

ORDINANCE NO. 2026-8

Introduced by Tom Harris

AN ORDINANCE RATIFYING ACCEPTANCE OF SIX (6) SEPARATE EASEMENTS TO THE CITY OF HURON, OHIO D/B/A HURON PUBLIC POWER, FOR THE TRANSMISSION AND DISTRIBUTION OF ELECTRIC CURRENT INCLUDING COMMUNICATION FACILITIES UPON, OVER, UNDER AND ACROSS PROPERTY WITHIN THE CITY OF HURON IDENTIFIED AS: (1) PART OF ORIGINAL LOT 28 OF SECTION 2 OF HURON TOWNSHIP AND BEING PART OF ERIE COUNTY PPN: 42-00309.000; (2) PART OF ORIGINAL LOT 27 OF SECTION 2 OF HURON TOWNSHIP AND BEING PART OF ERIE COUNTY PPN: 42-01952.001; (3) PART OF ORIGINAL LOTS 28 AND 32 OF HURON TOWNSHIP BEING PART OF ERIE COUNTY PPN: 42-01029.000; (4) PART OF ORIGINAL LOT 28 OF SECTION 2 OF HURON TOWNSHIP AND BEING PART OF ERIE COUNTY PPN: 42-02070.001; (5) PART OF ORIGINAL LOT 28 OF HURON TOWNSHIP BEING PART OF ERIE COUNTY PPN: 42-02069.000; AND (6) PART OF ORIGINAL LOT 31 OF HURON TOWNSHIP BEING PART OF ERIE COUNTY PPN: 42-04054.001; AND FURTHER RATIFYING THE RECORDATION OF SAID EASEMENTS WITH THE ERIE COUNTY, OHIO RECORDER ON MARCH 4, 2024, AND ON MARCH 16, 2026; AND DECLARING AN EMERGENCY.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF HURON, OHIO:

SECTION 1. That Council hereby ratifies acceptance of six (6) separate Easement Agreements conferred to the City of Huron d/b/a Huron Public Power relating to the following parcels of real property situated in the City of Huron, Ohio for the transmission and distribution of electric current including communication facilities upon, over, under and across the following properties (hereinafter, collectively "the Easements"):

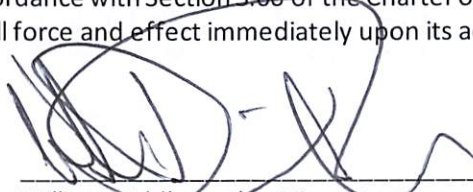
- A. Part of Original Lot 28 of Section 2 of Huron Township, known as being Erie County, Ohio Permanent Parcel No. 42-00309.000, conferred by American Freightways Corporation, nka FedEx Freight, Inc. (successor by merger), an Arkansas corporation. See Easement Agreement as recorded with the Erie County, Ohio Recorder on March 16, 2026, RN: 202601936 attached hereto as Exhibit "A");
- B. Part of Original Lot 27 of Section 2 of Huron Township and being part of Erie County Permanent Parcel No. 42-01952.001, conferred by Nice Barn LLC, an Ohio limited liability company. See Easement Agreement as recorded with the Erie County, Ohio Recorder on March 16, 2026, RN: 202601935 attached hereto as Exhibit "B");
- C. Part of Original Lots 28 and 32 of Huron Township, known as being Erie County, Ohio Permanent Parcel No. 42-01029.000, conferred by Huron Outdoor, aka Huron Outdoor Shop (a division of Bob's Diversified Corp., an Ohio corporation. See Easement Agreement as recorded with the Erie County, Ohio Recorder on March 16, 2026, RN: 202601934 attached hereto as Exhibit "C");
- D. Part of Original Lot 28 of Section 2 of Huron Township, known as being Erie County, Ohio Permanent Parcel No. 42-02070.001, conferred by Kevin P. Fahey. See Easement Agreement as recorded with the Erie County, Ohio Recorder on March 16, 2026 RN: 202601937 attached hereto as Exhibit "D");

- E. Part of Original Lot 28 of Huron Township, known as being Erie County, Ohio Permanent Parcel No. 42-02069.000, conferred by Bradley J. Francis. See Easement Agreement as recorded with the Erie County, Ohio Recorder on March 4, 2024, RN: 202401453 attached hereto as Exhibit "E"); and
- F. Part of Original Lot 31 of Huron Township, known as being Erie County, Ohio Permanent Parcel No. 42-04054.001, conferred by 5 Crooks LLC, an Ohio limited liability company. See Easement Agreement as recorded with the Erie County, Ohio Recorder on March 4, 2024, RN: 202401454 attached hereto as Exhibit "F").

SECTION 2. That the recordation of said Easements with the Erie County, Ohio Recorder is hereby ratified.

SECTION 3. That it is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council and that all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements, including O.R.C. §121.22.

SECTION 4. This Ordinance is declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety of the City, and is necessary to make immediate provision for ratification of prior acts of Council. In accordance with Section 3.06 of the Charter of the City of Huron, this Ordinance shall take effect and be in full force and effect immediately upon its adoption.



William Biddlecombe, Vice-Mayor

ATTEST: 
Clerk of Council

ADOPTED: 24 MAR 2026



Transferred	
In Compliance with sections 319-202 and 322-02 of the Ohio Revised Code.	
FEE \$	
Exempt: <input checked="" type="checkbox"/>	
R.E. TRANSFER:	
\$	
Richard H. Jeffrey Erie County Auditor	
Trans. Fees: \$	
Date: 3-16-2026	By: [Signature]

207
Erie County Auditor
Engineer
3-16-2026
Date
Richard H. Jeffrey

EASEMENT AGREEMENT
(Permanent Electrical Transmission Easement [10 feet])

KNOW ALL MEN BY THESE PRESENTS:

That American Freightways Corporation, nka FedEx Freight, Inc. (successor by merger), an Arkansas corporation, (who with its heirs, legal and estate representatives, successors, and assigns are hereinafter referred to as the "Grantor"), for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, transfer, and convey unto the City of Huron *d/b/a* Huron Public Power, an Ohio municipal corporation (which with its successors and assigns is hereinafter referred to as the "Grantee"), a perpetual non-exclusive easement and right of way as described below for the periodic installation, maintenance, repair, replacement, testing, inspection, improvement, and removal of conduit and related lines for the distribution of electric current, including telephone, telegraph, cable, fibre, and all other electric medium, upon and over lands of Grantor situated in Huron, County of Erie, and State of Ohio, and being more definitely described as follows (the "Easement"):

- (a) A perpetual, nonexclusive easement and right of way upon and over lands of Grantor situated in Huron, County of Erie, and State of Ohio as described on Exhibit A, (attached hereto and made a part hereof), and which is depicted on Exhibit 1 (attached hereto and made a part hereof), for the periodic installation, maintenance, repair, replacement, testing, inspection, improvement, and removal of conduit and related lines for the distribution of electric current, including telephone, telegraph, cable, fibre, and all other electric medium:
- (b) The improvements and infrastructure of Grantee shall be located on Grantors' premises at locations depicted on Exhibit A and Exhibit 1; and
- (c) The rights herein granted Grantee shall include the right to extend said right-of-way, distribution facilities, and easement to such other area or areas as may be mutually agreed upon in writing by Grantee and Grantor, if at all.

(d) The Easement includes the right to enter upon said lands and install, maintain, repair, replace, test, inspect, improve, erect, operate, and permanently maintain and remove conduit and related lines for the distribution of electric current thereon including all usual and customary fixtures and equipment required for the distribution of electric current, including telephone, telegraph, cable, fiber, and all other electric medium and the right to trim, cut, remove, or control by any other means, any and all trees, shrubbery or other vegetation that may interfere with or endanger the safe and efficient operation of the conduit and related lines.

This Easement and the grants, obligations, and other provisions of this instrument shall constitute covenants running with the land and be binding upon and for the benefit of the Grantor and Grantee and their respective heirs, legal and estate representatives, successors, and assigns.

By acceptance of the aforesaid easement, Grantee, on behalf of itself and its successors and assigns, agrees that if the surface areas of the land granted under the Easement is damaged by Grantee or any of its agents, licensees, or contractors, then Grantee shall repair such damage and restore the surface of such damaged surface areas of the land granted under the Easements to the extent reasonably possible to the previous condition at Grantee's sole cost and expense.

The Easement herein granted shall not impose upon Grantee any obligation to exercise the rights granted by such Easement.

And Grantor do for themselves and their heirs, legal and estate representatives, successors and assigns, covenant that they are well-seized of the land described herein as a good and indefeasible estate in fee simple, and have good right to grant the Easement, and that said land is free from all liens and encumbrances whatsoever, except for real estate taxes and assessments, both general and special, which are a lien but are not yet due and payable, and easements, restrictions and all other encumbrances existing of record that will not interfere with the Easement, and that Grantor will warrant and defend the Easement, rights, and privileges herein granted to Grantee, its successors and assigns, against all lawful claims and demands whatsoever, except as aforesaid.

TO HAVE AND TO HOLD the Easement unto said Grantee, its successors and assigns, forever.

SUBSCRIBED AND ACKNOWLEDGED
IN THE PRESENCE OF:

GRANTOR:

AMERICAN FREIGHTWAYS
CORPORATION,
nka FEDEX FREIGHT, INC.
(successor by merger),

By: *[Signature]*
Tina Murphy

Its: MD- Real Estate, Design & Construction

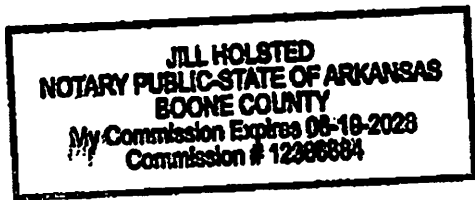
FEDEX LEGAL APPROVAL

J.N.M. 2/19/2026

Arkansas
STATE OF ~~OHIO~~)
Boone) SS:
COUNTY OF ~~ERIE~~)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named *Tina Murphy, MDRES* of American Freightways Corporation, nka FedEx Freight, Inc., an Arkansas corporation (successor by merger), who represented to me to be said person and who signed the foregoing instrument and acknowledged the same as their voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Huron, Ohio this *19* day of *February*, 2026.



[Signature]
Notary Public

SUBSCRIBED AND ACKNOWLEDGED
IN THE PRESENCE OF:

GRANTEE:

CITY OF HURON




Stuart Hamilton, City Manager

STATE OF OHIO)
) SS:
COUNTY OF ERIE)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named Stuart Hamilton, in his capacity as City Manager of the City of Huron, who represented to me to be said person and who signed the foregoing instrument and acknowledged the same as their voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Huron, Ohio this 4th day of March, 2026.

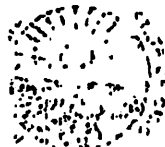


Notary Public



TERRI S WELKENER
Notary Public
State of Ohio
My Comm. Expires
July 30, 2029

Prepared by:
Todd A. Schrader, Law Director
City of Huron
417 Main St.
Huron, OH 44839
(419) 433-5000



December 15, 2022
 Project No. 3002-17-0160
 Erie County, Ohio

Exhibit A- 10' Utility Easement

Situated in the State of Ohio, County of Erie, and City of Huron, being part of Original Lots 28 of Section 2 of Huron Township, and being part of PN 42-00309.000, a 6.8677 acre tract of land in the name of AMERICAN FREIGHTWAYS CORPORATION, as described in Document No. 200010359, all records referenced herein are on file at the Recorder's Office, Erie County, Ohio and being more particularly described as follows:

Commencing at a point in the northerly Right of Way line of Sawmill Parkway (50' R/W) and being the southeasterly corner of PN 42-01029.000, a 2.8412 acre tract of land in the name of Huron Outdoor as described in Document No. 201502047, thence North 52°39'24" East, along the southeasterly line of said Huron Outdoor land, a distance of 10.69 feet to a point, being the TRUE PLACE OF BEGINNING for the tract of land herein described;

- Course No. 1 Thence North 52°39'24" East, along said southeasterly line, a distance of 10.69 feet to a point;
- Course No. 2 Thence South 58°00'56" East, through said American Freightways Corporation land and parallel to the northerly Right of Way line of said Sawmill Parkway, a distance of 538.04 feet to a point in the northwesterly line of PN 42-01997.000, a 3.4662 acre tract of land in the name of Stankic Enterprises LLC as described in Document No. 200706459;
- Course No. 3 Thence South 31°59'00" West, along said northwesterly line, a distance of 10.00 feet to a point in the northerly line of an existing utility easement as described in Volume 464 Page 226;
- Course No. 4 Thence North 58°00'56" West, along the northerly line of said utility easement and parallel to the northerly Right of Way line of said Sawmill Parkway, a distance of 541.82 feet to the TRUE PLACE OF BEGINNING, containing 0.1240 acres of land, more or less, as surveyed, calculated, and described on December 15, 2022, by Branden V. Battig P.S. 8708, subject to all legal highways, leases, and restrictions of record.

The bearings herein are based upon NAD83 State Plane Coordinates, Ohio North Zone, as established in July 2018 in a survey by OHM Advisors.

The above described area includes 0.1240 acres within the Erie County Auditor's Parcel Number 42-00309.000, and the present road occupies 0.0000 acres.

I hereby certify this description was created by using measurements from an actual field survey performed in July 2018 under my direct supervision.



 Branden V. Battig, P.S.
 Registered Surveyor No. S-8708

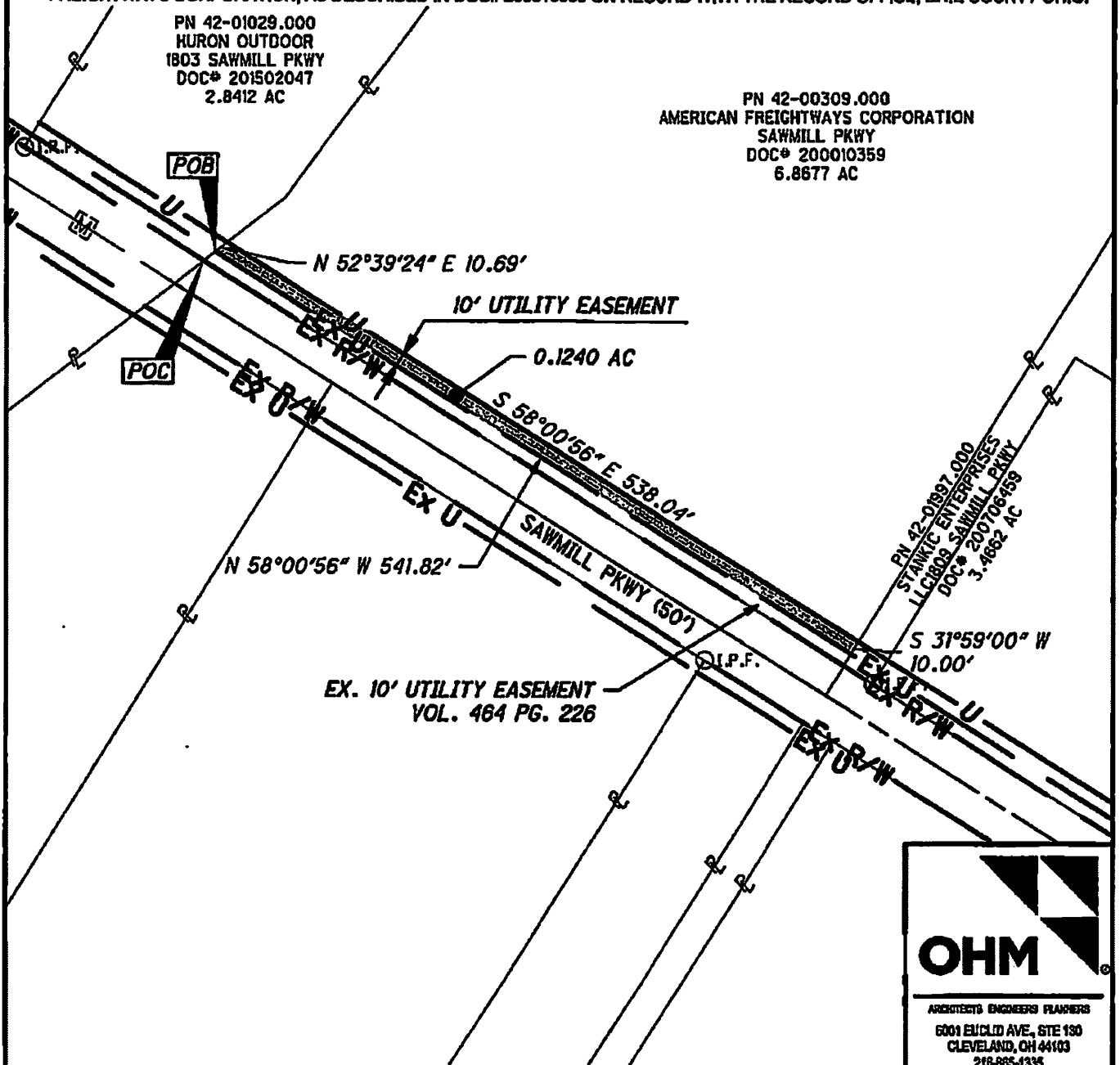
EXHIBIT 1

10' UTILITY EASEMENT

SITUATED IN STATE OF OHIO, COUNTY OF ERIE, CITY OF HURON BEING A PART OF ORIGINAL LOTS 27, 28, 32, & 33, SECTION 2 HURON TOWNSHIP AND BEING PART OF PN 42-00309.000, A 6.8677 ACRE TRACT OF LAND IN THE NAME OF AMERICAN FREIGHTWAYS CORPORATION, AS DESCRIBED IN DOC# 200010359 ON RECORD WITH THE RECORD OFFICE, ERIE COUNTY OHIO.

PN 42-01029.000
 HURON OUTDOOR
 1903 SAWMILL PKWY
 DOC# 201502047
 2.8412 AC

PN 42-00309.000
 AMERICAN FREIGHTWAYS CORPORATION
 SAWMILL PKWY
 DOC# 200010359
 6.8677 AC



PN 42-0897.000
 STANNIC ENTERPRISES
 LLC/BOS. SAWMILL PKWY
 DOC# 200706459
 3.4662 AC

LEGEND:

- EX R/W EX RIGHT OF WAY
- EX U EX UTILITY EASEMENT
- PROP EASEMENT
- PROPERTY LINE
- CENTERLINE OF R/W



OHM
 ARCHITECTS ENGINEERS PLANNERS
 6001 EUCLID AVE, STE 130
 CLEVELAND, OH 44103
 216-865-1335
 OHM-ADVISORS.COM

DESIGNER
BS

REVIEWER
RMK 12-15-22

PROJECT ID
3002170160

Transferred
In Compliance with sections 319-202 and 322-02 of the Ohio Revised Code.
FEE \$ _____
Exempt: <input checked="" type="checkbox"/>
R.E. TRANSFER: _____
\$ _____
Richard H. Jeffrey Erie County Auditor
Trans. Fees: \$ _____
Date: 3/16/26

ERIE COUNTY 3/19/2026
Erie County Auditor, Engineer
Date: 3/16/26
Richard H. Jeffrey

EASEMENT AGREEMENT
(Permanent Electrical Transmission Easement [10 feet])

KNOW ALL MEN BY THESE PRESENTS:

That Nice Barn LLC, an Ohio limited liability company, (who with its heirs, legal and estate representatives, successors, and assigns are hereinafter referred to as the "Grantor"), for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, transfer, and convey unto the City of Huron d/b/a Huron Public Power, an Ohio municipal corporation (which with its successors and assigns is hereinafter referred to as the "Grantee"), a perpetual non-exclusive easement and right of way as described below for the periodic installation, maintenance, repair, replacement, testing, inspection, improvement, and removal of conduit and related lines for the distribution of electric current, including telephone, telegraph, cable, fiber, and all other electric medium, upon and over lands of Grantor situated in Huron, County of Erie, and State of Ohio, and being more definitely described as follows (the "Easement"):

- (a) A perpetual, nonexclusive easement and right of way upon and over lands of Grantor situated in Huron, County of Erie, and State of Ohio as described on Exhibit A, (attached hereto and made a part hereof), and which is depicted on Exhibit 1 (attached hereto and made a part hereof), for the periodic installation, maintenance, repair, replacement, testing, inspection, improvement, and removal of conduit and related lines for the distribution of electric current, including telephone, telegraph, cable, fiber, and all other electric medium:
- (b) The improvements and infrastructure of Grantee shall be located on Grantors' premises at locations depicted on Exhibit A and Exhibit 1; and
- (c) The rights herein granted Grantee shall include the right to extend said right-of-way, distribution facilities, and easement to such other area or areas as may be mutually agreed upon in writing by Grantee and Grantor, if at all.

(d) The Easement includes the right to enter upon said lands and install, maintain, repair, replace, test, inspect, improve, erect, operate, and permanently maintain and remove conduit and related lines for the distribution of electric current thereon including all usual and customary fixtures and equipment required for the distribution of electric current, including telephone, telegraph, cable, fiber, and all other electric medium and the right to trim, cut, remove, or control by any other means, any and all trees, shrubbery or other vegetation that may interfere with or endanger the safe and efficient operation of the conduit and related lines.

This Easement and the grants, obligations, and other provisions of this instrument shall constitute covenants running with the land and be binding upon and for the benefit of the Grantor and Grantee and their respective heirs, legal and estate representatives, successors, and assigns.

By acceptance of the aforesaid easement, Grantee, on behalf of itself and its successors and assigns, agrees that if the surface areas of the land granted under the Easement is damaged by Grantee or any of its agents, licensees, or contractors, then Grantee shall repair such damage and restore the surface of such damaged surface areas of the land granted under the Easements to the extent reasonably possible to the previous condition at Grantee's sole cost and expense.

The Easement herein granted shall not impose upon Grantee any obligation to exercise the rights granted by such Easement.

And Grantor do for themselves and their heirs, legal and estate representatives, successors and assigns, covenant that they are well-seized of the land described herein as a good and indefeasible estate in fee simple, and have good right to grant the Easement, and that said land is free from all liens and encumbrances whatsoever, except for real estate taxes and assessments, both general and special, which are a lien but are not yet due and payable, and easements, restrictions and all other encumbrances existing of record that will not interfere with the Easement, and that Grantor will warrant and defend the Easement, rights, and privileges herein granted to Grantee, its successors and assigns, against all lawful claims and demands whatsoever, except as aforesaid.

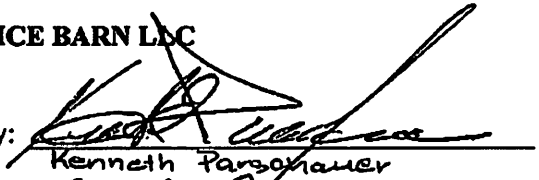
TO HAVE AND TO HOLD the Easement unto said Grantee, its successors and assigns, forever.

SUBSCRIBED AND ACKNOWLEDGED
IN THE PRESENCE OF:

GRANTOR:

NICE BARN LLC

By:



Kenneth Parschauer

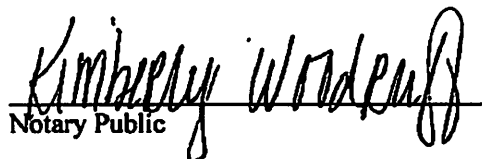
Its:

OWNER

STATE OF OHIO)
) SS:
COUNTY OF ERIE)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named Nice Barn LLC, by Kenneth Parschauer, who represented to me to be said person and who signed the foregoing instrument and acknowledged the same as their voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Huron, Ohio this 2 day of March, 2026.

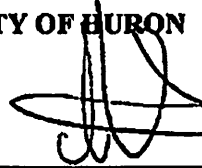

Notary Public

Kimberly Woodruff
Notary Public, State of Ohio
My Commission Expires 1-31-28

SUBSCRIBED AND ACKNOWLEDGED
IN THE PRESENCE OF:

GRANTEE:

CITY OF HURON




Stuart Hamilton, City Manager

STATE OF OHIO)
) SS:
COUNTY OF ERIE)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named Stuart Hamilton, in his capacity as City Manager of the City of Huron, who represented to me to be said person and who signed the foregoing instrument and acknowledged the same as their voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Huron, Ohio this 3rd day of March, 2026.



Notary Public



TERRI S WELKENER
Notary Public
State of Ohio
My Comm. Expires
July 30, 2029

Prepared by:
Todd A. Schrader, Law Director
City of Huron
417 Main St.
Huron, OH 44839
(419) 433-5000

December 15, 2022
 Project No. 3002-17-0160
 Erie County, Ohio

Exhibit A - 10' Utility Easement

Situated in the State of Ohio, County of Erie, and City of Huron, being part of Original Lot 27 of Section 2 of Huron Township, and being part of PN 42-01952.001, a 2.3181 acre tract of land in the name of NICE BARN LLC, as described in Document No. 201101507, all records referenced herein are on file at the Recorder's Office, Erie County, Ohio and being more particularly described as follows:

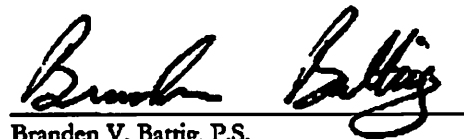
Commencing at a point in the northerly Right of Way line of Sawmill Parkway (50' R/W), being the southeasterly corner of PN 42-01952.003, a 0.9583 acre tract of land in the name of Alberta A. Sentzel and Christine M. Jachym-Sentzel as described in Document No. 202104390, thence North 31°59'04" East, along the southeasterly line of said 0.9583 acre tract, a distance of 10.00 feet to a point in the northerly line of an existing utility easement as described Volume 488, Page 126 and being the TRUE PLACE OF BEGINNING for the tract of land herein described;

- Course No. 1 Thence North 31°59'04" East, along said southeasterly line, a distance of 10.00 feet to a point;
- Course No. 2 Thence South 58°00'56" East, through said Nice Barn LLC land and parallel to said northerly Right of Way line, a distance of 170.01 feet to a point in the northwesterly line of PN 42-02021.000, a 69.771 acre tract of land in the name of Ardagh Metal Beverage USA Inc as described in Document No. 202011407;
- Course No. 3 Thence South 31°59'04" West, along said northwesterly line, a distance of 10.00 feet to a point in the northerly line of said utility easement;
- Course No. 4 Thence North 58°00'56" West, along said northerly easement line and parallel to said northerly Right of Way line, a distance of 170.01 feet to the TRUE PLACE OF BEGINNING, containing 0.0390 acres of land, more or less, as surveyed, calculated, and described on December 15, 2022, by Branden V. Battig P.S. 8708, subject to all legal highways, leases, and restrictions of record.

The bearings herein are based upon NAD83 State Plane Coordinates, Ohio North Zone, as established in July 2018 in a survey by OHM Advisors.

The above described area includes 0.0390 acres within the Erie County Auditor's Parcel Number 42-01952.001, and the present road occupies 0.0000 acres.

I hereby certify this description was created by using measurements from an actual field survey performed in July 2018 under my direct supervision. A plat of this survey is attached hereto and made a part thereof.



Branden V. Battig, P.S.
 Registered Surveyor No. S-8708

EXHIBIT 1

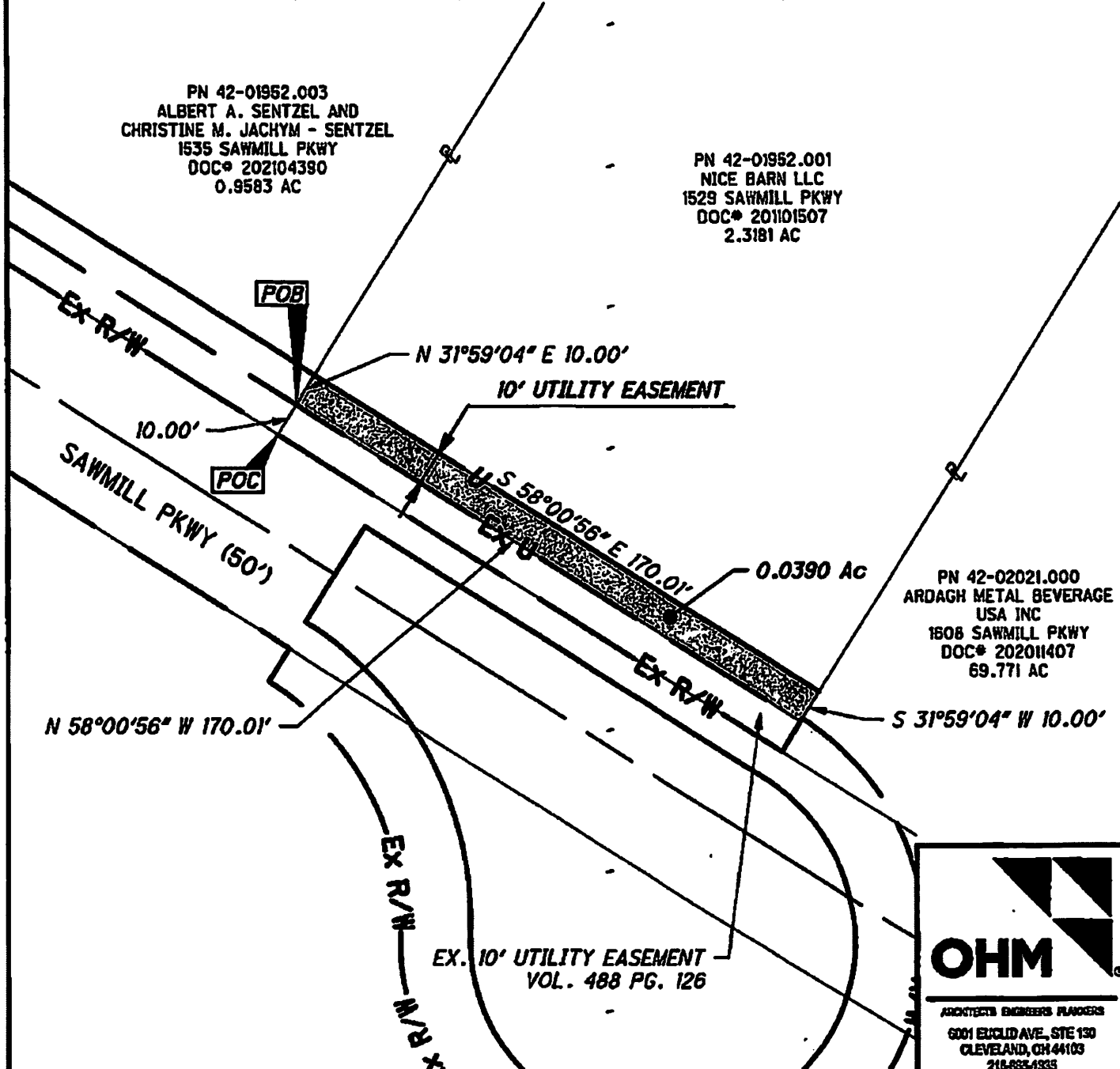
10' UTILITY EASEMENT

SITUATED IN STATE OF OHIO, COUNTY OF ERIE, CITY OF HURON BEING A PART OF ORIGINAL LOT 27, SECTION 2 HURON TOWNSHIP AND BEING PART OF PN 42-01952.001, A 2.3181 ACRE TRACT OF LAND IN THE NAME OF NICE BARN LLC, AS DESCRIBED IN DOC# 201101507 ON RECORD WITH THE RECORD OFFICE, ERIE COUNTY OHIO.

PN 42-01952.003
ALBERT A. SENTZEL AND
CHRISTINE M. JACHYM - SENTZEL
1535 SAWMILL PKWY
DOC# 202104380
0.9583 AC

PN 42-01952.001
NICE BARN LLC
1529 SAWMILL PKWY
DOC# 201101507
2.3181 AC

PN 42-02021.000
ARDAGH METAL BEVERAGE
USA INC
1808 SAWMILL PKWY
DOC# 202011407
69.771 AC



LEGEND:

- EX R/W EX RIGHT OF WAY
- EX U EX UTILITY EASEMENT
- U PROP EASEMENT
- PROPERTY LINE
- CENTERLINE OF R/W



OHM
 ARCHITECTS ENGINEERS PLANNERS
 6001 EUCLID AVE., STE 130
 CLEVELAND, OH 44103
 216-833-4333
 OHMADVISORS.COM

DESIGNER	BS
REVIEWER	RMK 12-15-22
PROJECT ID	3002170160

Transferred
 In Compliance with sections
 319-202 and 322-02 of the
 Ohio Revised Code.

FEE \$ _____

Exempt:

R.E. TRANSFER:
 \$ _____

Richard H. Jeffrey,
 Erie County Auditor

Trans. Fees: \$ _____

Date: 3-16-2026 By: [Signature]

31601934
 ERIE COUNTY AUDITOR
 RICHARD H. JEFFREY

EASEMENT AGREEMENT
(Permanent Electrical Transmission Easement [10 feet])

KNOW ALL MEN BY THESE PRESENTS:

That Huron Outdoor, aka Huron Outdoor Shop (a division of Bob's Diversified Corp.), an Ohio corporation, (who with its heirs, legal and estate representatives, successors, and assigns are hereinafter referred to as the "Grantor"), for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, transfer, and convey unto the City of Huron d/b/a Huron Public Power, an Ohio municipal corporation (which with its successors and assigns is hereinafter referred to as the "Grantee"), a perpetual non-exclusive easement and right of way as described below for the periodic installation, maintenance, repair, replacement, testing, inspection, improvement, and removal of conduit and related lines for the distribution of electric current, including telephone, telegraph, cable, fibre, and all other electric medium, upon and over lands of Grantor situated in Huron, County of Erie, and State of Ohio, and being more definitely described as follows (the "Easement"):

- (a) A perpetual, nonexclusive easement and right of way upon and over lands of Grantor situated in Huron, County of Erie, and State of Ohio as described on Exhibit A, (attached hereto and made a part hereof), and which is depicted on Exhibit 1 (attached hereto and made a part hereof), for the periodic installation, maintenance, repair, replacement, testing, inspection, improvement, and removal of conduit and related lines for the distribution of electric current, including telephone, telegraph, cable, fibre, and all other electric medium:
- (b) The improvements and infrastructure of Grantee shall be located on Grantors' premises at locations depicted on Exhibit A and Exhibit 1; and
- (c) The rights herein granted Grantee shall include the right to extend said right-of-way, distribution facilities, and easement to such other area or areas as may be mutually agreed upon in writing by Grantee and Grantor, if at all.

(d) The Easement includes the right to enter upon said lands and install, maintain, repair, replace, test, inspect, improve, erect, operate, and permanently maintain and remove conduit and related lines for the distribution of electric current thereon including all usual and customary fixtures and equipment required for the distribution of electric current, including telephone, telegraph, cable, fiber, and all other electric medium and the right to trim, cut, remove, or control by any other means, any and all trees, shrubbery or other vegetation that may interfere with or endanger the safe and efficient operation of the conduit and related lines.

This Easement and the grants, obligations, and other provisions of this instrument shall constitute covenants running with the land and be binding upon and for the benefit of the Grantor and Grantee and their respective heirs, legal and estate representatives, successors, and assigns.

By acceptance of the aforesaid easement, Grantee, on behalf of itself and its successors and assigns, agrees that if the surface areas of the land granted under the Easement is damaged by Grantee or any of its agents, licensees, or contractors, then Grantee shall repair such damage and restore the surface of such damaged surface areas of the land granted under the Easements to the extent reasonably possible to the previous condition at Grantee's sole cost and expense.

The Easement herein granted shall not impose upon Grantee any obligation to exercise the rights granted by such Easement.

And Grantor do for themselves and their heirs, legal and estate representatives, successors and assigns, covenant that they are well-seized of the land described herein as a good and indefeasible estate in fee simple, and have good right to grant the Easement, and that said land is free from all liens and encumbrances whatsoever, except for real estate taxes and assessments, both general and special, which are a lien but are not yet due and payable, and easements, restrictions and all other encumbrances existing of record that will not interfere with the Easement, and that Grantor will warrant and defend the Easement, rights, and privileges herein granted to Grantee, its successors and assigns, against all lawful claims and demands whatsoever, except as aforesaid.

TO HAVE AND TO HOLD the Easement unto said Grantee, its successors and assigns, forever.

SUBSCRIBED AND ACKNOWLEDGED
IN THE PRESENCE OF:

GRANTOR:

[Signature]

HURON OUTDOOR,
aka HURON OUTDOOR SHOP
(a division of BOB'S DIVERSIFIED CORP.,
an Ohio corporation)

By: [Signature]
Robert Klaiber

Its: VICE-PRESIDENT

STATE OF OHIO)
) SS:
COUNTY OF ERIE)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named Robert Klaiber, V-President of Huron Outdoor aka Huron Outdoor Shop (a division of Bob's Diversified Corp., an Ohio corporation), who represented to me to be said person and who signed the foregoing instrument and acknowledged the same as their voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Huron, Ohio this 28 day of Feb, 2026.



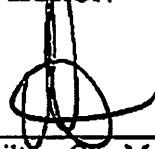
JAMES KLAIBER
Notary Public, State of Ohio
Commission No. 2017-R-12756
My Commission Expires
April 30, 2027

[Signature]
Notary Public

**SUBSCRIBED AND ACKNOWLEDGED
IN THE PRESENCE OF:**

GRANTEE:

CITY OF HURON

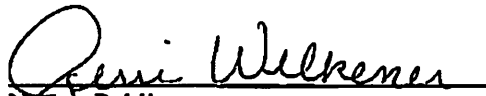


Stuart Hamilton, City Manager

STATE OF OHIO)
) SS:
COUNTY OF ERIE)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named Stuart Hamilton, in his capacity as City Manager of the City of Huron, who represented to me to be said person and who signed the foregoing instrument and acknowledged the same as their voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Huron, Ohio this 3rd day of March, 2026.



Notary Public



TERRI S WELKENER
Notary Public
State of Ohio
My Comm. Expires
July 30, 2029

Prepared by:
Todd A. Schrader, Law Director
City of Huron
417 Main St.
Huron, OH 44839
(419) 433-5000

December 15, 2022
 Project No. 3002-17-0160
 Erie County, Ohio

Exhibit 4 – 10' Utility Easement

Situated in the State of Ohio, County of Erie, and City of Huron, being part of Original Lot 28 and 32 of Huron Township, and being part of PN 42-01029.000, a 2.8412 acre tract of land in the name of HURON OUTDOOR, as described in Document No. 201502047, all records referenced herein are on file at the Recorder's Office, Erie County, Ohio and being more particularly described as follows:

Commencing at an iron pin found in the northerly Right of Way line of Sawmill Parkway (50' R/W) at the southeasterly corner of PN 42-01416.001, a 1.1632 acre tract of land in the name of Law Brothers Auto Body Inc, thence North $31^{\circ}59'04''$ East, along the southeasterly line of said Law Brothers Auto Body Inc. land, a distance of 10.00 feet to a point, being the TRUE PLACE OF BEGINNING for the tract of land herein described;

Course No. 1 Thence North $31^{\circ}59'04''$ East, along said southeasterly line, a distance of 10.00 feet to a point;

Course No. 2 Thence South $58^{\circ}00'56''$ East, through said Huron Outdoor land and parallel to the northerly Right of Way line of said Sawmill Parkway, a distance of 160.05 feet to a point in the northwesterly line of PN 42-00309.000, a 6.8677 acre tract of land in the name of American Freightways Corporation as described in Document No. 200010359;

Course No. 3 Thence South $52^{\circ}39'24''$ West, along said northwesterly line, a distance of 10.69 feet to a point in the northerly line of an existing utility easement as described in Volume 457, Page 413;

Course No. 4 Thence North $58^{\circ}00'56''$ West, along the northerly line of said utility easement and parallel to the northerly Right of Way line of said Sawmill Parkway, a distance of 156.27 feet to the TRUE PLACE OF BEGINNING, containing 0.0363 acres of land, more or less, as surveyed, calculated, and described on December 15, 2022, by Branden V. Battig P.S. 8708, subject to all legal highways, leases, and restrictions of record.

The bearings herein are based upon NAD83 State Plane Coordinates, Ohio North Zone, as established in July 2018 in a survey by OHM Advisors.

The above described area includes 0.0363 acres within the Erie County Auditor's Parcel Number 42-01029.000, and the present road occupies 0.0000 acres.

I hereby certify this description was created by using measurements from an actual field survey performed in July 2018 under my direct supervision.



Branden V. Battig, P.S.
 Registered Surveyor No. S-8708

EXHIBIT 1

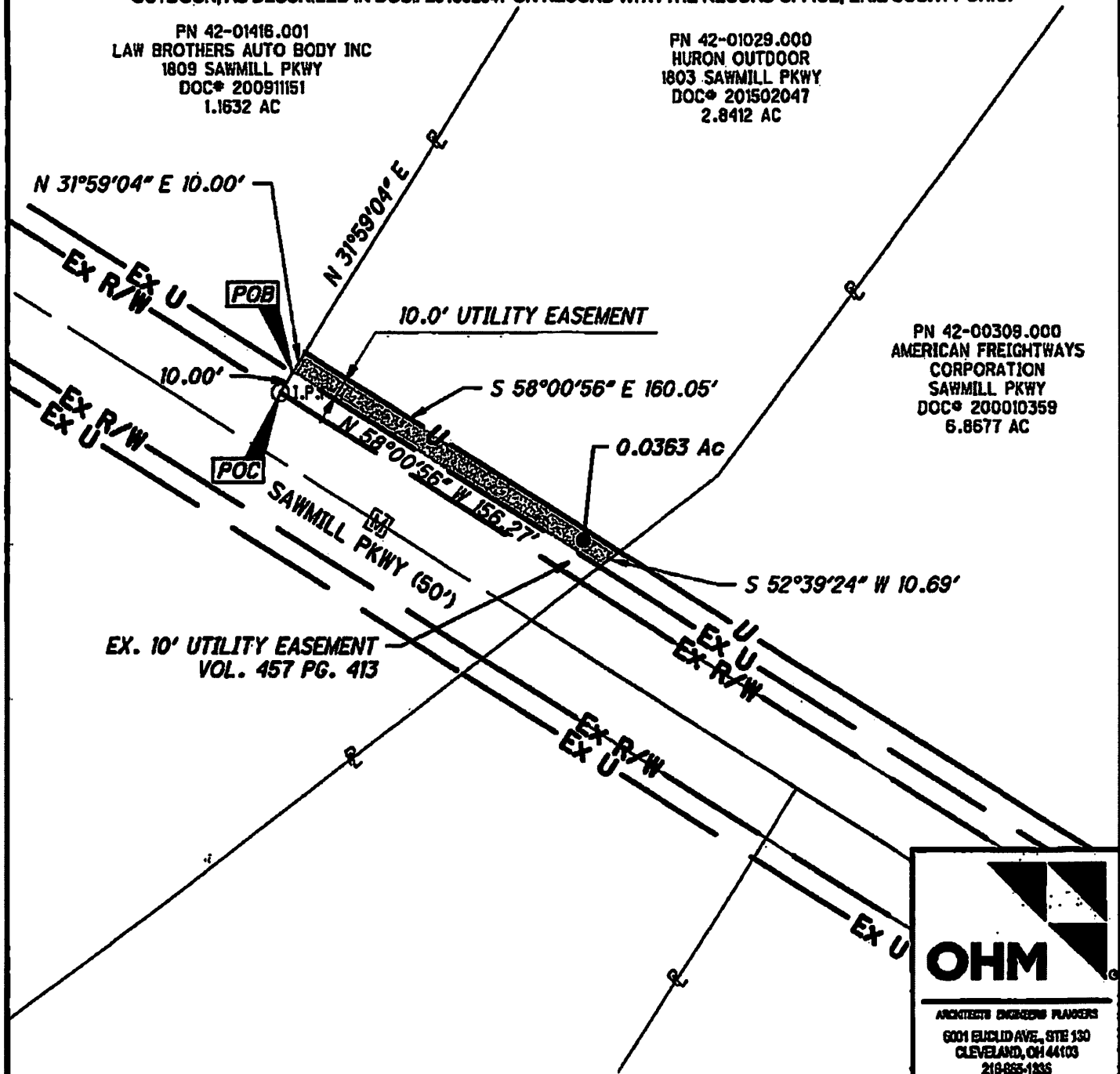
10' UTILITY EASEMENT

SITUATED IN STATE OF OHIO, COUNTY OF ERIE, CITY OF HURON BEING A PART OF ORIGINAL LOT 28 AND 32 HURON TOWNSHIP AND BEING PART OF PN 42-01029.000, A 2.8412 ACRE TRACT OF LAND IN THE NAME OF HURON OUTDOOR, AS DESCRIBED IN DOC# 201502047 ON RECORD WITH THE RECORD OFFICE, ERIE COUNTY OHIO.

PN 42-01416.001
LAW BROTHERS AUTO BODY INC
1809 SAWMILL PKWY
DOC# 200911151
1.1632 AC

PN 42-01029.000
HURON OUTDOOR
1803 SAWMILL PKWY
DOC# 201502047
2.8412 AC

PN 42-00309.000
AMERICAN FREIGHTWAYS
CORPORATION
SAWMILL PKWY
DOC# 200010359
6.8677 AC



EX. 10' UTILITY EASEMENT
VOL. 457 PG. 413

LEGEND:

- EX R/W EX RIGHT OF WAY
- EX U EX UTILITY EASEMENT
- U PROP EASEMENT
- PROPERTY LINE
- CENTERLINE OF R/W



OHM

ARCHITECTS ENGINEERS PLANNERS
6001 EUCLID AVE., STE 130
CLEVELAND, OH 44103
216-865-1336
OHM-ADVISORS.COM

DESIGNER
BS

REVIEWER
RMK 12-15-22

PROJECT ID
3002170160

Transferred
 In Compliance with sections 319-202 and 322-02 of the Ohio Revised Code.

FEE \$ _____

Exempt:

R.E. TRANSFER: _____

\$ _____

Richard H. Jeffrey
 Erie County Auditor

Trans. Fees: \$ _____

Date: 3-16-26 By: [Signature]

PERC 319.203
 Erie County Auditor, Engineer
 Bille Dale
 Date
 Richard H. Jeffrey

EASEMENT AGREEMENT
(Permanent Electrical Transmission Easement [10 feet])

KNOW ALL MEN BY THESE PRESENTS:

That Kevin P. Fahey, (who with its heirs, legal and estate representatives, successors, and assigns are hereinafter referred to as the "Grantor"), for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, transfer, and convey unto the City of Huron *d/b/a* Huron Public Power, an Ohio municipal corporation (which with its successors and assigns is hereinafter referred to as the "Grantee"), a perpetual non-exclusive easement and right of way as described below for the periodic installation, maintenance, repair, replacement, testing, inspection, improvement, and removal of conduit and related lines for the distribution of electric current, including telephone, telegraph, cable, fibre, and all other electric medium, upon and over lands of Grantor situated in Huron, County of Erie, and State of Ohio, and being more definitely described as follows (the "Easement"):

- (a) A perpetual, nonexclusive easement and right of way upon and over lands of Grantor situated in Huron, County of Erie, and State of Ohio as described on Exhibit A, (attached hereto and made a part hereof), and which is depicted on Exhibit 1 (attached hereto and made a part hereof), for the periodic installation, maintenance, repair, replacement, testing, inspection, improvement, and removal of conduit and related lines for the distribution of electric current, including telephone, telegraph, cable, fibre, and all other electric medium:
- (b) The improvements and infrastructure of Grantee shall be located on Grantors' premises at locations depicted on Exhibit A and Exhibit 1; and
- (c) The rights herein granted Grantee shall include the right to extend said right-of-way, distribution facilities, and easement to such other area or areas as may be mutually agreed upon in writing by Grantee and Grantor, if at all.

(d) The Easement includes the right to enter upon said lands and install, maintain, repair, replace, test, inspect, improve, erect, operate, and permanently maintain and remove conduit and related lines for the distribution of electric current thereon including all usual and customary fixtures and equipment required for the distribution of electric current, including telephone, telegraph, cable, fibre, and all other electric medium and the right to trim, cut, remove, or control by any other means, any and all trees, shrubbery or other vegetation that may interfere with or endanger the safe and efficient operation of the conduit and related lines.

This Easement and the grants, obligations, and other provisions of this instrument shall constitute covenants running with the land and be binding upon and for the benefit of the Grantor and Grantee and their respective heirs, legal and estate representatives, successors, and assigns.

By acceptance of the aforesaid easement, Grantee, on behalf of itself and its successors and assigns, agrees that if the surface areas of the land granted under the Easement is damaged by Grantee or any of its agents, licensees, or contractors, then Grantee shall repair such damage and restore the surface of such damaged surface areas of the land granted under the Easements to the extent reasonably possible to the previous condition at Grantee's sole cost and expense.

The Easement herein granted shall not impose upon Grantee any obligation to exercise the rights granted by such Easement.

And Grantor do for themselves and their heirs, legal and estate representatives, successors and assigns, covenant that they are well-seized of the land described herein as a good and indefeasible estate in fee simple, and have good right to grant the Easement, and that said land is free from all liens and encumbrances whatsoever, except for real estate taxes and assessments, both general and special, which are a lien but are not yet due and payable, and easements, restrictions and all other encumbrances existing of record that will not interfere with the Easement, and that Grantor will warrant and defend the Easement, rights, and privileges herein granted to Grantee, its successors and assigns, against all lawful claims and demands whatsoever, except as aforesaid.

TO HAVE AND TO HOLD the Easement unto said Grantee, its successors and assigns, forever.

SUBSCRIBED AND ACKNOWLEDGED
IN THE PRESENCE OF:

GRANTOR:

Kevin P. Fahey
Kevin P. Fahey

Terris Welkener
T/W

STATE OF OHIO)
) SS:
COUNTY OF ERIE)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named Kevin P. Fahey, who represented to me to be said person and who signed the foregoing instrument and acknowledged the same as their voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Huron, Ohio this 9th day of March, 2026.

Terris Welkener

Notary Public



TERRI S WELKENER
Notary Public
State of Ohio
My Comm. Expires
July 30, 2029

SUBSCRIBED AND ACKNOWLEDGED
IN THE PRESENCE OF:

GRANTEE:

CITY OF HURON

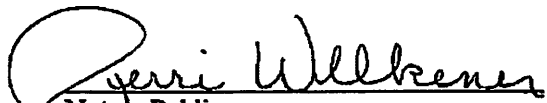


Stuart Hamilton, City Manager

STATE OF OHIO)
) SS:
COUNTY OF ERIE)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named Stuart Hamilton, in his capacity as City Manager of the City of Huron, who represented to me to be said person and who signed the foregoing instrument and acknowledged the same as their voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Huron, Ohio this 16th day of March, 2026.



Notary Public



TERRI S WELKENER
Notary Public
State of Ohio
My Comm. Expires
July 30, 2029

Prepared by:
Todd A. Schrader, Law Director
City of Huron
417 Main St.
Huron, OH 44839
(419) 433-5000

December 15, 2022
 Project No. 3002-17-0160
 Erie County, Ohio

Exhibit A- 10' Utility Easement

Situated in the State of Ohio, County of Erie, and City of Huron, being part of Original Lot 28 of Section 2 of Huron Township, and being part of PN 42-02070.001, a 3.7972 acre tract of land in the name of KEVIN P. FAHEY as described in Document No. 201306273, all records referenced herein are on file at the Recorder's Office, Erie County, Ohio and being more particularly described as follows:

Beginning at a 3/4" iron pipe found in the southerly Right of Way line of Sawmill Parkway (50' R/W) at the northeasterly corner of PN 42-02069.000, a 5.4523 acre tract of land in the name of Bradley J. Francis as described in Document No. 202102832, and the TRUE PLACE OF BEGINNING for the tract of land herein described;

- Course No. 1 Thence South 88°43'00" East, along said southerly Right of Way line, a distance of 250.00 feet to the northwesterly corner of PN 42-02070.000, a 5.2803 acre tract of land in the name of Stankic Enterprises, LLC as described in Document No. 202012482 and referenced by a found 5/8" iron pin with a cap stamped "BAHROGLU AND ASSOC.";
- Course No. 2 Thence South 01°17'38" West, along the westerly line of said Stankic Enterprises, LLC land, a distance of 10.00 feet to a point;
- Course No. 3 Thence North 88°43'00" West, through said 3.7972 acre tract and parallel to said southerly Right of Way line, a distance of 250.00 feet to a point in the easterly line of said Bradley J. Francis land;
- Course No. 4 Thence North 01°17'40" East, with said easterly line, a distance of 10.00 feet to the TRUE PLACE OF BEGINNING, containing 0.0574 acres of land, more or less, as surveyed, calculated, and described on December 15, 2022, by Branden V. Battig P.S. 8708, subject to all legal highways, leases, and restrictions of record.

The bearings herein are based upon NAD83 State Plane Coordinates, Ohio North Zone, as established in July 2018 in a survey by OHM Advisors.

The above described area includes 0.0574 acres within the Erie County Auditor's Parcel Number 42-02070.001, and the present road occupies 0.0000 acres.

I hereby certify this description was created by using measurements from an actual field survey performed in July 2018 under my direct supervision.

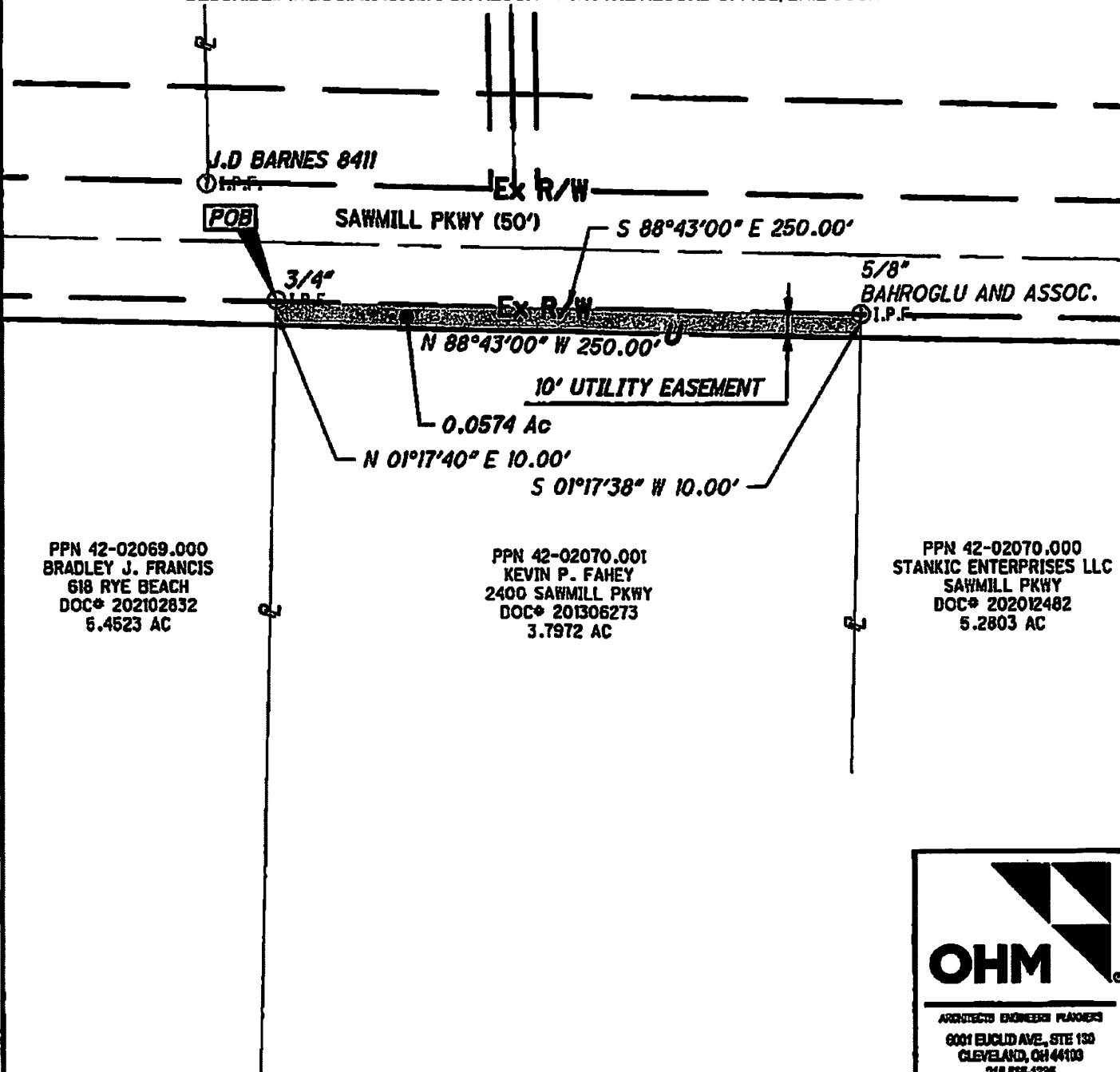


Branden V. Battig, P.S.
 Registered Surveyor No. S-8708

EXHIBIT 1

10' UTILITY EASEMENT

SITUATED IN STATE OF OHIO, COUNTY OF ERIE, CITY OF HURON BEING A PART OF ORIGINAL LOT 28, SECTION 2 HURON TOWNSHIP AND BEING PART OF PN 42-02070.001, A 3.7972 ACRE TRACT OF LAND IN THE NAME OF KEVIN P. FAHEY, AS DESCRIBED IN DOC# 201308273 ON RECORD WITH THE RECORD OFFICE, ERIE COUNTY OHIO.



PPN 42-02069.000
 BRADLEY J. FRANCIS
 618 RYE BEACH
 DOC# 202102832
 6.4523 AC

PPN 42-02070.001
 KEVIN P. FAHEY
 2400 SAWMILL PKWY
 DOC# 201306273
 3.7972 AC

PPN 42-02070.000
 STANKIC ENTERPRISES LLC
 SAWMILL PKWY
 DOC# 202012482
 5.2803 AC

LEGEND:

- Ex R/W EX RIGHT OF WAY
- EX EASEMENT
- PROP EASEMENT
- PROPERTY LINE
- CENTERLINE OF R/W





OHM

ARCHITECTS ENGINEERS PLANNERS
 6001 EUCLID AVE., STE 130
 CLEVELAND, OH 44103
 216-655-1395
 OHMADVISORS.COM

DESIGNER	BS
REVIEWER	RMK 12-15-22
PROJECT ID	3002170160

Per O.R.C. 319.203

[Signature]
Erie County Auditor / Engineer
3/4/2024
Date

Ellen Olsen
County Recorder Erie County OH
202401453 Total Pages: 7
03/04/2024 03:16:56 PM Fees: \$74.00

[Signature]

EASEMENT AGREEMENT
(Permanent Electrical Transmission Easement [10 feet])

KNOW ALL MEN BY THESE PRESENTS:

That Bradley J. Francis, (who with their heirs, legal and estate representatives, successors, and assigns are hereinafter referred to as the "Grantor"), for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, transfer, and convey unto the City of Huron *d/b/a* Huron Public Power, an Ohio municipal corporation (which with its successors and assigns is hereinafter referred to as the "Grantee"), a perpetual non-exclusive easement and right of way as described below for the periodic installation, maintenance, repair, replacement, testing, inspection, improvement, and removal of conduit and related lines for the distribution of electric current, including telephone, telegraph, cable, fiber, and all other electric medium, upon and over lands of Grantor situated in Huron, County of Erie, and State of Ohio, and being more definitely described as follows (the "Easement"):

- (a) A perpetual, nonexclusive easement and right of way upon and over lands of Grantor situated in Huron, County of Erie, and State of Ohio as described on **Exhibit A**, (attached hereto and made a part hereof), and which is depicted on **Exhibit B** (attached hereto and made a part hereof), for the periodic installation, maintenance, repair, replacement, testing, inspection, improvement, and removal of conduit and related lines for the distribution of electric current, including telephone, telegraph, cable, fiber, and all other electric medium:
- (b) The improvements and infrastructure of Grantee shall be located on Grantors' premises at locations depicted on **Exhibits A and B**; and
- (c) The rights herein granted Grantee shall include the right to extend said right-of-way, distribution facilities, and easement to such other area or areas as may be mutually agreed upon in writing by Grantee and Grantor, if at all.
- (d) The Easement includes the right to enter upon said lands and install, maintain, repair, replace, test, inspect, improve, erect, operate, and permanently maintain and remove conduit and related lines for the distribution of electric current thereon including all usual and customary fixtures and equipment required for the

distribution of electric current, including telephone, telegraph, cable, fiber, and all other electric medium and the right to trim, cut, remove, or control by any other means, any and all trees, shrubbery or other vegetation that may interfere with or endanger the safe and efficient operation of the conduit and related lines.

This Easement and the grants, obligations, and other provisions of this instrument shall constitute covenants running with the land and be binding upon and for the benefit of the Grantor and Grantee and their respective heirs, legal and estate representatives, successors, and assigns.

By acceptance of the aforesaid easement, Grantee, on behalf of itself and its successors and assigns, agrees that if the surface areas of the land granted under the Easement is damaged by Grantee or any of its agents, licensees, or contractors, then Grantee shall repair such damage and restore the surface of such damaged surface areas of the land granted under the Easements to the extent reasonably possible to the previous condition at Grantee's sole cost and expense.

The Easement herein granted shall not impose upon Grantee any obligation to exercise the rights granted by such Easement.

And Grantor do for themselves and their heirs, legal and estate representatives, successors and assigns, covenant that they are well-seized of the land described herein as a good and indefeasible estate in fee simple, and have good right to grant the Easement, and that said land is free from all liens and encumbrances whatsoever, except for real estate taxes and assessments, both general and special, which are a lien but are not yet due and payable, and easements, restrictions and all other encumbrances existing of record that will not interfere with the Easement, and that Grantor will warrant and defend the Easement, rights, and privileges herein granted to Grantee, its successors and assigns, against all lawful claims and demands whatsoever, except as aforesaid.

TO HAVE AND TO HOLD the Easement unto said Grantee, its successors and assigns, forever.

**SUBSCRIBED AND ACKNOWLEDGED
IN THE PRESENCE OF:**

GRANTOR:

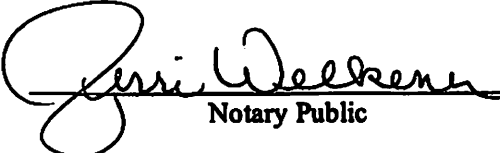


Bradley J. Francis

STATE OF OHIO)
) SS:
COUNTY OF ERIE)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named Bradley J. Francis, Grantor, who represented to me to be said person and who signed the foregoing instrument and acknowledged the same as his voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Huron, Ohio this 28th day of February 2024.



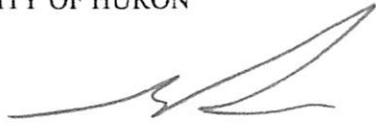
Notary Public



**TERRI S. WELKENER
Notary Public, State of Ohio
My commission expires July 30, 2024**

SUBSCRIBED AND ACKNOWLEDGED
IN THE PRESENCE OF:

GRANTEE:
CITY OF HURON

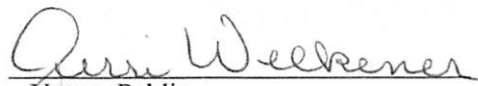


Matthew Lasko, City Manager

STATE OF OHIO)
) SS:
COUNTY OF ERIE)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named Matthew Lasko, in his capacity as City Manager of the City of Huron, who represented to me to be said person and who signed the foregoing instrument and acknowledged the same as their voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Huron, Ohio this 29th day of February, 2024.



Notary Public

Prepared by:

Todd A. Schrader, Law Director
417 Main Street
Huron, OH 44839
(419) 433-5000



TERRI S. WELKENER
Notary Public, State of Ohio
My commission expires July 30, 2024

December 15, 2022
Project No. 3002-17-0160
Erie County, Ohio

Exhibit 1 – 10' Utility Easement

Situated in the State of Ohio, County of Erie, and City of Huron, being part of Original Lot 28 of Huron Township, and being part of PN 42-02069.000, a 5.4523 acre tract of land in the name of BRADLEY J. FRANCIS as described in Document No. 202102832, all records referenced herein are on file at the Recorder's Office, Erie County, Ohio and being more particularly described as follows:

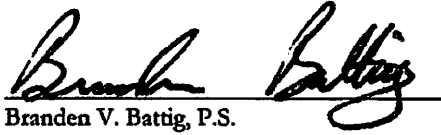
Beginning at the intersection of the easterly Right of Way line of Rye Beach Road (R/W Varies) and the southerly Right of Way line of Sawmill Parkway (50' R/W), being the northwesterly corner of said Bradley J. Francis land and the TRUE PLACE OF BEGINNING for the tract of land herein described;

- Course No. 1 Thence South 88°43'00" East, along the southerly Right of Way line of said Sawmill Parkway, a distance of 537.06 feet to the northwesterly corner of PN 42-02070.001, a 3.7972 acre tract of land in the name of Kevin P. Fahey as described in Document No. 201306273, referenced by a ¾" iron pipe found;
- Course No. 2 Thence South 01°17'38" West, along the westerly line of said Kevin P. Fahey land, a distance of 10.00 feet to a point;
- Course No. 3 Thence North 88°43'00" West, through said 5.4523 acre tract and parallel to said southerly Right of Way line, a distance of 526.51 feet to a point;
- Course No. 4 Thence South 01°47'05" East, through said 5.4523 acre tract and parallel to the easterly Right of Way line of said Rye Beach Road, a distance of 262.84 feet to a point in the northerly line of PN 42-90077.000, a tract of land in the name of Norfolk & Southern Railroad;
- Course No. 5 Thence North 58°06'54" West, along said northerly line, a distance of 12.02 feet to the northwesterly corner of said PN 42-90077.000;
- Course No. 6 Thence North 01°47'05" West, along the easterly Right of Way line of said Rye Beach Road, a distance of 266.72 feet to the TRUE PLACE OF BEGINNING, containing 0.1829 acres of land, more or less, as surveyed, calculated, and described on December 15, 2022, by Branden V. Battig P.S. 8708, subject to all legal highways, leases, and restrictions of record.

The bearings herein are based upon NAD83 State Plane Coordinates, Ohio North Zone, as established in July 2018 in a survey by OHM Advisors.

The above described area includes 0.1829 acres within the Erie County Auditor's Parcel Number 42-02069.000, and the present road occupies 0.0000 acres.

I hereby certify this description was created by using measurements from an actual field survey performed in July 2018 under my direct supervision.

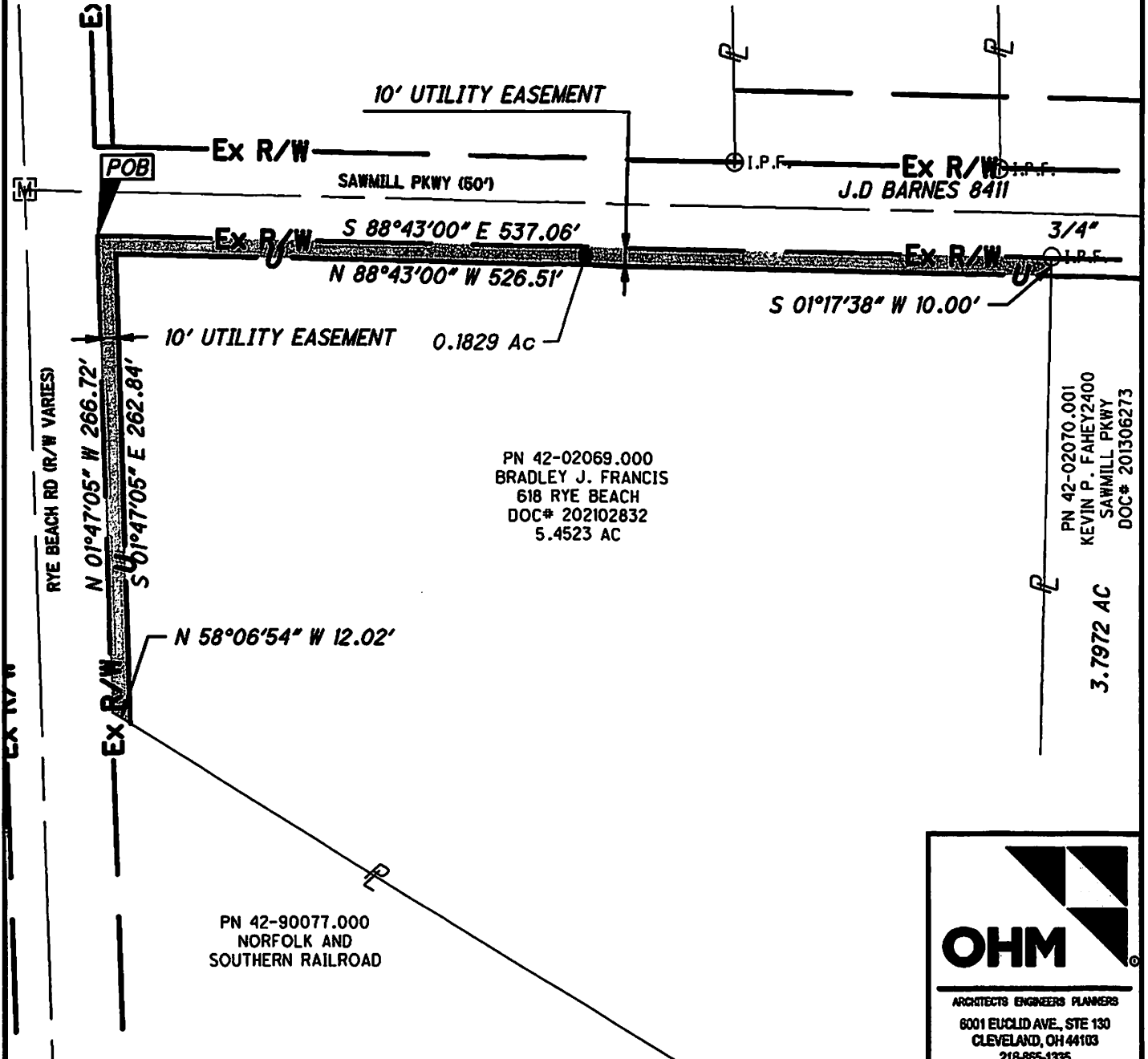
A handwritten signature in black ink, reading "Branden V. Battig". The signature is written in a cursive style with a horizontal line underneath it.

Branden V. Battig, P.S.
Registered Surveyor No. S-8708

EXHIBIT 1

10' UTILITY EASEMENT

SITUATED IN STATE OF OHIO, COUNTY OF ERIE, CITY OF HURON
 BEING A PART OF ORIGINAL LOT 28 OF HURON TOWNSHIP AND BEING PART OF PN 42-02069.000, A 5.4523 ACRE TRACT OF
 LAND IN THE NAME OF BRADLEY J. FRANCIS AS RECORDED IN THE DOC# 202102832, ON RECORD WITH THE RECORDER'S
 OFFICE, ERIE COUNTY, OHIO.



PN 42-02069.000
 BRADLEY J. FRANCIS
 618 RYE BEACH
 DOC# 202102832
 5.4523 AC

PN 42-02070.001
 KEVIN P. FAHEY2400
 SAWMILL PKWY
 DOC# 201306273

3.7972 AC

PN 42-90077.000
 NORFOLK AND
 SOUTHERN RAILROAD

LEGEND:

- Ex R/W EX RIGHT OF WAY
- EX EASEMENT
- PROP EASEMENT
- PROPERTY LINE
- CENTERLINE OF R/W



ARCHITECTS ENGINEERS PLANNERS
 8001 EUCLID AVE., STE 130
 CLEVELAND, OH 44103
 216-855-1335
 OHM-ADVISORS.COM

DESIGNER
BS

REVIEWER
RMK 12-15-22

PROJECT ID
3002170160

Per O.R.C. 319.203
[Signature]
Erie County Auditor/Engineer
3/4/2024
Date

Ellen Olsen
County Recorder Erie County OH
202401454 Total Pages: 7
03/04/2024 03:16:56 PM Fees: \$74.00

[Signature]

EASEMENT AGREEMENT
(Permanent Electrical Transmission Easement [10 feet])

KNOW ALL MEN BY THESE PRESENTS:

That 5 Crooks LLC, a Limited Liability Company, (who with their heirs, legal and estate representatives, successors, and assigns are hereinafter referred to as the "Grantor"), for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, transfer, and convey unto the City of Huron *d/b/a* Huron Public Power, an Ohio municipal corporation (which with its successors and assigns is hereinafter referred to as the "Grantee"), a perpetual non-exclusive easement and right of way as described below for the periodic installation, maintenance, repair, replacement, testing, inspection, improvement, and removal of conduit and related lines for the distribution of electric current, including telephone, telegraph, cable, fiber, and all other electric medium, upon and over lands of Grantor situated in Huron, County of Erie, and State of Ohio, and being more definitely described as follows (the "Easement"):

- (a) A perpetual, nonexclusive easement and right of way upon and over lands of Grantor situated in Huron, County of Erie, and State of Ohio as described on **Exhibit A**, (attached hereto and made a part hereof), and which is depicted on **Exhibit B** (attached hereto and made a part hereof), for the periodic installation, maintenance, repair, replacement, testing, inspection, improvement, and removal of conduit and related lines for the distribution of electric current, including telephone, telegraph, cable, fiber, and all other electric medium:
- (b) The improvements and infrastructure of Grantee shall be located on Grantors' premises at locations depicted on **Exhibits A and B**;
- (c) The rights herein granted Grantee shall include the right to extend said right-of-way, distribution facilities, and easement to such other area or areas as may be mutually agreed upon in writing by Grantee and Grantor, if at all;

(d) The Easement includes the right to enter upon said lands and install, maintain, repair, replace, test, inspect, improve, erect, operate, and permanently maintain and remove conduit and related lines for the distribution of electric current thereon including all usual and customary fixtures and equipment required for the distribution of electric current, including telephone, telegraph, cable, fiber, and all other electric medium and the right to trim, cut, remove, or control by any other means, any and all trees, shrubbery or other vegetation that may interfere with or endanger the safe and efficient operation of the conduit and related lines;

(e) The Easement rights granted herein shall not impair or impede the Grantor's primary ingress and egress into the existing parking lot off Rye Beach Road save and excepting periodic, temporary, and necessary disruptions to permit Grantee to exercise the rights herein. Grantee shall use its best efforts to ensure that any disruptions to the aforementioned parking lot are temporary and limited in nature and scope sufficient to permit Grantee to exercise its rights hereunder; (f) Grantee shall defend and hold harmless and indemnify Grantor and its affiliated business organization Label Aid, Inc., and their respective officers, partners members, shareholders, directors, officers, managers, agents, contractors and employees, from and against all losses, damages, expenses, claims, demands, suits and actions for personal injuries and for damage to property to the extent of insurance proceeds actually received Grantee (if any) and to the extent caused by the acts, omissions or willful misconduct of Grantee or its contractors and employees arising out of this Easement Agreement. Notwithstanding any contrary provision of this Agreement, nothing herein shall be deemed to waive Grantee's statutory rights pursuant to ORC. 2744.01, et. seq.; and

(g) The rights afforded Grantee herein are for the limited purposes specified herein and for no other purpose absent the prior written consent of Grantor and its successors and assigns. Furthermore, the easement rights afforded Grantee herein shall not be assigned, transferred, or otherwise conveyed or encumbered by Grantee without the express prior written consent of Grantor and its successors and assigns.

This Easement and the grants, obligations, and other provisions of this instrument shall constitute covenants running with the land and be binding upon and for the benefit of the Grantor and Grantee and their respective heirs, legal and estate representatives, successors, and assigns.

By acceptance of the aforesaid easement, Grantee, on behalf of itself and its successors and assigns, agrees that if the surface areas of the land granted under the Easement is damaged by Grantee or any of its agents, licensees, or contractors, then Grantee shall repair such damage and restore the surface of such damaged surface areas of the land granted under the Easements to the extent reasonably possible to the previous condition at Grantee's sole cost and expense.

Executed this 1st day of March, 2024.

GRANTOR:
5 Crooks, LLC

By: Jason Crooks
Jason Crooks, Member

By: Darlene Crooks
Darlene Crooks, Member

GRANTEE:
City of Huron, Ohio *d/b/a* Huron Public Power

By: Matthew D. Lasko
Matthew D. Lasko, City Manager

ACKNOWLEDGEMENT

STATE OF OHIO)
) SS:
COUNTY OF ERIE)

The foregoing instrument was acknowledged before me this 1st day of March, 2024 by Jason Crooks and Darlene Crooks, Members of 5 Crooks LLC, who acknowledged that they did sign the foregoing instrument and that the same is his free act and deed both individually and as authorized representative of Grantor. The notarial act certified hereby is an acknowledgement. No oath or affirmation was administered to signer.

TERRI S. WELKENER
NOTARY PUBLIC



TERRI S. WELKENER
Notary Public, State of Ohio
My commission expires July 30, 2024

My Commission Expires: _____

The Easement herein granted shall not impose upon Grantee any obligation to exercise the rights granted by such Easement.

And Grantor do for themselves and their heirs, legal and estate representatives, successors and assigns, covenant that they are well-seized of the land described herein as a good and indefeasible estate in fee simple, and have good right to grant the Easement, and that said land is free from all liens and encumbrances whatsoever, except for real estate taxes and assessments, both general and special, which are a lien but are not yet due and payable, and easements, restrictions and all other encumbrances existing of record that will not interfere with the Easement, and that Grantor will warrant and defend the Easement, rights, and privileges herein granted to Grantee, its successors and assigns, against all lawful claims and demands whatsoever, except as aforesaid.

TO HAVE AND TO HOLD the Easement unto said Grantee, its successors and assigns, forever.

[SIGNATURE PAGE TO FOLLOW]

ACKNOWLEDGEMENT

STATE OF OHIO)
) SS:
COUNTY OF ERIE)

The foregoing instrument was acknowledged before me this 4th day of March, 2024 by Matthew D. Lasko, City Manager of the City of Huron, an Ohio municipal corporation, who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed, both individually and as City Manager of the City of Huron, Ohio. The notarial act certified hereby is an acknowledgement. No oath or affirmation was administered to signer.



NOTARY PUBLIC

My Commission Expires: _____

This Instrument Prepared By:
Todd A. Schrader, Esq.
Law Director, City of Huron
c/o Seeley, Savidge, Ebert & Gourash Co., LPA
26600 Detroit Road, Suite 300
Westlake, Ohio 44145



TERRI S. WELKENER
Notary Public, State of Ohio
My commission expires July 30, 2024

EXHIBIT 1

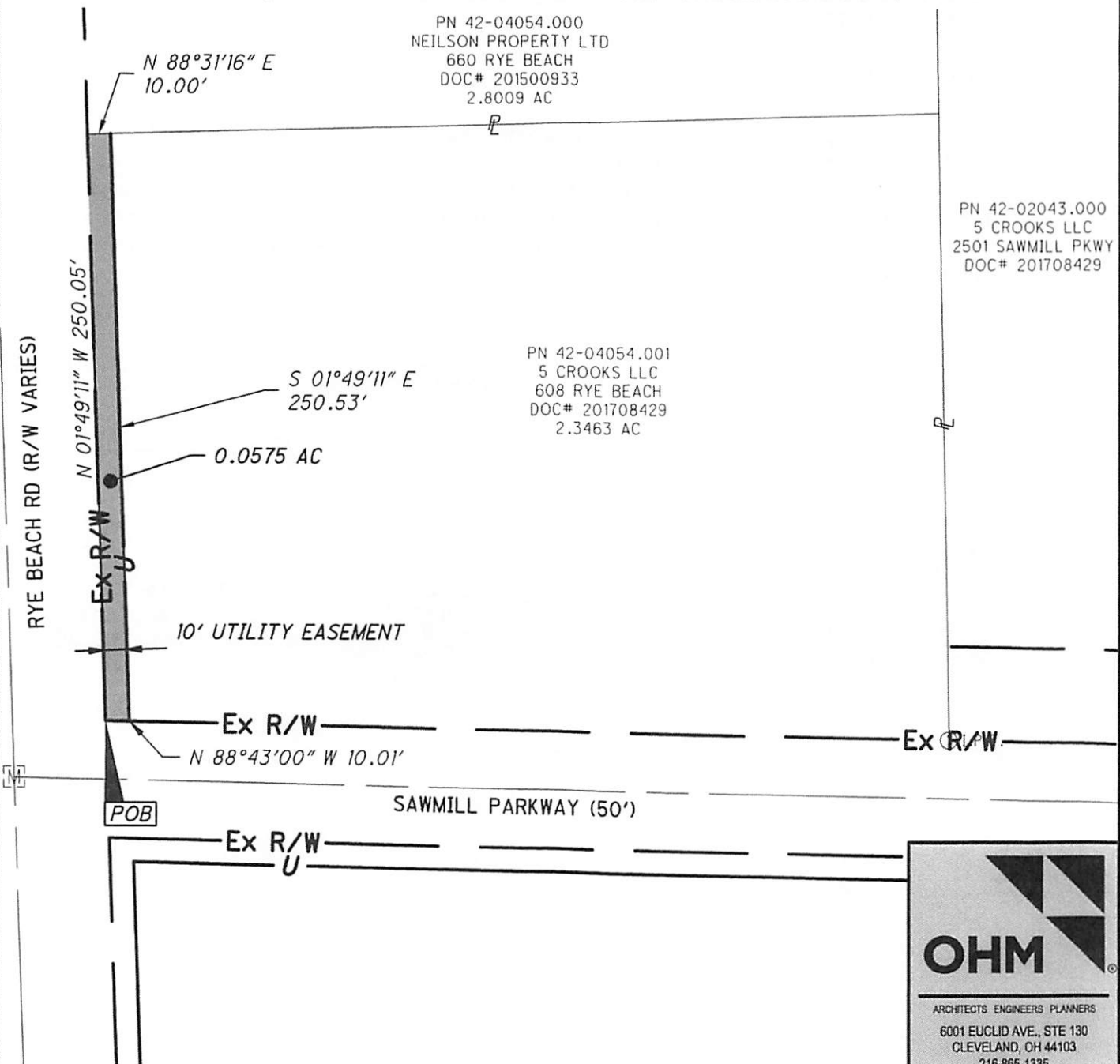
10' UTILITY EASEMENT

SITUATED IN STATE OF OHIO, COUNTY OF ERIE, CITY OF HURON
 BEING A PART OF ORIGINAL LOT 31 HURON TOWNSHIP AND BEING PART OF PN 42-04054.001, A 2.3463 ACRE TRACT OF LAND IN THE
 NAME OF 5 CROOKS LLC, AS DESCRIBED IN DOC# 201708429 ON RECORD WITH THE RECORD OFFICE, ERIE COUNTY OHIO.

PN 42-04054.000
 NEILSON PROPERTY LTD
 660 RYE BEACH
 DOC# 201500933
 2.8009 AC

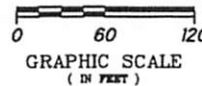
PN 42-02043.000
 5 CROOKS LLC
 2501 SAWMILL PKWY
 DOC# 201708429

PN 42-04054.001
 5 CROOKS LLC
 608 RYE BEACH
 DOC# 201708429
 2.3463 AC



LEGEND:

- Ex R/W EX RIGHT OF WAY
- EX EASEMENT
- PROP EASEMENT
- PROPERTY LINE
- CENTERLINE OF R/W



OHM
 ARCHITECTS ENGINEERS PLANNERS
 6001 EUCLID AVE., STE 130
 CLEVELAND, OH 44103
 216-865-1335
 OHM-ADVISORS.COM

DESIGNER	BS
REVIEWER	RMK 12-15-22
PROJECT ID	3002170160

December 15, 2022
Project No. 3002-17-0160
Erie County, Ohio

Exhibit 1 – 10' Utility Easement

Situated in the State of Ohio, County of Erie, and City of Huron, being a part of Original Lot 31 of Huron Township, and being part of PN 42-04054.001, being part of a 2.3463 acre tract of land in the name of 5 CROOKS LLC, as described in Document No. 201708429, all records referenced herein are on file at the Recorder's Office, Erie County, Ohio and being more particularly described as follows:

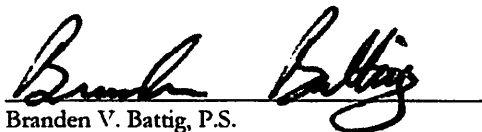
Beginning at the intersection of the easterly Right of Way line of Rye Beach Road (R/W Varies) and the northerly Right of Way of Sawmill Parkway (50' R/W), being the southwesterly corner of said 5 Crooks LLC land and the TRUE PLACE OF BEGINNING for the tract of land herein described;

- Course No. 1 Thence North $01^{\circ}49'11''$ West, along the easterly Right of Way line of said Rye Beach Road, a distance of 250.05 feet to the southwesterly corner of PN 42-04054.000, a 2.8009 acre tract of land in the name of Neilson Property LTD as described in Document No. 201500933;
- Course No. 2 Thence North $88^{\circ}31'16''$ East, with the southerly line of said Neilson Property LTD land, a distance of 10.00 feet to a point;
- Course No. 3 Thence South $01^{\circ}49'11''$ East, through said 2.3463 acre tract and parallel to said easterly Right of Way line, a distance of 250.53 feet to a point in the northerly Right of Way line of said Sawmill Parkway;
- Course No. 4 Thence North $88^{\circ}43'00''$ West, with said northerly Right of Way line, a distance of 10.01 feet to the TRUE PLACE OF BEGINNING, containing 0.0575 acres of land, more or less, as surveyed, calculated, and described on December 15, 2022, by Branden V. Battig P.S. 8708, subject to all legal highways, leases, and restrictions of record.

The bearings herein are based upon NAD83 State Plane Coordinates, Ohio North Zone, as established in July 2018 in a survey by OHM Advisors.

The above described area includes 0.0575 acres within the Erie County Auditor's Parcel Number 42-04054.001, and the present road occupies 0.0000 acres.

I hereby certify this description was created by using measurements from an actual field survey performed in July 2018 under my direct supervision.



Branden V. Battig, P.S.
Registered Surveyor No. S-8708