

ORDINANCE NO. 2021-06

AN ORDINANCE GRANTING AN EASEMENT TO DUKE ENERGY OHIO, INC. FOR THE UNDERGROUND TRANSMISSION OF NATURAL GAS AT 6262 HAMILTON-MIDDLETOWN ROAD.

WHEREAS, Duke Energy has requested an easement for the connection of two existing mains to increase the reliability of gas supply in the area of State Route 4.

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

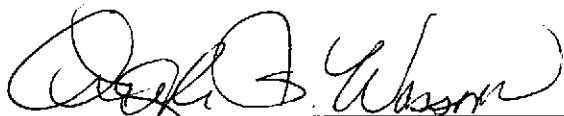
SECTION 1: Council hereby grants a permanent easement and temporary casement to Duke Energy of Ohio, Inc. as described in Exhibit "1" attached hereto and made a part hereof.

SECTION 2: This measure shall take effect and be in full force from and after the earliest date allowed by law.

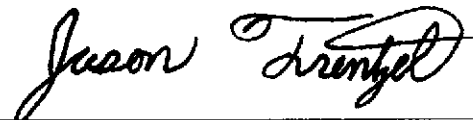
PASSED: February 23, 2021

ATTEST:

APPROVED:



Clerk of Council



Mayor

First Reading: February 9, 2021

This legislation was enacted in an open meeting suant to the terms and provisions of the Sunshine aw, Section 121.22 of the Ohio Revised Code.

I, the undersigned Clerk of Council of the city of Monroe, Ohio, hereby certify the foregoing (ordinance or resolution) was published as required by Section 7.16 of the Charter of the City of Monroe.



Clerk of Council
City of Monroe, Ohio

EASEMENT

Return Recorded Document To: _____

STATE OF OHIO LINE NO. _____
COUNTY OF BUTLER PROJECT TRACT NO. _____
PARCEL ID # C1800012000012 PROJECT NO. AW2133
LAND UNIT NO. GD10

THIS "EASEMENT" is made and granted as of this ____ day of _____, 2021, from MUNICIPALITY OF MONROE, ("Grantor", whether one or more), to DUKE ENERGY OHIO, INC., an Ohio corporation ("Grantee", Duke Energy).

WHEREAS, Grantor is the owner of, or has an interest in, that property situated in the County of Butler County, Ohio, as more particularly described in the instrument recorded in Book 5084, Page 519, Butler County Recorder (the "Property").

NOW, THEREFORE, Grantor for and in consideration of the sum of \$1.00 and other valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, hereby grants, bargains, sells, and conveys unto Duke Energy Ohio, Inc., its successors and assigns the following easement(s) and right(s) of way under, upon, over, through, and across the Property, as shown on the survey attached hereto as Exhibit A and incorporated herein by reference (the "Survey"). For purposes of this EASEMENT, the term "Easements" shall refer collectively to all easements described herein and as depicted on the Survey and the term "Easement Areas" shall refer collectively to all the easement areas described herein and as depicted on the Survey.

Permanent Easement. A perpetual easement generally fifty (50') feet wide for purposes of constructing, installing, maintaining, operating, repairing, altering, replacing, removing, relocating, inspecting, upgrading, and protecting one or more pipelines (which pipelines shall be underground) and appurtenant facilities (including, without limitation, valves, markers, cathodic protection equipment, and anode beds) for the transportation of natural gas under, upon, over, through, and across that portion of the Property designated "Permanent Easement" on the Survey (the "Permanent Easement Area").

Temporary Construction Easement. A temporary right to use the area designated "TCE" on the Survey (the "TCE Area") for the purposes of performing construction activities and laying, storing, erecting, parking, and/or protecting any equipment, vehicles, materials, fill, components, parts, and tools associated with the construction of Duke Energy's natural gas pipelines and appurtenant facilities for which this TCE is given, which may or may not be located on the Property. Duke Energy shall have the right, but not the obligation, to install temporary fencing around the TCE Area and to exclude all persons, including Grantor, from any fenced portions of the TCE Area.

The TCE shall terminate upon Duke Energy placing all facilities for which this TCE is given in service and the release of Duke Energy from its obligations under all permits issued for construction of such facilities including, without limitation, all sedimentation and erosion control permits. Upon completion of construction and all facilities being placed in service, Duke Energy shall restore the TCE Area to substantially the same condition as it existed prior to Duke Energy's entry thereon, ordinary wear and tear excepted. The temporary construction easement does not grant Duke Energy the right to place any permanent natural gas pipelines or appurtenant facilities in the TCE Area.

Duke Energy's Use. Duke Energy shall have all rights necessary or convenient for the full use and enjoyment of the rights herein granted, including, without limitation: (1) reasonable access across the Property to and from the Easement Areas, and (2) the right, but not the obligation, to keep the Easement Areas cleared of vegetation, undergrowth, trees (including overhanging limbs and foliage and any trees standing outside the Easement Areas which are substantially likely to fall onto the Easement Areas), buildings, structures, installations, and any other obstructions which unreasonably interfere with the rights granted herein (collectively, "Obstructions"). Some or all of the natural gas pipelines and appurtenant facilities (collectively, as described in the Easements granted herein, the "Facilities") may be installed now and/or in the future. All Facilities shall be and remain the property of Duke Energy and may be removed by it at any time and from time to time.

Grantor's Reservation of Rights. Grantor reserves the right to use the Property and Easement Areas for all purposes that do not unreasonably interfere with the rights granted herein and that are not inconsistent with the rules and regulations of the Ohio Utilities Commission, or any applicable federal, state, or local law, rule, or regulation. Grantor shall obtain written approval from Duke Energy prior to making any change in use of the Easement Areas, which approval shall not be unreasonably withheld, conditioned, or delayed. Anything to the contrary herein notwithstanding, Grantor shall not: (1) unreasonably interfere with Duke Energy's access to or maintenance of the Facilities or the Easement Areas; (2) endanger the safety of Grantor, Duke Energy, the general public, private or personal property, or the Facilities; or (3) install or maintain, or permit to be installed or maintained, any Obstructions within the Easement Areas except as approved in writing by Duke Energy.

Damages. Duke Energy shall be responsible for actual physical damage to: (1) the land within the Property and Easement Areas; and (2) improvements and annual crops located on the Property that are not in violation of the terms hereof, provided that such damage must be caused by Duke Energy in exercising the rights granted herein, and provided further that a claim is made by Grantor within one hundred and twenty (120) days after such damages are sustained. Duke Energy shall restore and level the surface of the Easement Areas to, as nearly as can be reasonably done, the same condition as prior to Duke Energy's use of the Easement Areas. Duke Energy shall not be liable for any damage caused to Obstructions or improvements installed in violation of the terms hereof and may remove them at Grantor's expense without Grantor's prior approval or permission.

No Waiver or Additional Representations. The failure by Duke Energy to exercise and/or enforce any of the rights, privileges, and Easements herein described shall not be construed as a waiver or abandonment of any such rights, privileges and Easements, and Duke Energy thereafter may exercise and/or enforce, at any time and from time to time, any or all of them. It is understood and acknowledged by the undersigned that the person securing this grant on behalf of Duke Energy is without authority to make any agreement with regard to the subject matter hereof which is not expressed herein, and that no such agreement will be binding on Duke Energy.

Ownership of the Property. Grantor represents, warrants and covenants that it is the lawful owner of the Property and has the right to convey the rights set forth herein and that the Property is free from all encumbrances, except for encumbrances of record. Grantor represents it has obtained any necessary approvals from any applicable mortgage and tenant interests.

To have and to hold said rights, privileges, and Easements unto Duke Energy, its affiliates, successors, and assigns. Duke Energy, its successors and assigns, shall have the right to assign, license, lease, or otherwise transfer, in whole or in part, this EASEMENT, or any rights granted herein, to any person or entity, including but not limited to, any affiliated parent or subsidiary entity of Duke Energy, for the uses and purposes expressly stated herein. This EASEMENT shall run with the land and inure to the benefit of and be binding upon Grantor, Duke Energy, and their respective heirs, successors and assigns.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, this EASEMENT has been signed under seal by Grantor, as of the date first above written.

MUNICIPALITY OF MONROE

By: _____
Name: _____
Title: _____

STATE OF OHIO
COUNTY OF _____

I, _____, a Notary Public for _____ County, _____, certify that _____ personally came before me this day and acknowledged that he (or she) is _____ of Municipality of Monroe, and that he (or she), in such capacity, being authorized to do so, executed the foregoing Easement on behalf of the municipality.

Witness my hand and official seal this the ____ day of _____, 2021.

[NOTARY SEAL]

Sign

Print

My commission expires: