



City of NAPOLEON, OHIO

255 RIVERVIEW AVENUE - (419) 592-4010
NAPOLEON, OHIO 43545-0151

August 5, 1991

Mr. & Mrs. Richard Thayer
445 East Maumee Avenue
Napoleon, Ohio 43545

SCANNED

Re: Southside Sewerage Project
Sewer Service Lateral

Mayor
Steven Lankenau

Dear Mr. & Mrs. Thayer:

Members of Council
James Hershberger, President
Terri A. Williams
John E. Church
Randy J. Bachman
Dennis L. Filgor
Robert G. Heft

We have been contacted by you and your neighbor regarding the possibility of constructing a joint sewer tap that would serve both residences.

The City of Napoleon will allow such a practice, but several items will be required and they are as follows:

- 1) An "Easement Agreement" will be required which will protect both Owners in case of necessary repairs as well as change of ownership. (We have attached a sample).
- 2) The line running jointly prior to individual house connections shall be a six inch (6") and cleanouts shall be placed at the end (high end) and every 150 feet from that point to the City of Napoleon right-of-way.
- 3) Your individual service can be four inches (4") in size.

City Manager
Terry Dunn

Finance Director
Rupert W. Schweinhagen

Law Director
Michael J. Wesche

Prosecuting Attorney
Thomas L. Blischoff

Although there will be no monetary tap fee, the individual owners will be required to fill out the tap permit for the City's own records.

We have included a copy of the plan view which is highlighted for your use.

Should you have any further questions, please call.

Respectfully,

Marc S. Gerken, P.E.
City Engineer

MSG:rw
Enclosures
cc: Sonny Helberg

WARRANTY DEED

238 REC 327

Know all Men by these Presents

THAT, we, Julian E. Patterson and Helen Patterson, Husband and Wife

who claim title by or through instrument s , the Grantor s
180 . Page 265
181 489
180 218

of the Record of Deeds of Henry County, Ohio, for the consideration of One Dollar and Other
Valuable Considerations to paid by

Richard L. Thayer and Tracy J. Thayer, Husband and Wife

, the Grantee s

whose Tax Mailing Address will be 445 E. Maumee Ave., Napoleon, Ohio 43545

edged, do hereby Give, Grant, Bargain, Sell and Convey to the said Grantee s
, the receipt whereof is hereby acknowl-

Richard L. Thayer and Tracy J. Thayer

their heirs and assigns, forever, the real estate described as follows:

Situated in the City of Napoleon County of Henry and
State of Ohio and known as:

A parcel of land being situated in the West half (1/2) of the Southwest quarter (1/4) of Section 18, Town 5 North, Range 7 East, Harrison Township, City of Napoleon, Henry County, Ohio, and which is more particularly described as follows:

Commencing at a railroad spike over a cornerstone at the center of said Section 18; thence South 90° 00' West (assumed bearing for the purposes of this description) along the East-West quarter (1/4) line of said Section 18, one thousand eight hundred twenty-seven and eighty-one hundredths (1827.81) feet to an iron pin on the centerline of survey of East Maumee Avenue (State Route No. 110); thence South 26° 03' West on said centerline of survey, eighty-nine and fifty-six hundredths (89.56) feet to a point; thence South 34° 25' West on said centerline of survey, five hundred ninety-five and ninety-one hundredths (595.91) feet to a point; thence South 40° 25' West on said centerline of survey, two hundred seven and sixty-seven hundredths (207.67) feet to the point of beginning;-----thence South 48° 35' East, thirty-nine and twenty-five hundredths (39.25) feet to an iron pin; thence continuing South 48° 35' East, three hundred three and zero hundredths (303.00) feet to an iron pin; thence continuing South 48° 35' East, one hundred five and sixty-five hundredths (105.65) feet to an iron pin; thence North 41° 25' East, ninety-four and thirty-three hundredths (94.33) feet to an iron pin; thence South 48° 35' East, four hundred seventy-two and twenty hundredths (472.20) feet to an iron pin; thence South 41° 25' West, two hundred sixty-seven and seventy-five hundredths (267.75) feet to an iron pin; thence North 48° 35' West, eight hundred seventy-two and ninety-six hundredths (872.96) feet to an iron pin; thence continuing North 48° 35' West, thirty-one and zero hundredths (31.00) feet to a point in the centerline of pavement of East Maumee Avenue (State Route No. 110); thence North 41° 25'

APPROVED
Tax Map Deed

Richard L. Thayer and Tracy J. Thayer

their heirs and assigns, against all lawful claims whatsoever, except as hereinabove mentioned.

238 329

In Witness Whereof, we, the said Grantors, hereunto set our hands, this 19th day of July, 1988

Signed and acknowledged in presence of

Betty G. Sewell
A. Marlowe Witt

Julian E. Patterson
Julian E. Patterson

Helen Patterson
Helen Patterson

The State of Ohio, }
Henry County, } s s.

Be it Remembered, That on this 19th day of July 1988, Before me, the subscriber, A Notary Public in and for said County, State of Ohio, personally came the above named

Julian E. Patterson and Helen Patterson, Husband and Wife

the Grantors in the foregoing instrument, who acknowledged that they did sign the same, and that the same is their free act and deed.

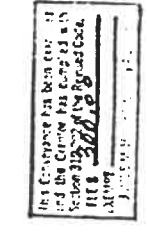
In Testimony Whereof, I have hereunto subscribed my name and affixed my official seal, at Napoleon, Ohio, on the day and year aforesaid.

A. Marlowe Witt
Notary Public in and for Henry County,
State of Ohio.

Notary Public - State of Ohio
My Commission Has No Expiration Date

This Instrument Was Prepared By: *A. Marlowe Witt*
Marlowe Witt

Transferred
August 2 10 1888



RECEIVED
& RECORDED

AUG 2 1988
at 10:05 A.M.
MARIAN FITZENREITER, RECORDER
HENRY COUNTY, OHIO

Henry County Bar Association Form - 9-1-71

Vol 240 pg 261
Easement No. 104P

PERMANENT EASEMENT FOR UTILITY PURPOSES

KNOW ALL MEN BY THESE PRESENTS, That we, Richard L. Thayer and Tracy J. Thayer, the Grantors, for and in Consideration of the sum of \$100,000 and other good and valuable consideration paid by the City of Napoleon, Ohio, the Grantee, the receipt and sufficiency of which are hereby acknowledged, do hereby GRANT, BARGAIN, SELL, CONVEY, and RELEASE to the Grantee, its successors and assigns forever, a Permanent Easement with the right to Erect, Construct, Install, and Lay, and thereafter Use, Operate, Inspect, Repair, Maintain, Replace, and Remove a sanitary sewer and sanitary force main, and appurtenances thereto, In, Over, Through, and Across, the following described real estate situated in the City of Napoleon, County of Henry, and State of Ohio, to wit:

A parcel of land located in the west half of the southwest quarter of Section 18, Town 5 North, Range 7 East, Harrison Township, in the said City of Napoleon, described as follows:

That part of a strip of land 20 feet wide lying southeasterly of the southeasterly right-of-way line of East Maumee Avenue and northwesterly of a line parallel with and 50 feet southeasterly of the centerline of said East Maumee Avenue, lying within and extending from the southwesterly line to the northeasterly line of the parcel of land described in the deed recorded in Volume 238, Page 327 of Deeds in the Recorder's office in said Henry County.

TO HAVE AND TO HOLD said Easement, together with all rights and privileges belonging thereto, unto the Grantee, its successors and assigns forever.

The consideration recited herein shall constitute full and final payment for 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 erection, construction, installation, laying, use, operation, inspection, repair, maintenance, replacement, and/or removal of said sanitary sewer and sanitary force main, 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, tilling, and sidewalks 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. *IT IS FURTHER UNDERSTOOD THE GRANTOR'S OAK TREE AT THE SOUTHWEST CORNER LINE SHALL BE SAVED.*

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 have full power and authority to convey the same, and that the same is free and clear from all liens and encumbrances whatsoever, except the following:

IN WITNESS WHEREOF, RICHARD L. THAYER AND TRACY J. THAYER have hereunto executed this Permanent Easement for Utility Purposes this 21ST day of AUGUST, 1988.

Signed and acknowledged in the presence of:

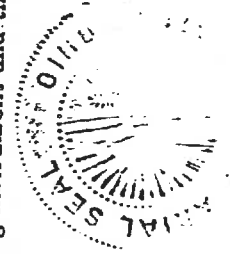
Darel Austerhiller & Richard L. Thayer
Darel Austerhiller Tracy J. Thayer

STATE OF OHIO, COUNTY OF HENRY, SS:

Before me, a Notary Public in and for said County, personally appeared the above named GRANTORS who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed.

98893
RECEIVED & RECORDED

SEP 7 1989
ARLENE WALLACE, RECORDER
HENRY COUNTY, OHIO
City of Map



IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 21ST day of AUGUST, 1988.

Darel Austerhiller
DAREL AUSTERHILLER
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES: DEC. 20, 1993

SCANNED

MEMORANDUM

TO: Marc S. Gerken, City Manager
FROM: Brent N. Damman, Building Inspection *BND*
SUBJECT: Richard Thayer sanitary sewer service 445 E.
Maumee.
DATE: March 13th, 1995

Mr. Richard Thayer contacted me about a week ago and asked why the City has started charging him for sanitary sewer discharge. He went on to explain that he didn't think he should be charged the full amount as there was only one (1) toilet connected to the new sanitary sewer service line.

Please send a letter to Mr. Thayer explaining that the remainder of his sanitary sewer piping system will need to be connected to the new sanitary sewer line as well.

PERMANENT EASEMENT FOR SANITARY SEWER LATERAL

KNOW ALL MEN BY THESE PRESENTS, that we, Richard L. Thayer and Tracy J. Thayer, 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 Mrs. G.E. Murray, the Grantee, the receipt and sufficiency of which are hereby acknowledged, do hereby GRANT, BARGAIN, SELL, CONVEY and RELEASE to the Grantee, her successors and assigns forever, a Permanent Easement with the right to erect, construct, install and lay and thereafter use, operate, inspect, repair, maintain, replace and remove a sanitary sewer and appurtenances thereto in, over, through and across the following described real estate situated in the City of Napoleon, County of Henry and State of Ohio, to wit:

A parcel of land located in the west half of the southwest quarter of Section 18, Town 5 North, Range 7 East, Harrison Township, in the said City of Napoleon, described as follows:

That a part of a strip of land fifteen (15) feet wide lying along the west property line as described in the following description:

Commencing at a railroad spike over a cornerstone at the center of said Section 18; thence South 90° 00' West (assumed bearing for the purposes of this description) along the East-West quarter (1/4) line of said Section 18, one thousand eight hundred twenty-seven and eighty-one hundredths (1827.81) feet to an iron pin on the centerline of survey of East Maumee Avenue (State Route No. 110); thence South 26° 03' West on said centerline of survey, eighty-nine and fifty-six hundredths (89.56) feet to a point; thence South 34° 25' West on said centerline of survey, five hundred ninety-five and ninety-one hundredths (595.91) feet to a point; thence South 40° 25' West on said centerline of survey, two hundred seven and sixty-seven hundredths (207.67) feet to the point of beginning-- thence South 48° 35' East, thirty-nine and twenty-five hundredths (39.25) feet to an iron pin; thence continuing South 48° 35' East, three hundred three and zero hundredths (303.00) feet to an iron pin; thence continuing South 48° 35' East, one hundred five and sixty-five hundredths (105.65) feet to an iron pin; thence North 41° 25' East, ninety-four and thirty-three hundredths (94.33) feet to an iron pin; thence South 48° 35' East, four hundred seventy-two and twenty hundredths (472.20) feet to an iron pin; thence South 41° 25' West, two hundred sixty-seven and seventy-five hundredths (267.75) feet to an iron pin; thence North 48° 24' West, eight hundred seventy-two and ninety-six hundredths (872.96) feet to an iron pin; continuing North 48° 35' West, thirty-one and zero hundredths (31.00) feet to a point in the centerline of pavement of East Maumee Avenue (State Route No. 110); thence North 41° 25' East on the pavement of said Highway, four and zero hundredths (4.00) feet to a point; thence North 48° 35' West, twenty-five and zero hundredths (25.00) feet to a point on the top bank of the Maumee River; thence North 36° 38' 30" East on the top of bank of said River, one hundred seventy and zero hundredths (170.00) feet to a point; thence South 48° 35' East, twenty-three and ten hundredths (23.10) feet to a point in the centerline of survey of East Maumee Avenue (State Route No.110) and the point of beginning.

Containing 4.746 acres more or less, but subject to all legal highways and easements of record.

TO HAVE AND TO HOLD said Easement, together with all rights and privileges belonging thereto, unto the Grantee, its successors and assigns forever.

The consideration recited herein shall constitute full and final payment for use of the above described Easement for the joint installation of a sanitary sewer service lateral to be utilized by the Grantor and Grantee. All costs for installation and/or restoration and future maintenance shall be shared by both Grantor and Grantee.

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 have full power and authority to convey the same, and that the same is free and clear from all liens and encumbrances whatsoever, except the following:

IN WITNESS WHEREOF, Richard L. Thayer and Tracy J. Thayer, husband and wife, the Grantors, have hereunto executed this Permanent Easement for Sanitary Sewer Lateral this _____ day of _____ 1991.

Signed and acknowledged
in the presence of:

Richard L. Thayer

Tracy J. Thayer

STATE OF OHIO)
COUNTY OF HENRY) SS:

Before me, a Notary Public in and for said County, personally appeared the above named, Richard L. Thayer and Tracy J. Thayer, husband and wife, the Grantors, who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this _____ day of _____, 1991.

Seal

Notary Public