

# PERPETUAL UTILITY AND ROADWAY EASEMENT

**Know All Men By These Presents:** That Cathy Sue Ahrens, an unmarried woman, whose tax mailing address is 539 Avon Place, 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, 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:

The Northerly five (5) feet of the North part of the East half of Outlot Number Nine (9) of Phillip's and Stafford's Addition, City of Napoleon, Napoleon Township, Henry County, Ohio, and being more particularly described as follows:

**BEGINNING** at a point being the Northeast corner of said Outlot Number Nine (9) and the intersection of the South right-of-way line of West Main Street and the West right-of-way line of Avon Place; thence North 89°56'30" West along said South right-of-way line of West Main Street a distance of eighty-three and sixty hundredths (83.60) feet to a point; thence South 0°03'30" West and perpendicular to said South right-of-way line of West Main Street a distance of five and zero hundredths (5.00) feet to a point; thence South 89°56'30" East and parallel to said South right-of-way of West Main Street a distance of eighty and nine hundredths (80.09) feet to a point on said West right-of-way line of Avon Place; thence North 35°08'10" East along said West right-of-way line of Avon Place a distance of six and eleven hundredths (6.11) to the **POINT OF BEGINNING** and containing 409.23 square feet (0.009 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 35, Page 283** 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 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, 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 Grantor's 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 the Grantor 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 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.

IN WITNESS WHEREOF: Cathy Sue Ahrens, an unmarried woman, the Grantor, has executed this Perpetual Utility Easement this 2<sup>ND</sup> day of MARCH, 1997.

Signed and acknowledged in the presence of:

Ruth Austermilller  
Darel Austermilller

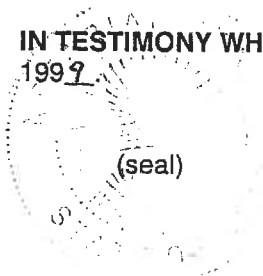
Cathy Sue Ahrens  
Cathy Sue Ahrens

STATE OF OHIO }  
COUNTY OF HENRY }

ss:

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

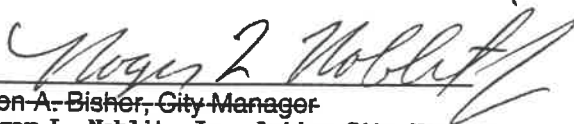
IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 2<sup>ND</sup> day of MARCH 1997.



Darel Austermilller  
Notary Public

DAREL AUSTERMILLER  
NOTARY PUBLIC, STATE OF OHIO  
MY COMMISSION EXPIRES: 6/12/2001

Accepted by:

  
~~Jon A. Bisher, City Manager~~  
Roger L. Noblit, Jr., Acting City Manager


4/6/99  
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\hmsDecember 23, 1998  
9900002272  
Filed for Record in  
HENRY COUNTY OHIO  
ARLENE A WALLACE  
On 04-07-1999 At 12:47:09 pm.  
EASEMENT 18.00  
OR Volume 48 Page 715 - 717

9900002272  
CITY OF NAPOLEON  
PICK UP

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## TEMPORARY EASEMENT FOR UTILITY PURPOSES

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**Know All Men By These Presents:** That Cathy Sue Ahrns, an unmarried woman, whose tax mailing address is 539 Avon Place, 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, a Temporary Easement with the right to enter and use the below described land to enable the erection, construction, and installation of pavement, curbing, sidewalks, water system, storm sewer system, and sanitary sewer system, and all appurtenances thereto, in, over, through, and across adjacent property(s). The following described real estate that is the subject of this temporary easement is situated in the City of Napoleon, County of Henry and State of Ohio, to wit:

Part of the Grantor's parcel recorded in Deed/Official Records **Volume 35, Page 283** and being part of the North part of the East half of Outlot Number Nine (9) of Phillip's and Stafford's Addition, City of Napoleon, Napoleon Township, Henry County, Ohio, and being more particularly described as follows:

Commencing at a point being the Northeast corner of said Outlot Number Nine (9) and the intersection of the South right-of-way line of West Main Street and the West right-of-way line of Avon Place; thence South 35°08'10" West along said West right-of-way line of Avon Place a distance of six and eleven hundredths (6.11) to the **POINT OF BEGINNING**; thence continuing South 35°08'10" West along said West right-of-way line of Avon Place a distance of six and eleven hundredths (6.11) to a point; thence North 89°56'30" West and parallel to said South right-of-way line of West Main Street a distance of seventy-six and fifty-eight hundredths (76.58) feet to a point; thence North 0°03'30" East and perpendicular to said South right-of-way line of West Main Street a distance of five and zero hundredths (5.00) feet to a point; thence South 89°56'30" East and parallel to said South right-of-way of West Main Street a distance of eighty and nine hundredths (80.09) feet to the **POINT OF BEGINNING** and containing 391.68 square feet (0.009 acres) of land, more or less.

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

The consideration recited herein shall constitute full and final payment for said easement and all damages sustained and/or claimed by the Grantor, his 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 erection, construction, installation, laying, use, operation, inspection, repair, maintenance, 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 Grantor's yards, lawns, crops, fences, tiling and sidewalks 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.

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 for a period of time which shall commence the date of the execution of this Temporary Easement and shall be in effect through the contract warranty period for the 1999 Street Reconstruction Project and then terminate. **Regardless, this easement shall terminate no later than January 1, 2002.**

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, except the following:

IN WITNESS WHEREOF: Cathy Sue Ahrens, the Grantor, has executed this Temporary Easement for Utility Purposes this 2<sup>ND</sup> day of MARCH, 1999.

Signed and acknowledged in the presence of:

Ruth Auster Miller  
Dorel Auster Miller

Cathy Sue Ahrens  
Cathy Sue Ahrens

STATE OF OHIO  
COUNTY OF HENRY

ss:

Before me a Notary Public in and for said County, personally appeared the above named Cathy Sue Ahrens, 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<sup>ND</sup> day of MARCH, 1999.

(seal)

Dorel Auster Miller  
Notary Public

DAREL AUSTERMILLER  
NOTARY PUBLIC, STATE OF OHIO  
MY COMMISSION EXPIRES: 6/12/2001

Accepted by:

Roger L. Noblit, Jr.  
Dr. Jon A. Bisher, City Manager  
Roger L. Noblit, Jr., Acting City Manager

4/4/99  
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

9900002271  
Filed for Record in HENRY COUNTY OHIO  
ARLENE A WALLACE  
On 04-07-1999 At 12:46:13 pm.  
EASEMENT 14.00  
OR Volume 48 Page 713 - 714

9900002271  
CITY OF NAPOLEON  
PICK UP

Easement Description Provided and Verified By: Adam C. Hoff, P.E. - City Engineer