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## PERPETUAL EASEMENT

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**Know All Men By These Presents:** That, Shirley M. Carroll, an unmarried woman of legal age, whose tax mailing address is 424 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 Utility Easement to lay, install, construct, reconstruct, erect, use, repair, supplement, maintain, operate, and/or remove, at any time or times hereafter 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 the northeasterly fifteen (15) feet of Lot 3 of L.G. Randall's First Addition, Harrison Township, City of Napoleon, Henry County, Ohio, and being more particularly described as follows:

**BEGINNING** at a point being the intersection of the southerly right-of-way line of Euclid Avenue and the westerly line of an eleven and eighty-eight hundredths (11.88) foot alley and the northeasterly corner of said Lot 3; thence North 89°34'8" West and along said southerly right-of-way of Euclid Avenue, a distance of eight and ninety-nine hundredths (8.99) feet to the northeasterly corner of Lot 2 of L.G. Randall's First Addition; thence South 44°48'14" West and along the southerly line of said Lot 2, a distance of eight and fifty-one hundredths (8.51) feet to a point; thence South 43°18'47" East and parallel to said westerly line of the alley, a distance of sixty-seven and eighteen hundredths (67.18) feet to a point on the northerly line of Lot 4 of L.G. Randall's First Addition; thence North 44°48'14" East and along said northerly line of Lot 4, a distance of fifteen and one hundredths (15.01) feet to a point on said westerly line of the alley; thence North 43°18'47" West and along said westerly line of the alley, a distance of sixty and seventy-five hundredths (60.75) feet to the POINT OF BEGINNING and containing 986.81 square feet (0.02 acres) of land, more or less.

The Grantor claims title to the above described property by virtue of deed recorded in Deed/Official Record **Volume 242, Page 669** 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, her 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 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 "Euclid Avenue Sanitary Sewer Project", due to performing maintenance, inspection, reconstruction, supplementation, replacement, repair, and/or removal of said 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 Utility(s) without claim of damage to the trees or brush by the Grantor.

**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 she is 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:** Shirley M. Carroll, an unmarried woman of legal age, the Grantor, has executed this Perpetual Easement this 2~~nd~~ day of May, 2000.

Signed and acknowledged in the presence of:

[Signature]

Roxanne Dietrich

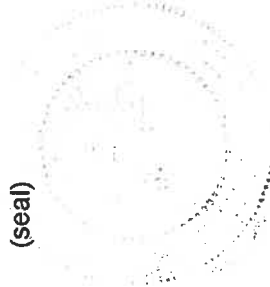
[Signature]  
Shirley M. Carroll

STATE OF Ohio }  
COUNTY OF Kentucky }

ss:

Before me a Notary Public in and for said County, personally appeared the above named Shirley M. Carroll, 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 2~~nd~~ day of May, 2000.



(seal)  
Roxanne Dietrich  
Notary Public  
ROXANNE DIETRICH, NOTARY PUBLIC  
In and for the State of Ohio  
My Commission Expires June 23, 2002

Accepted by:

*John A. Bisher*  
John A. Bisher, City Manager

*MAY 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*

C:\lotus\work\word\pro\Docs\ShirleyCarroll\PermForm\April 8, 2000

200000009595  
Filed for Record in  
HENRY COUNTY OHIO  
ARLENE A WALLACE  
On 05-10-2000 At 02:45 pm.  
EASEMENT 18.00  
OR Volume 70 Page 169 - 171  
200000009595  
CITY OF NAPOLEON  
SHERYL 592-3503

Date 5-9-2000 Name Shirley M. Carroll  
RE Location Lot 3 L. H. Randall's 1st Add Harrison Twp, City of Nagaleson, HC, OH  
Vol. 173 Page 301 Julian M. Pope (FKA Lee in M. Patterson) & Paul Pope, w/H  
Julian E. Patterson & Helen Patterson H&W Kenneth E. Patterson & Catherine M. Patterson H&W Grantor A

Instrument TO Viola Ritter Grantee \_\_\_\_\_

WD Description Lot 3 L. H. Randall's 1st Add

Signed 4-17-1960 Filed 4-18-60 at 2:53 P. M. Recorded 4-19-1960

Vol. 199 Page 174 Viola Ritter & Hayford Ritter W & H Grantor A

Instrument TO Douglas A. Haseman & Danna L. Haseman H&W Grantee \_\_\_\_\_

WD Description Lot 3 L. G. Randall's 1st Add

Signed 6-6-1972 Filed 6-12-72 at 11:50 A. M. Recorded 6-16-72

Vol. 219 Page 19 Douglas A. Haseman & Danna L. Haseman H & W Grantor A

Instrument TO Dennis E. Carroll & Shirley Carroll Grantee A

WD Description Lot 3 L. G. Randall's 1st Add

Signed 10-17-1979 Filed 10-18-79 at 3:48 P. M. Recorded 10-19-79

Vol. 242 Page 669 Dennis E. Carroll, husband of Shirley Carroll Grantor \_\_\_\_\_

Instrument TO Shirley M. Carroll Grantee \_\_\_\_\_

QCD Description Lot 3 L. H. Randall's 1st Add City of Nagaleson,

Signed 1-23-1990 HC OH - pursuant to Separation Agreement H&W # 23732  
Filed 3-7-1990 at 2:17 P. M. Recorded 3-7-1990

Vol. \_\_\_\_\_ Page \_\_\_\_\_ Grantor \_\_\_\_\_

Instrument TO \_\_\_\_\_ Grantee \_\_\_\_\_

\_\_\_\_\_ Description \_\_\_\_\_

Signed \_\_\_\_\_ Filed \_\_\_\_\_ M. Recorded \_\_\_\_\_

May 9, 2000

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

Re: Perpetual Utility Easements: Ruth E. Plummer, Lots 4, 5, & 6 LG Randall's First;  
Jeremy R. Zachrich & Robert P. Zachrich, Lot 25 LG Randall's First;  
Esther M. Smith, Lot 7 LG Randall's First;  
Shirley M. Carroll, Lot 3 LG Randall's First; and,  
Thomas Karl Smith, Lot 2 LG Randall's First.

Dear Adam:

I have completed ownership chain of title for the above outlined parcel of real property. Each of them have a good chain of title. I have included a copy of the 40 year chain of title for each property.

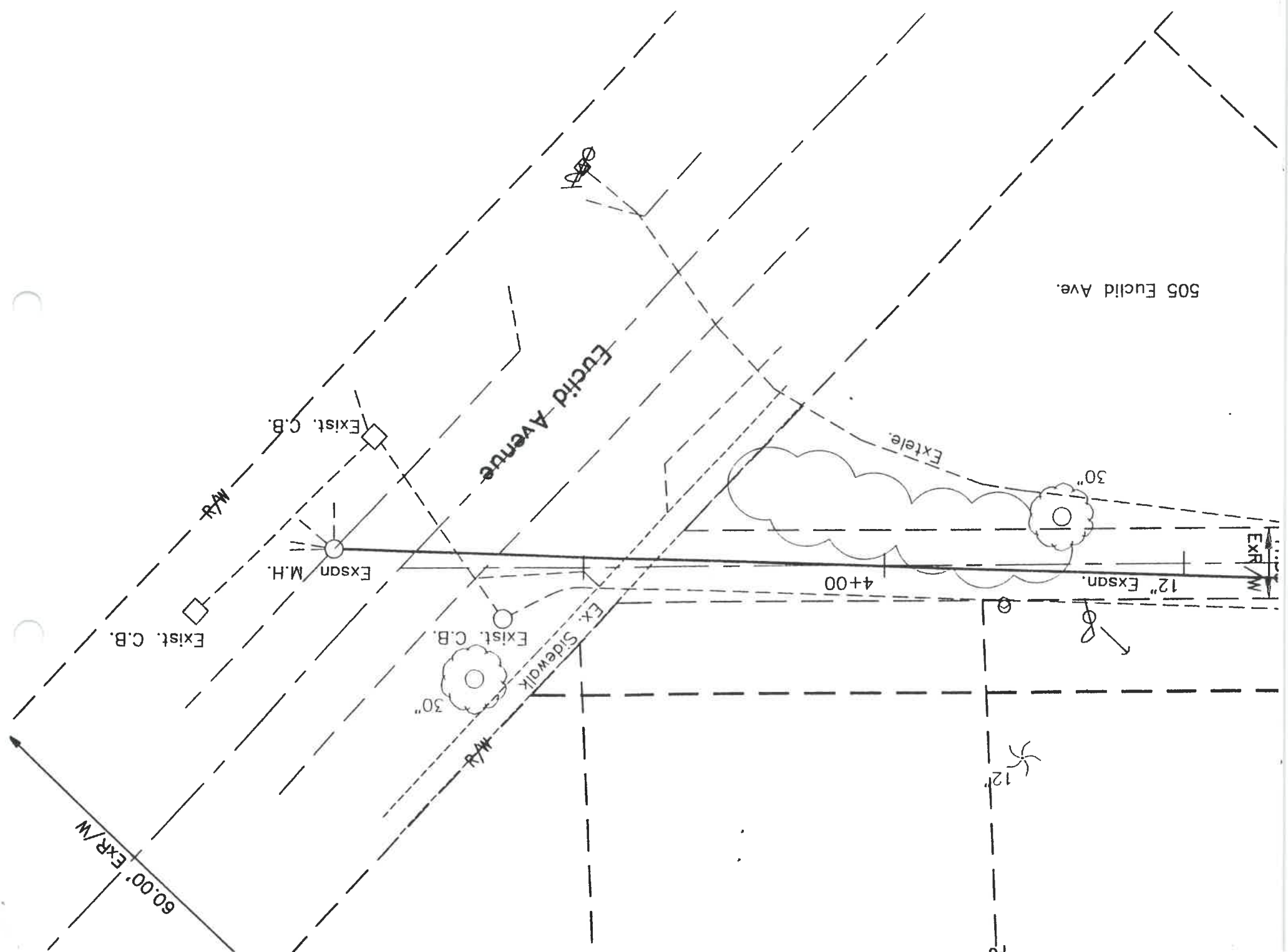
On the perpetual easement from Shirley M. Carroll there should be two Volume and Pages cited, first Volume 219, Page 19, then Volume 242, Page 669, she acquired ownership by two separate deeds.

Also Ruth E. Plummer is listed as unmarried on your perpetual easement. When she transferred property to Jeremy R. Zachrich and Robert P. Zachrich in December of 1999 she was married to Don B. Plummer. Thought you may want to check this out but you may already have.

A bill for my services is also enclosed.

If you have any questions please call me.

Jenny Parker  
1005 Westchester  
Napoleon, OH 43545  
599-3674



505 Euclid Ave.

Euclid Avenue

Ex. Tele.

30"

EXR/W

12" Ex. Sdn.

4+00

Ex. Sidewalk

Ex. C.B.

Ex. Sdn. M.H.

Ex. C.B.

Ex. C.B.

M/R

M/R

12"

60.00' Exr/W



Registered in U.S. Patent and Trademark Office under serial publishing co. election, Ohio 43284

QUIT-CLAIM DEED \*

I, Dennis E. Carroll, a married man of legal age and the Husband of Grantee herein, (1), of Henry County, Ohio for valuable consideration paid, grants(s) to Shirley M. Carroll, whose tax-mailing address is

424 Appian, Napoleon, Ohio 43545

the following REAL PROPERTY: Situated in the County of Henry in the State of Ohio and in the City of Napoleon :

Lot Number Three (3) in L.G. Randall's First Addition to the Village (now city) of Napoleon, Henry County, Ohio, but subject to all easements, restrictions, and leases of record, zoning ordinances, if any, and all legal highways.

This deed is given pursuant to the terms of a certain Separation and Property Settlement Agreement, dated 1-23-1990, Court of Common Pleas, Henry County, Ohio, Case No. 23732

C 649 #

APPROVED Tax Map Dept

RECEIVED & RECORDED

MAR 7 1990

ARLENE WALLACE, RECORDER

10th HENRY COUNTY, OHIO

NE 15'

AUDITED & RECORDED TRANSFERRED DATE James H. Hoyle COUNTY CLERK AUDITOR

Prior Instrument Reference: Vol.

County, Ohio.

Records of Henry

Records of Napoleon

of January, 1990. Signed and acknowledged in the presence of: Witness my hand this 23rd day

Signed and acknowledged in the presence of:

Witness: Gerald D. Laver

Dennis E. Carroll

Dennis E. Carroll

State of Ohio

County of Henry

ss.

BE IT REMEMBERED, That on this 23rd day of January, 1990, before me, the subscriber, a notary public in and for said State, personally came, Dennis E. Carroll, a married man of legal age and the Husband of the Grantee herein, the Grantor(s) in the foregoing Deed, and acknowledged the signing thereof to be voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my seal on this day and year aforesaid.

GERALD D. LAVER, Notary Public - State of Ohio

My Commission has no Expiration Date. Section 147.03RC.