

PERPETUAL UTILITY EASEMENT

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 (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 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,

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/Official 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 9th day of NOVEMBER, 2001.

Signed and acknowledged in the presence of:

Ruth Austermilller
Darel Austermilller
Ruth Austermilller
Darel Austermilller

Robert H. Behrman
Robert H. Behrman

Marcia C. Behrman
Marcia C. Behrman

STATE OF OHIO
COUNTY OF HENRY

ss:

200100021021
Filed for Record in
HENRY COUNTY OHIO
ARLENE A WALLACE
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.

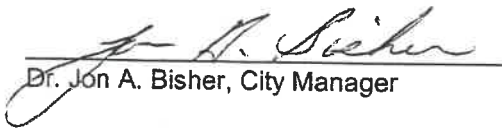
IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 9th day of NOVEMBER, 2001.



Darel Austermilller
Notary Public

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

Accepted by:


Dr. Jon A. Bisher, City Manager

13 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*

Bchirman only 09-2001 October 29, 2001

200100021021
CITY OF NAPOLEON
CALL - 599-1235

242

CITY OF NAPOLEON

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

APR 10, 2001

ROBERT H. BEKIRMAN
16224 ROAD 1
NAPOLEON, 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 (\$ 1.00)
of which One DOLLAR (\$ 1.00) has been paid.

IT IS FURTHER AGREED IF THE
LARGE TREES DIE WITHIN 2 YR DUE
TO CONSTRUCTION THE CITY WILL REMOVE
THEM.

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

David M. Rostrom
Easement Negotiator

Approved

J. S. Baker

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: _____

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

PERPETUAL UTILITY EASEMENT

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:

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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.

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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

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 _____, 2001.

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 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 _____ 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 200000010711 OR Volume Page
73 682
200000010711
Filed for Record in
HENRY COUNTY OHIO
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. Behrman and Marcia C. Behrman*, 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 BUNOVAN
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 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 described 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 corner of the East Half (1/2) of the Northwest Quarter (1/4) of said Section 19; thence S 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

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, Harrison 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, Harrison 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 October 15, 2001 Name Robert H. Behrman & Marcia C. Behrman
RE Location Perpetual Easement W 1/2 & NW 1/4 of Section 19, Harrison Twp, Henry County, Ohio

Vol. 140 Page 460 Harry M. Pontius Grantor

Instrument TO Henry W. Meyer Grantee

WD Description 6.75 acre tract of land in NW part of E 1/2 of NW 1/4 of Section 19, Harrison Twp, HC, OH

Signed 11-1-1943 Filed 11-2-1943 at 1:20 P. M. Recorded 11-2-1943

Vol. 172 Page 72 Henry W. Meyer, deceased (8-5-60 DOD) Grantor

Instrument TO Thelma M. Sonnenberg & Albert Sonnenberg Grantee A

Cert. Trans. Description und. 1/2 interest of each of them 6.25 ac tract of land in NW part of E 1/2 of NW 1/4 of Section 19, Harrison Twp, HC, Ohio

Signed 4-7-1961 Filed 4-11-61 at 2:19 P. M. Recorded 4-11-61

Vol. 190 Page 841 Albert Sonnenberg & Thelma M. Sonnenberg H & W Grantor A

Instrument TO Donald R. Annis & Carl A. Annis Grantee A

WD Description 6.25 acre tract of land in NW part of E 1/2 of NW 1/4 of Section 19, Harrison Twp, HC, Ohio

Signed 6-28-68 Filed 6-28-68 at 12:07 P. M. Recorded 7-5-68

Vol. 197 Page 838 Donald R. Annis & Carl A. Annis H & W Grantor A

Instrument TO Billy L. Latta & Susan E. Latta Grantee A

WD Description 6.25 acre tract of land in NW part of E 1/2 of NW 1/4 of Section 19, Harrison Twp, HC, Ohio

Signed 11-8-71 Filed 11-12-71 at 1:48 P. M. Recorded 11-19-71

Vol. Page Latta Subdivision Plat Grantor

Instrument TO Grantee

Slide
141 Description 6.25 acre tract subdivided into Lot #1 - 0.762 acres and Lot #2 - 4.629 acres

Signed 7-31-78 Filed M. Recorded 8-18-78

Page #2 Name Robert H. Behrman + Marcia C. Behrman
Misc Vol. 13 Page 146 Annexation of Latta Subdivision Grantor
Instrument TO to the City of Napoleon, Ohio Grantee
Petition + Resolution Description Petition + Resolution of Annexation

Signed 5-7-79 Filed 5-15-79 at 2:50 P. M. Recorded 5-18-79

Vol. 216 Page 285 Billy L. Latta + Susan E. Latta H + W Grantor
Instrument TO Robert Behrman Grantee
WD Description Lat # 2 Latta Subdivision (4.629 acres)

Signed 9-8-1978 Filed 9-11-78 at 3:30 P. M. Recorded 9-15-78

Vol. 241 Page 825 Billy L. Latta + Susan E. Latta, H + W Grantor
Instrument TO Virginia Emma Cruz FKA Virginia Emma Pineda Grantee
WD Description Lat # 1 Latta Subdivision (.698 acres) executed & delivered

per pursuant to a Land Contract signed 5-5-86
Signed 9-19-1989 Filed 9-22-89 at 4:14 P. M. Recorded 9-22-89

Vol. 261 Page 19 Detachment and continued Annexation of certain Grantor
Instrument TO lands currently within the Napoleon Municipal Grantee
Detachment Description Limits + Harrison Trp. - to keep Latta Sub. annexed
into the City of Napoleon

Signed 8-26-96 Filed 9-26-96 at 9:18 A. M. Recorded 9-26-96

Vol. 70 Page 39 Marcia C. Cruz, Executor of Estate of Virginia E. Cruz, Grantor
AKA Virginia Emma Cruz + FKA Virginia Emma Pineda
Instrument TO Robert H. Behrman + Marcia C. Behrman, H + W, JWROS Grantee
Fiduciary Deed Description Lat # 1 Latta Sub.

Signed 5-5-2000 Filed 5-8-2000 at 3:27 P. M. Recorded 5-8-2000

Page #3 Name Robert H. Behrman & Marcia C. Behrman

Vol. 73 Page 680 Robert Behrman AKA Robert H. Behrman & Marcia C. Behrman ^{H&W} Grantor S

Instrument TO Robert H. Behrman & Marcia C. Behrman, H&W, JWROS Grantee S

WD Description Parcel #1 - part of Lots 1 & 2 of Hotta Subdivision 4.78 acres
and Parcel #2 - part of Lot 1 Hotta Sub. .546 acres of land

Signed 7-17-2000 Filed 7-18-00 at 2:39 P.M. Recorded 7-18-2000

Vol. 73 Page 682 Robert H. Behrman & Marcia C. Behrman ^{H&W} Grantor

Instrument TO Larry L. Smith & Kelly A. Smith Grantee

Hand Contract Description 0.546 acres part of Lot 1 Hotta Sub.

Signed 7-17-2000 Filed 7-18-2000 at 2:39 P.M. Recorded 7-18-2000

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, 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:

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thence S 00° 57' 00" W and along the ^{WEST} east line of the ^{EAST} west half (1/2) a distance of ²⁰ 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 ^S continue along ^W 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,

^{0.64} Containing a 0.032 acres of land more or less and subject to all legal easements and restrictions of record.

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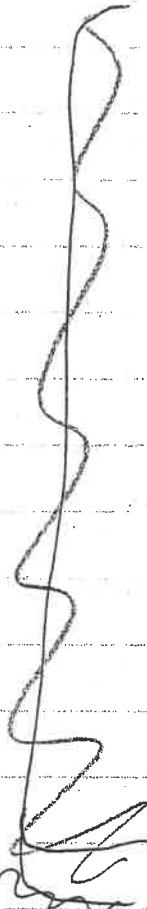
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The consideration recited herein shall constitute full and final payment for said easement and all damages sustained and/or claimed by the Grantors, their heirs, executors, administrators, successors, and assigns, including but not limited to all damages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

~~XXXXXXXXXX~~

ROBERT BEHRMAN

ONLY



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 DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIPE AT THE NORTHEAST CORNER OF THE WEST HALF ($1/2$) OF THE NORTHWEST QUARTER ($1/4$) OF SECTION 19, T-5-N, R-7-E, HARRISON TOWNSHIP, HENRY COUNTY, OHIO; THENCE $S 00^{\circ} 57' 00'' W$ 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~~

THENCE $S 89^{\circ} 37' 00'' E$ A DISTANCE OF 140.00 FEET TO THE POINT OF BEGINNING, THENCE CONTINUE ALONG THIS SAME LINE $S 89^{\circ} 37' 00'' E$ A DISTANCE OF 139.00 FEET TO A POINT, THENCE $N 00^{\circ} 57' 00'' E$ A DISTANCE OF 10.00 FEET TO A POINT, THENCE $N 89^{\circ} 37' 00'' W$ A DISTANCE OF 139.00 FEET TO A POINT, THENCE $S 00^{\circ} 57' 00'' W$ A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING,

CONTAINING 0.032 ACRES OF LAND MORE OR LESS AND SUBJECT TO ALL LEGAL EASEMENTS AND RESTRICTIONS OF RECORD.

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 a 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 S 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 restrictions of record.

Instrument 200000010710 OR Volume 73 Page 681
 Filed for Record in HENRY COUNTY OHIO
 ARLENE A WALLACE
 On 07-18-2000 At 02:39 pm.
 SURV DEED 14.00
 OR Volume 73 Page 680 - 681

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, 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.

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:

John Donovan
Notary Public

Robert Behrman
 Robert Behrman, aka Robert H. Behrman
Marcia C. Behrman
 Marcia C. Behrman

STATE OF OHIO)
) SS:
 County of HENRY)

200000010710
 JOHN DONOVAN
 PICK UP

Be 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 Whereof, I have hereunto subscribed my name and affixed my official seal on the day and year aforesaid.

John Donovan
 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, Ohio 43545
 Phone: (419) 599-1936



AUDITORS OFFICE
 TRANSFERRED
 JUL 18 2000

Ida J. Baetelman
 HENRY CO. AUDITOR

41.00
 This Conveyance has been examined and the Grantor has complied with Section 319.202 of the Revised Code.
 FEE \$
 EXEMPT
 IDA J. BAETELMAN, County Auditor

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, Harrison 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, Harrison 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

PERPETUAL UTILITY EASEMENT

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 (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/Official 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 _____, 2001.

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 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 _____ day of _____, 2001.

(seal)

Notary Public

In Witness Whereof: Larry L. Smith and Kelley A. Smith, the Grantors, have executed this Perpetual Alienable Utility Easement this _____ day of _____, 2001.

Signed and acknowledged
in the presence of:

Larry L. Smith

Kelley A. Smith

STATE OF _____ }
COUNTY OF _____ }

ss:

Before me a Notary Public in and for said County, personally appeared the above named, Larry L. Smith and Kelley A. Smith, 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 _____ 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 09-2001 October 5, 2001

~~XXXXXXXXXX~~ ROBERT 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 DESCRIBED AS FOLLOWS:

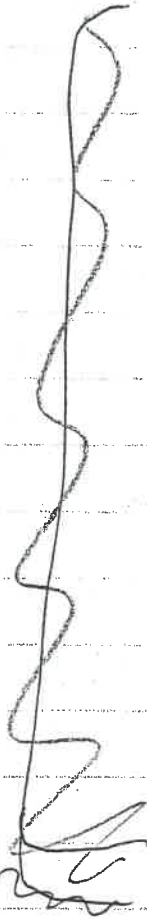
BEGINNING AT AN IRON PIPE AT THE NORTHEAST CORNER OF THE WEST HALF ($1/2$) OF THE NORTHWEST QUARTER ($1/4$) OF SECTION 19, T-5-N, R-7-E, HARRISON TOWNSHIP, HENRY COUNTY, OHIO; THENCE $S 00^{\circ} 57' 00'' W$ AND ALONG THE EAST LINE OF THE WEST HALF ($1/2$) A DISTANCE OF 30.00 FEET TO AN IRON PIPE ON THE SOUTH RIGHT-OF-WAY OF BECKHAM STREET, ~~THENCE~~

THENCE $S 89^{\circ} 37' 00'' E$ A DISTANCE OF 140.00 FEET TO THE POINT OF BEGINNING, THENCE CONTINUE ALONG THIS SAME LINE $S 89^{\circ} 37' 00'' E$ A DISTANCE OF 139.00 FEET TO A POINT, THENCE $N 00^{\circ} 57' 00'' E$ A DISTANCE OF 10.00 FEET TO A POINT, THENCE $N 89^{\circ} 37' 00'' W$ A DISTANCE OF 139.00 FEET TO A POINT, THENCE $S 00^{\circ} 57' 00'' W$ A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING,

CONTAINING 0.032 ACRES OF LAND MORE OR LESS AND SUBJECT TO ALL LEGAL EASEMENTS AND RESTRICTIONS OF RECORD.

~~XXXXXXXXXX~~

19 BECKHAM
Larry SMITH



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 DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIPE AT THE NORTHEAST CORNER OF THE WEST 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 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~~

THUS BEING THE POINT OF BEGINNING, THENCE ~~S 89° 37' 00" W~~ ^{140.00} S 89° 37' 00" E A DISTANCE OF ~~279.00~~ 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 ^{140.00} ~~279.00~~ FEET TO A POINT, THENCE S 00° 57' 00" W A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING,

CONTAINING 0.⁰³²~~064~~ ACRES OF LAND MORE OR LESS AND SUBJECT TO ALL LEGAL EASEMENTS AND RESTRICTIONS OF RECORD.

PERPETUAL UTILITY EASEMENT

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 (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 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.

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 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 9th day of NOVEMBER, 2001.

Signed and acknowledged in the presence of:

Ruth Austermiller

Darel Austermiller

Ruth Austermiller

Darel Austermiller

Robert H. Behrman
Robert H. Behrman

Marcia C. Behrman
Marcia C. Behrman

STATE OF OHIO
COUNTY OF HENRY

ss:

200100021022 ✓^{XV}
Filed for Record in
HENRY COUNTY OHIO
ARLENE A WALLACE
11-21-2001 11:12 AM.
EASEMENT 18.00
OR Volume 115 Page 1013 - 1015

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 9th day of NOVEMBER, 2001.



Darel M. Austermiller
Notary Public
DAREL AUSTERMILLER
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES: 10/1/2006

In Witness Whereof: Larry L. Smith and Kelley A. Smith, the Grantors, have executed this Perpetual Alienable Utility Easement this 6th day of NOVEMBER, 2001.

Signed and acknowledged in the presence of:

Ruth Austermilller

Larry L. Smith
Larry L. Smith

Darel Austermilller

Ruth Austermilller

Kelley A. Smith
Kelley A. Smith

Darel Austermilller

STATE OF OHIO
COUNTY OF HENRY

ss:

200100021022
CITY OF NAPOLEON
CALL - 599-1235

Before me a Notary Public in and for said County, personally appeared the above named, Larry L. Smith and Kelley A. Smith, 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 6th day of NOVEMBER, 2001.



Accepted by:

Darel M. Austermilller
Notary Public
DAREL AUSTERMILLER
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES: 10/1/2006

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

13 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 09-2001 October 29, 2001

CITY OF NAPOLEON

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

NOVEMBER 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 ~~BASE HUNDRED FOR ONE~~ DOLLARS (\$~~100~~⁰⁰) of which One DOLLAR (\$ 1.00) has been paid.

IT IS FURTHER AGREED THE ROSE OF SHAFON FREE WILL BE MOVED AND IF DIES WITHIN ONE YEAR IT WILL BE REPLACED.

WILL NOT PAY
NO LAND CONTRACT
UNTIL THEY OWN
LAND
JR/K

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

David Gustamiller
Easement Negotiator

Approved

J. D. Fisher

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: _____

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

PERPETUAL UTILITY EASEMENT

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 (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 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.

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/Official 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 _____, 2001.

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 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 _____ day of _____, 2001.

(seal)

Notary Public

In Witness Whereof: Larry L. Smith and Kelley A. Smith, the Grantors, have executed this Perpetual Alienable Utility Easement this _____ day of _____, 2001.

Signed and acknowledged
in the presence of:

Larry L. Smith

Kelley A. Smith

STATE OF _____ }
COUNTY OF _____ }

ss:

Before me a Notary Public in and for said County, personally appeared the above named, Larry L. Smith and Kelley A. Smith, 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 _____ 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 09-2001 October 29, 2001

PERPETUAL UTILITY EASEMENT

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} 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 described as follows:

Beginning at the iron pipe at the ^{WEST} northeast ^{EAST} corner of the west 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} east line of the ^{EAST} West half (1/2) a distance of ~~30.00~~ ^{20.00} feet to an iron pipe on the South right-of-way of Beckham Street,

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

Containing a ^{.064} 0.032 acres of land more or less and subject to all legal easements and restrictions of record.

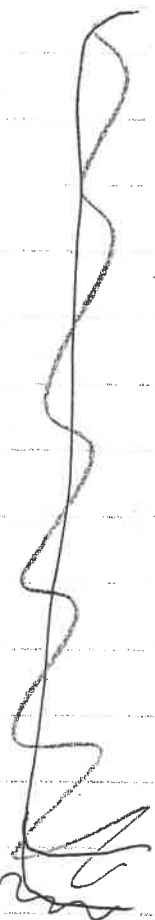
The Grantors claim title to the above described property by virtue of deed and documents recorded in Deed/Official Record **Volume 73, Page 680** of the records of Henry County, Ohio and by a certain Land Installment Contract recorded in **Volume 73, Page 682** of the records of Henry County, Ohio.

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

~~XXXXXXXXXX~~

09 BECKHAM
Larry 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 DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIPE AT THE NORTHEAST CORNER OF THE WEST HALF (1/2) OF THE NORTHWEST QUARTER (1/4) OF SECTION 19, T-5-N, R-7-E, HARRISON TOWNSHIP, HENRY COUNTY, OHIO; THENCE $S 00^{\circ} 57' 00'' W$ 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~~

THUS BEING THE POINT OF BEGINNING, THENCE ~~$S 89^{\circ} 37' 00'' W$~~ $S 89^{\circ} 37' 00'' E$ A DISTANCE OF $\frac{140.00}{279.00}$ FEET TO A POINT, THENCE $N 00^{\circ} 57' 00'' E$ A DISTANCE OF 10.00 FEET TO A POINT, THENCE $N 89^{\circ} 37' 00'' W$ A DISTANCE OF $\frac{140.00}{279.00}$ FEET TO A POINT, THENCE $S 00^{\circ} 57' 00'' W$ A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING,

CONTAINING 0.032 ACRES OF LAND MORE OR LESS AND SUBJECT TO ALL LEGAL EASEMENTS AND RESTRICTIONS OF RECORD.

Instrument Volume Page
200000010710 OR 73 680Survivorship 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 a 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,

APPROVED
Mapping Dept. By CMG Date 7/17/02

Instrument Volume Page
200000010711 OR 73 682
C 200000010711
Filed for Record in
HENRY COUNTY OHIO
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. Behrman and Marcla C. Behrman*, husband and wife, 16224 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 BUNOVAN
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

APPROVED
Mapping Dept. By: [Signature] Date: 7/17/00

TUTBLANX REGISTERED U. S. PATENT OFFICE
TITTLE, LAW, PRINT, PUBLISHERS, BUTLAND, VT 05702

Instrument 200000010711 OR Volume Page 73 682
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Filed for Record in
HENRY COUNTY OHIO
ARLENE A WALLACE
On 07-18-2000 At 02:39 pm.
LAND CONTRA 22.00
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200000010711
JOHN DUNOVAN
PICK UP

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APPROVED
Mapping Dept. By: [Signature] Date: 7/17/00

Subdivisorship 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 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 a 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,

APPROVED CNG
Mapping Dept. By [Signature] Date 7/17/00

Instrument 200000010710 OR 73 681
Volume Page

200000010710 ✓ 77
Filed for Record in
HENRY COUNTY OHIO
ARLENE A WALLACE
On 07-18-2000 At 02:39 pm.
SURV DEED 14.00
OR Volume 73 Page 680 - 681

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, Ohio, and more particularly described as follows:

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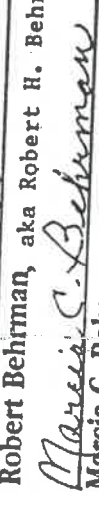
PRIOR INSTRUMENT REFERENCE: Volume 216, Page 285, Deed Records and Volume 70, Page 39, Official Records, Henry County, Ohio.

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

SIGNED AND ACKNOWLEDGED
IN THE PRESENCE OF:


John Donora

Marcia C. Behrman


Robert Behrman, aka Robert H. Behrman

Marcia C. Behrman

STATE OF OHIO)
County of HENRY) SS:
)

200000010710
JOHN DUNOVAN
PICK UP