

W.O. W0014054

**EASEMENT & RIGHT OF WAY** Easement No. OH063530R  
(Independence Square and Replat of Independence Square)

Tax Parcel Nos. 620000057420, 580001024933, 580001024932, 580001024934, 580001024935, 580001024937, and 580001024938  
RLG Findlay-II LTD, an Ohio limited liability company, and GCG Findlay-II LTD, an Ohio limited liability company, whose tax mailing address is 8163 Old Yankee Rd., Ste. B., Dayton, OH 45458, "Grantor(s)" in consideration of \$1.00, the easement terms, and other good and valuable consideration from Ohio Power Company, an Ohio corporation, having an office at 1 Riverside Plaza, Columbus, OH 43215, "Grantee," the receipt and sufficiency of which is acknowledged, grants and conveys with general warranty covenants to Grantee, a right of way and non-exclusive easement "Easement," for electric, other energy or communication purposes for current/future uses, underground, in, on, over, through and across the following described lands situated in the City of Findlay (Liberty Township, Section 11 SE 1/4), County of Hancock, State of Ohio:

and being Lot Five (5) in the plat of Independence Square as shown in Hancock County, Ohio Plat Vol. 21, Page 90, (tax parcel number 620000057420) AND being Lots One (1), Two (2), Three (3), Four (4), Six (6), and Seven (7) in the Replat of Independence Square as shown in Hancock County Plat Vol. 21, Page 207, (tax parcel numbers 580001024933, 580001024932, 580001024934, 580001024935, 580001024937, and 580001024938)

said lands as more fully described in Official Record Volume 2210, Page 1888-1889 of the Hancock County Recorder's Office.

Easement No. OH063530R shall consist of strips of land on a portion of Lot Number 5 in the plat of Independence Square and on Lot Numbers 1, 2, 3, 4, 6, and 7 in the Replat of Independence Square in the City of Findlay, County of Hancock, State of Ohio. These Easement strips are identified as "Easement No. 1 & Easement No. 2" in text and in the survey drawing known as EXHIBIT A, sheets 1 through 5 inclusive, attached hereto and made a part hereof.

Notwithstanding anything further, Easement No. OH063530R also conveys the right for one pole, one down guy, and one anchor permitted on Lot 2 on both the plat and the replat of Independence Square.

It is further agreed that Easement No. OH063530R incorporates easement rights granted in two previous agreements between Grantor and Grantee, said agreements known as Easement No. OH053624R (on file in Hancock County, Ohio in Official Records Volume 2273, Page 556) and Easement No. OH053750 (on file in Hancock County, Ohio in Official Records in Volume 2284, Page 2046).

It is further agreed by the parties hereto that Easement No. OH063530R supersedes and terminates Easement No. OH053624R and Easement No. OH053750.

The Easement conveys all necessary and convenient rights for the Easement's use including, without limitation, the rights to: construct, operate, maintain, inspect, protect, repair, replace, enlarge, upgrade, relocate within the Easement, extend or remove utility facilities, with supporting structures, conductors, conduits, service pedestals, grounding systems, foundations, manholes, devices and associated equipment as it may deem appropriate, adding thereto from time to time; perform grading or filling for such facilities; cut, trim, remove and/or otherwise control, at Grantee's option, without any liability to Grantor, any trees, overhanging limbs or branches, brush, shrubs, undergrowth, of whatever size, (including those that are dead, diseased, weak, or leaning), buildings, structures, or other obstructions that in Grantee's reasonable judgment endangers or will endanger the safety of, interfere with or encroach upon the use of its facilities, both within and adjoining the Easement. Within the Easement, Grantor shall not: place any buildings, structures, pile or debris, interfere with lateral support, construct any swimming pool, change the level of the ground by excavation or mounding without Grantee's written consent, allow any construction that would be inconsistent with the National Electric Safety Code or Grantee's design standards, and, for underground lines, permit or cause any excavation, except for other utilities, provided such utilities rights do not conflict with this Easement. This Easement also conveys the right of ingress and egress in and over any reasonable routes at all times. If any governmental authority requires Grantee to relocate the facilities contemplated by this grant, this Easement conveys the right to relocate such facilities to a comparable location *upon written approval of said relocation by Grantor, said approval not to be unreasonably withheld.* The Easement granted hereunder is a permanent easement and will continue in full force and effect so long as the Easement is used by the Grantee, its successors and assigns. Notwithstanding, Grantor(s) shall have the right, at its sole option, to request movement of Grantee's Easement and facilities to another location upon Grantor's property at Grantor's sole expense. Upon receipt of a new Easement (and removal or abandonment of all facilities located within the rights granted under Easement No. OH063530R) Grantee shall release and extinguish all of its rights granted pursuant to Easement No OH063530R.

200600003959  
AMERICAN ELECTRIC POWER - JAN SAMPSDH  
430 EMMA STREET  
FINDLAY, OH 45840

Easement No. OH063530R

Grantor may use its property for all purposes not inconsistent with the full enjoyment of the Easement, but Grantor acknowledges high voltage electric lines will be constructed within the Easement and Grantor shall conduct construction/maintenance activities on its property consistent with all applicable safety rules and regulations for working near electric lines. Safety/required clearance issues may be referred to Grantee's Engineering Group and if Grantor initiates any construction or building activities on its property, always call the applicable utility protection service before the activity begins. Grantee shall restore the premises or pay reasonable damages done to fences, drains, seeded lawns (not landscaping), gates, ditches and crops caused by Grantee's use of the Easement. Grantor has authority to grant this Easement. No delay or omission by Grantee in exercising any right hereunder shall operate as a waiver or forfeiture of such right. This Easement grant is effective and binding upon the parties, their respective successors, assigns, lessees, licensees, heirs and legal representatives, and if any term hereunder is held invalid, the remainder shall not be affected thereby. Easement attachments, if any, are incorporated herein by this reference.

Grantor(s) signed this Easement on the 14<sup>th</sup> day of March, 2006

RLG Findlay-II LTD

by:

Grantor Signature: [Signature]

Randall L. Gunlock, Managing Member

STATE OF OHIO, COUNTY OF MONTGOMERY ss:

The foregoing instrument was acknowledged before me this 14<sup>th</sup> day of March, 2006 by Randall L. Gunlock, the Managing Member of RLG Findlay-II Ltd., an Ohio limited liability company, on behalf of the company.

Pamela S. Swihart  
Notary Public  
(printed/stamped) name

Commission Expires

PAMELA S. SWIHART  
Notary Public, State of Ohio  
My Comm. Expires Feb. 14, 2007

Grantor(s) signed this Easement on the 14<sup>th</sup> day of March, 2006

GCG Findlay-II LTD

by:

Grantor Signature: [Signature]

Glenn C. Gunlock, Managing Member

STATE OF OHIO, COUNTY OF MONTGOMERY ss:

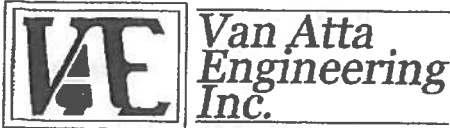
The foregoing instrument was acknowledged before me this 14<sup>th</sup> day of March, 2006 by Glenn C. Gunlock, the Managing Member of GCG Findlay-II Ltd., an Ohio limited liability company, on behalf of the company.

Pamela S. Swihart  
Notary Public  
(printed/stamped) name

Commission Expires

PAMELA S. SWIHART  
Notary Public, State of Ohio  
My Comm. Expires Feb. 14, 2007

Instrument prepared by:  
Ohio Power Company  
c/o American Electric Power  
1 Riverside Plaza  
Columbus, OH 43215



**Engineering & Surveying**

570 Congress Park Drive  
Centerville, Ohio 45459  
Phone: (937) 438-5650  
Fax: (937) 438-5645

January 23, 2006

**INDEPENDENCE SQUARE  
UTILITY EASEMENT #1**

LOCATED IN THE SOUTHEAST ONE-QUARTER OF SECTION 11, TOWN 1 NORTH, RANGE 10 EAST, LIBERTY TOWNSHIP, CITY OF FINDLAY, COUNTY OF HANCOCK, STATE OF OHIO AND BEING AN UTILITY EASEMENT OVER LOTS #1, #2, #3, #4 & #6 OF THE PLAT KNOWN AS INDEPENDENCE SQUARE AS RECORDED IN PLAT BOOK 21, PAGES 207-209 OF THE PLAT RECORDS OF SAID COUNTY AND BEING DESCRIBED MORE PARTICULARLY AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT #2, SAID POINT ALSO LYING ON THE SOUTH RIGHT-OF-WAY LINE OF U.S. ROUTE 224;

THENCE WITH THE SOUTH RIGHT-OF-WAY LINE OF U.S. ROUTE 224 AND THE NORTH LINE OF SAID LOT #2 SOUTH 89°31'55" EAST, 42.99 FEET TO A POINT;

THENCE CONTINUING WITH THE SOUTH RIGHT-OF-WAY LINE OF U.S. ROUTE 224, THE NORTH LINE OF SAID LOT #2 AND ITS EXTENSION BEING THE NORTH LINE OF SAID LOT #1 SOUTH 86°25'18" EAST, 414.01 FEET TO THE NORTHEAST CORNER OF SAID LOT #1 AND A POINT ON THE WEST RIGHT-OF-WAY LINE OF INTERSTATE 75;

THENCE WITH THE WEST RIGHT-OF-WAY LINE OF INTERSTATE 75 AND THE EAST LINE OF SAID INDEPENDENCE SQUARE THE FOLLOWING COURSES:

1. SOUTH 01°20'57" EAST, 198.81 FEET TO A POINT;
2. THENCE SOUTH 05°44'17" WEST, 311.27 FEET TO A POINT;
3. THENCE SOUTH 18°20'26" WEST, 300.37 FEET TO A POINT;
4. THENCE SOUTH 22°38'07" WEST, 200.06 FEET TO A POINT;
5. THENCE SOUTH 21°12'11" WEST, 323.79 FEET TO A POINT;

THENCE LEAVING THE EAST LINE OF SAID INDEPENDENCE SQUARE AND THE WEST RIGHT-OF-WAY LINE OF INTERSTATE 75 THE FOLLOWING COURSES:

1. NORTH 87°08'39" WEST, 520.32 FEET TO A POINT;
2. THENCE NORTH 88°54'00" WEST, 276.59 FEET TO A POINT ON THE SOUTH LINE OF LOT #6 OF SAID INDEPENDENCE SQUARE AND ON THE NORTH LINE OF PARCEL #3 (1.737 ACRES) AS CONVEYED TO THE CITY OF FINDLAY BY THE DEED RECORDED IN VOLUME 890, PAGE 80 OF THE DEED RECORDS OF SAID COUNTY;

THENCE WITH THE SOUTH LINE OF SAID LOT #6 AND THE NORTH LINE SAID PARCEL #3 NORTH 53°39'38" WEST, 495.19 FEET TO A POINT ON THE WEST LINE OF SAID INDEPENDENCE SQUARE;

THENCE WITH THE WEST LINE OF SAID INDEPENDENCE SQUARE NORTH 01°05'45" EAST, 10.73 FEET TO A POINT;

THENCE LEAVING THE WEST LINE OF SAID INDEPENDENCE SQUARE SOUTH 53°38'41" EAST, 463.06 FEET TO A POINT;

THENCE SOUTH 88°54'00" EAST, 188.16 FEET TO A POINT;

THENCE NORTH 01°06'00" EAST, 99.83 FEET TO A POINT;

THENCE SOUTH 88°54'00" EAST, 36.25 FEET TO A POINT;

THENCE SOUTH 01°06'00" WEST, 99.83 FEET TO A POINT;

THENCE SOUTH 88°54'00" EAST, 32.75 FEET TO A POINT;

THENCE SOUTH 01°06'00" WEST, 8.67 FEET TO A POINT;

THENCE SOUTH 88°54'00" EAST, 129.83 FEET TO A POINT;

THENCE NORTH 01°06'00" EAST, 53.17 FEET TO A POINT;

THENCE SOUTH 88°54'00" EAST, 15.00 FEET TO A POINT;

THENCE SOUTH 01°06'00" WEST, 53.17 FEET TO A POINT;

THENCE SOUTH 88°54'00" EAST, 402.39 FEET TO A POINT;

THENCE NORTH 21°12'11" EAST, 299.77 FEET TO A POINT;

THENCE NORTH 01°06'00" EAST, 109.66 FEET TO A POINT;

THENCE SOUTH 88°54'00" EAST, 35.33 FEET TO A POINT;

THENCE NORTH 01°06'00" EAST, 63.57 FEET TO A POINT;

THENCE NORTH 77°23'31" EAST, 37.73 FEET TO A POINT;

THENCE NORTH 18°20'26" EAST, 295.93 FEET TO A POINT;

THENCE NORTH 05°44'17" EAST, 220.13 FEET TO A POINT;

THENCE SOUTH 88°54'00" EAST, 15.05 FEET TO A POINT;

THENCE NORTH 05°47'17" EAST, 85.68 FEET TO A POINT;

THENCE NORTH 01°20'57" WEST, 184.12 FEET TO A POINT;

THENCE NORTH 86°25'18" WEST, 190.39 FEET TO A POINT;

THENCE SOUTH 01°05'45" WEST, 156.12 FEET TO A POINT;

THENCE SOUTH 43°54'15" EAST, 74.60 FEET TO A POINT;

THENCE SOUTH 46°05'45" WEST, 10.00 FEET TO A POINT;

THENCE NORTH 43°54'15" WEST, 78.74 FEET TO A POINT;

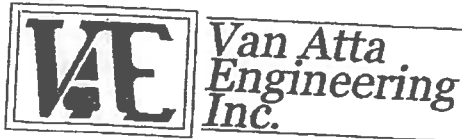
THENCE NORTH 01°05'45" EAST, 160.70 FEET TO A POINT;

THENCE NORTH 86°25'18" WEST, 199.44 FEET TO A POINT;

THENCE NORTH 89°31'55" WEST, 42.75 FEET TO A POINT ON THE WEST LINE OF SAID LOT #2;

THENCE WITH THE WEST LINE OF SAID LOT #2 NORTH 01°05'45" EAST, 15.00 FEET TO THE POINT OF BEGINNING AND THERE TERMINATE.

NOTE: THE INTENT OF THIS EASEMENT IS TO ENCOMPASS THE UTILITIES AS CONSTRUCTED IN THE FIELD.



**Engineering & Surveying**

570 Congress Park Drive  
Centerville, Ohio 45459  
Phone: (937) 438-6650  
Fax: (937) 438-6645

January 4, 2006

**INDEPENDENCE SQUARE  
UTILITY EASEMENT #2**

LOCATED IN THE SOUTHEAST ONE-QUARTER OF SECTION 11, TOWN 1 NORTH, RANGE 10 EAST, LIBERTY TOWNSHIP, CITY OF FINDLAY, COUNTY OF HANCOCK, STATE OF OHIO AND BEING AN UTILITY EASEMENT OVER LOT #5 OF THE INDEPENDENCE SQUARE AS RECORDED IN PLAT BOOK 21, PAGES 90-91 OF THE PLAT RECORDS OF SAID COUNTY AND BEING DESCRIBED MORE PARTICULARLY AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT #5, SAID POINT ALSO LYING ON THE SOUTH LINE OF PARCEL #3 (1.737 ACRES) AS CONVEYED TO THE CITY OF FINDLAY BY THE DEED RECORDED IN VOLUME 890, PAGE 80 OF THE DEED RECORDS OF SAID COUNTY;

THENCE WITH THE NORTH LINE OF SAID LOT #5 AND THE SOUTH LINE OF SAID PARCEL #3 SOUTH 53°39'38" EAST, 79.59 FEET TO A POINT;

THENCE LEAVING THE NORTH LINE OF SAID LOT #5 AND THE SOUTH LINE OF SAID PARCEL #3 SOUTH 01°05'45" WEST, 156.87 FEET TO A POINT;

THENCE SOUTH 19°24'37" WEST, 58.50 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT #5, SAID POINT ALSO LYING ON THE NORTH RIGHT-OF-WAY LINE OF NORTH RIVER ROAD;

THENCE WITH THE SOUTH LINE OF SAID LOT #5 AND THE NORTH RIGHT-OF-WAY LINE OF NORTH RIVER ROAD NORTH 43°37'15" WEST, 66.25 FEET TO THE SOUTHWEST CORNER OF SAID LOT #5;

THENCE LEAVING THE NORTH RIGHT-OF-WAY LINE OF NORTH RIVER ROAD, WITH THE WEST LINE OF SAID LOT #5 NORTH 01°05'45" EAST, 211.26 FEET TO THE POINT OF BEGINNING AND THERE TERMINATE.

NOTE: THE INTENT OF THIS EASEMENT IS TO ENCOMPASS THE UTILITIES AS CONSTRUCTED IN THE FIELD.

Easement No. OH063530R

Grantor may use its property for all purposes not inconsistent with the full enjoyment of the Easement, but Grantor acknowledges high voltage electric lines will be constructed within the Easement and Grantor shall conduct construction/maintenance activities on its property consistent with all applicable safety rules and regulations for working near electric lines. Safety/required clearance issues may be referred to Grantee's Engineering Group and if Grantor initiates any construction or building activities on its property, always call the applicable utility protection service before the activity begins. Grantee shall restore the premises or pay reasonable damages done to fences, drains, seeded lawns (not landscaping), gates, ditches and crops caused by Grantee's use of the Easement. Grantor has authority to grant this Easement. No delay or omission by Grantee in exercising any right hereunder shall operate as a waiver or forfeiture of such right. This Easement grant is effective and binding upon the parties, their respective successors, assigns, lessees, licensees, heirs and legal representatives, and if any term hereunder is held invalid, the remainder shall not be affected thereby. Easement attachments, if any, are incorporated herein by this reference.

Grantor(s) signed this Easement on the 14th day of March, 2006

RLG Findlay-II LTD  
by:  
Grantor Signature: [Signature]  
Randall L. Gunlock, Managing Member

STATE OF OHIO, COUNTY OF MONTGOMERY ss:

The foregoing instrument was acknowledged before me this 14th day of March, 2006 by Randall L. Gunlock, the Managing Member of RLG Findlay-II Ltd., an Ohio limited liability company, on behalf of the company.

[Signature]  
Notary Public  
(printed/stamped) name  
Commission Expires  
PAMELA S. SWIHART  
Notary Public, State of Ohio  
My Comm. Expires Feb. 14, 2007

Grantor(s) signed this Easement on the 14th day of March, 2006

GCG Findlay-II LTD  
by:  
Grantor Signature: [Signature]  
Glenn C. Gunlock, Managing Member

STATE OF OHIO, COUNTY OF MONTGOMERY ss:

The foregoing instrument was acknowledged before me this 14th day of March, 2006 by Glenn C. Gunlock, the Managing Member of GCG Findlay-II Ltd., an Ohio limited liability company, on behalf of the company.

[Signature]  
Notary Public  
(printed/stamped) name  
Commission Expires  
PAMELA S. SWIHART  
Notary Public, State of Ohio  
My Comm. Expires Feb. 14, 2007

Instrument prepared by:  
Ohio Power Company  
c/o American Electric Power  
1 Riverside Plaza  
Columbus, OH 43215

EXHIBIT

# UTILITY EASEMENT #1 & #2 INDEPENDENCE SQUARE

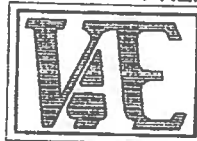
LOCATED IN SE 1/4 SECTION 11, TOWN 1 N, RANGE 10 E

LIBERTY TOWNSHIP, CITY OF FINDLAY

HANCOCK COUNTY, OHIO

JANUARY 19, 2006

PREPARED BY:



**Van Atta  
Engineering  
Inc.**

**Engineering & Surveying**

570 Congress Park Drive

Centerville, Ohio 45459

Phone: (937) 438-5650

Fax: (937) 438-5645

200600003959

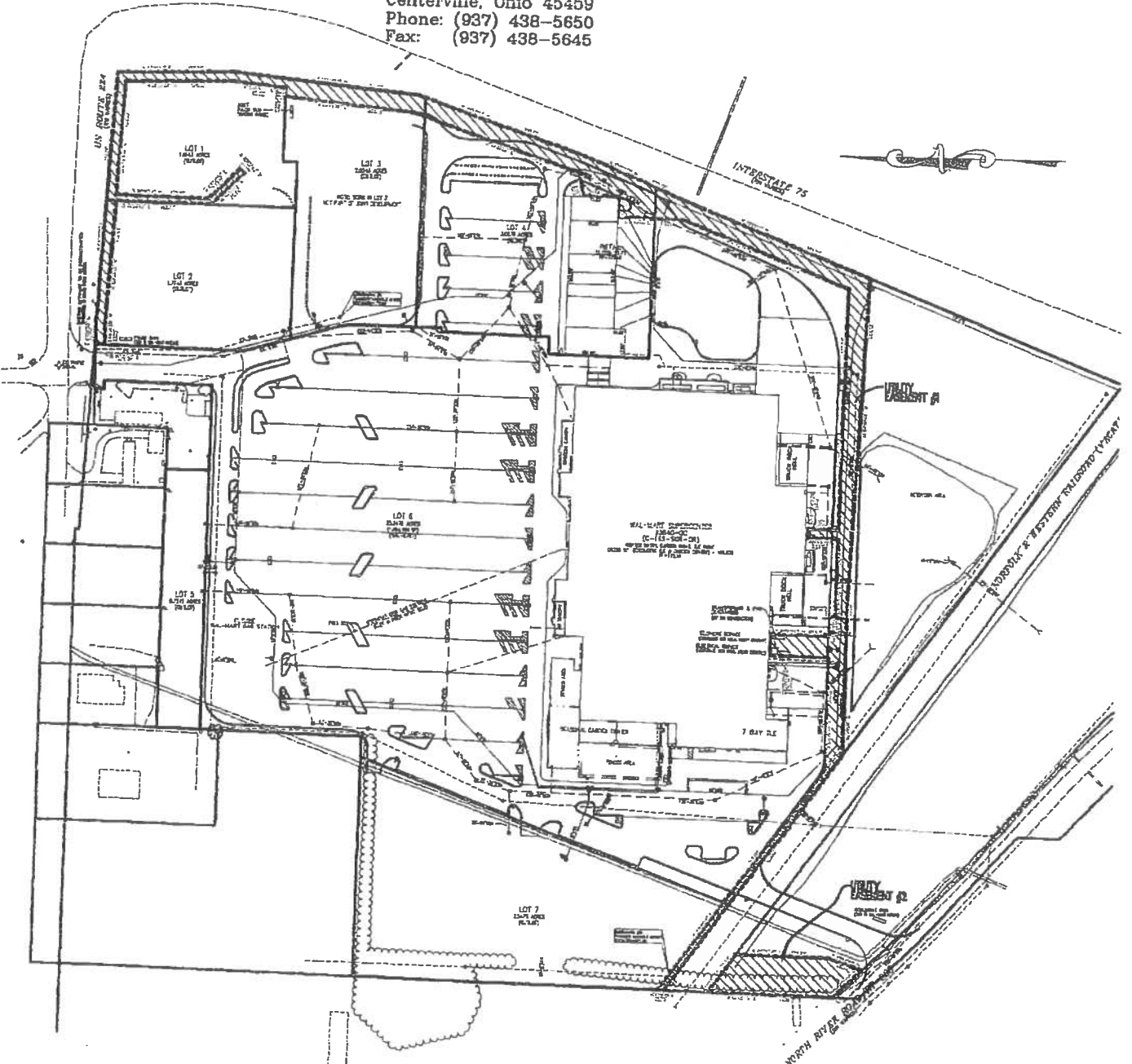
Filed for Record in  
HANCOCK COUNTY OHIO

ANITA M MUSGRAVE

04-05-2006 At 12:50 pm.

EASEMENT RW 68.00

OR Book 2290 Page 1199 - 1205



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