
EASEMENT

Know All Men By These Presents: That, Mary K. Walker, an unmarried women of legal age, whose tax mailing address is 303 Appian Avenue, Napoleon, Ohio 43545, the Grantor, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration paid by the **City of Napoleon, Ohio**, a municipal corporation organized under the laws of Ohio, the Grantee, the receipt and sufficiency of which is hereby acknowledged, does hereby **GRANT, BARGAIN, SELL, CONVEY and RELEASE** to the Grantee, its successors and assigns forever, a perpetual alienable street, sidewalk and utility Easement to lay, install, construct, reconstruct, erect, use, repair, supplement, maintain, operate, and/or remove, at any time or times hereafter its streets, curbing and sidewalks and any of its Utilities that are now in existence or may be in the future, including but not limited to: electric, cable, telephone, telecommunications, water, sewer, and gas utilities. The aforementioned Utilities consist of one or more of its transmission or distribution lines, having a variable number of wires and pipes and all necessary or desirable appurtenances thereto (including but not limited to regulating transmission or distribution equipment, telephone and telegraph wires, fiber optic cables, props, guys and anchorages, conduits, cables, poles, towers, pedestals, and fixtures, all the aforementioned being both above and below ground, with the further right to permit the attachment of, and/or carry in above or underground conduit, wires, cables, pipes and other associated fixtures and other above and underground facilities of any other company with services and extensions therefrom, in, on, through, over and/or under the below described lands, with the right of ingress to and egress from and over said premises (real estate) situated in the City of Napoleon, County of Henry and State of Ohio, and described as:

Being part of Lot 15 of John G. Lowe's First Addition, City of Napoleon, Napoleon Township, Henry County, Ohio, and being more particularly described as follows:

Commencing at a P.K. nail at the intersection of the centerline of East Maumee Avenue (St. Rt. 110) and Appian Avenue (formerly U.S. Rt. 6); thence South 43°50'0" East and along the centerline of said Appian Avenue, a distance of thirty and ninety-six hundredths (30.96) feet to a point; thence South 60°30'0" West along a line being the easterly extension of the southerly line of said East Maumee Avenue right-of-way, a distance of thirty and ninety-six hundredths (30.96) feet to a point being the intersection of said southerly right-of-way of East Maumee Avenue and the westerly right-of-way of said Appian Avenue and the **POINT OF BEGINNING**; thence South 43°50'0" East along said westerly right-of-way of Appian Avenue, a distance of fifteen and zero hundredths (15.00) feet to a point; thence North 81°40'0" West, a distance of twenty-three and sixty-nine hundredths (23.69) feet to a point on said southerly right-of-way of East Maumee Avenue; thence North 60°30'0" East along said southerly right-of-way of East Maumee Avenue, a distance of fifteen and zero hundredths (15.00) feet to the **POINT OF BEGINNING** and containing 109.00 square feet (0.003 acres) of land, more or less.

(All bearings stated above are assumed for the purpose of this description.)

The Grantor claims title to the above described property by virtue of deed recorded in Deed/Official Record **Volume 214, Page 231** of the records of Henry County, Ohio.

Grantee will also have the right to mark the location of the strip by suitable markers set in the ground, but such markers when set in the ground will be placed in fences or other locations which will not interfere with any reasonable use the Grantor will make of the land.

The consideration recited herein shall constitute full and final payment for said easement and all damages sustained and/or claimed by the Grantor, their heirs, executors, administrators, successors, and

assigns, including but not limited to all damages to the remainder of the Grantor's real estate, that arise from or by reason of the laying, installation, construction, reconstruction, erection, use, operation, maintenance, supplementation, removal or inspection of said street, curbing, sidewalks and Utility(s) and all appurtenances thereto, including but not limited to those known or unknown, those legal, equitable or otherwise and those direct, incidental or consequential. Nevertheless, except as otherwise provided herein, Grantee agrees to restore the grounds by seeding and leveling; further, any physical damage caused by the Grantee to Grantor's premises, after completion of the original construction known as the "Appian Avenue Storm Sewer Improvements Project", due to performing maintenance, inspection, reconstruction, supplementation, replacement, repair, and/or removal of said streets, curbing, sidewalks and Utility(s), shall be paid, repaired or restored by the Grantee, unless the same is part of an assessed project. The Easement and right-of-way hereby granted includes the perpetual right to cut, trim, and/or otherwise control any trees and/or brush which may endanger the safety of or interfere with the construction and use of said streets, sidewalks, curbing and Utility(s) without claim of damage to the trees or brush by the Grantors.

To Have And To Hold said Easement, together with all rights and privileges belonging thereto unto the Grantee and its successors and assigns forever. This Easement together with all agreements, covenants, and other provisions recited herein, shall constitute a covenant running with the land for the benefit and use of the Grantee, its successors and assigns forever. The provisions of this Easement will inure to the benefit of and bind the heirs and/or successors and assigns of the respective parties to it.

The Grantor hereby covenants that they are the true and lawful Owner of the above described real estate and has full power and authority to convey the same and that the same is free and clear from all liens and encumbrances whatsoever and that the Grantor will warrant and defend the title to the said easement against all lawful claims. The Grantor warrants that the above described property as subject of said easement does not contain hazardous materials as defined by federal and state statute or regulation.

IN WITNESS WHEREOF: Mary Kay Walker, an unmarried women of legal age, the Grantor, has executed this Perpetual Easement this 16th day of February, 2000.

Signed and acknowledged in the presence of:

Adam Hoff
Roxanne Dietrich

Mary Kay Walker
Mary Kay Walker

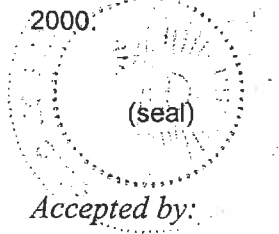
STATE OF Ohio }
COUNTY OF Henry }

SS:

Before me a Notary Public in and for said County, personally appeared the above named Mary K. Walker, the Grantor, who acknowledged that she did sign the foregoing instrument and that the same is her free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 16 day of February

2000.



Roxanne Dietrich
Notary Public

ROXANNE DIETRICH, NOTARY PUBLIC
In and for the State of Ohio
My Commission Expires June 23, 2002

Accepted by:

Jon A. Bisher
Jon A. Bisher, City Manager

18 FEB 00
Date

***This Instrument Prepared
and
Approved By:***

*David M. Grahn
City of Napoleon Law Director
255 West Riverview Avenue
Napoleon, Ohio 43545
(419) 592-3503*

***Easement Description
Provided And Verified By:***

Adam C. Hoff, P.E. - City Engineer

Z:\SHARED\Walker\Easement2\December 22, 1999

✓c
200000008237
Filed for Record in
HENRY COUNTY OHIO
ARLENE A WALLACE
On 02-23-2000 At 09:13 am.
EASEMENT 18.00
OR Volume 65 Page 1124 - 1126

200000008237
CITY OF NAPOLEON
CALL 592-3503

From: **"Adam Hoff" <hoff>**
To: **SHERYL**
Date sent: **Tue, 1 Feb 2000 11:06:25 -0500**
Subject: **Re: Mary K. Walker**

Jeff Marihugh and I need to set up a meeting with PeeWee to get her to sign the easement. Basically, its too many things, too little time.

From: SHERYL
To: Hoff
Subject: Mary K. Walker

> Would you please update me on the status of this Easement. I
> have not as of this date, received a signed copy back to have
> recorded. Thanks. :-)
>

From: Self <SHERYL>
To: Hoff
Subject: Mary K. Walker
Date sent: Tue, 1 Feb 2000 10:44:54 -0800

Would you please update me on the status of this Easement. I have not as of this date, received a signed copy back to have recorded. Thanks. :-)

December 6, 1999

Adam Hoff
City Engineer
255 Riverview Ave.
Napoleon, OH 43545

Re: Marlin J. Miller and Mary Kay Walker
Utility & Roadway Easements

Dear Adam:

I have completed ownership chain of title for the Marlin J. Miller and Mary Kay Walker real property.

For the Mary Kay Walker property the deed reference of Volume 214, Page 231 is for part of Lot 15 of JG Lowes 1st Add. which is correctly identified on your easement.

For the Marlin J. Miller property the deed reference should be Volume 251, Page 1118 wherein Marlin J. Miller and Freida M. Miller transferred the real property in the Southeast 1/4 of Section 13, Napoleon Township to themselves along with the Affidavit of Marlin J. Miller recorded in Volume 253, Page 139 wherein he states that Freida M. Miller is deceased and that real property is transferred to him alone.

I have enclosed copies of each chain of title for these perpetual utility and roadway easements and a bill for my services.

If you have any questions please call me.

Jenny Parker
1005 Westchester
Napoleon, OH 43545
599-3674