

AUDITORS OFFICE
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DEC 18 2012

Kevin Ganniger
Henry County Auditor

201200093094
Filed for Record in
HENRY COUNTY OHIO
SARA L MYLES, RECORDER
12-18-2012 At 03:36 pm.
EASEMENT 76.00
OR Volume 274 Page 692 - 699

201200093094
CITY OF NAPOLEON
PICK UP

Agreement No. DF-77040c

PIPELINE CROSSING EASEMENT

RMW Ventures, LLC and Maumee & Western Railroad Corporation (severally and collectively the "Grantor") for the sum of \$1.00 and other good and valuable consideration paid by the City of Napoleon, Ohio (the "Grantee"), receipt of which is hereby acknowledged, does hereby grant to the Grantee an Easement(s) and right-of-way under and beneath the railroad corridor, right-of-way and rail line of Grantor, located in the City of Napoleon, Ohio, at, beneath and adjacent to the public pipeline crossing of Scott Street, further described as AARDOT 477643P; the width of Easement which shall not exceed one foot from the outer circumference of the Pipeline, the metes and bounds of which are described in Exhibit A, attached hereto and made a part hereof by reference (the "Easement").

The Easement granted shall be used solely for the purpose of the installing, repairing, maintaining, rebuilding, replacing, inspecting and removing a Grantee owned and operated public water pipeline (the "Pipeline" or the "Pipeline Crossing" or the "Crossing"), with right of ingress and egress for the purposes hereinafter set forth.

The Easement, rights, and privileges shall exist for so long as the Easement is used for the aforesaid purposes, and said Easement may be assigned by Grantee to any governmental unit or agency, subject to prior approval of Grantor. This agreement is made expressly for the benefit of, and shall be binding on, the heirs, personal representatives, successors in interest and permitted assigns of the respective parties.

It is expressly agreed and understood that the Easement rights and privileges conveyed to Grantee are limited to the installation and operation of a public water Pipeline and that Grantee or its heirs, successors and permitted assigns shall be fully responsible for all costs associated with the placing, constructing, operating, using, repairing, maintaining, rebuilding, replacing, and removing the Pipeline, and for complying with all of Grantor's reasonable safety and notification requirements. It is further agreed and understood that since the aforesaid Pipeline passes under and beneath the railroad line operated by Grantor, Grantee shall provide Grantor with reasonable advance notice of any and all activities of Grantee which require it to enter upon Grantor's property or railroad right-of-way for any purposes related to the aforesaid Pipeline. Grantee shall not allow any subsidence, settlement, pollution or environmental degradation, or other impairment of Grantor's property, tracks or right-of-way to occur as a result of any of Grantee's aforementioned activities on, under, or about the Pipeline Crossing; such subsidence, settlement, environmental degradation, pollution, or

impairment shall be promptly and fully remedied and remediated at Grantee's sole expense.

The Easement, rights and privileges granted herein are not exclusive and are subject to preexisting easement(s) or occupancies, but Grantor covenants not to convey any other easement(s) rights within the area covered by this grant which will preclude the use of the Easement by Grantee, as herein set forth.

Grantor also retains, reserves and shall continue to enjoy the use of the surface, subsurface and aerial rights of the property subject to this Easement for any and all purposes, including, but are not limited to:

- 1) any act or activity required or associated with the provisions of railroad service(s) and/or related or associated activities;
- 2) the right to, or to allow others to build, install, construct, locate, maintain, use, operate, repair, and renew: any drainage ditch or related facilities; any fiber optic or other types of communication lines; electric transmission lines; pipelines, and; any structures or facilities associated with any of these, on, under, over, across, or about the Easement and the right to maintain, repair, replace, operate, use, improve or remove any or all such facilities, lines and pipelines, and to derive such income from the same, as in the sole judgment of Grantor may be requisite or advisable. Provided however, that Grantor's exercise of the rights reserved to Grantor in this sub-paragraph shall not prevent the use by Grantee of the Pipeline Easement for the purposes intended, as set forth herein.

Grantee shall have the duty to construct, repair and maintain the Pipeline and related facilities, as well as, all surfaces, facilities and signage on the property subject to this Easement in a safe and presentable condition, and shall at all times keep the Easement property free and open for the benefit of Grantor and any other concurrent user(s). Grantee shall have right of ingress and egress to perform or undertake its obligations hereunder. Grantee will, during the entire actual physical presence of the Pipeline Crossing under Grantor's property, right-of-way and tracks, be solely responsible for all costs associated with the maintenance, repair, replacement, improvement and ultimate removal of the Pipeline and Pipeline components up to and in the Crossing. Grantor and Grantee will coordinate and give each other 24 hours advance notice of any maintenance or related activities in the vicinity of the Pipeline Crossing, and Grantee and each of Grantee's employees, contractors and agents shall comply with Grantor's reasonable safety and notification requirements, while on or about Grantor's property and/or the Easement.

In addition to the Easement rights and privileges, Grantee, with prior notice to Grantor, shall have the right to use as much of the surface of the servient estate as may be reasonably necessary to construct and install, within the Easement, the underground Pipeline and related facilities contemplated by this Easement. Upon completion of construction and installation of the Pipeline, Grantee shall, or shall cause, with prior

approval from Grantor, the replacement and restoration all railroad tracks, signals, signs and related structures and facilities that have been relocated, damaged, destroyed or removed during construction and installation of the Pipeline to the location and condition reasonably satisfactory to Grantor. Grantee will install and maintain for so long as the subject Pipeline Crossing exists, signage located as close as possible to the point where the Pipeline enters into and/or under Grantor's property and right-of-way from adjacent property. The signage shall be in a form, size and format as will be reasonably acceptable to Grantor and shall warn of the location, depth and type of Pipeline Crossing involved.

The rights and privileges granted under this Easement shall terminate if the purposes of the Easement cease to exist or are abandoned by Grantee, or if the Pipeline Crossing shall be conveyed to any party which is not a governmental unit or government owned and operated utility, or if the Pipeline ceases to be utilized for public purpose.

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, except such damage to railroad property or facilities which may occur during the construction, installation, maintenance, repair, removal, operation, use, or improvement of the contemplated Pipeline and related facilities, which occurs during the existence of these Easement or the existence of the Pipeline or related facilities in, on, under or about the Easement.

To have and to hold said Easement, together with all rights and privileges belonging thereto unto the Grantee and its public successors and permitted assigns. 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 permitted assigns for so long as the contemplated Pipeline shall continue to physically exist and be regularly used by Grantee for the public purposes contemplated herein. Except as herein noted, the provisions of this Easement will inure to the benefit of and bind the heirs and/or permitted assigns of the respective parties to it. Said Easement may be assigned by Grantee to any unit of government or public governmental agency (Grantee's "permitted assigns"), subject to Grantor's prior approval.

RMW Ventures, LLC hereby covenants that it is the true and lawful owner of the above described real estate and has full power and authority to convey the same.

Grantor's claim title to this property evidenced by a deed recorded in Volume 27 Page 731 of the Henry County deed records.

Any oral representation or modification concerning this instrument shall be of no force and effect. Any modification of this agreement must be signed by all parties.

In Witness hereof, this instrument is executed on this 11th day of December 2012.

[Signature]
WITNESS

[Signature]
RMW Ventures, LLC, Grantor

STATE OF _____
COUNTY OF _____

Before me, a notary public in and for said county and state, personally appeared the named RMW Ventures, LLC by and through its Manager, the Grantor, who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed.

(SEAL)

[Signature]
NOTARY PUBLIC
MY COMMISSION EXPIRES:

SEAL



In witness hereof this instrument is executed on this 11th day of December, 2012.

[Signature]
WITNESS

[Signature]
Maumee & Western Railroad Corporation. Grantor

WITNESS

STATE OF _____

COUNTY OF _____

Before me, a notary public in and for said county and state, personally appeared the named Maumee & Western Railroad Corporation by and through its CEL, the Grantor, who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed.

(SEAL)

[Signature]
NOTARY PUBLIC
MY COMMISSION EXPIRES:

In witness hereof this instrument is executed on this 11th day of December, 2012.

This easement was prepared by:



[Signature]

Trevor M. Hayberger
Law Director, City of Napoleon, Ohio

This Easement is accepted by the City of Napoleon, Ohio, by having its duly authorized and empowered representative or officer having executed below:

For City of Napoleon, an incorporated Ohio municipality, Grantee, by its:

City Manager Title; Jon A. Bisher Name

STATE OF Ohio

COUNTY OF Henry

Before me, a notary public in and for said county and state, personally appeared the named City of Napoleon Ohio by and through its City Manager, Jon Bisher, the Grantee, who acknowledged that he did sign the foregoing instrument and that the same is his free, clear and duly authorized act and deed.

(SEAL)



ROXANNE DIETRICH
NOTARY PUBLIC
FOR THE
STATE OF OHIO
My Commission Expires
June 23, 2017

Roxanne Dietrich

NOTARY PUBLIC
MY COMMISSION EXPIRES:

In witness hereof this instrument is executed on this 17th day of December, 2012.

EXHIBIT A

Page 1 of 2

LPA RX 883 U

Rev. 06/09

Ver. Date 12/10/12

PID 86846

**PARCEL 20-U2
SCOTT STREET
PERPETUAL EASEMENT FOR UTILITY PURPOSES
IN THE NAME AND FOR THE USE OF THE
CITY OF NAPOLEON, HENRY COUNTY, OHIO**

Easement for 8 inch waterline crossing to the City of Napoleon.

[Surveyor's description of the premises follows]

Situated in the State of Ohio, County of Henry, City of Napoleon, being in the northwest quarter of Section 13, Town 5 North, Range 6 East, and also being on the left side of the centerline of right of way of Scott Street (State Route 108), as shown on a Right of Way Acquisition Plat made in 2010, for the City of Napoleon titled "Contract No. 2010-01, Scott Street Improvements" and bounded and described as follows:

Commencing at a the intersection of the northerly right of way line of the Maumee & Western Railroad with the easterly right of way line of Scott Street (SR 108), also being the southwesterly corner of E. S. Dodd's First Addition to Napoleon and being 41.25 feet right of Station 860+50.24;

1. thence South 61 degrees 02 minutes 55 seconds West a distance of 47.73 feet, along the northerly right of way line of said Maumee & Western Railroad to its apparent intersection with a 8 inch waterline, 6.00 feet left of Station 860+57.00 (Elevation = 871.90, N.G.V.D. 29), said apparent intersection being the true **POINT OF BEGINNING**;
2. thence South 37 degrees 05 minutes 24 seconds East a distance of 101.02 feet along the centerline of said existing waterline to its apparent intersection with the southerly right of way line of said Maumee & Western Railroad, 6.00 feet left of Station 859+55.98 (Elevation = 871.90, N.G.V.D. 29), said apparent intersection being the true **POINT OF TERMINUS**;

The easement described shall be limited to 20" above, below, left, and right of the described centerline of the existing waterline, subject to all legal highways and prior easements of record.

This description was prepared by Jon D. Bruner, Professional Surveyor Number 7098 of The Mannik & Smith Group, on October 25, 2010.

This description is based on a survey made in 2010 by The Mannik & Smith Group, Inc. under the direction and supervision of Jon D. Bruner, Professional Surveyor Number 7098.

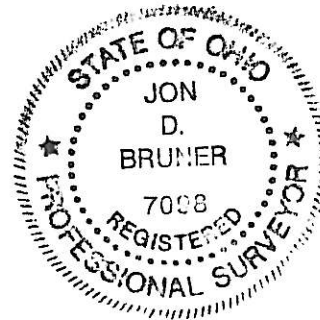
EXHIBIT A

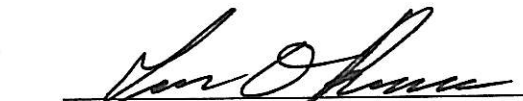
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LPA RX 883 U

Rev. 06/09

The bearings are based on the Ohio State Plane Coordinate System, North Zone, and North American datum of 1983 (1986 Adjustment) as established from a GPS survey tied to a network of control monuments established by the City of Napoleon.




Jon D. Bruner
Professional Surveyor #7098
The Mannik and Smith Group, Inc.
1800 Indian Wood Circle
Maumee, Ohio 43537

12-14-12
Date