
PERPETUAL UTILITY EASEMENT

Know All Men By These Presents: That I, Marilyn J. Manahan, a married woman, whose tax mailing address is 15-465 Co. Rd. M-1, 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 street, sidewalk and utility Easement to lay, install, construct, reconstruct, erect, use, repair, supplement, maintain, operate, and/or remove, at any time or times hereafter its streets, curbing and sidewalks and any of 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 both above and below ground, with the further right to permit the attachment of, and/or carry in underground or above ground conduit, wires, cables, pipes and other associated fixtures above or underground facilities of any other company with services and extensions therefrom, in, on, 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 Township of Napoleon, County of Henry and State of Ohio, and described as:

A parcel of land situated in the Northwest Quarter (¼) of the Northwest Quarter (¼) of Section 13, T-5-N, R-6-E, Napoleon Township, City of Napoleon, Henry County, Ohio and is more particularly described as follows:

Commencing at the point of intersection of the centerline of Lagrange Street with the West right-of-way of Dodd Street, thence S 89° 56' W along the centerline of Lagrange Street a distance of 232.21 feet to the intersection of the centerline of Lagrange Street with the centerline of Oberhaus Creek; thence N 0° 12' W a distance of 20.00 feet to the TRUE PLACE OF BEGINNING. Thence S 89° 56' W and parallel with the centerline of Lagrange Street a distance of 355.78 feet to an iron pin and cap; thence N 0° 00' E and parallel with the West line of Section 13 a distance of 10.00 feet to a point; thence N 89° 56' E and parallel with the centerline of Lagrange Street a distance of 355.82 feet to a point on the centerline of Oberhaus Creek; thence S 0° 12' E along the centerline of Oberhaus Creek a distance of 10.00 feet to the PLACE OF BEGINNING.

The Grantor claims title to the above described property by virtue of deed and documents recorded in Deed/Official Record **Volume 216, Page 910** 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 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 Grantor, her 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 in the next paragraph, Grantee agrees to restore the grounds by seeding and leveling; further, any physical damage caused by the Grantee to Grantor's premises, after completion of the original construction, 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.

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 Grantor.

To Have And To Hold said Utility Easement, together with all rights and privileges belonging thereto unto the Grantee 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 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 she 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: Marilyn J. Manahan, the Grantor, has executed this Perpetual Alienable Utility Easement this 27th day of March, 2001.

Signed and acknowledged
in the presence of:

Cynthia M. Dreece
David A. Manahan

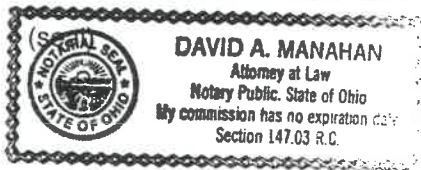
Marilyn J. Manahan
Marilyn J. Manahan

STATE OF OHIO
COUNTY OF HENRY

ss:

Before me a Notary Public in and for said County, personally appeared the above named, Marilyn J. Manahan, the Grantor, who acknowledged that she 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 27th day of March, 2001.



David A. Manahan
Notary Public

IN WITNESS WHEREOF: Dr. Raymond J. Manahan, the spouse of the Grantor, does hereby release all rights of dower for this Perpetual Alienable Utility Easement this 27th day of MARCH, 2001.

Signed and acknowledged in the presence of:

Cynthia M. Dreece
David A. Manahan

Raymond J. Manahan
Dr. Raymond J. Manahan

APPLICATION FOR MINOR SUBDIVISION OF LAND IN ACCORDANCE WITH CITY OF NAPOLEON OHIO CODE OF GENERAL ORDINANCES SECTION 1105.06 ENTITLED VARIANCES AND EXCEPTIONS.

DATE: 3-27-01 FEE: \$5.00

TOWNSHIP NAME: Napoleon SECTION #: 13

SUBDIVISION NAME: N/A LOT: _____

ADDRESS OF SUBDIVISION: 250 Lagrange Street

NAME OF CURRENT OWNER: R+M Co. and Marilyn J. Manahan

OWNER ADDRESS: 15465 Co. Rd. M-1

CITY: Napoleon STATE: Ohio ZIP: 43545

OWNER PHONE: (419) 592-0476

NAME OF PURCHASER: Sueter Partnership, LLP

PURCHASER ADDRESS: 7300 State Highway 108

CITY: Wauseon STATE: Ohio ZIP: 43567

PURCHASER PHONE: _____

SURVEYOR NAME: Wayne Archemieir

SURVEYOR ADDRESS: Ridgerville Corners Ohio

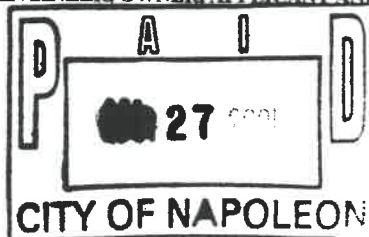
SURVEY DRAWING #: N/A

APPLICANT SIGNATURE: _____

CITY ZONING ADMINISTRATOR: Paul Dammann

COPIES OF THIS APPLICATION TO: HENRY COUNTY ENGINEER, OWNER, APPLICANT AND CITY ZONING DEPARTMENT.

DOC SUBDIVEXCEPT.Sam 04/09/97



David A. Manahan
Attorney at Law

P.O. Box 531
111 E. Clinton St., Suite 215
Napoleon, Ohio 43545-0531

Telephone (419) 592-3283
Telecopier (419) 592-3289

TELECOPY TRANSMITTAL SHEET

DATE: September 8, 2000

TELECOPY NUMBER: 599-8393

TO: Brent Damman

FROM: David A. Manahan

Number of pages transmitted 5 (including transmittal sheet)

SPECIAL INSTRUCTIONS:

The information contained in this facsimile message is attorney privileged and confidential information intended only for the use of the individual or entity named above. If the reader of this message is not the intended recipient, or the employee or agent responsible to deliver it to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please immediately notify me by telephone, and return the original message to me at the above address via the U.S. Postal Service. Thank you.

IF THERE ARE ANY PROBLEMS WITH THE TRANSMISSION OF THIS MATERIAL, PLEASE CALL (419) 592-3283.

Description of land
for R & M Company

A parcel of land situated in the Northwest Quarter ($\frac{1}{4}$) of the Northwest Quarter ($\frac{1}{4}$) of Section 13, T-5-N, R-6-E, Napoleon Township, City of Napoleon, Henry County, Ohio and is more particularly described as follows.

Beginning at the point of intersection of the centerline of Lagrange Street with the centerline of Oberhaus Creek, said point being S 89° 56' W a distance of 232.21 feet from the intersection of the centerline of Lagrange Street with the West right-of-way of Dodd Street in the City of Napoleon, Henry County, Ohio; thence S 89° 56' W along the centerline of Lagrange Street a distance of 355.71 feet to a point; thence N 0° 00' E and parallel with the West line of Section 13 a distance of 20.00 feet to an iron pin and cap; thence continuing N 0° 00' E along the same line a distance of 232.00 feet to an iron pin; thence S 89° 59' E and parallel with the North line of Section 13 a distance of 260.00 feet to an iron pin and cap; thence continuing S 89° 59' E along the same line a distance of 83.19 feet to a point in the centerline of Oberhaus Creek; thence S 13° 51' 17" W along the centerline of Oberhaus Creek a distance of 47.96 feet to a point; thence N 89° 48' E a distance of 23.29 feet to a point; thence S 0° 12' E a distance of 205.00 feet to the PLACE OF BEGINNING on Lagrange Street.

Containing 2.034 acres of land more or less but subject to all legal highways and easements of public record and of record in respective utility offices.

Survey filed in Volume 27, Page 55 of the record of surveys in the Henry County Engineers Office, Courthouse, Napoleon, Ohio.

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Beginning at a point on the West line of Section 13, and on the centerline of North Scott Street, said point being S 0° 00' W a distance of 405.00 feet from a Monument Box at the Northwest Corner of Section 13, T-5-N, R-6-E, Napoleon Township, City of Napoleon, Henry County, Ohio: thence S 89° 59' E and parallel with the North line of Section 13 a distance of 197.33 feet to a point; thence N 0° 00' E and parallel with the West line of Section 13 a distance of 130.00 feet to a point; thence S 89° 59' E and parallel with the North line of Section 13 a distance of 72.67 feet to a point; thence N 0° 00' E and parallel with the West line of Section 13 a distance of 110.00 feet to a point on the South line of Lot 1 of MMM Subdivision; thence S 89° 59' E along said South line and parallel with the North line of Section 13 a distance of 72.00 feet to an iron pin and cap; thence continuing S 89° 59' E along the same line a distance of 315.15 feet to an iron pipe at the Southeast Corner of MMM Subdivision; thence S 0° 00' W and parallel with the West line of Section 13 a distance of 175.00 feet to an iron pipe; thence continuing S 0° 00' W along the same line a distance of 38.51 feet to a point in the centerline of Oberhaus Creek; thence S 85° 29' W along said creek a distance of 37.02 feet to a point; thence S 13° 51' 17" W a distance of 330.14 feet to a point on the centerline of Oberhaus Creek; thence N 89° 59' W and parallel with the North line of Section 13 a distance of 83.19 feet to an iron pin and cap; thence continuing N 89° 59' W along the same line a distance of 260.00 feet to an iron pin; thence N 0° 00' E and parallel with the West line of Section 13 a distance of 100.00 feet to a point; thence N 89° 59' W and parallel with the North line of Section 13 a distance of 198.00 feet to a point on the West line of Section 13, and on the centerline of North Scott Street; thence N 0° 00' E along the West line of Section 13, and the centerline of North Scott Street a distance of 197.00 feet to the PLACE OF BEGINNING.

Containing 5.812 acres of land more or less but subject to all legal

highways and easements of public record and of record in respective utility offices.

Survey filed in Volume 27, Page 55 of the record of surveys in the Henry County Engineers Office, Courthouse, Napoleon, Ohio.

PERPETUAL UTILITY EASEMENT

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The Grantor claims title to the above described property by virtue of deed and documents recorded in Deed/Official Record **Volume 216, Page 910** 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 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 Grantor, her 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 in the next paragraph, Grantee agrees to restore the grounds by seeding and leveling; further, any physical damage caused by the Grantee to Grantor's premises, after completion of the original construction, 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.

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To Have And To Hold said Utility Easement, together with all rights and privileges belonging thereto unto the Grantee 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 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 she 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: Marilyn J. Manahan, the Grantor, has executed this Perpetual Alienable Utility Easement this 27th day of March, 2001.

Signed and acknowledged in the presence of:

Cynthia M. Preece
David A. Manahan

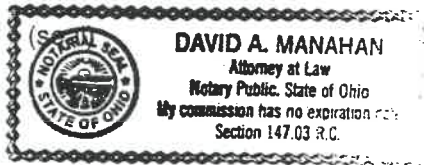
Marilyn J. Manahan
Marilyn J. Manahan

STATE OF OHIO
COUNTY OF HENRY

ss:

Before me a Notary Public in and for said County, personally appeared the above named, Marilyn J. Manahan, the Grantor, who acknowledged that she 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 27th day of March, 2001.



David A. Manahan
Notary Public

IN WITNESS WHEREOF: Dr. Raymond J. Manahan, the spouse of the Grantor, does hereby release all rights of dower for this Perpetual Alienable Utility Easement this 27th day of March, 2001.

Signed and acknowledged in the presence of:

Cynthia M. Preece
David A. Manahan

Raymond J. Manahan
Dr. Raymond J. Manahan

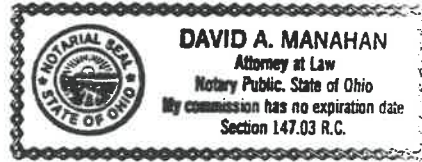
STATE OF OHIO }

COUNTY OF HENRY }

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(seal)



David A. Manahan
Notary Public



Accepted by:

Roger L. Noblit, Jr.
Dr. Jon A. Bisher, City Manager
Roger L. Noblit, Jr., Acting City Manager

3/28/01
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

200100015105
Filed for Record in
HENRY COUNTY OHIO
ARLENE A WALLACE
03-28-2001 02:40 pm.
EASEMENT 18.00
OR Volume 89 Page 1109 - 1111

Easement Description Verified by:

Joseph R. Kleiner, P.E.,
Napoleon Engineer

200100015105
CITY OF NAPOLEON
CALL LINDA 599-1235

Interoffice Memorandum

To: Linda Helmke, Records Clerk
From: Roxanne Dietrich, Admin. Asst. *not*
Subject: Easement; Marilyn J. Manahan, Grantor
Date: 3/28/2001
cc: ✓ Brent N. Damman, Bldg./Zoning Administrator

Please record the attached Perpetual Utility Easement. Brent would like to receive a copy of the recorded easement when it is returned.

Thank-you.

rd
Attachment

C:\Documents and Settings\roxanne\My Documents\Memos\RecordsClerk\2001\JANITORAg.doc March 28, 2001

Records Retention CM5 1 yr

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David A. Manahan

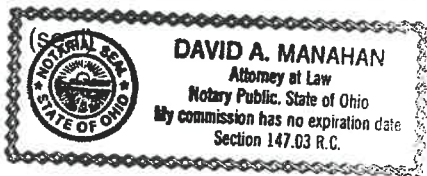
Marilyn J. Manahan
Marilyn J. Manahan

STATE OF OHIO
COUNTY OF HENRY

ss:

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David A. Manahan
Notary Public

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David A. Manahan

Raymond J. Manahan
Dr. Raymond J. Manahan

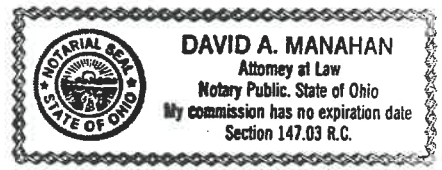
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(seal)



David A. Manahan
Notary Public



Accepted by:

Roger L. Noblit, Jr.
~~Dr. Jon A. Bisher, City Manager~~
Roger L. Noblit, Jr., Acting City Manager

3/28/01
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 Verified by:
Joseph R. Kleiner, P.E.,
Napoleon Engineer*

MANAHANMarilynFebruary 8, 2001

