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# PERPETUAL UTILITY EASEMENT

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1270 Independence Dr.

**Know All Men By These Presents:** That Amarjit S. Grewal, an unmarried man, Jagdev S. Grewal and Paramjit K. Grewal, husband and wife, and Karpal S. Grewal and Harjinder K. Grewal, husband and wife, 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**, 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 with the right to lay, install, construct, reconstruct, erect, repair, supplement, maintain, operate, and/or remove, at any time or times hereafter, its water system, including but not limited to water mains, pipes, conduits, fixtures, surface monuments, and manholes associated therewith, and appurtenances thereto, as it deems necessary, both above and below ground, with the further right to permit the attachment of, and/or carry in underground or aboveground water facilities of it or any other company with services and extensions therefrom, in, on, over, and/or under our lands, with the right of ingress to and egress from, across and over said premises (real estate) situated in the City of Napoleon, County of Henry and State of Ohio, and described as:

## Parcel No. 1

All that part of the Southeast quarter (1/4) of Section Six (6), Town Five (5) North, Range Seven (7) East, City of Napoleon, Henry County, Ohio, bounded and described as follows:

Commencing at an iron pipe found at the Southeast corner of said Section Six (6);

Thence on the South line of the Southeast quarter (1/4) of said Section Six (6) on a bearing of North 89°17'51" West a distance of forty-seven and two hundredths (47.02) feet to a point;

Thence North 00°42'09" East a distance of ten (10.00) feet to a point on the North right-of-way line of Industrial Drive East-West; and being the True Point of Beginning;

Thence North 03°16'59" West a distance of two hundred ninety and fifty-six hundredths (290.56) feet to a point on the West right-of-way of County Road 12;

Thence on said right-of-way the following two (2) courses:

- 1.) South 07°52'01" East a distance of 202.24 feet;
- 2.) South 07°00'46" West a distance of 90.43 feet to the True Point of Beginning.

Said Easement containing 0.054 acres, more or less.

## Parcel No. 2

All that part of the Southeast quarter (1/4) of Section Six (6), Town Five (5) North, Range Seven (7) East, City of Napoleon, Henry County, Ohio, bounded and described as follows:

Commencing at an iron pipe found at the Southeast corner of said Section Six (6);

**Thence on the East Line of the Southeast quarter (1/4) of said Section Six (6) on a bearing of North 00°59'10" East a distance of six hundred twenty-three and sixty-two hundredths (623.62) feet to a point;**

**Thence North 89°00'50" West a distance of eighty-five and fifty-two hundredths (85.52) feet to the intersection of the West right-of-way of Co. Rd. 12 with the Southerly limited access right-of-way of U.S. 6 & 24, and being the True Point of Beginning;**

**Thence on the West right-of-way of Co. Rd. 12 on a bearing of South 00°39'49" West a distance of one hundred twenty-four and nineteen hundredths (124.19) feet to a point;**

**Thence North 06°25'10" West a distance of one hundred twenty-one and sixty-six hundredths (121.66) feet to a point on the existing Southerly limited access right-of-way of U.S. 6 & 24.**

**Thence on the existing Southerly limited access right-of-way on a bearing of North 77°41'30" East a distance of fifteen and thirty-nine hundredths (15.39) feet to the True Point of Beginning.**

**Said easement containing 0.021 acres, more or less.**

Grantors claim title to the above described property by virtue of deed recorded in Deed/Official Record **Volume 245, Page 77** of the records of Henry County, Ohio.

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 Grantors' real estate, that arise from or by reason of the laying, installing, construction, reconstruction, erection, repairing, supplementing, maintenance, operation, and/or removal, inspection, replacement and/or removal of said water mains 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, the Grantee shall restore the Grantors' yards, lawns, crops, fences, tiling, driveways, sidewalks and other similar improvements to as good condition as when entered upon by the Grantee or its agents, employees or contractors or at the Grantee's option, to pay the reasonable, direct, and known damages caused thereto.

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 grantor will make of the land.

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.

**TO HAVE AND TO HOLD** said Utility Easement, together with all rights and privileges belonging thereto unto the Grantees 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 Grantees, its successors and assigns forever. The provisions of this Easement will inure to the benefit of and bind the successors and assigns of the respective parties to it.

The Grantors hereby covenant 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, excepting the temporary right-of-way agreements granted to the State of Ohio known as Parcels 59-T-1 and 59-T-2 and as shown on Sheet 366 of 368 of the Ohio Department of Transportation HEN-6-13.15 Interchange Project (ODOT Project No. 970340), and that the Grantors will warrant and defend the title to the said easement against all lawful claims.

**IN WITNESS WHEREOF:** Amarjit S. Grewal, an unmarried man, Jagdev S. Grewal and Paramjit K. Grewal, husband and wife, and Karpal S. Grewal and Harjinder K. Grewal, husband and wife, the Grantors, have executed this Perpetual Utility Easement this \_\_\_\_\_ day of \_\_\_\_\_, 1998.

Signed and acknowledged in the presence of:

\_\_\_\_\_  
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\_\_\_\_\_  
Amarjit S. Grewal

\_\_\_\_\_  
Jagdev S. Grewal

\_\_\_\_\_  
Paramjit K. Grewal

\_\_\_\_\_  
Karpal S. Grewal

\_\_\_\_\_  
Harjinder K. Grewal

STATE OF \_\_\_\_\_ }  
}

COUNTY OF \_\_\_\_\_ }  
}

ss:

Before me a Notary Public in and for said County, personally appeared the above named Amarjit S. Grewal, an unmarried man, and Jagdev S. Grewal and Paramjit K. Grewal, husband and wife, 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 \_\_\_\_\_ 1998.

(seal)

\_\_\_\_\_  
Notary Public

STATE OF \_\_\_\_\_  
 COUNTY OF \_\_\_\_\_

SS:

Before me a Notary Public in and for said County, personally appeared the above named Karpal S. Grewal and Harjinder K. Grewal, husband and wife 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 \_\_\_\_\_ 1998.

(seal)

\_\_\_\_\_  
 Notary Public

*Accepted by:*

\_\_\_\_\_  
 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  
 Provided And Verified By:*

Adam C. Hoff, P.E. - City Engineer

A:GREWALBROSSeptember 17, 1998