
PERPETUAL EASEMENT

Know All Men By These Presents: That, Esther M. Smith, an unmarried woman of legal age, whose tax mailing address is 450 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 part of Lot 7 of L.G. Randall's First Addition, Harrison Township, City of Napoleon, Henry County, Ohio, and being more particularly described as follows:

Commencing 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 Lot 3 of L.G. Randall's First Addition; thence South 43°18'47" East and along said westerly line of the alley, a distance of two hundred, sixty-one and twenty-nine hundredths (261.29) feet to the northeasterly corner of Lot 6 of L.G. Randall's First Addition; thence South 0°46'4" West and along said westerly line of the north-south segment of the alley, a distance of four and forty-seven hundredths (4.47) feet to a point being the northeasterly corner of said Lot 7 and the POINT OF BEGINNING; thence continuing South 0°46'4" West and along said westerly line of the alley' a distance of seventeen and ten hundredths (17.10) feet to a point; thence North 43°18'47" West, a distance of eleven and eighty-nine hundredths (11.89) feet to a point on the southerly line of said Lot 6; thence North 44°48'14" East and along said southerly line of Lot 6, a distance of eleven and ninety hundredths (11.90) feet to the POINT OF BEGINNING and containing 70.71 square feet of land, more or less.

The Grantor claims title to the above described property by virtue of deed recorded in Deed/Official Record **Volume 224, Page 878** 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 warrants 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: Esther M. Smith, an unmarried woman of legal age, the Grantor, has executed this Perpetual Easement this _____ day of _____, 2000.

Signed and acknowledged in the presence of:

STATE OF _____ }
COUNTY OF _____ }

Before me a Notary Public in and for said County, M. Smith, the Grantor, who acknowledged that she did sign is her free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this _____ day of _____, 2000.

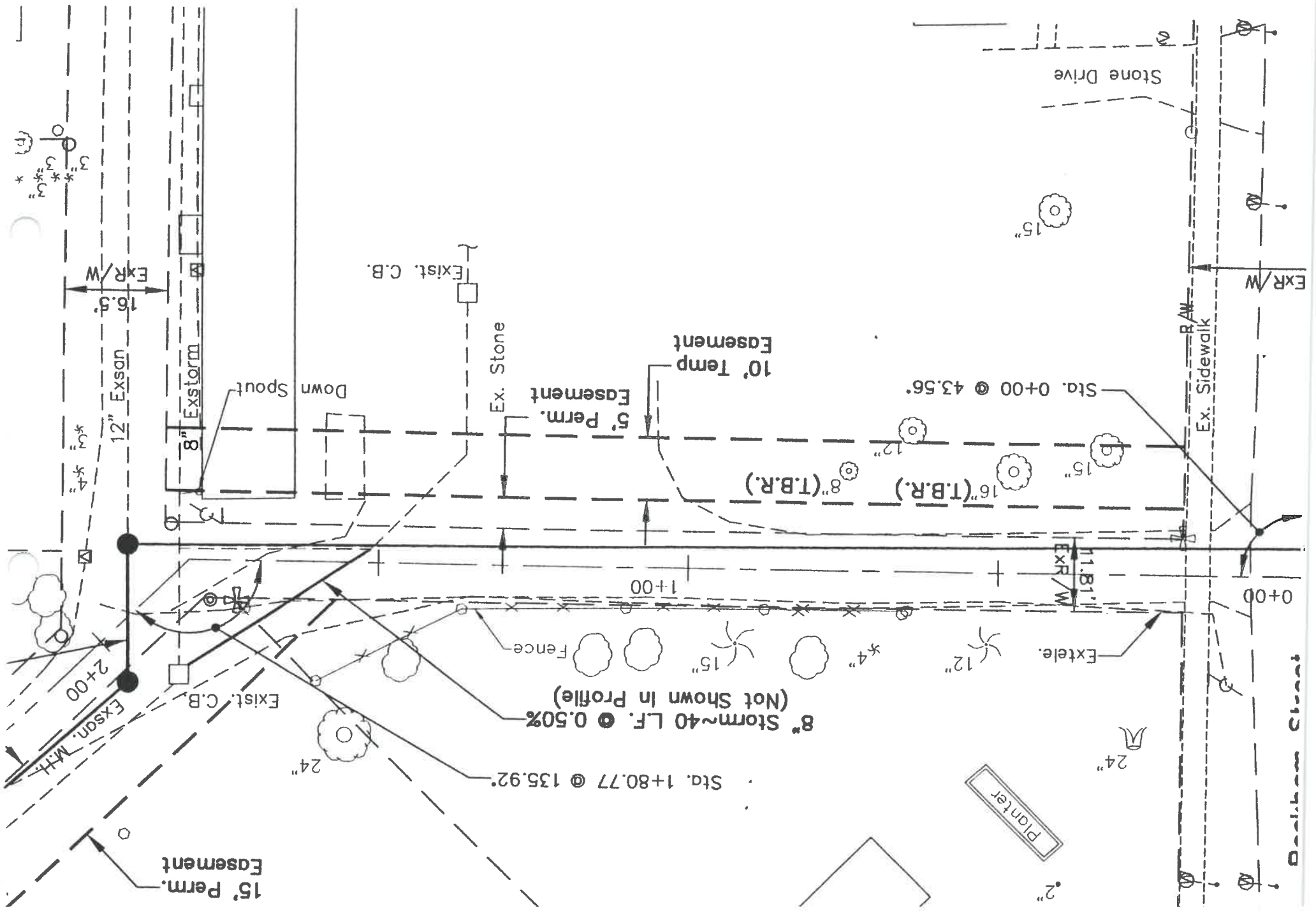
(seal)

Accepted by:

Esther M. Smith

*6-21-00
Adam tried several times
to get her to sign -
she never came in -
After project was
done - it really
wasn't needed anyway -
so he quit trying
to get her to sign!*

NOTARY PUBLIC



15' Perm. Easement

8" Storm ~ 40 L.F. @ 0.50%
(Not Shown in Profile)

Sta. 1+80.77 @ 135.92'

2"

Planter

24"

Extele.

12"

*4"

15"

Fence

1+00

11.81'
ExR/W

0+00

Sta. 0+00 @ 43.56'

10' Temp Easement

5' Perm. Easement

Ex. Stone

Exist. C.B.

Down Spout

8" Exstorm

12" Exson

16.9'
ExR/W

Ex. Sidewalk

ExR/W

Stone Drive

15"

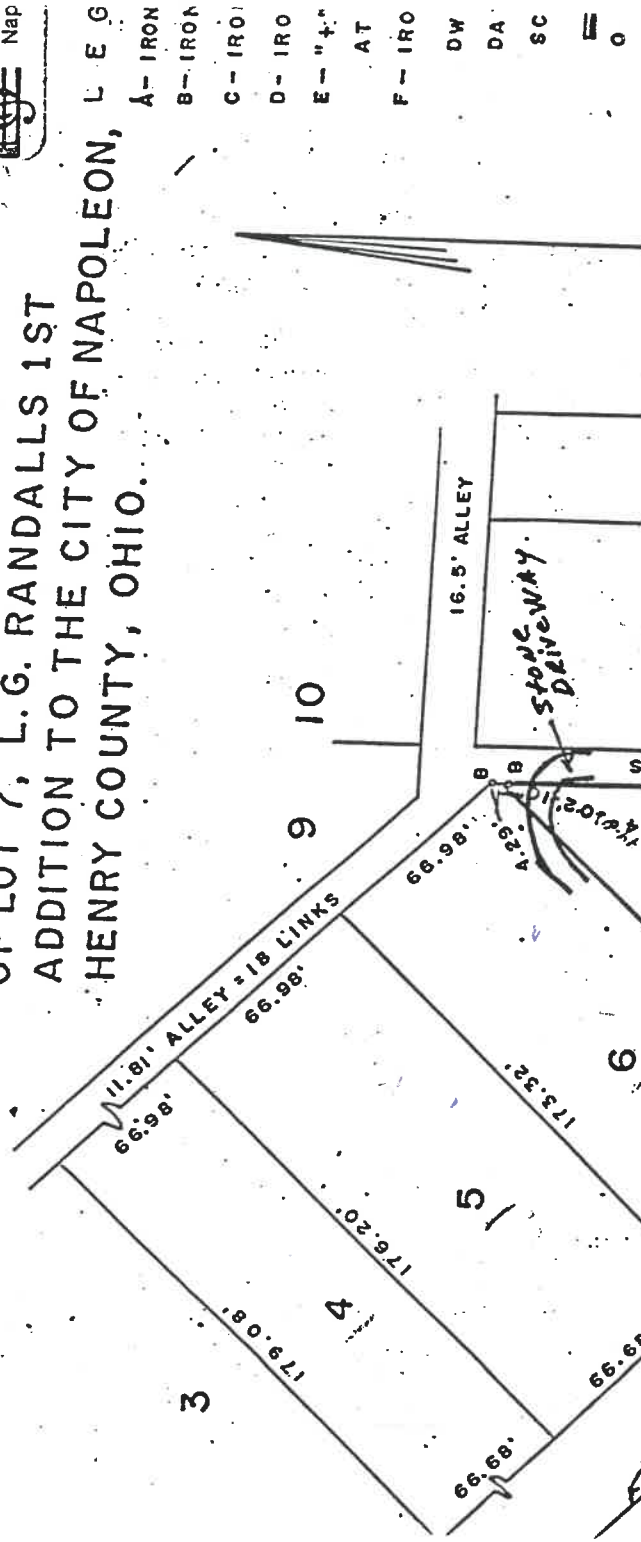
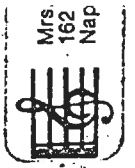
10' Perm. Easement

In process?

11-09-94

PLAT OF SURVEY

OF LOT 7, L.G. RANDALLS 1ST
ADDITION TO THE CITY OF NAPOLEON,
HENRY COUNTY, OHIO.



SURVEY FILED IN VOLUME 18, PAGE 182 OF THE RECORD OF SURVEYS IN

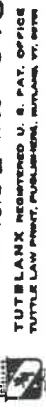
THE HENRY COUNTY ENGINEERS OFFICE,
COURTHOUSE, NAPOLEON, OHIO.

WAYNE ASCHEMEIER SURVEYING
P. O. Box 91
RIDGEVILLE CORNERS, OHIO 43555
(419) 267-5215

I HEREBY CER
CORRECT AND
KNOWLEDGE A

Wayne

WAYNE ASCHEM
REGISTERED L



Know all Men by these Presents

Marilyn Moore and William Moore, wife and husband, of the City of St. Petersburg, County of Pinellas and State of Florida, and Thomas Moore and Mary Moore, husband and wife, of the County of Henry and State of Ohio, and Sandra Teets and Richard Teets, wife and husband, of the City of Maumee, County of Lucas and State of Ohio, for valuable consideration paid, grant with general warranty covenants, to Esther M. Smith, whose tax mailing address is Corner of Beckham and Apian Streets, 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 Seven (7) in L.G. Randall's First Addition to the City of Napoleon, Henry County, Ohio.

Prior Instrument Reference: Vol. 224 Page 795 of the Deed Records of Henry County, Ohio.

Witness our hands this 29th day of November 1982.

SIGNED AND ACKNOWLEDGED BY
MARILYN MOORE AND WILLIAM MOORE
IN THE PRESENCE OF:

Angela J. Knight
Joseph H. Swalcomb

Marilyn Moore
Marilyn Moore
William Moore
William Moore

Thomas Moore
Thomas Moore

Mary Moore
Mary Moore

Sandra Teets
Sandra Teets

Richard Teets
Richard Teets

SIGNED AND ACKNOWLEDGED BY
THOMAS MOORE AND MARY MOORE
AND SANDRA TEETS AND RICHARD
TEETS IN THE PRESENCE OF:

Sandra E. Vayda
Sheila M. Clady

STATE OF FLORIDA, County of Pinellas SS.

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BE IT REMEMBERED, that on this 29th day of November, 1982 before me, the subscriber, a Notary Public in and for said County and State, personally came Marilyn Moore and William Moore, wife and husband, the Grantors in the foregoing Deed, and acknowledged that the signing thereof to be their voluntary act and deed.

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

MY COMMISSION EXPIRES:
NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES NOV. 28 1985
DIVIDED THRU GENERAL INS., UNDERWRITERS

Melan J. Teets
Notary Public - State of Florida



STATE OF OHIO, County of Henry SS.

BE IT REMEMBERED, that on this 3rd day of December, 1982, before me, the subscriber, a Notary Public in and for said County and State, personally came Thomas Moore and Mary Moore, husband and wife, and Sandra Teets and Richard Teets, wife and husband, the Grantors in the foregoing Deed, and acknowledged that the signing thereof to be their voluntary act and deed.

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

MY COMMISSION EXPIRES:
2-18-87

Sandra Teets
Notary Public - State of Ohio

THIS INSTRUMENT PREPARED BY

JARRISON & DONOVAN
ATTORNEYS AT LAW
608 NORTH PERRY STREET
NAPOLEON, OHIO 43545

(419) 592-6801

This Conveyance has been examined
and the Grantor has complied with
Section 310.02 of the Revised Code
FEE: \$1100
WILLIAM J. SHIPS, County Auditor

AUDITORS OFFICE 522
TRANSFERRED
DATE *December 19 1982*
William J. Ships
HENRY COUNTY AUDITOR

R RECORD
Dec 1982
P. M. #
10 1983
Record
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Fingerprint
Copy One