

ORDINANCE NO. OR13-24

AN ORDINANCE BY THE TROTWOOD CITY COUNCIL GRANTING A NON-EXCLUSIVE RIGHT OF WAY AND EASEMENT ON CITY-OWNED PROPERTY IDENTIFIED AS PARCEL ID NOS. H33 00608 0034 AND H33 00618 0023 TO THE DAYTON POWER AND LIGHT COMPANY, AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN ELECTRIC RIGHT OF WAY AND EASEMENT AGREEMENT, AND DECLARING AN EMERGENCY.

WHEREAS, the City of Trotwood owns land identified as Parcel ID Nos. H33 00608 0034 and H33 00618 0023, which land serves as a drainage ditch near Palos Verdes Court and Downey Lane, running underneath Colwood Street; and

WHEREAS, it is necessary for the City of Trotwood to grant a non-exclusive right of way and easement on this land to The Dayton Power and Light Company (“DP&L”) to facilitate the installation of electric service to a new residence; and

WHEREAS, the City Manager recommends City Council authorize him, on behalf of the City, to grant the non-exclusive right of way and easement to DP&L and to execute an Electric Right of Way and Easement Agreement on the City’s behalf; and

WHEREAS, for the immediate preservation of the public peace, health, safety, and welfare of the residents of the City of Trotwood and to avoid new construction delays, it is necessary that this Ordinance take immediate effect.

NOW, THEREFORE, BE IT ORDAINED BY A VOTE OF FIVE (5) MEMBERS OF THE COUNCIL OF THE CITY OF TROTWOOD, STATE OF OHIO:

SECTION I: The Trotwood City Council hereby authorizes the granting of a non-exclusive right of way and easement on City-owned property identified as Parcel ID Nos. H33 00608 0034 and H33 00618 0023.

SECTION II: The Trotwood City Council further authorizes the City Manager to enter into an Electric Right of Way and Easement Agreement with DP&L that is in substantially similar form as the Agreement attached hereto and incorporated herein as Exhibit “A”.

SECTION III: The Trotwood City Council declares that an emergency exists so to protect the public peace, health, safety, and welfare of the City’s residents and to avoid new construction delays, which therefore requires the expedited implementation of this legislation.

SECTION IV:

It is hereby found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council, and that any and all deliberations of this Council that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements, including but not limited to, Section 121.22 of the Ohio Revised Code.

SECTION V:

In accordance with Section 4-6 of the Charter of the City of Trotwood, Ohio, this Ordinance shall take effect immediately upon its adoption by Council.

Passed this 3rd day of September, 2024.

ATTEST:

APPROVED:



KARA B. LANDIS
CLERK OF COUNCIL



YVETTE F. PAGE
MAYOR



TYNA R. BROWN
VICE-MAYOR

CERTIFICATE OF RECORDING OFFICER

I, the undersigned, hereby certify that the foregoing is a true and correct copy of Ordinance No. OR13-24 adopted by the Trotwood City Council at a regular scheduled meeting held on the 3rd day of September, 2024, and that I am duly authorized to execute this certificate.

Signed this _____ day of _____, _____.

CLERK OF COUNCIL

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

Know all men by these presents that **the City of Trotwood, OH, a municipal corporation**, (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:

Situated in the City of **Trotwood**, the County of **Montgomery**, the State of Ohio. Being all of Lot No. 135 (0.535 Ac) of Newfield's Village Plat Book 98, Page 2 and Par. II, Tr. VII (0.688 Ac) of the Deed Records of Montgomery County, Ohio. And being the same premises described in a Quit Claim Deed DMF 79 728C10 of the Deed Records of the aforesaid county.

Parcel Nos. H33- 00608-0034 and H33-00618-0023

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:

The City of Trotwood, Ohio

By: _____

Its: _____

STATE OF OHIO)
) **SS:**
COUNTY OF **Montgomery**)

The foregoing instrument was acknowledged before me this _____ day of _____, 20__ by **The City of Trotwood,**

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:2002775077



ORI3-24

Map

Palos Verdes Ct

City Property

Colwood St

Downey Ln

4040

4050

4060

4070

4080

7751

7767

409