

**Agreement for Grant of Temporary Easement**

("Temporary Easement Agreement")

KNOW ALL THESE MEN BY THESE PRESENTS, that for and in consideration of the sum of one dollar (\$1.00), the receipt and sufficiency of which are hereby acknowledged, the "GRANTOR", **the City of Napoleon**, an Ohio municipality, does hereby grant to the "GRANTEE", **Ridi RIEO, LLC**, an Ohio limited liability company, a nonexclusive, temporary easement, for the benefit of the real property more fully-described on the attached Exhibit A (hereinafter "Property").

Said temporary easement shall be in, over, upon, through, and under that portion of the street known as "Marco Drive", which was properly dedicated to the City of Napoleon on August 29, 2014 and as recorded on Slide 357B in the Henry County Recorder's Office, the area of said temporary easement encompasses that portion of Marco Drive running easterly and westerly along the Property, as more specifically delineated by cross marks on the attached Exhibit B (hereinafter "Temporary Easement Area").

This Temporary Easement Agreement is subject to the following terms and conditions:

1. Said temporary easement shall be for the sole purposes of: laying, installing, constructing, and maintaining infrastructure necessary for ingress and egress to the Property and for laying, installing, constructing, and maintaining infrastructure necessary for utilities to service the Property.
2. The GRANTEE is solely responsible for any and all costs, direct or indirect, associated with the laying, installing, constructing, maintaining, repairing, replacing, and removing any infrastructure associated with this Temporary Easement Agreement.
3. The GRANTEE shall do no unnecessary damage, above or underground, within the Temporary Easement Area and shall restore, at GRANTEE'S

sole and exclusive expense, the Temporary Easement Area to the same condition in which it existed prior to any work or improvements by GRANTEE, as near as such restoration can be made, upon the termination of this Temporary Easement Agreement.

4. GRANTOR retains, reserves, and shall continue to enjoy full use of the Temporary Easement Area for any and all purposes and uses that do not interfere with or prevent the use of the Temporary Easement, including, without limitation, the granting of additional easements and rights-of-way.
5. GRANTOR reserves the right to terminate this Temporary Easement Agreement for any reason upon giving ninety (90) days' written notice to GRANTEE. GRANTOR shall not be required to compensate GRANTEE for any improvements, repairs, or maintenance made by GRANTEE during the term of this Temporary Easement Agreement or for any disruption in or to GRANTEE'S business operations as a result of the termination of this Temporary Easement Agreement.
6. The easement, rights, and privileges granted herein are nonexclusive, and GRANTOR reserves and retains the right to convey similar easements and rights to such other persons as GRANTOR may deem proper provided such similar easements do not affect GRANTEE'S easement.
7. GRANTEE represents and warrants that it has sufficient and adequate insurance coverage for any and all activities that may be involved, directly or indirectly, within the Temporary Easement Area.
8. The GRANTEE, by acceptance and execution of this Temporary Easement Agreement, shall be solely responsible to the GRANTOR and shall indemnify and hold harmless GRANTOR for any claims or liabilities including all costs, expenses, and actual attorney fees, for any injury to any person(s), or damage to any property, including but not limited to property of the GRANTOR, paid or incurred by the GRANTOR, arising out of, or incident to, the actions, including but not limited to any laying, installation, construction, maintenance, repairs, or replacement of any infrastructure by the GRANTEE, its designee, agents, employees, or any person(s) under oral or written contract with the GRANTEE; provided, however, GRANTEE shall not be responsible for any claims resulting from the actions or negligence of GRANTOR.

This Temporary Easement Agreement shall be binding upon and inure to the benefit of the GRANTOR and the GRANTEE described above, their successors and

assigns. Notwithstanding the foregoing, no rights or interests conveyed herein may be assigned by GRANTEE without the prior express written consent of GRANTOR.

In witness whereof, we have set our hands and seals this 3<sup>rd</sup> day of September, 2019.

**City of Napoleon, GRANTOR**

By [Signature]  
and [Signature], Finance Director/~~Clerk~~

**Approved as to Form and Correctness:**

By [Signature]  
Billy D. Harmon, Jr. City Law Director

Ridi Reio LLC, GRANTEE

By [Signature]

STATE OF OHIO,

COUNTY OF HENRY:

Be it remembered, that on this 22 day of August, 2019, before me, a notary public in and for the State of Ohio, personally appeared the above-named Deugham Ridi, who acknowledges the signing thereof to be his voluntary act and deed and the voluntary act and deed of the Grantor and its authorized agent.

In testimony whereof, I have hereunto subscribed my name and affixed my official seal at Napoleon, Ohio on the day and year aforesaid.



KATHY A. KAMINSKY  
NOTARY PUBLIC - OHIO  
MY COMMISSION EXPIRES 04-14-2021

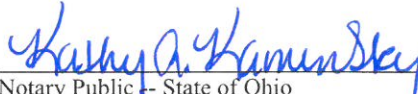
Kathy A. Kaminsky  
Notary Public -- State of Ohio

STATE OF OHIO,

COUNTY OF Lucas :

Be it remembered, that on this 22 day of August, 2019, before me, a notary public in and for the State of Ohio, personally appeared the above-named Bergham Ridi, who acknowledges the signing thereof to be his voluntary act and deed and the voluntary act and deed of the Grantee and its authorized agent.

In testimony whereof, I have hereunto subscribed my name and affixed my official seal at Napoleon, Ohio on the day and year aforesaid.

  
Notary Public - State of Ohio



KATHY A. KAMINSKY  
NOTARY PUBLIC - OHIO  
MY COMMISSION EXPIRES 04-14-2021

THIS INSTRUMENT PREPARED BY:

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NOTE: 9.6.2019 - per Amanda Griffith, Elise Harmon took the Easement to the Recorder's Office to be Recorded.