

PERPETUAL EASEMENT

Know All Men By These Presents: That, Genovevo G. Garza and Dianna A. Garza, husband and wife, both of legal age, whose tax mailing address is 112 West Maumee Avenue, Napoleon, Ohio, the Grantor, for and in consideration of the sum of five thousand dollars (\$5,000.00) 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 parcel of land, together with all the said premises to be used for surface drainage and any appurtenances related thereto; moreover, the Grantor covenants to install, complement, maintain, operate, and/or remove, repair, and any appurtenances related thereto, for the purpose of this Easement consists of drainage and all the aforementioned being bound to pass therefrom, in, on, through, over and/or under the land of ingress to and egress from and over said premises of Henry and State of Ohio, and described as follows:

Your Copy!
Sheryl!
112 W. Maumee

A permanent drainage easement over Lot Number 9 in John G. Lowe's Addition, Napoleon, County, Ohio, as follows:

Lot Number 7 and 23 and 24 in John G. Lowe's Addition, the City of Napoleon, Ohio, as more fully described

Commencing at the easterly corner of Lot Number 7 in S. L. Curtis' subdivision of Lots Numbered 23 and 24 in John G. Lowe's Addition, said corner being located on the northwesterly right-of-way of W. Maumee Avenue and marked by an iron pin;

Thence N 31°00'52" W a distance of 100.00 feet on the northeasterly line of said Lot Number 7 to the True Point of Beginning;

Thence S 58°59'08" W, parallel with the southeasterly line of said Lot Number 7, a distance of 57.50 feet;

Thence N 31°00'52" W a distance of 65.00 feet parallel to the northeasterly line of said Lot 7 to the northwesterly line of said Lot Number 7 and on the southeasterly line of said Lot Number 9 to an iron pin;

Date 11-07-2007 Time 12:59 PM.

Thence continuing N 31°00'52" W a distance of 28.00 feet parallel to the northeasterly line of said Lot Number 7 and parallel to the southwesterly line of said Lot Number 9;

Thence continuing N 31°00'52" W a distance of 54.50 feet parallel to the northeasterly line of said Lot Number 7 and parallel to the southwesterly line of said Lot Number 9;

Thence N 58°59'08" E a distance of 57.50 feet on the northwesterly line of said Lot Number 9 and marked by an iron pin;

Thence S 31°00'52" E a distance of 54.50 feet parallel to the northeasterly line of said Lot Number 7 and parallel to the southwesterly line of said Lot Number 9 to an iron pin;

Thence continuing S 31°00'52" E a distance of 28.00 feet parallel to the northeasterly line of said Lot Number 7 and parallel to the southwesterly line of said Lot Number 9 to the northerly corner of said Lot Number 7;

Thence continuing S 31°00'52" E a distance of 65.00 feet on the northeasterly line of said Lot Number 7 to the True Point of Beginning containing 0.195 acres, more or less.

Subject to all legal highways, easements, zoning regulations and restrictions of record.

(All bearings stated above are assumed for the purpose of this description.)

The Grantor claims title to the above described property by virtue of a deed recorded in Official Record **Volume 228, Pages 2257-2258** of the official 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 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. 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 Easement, together with all rights and privileges belonging thereto unto the Grantee and his heirs, 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 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; 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.

IN WITNESS WHEREOF: Genovevo G. Garza and Dianna A. Garza, the Grantors, have executed this Perpetual Easement this 30th day of Oct. 2007.

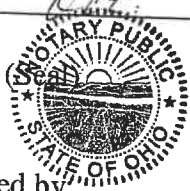
Genovevo G. Garza
Genovevo G. Garza

Dianna A. Garza
Dianna A. Garza

STATE OF OHIO }
 } ss:
County of Henry }

Before me a Notary Public in and for said County, personally appeared the above named, Genovevo G. Garza and Dianna A. Garza, the Grantors, who acknowledged 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 30th day of Oct. 2007.



SHERYL K. RATHGE
Notary Public, State of Ohio
Henry County
Commission Expires October 15, 2011

Sheryl K. Rathge
Notary Public,
My Commission Expires:

Accepted by:

Jon A. Bisher
Jon A. Bisher, City Manager

30 Oct 07
Date

AUDITORS OFFICE
TRANSFERRED
NOV 07 2007

Kevin M. ...
HENRY CO. AUDITOR

This Instrument Prepared and Approved By:

David M. Grahn
City of Napoleon Law Director
255 West Riverview Avenue
Napoleon, Ohio 43545
(419) 592-3503

200700066175
11-07-2007 At 12:59 pm.
EASEMENT 36.00
OR Volume 230 Page 194 - 196
SARA L MYLES
RECORDER

Easement Description Verified By:

Chad E. Lulfs, Napoleon Engineer