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CA
200900076838
Filed for Record in
HENRY COUNTY OHIO
SARA L NYLES
10-06-2009 At 02:44 pm.
EASEMENT 44.00
OR Volume 247 Page 21 - 24

200900076838
CITY OF NAPOLEON
PICK UP

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 sanitary sewer, 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 M. Armbruster; Steven L. Armbruster; and, Matthew L. Armbruster, Grantors, this 24th day of September, 2009.

Sally M. Armbruster
Sally M. Armbruster
Steven L. Armbruster
Steven L. Armbruster
Matthew L. Armbruster
Matthew L. Armbruster

STATE OF OHIO }
 }
COUNTY OF HENRY } ss:

Before me a Notary Public in and for said County, personally appeared the above named, Sally M. Armbruster; Steven L. Armbruster; and, Matthew L. Armbruster, the Grantors, who acknowledged they did sign the foregoing instrument and that the same is their free act and deed.

SEAL

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

(Seal)

Carol Luffs
Notary Public My commission expires 7-25-2011

ACCEPTED BY:

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

28 SEPT 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 Luffs P.S. P.E., Napoleon Engineer

AUDITORS OFFICE
~~NOT TRANSFERRED~~

OCT 06 2009

Kevin J. The
HENRY CO. AUDITOR

April 28, 2009

15' WIDE PERMANENT SANITARY SEWER 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 fifteen (15.00) feet of a parcel of land as recorded in Official Record 221, Page 1582, Henry County Deed Records, subject to any and all leases, easements and restrictions of record.

Said parcel of land recorded in Official Record 221, Page 1582, Henry County Deed Records being described as follows:

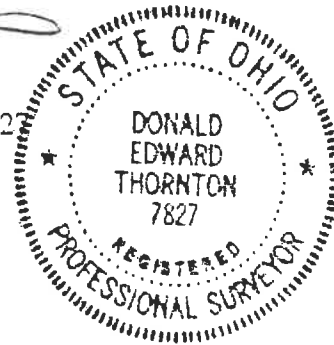
The East seventy-two (72.00) feet of Lot Twenty (20) of N. H. Hartman's Subdivision of J. G. Lowe's Addition to the City of Napoleon, Henry County, Ohio.

Prepared by:

FELLER, FINCH & ASSOCIATES, INC.

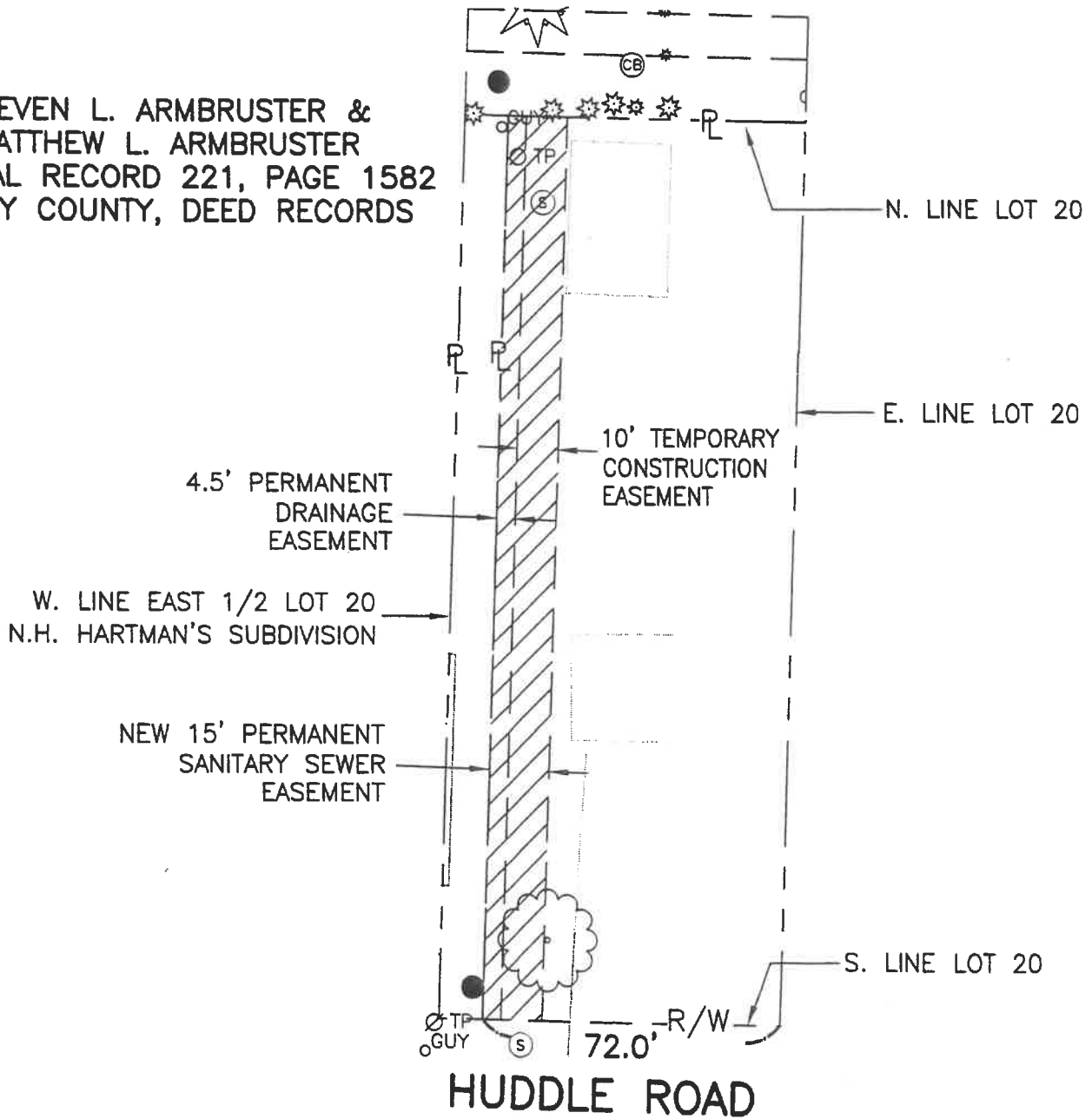


D. Edward Thornton, P. S.
Professional Surveyor No. 7827



15' WIDE PERMANENT SANITARY SEWER EASEMENT EXHIBIT PART OF LOT 20 N.H. HARTMAN'S SUBDIVISION 494 HUDDLE ROAD CITY OF NAPOLEON, HENRY COUNTY, OHIO

STEVEN L. ARMBRUSTER &
MATTHEW L. ARMBRUSTER
OFFICIAL RECORD 221, PAGE 1582
HENRY COUNTY, DEED RECORDS



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SCALE:	1"=40'
DATE:	4-29-09
DRAWN BY:	RGS
PROJECT NO.:	10E06292
DRAWING:	10-06292FE00A1



NORTH

**Feller
Finch**
& Associates, Inc.
Engineers · Surveyors
Landscape Architects · Planners

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

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