



## LEGISLATIVE COVER MEMO

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**Introduction:** May 5, 2025

**Agenda Item:** **RESOLUTION 2025-22**

AUTHORIZING THE CITY MANAGER TO SIGN AN EASEMENT  
DEED FOR UTILITIES PURPOSES ON CITY OWNED PROPERTY

**Submitted by:** Jonathan Westendorf, City Manager

**Scope/Description:** The City is working with Duke Energy to install new public utility lines along Sixth Street and in Community Park (which will be underground). The City owns three parcels that would allow the utility companies to relocate their equipment

**Budget Impact:** None.

**Exhibits:** Exhibit: Easement

**Recommendation:** Approval.

CITY OF FRANKLIN, OHIO  
RESOLUTION 2025-22

**AUTHORIZING THE CITY MANAGER TO SIGN AN EASEMENT DEED FOR UTILITIES PURPOSES  
ON CITY OWNED PROPERTY**

WHEREAS, Section 3.03(i) of the City of Franklin Charter grants the power to sell or otherwise convey, lease, or grant interests, including easements, in real property to this Council;

WHEREAS, the City of Franklin owns property (parcels #0431252008, #0431252009, and #0431426001) that is for Parks and Recreation; and

WHEREAS, this Council finds it to be in the best interests of the health, safety and welfare of the City and its inhabitants to grant this easement, on the land owned by the City, to allow Duke Energy to use these properties to facilitate the removal of the overhead utilities,

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Franklin, Ohio, a majority of the members of Council present concurring, that:

Section 1. The City Manager is hereby directed to execute any Easement Deed for Utilities Purposes on these lands owned by the City.

Section 2. It is found that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council that resulted in this formal action were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code, and the Rules of Council.

Section 3. This Resolution shall become effective immediately upon its passage.

ADOPTED: May 5, 2025

ATTEST: \_\_\_\_\_  
Khristi Dunn, Clerk of Council

APPROVED: \_\_\_\_\_  
Brent Centers, Mayor

CERTIFICATE

I, the undersigned Clerk of Council for the Franklin City Council, do hereby certify that the foregoing is a true and correct copy of a resolution passed by that body on May 5, 2025.

\_\_\_\_\_  
Khristi Dunn, Clerk of Council

Prepared by: Duke Energy Ohio, Inc.  
Return to: Duke Energy Ohio, Inc.  
Attn: Megan Miller  
1000 E Main St  
Mail Code: WP989  
Plainfield, Indiana 46168

Parcel # 0431252008  
Parcel # 0431252009  
Parcel # 0431426001

## EASEMENT

State of Ohio  
County of Warren

THIS EASEMENT ("Easement") is made this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, from **THE CITY OF FRANKLIN, OHIO**, an Ohio municipal corporation a/k/a City of Franklin, State of Ohio a/k/a The City of Franklin ("**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 31, Township 2 East, Range 5 North, Franklin Township, City of Franklin, Warren County, State of Ohio; being a part of a tract as recorded in **Document Number 2023-015673, Official Record Book 5052, Page 486**, and in **Deed Volume 485, Page 73** in the Office of the Recorder of Warren 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:

Easement being that area indicated, relative to landmarks and property lines, shown on a drawing marked 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. Grantor shall retain the right to use the Easement Area in any manner provided such use is not inconsistent with the rights granted herein to Grantee.
9. 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 \_\_\_\_.

**THE CITY OF FRANKLIN, 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 \_\_\_\_\_ of THE CITY OF FRANKLIN, OHIO, a(n) municipal corporation organized under the laws of Ohio, on behalf of such corporation.

SEAL:

Signed: \_\_\_\_\_

Printed or Typed Name: \_\_\_\_\_

Commission expires: \_\_\_\_\_

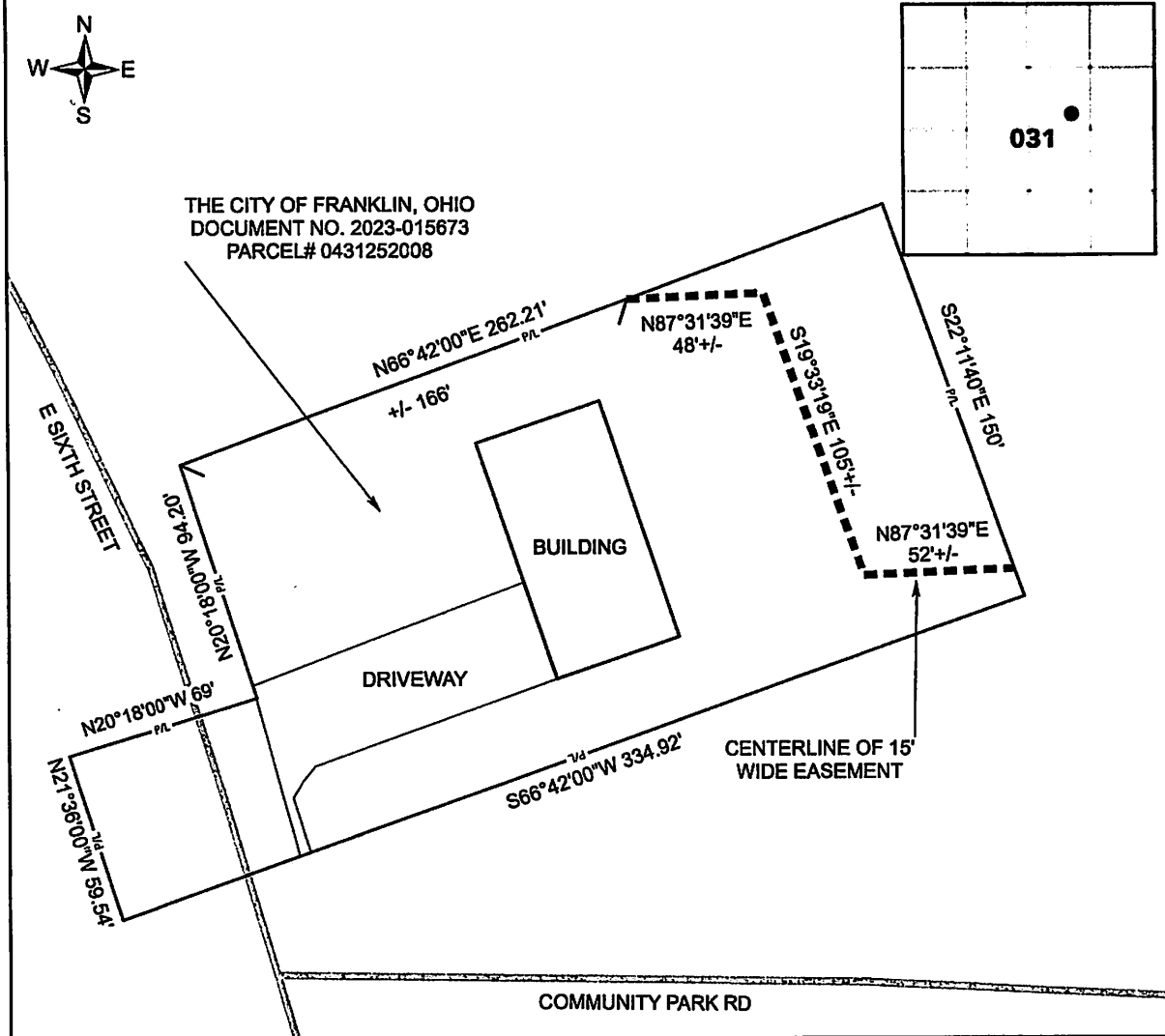
My County of Residence: \_\_\_\_\_

My Commission Number: \_\_\_\_\_

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

## EXHIBIT A

THIS MAP MAY NOT BE A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS AND HAS NOT BEEN REVIEWED FOR COMPLIANCE WITH RECORDING REQUIREMENTS FOR PLATS



LOCATIONS SHOWN ARE APPROXIMATE  
01 of 03

# WARREN COUNTY, OHIO

SITE NAME: CITY OF FRANKLIN, FRANKLIN TOWNSHIP, SECTION 31, TOWNSHIP 2E, RANGE 5N

WO#	DR.	EXHIBIT MAP OF: EASEMENT
57176502-20	ORC	EXHIBIT MAP FOR:
	CK.	THE CITY OF FRANKLIN
	ORC	
DATE:	LOCATION:	
4/21/2025	201 E. SIXTH STREET	





