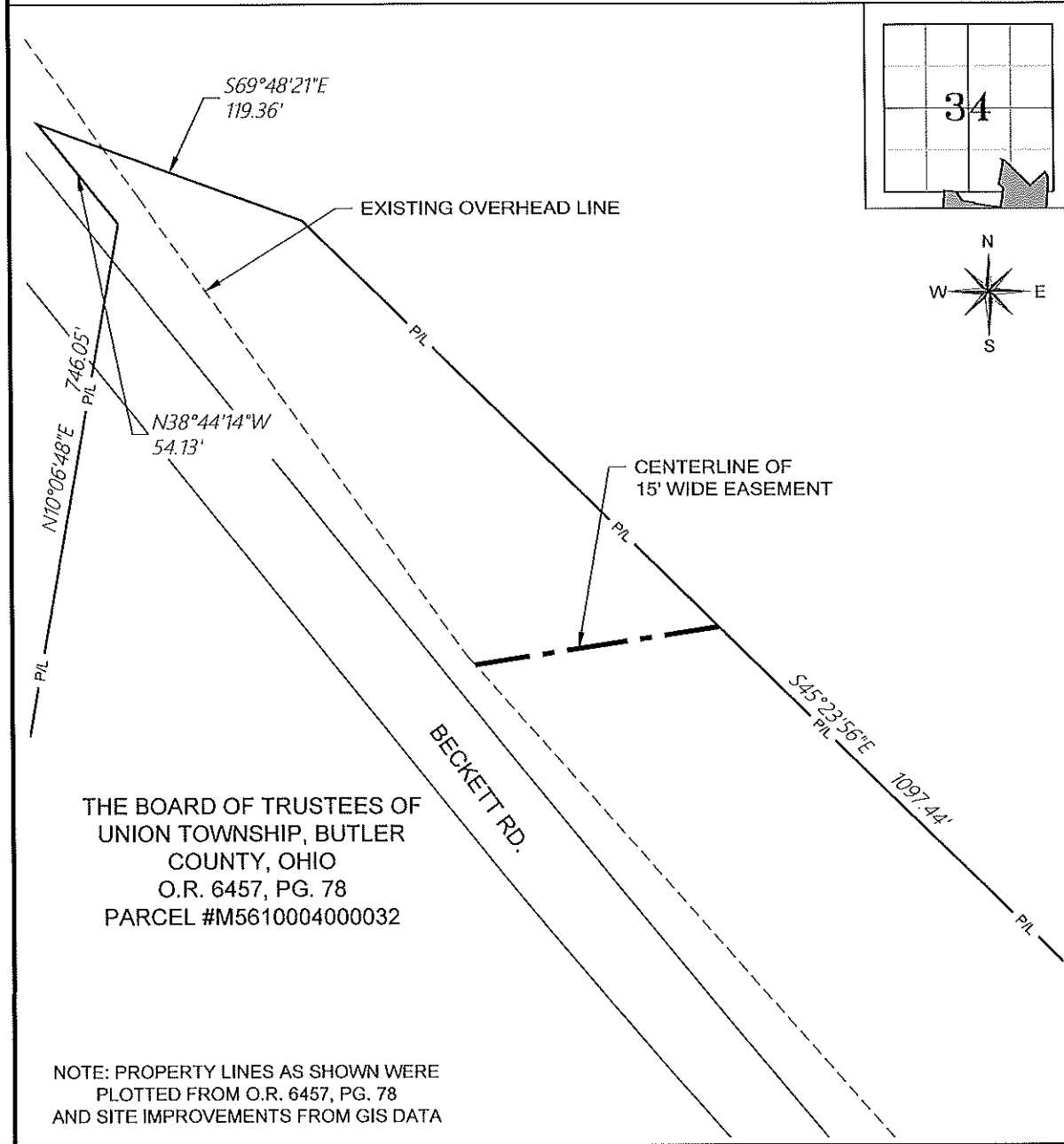
SEAL:

Signed: Jennifer G. Whittaker
Printed or Typed Name: Jennifer G. Whittaker
Commission expires: 4/16/2025
My County of Residence: Butler
My Commission Number: _____

This instrument was prepared by Janice L. Walker, Attorney at Law,
139 E. 4th St., Cincinnati, OH 45202.



THIS IS NOT A SURVEY. LOCATIONS SHOWN ARE APPROXIMATE. THE ACTUAL CENTERLINE LOCATION OF THE UTILITY LINE IS THE CENTERLINE OF THE EASEMENT.




THE BOARD OF TRUSTEES OF
UNION TOWNSHIP, BUTLER
COUNTY, OHIO
O.R. 6457, PG. 78
PARCEL #M5610004000032

NOTE: PROPERTY LINES AS SHOWN WERE
PLOTTED FROM O.R. 6457, PG. 78
AND SITE IMPROVEMENTS FROM GIS DATA

BUTLER COUNTY, OHIO

SITE NAME: UNION TOWNSHIP SECTION 34 T-2, R-2, B.T.M.

	DR. JM	EXHIBIT MAP OF: EASEMENT
	CK. NPA	EXHIBIT MAP FOR: THE BOARD OF TRUSTEES OF UNION TOWNSHIP, BUTLER COUNTY, OHIO
	DATE 09/22/2022	LOCATION BECKETT ROAD, WEST CHESTER, OH
EXHIBIT 'A'		WO #41193670