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# PERPETUAL UTILITY EASEMENT

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**Know All Men By These Presents:** That R & R Three, Inc. an Ohio Corporation, whose tax mailing address is 1160 South McCord, Holland, Ohio, 43528, 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 forever, a perpetual alienable Utility Easement with right to lay, install, construct, reconstruct, erect, repair, supplement, maintain, operate, and/or remove, at any time or times hereafter, its electrical power system, including but not limited to conduits, pedestals, poles, wires, guys, anchors, cables, fixtures, surface monuments, manholes, associated pad or pole mounted electronic equipment and cabinetry, wires and appurtenances, as it deems necessary, both above and below ground, with the further right to permit the attachment of, and/or carry in underground or aboveground conduit, wires, cables and other associated above or underground facilities of any other company with services and extensions therefrom, in, on, over, and/or under our lands, with the right of ingress to and egress from and over said premises (real estate) situated in the City of Napoleon, County of Henry and State of Ohio, and described as:

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 railroad spike found at the intersection of the centerlines of Independence Drive and Industrial Drive North-South;

thence North 89°31'57" West on the centerline of Independence Drive, five hundred sixty-five and fifty-two hundredths (565.52) feet to a point, said point being Station 40+12.33 on the centerline of survey of Independence Drive;

thence North 0°26'02" East, forty and zero hundredths (40.00) feet to a 5/8" x 30" iron pin with reference cap found on the North right-of-way of Independence Drive and the point of beginning;---

thence North 0°26'02" East on the West line of LDM Technologies, Volume 9, Page 267, Official Record, nine hundred thirty-nine and eighty-four hundredths (939.84) feet to a point on the Southerly right-of-way of a thirty (30) foot wide utility easement, recorded Volume 6, Page 1123, Official Record;

thence South 77°43'30" East on the Southerly right-of-way of said thirty (30) foot wide utility easement, twenty and forty-three hundredths (20.43) feet to a point;

thence South 0°26'02" West and parallel with the West line of said LDM Technologies property, nine hundred thirty-five and sixty-six hundredths (935.66) feet to a point on the North right-of-way of Independence Drive;

thence North 89°31'57" West on the North right-of-way of Independence Drive, twenty and zero hundredths (20.00) feet to the point of beginning.

Containing 0.430 acres in said easement.

(All bearings stated above are assumed for the purpose of this description.)

The Grantor claims title to the above described property by virtue of deed recorded in Deed/Official Record **Volume 9, Page 267 and Volume 6, Page 1123** of the records of Henry County, Ohio.

The consideration recited herein shall constitute full and final payment for said easement and all damages sustained and/or claimed by the Grantor, their 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 installation, constructing, reconstructing, erection, repair, supplementing, maintaining, operating, and/or removal, at any time or times hereafter, its electrical power system, including but not limited to conduits, pedestals, poles, wires, guys, anchors, cables, fixtures, surface monuments, manholes, associated pad or pole mounted electronic equipment and cabinetry, wires and appurtenances, 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, driveways, sidewalks and other similar improvements 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.

Grantee will also have the right to mark the location of the strip by suitable markers set in the ground, but such markers when set in the ground will be placed in fences or other locations which will not interfere with any reasonable use the Grantor will make of the land.

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 Utility(s).

**TO HAVE AND TO HOLD** said Utility Easement, together with all rights and privileges belonging thereto unto the Grantee and its successors and assigns forever. This Utility 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 successors and assigns of the respective parties to it.

The Grantor hereby covenants that R & R Three, 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:** The said R & R Three, Inc., an Ohio Corporation, the Grantor, has caused its corporate name to be hereunto subscribed and its corporate seal hereunto affixed by Sean Ruff its President, thereunto duly authorized by Resolution dated 6-20-99, of its Board of Directors this 8 day of July, 1999.

Signed and acknowledged in the presence of:

Jon A Bisher  
Jon A Bisher

Sean Rupp  
R & R Three, Inc., an Ohio Corporation

STATE OF OHIO }  
COUNTY OF WILLIAMS }

SS:

BE IT REMEMBERED, that on this 26 day of JUNE, 1999, before me, the subscriber, a Notary Public in and for said County and State, personally appeared R & R Three, Inc., an Ohio Corporation by SEAN RUPP, its PRESIDENT, who's name is subscribed to and which executed the foregoing instrument, and for himself 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 is his free and voluntary act and deed, his 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 subscribed my name and affixed my Notarial Seal, this 26 day of JUNE 1999.

(seal)

BRIAN M. WIELAND  
Notary Public, State of Ohio  
My Commission Expires May 19, 2001

Brian Wieland  
Notary Public  
Commission Expires:

Accepted by:

\_\_\_\_\_  
Jon A. Bisher, City Manager

\_\_\_\_\_  
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:**  
Adam C. Hoff, P.E. - City Engineer

## *Exhibit "A"*

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 railroad spike found at the intersection of the centerlines of Independence Drive and Industrial Drive North-South;

thence North 89°31'57" West on the centerline of Independence Drive, five hundred sixty-five and fifty-two hundredths (565.52) feet to a point, said point being Station 40+12.33 on the centerline of survey of Independence Drive;

thence North 0°26'02" East, forty and zero hundredths (40.00) feet to a 5/8" x 30" iron pin with reference cap found on the North right-of-way of Independence Drive and the point of beginning;----

thence North 0°26'02" East on the West line of LDM Technologies, Volume 9, Page 267, Official Record, nine hundred thirty-nine and eighty-four hundredths (939.84) feet to a point on the Southerly right-of-way of a thirty (30) foot wide utility easement, recorded Volume 6, Page 1123, Official Record;

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thence North 89°31'57" West on the North right-of-way of Independence Drive, twenty and zero hundredths (20.00) feet to the point of beginning.

Containing 0.430 acres in said easement.

(All bearings stated above are assumed for the purpose of this description.)

**Resolution**

That, Sean Rupp, as President of R & R Three, Inc. Is authorized to grant, bargain, sell, convey and release to the City of Napoleon, Ohio, Henry County, Ohio an easement for utility 0.043 acres of land more or less as described on the attached Exhibit "A" for the price of one dollar (\$1.00) and other valuable consideration and upon such terms as he deems to be in the best interest of the Company.

Dated: 6-20-99

Sean Rupp Pres.  
Officer

**Attest:**

I, the Secretary of the above mentioned Corporation, certify that this is a true and accurate Resolution of the Corporation and was duly passed in accordance with the Corporate By-Laws.

Frank J. Reed  
Secretary