

EASEMENT

That Lawrence E. Hoeffel and Mary Rose Hoeffel, the Grantor, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby grants, conveys and warrants to THE TOLEDO EDISON COMPANY, an Ohio corporation the Grantee, forever, an easement for lines for the transmission and/or distribution of electricity upon, over, under and across the following described premises:

Being the southwest quarter ( $\frac{1}{4}$ ) of the Southeast quarter ( $\frac{1}{4}$ ) of Section #6, Town 5-North, Range 7-East, in Liberty Township, Henry County, Ohio.

The land to be used for Easement purposes being a strip of land lying twenty five (25) feet on each side of a centerline across the above described property and located as follows:

Said centerline to commence at a point located on the west line of the above described property approximately eight (8) feet north of the south line of Section #6; thence in a southeasterly direction in a straight line, a distance of approximately two hundred twenty eight (228) feet to the point of termination located approximately one (1) foot south of the said south line of Section #6.

Grantee shall have the right at any location or locations within the easement boundaries to construct, operate, repair, patrol, inspect, extend, enlarge, replace, remove, relocate, change, add to and maintain any number of such lines desired by Grantee for the transmission and/or distribution of electricity; such line or lines may at Grantee's option be placed overhead or underground or one or more overhead and one or more underground, each line to consist of components of such type, number, size, design and material as desired by Grantee, and without in any way limiting the generality of the foregoing, an overhead line may include a row of towers or other supporting means or structures, cables and wires extending between such supports, cross arms, fixtures, appliances, appurtenances, underground cables, and other items incident to the line or its components and an underground line may include cables buried not less than 3 feet underground, with or without, conduit tile, tubing, padmounts, surface structures, transformers, or other items incident to the line or its components, and all of the rights applicable to the line or lines shall also be applicable to each component thereof. The voltage of electricity to be transmitted end/or distributed shall be as desired by Grantee. Grantee shall have the right, within the easement boundaries, to travel by foot or vehicle, use equipment, dig trenches, backfill, construct crossings for ditches or creeks, temporarily remove fences, pile earth excavation and material, trim, cut, remove or control by other means trees, underbrush and weeds, remove all obstructions, buildings, structures or materials, and do any and all things which Grantee desires in order to exercise the easement rights granted by this instrument, and all matters incident thereto. Grantee shall have the right to trim, cut, or remove such trees on the above described premises outside of the boundaries of the easement as in the judgment of Grantee will interfere with or endanger Grantee's line or lines or the operation thereof. Grantee shall have the right of reasonable ingress and egress by foot or vehicle and for equipment across the above described premises outside of the boundaries of the easement to and from the area within the easement boundaries. Any and all rights granted to Grantee in this instrument may be exercised in whole or in part, at any and all times, or from time to time, as desired by Grantee, without any limitation or determination by reason of original or subsequent construction or use, or delay or non-use.

Grantee, subject to the rights granted to Grantee in this instrument, shall have the right within the boundaries of the easement to grow agricultural crops, lawn and shrubbery, and to construct and maintain fences, drain tile and ditches. Provided, however, any such use permitted to the Grantor shall be exercised so as in the judgment of Grantee not to endanger or damage Grantee's installations or interfere with the rights granted to Grantee in this instrument. Grantee will repair, replace, or pay damages for any and all of the foregoing items permitted to be maintained by Grantor within the easement boundaries which are now in existence or hereafter grown or established pursuant to the above which may be temporarily removed, damaged or destroyed by Grantee in the construction or maintenance of the lines. Grantor shall not within the boundaries

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of the easement place any objects or material, or do any excavating, except as above specifically permitted, or build any structure, plant any tree, maintain any fire or do any mining or drilling, or in any way in Grantee's judgment endanger or damage Grantee's installations or interfere with the rights granted to Grantee in this instrument.

To Have and to Hold the easement aforesaid with each and every of the rights and privileges thereunto belonging unto said Grantee forever. This easement is in addition to such rights in the above described premises as Grantee may own at the date hereof. "Grantor", as used in this instrument, shall include all persons or corporation executing this instrument and their heirs, devisees, executors, administrators, lessees, and assigns or successors, and "Grantee" shall include Grantee's successors and assigns. All covenants shall run with the land. The singular shall be deemed to include the plural and the plural the singular when the context requires.

Grantor acquired title by instrument recorded in Volume 155, at Page 508, of Henry County Deed Records.

IN WITNESS WHEREOF Lawrence E. Hoeffel and Mary Rose Hoeffel has set their hand this 26 day of October, 1965.

Signed and acknowledged in the presence of:

Harold G. Cooper  
Donald B. Dunham

Lawrence E. Hoeffel  
Mary Rose Hoeffel

The State of Ohio, Henry County, ss.

Before me, a Notary Public in and for said County and State, personally appeared Lawrence E. Hoeffel & Mary Rose Hoeffel, who acknowledged that they did sign the foregoing instrument and that same is their free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal this 26 day of October, 1965.

(Notarial Seal) DONALD B. DUNHAM, Notary Public  
Henry County, Ohio  
My Commission Expires May 14, 1968

Donald B. Dunham  
Notary Public

This Easement prepared by The Toledo Edison Company

Received for Record November 4, 1965, at 9:37 o'clock A.M.  
Recorded November 4, 1965.

Fee \$1.25

*Donald B. Dunham* Recorder.  
*James H. ...* Deputy

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E A S E M E N T

KNOW ALL MEN BY THESE PRESENTS, that C. Richard Luzny and Ann Luzny, husband and wife, Grantors herein, being the owners of certain land located in the Southeast quarter (1/4) of Section Six, T-5-N, R-7-E, Liberty Township, Henry County, Ohio, in consideration of the sum of One Dollar (\$1.00) and Other Good and Valuable Considerations to them paid by the City of Napoleon, Henry County, Ohio, Grantee herein, the receipt of which is hereby acknowledged, do hereby Grant, Bargain, Sell and Convey to the said City of Napoleon, Henry County, Ohio, its successors and assigns, a perpetual easement for the construction, maintenance and operation of a sanitary sewer, in over and through a 20.00 feet wide strip of land located in the Southeast Quarter (1/4) of Section Six, T-5-N, R-7-E, Liberty Township, Henry County, Ohio, being more particularly described as follows:

Beginning at a point on the South line of said Section 6, said point being 1260.00 feet South 88° - 58' East of the South Quarter (1/4) Post of said Section 6; thence North 0° - 02' East a distance of 20.00 feet to a point; thence North 88° - 58' West a distance of 800.00 feet to a point; thence South 0° - 02' West a distance of 20.00 feet to a point on the South line of said Section 6; thence South 88° - 58' East a distance of 800.00 feet along the South line of said Section 6 to a point being the place of beginning.

Prior Instrument Reference: Deed Volume 210, Page 867, Henry County, Ohio, Recorder's Office.

TO HAVE AND TO HOLD the said easement unto the said Grantee, City of Napoleon, Henry County, Ohio, its successors and assigns, forever.

IN WITNESS WHEREOF, we have hereunto set our hands this 21st day of October, 1977.

Signed in the presence of:

*Raymond J. McFaid*  
*W. B. Beckley*

*C. Richard Luzny*  
C. Richard Luzny.  
*Ann Luzny*  
Ann Luzny.

STATE OF OHIO  
Henry County, ss.

Before me, a Notary Public in and for the State of Ohio, personally appeared the above named C. Richard Luzny and Ann Luzny, husband and wife, who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed.

In Testimony Whereof, I have hereunto set my hand at Napoleon, Ohio,



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NAPOLEON MUNICIPAL ELECTRIC SYSTEM

CITY OF NAPOLEON, OHIO

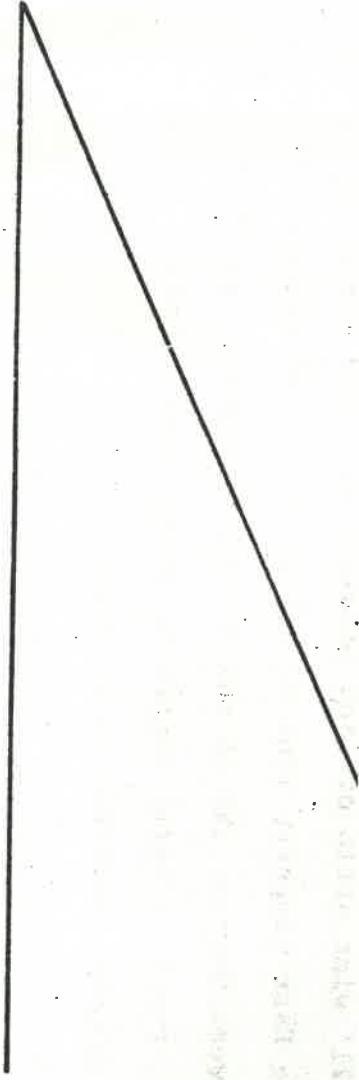
EASEMENT

Ref. No. Dist. 002

Know all men by these presents, that **Lawrence E. Hoeffel** of **Henry County**, for and in consideration of one dollar and other considerations

do hereby grant unto the City of Napoleon, Ohio, the right and easement to erect, construct, operate and perpetually maintain its lines for electric power with all necessary poles, wires, guys, anchors, and appurtenances, including guy and brace poles, and also the right to bury said line under the surface of the ground, over and upon the following described real estate, to-wit:

See attached statement marked Exhibit A-1 and made a part hereof.



PARCEL I

21' wide strip of land parallel with and adjacent to the entire East property line of a parcel of land situated in the Southwest Quarter ( $\frac{1}{4}$ ) of the Southeast Quarter ( $\frac{1}{4}$ ) of Section 6, T-6-N, R-7-E, Liberty Township, Henry County, Ohio, and is more particularly described as follows:

Beginning at an iron pipe at the South Quarter ( $\frac{1}{4}$ ) Post of Section 6, T-6-N, R-7-E, Liberty Township, Henry County, Ohio; thence N  $1^{\circ} 00'$  E a distance of 32.35 feet along the North-South Quarter ( $\frac{1}{4}$ ) line of said Section 6 to an iron pin on the Southerly right-of-way line of U. S. Routes 6 and 24; thence N  $78^{\circ} 00'$  E a distance of 1337.33 feet along said right-of-way to an iron pin; thence continuing N  $78^{\circ} 00'$  E a distance of 20.62 feet along said right-of-way to a point in the center of County Ditch #151; thence S  $1^{\circ} 13'$  W a distance of 338.69 feet along the center of County Ditch #151 to a point on the South line of said Section 6; thence N  $88^{\circ} 58'$  W a distance of 20.00 feet along the South line of said Section 6 to an iron pin; thence continuing N  $88^{\circ} 58'$  W a distance of 1301.80 feet along the South line of said Section 6 to an iron pipe at the South Quarter ( $\frac{1}{4}$ ) Post of said Section 6 and the place of beginning, containing 5.632 acres more or less.