

## EASEMENT

**Know All Men By These Presents:** That, Marlin J. Miller, a married man of legal age, whose tax mailing address is Q-973 County Road 16, 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 street, sidewalk and utility Easement to lay, install, construct, reconstruct, erect, use, repair, supplement, maintain, operate, and/or remove, at any time or times hereafter its streets, curbing and sidewalks and any of 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 the Southeast 1/4, Section Thirteen 13, Napoleon Township, City of Napoleon, Henry County, Ohio, and being more particularly described as follows:

Commencing at a P.K. nail at the intersection of the centerline of East Maumee Avenue (St. Rt. 110) and Appian Avenue (formerly U.S. Rt. 6); thence South 43°50'0" East along the centerline of said Appian Avenue, a distance of thirty and eleven hundredths (30.11) feet to a point; thence North 50°58'0" West along a line being the westerly extension of the southerly line of said East Maumee Avenue right-of-way, a distance of thirty and eleven hundredths (30.11) feet to a point being the intersection of said southerly right-of-way of East Maumee Avenue and the easterly right-of-way of said Appian Avenue and the **POINT OF BEGINNING**; thence continuing North 50°58'0" East along said southerly right-of-way of East Maumee Avenue, a distance of fifteen and zero hundredths (15.00) feet; thence South 5°15'50" East, a distance of twenty-three and ninety-eight hundredths (23.98) feet to a point on said easterly right-of-way of Appian Avenue; thence North 43°50'0" West along said easterly right-of-way of Appian Avenue, a distance of twenty and zero hundredths (20.00) feet to the **POINT OF BEGINNING** and containing 149.00 square feet (0.003 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 251, Page 1118 and the affidavit recorded in Official Record Volume 253, Page 139 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.

200000009064  
CITY OF NAPOLEON  
SHERYL 592-3503

Page 1 of 4

C 200000009064 ✓  
Filed for Record in  
HENRY COUNTY OHIO  
ARLENE A WALLACE  
On 04-10-2000 At 02:05 pm.  
EASEMENT 22.00  
DR Volume 68 Page 534 - 537



The consideration recited herein shall constitute full and final payment for said easement and 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 laying, installation, construction, reconstruction, erection, use, operation, maintenance, supplementation, removal or inspection of said street, curbing, sidewalks and 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 "Appian Avenue Storm Sewer Improvements Project", due to performing maintenance, inspection, reconstruction, supplementation, replacement, repair, and/or removal of said streets, curbing, sidewalks and 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 streets, sidewalks, curbing and Utility(s) without claim of damage to the trees or brush by the Grantors.

**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 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 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:** Marlin J. Miller, a married man of legal age, the Grantor, has executed this Perpetual Easement this 7<sup>th</sup> day of April, 2000.

Signed and acknowledged in the presence of:

[Signature]

Roxanne Dietrich

[Signature]  
Marlin J. Miller

STATE OF Ohio }  
COUNTY OF Henry }

ss:

Before me a Notary Public in and for said County, personally appeared the above named Marlin J. Miller, 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 7 day of April 2000.



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

IN WITNESS WHEREOF: Esther Miller, the spouse of the Grantor, Marlin J. Miller, does hereby release all rights of dower for this Permanent Easement for Utility Purpose this 7<sup>th</sup> day of April, 2000.

Signed and acknowledged in the presence of:

Esther Miller  
Esther Miller

John Miller

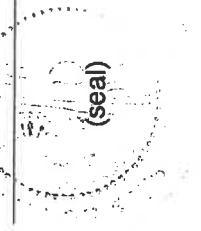
Roxanne Dietrich

STATE OF Ohio }  
COUNTY OF Henry }

ss:

Before me a Notary Public in and for said County, personally appeared the above named Esther Miller, the spouse of the Grantor, Marlin J. Miller, 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 7 day of April, 2000.



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

Accepted by:

Jon A. Bisher  
Jon A. Bisher, City Manager

7 APR 00  
Date



*This Instrument Prepared  
and  
Approved By:*

*David M. Graham  
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*

F:\Engineers\share\M\Miller\Easement\April 6, 2000





# *Easement Receipt*

*Easement Description:*

*Marlin J. Miller*

*Are there any attachments to this Easement?    yes    no*

*If attachments, are they attached at time of receipt?   yes    no*

*Are any documents referred to in the Easement as "currently on file"?   yes    no*

*If referred to in the Easement as "currently on file", are the documents currently on file?   yes    no*

*Date Received:* \_\_\_\_\_

*Records Clerk/Recorder* \_\_\_\_\_

*(Once you have filled out the above information, please return it to the Law Director's office.)*

04/18/2000 2:30:17 PM



From: "Adam Hoff" <hoff>  
To: SHERYL  
Date sent: Tue, 1 Feb 2000 11:07:10 -0500  
Subject: Re: Marlin J. Miller

I spoke with Mr. Miller last month. He and his wife will be back from California in March and will be in to sign the easement at that time. Thank you.

From: SHERYL  
To: Hoff  
Subject: Marlin J. Miller

> Would you please update me on the status of the above  
> Easement, as of this date I have not received a signed original to  
> have recorded. Thanks. :-)  
>



From: Self <SHERYL>  
To: Hoff  
**Subject:** Marlin J. Miller  
Date sent: Tue, 1 Feb 2000 10:47:02 -0800

Would you please update me on the status of the above Easement, as of this date I have not received a signed original to have recorded. Thanks. :-)

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December 6, 1999

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

Re: Marlin J. Miller and Mary Kay Walker  
Utility & Roadway Easements

Dear Adam:

I have completed ownership chain of title for the Marlin J. Miller and Mary Kay Walker real property.

For the Mary Kay Walker property the deed reference of Volume 214, Page 231 is for part of Lot 15 of JG Lowes 1st Add. which is correctly identified on your easement.

For the Marlin J. Miller property the deed reference should be Volume 251, Page 1118 wherein Marlin J. Miller and Freida M. Miller transferred the real property in the Southeast 1/4 of Section 13, Napoleon Township to themselves along with the Affidavit of Marlin J. Miller recorded in Volume 253, Page 139 wherein he states that Freida M. Miller is deceased and that real property is transferred to him alone.

I have enclosed copies of each chain of title for these perpetual utility and roadway easements and a bill for my services.

If you have any questions please call me.

Jenny Parker  
1005 Westchester  
Napoleon, OH 43545  
599-3674





Date November 30, 1999

Name Marlin J. Miller

RE Location Southwest 1/4 Section 13, Napoleon Township

Vol. 133 Page 309 Arthur E. Saneholty & Helen F. Saneholty H+W Grantor A

Instrument TO Caroline M. Bittikofer Grantee

WD Description tract of land Section 13 T5N R6E

Signed 4-1-1940 Filed 4-10-40 at 11:53 A. M. Recorded 4-11-1940

Vol. 167 Page 337 Caroline M. Bittikofer, widow & unmarried Grantor

Instrument TO The State of Ohio Grantee

Easement Description perpetual easement for public highway purpose 0.006 AC

Signed 5-1-1957 Filed 7-12-57 at 10:51 A. M. Recorded 7-12-57

Vol. 164 Page 249 Estate of Caroline M. Bittikofer deceased Grantor

Instrument TO Helen Irene Saneholty - und 1/2 interest  
Bertha May Mullen - und 1/2 interest Grantee A

Cent. News Description tract of land Section 13 T5N R6E

Signed 12-16-1957 Filed 12-16-57 at 3:19 P. M. Recorded 12-18-57

Vol. 169 Page 146 Helen Irene Saneholty & Arthur E. Saneholty w+H Grantor A

Instrument TO Bertha May Mullen Grantee

WD Description und 1/2 interest tract of land Sec 13 T5N, R6 E

Signed 12-16-1957 Filed 12-19-57 at 2:24 P. M. Recorded 12-20-57

Vol. 181 Page 129 Bertha May Mullen & Reynold Mullen w+H Grantor A

Instrument TO Chelmer J. Bauman & Marjorie Ann Bauman Grantee A

WD Description tract Section 13 T5N R6E

Signed 7-19-1964 Filed 8-7-64 at 12:19 P. M. Recorded 8-8-64



Page #2 Name Marlin J. Miller  
Vol. 189 Page 882 Chalmers J. Bauman & Marjorie Ann Bauman H&W Grantor A  
Instrument TO Eugene R. Westhoven, Janet R. Westhoven, Grantee A  
Paul G. Westhoven & Jeanne Westhoven

WD Description Parcel SE 1/4 Section 13 T5N, R6E, N4000  
Swp 0.26 ac

Signed 12-29-1967 Filed 12-29-67 at 2:25 P.M. Recorded 1-5-68  
Vol. 243 Page 311 Eugene R. Westhoven & Janet R. Westhoven H&W Grantor A  
Paul G. Westhoven & Jeanne Westhoven H&W

Instrument TO Marlin J. Miller & Freida M. Miller H&W J+S Grantee A  
WD Description 0.26 ac SE 1/4 Sec 13 T5N, R6E, N4000 Swp.

Signed 6-11-1990 Filed 6-19-90 at 2:56 P.M. Recorded 6-19-90

Vol. 251 Page 1118 Marlin J. Miller & Freida M. Miller AKA Freida Miller, H&W Grantor A  
Instrument TO Marlin J. Miller & Freida M. Miller H&W J+S Grantee A

WD Description .26 ac SE 1/4 Sec 13 T5N, R6E, N4000 Swp

Signed 8-27-1993 Filed 9-1-93 at 12:42 P.M. Recorded 9-1-93  
Vol. 253 Page 139 Affidavit of Marlin J. Miller Grantor

Instrument TO States Freida M. Miller died 11-16-93 Grantee   
Off. Description and Marlin J. Miller is a survivor

Signed 1-21-1994 Filed 1-25-94 at 3:04 P.M. Recorded 1-25-94

Vol.  Page  Grantor   
Instrument TO  Grantee   
Description

Signed  Filed  M. Recorded



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# PERPETUAL UTILITY AND ROADWAY EASEMENT

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**Know All Men By These Presents:** That Martin J. Miller, an unmarried man of legal age, whose tax mailing address is Q-973 County Road 16, 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:

Being part of the Southeast 1/4, Section Thirteen 13, Napoleon Township,, City of Napoleon, Henry County, Ohio, and being more particularly described as follows:

Commencing at a P.K. nail at the intersection of the centerline of East Maumee Avenue (St. Rt. 110) and Appian Avenue (formerly U.S. Rt. 6); thence South 43°50'0" East along the centerline of said Appian Avenue, a distance of thirty and eleven hundredths (30.11) feet to a point; thence North 50°58'0" West along a line being the westerly extension of the southerly line of said East Maumee Avenue right-of-way, a distance of thirty and eleven hundredths (30.11) feet to a point being the intersection of said southerly right-of-way of East Maumee Avenue and the easterly right-of-way of said Appian Avenue and the **POINT OF BEGINNING**; thence continuing North 50°58'0" East along said southerly right-of-way of East Maumee Avenue, a distance of fifteen and zero hundredths (15.00) feet; thence South 5°15'50" East, a distance of twenty-three and ninety-eight hundredths (23.98) feet to a point on said easterly right-of-way of Appian Avenue; thence North 43°50'0" West along said easterly right-of-way of Appian Avenue, a distance of twenty and zero hundredths (20.00) feet to the **POINT OF BEGINNING** and containing 149.00 square feet (0.003 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 253, Page 139 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, 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 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 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 and that the Grantor will warrant and defend the title to the said easement against all lawful claims.

**IN WITNESS WHEREOF:** Marlin J. Miller, an unmarried man of legal age, the Grantor, has executed this Perpetual Utility Easement this \_\_\_\_ day of \_\_\_\_\_, 2000.

Signed and acknowledged in the presence of:

\_\_\_\_\_  
Marlin J. Miller

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ }

ss:

Before me a Notary Public in and for said County, personally appeared the above named Marlin J. Miller, 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 \_\_\_\_ day of \_\_\_\_\_, 2000.

(seal)

\_\_\_\_\_  
Notary Public





*Accepted by:*

*Jon A. Bisher, City Manager*

*Date*

*This Instrument Prepared  
and  
Approved By:*

*David M. Grahm  
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\wordpro\DOC\SM\Miller\Easement\November18, 1999



## SOUTHEASTERLY EASEMENT

An easement for right-of-way purposes being part of the Southeast one-quarter (1/4) of Section thirteen (13), Township five (5) North, Range six (6) East, City of Napoleon, Henry County, Ohio, and being more particularly described as follows:

Commencing at a P.K. nail found at the intersection of the center line of State Route #110 with the center line of United States Route #6, (Appian Avenue);

Thence Southeasterly along the center line of United States Route #6 (Appian Avenue), having an assumed bearing of South forty-three (43) degrees, fifty (50) minutes, and zero (00) seconds East, a distance of thirty and eleven hundredths (30.11) feet to a point;

Thence Northeasterly along a line being the Westerly extension of the Southerly right-of-way of State Route #110, having a bearing of North fifty (50) degrees, fifty-eight (58) minutes, and zero (00) seconds East, a distance of thirty and eleven hundredths (30.11) feet to a point being the intersection of the Southerly right-of-way of State Route #110 with the Easterly right-of-way of United States Route #6 (Appian Avenue), said point also being the **TRUE POINT OF BEGINNING**;

Thence continuing Northeasterly along the Southerly right-of-way of State Route #110, having a bearing of North fifty (50) degrees, fifty-eight (58) minutes, and zero (00) seconds East, a distance of fifteen and zero hundredths (15.00) feet to a point;

Thence Southerly along a line having a bearing of South five (5) degrees, fifteen (15) minutes, and fifty (50) seconds East, a distance of twenty-three and ninety-eight hundredths (23.98) feet to a point located on the Easterly right-of-way of United States Route #6 (Appian Avenue);

Thence Northwesterly along the Easterly right-of-way of United States Route #6 (Appian Avenue), having a bearing of North forty-three (43) degrees, fifty (50) minutes, and zero (00) seconds West, a distance of twenty and zero hundredths (20.00) feet to the **TRUE POINT OF BEGINNING**.

Containing 149 square feet which is equal to zero and three thousandths (0.003) acres of land, more or less.







## AFFIDAVIT

18 JAN 25 1994  
3 14 1 11 11

Marlin J. Miller, being first duly affirmed, says: ARLENE WALLACE, RECORDER,  
HENRY COUNTY, OHIO

1. In Volume 251, Page 1118, of the Record of Deeds in Henry County, Ohio, is recorded an instrument wherein the following described real estate:

Parcel 1. Situated in the Township of Napoleon, County of Henry and State of Ohio, and described as follows:

The North 490.65 feet of the East 260.89 feet of the Northeast quarter of Section 9, Town 5 North, Range 6 East, containing 2.939 acres of land, more or less.

Parcel 2. Situated in the City of Napoleon, Township of Napoleon, County of Henry and State of Ohio, and described as follows:

A parcel of land in the Southeast quarter of Section 13, Town 5 North, Range 6 East, more particularly described as follows:

Beginning at a PK nail on the South right-of-way of State Route 110 and the East right-of-way of U.S. Route 6 (a/k/a Applian Avenue); thence Southeasterly, along the East right-of-way of U.S. Route 6, 83.86 feet to an iron pin; thence Northeasterly 88 degrees 43 minutes 141.10 feet; thence Northwesterly 91 degrees 27 minutes 75.36 feet to a point on the South right-of-way of State Route 110; thence Southwesterly 84 degrees 57 minutes, along the South right-of-way of State Route 110, 141.13 feet to the place of beginning, containing .26 acre of land, more or less.

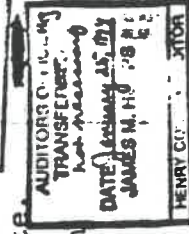
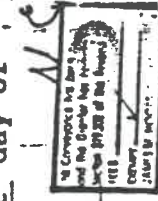
was conveyed or transferred to Marlin J. Miller and Freida M. Miller, for their joint lives, remainder to the survivor of them.

2. Freida M. Miller died on November 16, 1993, and a certified copy of her certificate of death is hereto attached.

3. Marlin J. Miller survives and his address is as follows:  
Q-973 County Road 16  
Napoleon, Ohio 43545.

*Marlin J. Miller*  
Marlin J. Miller

Affirmed before me and subscribed in my presence this 21st day of January, 1994.



*Harold H. Plassman*  
Harold H. Plassman, Attorney at Law  
Notary Public for the State of Ohio

My commission has no expiration date.

This instrument prepared by Harold H. Plassman  
Plassman, Rupp, Hensal & Short  
302 North Defiance Street  
Post Office Box 178  
Archbold, Ohio 43502





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# PERPETUAL UTILITY AND ROADWAY EASEMENT

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*Know All Men By These Presents:* That Marlin J. Miller, an unmarried man of legal age, whose tax mailing address is Q-973 County Road 16, 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:

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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 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 and that the Grantor will warrant and defend the title to the said easement against all lawful claims.

**IN WITNESS WHEREOF:** Marlin J. Miller, an unmarried man of legal age, the Grantor, has executed this Perpetual Utility Easement this \_\_\_\_\_ day of \_\_\_\_\_, 2000.

Signed and acknowledged in the presence of:

\_\_\_\_\_ Marlin J. Miller

STATE OF \_\_\_\_\_ }  
\_\_\_\_\_ }

COUNTY OF \_\_\_\_\_ }  
\_\_\_\_\_ }

ss:

Before me a Notary Public in and for said County, personally appeared the above named Marlin J. Miller, 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 \_\_\_\_\_ day of \_\_\_\_\_ 2000.

(seal)

\_\_\_\_\_ Notary Public



Accepted by:

Jon A. Bisher, City Manager

Date

***This Instrument Prepared  
and  
Approved By:***

*David M. Graham  
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\DOC\SM\Miller\Easement\November18, 1999



## SOUTHEASTERLY EASEMENT

An easement for right-of-way purposes being part of the Southeast one-quarter (1/4) of Section thirteen (13), Township five (5) North, Range six (6) East, City of Napoleon, Henry County, Ohio, and being more particularly described as follows:

Commencing at a P.K. nail found at the intersection of the center line of State Route #110 with the center line of United States Route #6, (Appian Avenue);

Thence Southeasterly along the center line of United States Route #6 (Appian Avenue), having an assumed bearing of South forty-three (43) degrees, fifty (50) minutes, and zero (00) seconds East, a distance of thirty and eleven hundredths (30.11) feet to a point;

Thence Northeasterly along a line being the Westerly extension of the Southerly right-of-way of State Route #110, having a bearing of North fifty (50) degrees, fifty-eight (58) minutes, and zero (00) seconds East, a distance of thirty and eleven hundredths (30.11) feet to a point being the intersection of the Southerly right-of-way of State Route #110 with the Easterly right-of-way of United States Route #6 (Appian Avenue), said point also being the **TRUE POINT OF BEGINNING**;

Thence continuing Northeasterly along the Southerly right-of-way of State Route #110, having a bearing of North fifty (50) degrees, fifty-eight (58) minutes, and zero (00) seconds East, a distance of fifteen and zero hundredths (15.00) feet to a point;

Thence Southerly along a line having a bearing of South five (5) degrees, fifteen (15) minutes, and fifty (50) seconds East, a distance of twenty-three and ninety-eight hundredths (23.98) feet to a point located on the Easterly right-of-way of United States Route #6 (Appian Avenue);

Thence Northwesterly along the Easterly right-of-way of United States Route #6 (Appian Avenue), having a bearing of North forty-three (43) degrees, fifty (50) minutes, and zero (00) seconds West, a distance of twenty and zero hundredths (20.00) feet to the **TRUE POINT OF BEGINNING**.

Containing 149 square feet which is equal to zero and three thousandths (0.003) acres of land, more or less.







