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200900076833  
Filed for Record in  
HENRY COUNTY OHIO  
SARA L MYLES  
10-06-2009 At 02:44 PM.  
EASEMENT 44.00  
OR Volume 247 Page 1 - 4  
200900076833  
CITY OF NAPOLEON  
PICK UP

## PERPETUAL EASEMENT

**KNOW ALL MEN BY THESE PRESENTS:** That, Bert A. Poth and Donna M. Poth, husband and wife, "Grantors", whose tax mailing address is 911 W. Graceway, Napoleon, Ohio, 43545, 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, its Storm Sewer (drainage), being considered for the purpose of this easement, a "Utility". The aforementioned Utility for the purpose of this Easement consist of one or more pipes, metering equipment, and appurtenances, all the aforementioned being above and below ground with extensions therefrom, in, on, through, over and/or under the below described lands, with the right of ingress to and egress from and over said premises (real estate) situated in the County of Henry and State of Ohio, and described as:

SEE ATTACHED EXHIBIT "A", INCORPORATED HERETO.

SEE ATTACHED EXHIBIT "B", INCORPORATED HERETO FOR ILLUSTRATION PURPOSES ONLY.

**SUBJECT TO ALL LEGAL HIGHWAYS, EASEMENTS, ZONING REGULATIONS, AND RESTRICTIONS OF RECORD.**

The Grantors claims title to the above described property by virtue of a deed record recorded in Deed Records **VOLUME 260 AT PAGE 31** 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 locations which will not unreasonably interfere with any reasonable use the 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 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 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, Grantee agrees to restore the grounds by seeding and leveling. 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 Grantors.

TO HAVE AND TO HOLD said Easement, together with all rights and privileges belonging thereto unto the Grantee and its successors and assigns forever. This Easement together with all agreements, covenants, and other provisions recited herein, shall constitute a covenant running with the land for the benefit and use of the Grantee, its successors and assigns forever.

The Grantors hereby covenant that they are the true and lawful Owners of the above described real estate and has full power and authority to convey the same; 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.


Executed By: Bert A. Poth and Donna M. Poth, Grantors, this 24th day of September, 2009.

Bert A Poth  
Bert A. Poth  
Donna M. Poth  
Donna M. Poth

STATE OF OHIO }  
                          }     ss:  
COUNTY OF HENRY }

Before me a Notary Public in and for said County, personally appeared the above named, Bert A. Poth and Donna M. Poth, the Grantors, who acknowledged they did sign the foregoing instrument and that the same is their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 24th day of September, 2009.

(Seal)  OFFICIAL SEAL  
ROXANNE DIETRICH  
NOTARY PUBLIC, STATE OF OHIO  
MY COMMISSION EXPIRES 6-23-2012  
Roxanne Dietrich  
Notary Public

ACCEPTED BY:

Jon A. Bisher  
Jon A. Bisher, City Manager

28 SEP 09  
Date

THIS INSTRUMENT PREPARED AND APPROVED BY:

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

EASEMENT DESCRIPTION PREPARED BY:

Feller Finch & Associates, Inc.  
P.O. Box 68, Maumee, Ohio 43537-0068

LEGAL DESCRIPTION VERIFIED BY:

Chad Lulfs P.S. P.E., Napoleon Engineer

AUDITORS OFFICE  
NOT TRANSFERRED

OCT 06 2009

Henry Co. Auditor  
HENRY CO. AUDITOR

**Exhibit "A"**

April 28, 2009

10' Wide Permanent Drainage Easement  
Bert A. Poth and Donna M. Poth  
911 W. Graceway

Being a parcel of land in the City of Napoleon, Henry County, Ohio, being bounded and described as follows:


The West ten (10.00) feet of a parcel of land as recorded in Volume 260, Page 31, Henry County Deed Records, subject to any and all leases, easements and restrictions of record. Being the same as shown on the plans for Contract No. 2008-36, West and East Graceway Drive Sewer Improvements, prepared by Feller, Finch & Associates, Inc., on file with the City of Napoleon.

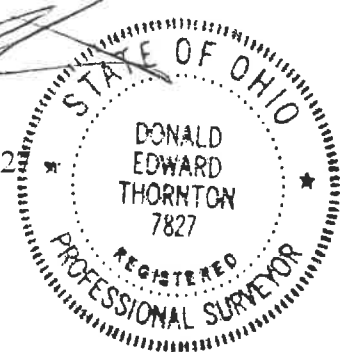
Said parcel of land recorded in Volume 260, Page 31, Henry County Deed Records being described as follows:

Lot number twenty-five (25) in Richter's Third Addition to the City of Napoleon, Henry County, Ohio, excepting therefrom the North ten (10.00) feet and the South seven (7.00) feet, subject to easements and restrictions of record.

Prepared by:

FELLER, FINCH & ASSOCIATES, INC.

  
D. Edward Thornton, P. S.  
Professional Surveyor No. 7827



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**Feller,  
Finch**  
& Associates, Inc.  
Engineers • Surveyors

1683 Woodlands Drive • P.O. Box 68 • Maumee, Ohio 43537-0068

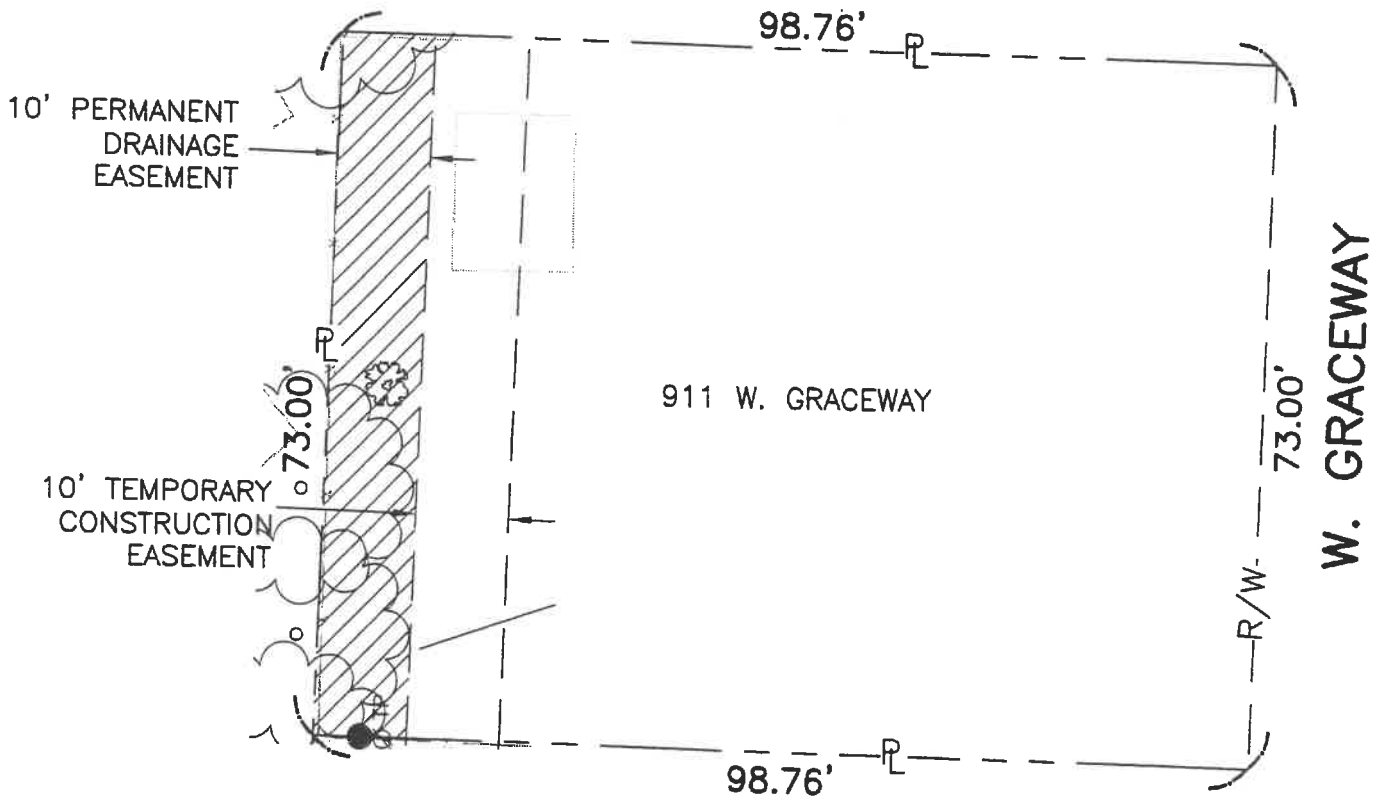
Additional office in Jackson, Michigan (419) 893-3680

Fax (419) 893-2982

www.fellerfinch.com

10' WIDE PERMANENT DRAINAGE EASEMENT EXHIBIT  
911 W. GRACEWAY  
PART OF LOT 25 IN RICHTER'S THIRD ADDITION  
EXCEPTING THERE FROM THE NORTH 10.0' AND  
THE SOUTH 7.0'  
CITY OF NAPOLEON, HENRY COUNTY, OHIO

BERT A. POTH & DONNA M. POTH  
OFFICIAL RECORD 260, PAGE 31  
HENRY COUNTY, DEED RECORDS



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SCALE:	1"=20'
DATE:	4-29-09
DRAWN BY:	RGS
PROJECT NO.:	10E06292
DRAWING:	10-06292FE00A1



**Feller Finch & Associates, Inc.**  
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