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## PERPETUAL UTILITY AND ROADWAY EASEMENT

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**Know All Men By These Presents:** That Robert M. Elliott and Betty A. Elliott, husband and wife, whose tax mailing address is 604 Arden Court 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, 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 with the right to lay, install, construct, reconstruct, erect, repair, supplement, maintain, operate, and/or remove, at any time or times hereafter, its pavement, curbing, sidewalks and water system, storm sewer system and sanitary sewer system, including but not limited to water mains, storm sewers, sanitary sewers, pipes, conduits, fixtures, surface monuments, and manholes associated therewith, and appurtenances thereto, as it deems necessary, both above and below ground, with the further right to permit the attachment of, and/or carry in underground or aboveground water and sewer facilities of it or any other company with services and extensions therefrom, in, on, over, and/or under our lands, with the right of ingress to and egress from, across and over said premises (real estate) situated in the City of Napoleon, County of Henry and State of Ohio, and described as:

Part of the Grantor's parcel recorded in Deed/Official Records **Volume 181, Page 312** and being all that part of Lot Number Eight (8) of the Auditor's Subdivision of H.C. Groschner's Subdivision of Outlot Number Four (4) of Phillip's and Stafford's Addition of Outlots, City of Napoleon, Napoleon Township, Henry County, Ohio, more particularly described as follows:

**BEGINNING** at a point being the intersection of the North right-of-way line of West Main Street and the East right-of-way line of Arden Court; thence South 89°56'30" East along said North right-of-way line of West Main Street a distance of fifteen and zero hundredths (15.00) feet to a point; thence North 44°56'30" West a distance of fourteen and fourteen hundredths (14.14) feet to a point; thence North 00°03'30" East and parallel to said West right-of-way of Arden Court a distance of fifty-eight and zero hundredths (58.00) feet to a point; thence North 89°56'30" West a distance of five and zero hundredths (5.00) to a point on said West right-of-way line of Arden Court; thence South 00°03'30" West along said West right-of-way line of Arden Court a distance of sixty-eight and zero hundredths (68.00) feet the **POINT OF BEGINNING** and containing 340.00 square feet (0.008 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 181, Page 312** of the records of Henry County, Ohio.

The consideration recited herein shall constitute full and final payment for said easement and all damages sustained and/or claimed by the Grantors, their heirs, executors, administrators, successors, and assigns, including but not limited to all damages to the remainder of the Grantors' real estate, that arise from or by reason of the laying, installing, construction, reconstruction, erection, repairing, supplementing, maintenance, operation, inspection, replacement and/or removal of said pavement, curbing, sidewalks, water system, storm sewer system, sanitary sewer system 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, the Grantee shall restore the Grantors' yards, lawns, crops, fences, tiling, driveways, sidewalks and other similar improvements to as good condition as when entered upon by the Grantee or its agents, employees or contractors or at the Grantee's option, to pay the reasonable, direct, and known damages caused thereto.

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 Grantors will make of the land.

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).

TO HAVE AND TO HOLD said Utility Easement, together with all rights and privileges belonging thereto unto the Grantee and its successors and assigns forever. This Utility 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 successors and assigns of the respective parties to it.

The Grantors hereby covenant that they are the true and lawful Owner of the above described real estate and have 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 Grantors will warrant and defend the title to the said easement against all lawful claims.

IN WITNESS WHEREOF: Robert M. Elliott and Betty A. Elliott, husband and wife, the Grantors, have executed this Perpetual Utility Easement this 5 day of February, 1999.

Signed and acknowledged in the presence of:

Alan Hoff
Roxanne Dietrich
Alan Hoff
Roxanne Dietrich

Robert M Elliott
Robert M. Elliott
Betty A. Elliott
Betty A. Elliott

STATE OF Ohio
COUNTY OF Henry

ss:

Before me a Notary Public in and for said County, personally appeared the above named Robert M. Elliott and Betty A. Elliott, the Grantors, who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 5 day of February 1999.



Darel Austermiller
Notary Public
DAREL AUSTERMILLER
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES: 6/2/2001

Accepted by:

*J. A. Bisher*  
\_\_\_\_\_  
Dr. Jon A. Bisher, City Manager

*12 MAR 99*  
\_\_\_\_\_  
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:\achletters\EASEMENT\Elliott\January 14, 1999

*CV*  
9900002282  
Filed for Record in  
HENRY COUNTY OHIO  
ARLENE A WALLACE  
On 04-07-1999 At 12:50:17 pm.  
EASEMENT 18.00  
OR Volume 48 Page 742 - 744

9900002282  
CITY OF NAPOLEON  
PICK UP