PERPETUAL EASEMENT

***Know All Men By These Presents*:** That, Ivan Cooper, an unmarried man of legal age, whose tax mailing address is 12-940 Co. Rd. V, Napoleon, Ohio, 43545, the Grantor, for and in consideration of the sum of Five Thousand Dollars ($5,000.00) 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 is hereby acknowledged, does hereby **GRANT, BARGAIN, SELL, CONVEY and RELEASE** to the Grantee, its successors and assigns forever, a perpetual utility Easement to use the Grantor's drainage tile and/or land as set forth in Exhibit "A" for passage below the ground of only surface water from Grantee's electric substation located just north of Grantor's home. A description of the easement is described herein as follows:

A parcel of land being situated in the South Half (1/2) of the Southwest Quarter (1/4) of Section Eighteen (18), Township Six (6) North, Range Seven (7) East, Liberty Township, Henry County, Ohio as recorded in Vol. 218, Pg. 814 and being more specifically described as follows:

Commencing at a railroad spike found at the Southwest corner of the Southwest Quarter (1/4) of said Section 18; thence, North 00 degrees 00 minutes 00 seconds East, along the West line of the Southwest Quarter (1/4) of Section 18 and the centerline of Township Road "13", a distance of 621.07 feet to a PK nail found;

Thence, North 89 degrees 09 minutes 23 seconds East, a distance of 20.00 feet to an iron pin found on the Easterly right-of-way line of Township Road "13", said point being the True Point of Beginning;

Thence, continuing, North 89 degrees 09 minutes 23 seconds East a distance of 20.00 feet to a point;

Thence, South 00 degrees 00 minutes 00 seconds West, parallel to the West line of the Southwest Quarter (1/4) of Section 18 and the centerline of Township Road "13", a distance of 345.57 feet to a point;

Thence, South 89 degrees 49 minutes 00 seconds East, parallel to the South line of the Southwest Quarter (1/4) of Section 18, a distance of 476.29 feet to a point;

Thence, South 00 degrees 00 minutes 00 seconds West, parallel to the West line of the Southwest Quarter (1/4) of Section 18 and the centerline of Township Road "13", a distance of 105.75 feet to a point;

Thence, South 89 degrees 49 minutes 00 seconds East, parallel to the South line of the Southwest Quarter (1/4) of Section 18, a distance of 2,087.77 feet to a point;

Thence, North 00 degrees 11 minutes 00 seconds East, parallel to the grantor's Easterly property line, said line being the East line of the South Half (1/2) of the Southwest Quarter (1/4) of Section 18, a distance of 818.04 feet to a point;

Thence, South 89 degrees 49 minutes 00 seconds East, parallel to the South line of the Southwest Quarter (1/4) of Section 18, a distance of 30.23 feet to a point on the grantor's

Easterly property line, said line being the East line of the South Half (1/2) of the Southwest Quarter (1/4) of Section 18;

Thence, South 00 degrees 11 minutes 00 seconds West, along the grantor's Easterly property line, said line being the East line of the South Half (1/2) of the Southwest Quarter (1/4) of Section 18, a distance of 20.00 feet to a point;

Thence, North 89 degrees 49 minutes 00 seconds West, parallel to the South line of the Southwest Quarter (1/4) of Section 18, a distance of 10.23 feet to a point;

Thence, South 00 degrees 11 minutes 00 seconds West, parallel to the grantor's Easterly property line, said line being the East line of the South Half (1/2) of the Southwest Quarter (1/4) of Section 18, a distance of 818.04 feet to a point;

Thence, North 89 degrees 49 minutes 00 seconds West, parallel to the South line of the Southwest Quarter (1/4) of Section 18, a distance of 2,127.71 feet to a point;

Thence, North 00 degrees 00 minutes 00 seconds East, parallel to the West line of the Southwest Quarter (1/4) of Section 18 and the centerline of Township Road "13", a distance of 95.75 feet to a point;

Thence, North 89 degrees 49 minutes 00 seconds West, parallel to the South line of the Southwest Quarter (1/4) of Section 18, a distance of 476.29 feet to a point on the Easterly right-of-way line of Township Road "13";

Thence, North 00 degrees 00 minutes 00 seconds East, along the Easterly right-of-way line of Township Road "13", a distance of 375.21 feet to the True Point of Beginning.

The parcel herein described contains 82,431.82 square feet, 1.892 acres, more or less subject to all legal highways, easements, restrictions and agreements of record.

Bearings shown hereon are to an assumed meridian and are used to denote angles only.

The above described parcel of land is subject to any and all leases, easements and restrictions of record.

The Grantors claim title to the above described property by virtue of deed recorded in Deed/Offical Record **Volume 218, Page 814** of the records of Henry County, Ohio.

Any drainage pipes laid by the Grantee shall be below plow depth as customary in the industry of farming. Grantee is authorized to make, repair and maintain proper connections with Grantor's drainage at the point marked as "X" on Exhibit "A". Grantee shall construct its own drainage line at its own expense from the electric substation to connect with Grantor's drainage tile at the point marked on Exhibit "A" as "X". Grantee shall fully repair as necessary at its own expense said drainage line down to Grantor's regular drainage system as described in Exhibit "A". Grantor shall repair as necessary at its own expense said farm tile (regular drainage system) that is the subject of this easement. In the event Grantor shall fail to repair as necessary the farm tile (regular drainage system), then Grantee may enter and make the necessary repairs, with written notice to Grantor, no less than 10 days prior to repair, and Grantor shall reimburse Grantee the cost therefore.

The consideration recited herein shall constitute full and final payment for said easement and all damages sustained and/or claimed by the Grantors, their heirs, executors, administrators, successors, and assigns, including but not limited to all damages to the remainder of the Grantors' real estate, that arise from or by reason of the laying, installation, construction, reconstruction, use, operation,

maintenance, supplementation, removal or inspection of said drainage pipe or tile waste thereon by Grantee, including but not limited to those known or unknown, those legal, equitable or otherwise and those direct, incidental or consequential. Nevertheless, Grantee in its original construction restore the ground by seeding and leveling. The Easement and right-of-way hereby granted includes 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 drainage tile without claim of damage to the trees or brush by the Grantor.

Grantor retains the right to plant crops over the entire easement; however, no structures that would interfere with Grantee's right of use shall be constructed or maintained on the easement.

It is contemplated that the Grantee shall make such construction on or before August 1, 2001. If the construction is not made before August 1st of said year, then Grantee will pay Grantor the damage made to growing crops which the late construction may cause.

To Have And To Hold said 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 will inure to the benefit of and bind the heirs and/or successors and assigns of the respective parties to it.

The Grantors hereby covenant that they are the true and lawful Owners of the above described real estate and have full power and authority to convey the same and that the same is free and clear from all liens and encumbrances whatsoever and that the Grantors will warrant and defend the title to the said easement against all lawful claims.

IN WITNESS WHEREOF: Ivan Cooper, the Grantor, has executed this Perpetual Easement this 1st day of February, 2001.

Signed and acknowledged in the presence of:

Cheryl A. Spangler

David Meekison

Ivan Cooper

Ivan Cooper

STATE OF OHIO }
} ss:
COUNTY OF Henry }

Before me a Notary Public in and for said County, personally appeared the above named, Ivan Cooper, the Grantor, who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 1st day of February, 2001.

(seal)
LIFETIME COMMISSION
David Meekison

David Meekison
Notary Public - State of Ohio

Accepted by:

Jon A. Bisher, City Manager

8 FEB 01
Date

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This Instrument Prepared
and
Approved By:

David M. Grahn
City of Napoleon Law Director
255 West Riverview Avenue
Napoleon, Ohio 43545
(419) 592-3503

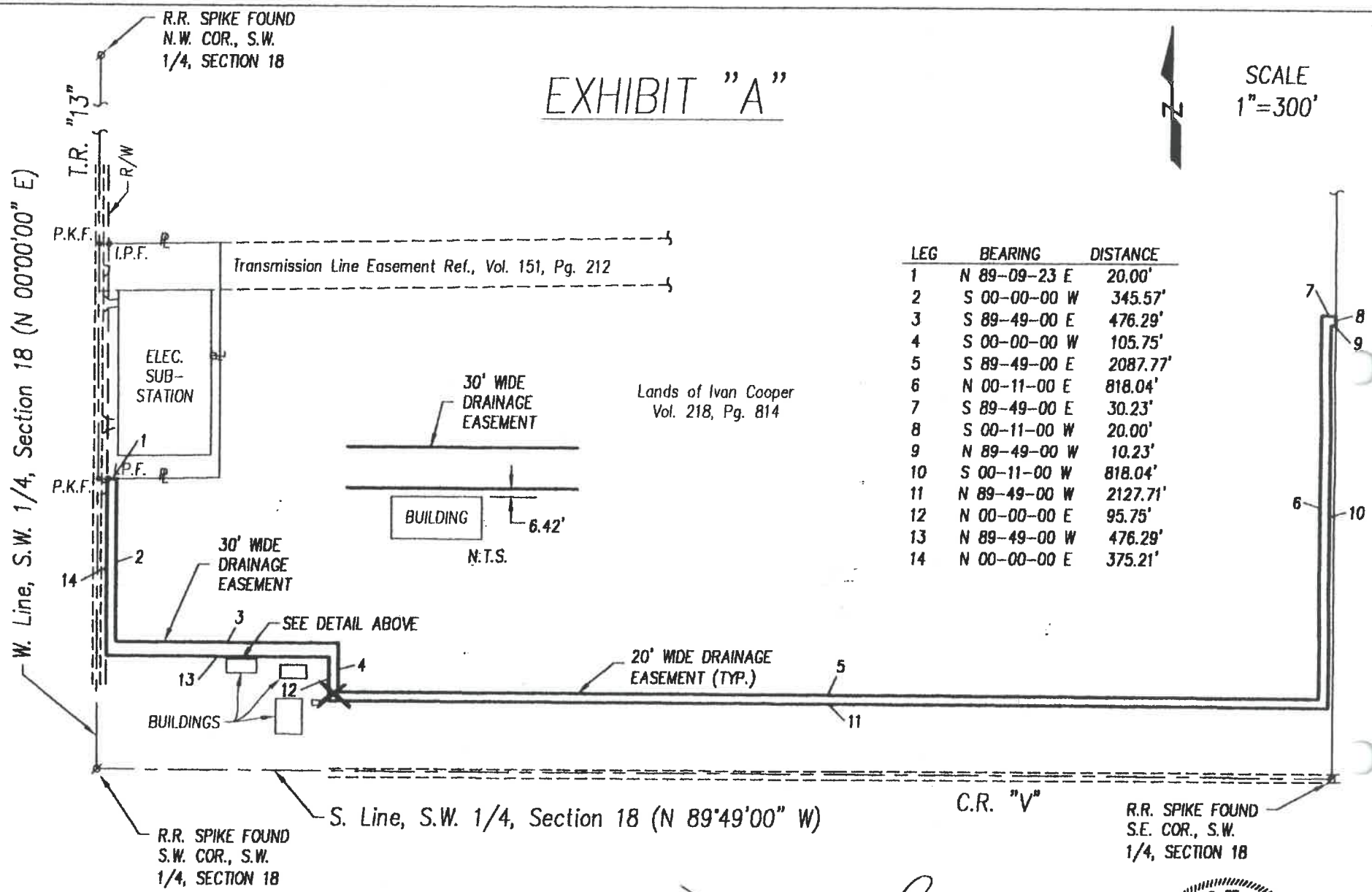
Easement Description
Provided By:

Daniel R. Ulrich
Registered Surveyor No. 7837

L:\Lawshare\EASEMENTS\IvanCooperJanuary 25, 2001

EXHIBIT "A"

SCALE
1"=300'



LEG	BEARING	DISTANCE
1	N 89-09-23 E	20.00'
2	S 00-00-00 W	345.57'
3	S 89-49-00 E	476.29'
4	S 00-00-00 W	105.75'
5	S 89-49-00 E	2087.77'
6	N 00-11-00 E	818.04'
7	S 89-49-00 E	30.23'
8	S 00-11-00 W	20.00'
9	N 89-49-00 W	10.23'
10	S 00-11-00 W	818.04'
11	N 89-49-00 W	2127.71'
12	N 00-00-00 E	95.75'
13	N 89-49-00 W	476.29'
14	N 00-00-00 E	375.21'

Daniel R. Ulrich 1.18.2001

Daniel R. Ulrich — Date
Professional Surveyor No. 7837

STATE OF OHIO
DANIEL R. ULRICH
S-7837
REGISTERED
PROFESSIONAL SURVEYOR

LEGEND

- ⌀ Railroad Spike Found
- °I.P.F. Iron Pin Found
- °P.K.F. PK Nail Found

esa
Engineers, Surveyors & Associates, LLC
5333 Secor Rd. Suite H, Toledo, Ohio, 43623 Phone (419) 473-9445

Instrument 200100014182 OR Volume 85 Page 1002

MEEKISON LAW FIRM
Attorneys at Law
123 West Washington Street
Napoleon, Ohio 43545

Phone: (419) 592-6801

FAX: (419) 592-6944

David Meekison

Of Counsel:
David F. Meekison

February 5, 2001

Mr. Joseph R. Kleiner
City Engineer
City of Napoleon
255 West Riverview Avenue
Napoleon, Ohio 43545

Re: Ivan Cooper
Perpetual Easement

Dear Joe:

Enclosed please find the original Perpetual Easement signed by Ivan Cooper. I would appreciate it if you would return a file-stamped copy of the easement after it is filed in the Henry County Recorder's Office.

Please do not hesitate to contact me if you have any questions.

Very respectfully,

MEEKISON LAW FIRM

David Meekison

/cs
Enclosure

Final OK

PERPETUAL EASEMENT

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maintenance, supplementation, removal or inspection of said drainage pipe or tile waste thereon by Grantee, including but not limited to those known or unknown, those legal, equitable or otherwise and those direct, incidental or consequential. Nevertheless, Grantee in its original construction restore the ground by seeding and leveling. The Easement and right-of-way hereby granted includes 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 drainage tile without claim of damage to the trees or brush by the Grantor.

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The Grantors hereby covenant that they are the true and lawful Owners of the above described real estate and have full power and authority to convey the same and that the same is free and clear from all liens and encumbrances whatsoever and that the Grantors will warrant and defend the title to the said easement against all lawful claims.

IN WITNESS WHEREOF: Ivan Cooper, the Grantor, has executed this Perpetual Easement this 1st day of February, 2001.

Signed and acknowledged in the presence of:

Cheryl A. Spangler

David Meekison

Ivan Cooper

Ivan Cooper

STATE OF OHIO }
} ss:
COUNTY OF Henry }

Before me a Notary Public in and for said County, personally appeared the above named, Ivan Cooper, the Grantor, who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 1st day of February, 2001.

(seal)
LIFETIME COMMISSION
David Meekison

David Meekison
Notary Public - State of Ohio

Accepted by:

Jon A. Bisher, City Manager

8 FEB 01
Date

This Instrument Prepared
and
Approved By:

David M. Grahn
City of Napoleon Law Director
255 West Riverview Avenue
Napoleon, Ohio 43545
(419) 592-3503

Easement Description
Provided By:

Daniel R. Ulrich
Registered Surveyor No. 7837

L:\Lawshare\EASEMENTS\IvanCooperJanuary 25, 2001

EXHIBIT "A"

SCALE
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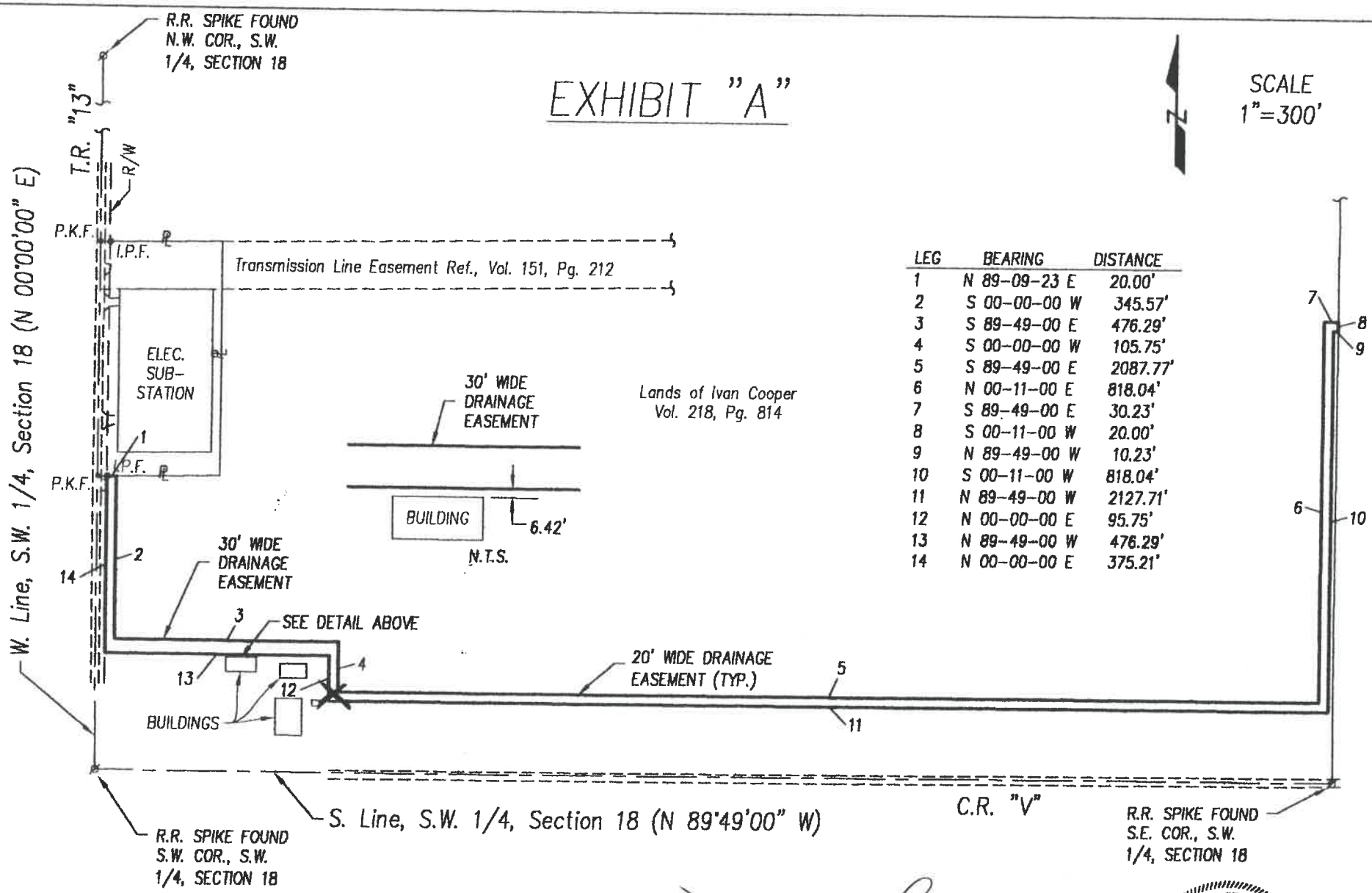

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- ⌀ Railroad Spike Found
- °I.P.F. Iron Pin Found
- °P.K.F. PK Nail Found

Daniel R. Ulrich 1.18.2001

Daniel R. Ulrich — Date
Professional Surveyor No. 7837

STATE OF OHIO
DANIEL R. ULRICH
S-7837
REGISTERED
PROFESSIONAL SURVEYOR

esa
Engineers, Surveyors & Associates, LLC
5333 Secor Rd. Suite R, Toledo, Ohio, 43623 Phone (419) 475-9445