
PERPETUAL EASEMENT

Know All Men By These Presents. That, Rick L. Leitner, a married man of legal age, whose tax mailing address is 65 Joliette Drive, Napoleon, Ohio, 43545, the Grantor, 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 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, telephone and telegraph wires, fiber optic cables, props, guys and anchorages, conduits, cables, poles, towers, pedestals, and fixtures, all the aforementioned being both above and below ground, with the further right to permit the attachment of, and/or carry in above or underground conduit, wires, cables, pipes and other associated fixtures and other above and underground facilities of any other company with services and 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:

Being an aerial easement ten feet in width on and along the entire West side of the North half (½) of Lot No. 20 in Heller's & Donnelly's Second Addition to the City of Napoleon, Henry County, Ohio, and which is more particularly described as follows:

Beginning at an iron pipe found at the Southwest corner of the North half (½) of Lot No. 20 in Heller's and Donnelly's Second Addition to the City of Napoleon, Ohio;

thence North 00°00'00" East (assumed bearing for the purposes of this description) on the West line of the North half (½) of said Lot No. 20, sixty-six and zero hundredths (66.00) feet to an iron pin found;

thence North 88°57'57" East on the North line of said Lot No. 20, ten and zero hundredths (10.00) feet to a point;

thence South 0°00'00" West, sixty-six and zero hundredths (66.00) feet to a point on the South line of the North half (½) of said Lot No. 20;

thence South 88°57'57" West on the said South line of the North half (½) of Lot No. 20, ten and zero hundredths (10.00) feet to the point of beginning.

Containing 660 square feet of land more or less.

The Grantors claim title to the above described property by virtue of deed recorded in Deed/Official Record **Volume 75, Page 1152** 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 the Grantor 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 Grantor, his 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, 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 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 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 Grantor hereby covenants that he is the true and lawful Owner of the above described real estate and has 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 Grantor will warrant and defend the title to the said easement against all lawful claims. The Grantor warrants 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: Rick L. Leitner, the Grantor, has executed this Perpetual Easement this _____ day of _____, 2000.

Signed and acknowledged in the presence of:

Rick L. Leitner

STATE OF _____ }
COUNTY OF _____ }

ss:

Before me a Notary Public in and for said County, personally appeared the above named, Rick L. Leitner, the Grantor, who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this ____ day of _____ 2000.

(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 By:*

*Paul J. Westhoven
Registered Surveyor No. 5602*

LEASEMENTS Leitner November 13, 2000

LAND SURVEYING

523 E. Riverview Avenue
P.O. Box 172
Napoleon, OH 43545

Paul J. Westhoven # 5602
Established 1969

Ph: (419) 592-0771
Fax: (419) 592-0775

Description of easement for: The City of Napoleon, Ohio

Being an aerial easement ten feet in width on and along the entire West side of the North half ($\frac{1}{2}$) of Lot No. 20 in Heller's & Donnelly's Second Addition to the City of Napoleon, Henry County, Ohio, and which is more particularly described as follows:

Beginning at an iron pipe found at the Southwest corner of the North half ($\frac{1}{2}$) of Lot No. 20 in Heller's and Donnelly's Second Addition to the City of Napoleon, Ohio;

thence North $0^{\circ}00'00''$ East (assumed bearing for the purposes of this description) on the West line of the North half ($\frac{1}{2}$) of said Lot No. 20, sixty-six and zero hundredths (66.00) feet to an iron pin found;

thence North $88^{\circ}57'57''$ East on the North line of said Lot No. 20, ten and zero hundredths (10.00) feet to a point;

thence South $0^{\circ}00'00''$ West, sixty-six and zero hundredths (66.00) feet to a point on the South line of the North half ($\frac{1}{2}$) of said Lot No. 20;

thence South $88^{\circ}57'57''$ West on the said South line of the North half ($\frac{1}{2}$) of Lot No. 20, ten and zero hundredths (10.00) feet to the point of beginning.

Containing 660 square feet of land more or less.

This description is based on field survey No. 7099-H-CN-10-30-00, by Paul J. Westhoven, Registered Surveyor No. 5602.

From: **damman**
To: **GRAHN**
Date sent: **Tue, 14 Nov 2000 13:19:10 -0500**
Subject: **Property Research 1039 Scott St**
Copies to: **Bisher**

Contact Jenny

Could you please have Jenny Parker check ownership records for 1039 Scott St. (Lot 8 of Mary Dodds 1st addition to a Napoleon). I would like to notify them regarding the requirements of City Code section 1325.05 related to unsafe buildings.

Thank You

Brent

NEED links & all

FULL TITLE SEARCH.

Date 12-1-2000 Name Rick L. Leitner, Perpetual Util. Eas.
RE Location Lot 20 Heller & Donnelly's 2nd Add, City of Napoleon

Vol. 141 Page 36 Caroline Kryling, widow Grantor

Instrument TO Mabel Middlesworth Grantee

WD Description Lot 20 H & D 2nd Add

Signed 9-13-1937 Filed 5-29-42 at 9:50 A.M. Recorded 5-29-42

Vol. 147 Page 28 Mabel Middlesworth Grantor

Instrument TO Edward Desgrange Grantee

QCD Description Lot 20 H & D 2nd Add

X dower released by E.M. Middlesworth H of Grantor

Signed 12-19-45 Filed 12-24-45 at 9:37 A.M. Recorded 12-27-45

Vol. 193 Page 957 Edward Desgranges AKA Edward Desgrange, dec'd Grantor

Instrument TO Gladys Desgranges (1/3), Marie A. Wilhelm (1/3) & Helen Szymanski (1/3) Grantee S

Cert. Trans Description Lot 20 & 21 H & D 2nd Add

died intestate 4-24-69 HCO Probate Case # 9969

Signed 11-10-69 Filed 11-19-69 at 11:38 A.M. Recorded 11-21-69

Vol. 194 Page 703 Helen M. Szymanski & Anthony J. Szymanski W + H Grantor S

Instrument TO Gladys Desgranges Grantee

WD Description und 1/3 int Lots 20 & 21 H & D 2nd Add

Signed 4-4-1970 Filed 4-22-70 at 9:03 A.M. Recorded 4-24-70

Vol. 194 Page 935 Marie A. Wilhelm, unmarried of legal age Grantor

Instrument TO Gladys Desgranges Grantee

Description und 1/3 int lots 20 & 21 H & D 2nd Add

Signed 6-1-70 Filed 6-1-70 at 9:46 A.M. Recorded 6-5-70

Page #2 Name Rick L. Leitner

Vol. 209 Page 851 Glady's Desgranges, unmarried of legal age Grantor

Instrument TO Marie A. Wilhelm Grantee

WD Description N 1/2 Lots 20 & 21 H & D 2nd Add

Signed 6-25-76 Filed 6-25-76 at 3:00 P. M. Recorded ~~6~~ 7-2-76

Vol. 235 Page 378 Marie A. Saul FKA Marie A. Wilhelm, unmarried of legal age Grantor

Instrument TO Edwin P. Wilhelm & Jane J. Wilhelm Grantee

WD Description N 1/2 Lots 20 & 21 H & D 2nd Add

Signed 12-31-86 Filed 3-20-87 at 2:30 P. M. Recorded 3-20-87

Vol. 237 Page 949 Edwin P. Wilhelm & Jane J. Wilhelm H & W Grantor

Instrument TO William F. Kline, Jr. & Nancy L. Kline, H & W Jt & Surv. Grantee S

WD Description N 1/2 Lots 20 & 21 H & D 2nd Add

Signed 6-8-88 Filed 6-13-88 at 9:32 A. M. Recorded 6-13-88

Vol. 75 Page 1148 William F. Kline, Jr. AKA William F. Kline & Nancy L. Kline Grantor S

Instrument TO Contimortgage Corp. Grantee

Deed on Decree / Description N 1/2 Lots 20 & 21 H & D 2nd Add
Order of Sale

HCCP Case # 99 CV 114

Signed 2-18-2000 Filed 9-6-2000 at 10:57 A. M. Recorded 9-6-2000

Vol. 75 Page 1152 Cont. Mortgage Corp. Grantor

Instrument TO Rick L. Leitner Grantee

Limited WD Description N 1/2 Lot 20 & 21 H & D 2nd Add

Signed 8-29-2000 Filed 9-6-2000 at 10:57 A. M. Recorded 9-6-2000

January 8, 2001

David Grahn
City Law Director
255 Riverview Ave.
Napoleon, OH 43545

Re: Perpetual Utility Easements: Rick L. Leitner, West side of North 1/2 Lot 20, Heller's & Donnelly's Second Add. to the City of Napoleon, Ohio

Dear Dave:

I have completed a title search for Rick L. Leitner. He acquired the North half of Lots 20 and 21 in Heller and Donnelly's 2nd Addition to the City of Napoleon by a Limited Warranty Deed from Contimortgage Corp dated August 29, 2000, recorded September 6, 2000 at 10:57 o'clock A.M. filed in Volume 75, Page 1152, Official Records, Henry County Recorder's Office. The chain of title appears to be good.

I am billing you for the Ivan Cooper update which I delivered to you in November, 2002.

Also I need more time on the property near West School. I have talked to the Henry County Mapping department and also talked to Wayne Aschemeier regarding this property. They are of the opinion that the property is titled to no one. The only way I can find a name for ownership in the past is to start with the Quarter section when it was established in the 1800's and work forward from there. I have not looked at this yet and do not know if it will take more time than it is worth. I'll look at it this week and let you know what I think.

In regard to my fees for the year 2001, I have thought the matter over and am making you a different offer than what we discussed in November. I will charge \$50.00 per project that I complete for you. This would be for each perpetual easement and other work. For temporary easements I will charge \$20.00 each since they are not as time consuming. I have made this new rate plan based on my time involved with each project, the amount of work that you require per year, that I am available when needed and that taxes are a big part of any payment from you since I have to pay self employment taxes. If we need to discuss this further please contact me.

Thank you,

Jenny Parker

January 8, 2001

David Grahn
City Law Director
255 Riverview Ave.
Napoleon, OH 43545

Re: Perpetual Utility Easements: Rick L. Leitner, West side of North 1/2 Lot 20, Heller's & Donnelly's Second Add. to the City of Napoleon, Ohio

11-9-2000	Search chain of title at Henry County Recorder's Office, Ivan Cooper - 1 hr. at \$12.00/hr.	\$12.00
12-1-2000	Search chain of title at Henry County Recorder's Office, Rick L. Leitner - 2 hrs. at \$12.00/hr.	<u>24.00</u>
	Total for services	\$36.00
	TOTAL DUE	<u>\$36.00</u>



INCOMING WORK FOR LAW DEPARTMENT

Department Building/Zoning

Project Rick Leitner Easement

Date Submitted 11-13-2000

Desired Date _____

Department Head
Brent N. Damman

Approved by Jon A. Bisher, City Manager

COMMENTS:

IT IS FOR AN AERIAL EASEMENT 10' IN WIDTH
FOR UTILITY POLES (ELECTRIC SERVICE TO HOMES)

Departmental Use Only:
Expected Completion Date _____
Completed Date _____

David M. Grahn, City Law Director

