

154US CO RD M1

March 19, 2001

David Grahn  
City Law Director  
255 Riverview Ave.  
Napoleon, OH 43545

Re: Marilyn J. Manahan, Perpetual Utility Easement, NW 1/4 NW 1/4 Section 13, Napoleon Township, City of Napoleon Henry County, Ohio.

Dear Dave:

I have completed the title search for the easement with Marilyn J. Manahan. The title on record looks good. The correct volume and page whereby Mrs. Manahan acquired the real property should be noted as Volume 216, Page 910, Deed Records, Henry County, Ohio, on the easement to the city.

If you have any questions please contact me.

Thank you,

Jenny Parker  
599-3674



Date March 9, 2001

Name Marilyn J. Manahan, Perpetual Easement

RE Location Sec NW 1/4 NW 1/4 Section 13, Napoleon Twp, City of Napoleon, HC, Ohio

Vol. 216 Page 910 Kathleen F. Herken & Dorothy M. Herken H & W Grantor A

Instrument TO Marilyn J. Manahan Grantee

WD Description 3.898 ac parcel NW 1/4 NW 1/4 Section 13, Napoleon Twp,

City of Napoleon, Ohio

Signed 10-13-78 Filed 12-1-78 at 10:10 A.M. Recorded 12-8-78

Vol. 214 Page 734 JL & Development Co. Julian A. Herken & Kathleen F. Herken, <sup>sole</sup> Partners Grantor

Instrument TO Dorothy M. Herken Grantee

WD Description Same as above (216/910) Dorothy M. Herken, wife of Kathleen F. Herken and

Carolyn A. Herken wife of Julian A. Herken both release above

Signed 1-17-78 Filed 1-18-78 at 3:11 P.M. Recorded 1-20-78

Vol. 203 Page 201 Chalmer J. Bauman & Margie A. Bauman H & W Grantor A

Instrument TO JL & Development Co., a partnership Grantee

WD Description 3.898 acres parcel NW 1/4 NW 1/4 Section 13 Napoleon Twp, Cambria  
1.439 ac, 1.255 ac & 1.204 ac parcels by survey recorded in  
Vol 10 Page 5 Henry County Engineers Records

Signed 9-12-73 Filed 9-13-73 at 12:15 P.M. Recorded 9-14-73

Vol. 193 Page 629 William Ruff & Melinda Ruff H & W Grantor A

Instrument TO Chalmer J. Bauman Grantee

WD Description 3 parcel 1.439 ac, 1.255 ac & 1.204 ac in NW 1/4 NW 1/4

Section 13, Napoleon Twp, City of Napoleon, HC, OH

Signed 9-25-69 Filed 9-26-69 at 10:42 A.M. Recorded 10-3-69  
Vol. 186 Page 499 Elmer L. Cuff & Lois J. Cuff H & W Grantor A

Instrument TO William A. Ruff Grantee

WD Description 2 parcels 1.885 ac & 2.652 ac NW 1/4 NW 1/4

Section 13, Napoleon Twp, HC, Ohio

Signed 2-14-67 Filed 2-15-67 at 9:16 A.M. Recorded 2-17-67



Page #2 Name Marilyn J. Manahan

Vol. 184 Page 69 Mary De Sutter, unmarried over 21 years Grantor

Instrument TO Elmer L. Cuff Grantee

WD Description 1.885 ac parcel NW 1/4 NW 1/4 Section B, Napoleon  
Twp, H.C., Ohio  
Signed 6-15-66 Filed 6-15-66 at 1:17 P. M. Recorded 6-15-66

Vol. 183 Page 26 Mary De Sutter, unmarried of lawful age Grantor

Instrument TO Elmer L. Cuff Grantee

WD Description 2.652 ac parcel NW 1/4 of NW 1/4 Section B, Napoleon  
Twp, H.C., Ohio  
Signed 6-21-65 Filed 6-30-65 at 1:26 P. M. Recorded 6-30-65

Vol. 157 Page 2 Geo De Sutter, dec'd (died testate 5-8-49) Grantor

Instrument TO Mary De Sutter, Spouse, entire interest passes Grantee

Cent. Trns Description land 1/2 interest North part of NW 1/4 Section B  
Napoleon, Twp, H.C., OH 2.4 acres  
Signed 4-27-50 Filed 4-27-50 at 3:38 P. M. Recorded 4-28-50

Vol. 120 Page 205 Henry G. Walter + Florence P. Walter H & W Grantor A

Instrument TO Geo De Sutter + Mary De Sutter Grantee A

BCD Description 2.4 acres North part NW 1/4 Section B, Napoleon  
Twp, H.C., Ohio  
Signed 12-3-33 Filed 12-11-33 at 1:35 P. M. Recorded 12-12-33

Vol. 124 Page 494 William M. Yager, dec'd by Sheriff Henry Bowserman Grantor

Instrument TO Henry Walter Grantee

Sheriff Dec'd Description 2.4 acres North part NW 1/4 Section B, Napoleon

Signed 12-4-33 Twp, H.C., Ohio, Sheriff's Dec'd in Partition when party elects to take  
Filed 12-11-33 at 1:30 P. M. Recorded 12-12-33



Page #3 Name Marilyn J. Manshan

Vol. 51 Page 467 Henry Yeager, Jr. dec'd Grantor \_\_\_\_\_

Instrument TO William M. Yeager Grantee \_\_\_\_\_

JE Description NW part of W 1/2 Section 13, Napoleon Twp, H.C., OH  
34 acres

Signed 2-6-1888 Filed 6-16-1892 N/H. M. Recorded 6-16-1892

Vol. 6 Page 270 William Dodd Grantor \_\_\_\_\_

Instrument TO Henry Yeager Grantee \_\_\_\_\_

WD Description 21.75 acres NW corner Section 13, Napoleon,  
Twp, H.C., OH

Signed 11-23-1858 Filed 11-23-58 N/H. M. Recorded 11-24-58

Vol. \_\_\_\_\_ Page \_\_\_\_\_ Grantor \_\_\_\_\_

Instrument TO \_\_\_\_\_ Grantee \_\_\_\_\_

\_\_\_\_\_ Description \_\_\_\_\_

Signed \_\_\_\_\_ Filed \_\_\_\_\_ M. Recorded \_\_\_\_\_

Vol. \_\_\_\_\_ Page \_\_\_\_\_ Grantor \_\_\_\_\_

Instrument TO \_\_\_\_\_ Grantee \_\_\_\_\_

\_\_\_\_\_ Description \_\_\_\_\_

Signed \_\_\_\_\_ Filed \_\_\_\_\_ M. Recorded \_\_\_\_\_

Vol. \_\_\_\_\_ Page \_\_\_\_\_ Grantor \_\_\_\_\_

Instrument TO \_\_\_\_\_ Grantee \_\_\_\_\_

\_\_\_\_\_ Description \_\_\_\_\_

Signed \_\_\_\_\_ Filed \_\_\_\_\_ M. Recorded \_\_\_\_\_





# PERPETUAL UTILITY EASEMENT

**Know All Men By These Presents:** That I, Marilyn J. Manahan, a married woman, whose tax mailing address is 15-465 Co. Rd. M-1, 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 both above and below ground, with the further right to permit the attachment of, and/or carry in underground or above ground conduit, wires, cables, pipes and other associated fixtures above or underground facilities of any other company with services and extensions therefrom, in, on, 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 Township of Napoleon, County of Henry and State of Ohio, and described as:

**A parcel of land situated in the Northwest Quarter (¼) of the Northwest Quarter (¼) of Section 13, T-5-N, R-6-E, Napoleon Township, City of Napoleon, Henry County, Ohio and is more particularly described as follows:**

**Commencing at the point of intersection of the centerline of Lagrange Street with the West right-of-way of Dodd Street, thence S 89° 56' W along the centerline of Lagrange Street a distance of 232.21 feet to the intersection of the centerline of Lagrange Street with the centerline of Oberhaus Creek; thence N 0° 12' W a distance of 20.00 feet to the TRUE PLACE OF BEGINNING. Thence S 89° 56' W and parallel with the centerline of Lagrange Street a distance of 355.78 feet to an iron pin and cap; thence N 0° 00' E and parallel with the West line of Section 13 a distance of 10.00 feet to a point; thence N 89° 56' E and parallel with the centerline of Lagrange Street a distance of 355.82 feet to a point on the centerline of Oberhaus Creek; thence S 0° 12' E along the centerline of Oberhaus Creek a distance of 10.00 feet to the PLACE OF BEGINNING.**

The Grantor claims title to the above described property by virtue of deed and documents recorded in Deed/Official Record Volume ~~27~~ <sup>216/</sup> 910 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 grantors 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 in the next paragraph, 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, 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.



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 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 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 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:* Marilyn J. Manahan, the Grantor, has executed this Perpetual Alienable Utility Easement this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

Signed and acknowledged  
in the presence of:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Marilyn J. Manahan

STATE OF \_\_\_\_\_ }  
  }      ss:  
COUNTY OF \_\_\_\_\_ }

Before me a Notary Public in and for said County, personally appeared the above named, Marilyn J. Manahan, the Grantor, who acknowledged that she did sign the foregoing instrument and that same is their free act and deed.

**IN TESTIMONY WHEREOF,** I have hereunto set my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

(seal)

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



**IN WITNESS WHEREOF:** Dr. Raymond J. Manahan, the spouse of the Grantor, does hereby release all rights of dower for this Perpetual Alienable Utility Easement this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

Signed and acknowledged in the presence of:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ Dr. Raymond J. Manahan



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

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

Before me a Notary Public in and for said County, personally appeared the above named Dr. Raymond J. Manahan, the spouse of 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 \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

(seal)

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



*Accepted by:*

Dr. Jon A. Bisher, City Manager \_\_\_\_\_ 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 By:*

*Easement Description Verified by:  
Joseph R. Kleiner, P.E.,  
Napoleon Engineer*



WARRANTY DEED VOL 216 PAGE 910

Know all Men by these Presents

THAT, We, Luther F. Gerken and Dorothy M. Gerken, husband and wife,

who claim title by or through instrument, recorded in Volume 214, Page 734, the Grantors

of the Record of Deeds of Henry County, Ohio, for the consideration of One Dollar and Other Valuable Considerations to us paid by Marilyn J. Manahan

whose Tax Mailing Address will be R.F.D. #2, Napoleon, OH 43545, the Grantee

edged, do hereby Give, Grant, Bargain, Sell and Convey to the said Grantee, the receipt whereof is hereby acknowl-

her heirs and assigns, forever, the real estate described as follows:

Situated in the City of Napoleon, County of Henry and State of Ohio and known as:

A parcel of land in the Northwest Quarter (1/4) of the Northwest Quarter (1/4) of Section 13, T5N, R6E, Napoleon Township, City of Napoleon, Henry County, Ohio, and more particularly described as follows:

Beginning at a point two hundred thirty-two and twenty-one hundredths (232.21) feet west of the intersection of the west line of Dodd Street with the centerline of Lagrange Street, thence S 89° 56' W one hundred eighty-nine and seventy-one hundredths (189.71) feet to a railroad spike set in the centerline of Lagrange Street, thence continuing on said line one hundred sixty-six (166.00) feet to a railroad spike also set in the centerline of Lagrange Street, thence N 0° 00' E twenty (20.0) feet to an iron pin, thence continuing on said line three hundred thirty-two (332.0) feet to an iron pin, thence N 89° 56' E ninety-six and thirty-five hundredths (96.35) feet to an iron pin, thence continuing on said line twenty-two (22.0) feet to an iron pin, thence N 30° 00' E two hundred thirty-seven and seven tenths (237.7) feet to an iron pin, thence N 85° 29' E one hundred eighty-five and seventy-one hundredths (185.71) feet to an iron pin, thence S 13° 51' 17" W three hundred seventy-eight and thirty-three hundredths (378.33) feet to a point, said point being in the centerline of Oberhaus Creek, thence N 89° 48' E twenty-three and twenty-nine hundredths (23.29) feet to an iron pin, thence S 0° 12' E





but subject to all easements and leases of record, zoning ordinances, restrictions, if any, and all legal highways.

To Have and to Hold said premises, with all the privileges and appurtenances thereunto belonging, unto the said Grantee ,

her heirs and assigns, forever.

And we , the said Grantor s , for ourselves and our heirs, executors and administrators, do hereby covenant with the said Grantee , her

heirs and assigns, that we are lawfully seized of the premises aforesaid as a good and indefeasible estate in fee simple, and have good right to bargain and sell the same in the manner and form as above written; that the title so conveyed is clear, free and unincumbered less and excepting taxes and assessments levied and assessed thereon for the year 1978, and thereafter, which taxes and assessments the grantee herein assumes and agrees to pay,



In Witness Whereof, we, the said Grantor s , hereunto set our hands, this 13th day of October, 1978

Signed and acknowledged in presence of

*Maustine Engler*  
*James Funkhouser*

*Luther F. Gerken*  
Luther F. Gerken

*Dorothy M. Gerken*  
Dorothy M. Gerken

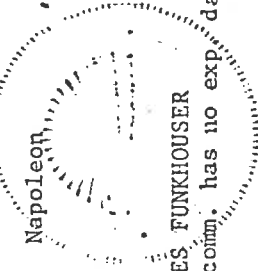
This conveyance has been examined and the Grantor has complied with Section 319.202 of the Revised Code.  
FEE \$ 30.00  
EXEMPT  
WILLIAM J. ARMES, County Auditor

The State of Ohio, }  
Henry County, } s s.

Be it Remembered, That on this 13th day of October, 1978, Before me, the subscriber, A Notary Public in and for said County, State of Ohio, personally came the above named Luther F. Gerken and Dorothy M. Gerken, husband and wife,

the Grantor s in the foregoing instrument, who acknowledged that they did sign the same, and that the same is their free act and deed.

In Testimony Whereof, I have hereunto subscribed my name and affixed my official seal, at Napoleon, Ohio, on the day and year aforesaid.



JAMES FUNKHOUSER  
My comm. has no exp. date.

*James Funkhouser*  
Notary Public in and for Henry County,  
State of Ohio.

111 x 1  
71177

This Instrument Was Prepared By:  
James Funkhouser

Attorney At Law  
Napoleon, Ohio 43545

Transferred \$ .35 p8

12-1 1978

RECEIVED FOR RECORD  
This 1 day of Oct. 1978  
e/12:00 clock A.M. and  
Received 12:00 P.M. 1978  
Need Record  
Volume 216 Page 910

*William J. Abner*  
*Merwin Fitzgibbon*

