

UTILITY EASEMENT

Easement No. Elect 98-1

State of Michigan)
County of Ashtabula) ss

The Yousif I Corporation, a corporation located in the State of Michigan, mailing address of 30900 Telegraph Rd. Bingham Farms, Michigan 48025, as Grantor(s), in consideration of One (\$1.00) Dollar and other good and valuable consideration, the receipt of which is acknowledged, by these presents do grant, bargain, sell, and convey, to City of Napoleon, Ohio, as grantee, a municipal corporation under the laws of the State of Ohio, its successors and assigns forever, a perpetual alienable utility easement 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 situated in the **City of Napoleon, Township of Napoleon, County of Henry, State of Ohio, and being part of NE ¼ Section(s) 11, Township 5N, Range 6E.**

The Easement herein granted shall be as described feet in width and more fully described as follows:

EASEMENT AS DESCRIBED IN ATTACHED EXHIBITS "A" and "B"

Said easement may be further identified on exhibit(s) "A" and "B" attached hereto and by this reference made a part thereof. Any reference to "Napoleon Light and Power" on said attachments shall be construed as the City of Napoleon, Ohio.

The right to enter and depart is necessary to the proper use of any other right granted, upon the condition that Grantee will repair any damage caused by grantee to grantor's lands as a result of this easement. Any damage due to construction, maintenance, or removal, of said facilities shall be paid, repaired or restored by the City of Napoleon, Ohio.

Grantor(s) claim title to the above described property by virtue of deed recorded in Deed/Official Record **Volume 30, Page 414** of the records of Henry County, Ohio.

11227
RECEIVED
& RECORDED

AUG 26 1998

2:15 P.M.
ARLENE WALLACE, RECORDER
HENRY COUNTY, OHIO

Permanent Utility Easement

City

30.00

Grantee will also have the right to mark the location of the strip by suitable markers set in the ground and other areas which will not interfere with any reasonable use 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 electrical power system.

TO HAVE AND TO HOLD said Utility Easement, together with all rights and privileges belonging thereto unto the Grantees 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 Grantees, 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(s) hereby covenants that they (Yousif I Corporation) are the true and lawful Owner(s) of the above described real estate and have full power and authority by their position they hold to convey the same and that the same is free and clear from all liens and encumbrances whatsoever and that the Grantor(s) will warrant and defend the title to the said easement against all lawful claims. Grantor(s) warrants that the above described property as subject of said easement does not contain hazardous materials as defined by federal and state statute or regulation.

It is agreed that the foregoing is the entire agreement between the parties hereto, and that this written agreement is complete in all its terms and provisions. Said easement and agreement to be controlled by the laws of Ohio.

IN WITNESS WHEREOF, the Yousif I Corporation, grantor(s), by and through its President has executed this Perpetual Utility Easement this 24 day of August, 1998.

Signed in the Presence of:

Yousif I Corporation

[Signature]
Witness

[Signature]
By: Yousif Karcho, President

[Signature]
Witness

Resolution No. _____ Passed: _____

Before me, a Notary Public in and for said County and State, personally appeared the above named Yousif Karcho, President in and for the Yousif I Corporation, who acknowledged

that the signing of this Easement is the free act and deed of the Yousif I Corporation, and is his free act and deed as its President.

Anna M. Liguorski
Notary Public
Commission Expires: 4/26/2001

(SEAL)

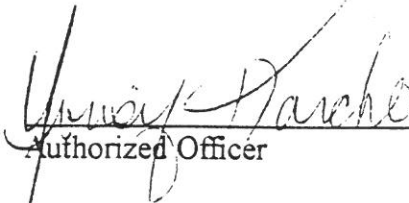
Utility Easement Accepted by: Jon A. Bisher 26 Aug 98
Jon A. Bisher, City Manager (date)

This instrument was prepared and approved by:
David M. Grahn, Attorney
Napoleon City Law Director
255 W. Riverview
Napoleon, Ohio 43545
419-592-3503

Corporate Resolution

That, the Corporation known as Yousif I Corporation, organized under the laws of Michigan do hereby grant the President, Yousif Karcho, and direct the same, to execute an easement marked as "ELECT 98-1" to the City of Napoleon, Ohio.

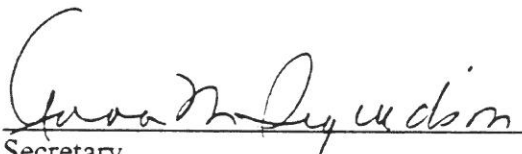
Passed:



Authorized Officer

Certification

I, ANNA M. SIGURDSON Secretary of the Yousif I Corporation, a corporation organized under the laws of Michigan, state that this resolution is a true and accurate copy of the original and that the same is an official resolution, duly passed with legal authority.



Secretary

8/24/98

Date

off rec 02 pg 681

C.R. "R"

NE Cor., NE 1/4, Section 11

Plat of Survey

For: Napoleon Light & Power

(Easement Route)

Being a part of the Northeast quarter (1/4) of Section 11, Town 5 North, Range 6 East, Napoleon Township, City of Napoleon, Henry County, Ohio.



SCALE 1" = 100'

6.773 Ac.

Grand Hotel & Resorts Intl.

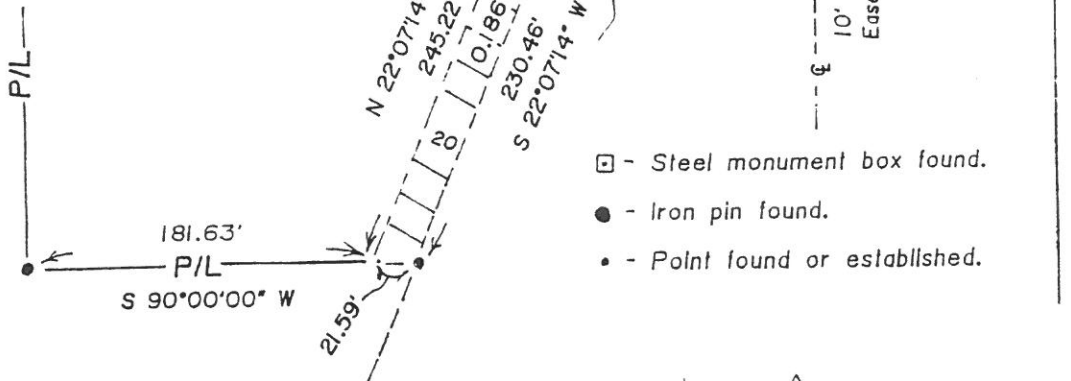
(Paramount Inn)

230-926

I hereby certify this survey and notes to be correct to the best of my knowledge.

Paul J. Westhoven

Paul J. Westhoven
Registered Surveyor No. 5602
July 10, 1998
Survey No. 6447a-H-CN-7-17-98



- - Steel monument box found.
- - Iron pin found.
- - Point found or established.

S.R. No. 108



Rahee Hospitality Inc.
Vol. 11, Pg. 673 O.R.

Exhibit A

Paul J. Westhoven
REGISTERED LAND SURVEYOR
129 W. WASHINGTON STREET-P.O. BOX 172
NAPOLEON, OHIO 43545
Phone (419) 592-0771
Fax (419) 592-0775

07/07 rec 22 pg 688
(Exhibit "B")

Description of a 20 foot wide electrical easement for: Napoleon Light & Power

An electrical easement located in the Northeast quarter ($\frac{1}{4}$) of Section 11, Town 5 North, Range 6 East, Napoleon Township, City of Napoleon, Henry County, Ohio, and which is more particularly described as follows:

Commencing at a steel monument box found at the Northeast corner of the Northeast quarter ($\frac{1}{4}$) of said Section 11;

thence South $0^{\circ}00'00''$ West (assumed bearing for the purposes of the description) on the East line of the Northeast quarter ($\frac{1}{4}$) of said Section 11 and the centerline of State Route No. 108, one thousand one hundred and zero hundredths (1100.00) feet to a point;

thence South $90^{\circ}00'00''$ West, forty and zero hundredths (40.00) feet to an iron pin found;

thence South $6^{\circ}07'15''$ West on the Northwesterly L/A right-of-way of U.S. 6 & 24, one hundred eighty-seven and fifty-seven hundredths (187.57) feet to a point;

thence South $3^{\circ}26'02''$ West on the Northwesterly L/A right-of-way of U.S. 6 & 24, two hundred fifty and forty-five hundredths (250.45) feet to a point;

thence South $58^{\circ}46'53''$ West, thirty-seven and eighty-three hundredths (37.83) feet to a point in the centerline of a ten (10) foot Toledo Edison Easement recorded in Volume 179, page 421, Easement Records, and the point of beginning;-

thence South $58^{\circ}46'53''$ West on the Northwesterly L/A right-of-way of U.S. 6 & 24, one hundred fifty-five and eleven hundredths (155.11) feet to a point;

thence South $22^{\circ}07'14''$ West on the Northwesterly L/A right-of-way of U.S. 6 & 24, two hundred thirty and forty-six hundredths (230.46) feet to an iron pin found;

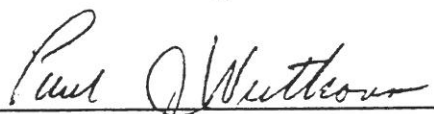
thence leaving said right-of-way and bearing South $90^{\circ}00'00''$ West, twenty-one and fifty-nine hundredths (21.59) feet to a point;

thence North $22^{\circ}07'14''$ East, two hundred forty-five and twenty-two hundredths (245.22) feet to a point;

thence North $58^{\circ}46'53''$ East, one hundred seventy-nine and twenty-four hundredths (179.24) feet to a point in the centerline of a ten (10) foot wide Toledo Edison easement recorded in Volume 179, page 421, Easement Record;

thence South $9^{\circ}58'12''$ West in the centerline of said easement, twenty-six and fifty-eight hundredths (26.58) feet to the point of beginning.

Containing 0.186 acres of land more or less.



Paul J. Westhoven
Registered Surveyor No. 5602
Survey No. 6447a-H-CN-7-17-98