Know All Men By These Presents: That, Robert H. Behrman, and Marcia C. Behrman, husband and wife, whose tax mailing address is 16224 Road Q-1, Napoleon, Ohio, 43545, 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, 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 Utility Easement to lay, install, construct, reconstruct, erect, use, repair, supplement, maintain, operate, and/or remove, at any time or times hereafter 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 and housing therefore, towers or poles made of wood, metal or other materials, telephone and telegraph wires, fiber optic cables, telecommunication antennas, props, guys and anchorages, conduits, pedestals, cables, fixtures, surface monuments, manholes, associated pad or pole mounted electronic equipment and cabinetry, pipes, tile, etc), 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 Harrison, County of Henry and State of Ohio, and described as:

A parcel of land located in the east one-half ( $\frac{1}{2}$ ) of the northwest one-quarter ( $\frac{1}{4}$ ) of section nineteen (19), town five (5) north, range seven (7) east, Harrison Township, Henry County, Ohio, and more particularly described as follows:

Beginning at the iron pipe at the northwest corner of the east half ( $\frac{1}{2}$ ) of the northwest quarter ( $\frac{1}{4}$ ) of section 19, T-5-N, R-7-E, Harrison Township, Henry County, Ohio;

thence S 00° 57" 00" W and along the west line of the east half (1/2) a distance of 20.00 feet to an iron pipe on the south right-of-way of Beckham Street,

thence S 89° 37' 00" E a distance of 140.00 feet to the point of beginning,

thence continue along this same line S 89° 37' 00" E a distance of 139.00 feet to a point, thence S 00° 57' 00" W a distance of 20.00 feet to a point, thence N 89° 37' 00" W a distance of 139.00 feet to a point, thence N 00° 57' 00" E a distance of 20.00 feet to the point of beginning,

Containing a 0.064 acres of land more or less and subject to all legal easements and restrictions of record.

The Grantors claim title to the above described property by virtue of deed and documents recorded in Deed/Offical Record **Volume 73**, **Page 680** 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 Grantors, 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 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, 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, 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 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 Grantors hereby covenants that they are the true and lawful Owners of the above described real estate and have full power and authority to convey the same and that the same is free and clear from all liens and encumbrances whatsoever and that the Grantors will warrant and defend the title to the said easement against all lawful claims. The Grantors warrant 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: Robert H. Behr executed this Perpetual Alienable Utility Easeme 2001.	nrman and Marcia C. Behrman, the Grantors, have ent this day of
Signed and acknowledged in the presence of:  Ruth Custormullar  Naul Austernahler	Robert H. Behrman
Ruth austormelle	Marcia C. Behrman  200100021021  Filed for Record in HENRY COUNTY OHIO
COUNTY OF HENRY	ARLENE A WALLACE 11-21-2001 11:12 AM. 11-21-2001 11:12 AM. EASEMENT 18.00 OR Volume 115 Page 1010 - 1012

Before me a Notary Public in and for said County, personally appeared the above named, Robert H. Behrman and Marcia C. Behrman, the Grantors, who acknowledged that they 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 \_ NOUSMBEIR



Notary Public

DAREL AUSTERMILLER NOTARY PUBLIC, STATE OF OHIO MY COMMISSION EXPIRES: 10/1/2006 Accepted by:

Dr. Jon A. Bisher, City Manager

/3 NOV 01 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 Verified by:

Joseph R. Kleiner, Napoleon City Engineer

Behrman only 09-2001 October 29, 2001

200100021021 CITY OF NAPOLEON CALL - 599-1235 1/12

# CITY OF NAPOLEON

255 RIVERVIEW AVE. NAPOLEON, OHIO 43545 419-592 4010

NOS 10 , 2001

ROBERT 4. BEKIRMEN 16224 ROADBI NAVOCEON, OH

The City of Napoleon, Ohio agrees, as valuable Consideration for a Perpetual Utility Easements upon your property described as in the DEED/OFFICIAL RECORD: Volume 73 Page 680 of the records of Henry County.

to pay you ONE DOLLARS (\$ 100) of which One DOLLAR (\$ 1.00) has been paid.

IT IS FURTHER AGREED IF THE

LATRES TREES DIE WITHIN JUR DUE

TO CONSTRUCTION THE CITY WILL REMOVE

THEND.

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

Easement Negotiator

pl Buhn

Approved

# Easement Receipt

Easement Description:

Robert H. Behrman & Larry L. Smith

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: \_\_\_\_\_\_\_ no

Records Clerk/Recorder

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

11/14/2001 9:27:53 AM

Know All Men By These Presents: That, Robert H. Behrman, and Marcia C. Behrman, husband and wife, whose tax mailing address is 16224 Road Q-1, Napoleon, Ohio, 43545, 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, 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 Utility Easement to lay, install, construct, reconstruct, erect, use, repair, supplement, maintain, operate, and/or remove, at any time or times hereafter 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 and housing therefore, towers or poles made of wood, metal or other materials, telephone and telegraph wires, fiber optic cables, telecommunication antennas, props, guys and anchorages, conduits, pedestals, cables, fixtures, surface monuments, manholes, associated pad or pole mounted electronic equipment and cabinetry, pipes, tile, etc), 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 Harrison, County of Henry and State of Ohio, and described as:

A parcel of land located in the east one-half ( $\frac{1}{2}$ ) of the northwest one-quarter ( $\frac{1}{4}$ ) of section nineteen (19), town five (5) north, range seven (7) east, Harrison Township, Henry County, Ohio, and more particularly described as follows:

Beginning at the iron pipe at the northwest corner of the east half ( $\frac{1}{2}$ ) of the northwest quarter ( $\frac{1}{4}$ ) of section 19, T-5-N, R-7-E, Harrison Township, Henry County, Ohio;

thence S 00° 57" 00" W and along the west line of the east half (1/2) a distance of 20.00 feet to an iron pipe on the south right-of-way of Beckham Street,

thence S 89° 37' 00" E a distance of 140.00 feet to the point of beginning,

thence continue along this same line S 89° 37' 00" E a distance of 139.00 feet to a point, thence S 00° 57' 00" W a distance of 20.00 feet to a point, thence N 89° 37' 00" W a distance of 139.00 feet to a point, thence N 00° 57' 00" E a distance of 20.00 feet to the point of beginning,

Containing a 0.064 acres of land more or less and subject to all legal easements and restrictions of record.

The Grantors claim title to the above described property by virtue of deed and documents recorded in Deed/Offical Record **Volume 73**, **Page 680** 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 Grantors, 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 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, 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, 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 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 Grantors hereby covenants that they are the true and lawful Owners of the above described real estate and have full power and authority to convey the same and that the same is free and clear from all liens and encumbrances whatsoever and that the Grantors will warrant and defend the title to the said easement against all lawful claims. The Grantors warrant 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: Robert H. Behrman and Marcia C. Behrman, the Grantors, have executed this Perpetual Alienable Utility Easement this day of			
Signed and acknowledged in the presence of:			
		Robert H. Behrman	
		Marcia C. Behrman	
		Marcia C. Beriffian	
STATE OF	SS:		
Before me a Notary Public in and for said Behrman and Marcia C. Behrman, the Gra instrument and that same is their free act	antors, who acknowle	ppeared the above named, Robert H. edged that they did sign the foregoing	
IN TESTIMONY WHEREOF, I have	ve hereunto set my h	nand and seal this day of	
,;	2001.		
(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 Verified by:

Joseph R. Kleiner, Napoleon City Engineer

Behrman only 09-2001 October 29, 2001

Instrument Volume Pag 200000010711 DR 73 66 Filed for Record in HENRY CUUNIY UHIO PRLENE A WALLACE On 07-18-2000 At 02:39 pm. LAND CUNTRA 22.00 CR Volume 73 Page 682 - Core

# Land Installment Contract

This Agreement, entered into at Napoleon, Ohio by and between Robert A. Beheman and Mateia C. Beheman, husband and wife, 10224 Road Q-1, Napoleon, Ohio 43545, hereinaster called the VENDORS, and Batty B. Smith and Kelley A. Smith, whose tax-mailing address is 709 Beckham, Napoleon, Oli 43545, hereinaster called the VENDEES.

200000010711 JOHN BUNGVAN

#### Witnesseth:

That in consideration of the mutual promises of the parties herein contained, the VENDORS agree to sell and convey, and the VENDEES agree to parties herein contained, the under the provisions, terms and conditions herein expressed the following described real property, situated in the County of Henry, and State of Ohio and known as:

Permanent Parcel No: 24-199331,0020

A parcel of land located in Lot Number One (1) of Latta Sulzdivision, located in part of the East Half (1/2) of the Northwest Quarter (1/4) of Section 19, T-5-N, R-7-E, Harrison Township, City of Napoleon, Henry County, Ohio, and more particularly described as follows:

Beginning at a point a distance of 30.00 feet S 0 degrees 57'00" W of the northwest corner of the East Half (1/2) of the Northwest Quarter (1/4) of said Section 19; thence S 89 degrees 37'00" E a distance of 115.00 feet to an iron pin, thence S 0 degrees 57'00" W a distance of 207.00 feet to an iron pin, thence N 89 degrees 37'00" W a distance of 115.00 feet to an iron pin, thence N 0 degrees 57'00" E along the west line of the East Half (1/2) of the Northwest Quarter (1/4) of said Section 19 a distance of 207.00 feet to an iron pin, said point being the point of beginning. Containing 0.546 acre of land, more or less, and subject to all legal easements and restrictions of record.

VENDORS hereby grant to VENDEES a 25 foot wide drive easement for purposes of ingress and egress to the afore-described parcel until a dedicated street right-of-way has been recorded with centerline of said easement more particularly descried as follows:

Beginning at a point a distance of 20.00 feet S 0 degrees 57 00" W and a distance of 127.50 feet S 89 degrees 37'00" E of the northwest come of the East Half (1/2) of the Northwest Quarter (1/4) of said Section 19; thence \$0 degrees 57'00" W a distance of 137.00 feet to a point.

Seventy-three Thousand and 00/100 Dollars (\$73,000.00), and in addition the following shall constitute charges or fees for services which are includable in the contract separate from and in addition to the contract price:

A. The real property taxes shall be prorated to the date of closing of the Land Installment Contract for the tax year 2000 and VENDEES shall pay any and all property

Land Installment Contract - Behrman-Smith Page 1

APPROVED 2 4/5

#### October 23, 2001

David Grahn Law Director City Building Napoleon, OH 43545

Re: Robert H. Behrman and Marcia C. Behrman, Perpetual Utility Easement, part of the West Half of the Northwest Quarter of Section 19, Harrision Township, Henry County, Ohio; Jerry L. Langenhop, Perpetual Utility Easement, part of the North Half of the East Half of the Northwest Quarter Section 35, Freedom Township, Henry County, Ohio; and, Steven R. Lankenau, Perpetual Utility Easement, part of the Northwest Quarter of Section 19, Harrison Township, Henry County, Ohio.

#### Dear Dave:

The title research for Robert H. Behrman and Marcia C. Behrman shows that the Behrmans acquired Lot 2 of the Latta Subdivision by a Warranty Deed in Volume 216, Page 285 filed for record September 11, 1978. The Behrmans acquired Lot 1 of the Latta Subdivision by a Fiduciary Deed in Volume 70, Page 39 filed for record May 8, 2000. The Behrmans then deeded both lots to themselves as Parcel No. 1 and Parcel No. 2 jointly with right of survivorship, by a Warranty Deed in Volume 73, Page 680, filed for record July 18, 2000. Parcel No. 2 which contains 0.546 acres of land and is part of Lot 1 of the Latta Subdivision has a Land Contract in favor of Larry L. Smith and Kelly A. Smith, which Land Contract was filed for record July 18, 2000 in Volume 73, Page 682. The forty year chain of title looks good.

The title research for Jerry L. Langenhop shows that he acquired the North Half of the East Half of the Northwest Quarter of Section 35, being 40 acres and a strip of land of .61 acres in Freedom Township by a Quitclaim Deed in Volume 237, Page 698, filed May 2, 1988. Jerry L. Langenhop has had a partial interest in this real property since 1982. The forty year chain of title looks good.

The title research for Steven R. Lankenau shows that he acquired the West Half of the Northwest Quarter of Section 19, Harrision Township which includes Lots 1-26, Lot 45, Lots 46-117 except for Lots 60 and 61 and known as Kimdale Village Subdivision by two separate deeds being a Fiduciary Deed in Volume 1, Page 791, filed for record January 17, 1997 and by Warranty Deed in Volume 5, Page 1147 filed for record May 1, 1997. The forty year chain of title looks good.

If you have any questions please contact me.

Thank you, Jenny Parker 1005 Westchester Ave. Napoleon, OH 43545 599-3674

Date Detribut 15, 200/  Name Robert H. Beharmon & Maria C. Beharmon RE Location Experied Wile BND 1/2 Section 19, Harry M. Ponting  Instrument  TO Herry W. Marger  Grantor  Instrument  TO Herry W. Marger  Signed 11-1-1943  Filed 11-2-1943  Vol. 172 Page 72  Herry W. Marger  Filed 11-2-1943  Filed 11-2-1943  Vol. 190 Page 841  Vol. 190 Page 841  Lext. Tank  Description wid. 1/2 instruct to each giftern w. 25 action of flood on No part of E1/2 JNW 1/4  Signed 11-1-1943  Filed 4-1-1941  Filed 4-1-1942  Filed 4-1-1943  Filed 2-1944  Instrument  TO Donald R. Maria 4 Carl A. Annia  Grantor Description wid. 1/2 instruct to each giftern w. 25 action of flood on No part of E1/2 of NW 1/4 of Action 19 page 841  Vol. 190 Page 841  Lauren Log 4-1-1941  Filed 2-1945  Filed 2	A				
Instrument  TO Herry W. Meyer  Grantee  ND Description 6.75 acreticated land in NW part of E/2 2NW/4  Al Lation/7, Harrison Turp, HC, OH  Signed 11-1-1943  Filed 11-2-1943  Vol. 172 Page 72 Herry W. Meyer, deceased (8.5-60 Dod)  Grantor  Instrument  TO Helma M. Sonnenberg, 4 Albert Sonnenberg  Cert. Trans. Description and, /2 interest to each gethern 6.25 action of gland in  NW part of E/2 of NW/4 of Leating 19 Harrison Surp. HC, Onio  Signed 4-1-1961  Filed 4.1-1662-17 f. M. Recorded 4-11-61  Vol. 190 Page 841  Instrument  TO Description 6.35 acretical of land in NW part of E/2 of NW/4 of Section/9  Harrison Loss acretical of land in NW part of E/2 of NW/4 of Section/9  Harrison Loss acretical of land in NW part of E/2 of NW/4 of Section/9  Harrison Loss acretical of land in NW part of E/2 of NW/4 of Section/9  Harrison Loss acretical of land in NW part of E/2 of NW/4 of Section/9  Harrison Loss acretical of land in NW part of E/2 of NW/4 of Section/9  Harrison Loss acretical of land in NW part of E/2 of NW/4 of Section/9  Harrison Loss acretical of land in NW part of E/2 of NW/4 of Section/9  Harrison Turp. HC Dries  Signed 11-3-71  Filed H-12-71-41/49 P. M. Recorded 11-17-71  Vol. Page  Lata Subdivision Plat  Grantor  TO  Grantee  Description 12-35 acretical Auto divided into Jot #1 - 0.716 Zeurs  and Filed H-12-71-41/49 P. M. Recorded 11-17-71  Vol. Page  Lata Subdivision Plat  Grantor  Orantee  Description 12-35 acretical Auto divided into Jot #1 - 0.716 Zeurs  Signed 11-3-72  Signed 11-3-72  Signed 11-3-73  Filed H-12-71-41/49 P. M. Recorded 11-17-71  Vol. Page  Lata Subdivision Plat  Orantee  Description 12-35 acretical Auto divided into Jot #1 - 0.716 Zeurs	Date Octoba RE Location Report	w 15, 200/ setual Hilly Easen	Name Robert H. Behrs	man & Marcia 19. Harrison Two	C. Behrman Henry County, Ou
Description 6.75 acre tract of lead in NW gast of E/2 & NW/4  Signed 11-1-1943 Filed 11-2-19434120 C.M. Recorded 11-2-1943  Vol. 172 Page 72 Henry W. Meney decased (8.5-60 Dod) Grantor  Instrument TO Melma M. Journenberg 4 Albert Survenberg Grantee &  Cert. There. Description lead. 1/2 interest to each of them (e.25 acretaint of land in No. 140 Acretain 19. Harrison Supp. HC. Ohio  Signed 4-1-1961 Filed 1-1662219 C.M. Recorded 4-11-60  Vol. 190 Page 844 Albert Survenberg 4 Melona M. Survenberg Hr W. Grantor &  Instrument TO Description 6.25 acretaint of land in NW part of E 1/2 of NW/464 Section 19.  Harrison land HC. Ohio  Signed 6-28-68 Description 6.25 acretaint of land in NW part of E 1/2 of NW/464 Section 19.  Harrison land Amount of Could Amount Hr W. Grantor &  To Belly A. Latte 4 August F. Latta Grantee &  WD Description 6.25 acretaint of land in NW part of E 1/2 and NH & Section 19.  Harrison land Amount of Could Amount of E 1/2 and NH & Section 19.  Harrison Tup. HC. Ohio  Signed 11-8-71 Filed 11-12-71 at 11-48 C.M. Recorded 11-19-71  Vol. Page Latta Aub diminion Plat Grantee  141 Description 12-25 acretaint Amo divided into Fat #1 - 0.762 Luns  and fot #2-4,629 acres  Signed 11-32-72	Vol. <u>140</u> Page _	460 Harry M.	Pontius		- 1
Description 6.75 are tract of land in NW part of E/2 & NW/4  Signed 11-1-1943 Filed 11-2-194341[20] M. Recorded 11-2-1943  Vol. 172 Page 72 Henry W. Meyer, decreased (8.5-60 Dod) Grantor  Instrument  TO Melma M. Sonnenberg 4 Albert Sonnenberg Granteese  Cert. There. Description and 1/2 interest & each of them 6.25 activat of land in  NW part of Filed 11-1961 Filed 1-1662219 f. M. Recorded 4-11-61  Vol. 190 Page 841 About Sonnenberg 4 Melona M. Sonnenberg 1/4 W. Grantor &  Instrument  TO Description 6.25 acretacel of land in NW part of E 1/2 of NW/40 Section 19  Harrison has HC Dung  Signed 6-28-68  Vol. 191 Page 838 Descelably Amis + Could A. Amis Haw Grantors  Instrument  TO Belly A. Latte 4 Augus E. Latta  Grantors  Signed 11-8-71 Filed 1-12-71 at 11-48 f. M. Recorded 11-19-71  Vol. Page Latta Aub diminion flat Grantee  Instrument  TO Page 1-25 care tract of land in NW part of E 1/2 of NW/40 Section 19  Harrison Tup HC Duis  Signed 11-8-71 Filed 1-12-71 at 11-48 f. M. Recorded 11-19-71  Vol. Page Latta Aub diminion flat Grantee  141 Description 12-25 care tract Aub divided into 1/2 at 41-0.71 bits and 11-21-71  Signed 11-32-72  Signed 11-32-72	Instrumen	t TO Henry W	Meyer		Grantee
Signed 11-1-1943 Filed 11-2-19434120 P. M. Recorded 11-2-1943  Vol. 172 Page 72 Herry W. Meyer, decreased (8-5-60 DOD) Grantor  Instrument TO Illma M. Sonnenberg & Albert Sonnenberg Grantee &  Cest Tasks. Description lend, 1/2 interest to each gither 10, 25 act took of land in  NW part & E 1/2 of New 14 of Section 19, Harrison Supp. HC. Ohio  Signed 4-1-1961 Filed 1-1-61 22:19 P. M. Recorded 4-11-61  Vol. 190 Page 841 Albert Sonnenberg & Illema M. Sonnenberg Haw Grantor &  Instrument TO Donald R. Invis & Caref A. Annis Grantee &  WD Description 6-25 core tasks of Sond in NW part of E 1/2 of NW 1405 Section 19,  Harrison Input B. Donald R. Annis & Caref A. Annis Haw Grantors  Instrument TO Bells A. Institute of Annis Haw Grantors  Instrument TO Bells A. Institute of Annis Haw Grantors  Filed 6-28-68 Filed 6-28-68 Filed 6-28-68 Annis Haw Grantors  Instrument TO Bells A. Institute of Annis Haw Grantors  WD Description 6-25 acre tract of lend in Nw part of E 1/2 of NW 1405 Section 19,  Harrison Two HC. Ohio  Signed 1-8-71 Filed 1-12-71-11-11-19 P. M. Recorded 11-19-71  Vol. Page Latta Aub division Plat Grantor  Instrument TO Grantee  141 Description 12-5 acre tract Aub divided Into Fat #1 - 0.767 Junes  and Fat #2-4.69 acres  Signed 1-31-72		V .	· ·	D part of E/z of	
Instrument TO Ihelma M. Sonnenberg & Albert Sonnenberg Grantee & Cent. There. Description and 1/2 interest to each of them b. 25 act tract of land in No part of E'2 of Nov'l of Signed 4-1-1961 To Description 6.25 acr tract of land in No part of E'2 of Nov'l of Signed 4-2-1961 To Description 6.25 acr tract of land in No part of E'2 of Nov'l of Signed 6-28-68 Filed 6-28-68-68 Filed 6-28-68-68-68 Filed 6-28-68-68 Filed 6-28-68-68-68 Filed 6-28-68-68 Filed 6-28-68-	Signed_//~				
Instrument TO Shelma M. Sonnenberg & Albert Sonnenberg Grantee & Cent. Trans. Description and. 1/2 interest to each githern 6.25 act tract of Installar No part of E'z of Now 1/4 of Section 19. Harrison Loop, HC, Ohio Signed 4-1-1961 Filed 4-11-661  Vol. 190 Page 841 Albert Sonnenberg & Helma M. Sonnenberg Haw Grantor & Instrument TO Description 6.25 acretact of land in No part of E'z of Now 1/400 Section 19. Harrison Loop HC, Ohio Signed 6-28-68 Filed 6-28-68 A Paris + Could A. Annis Haw Grantor & Grantor & Instrument TO Billy A. Satta & Augus E. Satta Grant of E'z AND HARRESTON 19. Harrison Turp, HC, Ohio Signed 11-8-71 Filed 1-12-71-411-48 f. M. Recorded 11-19-71  Vol. Page Latta Sub division Plat Grantor Grantor Grantor Instrument TO Billy A. Satta & Augus E. Satta Grant of Grantor Grantor Sinder 19. Harrison Turp, HC, Ohio Signed 11-8-71 Filed 1-12-71-411-48 f. M. Recorded 11-19-71  Vol. Page Latta Sub division Plat Grantor Grantor Grantor 19. Description 10-25 acretact Sub divided into Sat #1-0.762 and for #2-4.629 acres	Vol. <u>172</u> Page 7	2 Henry W. T	Neyer, deceased (8-5-	-60 DOD)	Grantor
Signed 4-1-1961  Filed 4-11-161  Vol. 190 Page 841  Under January of Carl A. Annis Granter & Marian M. Marienberg Haw Granter & Marian M. Marienberg Haw Granter & Marian M. Marienberg Haw Granter & Marian Granter & Marian Granter & Marian Granter & Marian M. W. Marian & E. L. of N. W. 1406. Section 19.  When Description 6-25 acretact of land in N. W. Mart of E. L. of N. W. 1406. Section 19.  Harrison Lang HC, Ohio  Signed 6-28-68  Filed 6-28-68  Filed 6-28-68  Filed 6-28-68  Filed 6-28-68  Filed 6-28-68  Filed 6-28-68  Vol. 197 Page 138  Description 6-25 acretact of land in N. W. gart of E. L. of N. W. M. A. Section 19.  Harrison Turp HC, Ohio  Signed 11-8-71  Filed 11-12-71-41-148 P. M. Recorded 11-19-71  Vol. Page Latta Substancian Plat Granter  511 de 141  Description 6-25 acretact Austanded into Fat #1 - 0.762 acres  and Fot #2-4-629 acres  Signed 1-3-78	Instrument	TO Thelma M	. Sonnenberg & Albert	Sonnenberg	Grantee <u>A</u>
Instrument  TO Donald R. Annis & Carol A. Annis Granter A  WD Description 6.25 acretact of land in Nw and of E'b of Nw 1407 Section 19  Harrison Lup HC, Driso  Signed 6-28-68 Filed 6-28-68 Filed 6-28-68 Filed 6-28-68 Food 12:07 P. M. Recorded 7-5-68  Vol. 197 Page 838 Donald R. Annis & Carol A. Annis H&W Grantor &  Instrument  TO Belly A. Latta & Ausen E. Latta Grantee 1  ND Description 6-25 acretact of land in Nw part of E'b of Nw 149 Section 19,  Harrison Tup HC Driso  Signed 11-8-71 Filed 11-12-71 at 1:48 P. M. Recorded 11-19-71  Vol. Page Latta Dub division Plat Grantor  Instrument  TO Grantee  141 Description 10-25 acretact Aus divided into Fat #1 - 0.762 acres  and fat #2-4.629 acres  Signed 1-34-78	Cent. Trans.		1/2 interest to each of the	em 6.25 actro	it of land in
Instrument  TO Donald R. Annis & Carol A. Annis Granter A  WD Description 6.25 acretact of land in Nw and of E'b of Nw 1407 Section 19  Harrison Lup HC, Driso  Signed 6-28-68 Filed 6-28-68 Filed 6-28-68 Filed 6-28-68 Food 12:07 P. M. Recorded 7-5-68  Vol. 197 Page 838 Donald R. Annis & Carol A. Annis H&W Grantor &  Instrument  TO Belly A. Latta & Ausen E. Latta Grantee 1  ND Description 6-25 acretact of land in Nw part of E'b of Nw 149 Section 19,  Harrison Tup HC Driso  Signed 11-8-71 Filed 11-12-71 at 1:48 P. M. Recorded 11-19-71  Vol. Page Latta Dub division Plat Grantor  Instrument  TO Grantee  141 Description 10-25 acretact Aus divided into Fat #1 - 0.762 acres  and fat #2-4.629 acres  Signed 1-34-78	Signed_4-	NW part of E	1/2 of NW 1/4 of Section 19 Filed 4-11-61 at 2:19 P. N	Harrison Swa	9. HC, Onio 4-11-61
Instrument TO Devald R. Maris & Carel A. Annis Grantee &  WD Description 6.25 acretract of land in Nw part of E'z of Nw 14 of Section 19.  Harrison Jup HC, Driso  Signed 6-28-68 Filed 6-28-682-67. M. Recorded 7-5-68  Vol. 197 Page 838 Devald R. Annis & Carel A. Annis H&W Grantors  Instrument TO Billy L. Latta & Lucan E. Latta Grantee &  WD Description 6-25 acretract of land in Nw part of E'z grw/4 of Lection 19.  Harrison Tup HC, Oriso  Signed 11-8-71 Filed 11-12-71211:48 P. M. Recorded 11-19-71  Vol. Page Latta Lub diminion Plat Grantor  Instrument TO: Grantee  11-19-71  Description 6-25 acretract Aub divided into Lat #1-0.762 acres  and Latta Lub division Did acres  Signed 1-36-78	Vol. <u>190</u> Page <u>8</u>	41 Albert Sonn	enberg & Thelma M. Son	menbers Haw	Grantor A
Description 6.25 sere tract of land in Nw part of E'z of Nw 1401, Section 19.  Harrison Lung HC, Dhio  Signed 6-28-68 Filed 6-28-68-21/2:07 P. M. Recorded 7-5-68  Vol. 197 Page 838 Develd R. Annis + Carol A. Annis Haw Grantor Description 6-25 acre tract of land in Nw part of E'z of Nw 14 of Section 19.  Harrison Tup, HC, Dris  Signed 11-8-71 Filed 11-12-71 of 1:48 P. M. Recorded 11-19-71  Vol. Page Latta Sub division Plat Grantor  Instrument 511 de 141 Description 6-25 acre tract sub divided into Lat 4-1-0.76 Zacres  and Lat 4-4-4.629 acres					
Signed 6-28-68 Filed 6-28-68-68-68-68-68-68-68-68-68-68-68-68-68	_WD_				•
Instrument TO Belly To Latte of Augus E. Latter Grantes 19.  Instrument To Belly To Latte of Augus E. Latter Grantes 19.  IND Description 6.25 acre tract of land in Nw part of E'/2 and 19.  Harryon Turp. HC. Duis  Signed 11-8-71 Filed 11-12-71 at 1:48 P. M. Recorded 11-19-71  Vol. Page Latter Dub division Plat Grantor  Instrument TO: Grantee  141 Description 6.25 acre tract Aus divided into Lat 41-0.76 Zacres  and Latter Late 29 acres  Signed 1-31-78	Signed 6-2	Harrison Lo	p Hc Duis		V
Instrument TO Belly L. Latta & Sugar E. Latta Grantee 1  Description 6.25 acre tract of land in Nw part of E'/2 anw'/4 of Section 19,  Harrison Tup, HC, Duio  Signed 11-8-71 Filed 11-12-7/at 1:48 P. M. Recorded 11-19-7/  Vol. Page Latta Sub division flat Grantor  Instrument  511 de Grantee  141 Description 6.25 acre tract sub divided into Lat #1-0.762 acres  and Latta Lub 29 acres  Signed 1-31-78	Vol. 197 Page 83	38 Donald R. A.			
Signed 11-8-71  Filed 11-12-71 at 1:48 P. M. Recorded 11-19-71  Vol. Page Latta Subdivision Plat  Grantor  Instrument  51 de  141  Description 10.25 acretant subdivided into Fat #1 - 0.762 acres  and Fat #2-4.629 acres					
Signed 11-8-71  Filed 11-12-71 at 1:48 P. M. Recorded 11-19-71  Vol. Page Latta Subdivision Plat  Grantor  Instrument  51 de  141  Description 10.25 acretant subdivided into Fat #1 - 0.762 acres  and Fat #2-4.629 acres	-MD	Description 4.25	acre troop of land in NW.	part of E'/2 of NW	1/4 of Section 19
Instrument TO		Harrison Tupp	HC, Ouis Filed 11-12-7/ct/:48 P. M		
511 de Grantee Grantee 141 Description 6.25 vere tract sub divide d'into fat #1 - 0.76 Zacres  and fat #2-4.629 acres	Vol Page	_ Latta Sub	division Plat		Grantor
141 Description 6.25 were tract subdivided into Fat #1-0.76 Zacres  and Fat #2-4.629 acres	_	TO:			Grantee
Signed 7-31-70	- 1			linto fat#1-	0.76Zacres
Filed	Signed 1-3	and Fot #2-	H.629 acres Filed M.	Recorded	8-18-78

Page #2 Nam	10 Robert H. Behrman & Marcia C. Behrman	
Nise Vol. 13 Page 140	6 Annexation of Latta Subdivision	Grantor
Instrument	TO: to the City of Napoleon Quio	Grantee
Petition+Resoluti	on Description Petition & Resolution of annex ation	_ Crantee
	Description rection of annex alion	
Signed_5-	7-79 Filed 5-15-79 £ 2:50 P. M. Recorded 5-	10 10
	Recorded 2-	18-79
voi. <u>A/O</u> Page <u>AX</u>	5 Billy S. Latta & Susan E. Latta HYW	Grantor <u>A</u>
Instrument	TO Robert Behrman	Grantee_
WD	Description Lat # 2 Latta Sub division (4.629 acres	
Signed 9-8-	-1978 Filed 9-11-78 at 3:30 P. M. Recorded 9-1	5-78
Vol. 241 Page 825	5 Billy L. Latte & Susan E. Latta, Haw	
Instrument	TO Vinginia Emma Crun FKA Vinginia Emma Pineda	Grantee
-WD	Description Lat # 1 halla Subdivisión (-698 acres) executo	de delinered
	sursuant to a hand Contract signed 5-5-86	
Signed <u>9-19</u>	Filed $9-22-89$ d $4.14$ P. M. Recorded $9$	22-89
Vol. <u>261</u> Page 19	Detachment and continued annexation of certain	Grantor
	To lands runerally withing the Napoleon Municipal	
Detallment	J. in dil	Grantee
-	Description Simits + Harrison Sup to keep hatta Sub.	arreved
Signed 8-26-	Into the City & Napoleon  96 Filed 9-36-96 at 9:18 A. M. Recorded 9-	
	Filed 9-36-96at 9:18 A. M. Recorded 9-	26-96
Vol. <u>1/0</u> Page <u>39</u>	Main C. Crun Executar & Estate of Virginia E. Crun, CAKA Virginia Emma Crug & EKA Virginia Emma Pineda	Frantor
Instrument	THE TO AND SOUTH IN TO SOUTH AND	Franco C
Fiduciary	Description Fat # / Hatta Sub.	brantee 5
Deed	Jana Jub.	
Signed 5-5-	-2000 Filed 5-8-2000 et 3:27 P. M. Recorded 5-8	-7

Page	#3 Name	Robert H. Behiman & Marcia C. Behiman	
Vol.	73 Page <u>686</u>	Robert Behrman AKA Robert H. Behrman to Marcia C. Behrman	
	Instrument	TO Robert H. Behrman & Maria C. Behrman, How, JWK	OSGrantee_S
		Description Parcel # 1 - part of hoto 1 & 2 of Ketta Subchivision	
	Signed 7-17-	and Parcel #2 - part of Sat / Ratta Sub 546 acres a 2000 Filed 7-18-00 et 2:39 f. M. Recorded 7-	Bland 18-2000
Vol.	73 Page <u>687</u>	2 Robert H. Behrman & Marcia C. Behrman HAW	_Grantor
	Instrument	TO harry L. Smith & Kelly A. Smith	_Grantee
か	and Contract	Description O. 546 acres part of Hat I hatta Sub.	
	Signed_7-17.	-2000 Filed 7-18-2000 dt 2:39 P.M. Recorded 7-	18-2000
Vol.	Page		_Grantor
	Instrument	то	_Grantee
	-	Description	T- 21
	Signad	771. 4	
	Signed		
Vol	Page		_Grantor
	Instrument	TO	_Grantee
	( <del>2)                                    </del>	Description	
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	Signed		
Vol	Page		Grantor
	Instrument	TO	Grantee
	(	Description	
	Signed	FiledM. Recorded	

Know All Men By These Presents: That, Robert H. Behrman, and Marcia C. Behrman, husband and wife, whose tax mailing address is 16224 Road Q-1, Napoleon, Ohio, 43545, 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, 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 Utility Easement to lay, install, construct, reconstruct, erect, use, repair, supplement, maintain, operate, and/or remove, at any time or times hereafter 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 and housing therefore, towers or poles made of wood, metal or other materials, telephone and telegraph wires, fiber optic cables, telecommunication antennas, props, guys and anchorages, conduits, pedestals, cables, fixtures, surface monuments, manholes, associated pad or pole mounted electronic equipment and cabinetry, pipes, tile, etc), 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 Harrison, County of Henry and State of Ohio, and described as:

A parcel of land located in the west one-half ( $\frac{1}{2}$ ) of the northwest one-quarter ( $\frac{1}{4}$ ) of section nineteen (19), town five (5) north, range seven (7) east, Harrison Township, Henry County, Ohio, and more particularly described as follows:

Beginning at the iron pipe at the northeast corner of the west half (½) of the northwest quarter (¼) of section 19, T-5-N, R-7-E, Harrison Township, Henry County, Ohio;

thence S 00° 57" 00" W and along the east line of the west half (1/2) a distance of 30.00 feet to an iron pipe on the south right-of-way of Beckham Street,

thence S 89° 37' 00" E a distance of 140.00 feet to the point of beginning,

thence continue along this same line S 89° 37' 00" E a distance of 139.00 feet to a point, thence N 00° 57' 00" E a distance of 20.00 feet to a point, thence N 89° 37' 00" W a distance of 139.00 feet to a point, thence S 00° 57' 00" W a distance of 20.00 feet to the point of beginning,

Containing a 0.032 acres of land more or less and subject to all legal easements and restrictions of record.

The Grantors claim title to the above described property by virtue of deed and documents recorded in Deed/Offical Record **Volume 73**, **Page 680** 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 Grantors, 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 Utility(s) and all appurtenances thereto, including but not



ROBERT BEHRMAN

A PARCEL OF LAND LOCATED IN THE WEST ONE-HALF (UZ)

OF THE NORTHWEST ONE-QUARTER (1/4) OF SECTION

NINETEEN (19), TOWN FIVE (5) NORTH, RANGE

SEVEN (7) EAST, LAARISON TOWNSHIP, HENRY

COUNTY, OHIO, AND MORE PARTICULARLY DESCRIDED

AS FOLLOWS:

BEGINNING AT AN TRON PIPE AT THE NORTHERST
COANER OF THE WEST HALF (1/2) OF THE MORTHWEST
QUARTER (1/4) OF SECTION 19, T-5-N, R-7-E, HARRISON
TOWNSHIP, HENRY COUNTY, OHIO; THENCE SOO° 57'00" W
AND ALONG THE EAST LINE OF THE WEST HALF (1/2)
A PISTANCE OF 30.00 FEET TO AN TRON PIPE ON THE
SOUTH RIGHT-OF-WAY OF BECKHAM STREET, EXCENT

THENCE S 89 37'00"E A DISTANCE OF

140.00 FEET TO THE POINT OF BEGINNING,

THENCE CONTINUE ALONG THIS SAME LINE

\$ 89 37'00"E A DISTANCE OF 139.00 FEET

TO A POINT, THONCE N 00°57'00"E A DISTANCE

OF 10.00 FEET TO A POINT, THONCE N 89°37'00"W

A DISTANCE OF 139.00 FEET TO A POINT,

THENCE \$ 00°57'00" W A DISTANCE OF

10.00 FEET TO THE POINT OF BEGINNING,

CONTAINING 0.032 ACRES OF LAND

MURC OR LESS AND SUBTERS TO AU

LEGAL EASEMENTS AND RESTRICTIONS

#### Survivorship Deed

Robert Behrman, aka Robert H. Behrman, and Marcia C. Behrman, husband and wife, of Henry County, Ohio, for valuable consideration paid, grant with general warranty covenants, to Robert H. Behrman and Marcia C. Behrman, for their joint lives, remainder to the survivor of them, whose tax-mailing address is 16224 Road Q-1, Napoleon, OH 43545, the following REAL PROPERTY.

#### Parcel #1 Permanent Parcel No: 24-199331.0040

A parcel of land located in Part of Lot One (1) and Lot Number Two (2) of Latta Subdivision, located in part of the East Half (1/2) of the Northwest Quarter (1/4) of Section 19, T-5-N, R-7-E, Harrison Township, City of Napoleon, Henry County, Ohio, and more particularly described as follows:

Beginning at a point a distance of 20.00 feet S 0 degrees 57'00" W of the northwest corner of the East Half (1/2) of the Northwest Quarter (1/4) of said Section 19;

thence S 89 degrees 37'00" E a distance of 279.00 feet to a point,

thence S 0 degrees 57'00'' W a distance of 10.00 feet to an iron pin, thence continuing on said line a distance of 207.00 feet to an iron pin,

thence \$ 89 degrees 37'00" E a distance of 25.00 feet to an iron pin, thence continuing on said line a distance of 13.00 feet to a point,

thence \$ 5 degrees 31' W along the centerline of Hog Creek a distance of \$4.64 feet to point,

thence S 25 degrees 39' W a distance of 75.19 feet to a point,

thence S 26 degrees 52' W a distance of 123.72 feet to a point,

thence S 3 degrees 42' W a distance of 113.74 feet to a point,

thence S 10 degrees 12' W a distance of 95.27 feet to a point,

thence S 5 degrees 06' W a distance of 230.54 feet to a point,

thence S 13 degrees 00' W a distance of 84.68 feet to a point,

thence N 89 degrees 37'00" W a distance of 22.00 feet to an iron pin, thence continuing on said line a distance of 150.00 feet to an iron pin,

thence N 0 degrees 57'00" E along the west line of the East Half (1/2) of the Northwest Quarter (1/4) of said Section 19 a distance of 753.00 feet to an iron pin.

thence \$ 89 degrees 37'00" E a distance of 115.00 feet to an iron pin,

thence N 0 degrees 57'00" E a distance of 207.00 feet to an Iron pin,

thence N 89 degrees 37'00" W a distance of 115.00 feet to an iron pin,

thence N 0 degrees 57'00" E a distance of 10.00 feet to the point of beginning.

Containing 4.781 acres of land, more or less, and subject to all legal easements and estrictions of record.

Instrument Volume Page 200000010710 DR 73 66 73

#### Parcel #2 Permanent Parcel No: 24-199331.0020

A parcel of land located in Lot Number One (1) of Latta Subdivision, located in part of the East Half (1/2) of the Northwest Quarter (1/4) of Section 19, T-5-N, R-7-E, Harrison Township, City of Napoleon, Henry County, Ohlo, and more particularly described as follows:

Beginning at a point a distance of 30.00 feet S 0 degrees 57'00" W of the northwest corner of the East Half (1/2) of the Northwest Quarter (1/4) of said Section 19; thence S 89 degrees 37'00" E a distance of 115.00 feet to an iron pin, thence S 0 degrees 57'00" W a distance of 207.00 feet to an iron pin, thence N 89 degrees 37'00" W a distance of 115.00 feet to an iron pin, thence N 0 degrees 57'00" E along the west line of the East Half (1/2) of the Northwest Quarter (1/4) of said Section 19 a distance of 207.00 feet to a prior pin, said point being the point of beginning. Containing 0.546 acre of land, more or less, and subject to all legal easements and restrictions of record.

PRIOR INSTRUMENT REFERENCE: Volume 216, Page 285, Deed Records and Volume 70, Page 39, Official Records, Henry County, Ohio.

In Witness Whereof, we have hereunto set our hands this 17th day of July, 2000.

SIGNED AND ACKNOWLEDGED IN THE PRESENCE OF:	i
ar	Robert Beling
John Donoven	Robert Behrman, aka Robert H. Behrman
Mill Sugalan	Marcia C. Behrman
STATE OF OHIO ) SS:	200000010710 JDHN DUNDVAN PICK UP
County of HENRY )	
The At Removines the state	171   61   600   6

## It Remembered, that on this 17th day of July, 2000, before me, the subscriber, a Notary Public in and for said county, personally appeared Robert Behrman and Marcia C. Behrman, the Grantors in the foregoing Survivorship Deed, who acknowledge the signing thereof to be their voluntary act and deed.

In Testimony Thereof, I have hereunto subscribed my name and affixed my official seal on the day and year aforesaid.

NOTARY PUBLIC - STATE OF OHIO

\*aka Robert H. Behrman

John Donovan Notary Public, State of Ohio Lifetime Commission ; O.R.C. §147.03

THIS INSTRUMENT PREPARED BY: John Donovan, Attorney at Law 609 North Perry Street Napoleon, Obio 43545 Phone: (419) 599-1936

AUDITORS OFFICE
TRANSFERRED
MOV
JUL 1 8 2000

Pola L. Bactilman HENRY CO. AUDITOR This Conveyance has been examined and the Grantor has complied with Section 319.202 of the Revised Code.

EXEMPT IDA I POSTELMAN, County

MAN, County Audito

#### October 23, 2001

David Grahn Law Director City Building Napoleon, OH 43545

Re: Robert H. Behrman and Marcia C. Behrman, Perpetual Utility Easement, part of the West Half of the Northwest Quarter of Section 19, Harrision Township, Henry County, Ohio; Jerry L. Langenhop, Perpetual Utility Easement, part of the North Half of the East Half of the Northwest Quarter Section 35, Freedom Township, Henry County, Ohio; and, Steven R. Lankenau, Perpetual Utility Easement, part of the Northwest Quarter of Section 19, Harrison Township, Henry County, Ohio.

#### Dear Dave:

The title research for Robert H. Behrman and Marcia C. Behrman shows that the Behrmans acquired Lot 2 of the Latta Subdivision by a Warranty Deed in Volume 216, Page 285 filed for record September 11, 1978. The Behrmans acquired Lot 1 of the Latta Subdivision by a Fiduciary Deed in Volume 70, Page 39 filed for record May 8, 2000. The Behrmans then deeded both lots to themselves as Parcel No. 1 and Parcel No. 2 jointly with right of survivorship, by a Warranty Deed in Volume 73, Page 680, filed for record July 18, 2000. Parcel No. 2 which contains 0.546 acres of land and is part of Lot 1 of the Latta Subdivision has a Land Contract in favor of Larry L. Smith and Kelly A. Smith, which Land Contract was filed for record July 18, 2000 in Volume 73, Page 682. The forty year chain of title looks good.

The title research for Jerry L. Langenhop shows that he acquired the North Half of the East Half of the Northwest Quarter of Section 35, being 40 acres and a strip of land of .61 acres in Freedom Township by a Quitclaim Deed in Volume 237, Page 698, filed May 2, 1988. Jerry L. Langenhop has had a partial interest in this real property since 1982. The forty year chain of title looks good.

The title research for Steven R. Lankenau shows that he acquired the West Half of the Northwest Quarter of Section 19, Harrision Township which includes Lots 1-26, Lot 45, Lots 46-117 except for Lots 60 and 61 and known as Kimdale Village Subdivision by two separate deeds being a Fiduciary Deed in Volume 1, Page 791, filed for record January 17, 1997 and by Warranty Deed in Volume 5, Page 1147 filed for record May 1, 1997. The forty year chain of title looks good.

If you have any questions please contact me.

Thank you, Jenny Parker 1005 Westchester Ave. Napoleon, OH 43545 599-3674

Know All Men By These Presents: That, Robert H. Behrman, and Marcia C. Behrman, husband and wife, whose tax mailing address is 16224 Road Q-1, Napoleon, Ohio, 43545, and tarry L. Smith and Kelley A. Smith, husband and wife, whose tax mailing address is 709 Beckham, Napoleon, Ohio, 43545, 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, 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 Utility Easement to lay, install, construct, reconstruct, erect, use, repair, supplement, maintain, operate, and/or remove, at any time or times hereafter 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 and housing therefore, towers or poles made of wood, metal or other materials, telephone and telegraph wires, fiber optic cables, telecommunication antennas, props, guys and anchorages, conduits, pedestals, cables, fixtures, surface monuments, manholes, associated pad or pole mounted electronic equipment and cabinetry, pipes, tile, etc), 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 Harrison, County of Henry and State of Ohio, and described as:

A parcel of land located in the west one-half (½) of the northwest one-quarter (¼) of section nineteen (19), town five (5) north, range seven (7) east, Harrison Township, Henry County, Ohio, and more particularly described as follows:

Beginning at the iron pipe at the northeast corner of the west half ( $\frac{1}{2}$ ) of the northwest quarter ( $\frac{1}{2}$ ) of section 19, T-5-N, R-7-E, Harrison Township, Henry County, Ohio;

thence S 00° 57' 00" W and along the east line of the west half (½) a distance of 30.00 feet to an iron pipe on the south right-of-way of Beckham Street,

thence S 89° 37' 00" E a distance of 140.00 feet to the point of beginning, thence continue along this same line S 89° 37' 00" E a distance of 139.00 feet to a point.

thence N 00° 57' 00" E a distance of 10.00 feet to a point, thence N 89° 37' 00" W a distance of 139.00 feet to a point, thence S 00° 57' 00" W a distance of 10.00 feet to the point of beginning.

Containing a 0.032 acres of land more or less and subject to all legal easements and restrictions of record.

The Grantors claim title to the above described property by virtue of deed and documents recorded in Deed/Offical Record **Volume 73**, **Page 680** of the records of Henry County, Ohio and by a certain Land Installment Contract recorded in **Volume 73**, **Page 682** 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 Grantors, 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 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, 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, 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 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 Grantors hereby covenants that they are the true and lawful Owners of the above described real estate and have full power and authority to convey the same and that the same is free and clear from all liens and encumbrances whatsoever and that the Grantors will warrant and defend the title to the said easement against all lawful claims. The Grantors warrant 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: Robert H. Behrman and Marcia C. Behrman, the Grantors, have executed this Perpetual Alienable Utility Easement this day of			
Signed and acknowledged in the presence of:	*		
	Robert H. Behrman		
	Marcia C. Behrman		
STATE OF} COUNTY OF	ss:		
Before me a Notary Public in and for said Cor Behrman and Marcia C. Behrman, the Granto instrument and that same is their free act and	unty, personally appeared the above named, Robert H. ors, who acknowledged that they did sign the foregoing I deed.		
IN TESTIMONY WHEREOF, I have h	nereunto set my hand and seal this day of		
, 200	1.		
(seal)			
	Notary Public		

In Witness Whereof: Larry L. S Perpetual Alienable Utility Easement this	mith and Kelley A. Smith, the Grantors, have executed this, 2001.
Signed and acknowledged in the presence of:	
	Larry L. Smith
	Kelley A. Smith
STATE OF	ss:
Before me a Notary Public in and for said C and Kelley A. Smith, the Grantors, who ack same is their free act and deed.	ounty, personally appeared the above named, Larry L. Smith owledged that they did sign the foregoing instrument and that
IN TESTIMONY WHEREOF, I have	hereunto set my hand and seal this day of
	01,
(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 Verified by:

Joseph R. Kleiner, Napoleon City Engineer
Behrman 09-2001October 5, 2001



A PARCEL OF LAND LOCATED IN THE WEST ONE-HALF (UZ)

OF THE NORTHWEST ONE-QUARTER (1/4) OF SECTION

NINGTEEN (19), TOWN FIVE (5) NORTH, RANGE

SEVEN (7) EAST, LARRISON TOWNSHIP, HENRY

COUNTY, OHIO, AND MORE PARTICULARLY DESCRIDED

AS FOLLOWS:

BEGINNING AT AN FRON PIPE AT THE NORTHENST
COANER OF THE WEST HALF (1/2) OF THE MORTHWEST
QUARTER (1/4) OF SECTION 19, T-5-N, R-7-E, HARRISON
TOWNSHIP, HENRY COUNTY, O HID; THENCE SOO° 57'00" W
AND ALONG THE EAST LINE OF THE WEST HALF (1/2)
A DISTANCE OF 30.00 FEET TO AN FRON PIPE ON THE
SOUTH RIGHT-OF-WAY OF BECKHAM STREET, THENCE

THENCE S 89 37'00"E A DISTANCE OF

140.00 FEET TO THE POINT OF BEGINNING,

THENCE CONTINUE ARONG THIS SAME UNE

\$ 89 37'00"E A DISTANCE OF 139.00 FEET

TO A POINT, THONCE N 00°57'00"E A DISTANCE

OF 10.00 FEET TO A POINT, THONCE N 09°37'00"W

A DISTANCE OF 139.00 FEET TO A POINT,

THENCE \$ 00°57'00"W A DISTANCE OF

10.00 FEET TO THE POINT OF BEGINNING,

CONTAINING 0.032 ACRES OF LAND

MURC OR LESS AND SUSTEET TO AU

LEGAL CASUMONTS AND RESTRICTIONS



# Jarry SMITH

A PARCEL OF LAND LOCATED IN THE WEST ONE-HALF (UZ)

OF THE NORTHWEST ONE-QUARTER (1/4) OF SECTION

NINETEEN (19), TOWN FIVE (5) NORTH, RANGE

SEVEN (7) EAST, HARRISON TOWNSHIP, HENRY

COUNTY, OHIO, AND MORE PARTICULARLY DESCRIDED

AS FOLLOWS:

BEGINNING AT AN FRON PIPE AT THE NORTHERST
COANER OF THE WEST HALF (1/2) OF THE MORTHWEST
QUARTER (1/4) OF SECTION 19, T-5-N, R-7-E, HARRISON
TOWNSHIP, HENRY COUNTY, OHIO; THENCE 500°52'00" W
AND ALONG THE EAST LINE OF THE WEST HALF (1/2)
A PISTANCE OF 30.00 FEET TO AN FRON PIPE ON THE
SOUTH RIGHT-OF-WAY OF BECKHAM STREET, AND ALONG

THUS BEING THE POINT OF BEGINNING, THENCE

STORY 37 00 "VO 589" 37' 00" E A PISTANCE

OF 27900 FEET TO A POINT, THONGE

NO 00° 57' 00" E A PISTANCE OF 10, NO FEET TO

A POINT THENCE N 89" 37'00" W A PISTANCE

OR 279, 00 FEET TO A POINT, THONGE

500° 57' 00" W A DISTANCE OF 10,00 FEET

TO THE POINT OF BEGINNING,

CONTAINING 0,004 ACRES OF LAND MORE OR

LEGS AND GUBTEST TO ALL LEGAL

ENSEMONTS AND RESTRICTIONS OF RECORP.

Know All Men By These Presents: That, Robert H. Behrman, and Marcia C. Behrman, husband and wife, whose tax mailing address is 16224 Road Q-1, Napoleon, Ohio, 43545, and Larry L. Smith and Kelley A. Smith, husband and wife, whose tax mailing address is 709 Beckham, Napoleon, Ohio, 43545, 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, 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 Utility Easement to lay, install, construct, reconstruct, erect, use, repair, supplement, maintain, operate, and/or remove, at any time or times hereafter 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 and housing therefore, towers or poles made of wood, metal or other materials, telephone and telegraph wires, fiber optic cables, telecommunication antennas, props, guys and anchorages, conduits, pedestals, cables, fixtures, surface monuments, manholes, associated pad or pole mounted electronic equipment and cabinetry, pipes, tile, etc), 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 Harrison. County of Henry and State of Ohio, and described as:

A parcel of land located in the east one-half ( $\frac{1}{2}$ ) of the northwest one-quarter ( $\frac{1}{4}$ ) of section nineteen (19), town five (5) north, range seven (7) east, Harrison Township, Henry County, Ohio, and more particularly described as follows:

Beginning at the iron pipe at the northwest corner of the east half (1/2) of the northwest quarter (1/4) of Section 19, T-5-N, R-7-E, Harrison Township, Henry County, Ohio:

thence S 00° 57' 00" W and along the west line of the east half (1/2) a distance of 20.00 feet to an iron pipe on the South right-of-way of Beckham Street,

thus being the point of beginning, thence S 89° 37' 00" E a distance of 140.00 feet to a point, thence S 00° 57' 00" W a distance of 20.00 feet to a point, thence N 89°37' 00" W a distance of 140.00 feet to a point, thence N 00° 57' 00" E a distance of 20.00 feet to the point of beginning.

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The consideration recited herein shall constitute full and final payment for said easement and all damages sustained and/or claimed by the Grantors, their heirs, executors, administrators, successors, and assigns, including but not limited to all damages to the remainder of the 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

# Instrument Volume Page 200100021022 OR 115 1014

limited to those known or unknown, those legal, equitable or otherwise and mose 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, 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, 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 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 Grantors hereby covenants that they are the true and lawful Owners of the above described real estate and have full power and authority to convey the same and that the same is free and clear from all liens and encumbrances whatsoever and that the Grantors will warrant and defend the title to the said easement against all lawful claims. The Grantors warrant 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: Robert H. Behrman and executed this Perpetual Alienable Utility Easement this 2001.	d Marcia C. Behrman, the Grantors, have  ———————————————————————————————————
Signed and acknowledged in the presence of:  Puth Austernalles  Darel Austernalles	Robert H. Behrman
Ruth Austermeller David Raslemette	Marcia C. Behrman  Marcia C. Behrman  200100021022  Filed for Record in HENRY COUNTY OHIO
COUNTY OF HENRY SS:	ARLENE A WALLACE 11-21-2001 11:12 AM. EASEMENT 18.00 OR Volume 115 Page 1013 - 1015
Defens and Aleksia B. (1971)	

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

nent and that same is their free act and deed.

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

NOUSHBERZ, 2001.

Notary Public

DAREL AUSTERMILLER
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES: 10/1/2006

arel no discountly

Page 2 of 3

Instrument Volume Page 200100021022 OR 115 1015

In Witness Whereof. Larry L. Sm Perpetual Alienable Utility Easement this	nith and Kelley A. Smith, the Grantors, have executed this day of, 2001.
Signed and acknowledged in the presence of:	
Auth Consternullar	Larry L. Smith
Naw Cushmulle	
Merch Questermiller	Kelley A. Smith
STATE OF OHIO	200100021022 CITY OF NAPOLEON
COUNTY OF HENRY	ss: CALL - 599-1235
Before me a Notary Public in and for said Cou and Kelley A. Smith, the Grantors, who ackno same is their free act and deed.	unty, personally appeared the above named, Larry L. Smith wledged that they did sign the foregoing instrument and that
	nereunto set my hand and seal this day of
NOUS MBER, 200	1.
(seal)  Accepted by:	Notary Public  DAREL AUSTERMILLER  NOTARY PUBLIC, STATE OF OHIO  MY COMMISSION EXPIRES: 1001/2006
for A. Sosher	13 NOV 01
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 Verified by:

Joseph R. Kleiner, Napoleon City Engineer

Behrman 09-2001October 29, 2001

## CITY OF NAPOLEON

255 RIVERVIEW AVE. NAPÓLEON, OHIO 43545 419-592 4010

NOUZMBER 6, 2001

Larry L Smith and Kelley A. Smith 709 Beckham Napoleon, Ohio 43545

The City of Napoleon, Ohio agrees, as valuable Consideration for a Perpetual Utility Easements upon your property described as in the DEED/OFFICIAL RECORD: Volume 73 Page 680 and Land Installment Contract Volume 73 Page 682 of the records of Henry County.

to pay you BAS HUNDRED FOR AND DOLLARS (\$711) UNION of which One DOLLAR (\$1.00) has been paid.

IT IS FURTHER AGREED THE ROSE OF SHAFTON TREE WILL BE MOVED AND IF DIS WITHIN ONE YEAR IT WILL BE REPLACED.

WILL NOT PAY

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

Dasel Mestarmiller .
Easement Negotiator

1. Sichen

Approved

# Easement Receipt

Easement Description:

Robert H. Behrman & Larry L. Smith

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: \_\_\_\_\_\_\_ no

Records Clerk/Recorder

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

11/14/2001 9:27:53 AM

Know All Men By These Presents: That, Robert H. Behrman, and Marcia C. Behrman, husband and wife, whose tax mailing address is 16224 Road Q-1, Napoleon, Ohio, 43545, and Larry L. Smith and Kelley A. Smith, husband and wife, whose tax mailing address is 709 Beckham, Napoleon, Ohio, 43545, 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, 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 Utility Easement to lay, install, construct, reconstruct, erect, use, repair, supplement, maintain, operate, and/or remove, at any time or times hereafter 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 and housing therefore, towers or poles made of wood, metal or other materials, telephone and telegraph wires, fiber optic cables, telecommunication antennas, props, guys and anchorages, conduits, pedestals, cables, fixtures, surface monuments, manholes, associated pad or pole mounted electronic equipment and cabinetry, pipes, tile, etc), 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 Harrison, County of Henry and State of Ohio, and described as:

A parcel of land located in the east one-half ( $\frac{1}{2}$ ) of the northwest one-quarter ( $\frac{1}{2}$ ) of section nineteen (19), town five (5) north, range seven (7) east, Harrison Township, Henry County, Ohio, and more particularly described as follows:

Beginning at the iron pipe at the northwest corner of the east half ( $\frac{1}{2}$ ) of the northwest quarter ( $\frac{1}{4}$ ) of Section 19, T-5-N, R-7-E, Harrison Township, Henry County, Ohio:

thence S 00° 57' 00" W and along the west line of the east half (1/2) a distance of 20.00 feet to an iron pipe on the South right-of-way of Beckham Street,

thus being the point of beginning, thence S 89° 37' 00" E a distance of 140.00 feet to a point, thence S 00° 57' 00" W a distance of 20.00 feet to a point, thence N 89°37' 00" W a distance of 140.00 feet to a point, thence N 00° 57' 00" E a distance of 20.00 feet to the point of beginning.

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In Witness Whereof: Robert I executed this Perpetual Alienable Utility E 2001.	H. Behrman and Marci asement this	a C. Behrman, the Grantors, have day of
Signed and acknowledged in the presence of:		
		Robert H. Behrman
V		
		Marcia C. Behrman
STATE OF	ss:	
Before me a Notary Public in and for said Behrman and Marcia C. Behrman, the Grainstrument and that same is their free act a	antors, who acknowled	peared the above named, Robert H. ged that they did sign the foregoing
IN TESTIMONY WHEREOF, I have	ve hereunto set my ha	nd and seal this day of
	2001.	•
(seal)		
		Notary Public

In Witness Whereof: Larry L. Smith and Kelley Perpetual Alienable Utility Easement this day of	A. Smith, the Grantors, have executed this of, 2001.
Signed and acknowledged in the presence of:	× ×
	ran
	Larry L. Smith
	Kelley A. Smith
STATE OF	
COUNTY OF ss:	
Before me a Notary Public in and for said County, personally and Kelley A. Smith, the Grantors, who acknowledged that to same is their free act and deed.	y appeared the above named, Larry L. Smith hey did sign the foregoing instrument and that
IN TESTIMONY WHEREOF, I have hereunto set m	y hand and seal this day of
, 2001.	
(seal)	
	Notary Public
Accepted by:	
Dr. Jon A. Bisher, City Manager	Date
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 Verified by: Joseph R. Kleiner, Napoleon City Engineer Behrman 09-2001October 29, 2001

Know All Men By These Presents: That, Robert H. Behrman, and Marcia C. Behrman, husband and wife, whose tax mailing address is 16224 Road Q-1, Napoleon, Ohio, 43545, and Larry L. Smith and Kelley A. Smith, husband and wife, whose tax mailing address is 709 Beckham, Napoleon, Ohio, 43545, 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, 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 Utility Easement to lay, install, construct, reconstruct, erect, use, repair, supplement, maintain, operate, and/or remove, at any time or times hereafter 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 and housing therefore, towers or poles made of wood, metal or other materials, telephone and telegraph wires, fiber optic cables, telecommunication antennas, props, guys and anchorages, conduits, pedestals, cables, fixtures, surface monuments, manholes, associated pad or pole mounted electronic equipment and cabinetry, pipes, tile, etc), 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 Harrison, County of Henry and State of Ohio, and described as:

A parcel of land located in the west one-half (½) of the northwest one-quarter (¼) of section nineteen (19), town five (5) north, range seven (7) east, Harrison Township, Henry County, Ohio, and more particularly described as follows:

Beginning at the iron pipe at the northeast corner of the west half (½) of the northwest quarter (¼) of Section 19, T-5-N, R-7-E, Harrison Township, Henry County, Ohio;

thence S 00° 57' 00" W and along the east line of the West half (1/2) a distance of 30.00 feet to an iron pipe on the South right-of-way of Beckham Street,

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Jarry SMITH
Behrman

A PARCEL OF LAND LOCATED IN THE WEST ONE-HALF (1/2)

OF THE NORTHWEST ONE-QUARTER (1/4) OF SECTION

NINETEEN (19), TOWN FIVE (5) NORTH, RANGE

SEVEN (7) EAST, HARRISON TOWNSHIP, HENRY

COUNTY, OHIO, AND MORE PARTICULARLY DESCRIDED

AS FOLLOWS:

BEGINNING AT AN TROW PIPE AT THE NORTHERST COANER OF THE WEST HACF (1/2) OF THE NORTHWEST QUARTER (1/4) OF SECTION 19, T-5-N, R-7-E, HARRISON TOWNSHIP, HENRY COUNTY, OHIO; THENCE SOO° 50'OO" W AND ALONG THE EAST LINE OF THE WEST HALF (1/2) A PISTANCE OF 30.00 FEET TO AN FRON PIPE ON THE SOUTH RIGHT-OF-WAY OF BECKHAM STREET, ALCOHOLD

THUS BEING THE POINT OF BEGINNING, THENCE

SHE STON TO SON SON SON SON SON PERT TO A POINT, THONLE

OF 279,00 FEST TO A POINT, THONLE

N 00° 57' 00" E A PISTANCE OF 10,00 FEST TO

A POINT THENCE N 89° 37'00" WA DISTANCE OF 140.00

OF 279.00 FEST TO A POINT, THONCE

SU0° 57' 00" WA DISTANCE OF 10.00 FEST

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CONTAINING 0,044 ALRES OF LAND MORE OR

LEGS AND SUBTECT TO ALL LEGAL

EASEMONTS AND RESTRICTIONS OF RECORD.

Instrument Volume Page 200000010710 DR 73 680

# Survivorship Deed

Robert Behrman, aka Robert H. Behrman, and Marcia C. Behrman, husband and wife, of Henry County, Ohio, for valuable consideration paid, grant with general warranty covenants, to Robert H. Behrman and Marcia C. Behrman, for their joint lives, remainder to the survivor of them, whose tax-mailing address is 16224 Road Q-1, Napoleon, OH 43545, the following REAL PROPERTY.

#### Parcel #1 Permanent Parcel No: 24-199331.0040

A parcel of land located in Part of Lot One (1) and Lot Number Two (2) of Latta Subdivision, located in part of the East Half (1/2) of the Northwest Quarter (1/4) of Section 19, T-5-N, R-7-E, Harrison Township, City of Napoleon, Henry County, Ohio, and more particularly described as follows:

Beginning at a point a distance of 20.00 feet S 0 degrees 57'00" W of the northwest corner of the East Half (1/2) of the Northwest Quarter (1/4) of said Section 19;

thence S 89 degrees 37'00" E a distance of 279.00 feet to a point,

thence S 0 degrees 57'00" W a distance of 10.00 feet to an iron pin, thence continuing on said line a distance of 207.00 feet to an iron pin,

thence S 89 degrees 37'00" E a distance of 25.00 feet to an iron pin, thence continuing on said line a distance of 13.00 feet to a point,

thence S 5 degrees 31' W along the centerline of Hog Creek a distance of 54.64 feet to point,

thence S 25 degrees 39' W a distance of 75.19 feet to a point,

thence S 26 degrees 52' W a distance of 123.72 feet to a point,

TUTBLANX REGISTERED U. S. PATENT OFFICE

Instrument Volume Page 200000010711 DR 73 682 C 200000010711 DR 73 682 Filed for Record in HENRY COUNTY UHID ARLENE A WALLACE On 07-18-2000 At 02:39 pm. LAND CONTRA 22.00 GR Volume 73 Page 682 - 685

# Land Installment Contract

This Agreement, entered into at Napoleon, Ohio, by and between Robert H. Behtman and Marcia C. Behtman, husband and wife, 16224 Road Q-1, Napoleon, Ohio 43545, hereinaster called the VENDORS, and Latey L. Smith and Kelley A. Smith, whose tax-mailing address is 709 Beckham, Napoleon, OH 43545, hereinaster called the VENDEES.

20000010711 JOHN DUNOVAN PICK UP

#### Witnesseth:

That in consideration of the mutual promises of the parties herein contained, the VENDORS agree to sell and convey, and the VENDEES agree to purchase and pay for, upon and under the provisions, terms and conditions herein expressed the following described real property, situated in the County of Henry, and State of Ohio and known as:

#### Permanent Parcel No: 24-199331.0020

A parcel of land located in Lot Number One (1) of Latta Subdivision, located in part of the East Half (1/2) of the Northwest Quarter (1/4) of Section 19, T-5-N, R-7-E, Harrison Township, City of Napoleon, Henry County, Ohio, and more particularly described as follows:

Beginning at a point a distance of 30.00 feet S 0 degrees 57'00" W of the northwest corner of the East Half (1/2) of the Northwest Quarter (1/4) of said Section 19; thence S 89 degrees 37'00" E a distance of 115.00 feet to an iron pin, thence S 0 degrees 57'00" W a distance of 207.00 feet to an iron pin, thence N 89 degrees 37'00" W a distance of 115.00 feet to an iron pin, thence N 0 degrees

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TUTBLANX REGISTERED U.S. PATENT OFFICE

Instrument Volume Page 200000010711 DR 73 682 200000010711 pt Filed for Record in HENRY COUNTY UHIO ARLENE A WALLACE On 07-18-2000 At 02:39 pm. LAND CONTRA 22:00 OR Volume 73 Page 682 - 685

# Land Installment Contract

This Agreement, entered into at Napoleon, Ohio, by and between Robert H. Beheman and Marcia C. Beheman, husband and wife, 10224 Road Q-1, Napoleon, Ohio 43545, hereinafter called the VENDORS, and Larry L. Smith and Kelley A. Smith, whose tax-mailing address is 709 Beckham, Napoleon, OH 43545, hereinafter called the VENDEES.

200000010711 JOHN DUNOVAN PICK UP

#### Witnesseth:

That in consideration of the mutual promises of the parties herein contained, the VENDORS agree to sell and convey, and the VENDEES agree to purchase and pay for, upon and under the provisions, terms and conditions herein expressed the following described real property, situated in the County of Henry, and State of Ohio and known as:

## Permanent Parcel No: 24-199331.0020

A parcel of land located in Lot Number One (1) of Latta Subdivision, located in part of the East Half (1/2) of the Northwest Quarter (1/4) of Section 19, T-5-N, R-7-E, Harrison Township, City of Napoleon, Henry County, Ohio, and more particularly described as follows:

Beginning at a point a distance of 30.00 feet S 0 degrees 57'00" W of the northwest corner of the East Half (1/2) of the Northwest Quarter (1/4) of said Section 19; thence S 89 degrees 37'00" E a distance of 115.00 feet to an iron pin, thence S 0 degrees 57'00" W a distance of 207.00 feet to an iron pin, thence N 89 degrees 37'00" W a distance of 115.00 feet to an iron pin, thence N 0 degrees 57'00" E along the west line of the East Half (1/2) of the Northwest Quarter (1/4) of

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FORM 505

TUTBLANX REGISTERED U. S. PATENT OFFICE

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Instrument Valume Page 200000010710 DR 73 680

# Burbiborship Deed

Robert Behrman, aka Robert H. Behrman, and Marcia C, Behrman, husband and wife, of Henry County, Ohio, for valuable consideration paid, grant with general warranty covenants, to Robert H. Behrman and Marcia C. Behrman, for their joint lives, remainder to the survivor of them, whose tax-mailing address is 16224 Road Q-1, Napoleon, OH 43545, the following REAL PROPERTY.

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thence S 89 degrees 37'00" Ea distance of 279.00 feet to a point,

thence S 0 degrees 57'00" W a distance of 10.00 feet to an iron pin, thence continuing on said line a distance of 207.00 feet to an iron pin, thence S 89 degrees 37'00" Ea distance of 25.00 feet to an iron pin, thence continuing on said line a distance of 13.00 feet to a point,

thence S 5 degrees 31' W along the centerline of Hog Creek a distance of 54.64 feet to point,

thence S 25 degrees 39' W a distance of 75,19 feet to a point,

thence S 26 degrees 52' W a distance of 123.72 feet to a point,

thence S3 degrees 42' Wa distance of 113.74 feet to a point,

thence S 10 degrees 12' Wa distance of 95.27 feet to a point,

Mapping Dept. By The Done 1/17/000

Instrument Volume Page 200000010710 OR 73 66 200000010710 OF Filed for Record in HENRY CUUNTY OHIO ON OF-18-2000 OF 02:39 pm.

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Parcel #2 Permanent Parcel No. 24-199331,0020

A parcel of land located in Lot Number One (1) of Latta Subdivision, kecated in part of the East Half (1/2) of the Northwest Quarter (1/4) of Section 19, T-5-N, R-7-E, Harrison Township, City of Napoleon, Henry County, Ohio, and more particularly described as follows:

Beginning at a point a distance of 30.00 feet S 0 degrees 57.00" W of the northwest corner of the East Half (1/2) of the Northwest Quarter (1/4) of said Section 19, thence S 89 degrees 37'00" Ea distance of 115.00 feet to an iron pin, thence S 0 degrees 57'00" W a distance of 207.00 feet to an iron pin, thence N 89 degrees 37'00" W a distance of 115.00 feet to an iron pin, thence N 0 degrees 57′60" Ealong the west line of the East Half (1/2)of the Northwest Quarter (1/4) of said Section 19 a distance of 207.00 feet to  $z_i$  iron pin, said point being the point of beginning. Containing 0.546 acre of land, more or less, and subject to all legal easements and restrictions of record.

PRIOR INSTRUMENT REFERENCE: Volume 216, Fage 285, Deed Records and Volume 70, Page 39, Official Records, Henry County, Ohio.

In Witness Whereof, we have hereunto set our haids this 17th day of July, 2000.

SIGNED AND ACKNOWLEDGED IN THE PRESENCE OF:

Robert Behrman, aka Robert H. Behrman

Opn Donovac

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Marcia C. Behrman 200000010710 JOHN DUNDVAN PICK UP

, 66.

STATE OF OHIO

County of HENRY