

200900076837 Filed for Record in HENRY COUNTY OHIO SARA L MYLES 10-06-2009 At 02:44 pm. EASEMENT 44.00 OR Volume 247 Page 17 -

20

200900076837 CITY OF NAPOLEON

PERPETUAL EASEMENT

KNOW ALL MEN BY THESE PRESENTS: That, Sally M. Armbruster; Steven L. Armbruster; and, Matthew L. Armbruster, all unmarried of legal age, "Grantors", whose tax mailing address is 494 Huddle Road, 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 Official Records Volume 221 AT PAGE 1582 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: Sally this day of	M. Armbruster; Steven	L. Armbruster; and, Matthew L. Armbruster, Grantors,		
		ally m. armbruster		
		Sally M. Armbruster		
		Steven L. Armbruster		
		Motthewy & Sean butto		
		Matthew L. Armbruster		
STATE OF OHIO }		The state of the s		
COUNTY OF HENRY }	SS:			
Before me a Notary M. Armbruster; Steven L. Arn did sign the foregoing instrum	nbiusier, and, Maπnew	County, personally appeared the above named, Sally L. Armbruster, the Grantors, who acknowledged they is their free act and deed.		
IN TESTIMONY WHE	REOF, I have hereun , 2009.	to set my hand and seal this 24 day of		
(Seal)		and bull		
ACCEPTED BY:	,	Notary Public		
L. Bis		•		
Dr. Jon A. Bisher, City Manag		My commission expires 7-25-2011		
	THIS INSTRUMENT PR	REPARED AND APPROVED BY:		
AUDITORS OFFICE	David M. Grahn City of Napoleon Law Director			
NOT TRANSFERRED	255 West Rive	erview Avenue		
OCT 0.6 2009 👟	Napoleon, C (419) 59			
001 0,0 2003	EASEMENT DESCRIPT	TION PREPARED BY:		
Kein FM.	Feller Finch & A P.O. Box 68, Maume	ssociates, Inc. e. Ohio 43537-0068		
HENRY CO. AUDITOR	LEGAL DESCRIPTION	ON VERIFIED BY:		

LEGAL DESCRIPTION VERIFIED BY: Chad Lulfs P.S. P.E., Napoleon Engineer

Instrument Volume Pase 200900074837 OR 247 19

April 28, 2009

4.5' Wide Permanent Drainage Easement Steven L. Armbruster and Matthew L. Armbruster 494 Huddle

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

The West four and fifty hundredths (4.50) feet of a parcel of land as described in Official Record 221, Page 1582, 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 Official Record 221, Page 1582, Henry County Deed Records being described as follows:

The East seventy-two (72.00) feet of Lot Twenty (20) of N. H. Hartman's Subdivision of J. G. Lowe's Addition to the City of Napoleon, Henry County, Ohio.

Prepared by:

FELLER, FINCH & ASSOCIATES, INC

D. Edward Thornton, P. S.

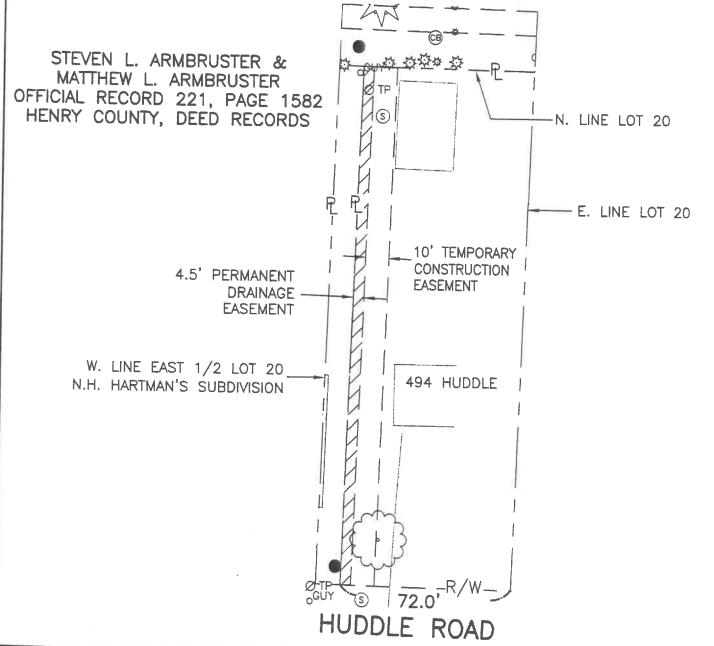
Professional Surveyor No. 7827

?\Projects\10E06292\Wordprocessing\Legal\4.5 Wide Perm Drainage Esmt Armbruster & Armbruster.DOC

& Associates, Inc.
Engineers · Surveyors

4.5' WIDE PERMANENT DRAINAGE EASEMENT EXHIBIT PART OF LOT 20

N.H. HARTMAN'S SUBDIVISION 494 HUDDLE ROAD CITY OF NAPOLEON, HENRY COUNTY, OHIO



© 2009 FELLER.	FINCH & ASSOC.,	11
SCALE:	1"=40'	Г
DATE:	4-29-09	
DRAWN BY:	RGS	
PROJECT NO .:	10E06292	
DRAWING: 10-	06292FE00A1	



Fe	lle in	1	٦.
H-	щ	C	n
		A	

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

& Associates, Inc.
Engineers · Surveyors

Landscape Architects · Planners

Phone: (419) 893-3680 Fax: (419) 893-2982 www.fellerfinch.com