

P-314 Cord 12

**PERPETUAL EASEMENT**

200600058425  
CITY OF NAPOLEON  
PICK UP

**KNOW ALL MEN BY THESE PRESENTS:** That **Southpoint Business Park, LLC**, an **Ohio limited liability company**, whose mailing address is P314 County Road 12, Napoleon, Ohio 43545, the **Grantor**, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration paid by the **City of Napoleon, Ohio**, a municipal corporation organized under the laws of Ohio, the **Grantee**, the receipt and sufficiency of which are hereby acknowledged, does hereby **GRANT, BARGAIN, SELL, CONVEY and RELEASE** to the **Grantee**, its successors and assigns forever, a perpetual, alienable and exclusive utility easement to lay, install, construct, reconstruct, erect, use, repair, supplement, maintain, operate, and/or remove, at any time or times hereafter, its electric lines, cable television lines, telephone lines, and telecommunication lines that are now in existence or may be in the future. The aforementioned utilities consist of one or more electric, cable television, telephone and/or telecommunication lines and all necessary or desirable appurtenances thereto, including, but not limited to, fiber optic cable, transformers, wires, fixtures, props, guys, anchorages, conduits, cables, poles, pedestals and monitoring devices, all of the aforementioned being both aboveground and underground, with the further right to permit the attachment and/or carry in of other aboveground and underground facilities of any other company with services and extensions therefrom, in, on, through, over and/or under the following-described lands, together with the rights of ingress to and egress from and over said lands:

200600058425  
Filed for Record in  
HENRY COUNTY OHIO  
SARA L. MYLES  
06-30-2006 At 11:12 am.  
EASEMENT 84.00  
OR Volume 217 Page 732 - 740

**(SEE EXHIBITS A AND B FOR LEGAL DESCRIPTION OF THE EASEMENT,  
WHICH ARE ATTACHED HERETO AND BY REFERENCE MADE A PART  
HEREOF FOR ALL PURPOSES, THE SAME AS IF FULLY REWRITTEN  
HEREIN.)**

**(SEE EXHIBIT C FOR A DELINEATION OF THE EASEMENT, WHICH IS  
ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF FOR  
ALL PURPOSES, THE SAME AS IF FULLY REWRITTEN HEREIN.)**

The **Grantor** claims title to the above-described lands by virtue of a deed recorded in  
Volume 214 at Page 1945, Official Records of Henry County, Ohio.

The **Grantee** also shall have the right to mark the location of the easement by suitable  
markers set in the ground, but such markers when set in the ground shall be placed in locations  
which shall not unreasonably interfere with any reasonable use the **Grantor** may make of its  
lands.

The **Grantor** reserves the right to lay, install, construct, reconstruct, erect, use, repair,  
supplement, maintain, operate, and/or remove, at any time or times hereafter, its own utilities  
within the easement area.

The consideration recited herein shall constitute full and final payment for the easement  
and all damages sustained and/or claimed by the **Grantor**, including, but not limited to, all

damages to the remainder of the **Grantor's** lands, that arise from or by reason of the laying, installation, construction, reconstruction, erection, use, operation, maintenance, supplementation, removal or inspection of said utilities and all appurtenances thereto, including, but not limited to, those known or unknown, those legal, equitable or otherwise, and those direct, incidental or consequential. Nevertheless, the **Grantee** agrees to restore the grounds by seeding and leveling to be done in a good and workmanlike manner. Furthermore, any physical damage caused by the **Grantee** to the **Grantor's** lands, after completion of the original construction, due to performing maintenance, inspection, reconstruction, supplementation, replacement, repair, and/or removal of said utilities and/or the appurtenances thereto, shall be paid, repaired or restored by the **Grantee**, unless the same is part of an assessed project. The easement and right-of-way hereby granted include the perpetual right to cut, trim, and/or otherwise control any trees and/or brush which may endanger the safety of or interfere with the construction and use of said utilities without claim of damage to the trees or brush by the **Grantor**. The **Grantee** shall not be liable for damage to or destruction of the **Grantor's** other utility lines unless the same arises from the **Grantee's** failure to follow generally-accepted standards of construction, maintenance, inspection, reconstruction, supplementation, replacement, repair and/or removal in the appropriate utility industry.

**TO HAVE AND TO HOLD** this easement, together with all rights and privileges belonging thereto, unto the **Grantee**, and its successors and assigns, forever. This easement, together with all agreements, covenants, and other provisions recited herein, shall constitute a covenant running with the land for the benefit and use of the **Grantee**, its successors and assigns, forever. The provisions of this easement shall inure to the benefit of and bind the successors and

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assigns of the respective parties to it.

The **Grantor** hereby covenants that it is the true and lawful owner of the above-described lands and has full power and authority to convey this easement, having passed the necessary resolutions of its members authorizing the same; that the same are free and clear from all liens and encumbrances whatsoever except mortgages of record; and that the **Grantor** will warrant and defend the title to this easement against all lawful claims.

**IN WITNESS WHEREOF, Southpoint Business Park, LLC**, an Ohio limited liability company, has caused this Perpetual Easement to be executed by Jerry A. (Tony) Marks, one of its two (2) Members, on this 16<sup>th</sup> day of May, 2006 and by William R. Meyers, the other of its two (2) Members, on this 16<sup>th</sup> day of May, 2006.

**Southpoint Business Park, LLC,**  
**an Ohio limited liability company**

By:   
Jerry A. (Tony) Marks, Member

By:   
William R. Meyers, Member

STATE OF OHIO,  
COUNTY OF HENRY:

Instrument  
200600058425 OR  
Volume Page  
217 736

Before me a Notary Public in and for said State of Ohio, personally appeared the above-named Grantor, **Southpoint Business Park, LLC**, an Ohio limited liability company, by Jerry A. (Tony) Marks, its Member, who acknowledged and he signed the foregoing instrument and that the same is his free act and deed as said Member.

**IN TESTIMONY WHEREOF**, I have hereunto set my hand and seal this 16th day of May, 2006.



MICHAEL J. WESCHE  
ATTORNEY AT LAW  
Notary Public, State of Ohio  
My Commission  
Has No Expiration Date  
Section 147.03 R.C.

*Michael J. Wesche*

Notary Public - State of Ohio

STATE OF OHIO,  
COUNTY OF HENRY:

Before me a Notary Public in and for said State of Ohio, personally appeared the above-named Grantor, **Southpoint Business Park, LLC**, an Ohio limited liability company, by William R. Meyers, its Member, who acknowledged and he signed the foregoing instrument and that the same is his free act and deed as said Member.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 16<sup>th</sup> day of May, 2006.



MICHAEL J. WESCHE  
ATTORNEY AT LAW  
Notary Public, State of Ohio  
My Commission  
Has No Expiration Date  
Section 147.03 R.C.

Michael J. Wesche  
Notary Public - State of Ohio

ACCEPTED BY:

John A. Bisher  
John A. Bisher, City Manager  
of Napoleon, Ohio

APPROVED BY:

David M. Grahm  
David M. Grahm, City Law Director  
of Napoleon, Ohio

D.W. Eis Surveying  
16-883 State Route 281  
Holgate, Ohio 43527

Douglas W. Eis  
Registered Surveyor No. 7758

Ph: (419) 762-5468  
Fax: (419) 762-5469

Description of Easement for: MRT Leasing, West Electric Easement,

Being a ten (10.00) foot wide electrical easement, five (5.00) feet on either side of a centerline being a part of the Southwest quarter (1/4) of Section 17, Town 5 North, Range 7 East, Harrison Township, Henry County, Ohio, the centerline of which is more particularly described as follows;

Commencing a boat spike found at the Northwest corner of the Southwest quarter (1/4) of Section 17;

Thence South  $0^{\circ}12'45''$  West, (assumed bearing for the purpose of this description, on the West line of the Southwest quarter (1/4) of said Section 17, one thousand three hundred twenty-six and ninety-three hundredths (1326.93) feet to a point;

Thence North  $89^{\circ}55'25''$  East, twenty-five and zero hundredths (25.00) feet to a point, said point being the point of beginning for the easement centerline herein described;

Thence North  $0^{\circ}12'45''$  East, on said centerline, nine hundred forty-five and zero hundredths (945.00) feet to a point and there to terminate.

This description is based on a field survey by Douglas W. Eis, Registered Surveyor No. 7758.



D. W. Eis Surveying  
16-883 State Route 281  
Holgate, Ohio 43527

Douglas W. Eis  
Registered Surveyor No. 7758

Ph: (419) 762-5468  
Fax: (419) 762-5469

Description of Easement for: MRT Leasing, South Electric Easement,

Being a ten (10.00) foot wide electrical easement, five (5.00) feet on either side of a centerline being a part of the Southwest quarter (1/4) of Section 17, Town 5 North, Range 7 East, Harrison Township, Henry County, Ohio, the centerline of which is more particularly described as follows;

Commencing a boat spike found at the Northwest corner of the Southwest quarter (1/4) of Section 17;

Thence South  $0^{\circ}12'45''$  West, (assumed bearing for the purpose of this description, on the West line of the Southwest quarter (1/4) of said Section 17, one thousand three hundred twenty-one and ninety-three hundredths (1321.93) feet to a point, said point being the point of beginning for the easement centerline herein described;

Thence North  $89^{\circ}55'25''$  East, one thousand three hundred thirteen and thirty hundredths (1313.30) feet to a point;

Thence North  $0^{\circ}19'44''$  East, on said centerline, four hundred eighty-five and zero hundredths (485.00) feet to a point and there to terminate.

This description is based on a field survey by Douglas W. Eis, Registered Surveyor No. 7758.

AUDITORS OFFICE  
TRANSFERRED *not necessary*

JUN 30 2006

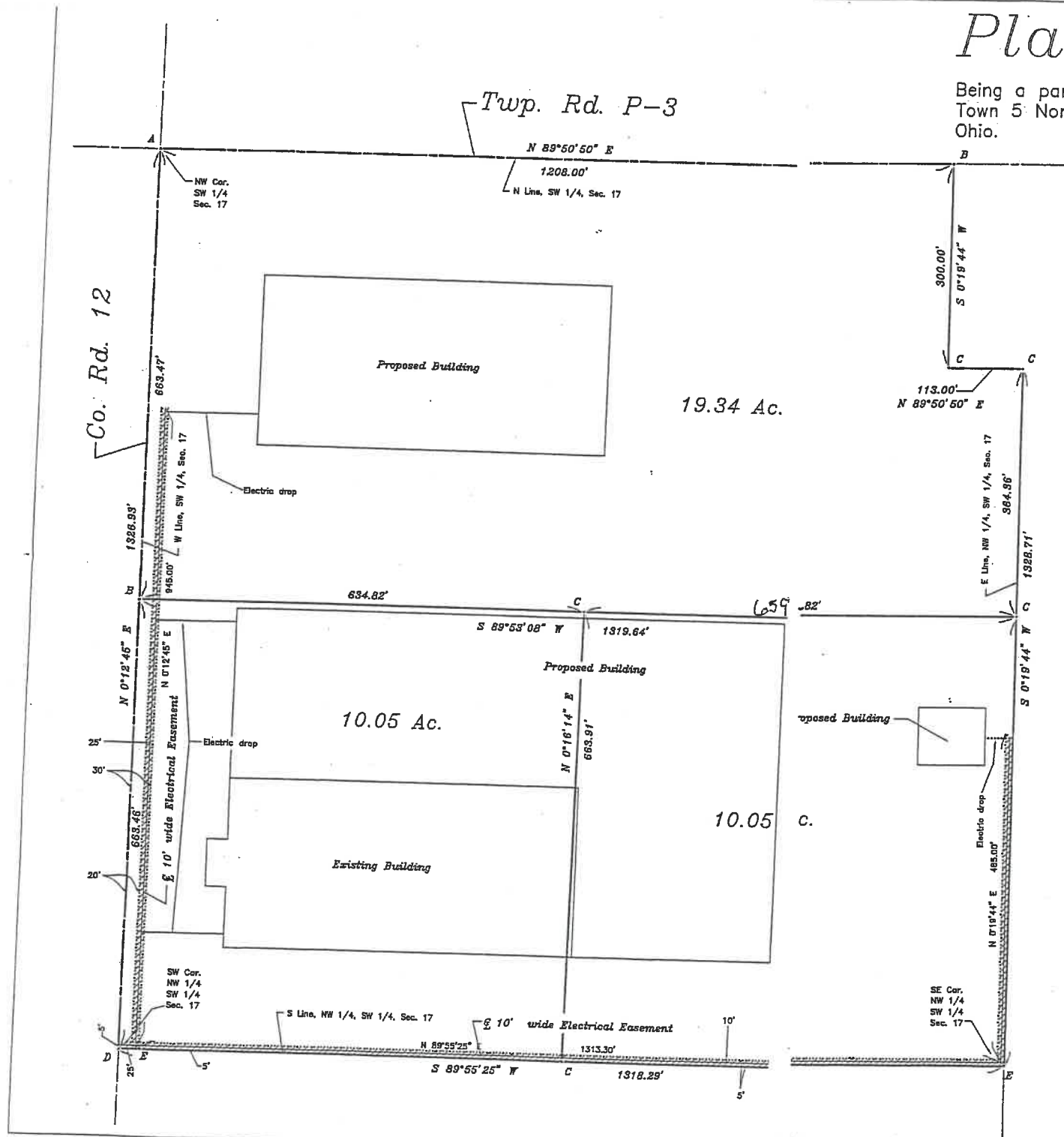
*Kate F. The*  
HENRY CO. AUDITOR



# Plat of Easement

Being a part of the Southwest quarter (1/4) of Section 17,  
Town 5 North, Range 7 East, Harrison Township, Henry County,  
Ohio.

For: MRT Leasing, LLC  
Owners: MRT Leasing, LLC &  
R & T Leasing, LLC  
Deed Ref: OR 136, Pg. 48 & OR 95, Pg. 949



### Legend

- A = Baul spike found
- B = Point of previous survey
- C = Iron pin found
- D = Railroad spike found
- E = Concrete monument found

I hereby certify this survey and notes to be correct to the best of my knowledge.

*D. W. Eis*  
 Douglas W. Eis  
 Registered Surveyor No. 7758  
 D. W. Eis Surveying  
 16-883 St. Rt. 281  
 Holgate, Ohio 43527  
 (419) 762-5468  
 April 6, 2006  
 Survey No. B0854e-H-H-04-25-06

