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VOL 137 PAGE 495

VOL 729 PAGE 397

STATE OF OHIO, MUSKINGUM COUNTY  
RECEIVED FOR RECORD

Feb 17 1998 at 3:45 PM

RECORDED Feb 18 1998

in Deed Book 1142 Page

Karen Vincent Recorder

42

VOL 1142 PAGE 88

AMERITECH EASEMENT

TRANSFER NOT NECESSARY

✓ x ✓ 0 ✓

Instrument 9800001494

FEB 17 1998

Norma J. Bauman  
Auditor Muskingum County, Ohio

For a valuable consideration of One dollar (\$1.00), receipt of which is hereby acknowledged, the undersigned, The Ohio Central Railroad, Inc., an Ohio Corporation, hereby grants and conveys to the Ohio Bell Telephone Company a.k.a. Ameritech, Ohio, and Ohio Corporation, and its affiliates and licenses, successors and assigns (collectively "Grantees") a non-exclusive, perpetual easement for the purpose of and in order to construct, reconstruct, modify, supplement, maintain, operate and/or remove facilities for the transmission of signals used in the provision of communication, video and/or information services and/or other services or uses for which such facilities may be used including, but not limited to poles, guys, anchors and messenger strand, equipment cabinets or enclosures and support post and pads, manholes, underground vaults, conduit, ducts and handholes, post or pole mounted equipment and antennae, cables, wires, pedestals or other above ground cable or wire enclosures, marker posts and signs, and other related or useful equipment, fixtures, appurtenance and facilities, together with the right to have commercial electrical service extended across the Property (described below) and Easement Area to provided service to such facilities and the right to ingress and egress across the Property and the Easement Area for the purpose of access to and use of the easement herein.

OCR hereby grants, assigns and conveys to Grantee, its successors and assigns, a perpetual, non-exclusive easement to occupy and use those segments of railroad right of way as depicted on Exhibits "A-E" attached hereto, for the purpose of surveying, constructing, operating, maintaining, upgrading and removing a communication system consisting of: communication cables, existing microwave transmission equipment, associated appurtenances and ancillary facilities (together, the "System"). OCR further grants to Grantee reasonable right of access to OCR's right of way, in order for Grantee to enjoy the foregoing rights.

The Grantor represents and warrants to the Grantee that Grantor is the true and lawful Owner/Operator of the Property and has full right and power to grant and convey rights conveyed herein.

This property is legally described as: that property conveyed by deed to the Ohio Central Railroad, Inc. and recorded in Muskingum, Coshocton and Tuscarawas counties in Deed Books 1012 p. 74 (Muskingum); db. 364 p. 914 (Coshocton); and db. 623 p. 502 (Tuscarawas) respectively.

Grantee shall have the right to remove or trim such trees and brush in the Easement Area as is necessary to exercise the rights conveyed herein.

No regular work is to be performed on Grantor's property by Grantee or Grantee's agents without first securing right of entry authorization, which includes Grantor-specified minimum property and liability insurance coverages for Grantee's agents and/or employees, fifteen (15) days prior to the planned commencement of said work from Grantor at telephone (614) 622-8092. In case of emergency work, Grantee is to notify Grantor's Chief Dispatcher at Coshocton, telephone (614) 622-8092.

Anytime Grantee's agents and/or employees are performing work on Grantor's right of way, Grantor will provide a representative to furnish flag protection, if deemed necessary by Grantor, to protect the operations of Grantee and Grantor. All reasonable expenses incurred by Grantor in furnishing said flagging protection shall be reimbursed by Grantee to Grantor.

NO TRANSFER NECESSARY

DATE: 3-30-98

John A. Baizel  
COUNTY AUDITOR

9800004145  
Filed for Record in  
TUSCARAWAS COUNTY, OH  
DOLORES HIXSON  
On 03-30-1998 At 11:12 am.  
EASEMENT 42.00  
Vol. 729 Pg. 397 - 405

Grantee shall be responsible for damage caused to Grantor's property by Grantee, its agents and employees, and shall repair and restore the premises and pay for any damage following and construction and/or maintenance work.

Grantee agrees that it shall, at no cost to Grantor, comply with all current safety regulations governing the system.

Grantee agrees that the construction, operation and maintenance of the System will not unreasonably interfere with Grantor's railroad operations or Grantor's use of the right of way in the carrying on of railroad operations or any other used of the right of way as may be enjoyed by Grantor or its assigns.

It is expressly understood that Grantee, its employees, agents or others engaged for any reason in working on the System provided for by this Agreement are in no way agents or representative of Grantor, but that Grantee is an Independent contractor and that such persons as may be on or about the right of way to work on the System are there at Grantee's sole risk and with Grantee's permission.

Grantee expressly agrees to assume any and all risks and to indemnify, defend and save harmless Grantor, its officers, agents, servants and employees, successors and assigns, from and against any and all actions, proceedings, claims, demands, outlays, damages, liabilities and expenses, including reasonable attorneys' fees, which may be incurred on account of loss or damage to any property or injury to or death of any person, directly or indirectly resulting from or happening in connection with Grantee's operations hereunder, unless such loss, damage, injury or death may be due, in whole or in part, to the negligent acts or omissions of Grantor, its officers, agents, servants and employees.

In the event that any of Grantor's property becomes subject to any mechanics', artisans' or materialmen' lien or other encumbrance chargeable to or through Grantee, Grantee shall promptly cause such lien or encumbrance to be discharged and released of record (by payment, posting of bond, court deposit or other means) without cost to Grantor and shall indemnify Grantor against all and releasing such lien or encumbrance; provide, however, that if any such lien or encumbrance is not so discharged and released after prior written notice by Grantor to Grantee and Grantee's failure to reasonably obtain such release or discharge, then Grantor may pay or secure the release or discharge thereof at the expense of Grantee. Grantor shall keep Grantee's facilities free of all liens which arise in any way from or as result of Grantor's activities, and cause any which may arise to be discharged or released of record as provided in this Section. Grantor agrees that no part of the System shall become subject to the liens of any future mortgages by Grantor.

Grantor further grants to Grantee for a period of twenty (20) years after May 8, 1996, the right and option to acquire, for a reasonable price, the same rights that are granted herein to Grantee, as to: (a) those portions of Grantor's existing rights of way that do not contain the System; and (b) those rights of way that may be acquired by Grantor, its successors and assigns, in the future. Such use by Grantee of such additional right of way will be under all promptly concerning any right of way acquired by Grantor after the date hereof, Grantor agrees to make available to Grantee any information pertaining to such right of way and records of Grantor that Grantee may request to see, in determining whether to exercise its option.

This agreement shall be binding upon the successors and assigns of the parties hereto. This Agreement may be assigned by either party, upon thirty (30) days' written notice thereof to the other party, and additionally upon the agreement in writing of the assignee, stating that it agrees to be bound by the terms of this Agreement. In the event of a conveyance by Grantee of a partial interest in the System or a partial

assignment of this Agreement by Grantee, Grantee shall remain fully responsible for the performance of its obligations under this Agreement. If Grantor determines that any of the System should be changed or altered for Grantor's operational, maintenance or safety reasons, or to accommodate customer of Grantor (for reasons such as, but not limited to, the construction of additional trackage), Grantor shall notify Grantee of such plans, and Grantee shall protect or move the affected System facilities at its own expense, cost and risk in a manner satisfactory to Grantor as soon as practical. Grantor shall endeavor to find alternatives to alteration of the System so as to minimize Grantee's expense relocation.

This agreement supersedes any and all agreements between the parties dated prior to the date of this Agreement covering the granting of right of way for communication system. The parties agree that all obligations of each of them under any such earlier agreements are settled and performed.

GRANTOR

~~Grantee~~ will not require Grantee to relocate its current fiber optic cable to accommodate installation or construction of additional cable projects that may occur.

GRANTOR

~~Grantee~~ will make every reasonable effort to insure that additional cable projects, if any, occurring on this easement will not interfere with the operation of Grantees cable.

1/6/8  
2-98  
OK  
2-98

TO HAVE AND TO HOLD, the Easement Area unto Grantee, its successors and assigns, for the uses and purposes hereinabove described.

IN WITNESS WHEREOF, I have hereunto set MY hand(s) this 12<sup>th</sup> day of January, 19 98.

Signed and Acknowledged in the Presence of:

x Janelle A. Frischen  
WITNESS  
Janelle A. Frischen

x Kendra N. Kimble  
WITNESS  
Kendra N. Kimble

OHIO CENTRAL RAILROAD, INC.

By: x William A. Strawn II - President  
GRANTOR  
William A. Strawn, II

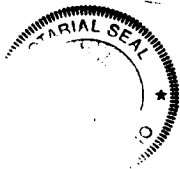
x \_\_\_\_\_  
GRANTOR  
\_\_\_\_\_

STATE OF OHIO )  
                  )SS  
COUNTY COSHOCOTON )

Personally came before me this 12<sup>th</sup> day of January, 19 98  
William A. Strawn II, Pres. and \_\_\_\_\_ to me known to  
be the President and \_\_\_\_\_ respectively, of

the above named corporation/partnership, and by me duly sworn, did severally depose and say that they executed the foregoing instrument for and on behalf of said corporation as such officers, being duly authorized so to do, and further did severally depose and say that they are such officers of said corporation and that the seal affixed to said instrument is the seal of said corporation.

Janelle A. Frischen  
Notary Public in and for  
Coshocton County, Ohio.



JANELLE A. FRISCHEN  
NOTARY PUBLIC  
MY COMMISSION EXPIRES 07/1/98

THIS INSTRUMENT PREPARED BY  
THE OHIO BELL TELEPHONE COMPANY

To Easement Dated JAN 12 1998

FROM

\_\_\_\_\_  
\_\_\_\_\_

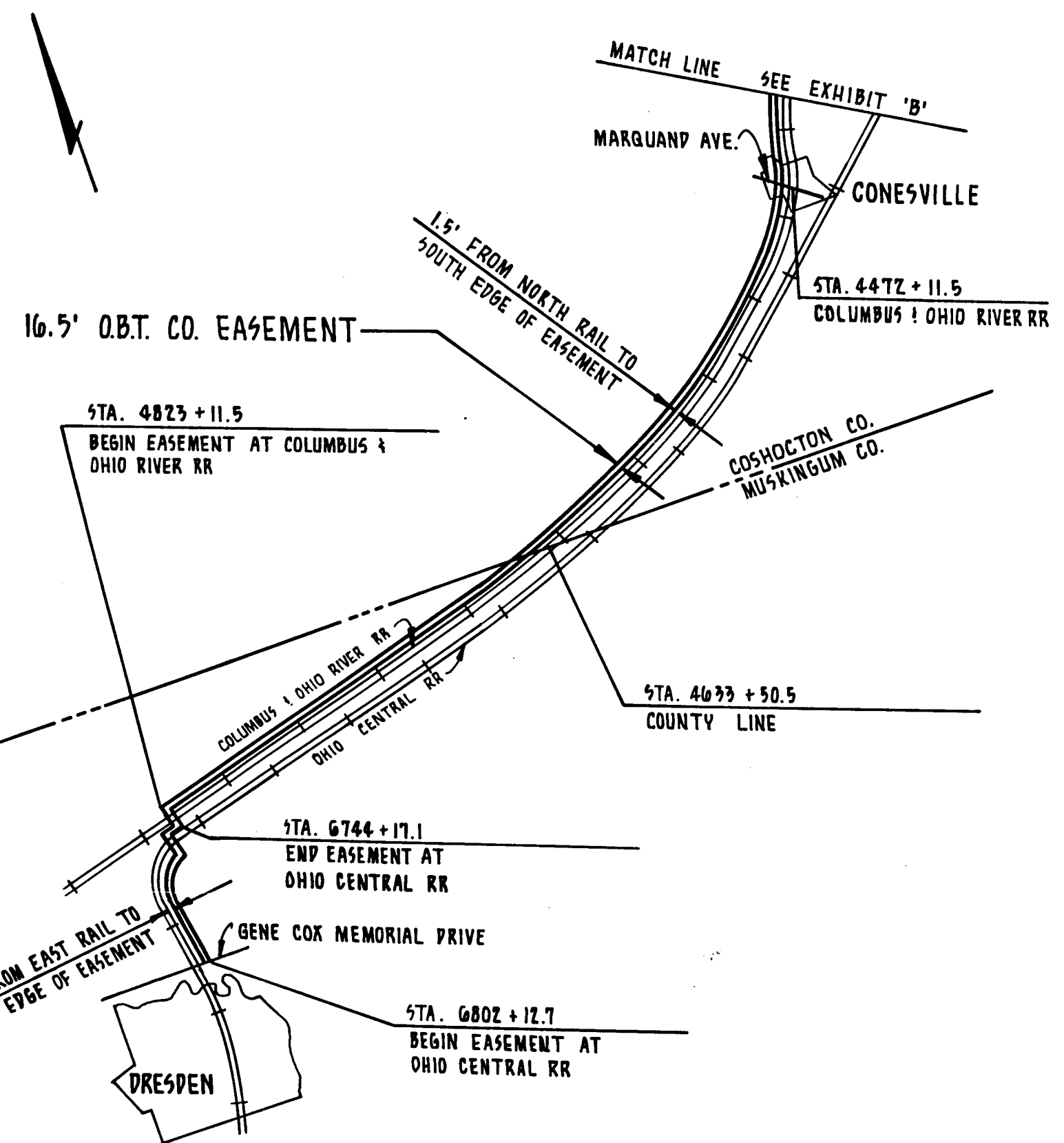
VOL 729 PAGE 401

TO

THE OHIO BELL TELEPHONE COMPANY

being the property of

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



Scale NONE 5878

This Exhibit is Drawn For The Limited Use Of The Ohio Bell Telephone Company To Identify The Easement Location And Is Not Intended To Represent An Accurate Survey Of The Property.

To Easement Dated Jan 12 19 00

FROM

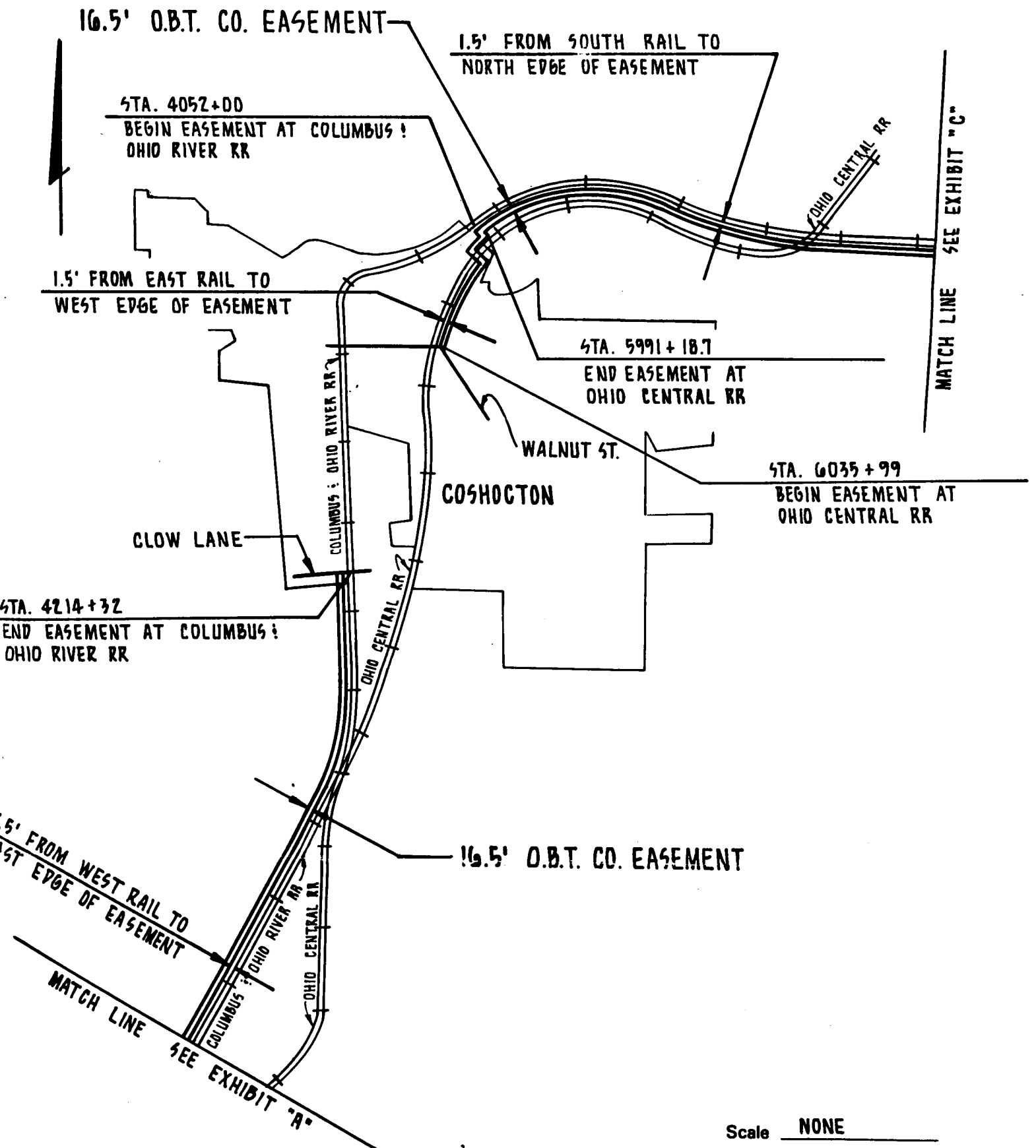
\_\_\_\_\_  
\_\_\_\_\_

TO

THE OHIO BELL TELEPHONE COMPANY

Being the property of

\_\_\_\_\_  
\_\_\_\_\_



Scale NONE

This Exhibit is Drawn For The Limited Use Of The Ohio Bell Telephone Company To Identify The Easement Location And Is Not Intended To Represent An Accurate Survey Of The Property.

To Easement Dated Jan 12 19 08

FROM

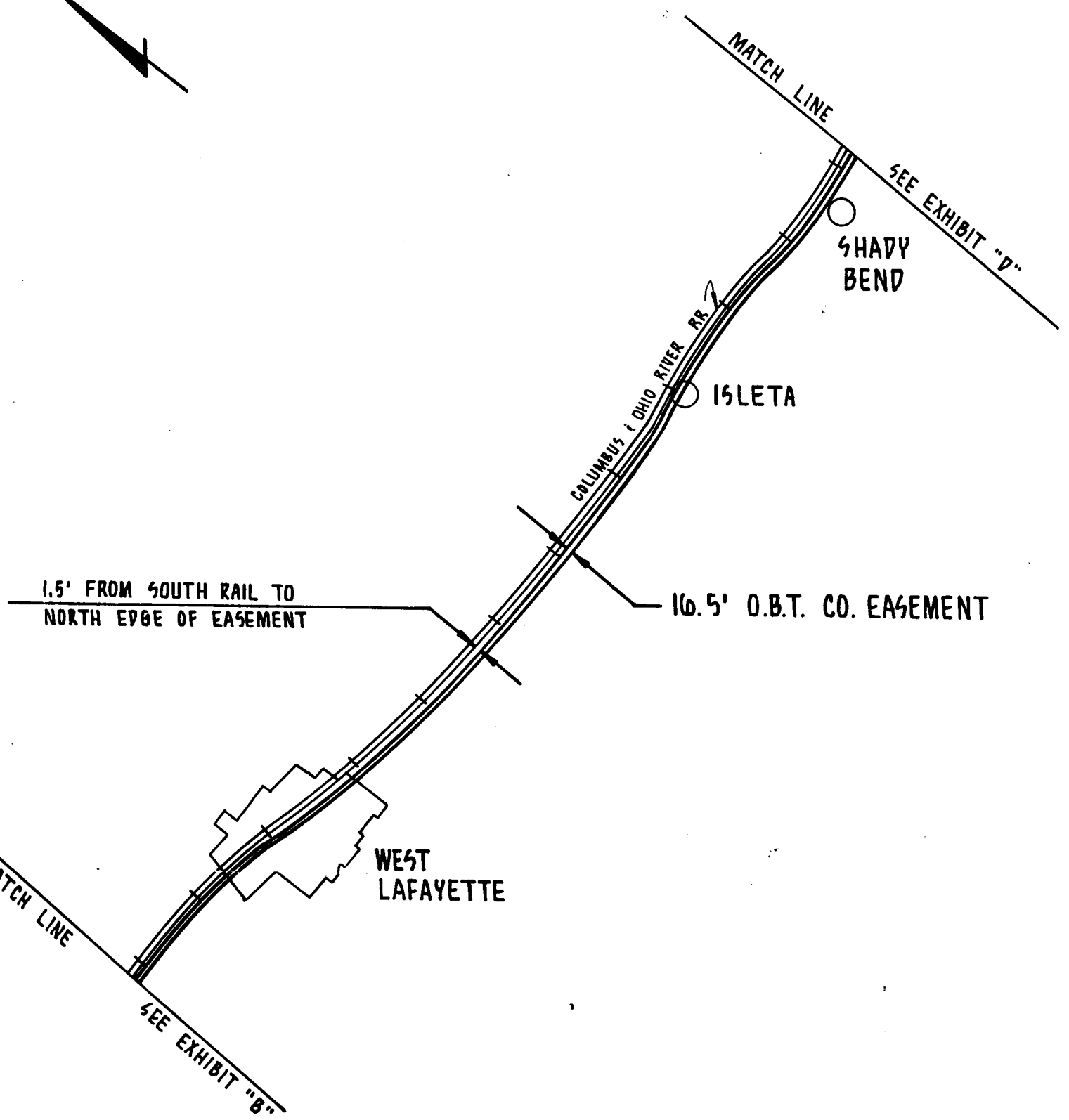
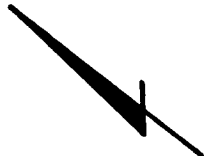
\_\_\_\_\_  
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TO

THE OHIO BELL TELEPHONE COMPANY

Being the property of

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



Scale NONE

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To Easement Dated Jan 12 1998

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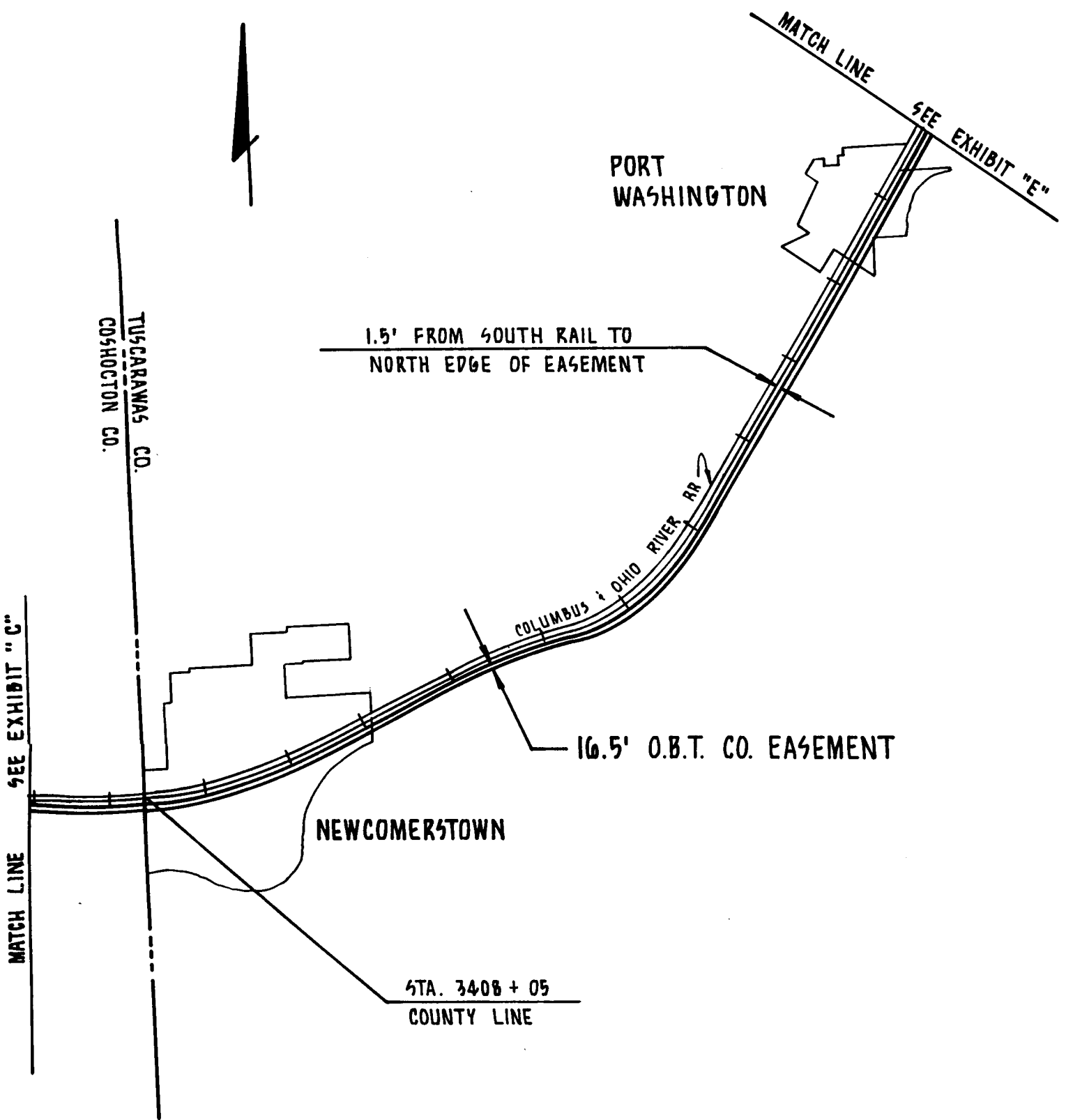
\_\_\_\_\_  
\_\_\_\_\_

TO

THE OHIO BELL TELEPHONE COMPANY

Being the property of

\_\_\_\_\_  
\_\_\_\_\_



Scale NONE

This Exhibit Is Drawn For The Limited Use Of The Ohio Bell Telephone Company To Identify The Easement Location And Is Not Intended To Represent An Accurate Survey Of The Property.



To Easement Dated Jan 12 19 98

FROM

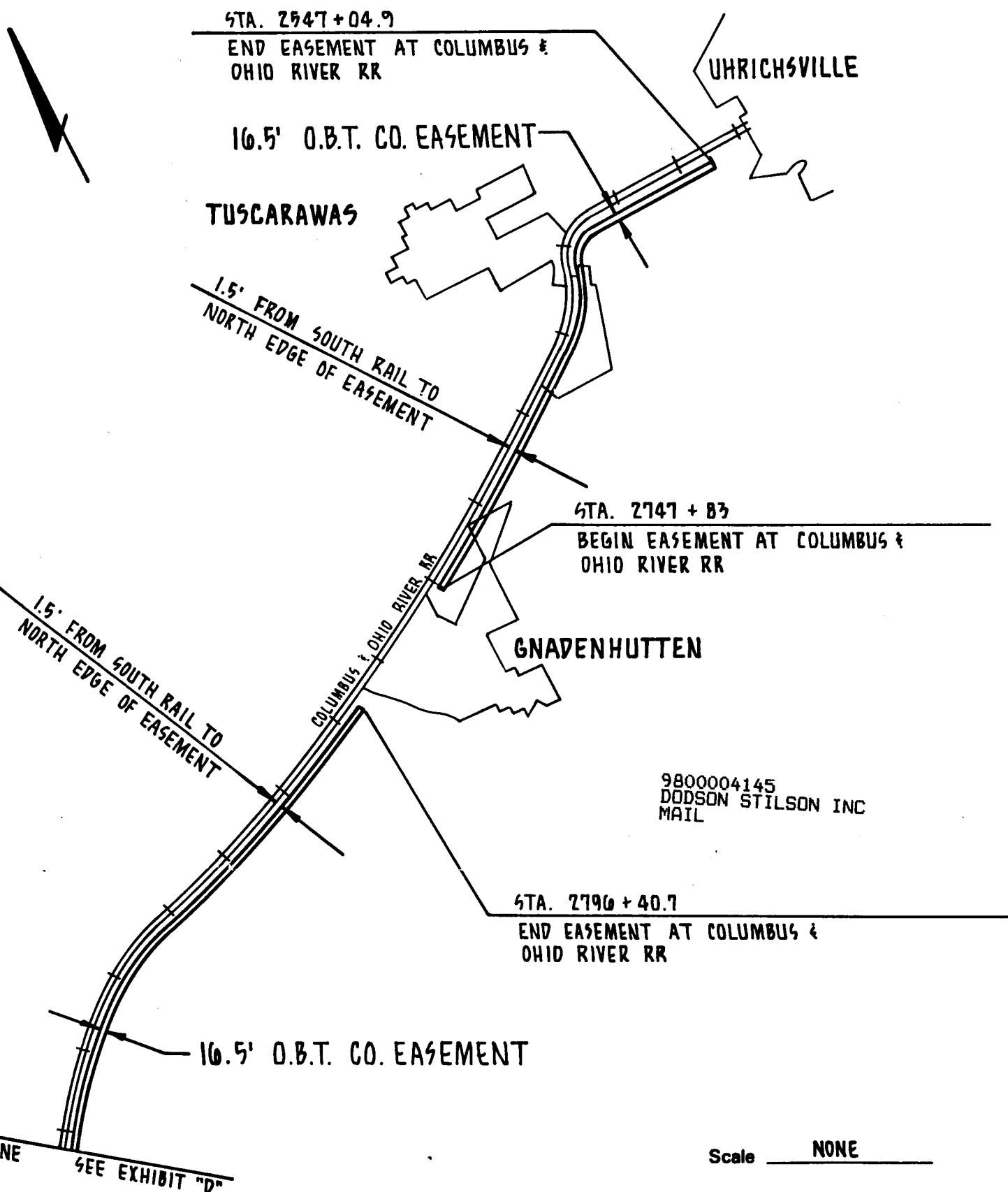
9800001494  
Filed for Record in  
COSHOCTON COUNTY, OHIO  
SANDRA CORDER  
On 03-18-1998 At 08:13 am.  
EASE 42.00  
Vol. 137 Pg. 495 - 503

TO

THE OHIO BELL TELEPHONE COMPANY

9800001494  
DODSON-STILLSON INC\*\*  
6121 HUNTLEY RD  
COLUMBUS, OH 43229-1003

Being the property of



Scale NONE