



City of NAPOLEON, OHIO

255 WEST RIVERVIEW AVENUE, P.O. BOX 151
NAPOLÉON, OHIO 43545-0151
(419) 592-4010
FAX (419) 599-8393

Date: February 22, 1999

Name: Ms. Geraldine S. Strobel

Address: O-869 County Road 11C

City, State Zip: Napoleon, Ohio 43545

Mayor
Donald M. Stange

Members of Council
Michael J. DeWitt, President
Terri A. Williams
James Hershberger
Travis B. Sheaffer
Char Weber
David F. Miller, Jr.
Glenn A. Miller

City Manager
Dr. Jon A. Bisher

Finance Director
Gregory J. Heath

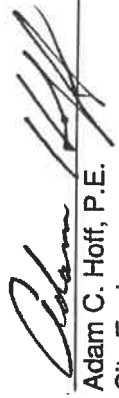
Law Director
David M. Grahm

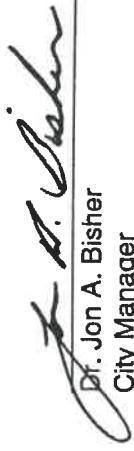
City Engineer
Adam C. Hoff, P.E.

The City of Napoleon, Ohio agrees, as valuable consideration for a temporary easement upon your property described as forty (40) feet of even width, west of and parallel to the existing twenty (20) foot permanent easement along the east side of Lot 27, Kimdale Village Subdivision, Harrison Twp., Henry County, Ohio to pay you \$1.00 as well as waive the previously proposed \$600.00 tap fee to connect to the Palmer Ditch Interceptor Sewer (see Permanent Easement filed in Deed/Official Records Vol. 240, Page 804) and restore the property to its original condition , of which the One Dollar (\$1.00) has been paid.

The balance of the above agreed valuable consideration shall be paid when all contracts for the construction on your property have been awarded.

Approved


Adam C. Hoff, P.E.
City Engineer


Dr. Jon A. Bisher
City Manager

Accepted


Geraldine S. Strobel, Grantor

TEMPORARY EASEMENT FOR UTILITY PURPOSES

Know All Men By These Presents: That Geraldine S. Strobel, a married woman of legal age, whose tax mailing address is O-869 County Road 11C, 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 a sanitary sewer system, and all appurtenances thereto in, over, through, and across the 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 225, Page 451** and being part of Lot Number Twenty-seven (27) in Kimdale Village, Harrison Township, Henry County, Ohio, and being more particularly described as follows:

Commencing at the Southeast corner of said Lot 27; thence North 46°01'00" West along the Southwesterly right-of-way of Appian Avenue (Co. Rd. 11C) and distance of thirty-two and ten hundredths (32.10) feet to a point; thence South 49°41'00" West and parallel to the Southerly line of said Lot 27 a distance of twenty and zero hundredths (20.00) feet to the **POINT OF BEGINNING**; thence continuing South 49°41'00" West a distance of one hundred, eighty and twenty-four hundredths (180.24) feet to a point on the Westerly line of said Lot 27; thence North 46°01'00" West along said Westerly line of Lot 27 a distance of forty and twenty hundredths (40.20) feet to a point; thence North 49°41'00" East and parallel to said Southerly line of Lot 27 a distance of one hundred, eighty and twenty-four hundredths (180.24) feet to a point; thence South 46°01'00" East and parallel to said Southwesterly right-of-way of Appian Avenue (Co. Rd. 11C) and distance of forty and twenty hundredths (40.20) feet to **POINT OF BEGINNING** and containing 7,237.60 square feet (0.166 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, 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 erection, construction, installation, laying, use, operation, inspection, repair, maintenance, replacement and/or removal of said 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 Rehabilitation~~ **Palmer Ditch Interceptor Sewer** Project and then terminate. **Regardless, this easement shall terminate no later than January 1, 2001.**

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

*Palmer Ditch
Interceptor
Sewer
Ach
H.D.*

liens and encumbrances whatsoever, except the following:

IN WITNESS WHEREOF: Geraldine S. Strobel, the Grantor, has executed this Temporary Easement for Utility Purposes this 22nd day of February, 1999.

Signed and acknowledged in the presence of:




Geraldine S. Strobel

STATE OF OHIO
COUNTY OF HENRY }

ss:

Before me a Notary Public in and for said County, personally appeared the above named Geraldine S. Strobel, 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 22nd day of February, 1999.

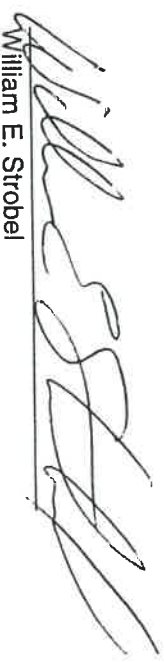
(seal)



Notary Public
DAREL AUSTERMILLER
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES 6/27/2001
I HEREBY RELEASE all rights of
power for this Temporary Utility Easement this 22nd day of February, 1999.

Signed and acknowledged in the presence of:




William E. Strobel



STATE OF Ohio
COUNTY OF Mercury

ss:

Before me a Notary Public in and for said County, personally appeared the above named William E. Strobel, the spouse of the Grantor, who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 4 day of March 1999

(seal)

Roxanne Dietrich

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

Accepted by:

Jon A. Bisher
Dr. Jon A. Bisher, City Manager

5 MAR 99
Date

**This Instrument Prepared
and Approved By:**

David M. Grahm 9900001932
City of Napoleon Law Director HENRY COUNTY OHIO
255 West Riverview Avenue ARLENE A WALLACE
Napoleon, Ohio 43545 On 03-25-1999 At 10:23:58 am.
(419) 592-3503 EASEMENT 18.00
OR Volume 47 Page 837 - 839

9900001932
**Easement Description Provided BY CITY OF NAPOLEON
and Verified By:** CALL 599-1235

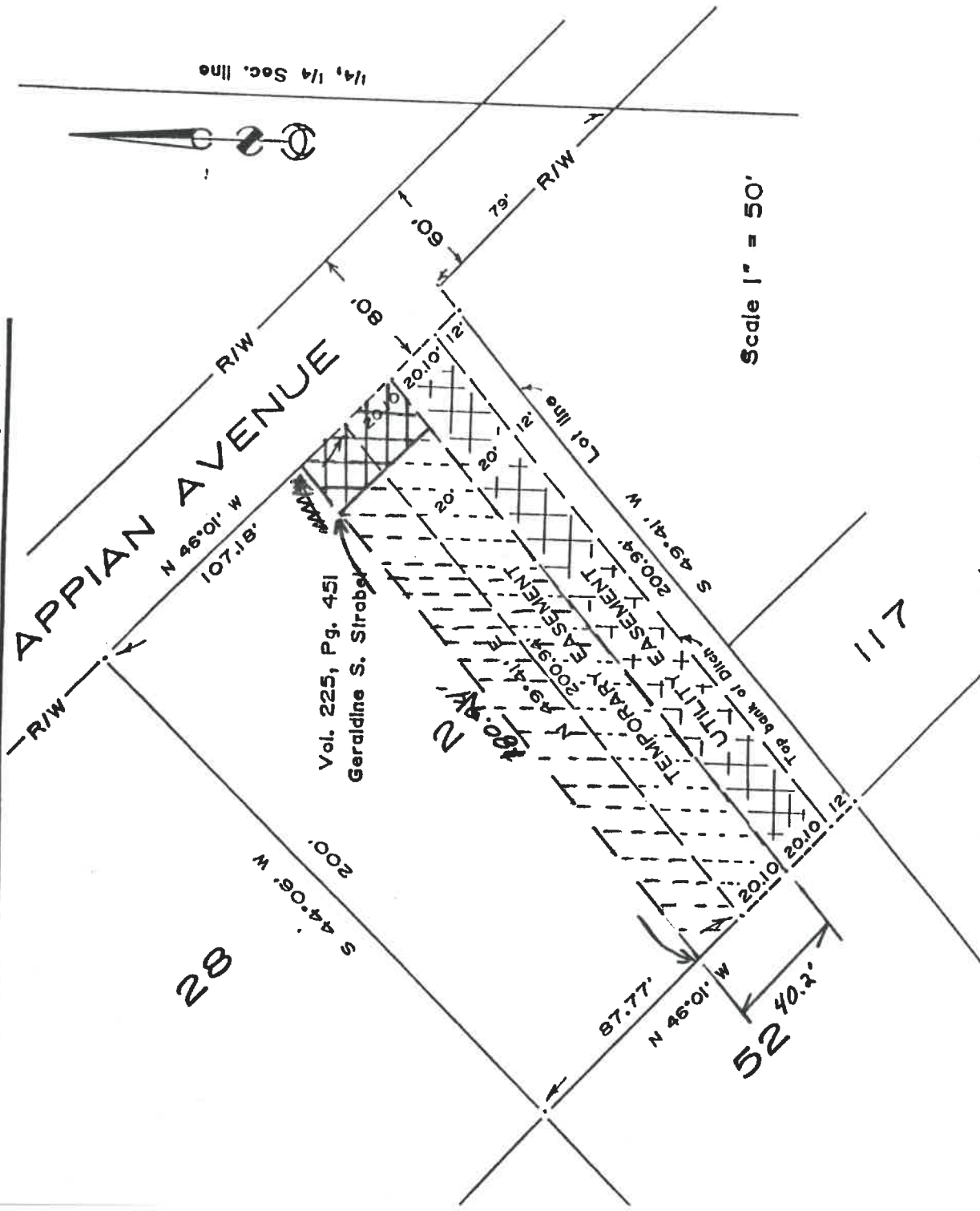
Adam C. Hoff, P.E. - City Engineer

Z:\achletters\EASEMENTS\strobel

Plat of survey for Utility Easement

Being a part of Lot 27, Kimdale Village Subdivision in the W¹/₂, NW¹/₄, Section 19, T-5-N, R-7-E, Harrison Township, Henry County, Ohio.

Surveyed for: City of Napoleon, Ohio



I hereby certify this survey and notes to be correct to the best of my knowledge.

Paul J. Westheven
Paul J. Westheven
Registered Surveyor No. 5602
November 20 1989
Survey No. 39908-H-11-25-89

WATER TAPPING PERMIT

issued by

The Napoleon Water Distribution Department
255 West Riverview Ave. Napoleon, Ohio 43345 Ph. 592-4010

Entry No. _____

Permit No. W-586-91 Issued 5-6-91 Received of William Strobel (\$ 0-00)

(Charge for tapping permit to supply water service to) Lot No. _____ Sub Div. _____

Street No. 0-869 Co. Rd 11 Tap Size 1 Cost \$ 0-00 Plumber _____

This tap was traded for an easement.

Date completed _____

Approved by _____

water distribution dept.

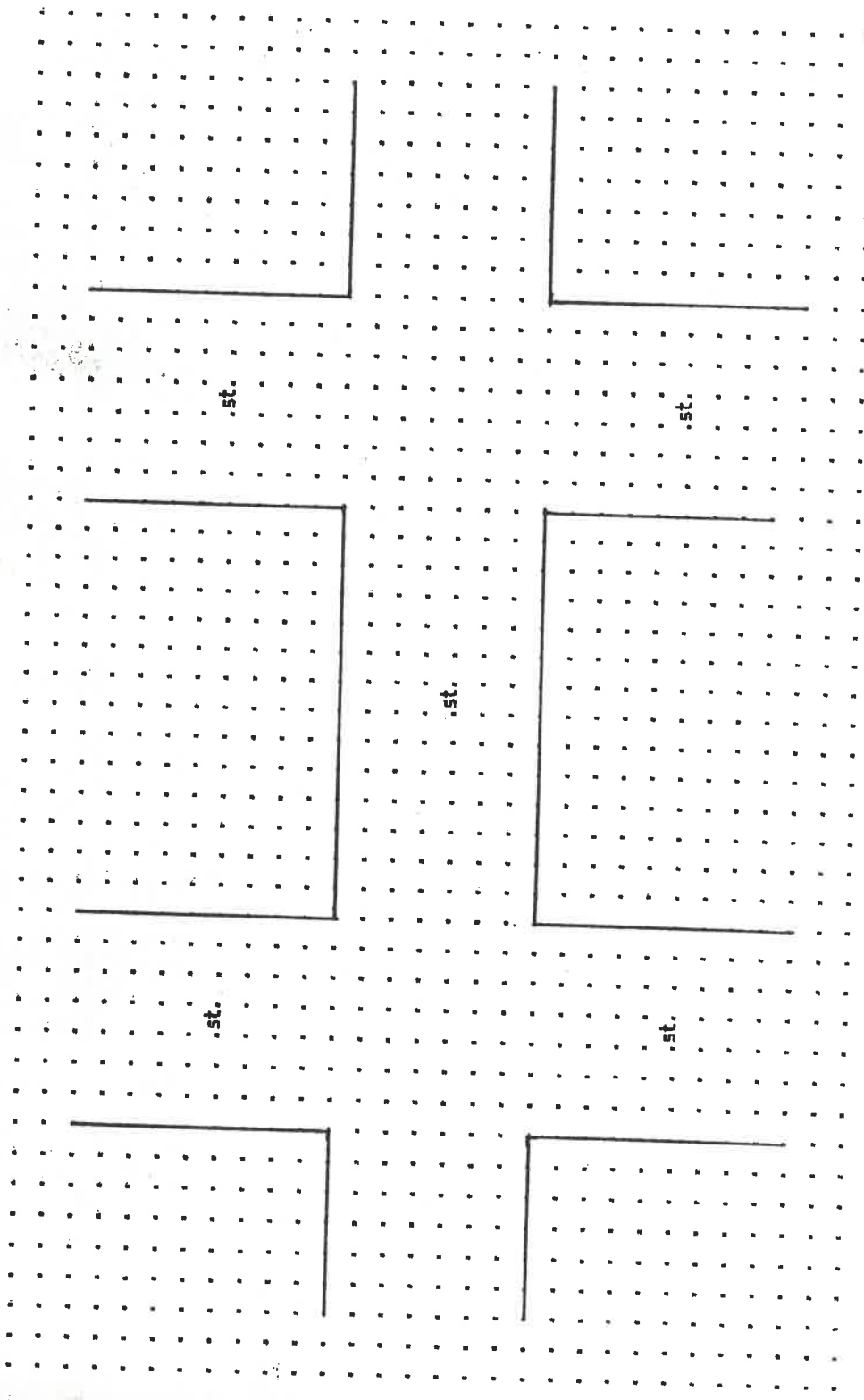
finance director

Name _____ Size of tap _____ Date _____ Street and No. _____

Old Tap No. _____ New Tap No. _____ Size and Kind of Main _____

Location of Main _____ Depth of Main _____

Distance from Hydrant/Valve _____ Distance to Curb Stop from Corp. _____



PERMANENT EASEMENT FOR UTILITY PURPOSES

Know All Men By These Presents: That Steven R. Lankenau, a married man, 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, 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 Permanent Easement with the right to erect, construct, and install and thereafter use, operate, inspect, repair, maintain, replace and remove sewers and appurtenances thereto in, over, through, and across the following described real estate situated in the County of Henry and State of Ohio, to wit:

A twenty (20) foot permanent easement of even width; being situated in a part of the West ½ of the Northwest ¼ of Section 19, Harrison Township, Henry County, Ohio; being a part of the Grantor's parcel of land, as recorded in Official Records Volume 5, Page 1147 on file in the Recorder's Office of Henry County, Ohio; and being more particularly described as follows:

Commencing at a wood post being the Southwest corner of the West ½ of the Northwest ¼ of Section 19, Harrison Township; thence North 0°02'00" West along the West line of said Northwest ¼ of Section 19, a distance of two hundred and fifty-five and fifty hundredths (255.50) feet to the POINT OF BEGINNING; thence North 0°02'00" West along the West line of said Northwest ¼ of Section 19, a distance of nine hundred, fourteen and eighty hundredths (914.80) feet to a point; thence North 88°13'12" East, a distance of eight hundred, eleven and forty-nine hundredths (811.49) feet to a point; thence South 46°45'00" East, a distance of one hundred, ten and ninety-one hundredths (110.91) feet to a point on the north line of a Permanent Waterline Easement as recored in Volume 240, Page 596; thence North 49°41'00" East along the North line of said Permanent Easement, a distance of one hundred, seventy-three and thirty-eight hundredths (173.38) feet to a point on the Southwest line of Lot 27 of the Kimdale Subdivision; thence South 46°00'00" East and along the Southwest line of said Lot 27, a distance of twenty and ten hundredths (20.10) feet to a point on the South line of said Permanent Easment; thence South 49°41'00" West along the south line of said Permanent Easement, a distance of one hundred, eighty-three and zero hundredths (183.00) feet to a point; thence South 43°15'00" West along the south of said Permanent Easement, a distance of ten and zero hundredths (10.00) feet to a point; thence North 46°45'00" West, a distance of one hundred, twenty-one and fifty-three hundredths (121.53) feet to a point on the north line of said Permanent Easement; thence South 88°13'12" West along the north line of said Permanent Easement, a distance of eight hundred, thirteen and eighty hundredths (813.80) feet to a point; thence South 0°02'00" East and parallel to the West line of said Northwest ¼ of Section 19, a distance of eight hundred, sixty-five and twenty-four hundredths (865.24) feet to a point; thence North 89°58'05" West and parallel to the South line of said Northwest ¼ of Section 19, a distance of twenty and one hundredths (20.01) feet to the POINT OF BEGINNING and containing 0.929 acres of land, more or less.

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 sewers 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 will 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 Grantor hereby covenants that he 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: Steven R. Lankenau, the Grantor, has executed this Permanent Easement for Utility Purpose this 19th day of May, 1998.

Signed and acknowledged in the presence of:

Christopher Malanga
Suzanne K. Mitchell

SR Lankenau
Steven R. Lankenau

STATE OF Ohio }
COUNTY OF Delaware }

ss:

Before me a Notary Public in and for said County, personally appeared the above named Steven R. Lankenau, the Grantor, who acknowledged that he did sign the foregoing instrument and that same is his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 19th day of May, 1998.

(seal)

Ann M. Small
Notary Public
Ann M. Small
Notary Public, State of Ohio
My Commission expires Sept. 20, 20

IN WITNESS WHEREOF: Diane M. Lankenau, the spouse of the Grantor, does hereby release all rights of dower for this Permanent Easement for Utility Purpose this 15th day of May, 1998.

Signed and acknowledged in the presence of:

[Signature]
D. J. DeNatale

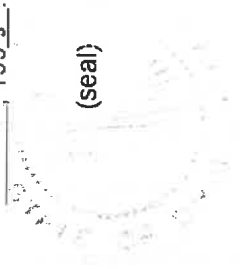
Diane M. Lankenau
Diane M. Lankenau

STATE OF Ohio }
COUNTY OF Defiance }

ss:

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 19th day of May, 1998.



Ann M. Small
Notary Public
Ann M. Small
Notary Public, State of Ohio
My Commission expires Sept. 20, 2000

This Instrument Prepared By:

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

xx ✓
9800
RECEIVED
& RECORDED
JUN 19 1998
8:50 AM
ARLENE WALLACE, RECORDER
HENRY COUNTY, OHIO
1800 City

Easement Description Provided By:

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



City of NAPOLEON, OHIO

255 RIVERVIEW AVENUE - (419) 592-4010
NAPOLEON, OHIO 43545-0151

Date: 12/13/87

Garland & AP Williams & SON, INC.

C-867 Co. Rd. 11-C

NAPOLEON, OHIO 43545

Mayor
Steven Lankenau

Members of Council
Lawrence Haase, President
Donald Stevens
James Hershberger
Terri A. Williams
John E. Church
Randy J. Bachman

City Manager
Terry Dunn

Finance Director
Rupert W. Schweinhagen

Law Director
Michael J. Wesche

Assistant Law Director
Jeffrey R. Lankenau

The City of Napoleon, Ohio agrees to pay you
a total of \$ 800.00, of which

\$ 2.00 has been paid, for a PERMIT
AND A TEMPORARY EASEMENT

on your property, described as LOT 27

RICHARD WILGAS SUBDIVISION, HANLSON

BOSSARD TOWN CO., OHIO

The balance will be paid when all contracts
for the construction of a water main and a
sanitary sewer on your property have been
awarded.

For the City of Napoleon, Ohio

Robert Carl Terwilliger
Real Estate Negotiator

Approved

Engineering Department

City Manager

00209001

For some reason I could not get this to send. So decided to mail it to you.

My e-mail is, kstrobedsl@embargmail.com

Thanks, Jerry Strobel Ph. 592-4429



City of Napoleon, Ohio

Department of Public Works

255 West Riverview Avenue, P.O. Box 151
Napoleon, OH 43545
Chad E. Lulfs, P.E., P.S., Director of Public Works
Telephone: (419) 592-4010 Fax: (419) 599-8393
www.napoleonohio.com

January 25, 2013

657 Appian Avenue
Napoleon, Ohio 43545

Attn: Geraldine Strobel

Re: Claim for Payment of Easements

Dear Ms. Strobel,

I recently received the documents you provided regarding your claim for payment for easements granted to the City. Upon review of these documents, as well as other documents on file, it was discovered that a water tap was provided to this property in exchange for an easement. A copy of this document is enclosed. Because of this discovery, no additional payment will be made. If you have any questions, please contact me at your convenience.

Yours truly,

Chad E. Lulfs, P.E., P.S.
City of Napoleon
Director of Public Works

cc: Dr. Jon A. Bisher, City Manager
Greg Heath, City Finance Director



City of NAPOLEON, OHIO

255 RIVERVIEW AVENUE - (419) 592-4010
NAPOLEON, OHIO 43545-0151

Date: 12/17/21

STANDARD CONTRACT NUMBER 2021-0006

CONTRACT NO. 116

WILLIAMSON, OHIO 43152

Mayor
Steven Lankenau

Members of Council
Lawrence Haase, President
Donald Stevens
James Hershberger
Terri A. Williams
John E. Church
Randy J. Bachman

City Manager
Terry Dunn

Finance Director
Rupert W. Schweinhagen

Law Director
Michael J. Wesche

Assistant Law Director
Jeffrey R. Lankenau

The City of Napoleon, Ohio agrees to pay you
a total of \$ 515,000, of which

\$ 2.00 has been paid, for a Contract

FOR A FACILITY RAISE IN WILLIAMSON, OHIO

on your property, described as LOT 27

WILLIAMSON, OHIO 43152, PARCEL 116

WILLIAMSON, OHIO 43152

The balance will be paid when all contracts
for the construction of a water main and a
sanitary sewer on your property have been
awarded.

For the City of Napoleon, Ohio

Rita Lankenau

Real Estate Negotiator

Approved

Engineering Department

City Manager

00209001

For some reason I could not get this to send. So decided to mail it to you.

My e-mail is, kstrobelds1@embarqmail.com

Thanks, Jerry Strobel Ph. 592-4429

PERMANENT EASEMENT FOR UTILITY PURPOSES

KNOW ALL MEN BY THESE PRESENTS, That we Geraldine S. Strobel and William E. Strobel, the Grantors, 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, the Grantee, the receipt and sufficiency of which are hereby acknowledged, do hereby **GRANT, BARGAIN, SELL, CONVEY**, and **RELEASE** to the Grantee, its successors and assigns forever, a Permanent Easement with the right to Erect Construct, Install, and Lay, and thereafter Use, Operate, Inspect, Repair, Maintain, Replace, and Remove a sanitary sewer, a water main and all appurtenances thereto, In, Over, Through, and Across, the following described real estate situated in the City of Napoleon, County of Henry, and State of Ohio, and described as follows, to wit:

Being a part of Lot No. 27, Kimdale Village, a subdivision in the West half (1/2) of the Northwest fractional quarter (1/4) of Section 19, Town 5 North, Range 7 East, Harrison Township, Henry County, Ohio, and which is more particularly described as follows:

Commencing at the Southeasterly corner of said Lot No. 27, Kimdale Village; thence North 46 degrees 01' West on the Southwesterly right-of-way line of Appian Avenue, twelve and zero hundredths (12.00) feet to a point and the place of beginning; ----thence South 49 degrees 41' West and parallel with the Southerly line of said Lot, two hundred and ninety-four hundredths (200.94) feet to a point; thence North 46 degrees 01' West on the Westerly line of said Lot, twenty and ten hundredths (20.10) feet to a point; thence North 49 degrees 41' East, two hundred and ninety-four hundredths (200.94) feet to a point on the Southwesterly right-of-way line of Appian Avenue; thence South 46 degrees 01' East on the Southwesterly right-of-way line of Appian Avenue, twenty and ten hundredths (20.10) feet to the point of beginning.

TO HAVE AND TO HOLD said Easement, together with all rights and privileges belonging thereto, unto the Grantee, its successors and assigns forever.

The consideration recited herein shall constitute full and final payment for 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 erection, construction, installation, laying, use, operation, inspection, repair, maintenance, replacement, and /or removal of said sanitary sewer, watermain 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, 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 forever.

The Grantors hereby covenants 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 if free and clear from all liens and encumbrances whatsoever, except the following:

* 10956/c
RECEIVED

& RECORDED

AUG 13 1998

4:18 PM

ARLENE WALLACE, RECORDER

HENRY COUNTY OHIO

200

file

IN WITNESS WHEREOF, Geraldine S. Strobel and William E. Strobel

have hereunto executed this Permanent Easement for Utility Purposes this 13th day of DECEMBER, 1989.

Signed and acknowledged in the presence of:

Darel Austermilller
Darel Austermilller

William E. Strobel
William E. Strobel

STATE OF OHIO, COUNTY OF HENRY, SS:

Before me, a Notary Public in and for said County, personally appeared the above named Geraldine S. Strobel and William E. Strobel, 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 13th day of DECEMBER, 1989

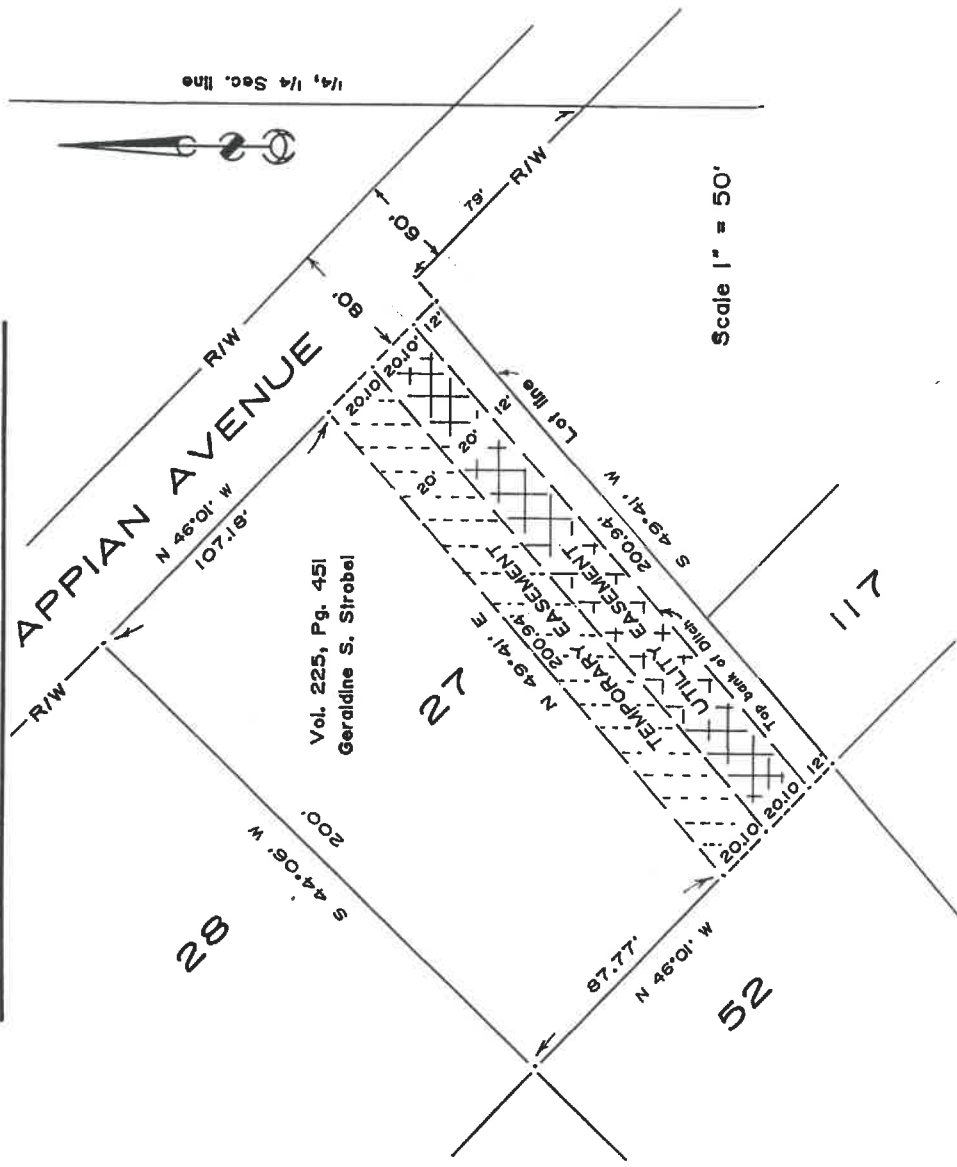
Darel Austermilller

DAREL AUSTERMILLER
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES: DEC. 20, 1993

Plat of survey for Utility Easement

Being a part of Lot 27, Kimdale Village Subdivision in the W¹/₂, NW¹/₄, Section 19, T-5-N, R-7-E, Harrison Township, Henry County, Ohio.

Surveyed for: City of Napoleon, Ohio



I hereby certify this survey and notes to be correct to the best of my knowledge.

Paul J. Westhoven

Paul J. Westhoven
Registered Surveyor No. 5602
November 20, 1989
Survey No. 3990a-H-H-11-25-89

WATER TAPPING PERMIT

Entry No. _____ issued by The Napoleon Water Distribution Department
255 West Riverview Ave. Napoleon, Ohio 43545 Ph. 592-4010

Permit No. W-586-91 Issued 5-6-91 Received of William Strobel (\$ -0-),00

(Charge for tapping permit to supply water service to) Lot No. _____ Sub Div. _____

Street No. 0-869 Co. Rd. 11-C Tap Size 1" Cost \$ -0- Plumber _____

This tap was traded for an easement.

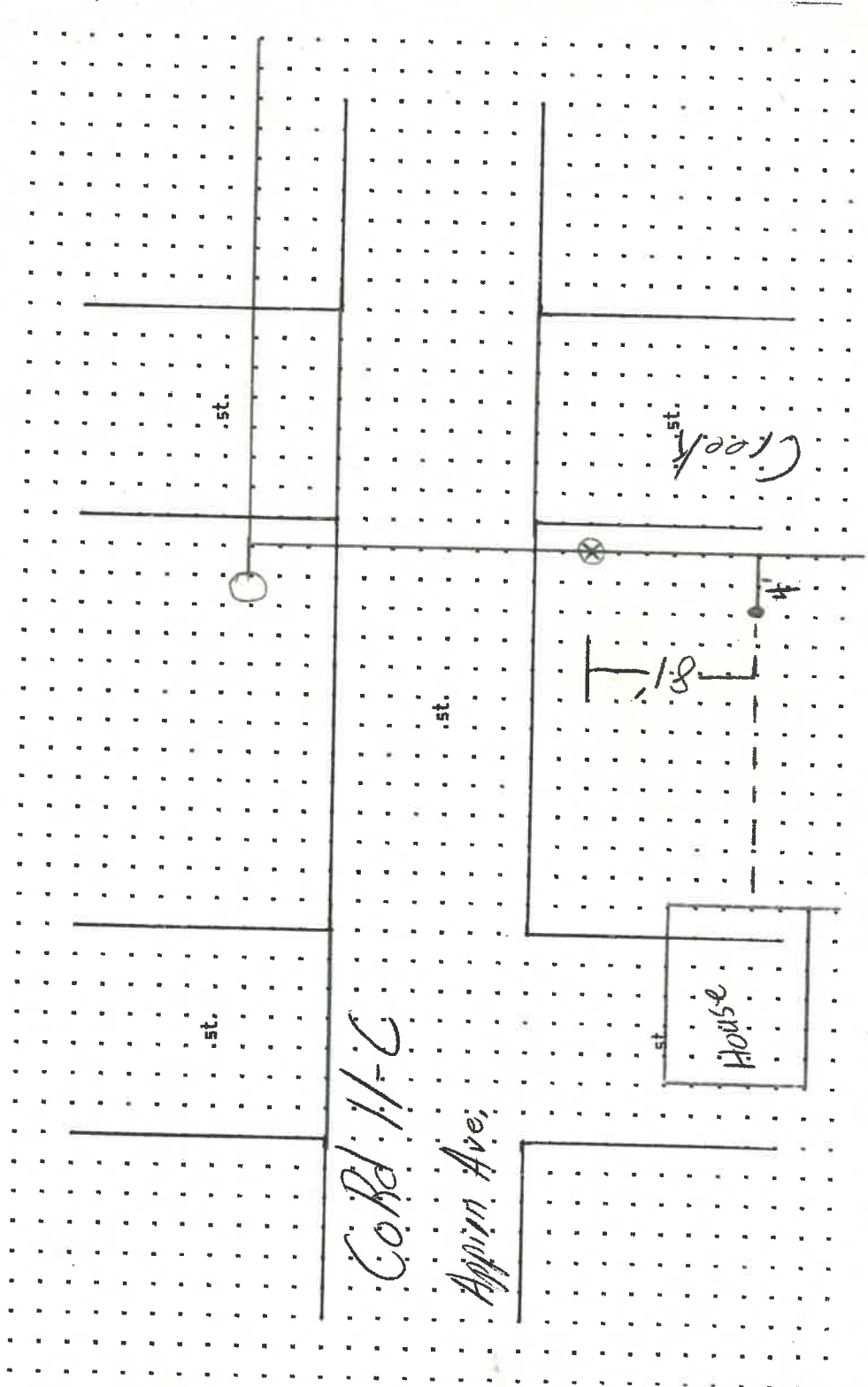
Date completed _____ Approved by _____ water distribution dept. _____ finance director _____

Name _____ Size of tap 1" Date 5-17-91 Street and No. 0-869 Co. Rd. 11-C

Old Tap No. _____ New Tap No. 9124 Size and Kind of Main 12" PVC C-700

Location of Main 23' north of north creek bank Depth of Main 5'

Distance from Hydrant/Valve 51' west of Valve Distance to Curb Stop from Corp. 4'





WATER TAPPING PERMIT

issued by

The Napoleon Water Distribution Department
255 West Riverview Ave. Napoleon, Ohio 43545 Pn. 592-4010

Entry No. _____

Permit No. W-586-91 Issued 5-6-91 Received of William Strobel \$ 0-00

(Charge for tapping permit to supply water service to) Lot No. _____ Sub Div. _____

Street No. 0-869 Co. Rd 11 Tap Size 1 Cost \$ 0-00 Plumber _____

This tap was traded for an easement.

Date completed _____ Approved by _____

water distribution dept. _____ finance director _____

Name _____ Size of tap _____ Date _____ Street and No. _____

Old Tap No. _____ New Tap No. _____ Size and Kind of Main _____

Location of Main _____ Depth of Main _____

Distance from Hydrant/Valve _____ Distance to Curb Stop from Corp. _____

COMPLETED

.st.	.st.	.st.
------	------	------

Case No. 240-pg 814

EASEMENT FOR UTILITY PURPOSES

KNOW ALL MEN BY THESE PRESENTS, That Geraldine S. Strobel and William E. Strobel, wife and husband, the Grantor(s), 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, the Grantee, the receipt and sufficiency of which is hereby acknowledged, do hereby GRANT, BARGAIN, SELL, CONVEY, and RELEASE to the said Grantee, its successors and assigns forever, a PERMANENT EASEMENT with the right to Erect, Construct, Install, and Lay and thereafter Use, Operate, Inspect, Repair, Maintain, Replace, and Remove a Sanitary Sewer, Water Main, and Appurtenances Thereto, In, Over, Through, and Across, the following described real estate situated in the City of Napoleon, County of Henry, and State of Ohio, to wit:

Being a part of Lot No. 27, Kimdale Village, a subdivision in the West half (1/2) of the Northwest fractional quarter (1/4) of Section 19, Town 5 North, Range 7 East, Harrison Township, Henry County, Ohio, and which is more particularly described as follows:

Commencing at the southeasterly corner of said Lot No. 27, Kimdale Village; thence North 46 degrees 01 minutes West on the southwesterly right-of-way line of Appian Avenue, 32.10 feet to a point and the place of beginning; thence South 49 degrees 41 minutes West and parallel with the Southerly line of said Lot 27, 20 feet to a point; thence North 46 degrees 01 minutes West parallel with the southwesterly right-of-way line of Appian Avenue, 40 feet to a point; thence North 49 degrees 41 minutes East and parallel with the southerly line of said Lot 27, 20 feet to the southwesterly right-of-way line of Appian Avenue; thence South 46 degrees 01 minutes east on the southwesterly right-of-way line of Appian Avenue to the point of beginning.

TO HAVE AND TO HOLD said Easement, together with all rights and privileges belonging thereto, unto the Grantee, its successors and assigns forever.

The consideration recited herein shall constitute full and final payment for 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 erection, construction, installation, laying, use, operation, inspection, repair, maintenance, replacement, and/or removal of said sanitary sewer, water lines 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 forever.

It is further agreed the City will provide a sewer tap for Lot 27 of Kimdale Village Subdivision for a fee not to exceed \$600.00 when it becomes available.

916 240 pg 805

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, except the following:

As recorded at Volume 225 and Page 451 at the Henry County Courthouse.

IN WITNESS WHEREOF, Geraldine S. Strobel and William E. Strobel, wife and husband, have hereunto executed this Permanent Easement for Utility Purposes this 31st day of MAY, 1991.

Signed and acknowledged
in the presence of:

Darel Auster Miller
Darel Auster Miller

Geraldine S. Strobel
William E. Strobel

STATE OF OHIO)
COUNTY OF HENRY) SS:

Before me, a Notary Public in and for said County, personally appeared the above named, Geraldine S. Strobel and William E. Strobel, wife and husband, 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 31st day of MAY, 1991.

Darel Auster Miller

This Instrument Prepared By:
Law Department
City of Napoleon, Ohio

DAREL AUSTER MILLER
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES DEC. 30, 1993



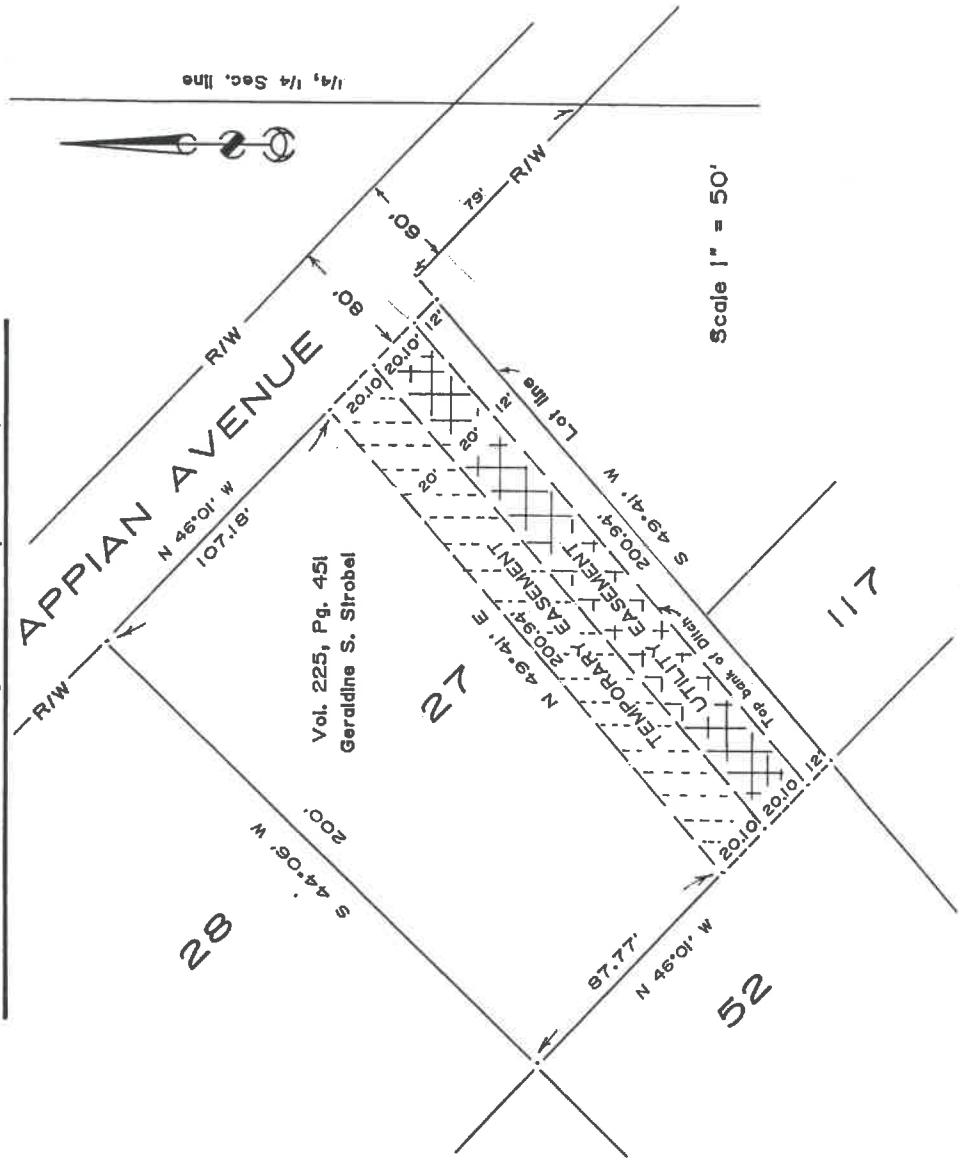
6603

RECEIVED
& RECORDED
JUL 17 1991
8:57 PM
RENE WALLACE, RECORDS
HENRY COUNTY OHIO
10.00 LWM

Plat of survey for Utility Easement

Being a part of Lot 27, Kimdale Village Subdivision in the W1/2, Nw1/4, Section 19, T-5-N, R-7-E, Harrison Township, Henry County, Ohio.

Surveyed for: City of Napoleon, Ohio



I hereby certify this survey and notes to be correct to the best of my knowledge.

Paul J. Westhoven

Paul J. Westhoven
Registered Surveyor No. 5602
November 20, 1989
Survey No. 3990a-H-H-11-25-89

Case File 24099-814

EASEMENT FOR UTILITY PURPOSES

KNOW ALL MEN BY THESE PRESENTS, That Geraldine S. Strobel and William E. Strobel, wife and husband, the Grantor(s), 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, the Grantee, the receipt and sufficiency of which is hereby acknowledged, do hereby GRANT, BARGAIN, SELL, CONVEY, and RELEASE to the said Grantee, its successors and assigns forever, a PERMANENT EASEMENT with the right to Erect, Construct, Install, and Lay and thereafter Use, Operate, Inspect, Repair, Maintain, Replace, and Remove a Sanitary Sewer, Water Main, and Appurtenances Thereto, In, Over, Through, and Across, the following described real estate situated in the City of Napoleon, County of Henry, and State of Ohio, to wit:

Being a part of Lot No. 27, Kimdale Village, a subdivision in the West half (1/2) of the Northwest fractional quarter (1/4) of Section 19, Town 5 North, Range 7 East, Harrison Township, Henry County, Ohio, and which is more particularly described as follows:

Commencing at the southeasterly corner of said Lot No. 27, Kimdale Village; thence North 46 degrees 01 minutes West on the southwesterly right-of-way line of Appian Avenue, 32.10 feet to a point and the place of beginning; thence South 49 degrees 41 minutes West and parallel with the Southerly line of said Lot 27, 20 feet to a point; thence North 46 degrees 01 minutes West parallel with the southwesterly right-of-way line of Appian Avenue, 40 feet to a point; thence North 49 degrees 41 minutes East and parallel with the southerly line of said Lot 27, 20 feet to the southwesterly right-of-way line of Appian Avenue; thence south 46 degrees 01 minutes east on the southwesterly right-of-way line of Appian Avenue to the point of beginning.

TO HAVE AND TO HOLD said Easement, together with all rights and privileges belonging thereto, unto the Grantee, its successors and assigns forever.

The consideration recited herein shall constitute full and final payment for 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 erection, construction, installation, laying, use, operation, inspection, repair, maintenance, replacement, and/or removal of said sanitary sewer, water lines 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 forever.

It is further agreed the City will provide a sewer tap for Lot 27 of Kimdale Village Subdivision for a fee not to exceed \$600.00 when it becomes available.

Vol 240 pg 805

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, except the following:

As recorded at Volume 225 and Page 451 at the Henry County Courthouse.

IN WITNESS WHEREOF, Geraldine S. Strobel and William E. Strobel, wife and husband, have hereunto executed this Permanent Easement for Utility Purposes this 31st day of MAY, 1991.

Signed and acknowledged
in the presence of:

Darel Auster Miller
Darel Auster Miller

Geraldine S. Strobel
Geraldine S. Strobel
William E. Strobel
William E. Strobel

STATE OF OHIO)
COUNTY OF HENRY)

SS:

Before me, a Notary Public in and for said County, personally appeared the above named, Geraldine S. Strobel and William E. Strobel, wife and husband, 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 31st day of MAY, 1991.

Darel Auster Miller

DAREL AUSTER MILLER
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES DEC. 30, 1993

This Instrument Prepared By:
Law Department
City of Napoleon, Ohio



XX
6603

RECEIVED
2. REC'D

JUL 17 1991

8:57 PM
RENE WALLACE, RECORDS
HENRY COUNTY OHIO

10.00
LWM

WATER TAPPING PERMIT

issued by

The Napoleon Water Distribution Department
255 West Riverview Ave. Napoleon, Ohio 43545 Ph. 592-4010

Entry No. _____

Permit No. W-586-91 Issued 5-6-91 Received of William Strabel (\$ 0-0-)

(Charge for tapping permit to supply water service to) Lot No. _____ Sub Div. _____

Street No. 0-869 C. Rd. 11-C Tap Size 1" Cost \$ 0- 00 Plumber _____

This tap was traded for an easement.

Date completed _____ Approved by _____ water distribution dept. _____ finance director _____

Name _____ Size of tap 1" Date 5-17-91 Street and No. A-269 C. Rd 11-C

Old Tap No. _____ New Tap No. 9124 Size and Kind of Main 12" PVC C-700

Location of Main 23' north of north creek bank Depth of Main 5'

Distance from Hydrant/Valve 21' west of Valve Distance to Curb Stop from Corp. 4'

