

EMERGENCY ORDINANCE NO. 2021-10

AN ORDINANCE GRANTING AN EASEMENT TO DUKE ENERGY OHIO, INC. FOR THE PURPOSES OF THE INSTALLATION AND MAINTENANCE OF ELECTRIC LINES SERVING MONROE BICENTENNIAL COMMONS PARK AND DECLARING AN EMERGENCY.

WHEREAS, construction is occurring at Monroe Bicentennial Commons Park; and

WHEREAS, electric service is necessary to serve the Monroe Bicentennial Commons Park; and

WHEREAS, Council desires to grant an easement for electric lines for the installation and maintenance thereof.

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

SECTION 1: Council hereby grants a 15 foot perpetual easement to Duke Energy Ohio, Inc. for the installation and maintenance of electric lines serving Monroe Bicentennial Commons Park pursuant to the terms and conditions set forth on Exhibit "A" attached hereto and made a part hereof.

SECTION 2: This measure is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare and further for the reason that Council desires to avoid any delay in the construction so a portion of the Monroe Bicentennial Commons Park can be open to the public by September 2021. Therefore, this measure shall take effect and be in full force from and after its passage.

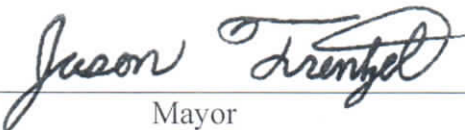
PASSED: March 23, 2021

ATTEST:



Clerk of Council

APPROVED:



Mayor

This legislation was enacted in an open meeting pursuant to the terms and provisions of the Sunshine Law, 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

Exhibit "A" E Ord No. 2021-10

Prepared by: Duke Energy Ohio, Inc.
Return to: Duke Energy Ohio, Inc.
Attn: Tim L. Mehle
139 E, Fourth St. – Mail Code EF320
Cincinnati, OH 45202

Parcel # C1800016100004
C1800016100005

EASEMENT

State of Ohio
County of Butler

THIS EASEMENT (“**Easement**”) is made this ____ day of _____ 20____, from **CITY OF MONROE, OHIO**, an Ohio Municipal corporation, (“**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 3, and Sections 35 and 36, Township 3, Range 3, City of Monroe, Butler County, State of Ohio; being part of City of Monroe Lot Nos. 2208, 2209, 2210, 2211, and 3517, as recorded in Deed Book 9099, Page 1365, 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. Grantee shall have the right to install necessary guy wires and anchors extending beyond the boundaries of the Easement Area.
5. Grantee shall have the right to relocate the Facilities and Easement Area on the Property to conform to any future highway or street relocation, widening, or alterations.
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 ____ day of _____, 20_____.

CITY OF MONROE, OHIO
an Ohio Municipal corporation

Signed Name

Printed Name

Title

_____ OF _____
COUNTY OF _____

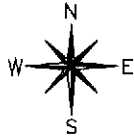
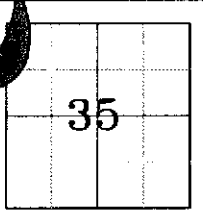
This certificate relates to an acknowledgment in connection with which, no oath or affirmation was administered to the document signer.

The foregoing instrument was acknowledged before me, a notary public in the county and state written above this _____ day of _____, 20_____ by _____ as the _____ of CITY OF MONROE, OHIO, organized under the laws of Ohio.

Signed: _____
Printed or Typed Name: _____
Commission expires: _____
My County of Residence: _____
My Commission Number: _____

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

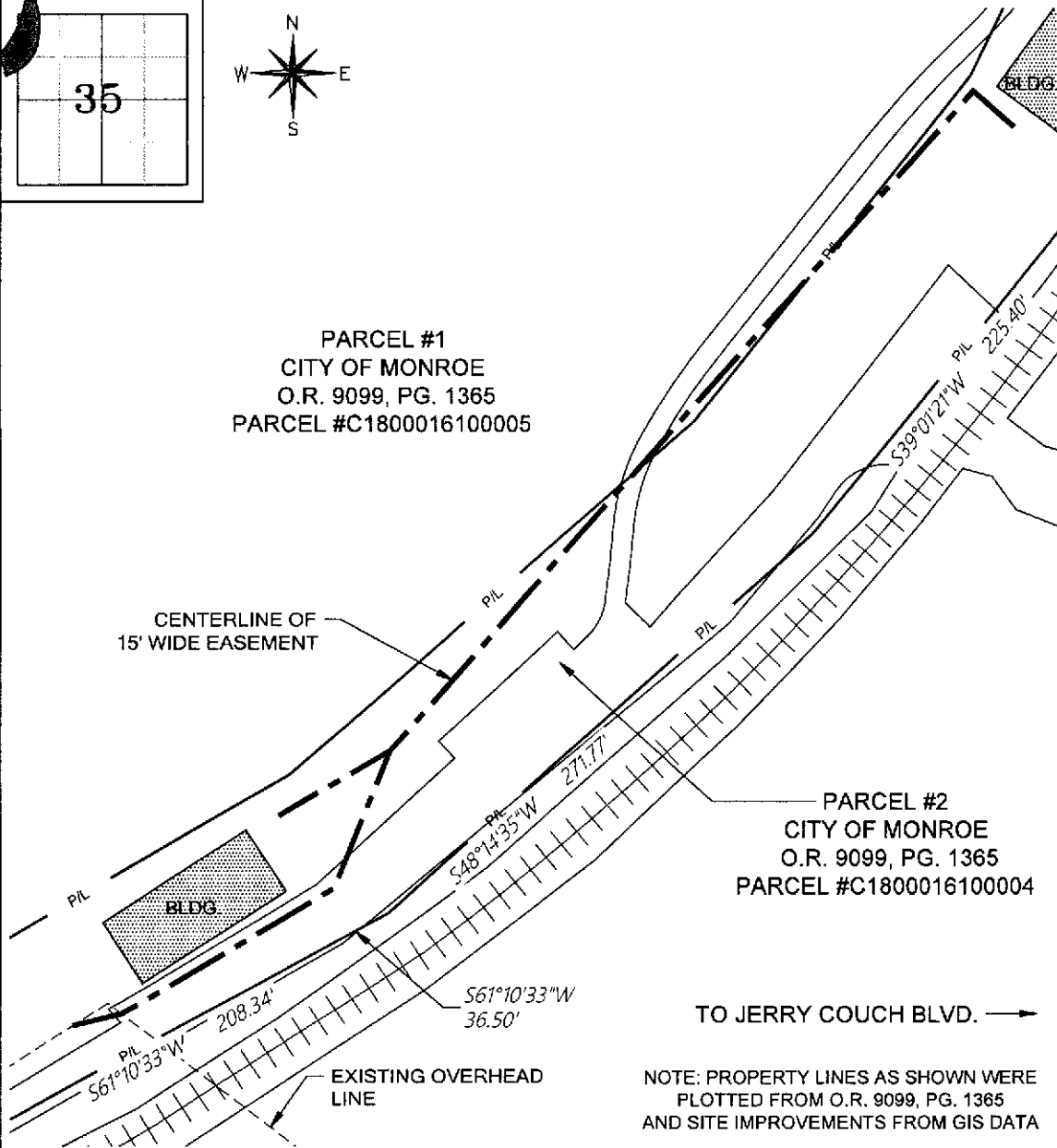
THIS IS NOT A SURVEY. LOCATIONS SHOWN ARE APPROXIMATE. THE ACTUAL CENTERLINE LOCATION OF THE UTILITY LINE IS THE CENTERLINE OF THE EASEMENT.



PARCEL #1
CITY OF MONROE
O.R. 9099, PG. 1365
PARCEL #C1800016100005

CENTERLINE OF
15' WIDE EASEMENT

PARCEL #2
CITY OF MONROE
O.R. 9099, PG. 1365
PARCEL #C1800016100004



TO JERRY COUCH BLVD. →

NOTE: PROPERTY LINES AS SHOWN WERE
PLOTTED FROM O.R. 9099, PG. 1365
AND SITE IMPROVEMENTS FROM GIS DATA

BUTLER COUNTY, OHIO

SITE NAME: LEMON TOWNSHIP SECTION 35 T-3, R-3



DR.	AM	EXHIBIT MAP OF:	EASEMENT
CK.	MT	EXHIBIT MAP FOR:	CITY OF MONROE
DATE	03/04/2021	LOCATION	250 JERRY COUCH BLVD, MONROE, OH
EXHIBIT 'A'			EMAX #39537550