

May 24, 2000

David Grahn
City Law Director
255 Riverview Ave.
Napoleon, OH 43545

Re: Utility Easement: Glenn N. Hartman and Patricia L. Hartman,
William J. Gerken and Joann M. Gerken,
Leader Engineering

Dear Dave:

Enclosed is the 40 year chain of title for the perpetual utility easements for Glenn N. Hartman and Patricia L. Hartman, and William J. Gerken and Joann M. Gerken, both in Section 7, Liberty Township, Henry County, Ohio. The chain of title for both properties are good. I have enclosed copies of deeds whereby the Hartmans and Gerkens acquired the real property. The deed reference for Hartmans Volume 59, Page 391, Official Records, the deed reference for Gerkens is Volume 193, Page 778, Deed Records.

The easement for Leader Engineering is temporary. They own the real property in question by Warranty Deed in Volume 44 Page 1100 Official Records.

If you have any questions please call me.

Jenny Parker
1005 Westchester
Napoleon, OH 43545
599-3674

Adam:
I asked David & he told
me to ask you which
Vol. Pg # should I use.
Description & Jenny Parker's
notes do not agree.
(use 44, 1100)* Thanks
Rox

TEMPORARY EASEMENT FOR UTILITY PURPOSES

Know All Men By These Presents: That Leader Engineering Fabrication, Inc., an Ohio Corporation, whose tax mailing address is 695 Independence Drive, 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, 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, a Temporary Easement with the right to enter and use the below described land to enable the erection, construction, and installation of power lines and fixtures, and all appurtenances thereto, in, over, through, and across adjacent property(s). The following described real estate that is the subject of this temporary easement is situated in the City of Napoleon, County of Henry and State of Ohio, to wit:

Part of the Grantor's parcel recorded in Deed/Official Records **Volume 44, Page 1100** and being a temporary twenty-five (25) foot wide utility easement located in the City of Napoleon, Liberty Township, Henry County, Ohio, and being more particularly described as follows:

Being a part of the Northwest quarter (1/4) of Section 7, Town 5 North, Range 7 East, Liberty Township, City of Napoleon, Henry County, Ohio, more particularly described as follows, with the stationing referred to herein being part of a centerline survey plat made in 1992-93 for the Ohio Department of Transportation titled "HEN-6-13.15" and all stationing used herein, unless otherwise noted is referenced to the centerline of Industrial Drive North-South:

Commencing at a steel monument box found in the centerline of the intersection of Industrial Drive North-South and Independence Drive, said point being known as Station 10 + 00 Industrial Drive North-South:

thence North 89°31'57" West on the centerline of Independence Drive, seven hundred sixty-one and seventy hundredths (761.70) feet to a point, said point being Station 38 + 16.15 on the centerline of survey for Independence Drive;

thence South 0°25'33" West, forty and zero hundredths (40.00) feet to a 5/8" x 30" iron pin with reference cap set on the South right-of-way of Independence Drive,

thence continuing South 0°25'33" West on the existing West line of the City of Napoleon property, four hundred two and twenty-eight hundredths (402.28) feet to the point of beginning of said easement; ----

thence South 0°25'33" West on the existing West line of the City of Napoleon property, one hundred ninety-five and zero hundredths (195.00) feet to a point;

thence North 89°30'29" West, four hundred thirteen and eighty-five hundredths (413.85) feet to a point;

200000010548
CITY OF NAPOLEON
Call Sheryl 592-3503

200000010548 ✓
Filed for Record in
HENRY COUNTY OHIO
ARLENE A WALLACE
On 07-07-2000 At 09:20 am.
EASEMENT 22.00
OR Volume 73 Page 99 - 102

thence North 0°28'33" East, five hundred ninety-seven and eleven hundredths (597.11) feet to an iron pin found on the South right-of-way of Independence Drive;

thence South 89°31'57" East on the South right-of-way of Independence Drive, twenty-five and zero hundredths (25.00) feet to a point;

thence South 0°28'33" West, five hundred seventy-two and eleven hundredths (572.11) feet to a point;

thence South 89°30'29" East and parallel with the South line of the Leader property, three hundred sixty-three and eighty-three hundredths (363.83) feet to a point;

thence North 0°25'33" East and parallel with the East line of the Leader property, one hundred seventy and zero hundredths (170.00) feet to a point;

thence South 89°30'29" East, twenty-five and zero hundredths (25.00) feet to the point of beginning.

Containing 0.663 acres of land, more or less.

The consideration recited herein shall constitute full and final payment for said easement and all damages sustained and/or claimed by the Grantor, its heirs, executors, administrators, successors, and assigns, including but not limited to all damages to the remainder of the Grantor's real estate, that arise from or by reason of the erection, construction, installation, laying, use, operation, inspection, repair, maintenance, replacement and/or removal of said power lines and fixtures, 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 shall restore the Grantor's yards, lawns, crops, fences, tiling and sidewalks to as good condition as when entered upon by the Grantee or its agents, employees or contractors, or at the Grantee's option, to pay the reasonable, direct, and known damages caused thereto, except that this restoration provision shall not be applicable to tile and sidewalks where the same are part of an assessed project.

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 for a period of time which shall commence the date of the execution of this Temporary Easement and shall be in effect through one hundred eighty (180) days or two (2) weeks after project completion, whichever is less.

The Grantor hereby covenants that Leader Engineering Fabrication, Inc., an Ohio Corporation is the true and lawful Owner of the above described real estate and has 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 Grantor will warrant and defend the title to the said easement against all lawful claims.

IN WITNESS WHEREOF: Charles B. Leader, Jr., of Leader Engineering Fabrication, Inc., the Grantor, has executed this Temporary Easement for Utility Purposes this 6th day of July, 2000.

Signed and acknowledged in the presence of:

Karen L. McCarthy

Charles B. Leader, Jr.
Charles B. Leader, Jr. - President
(Name) (title)
of Leader Engineering Fabrication, Inc.

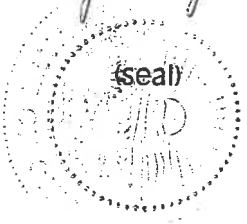
Roxanne Dietrich

STATE OF Ohio }
COUNTY OF Henry }

SS:

BE IT REMEMBERED, that on 6th day of July, 2000, before me, the subscriber, a Notary Public in and for said County and State, personally appeared Leader Engineering Fabrication, Inc., an Ohio Corporation by Charles B. Leader, Jr., its President, who is subscribed to and which executed the foregoing instrument, and for him/her and as such officer, and on behalf of said Corporation, acknowledged the signing and execution of said instrument, by authority of the Board of Directors, and on behalf of said Corporation; and that the signing and execution of said instrument are his/her free and voluntary act and deed, his/her free act and deed as such officer, and the free and voluntary act and deed of said Corporation, for the uses and purpose in said instrument mentioned.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 6 day of July, 2000.



Roxanne Dietrich
Notary Public

ROXANNE DIETRICH, NOTARY PUBLIC
In and for the State of Ohio
My Commission Expires June 23, 2002

Accepted by:

Dr. Jon A. Bisher
Dr. Jon A. Bisher, City Manager

6 JUL 00
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
and Verified By:*

Paul J. Westhoven

Registered Surveyor No. 5602

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