



CITY OF NAPOLEON, OHIO

LAW DEPARTMENT

255 W. RIVERVIEW AVENUE, PO BOX 151
NAPOLEON, OH 43545
PHONE: 419.592.3503 - FAX: 419.592.4723

Tuesday, December 23, 2014

Mr. Don B. Plummer
162 W. Maumee Ave.
Napoleon, OH 43545

Dear Mr. Plummer:

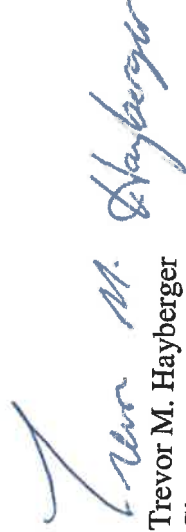
Attached find an original Temporary Sewer Easement and/or Perpetual Easement that needs to be signed for your property once again. The reason these need to be re-signed are due to the fact they were not notarized.

Please sign them *in front of a Notary* and return the executed document to the City Law Director's office as soon as possible. If you do not know a Notary, and would like my Executive Assistant, Sheryl Rathge, to provide this service to you, she can be contacted at 419.592.3503 to set up a time to meet with you.

Sorry for the inconvenience, and thank you for your prompt attention to this matter.

Should you have any questions or comments, please do not hesitate to contact my office at the number listed above.

Sincerely,



Trevor M. Hayberger
City Law Director

file
tmh/skr

City Law Director
Trevor M. Hayberger
thayberger@napoleonohio.com

Executive Assistant
Sheryl K. Rathge
srathge@napoleonohio.com



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Trevor M. Hayberger
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tmh/skr

City Law Director
Trevor M. Hayberger
thayberger@napoleonohio.com

Executive Assistant
Sheryl K. Rathge
srathge@napoleonohio.com

TEMPORARY SEWER EASEMENT

KNOW ALL MEN BY THESE PRESENTS: That, Don B. Plummer, an unmarried widower of legal age, herein referred to as the Grantor, whose tax mailing address is 162 West Maumee Avenue, Napoleon, Ohio, 43545, 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 temporary Sewer Easement to lay, install, construct, reconstruct, erect, use, repair, supplement, maintain, operate, and/or remove, at any time or times hereafter, its sanitary sewers. The aforementioned temporary sewers for the purpose of this Easement consist of one or more collection lines, having a variable number of pipes and all necessary or desirable appurtenances thereto, 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:

**SEE ATTACHED "LEGAL DESCRIPTION", INCORPORATED HERETO,
SEE ATTACHED EXHIBIT "A", INCORPORATED HERETO FOR ILLUSTRATION PURPOSES ONLY.**

(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 record recorded in Official Records **VOLUME 214, PAGE 625** 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 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, their 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 Temporary Sewer 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 Temporary Sewer(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 its successors and assigns. 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 until October 31, 2015.

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 Grantors will warrant and defend the title to the said easement against all lawful claims.

IN TESTIMONY WHEREOF, Don B. Plummer, the Grantor, has executed this Temporary Easement this _____ day of _____, 201____.

Don B. Plummer

STATE OF OHIO }
 }
COUNTY OF HENRY } ss:

Before me a Notary Public in and for said County, personally appeared the above named, Don B. Plummer, the Grantors, who acknowledged 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 _____, 201____.

ACCEPTED BY: _____
Notary Public

Monica S. Irelan, City Manager _____
Date

THIS INSTRUMENT PREPARED AND APPROVED BY:

Trevor M. Hayberger
City of Napoleon Law Director
255 West Riverview Avenue
(419) 592-3503

EASEMENT DESCRIPTION PREPARED BY:

Nick E. Nigh, P.S. of Peterman Associates, Inc.
Registered Surveyor No 7384

LEGAL DESCRIPTION VERIFIED BY:

Chad Lulfs P.S. P.E., Napoleon Engineer



website: petermanaes.com
email: petermansw@aol.com

Phone: 419-422-6672
Fax: 419-422-9466

3480 N. Main St., Findlay, Ohio 45840

Job No. 13-0228-12

LEGAL DESCRIPTION
City of Napoleon

Temporary Sewer Easement

Situated in the City of Napoleon, County of Henry, State of Ohio, and being Lot No. 1 and part of Lots No. 2 and No. 11 in Seth L. Curtis' Subdivision of Lots No. 23 and No. 24 of Lowe's Addition, a tract of land bounded and described as follows:

Beginning at a point, described as lying, N30°17'54"W, a distance of 153.60 feet from the southwesterly corner of a tract of land as described in OR 214, Page 625, Parcel No. 1 of the Henry County Official Records;

thence along the southwesterly line of said tract, N30°17'54"W, a distance of 50.15 feet;

thence, N55°18'31"E, a distance of 75.22 feet;

thence along the northeasterly line of said tract, S30°17'54"E, a distance of 50.15 feet;

thence, S55°18'31"W, a distance of 75.22 feet to the Point of Beginning, subject however to all prior easements of record.

See attached "Exhibit A"

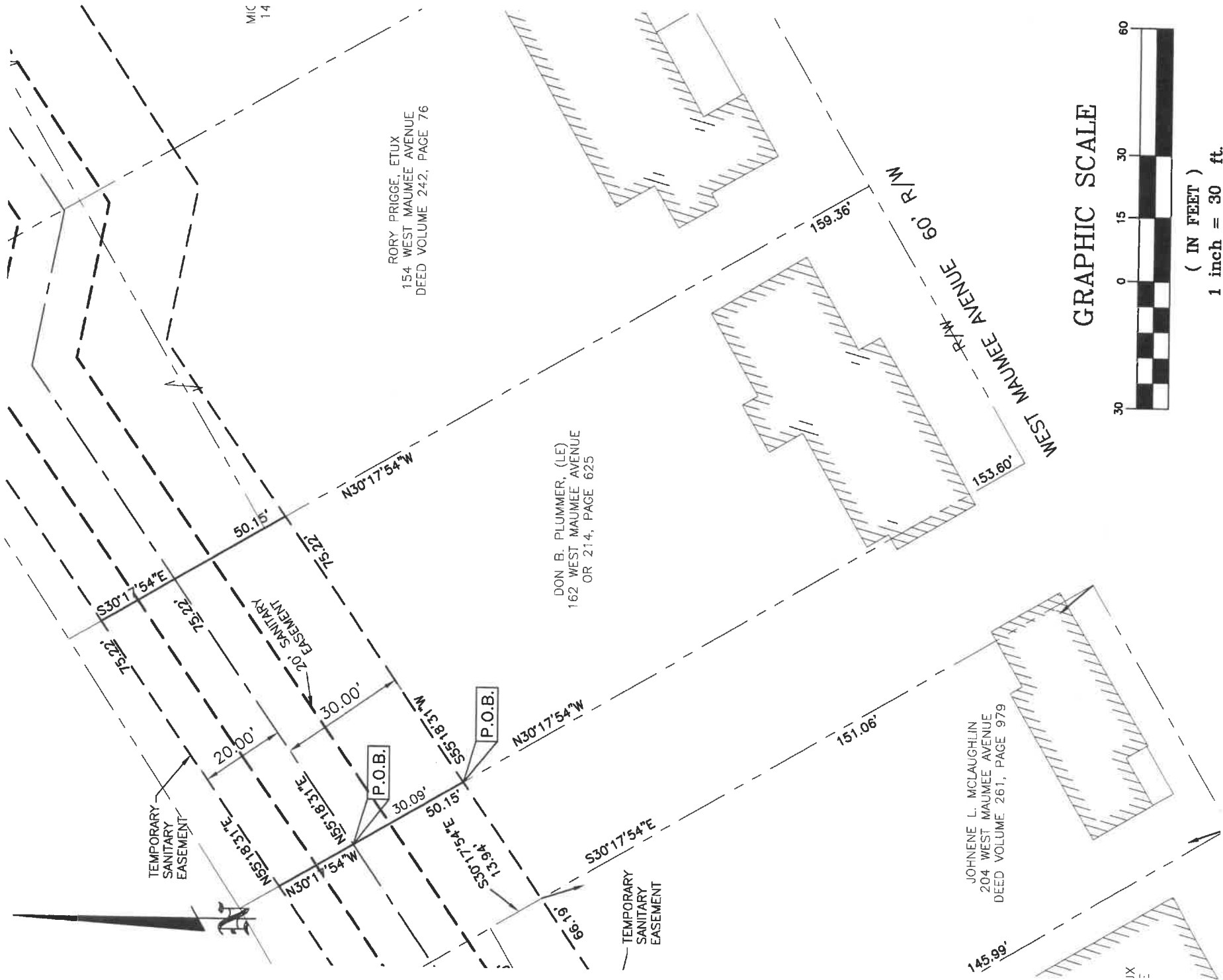
NOTE:

The bearings in this legal description are based upon an assumed meridian and are used only for the purpose of describing angular measurements.

Date: 07-25-2014



EXHIBIT A



GRAPHIC SCALE



(IN FEET)
1 inch = 30 ft.

TEMPORARY SEWER EASEMENT

KNOW ALL MEN BY THESE PRESENTS: That, Don B. Plummer, an unmarried widower of legal age, herein referred to as the Grantor, whose tax mailing address is 162 West Maumee Avenue, Napoleon, Ohio, 43545, 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 temporary Sewer Easement to lay, install, construct, reconstruct, erect, use, repair, supplement, maintain, operate, and/or remove, at any time or times hereafter, its sanitary sewers. The aforementioned temporary sewers for the purpose of this Easement consist of one or more collection lines, having a variable number of pipes and all necessary or desirable appurtenances thereto, 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:

**SEE ATTACHED "LEGAL DESCRIPTION", INCORPORATED HERETO.
SEE ATTACHED EXHIBIT "A", INCORPORATED HERETO FOR ILLUSTRATION PURPOSES ONLY.**

(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 record recorded in Official Records **VOLUME 214, PAGE 625** 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 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, their 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 Temporary Sewer 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 Temporary Sewer(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 its successors and assigns. 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 until October 31, 2015.

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 Grantors will warrant and defend the title to the said easement against all lawful claims.

IN TESTIMONY WHEREOF, Don B. Plummer, the Grantor, has executed this Temporary Easement this _____ day of _____, 201_____.

Don B. Plummer

STATE OF OHIO }
 }
COUNTY OF HENRY } ss:

Before me a Notary Public in and for said County, personally appeared the above named, Don B. Plummer, the Grantors, who acknowledged 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 _____, 201_____.

Notary Public

ACCEPTED BY:

Monica S. Irelan, City Manager

Date

THIS INSTRUMENT PREPARED AND APPROVED BY:

Trevor M. Hayberger
City of Napoleon Law Director
255 West Riverview Avenue
(419) 592-3503

EASEMENT DESCRIPTION PREPARED BY:

Nick E. Nigh, P.S. of Peterman Associates, Inc.
Registered Surveyor No 7384

LEGAL DESCRIPTION VERIFIED BY:

Chad Lulfs P.S. P.E., Napoleon Engineer



website: petermanaes.com
email: petermansw@aol.com

3480 N. Main St., Findlay, Ohio 45840

Phone: 419-422-6672
Fax: 419-422-9466

Job No. 13-0228-8

LEGAL DESCRIPTION
City of Napoleon

Temporary Sewer Easement

Situated in the City of Napoleon, County of Henry, State of Ohio, and being a part of Outlot No. 1 of J.G. Lowe's Addition of Outlots, a tract of land bounded and described as follows:

Beginning at a point, described as lying, N26°51'54"W, a distance of 131.65 feet from the southwesterly corner of a 0.386 acre tract of land as described in OR 214, Page 625, Parcel No. 3 of the Henry County Official Records;

thence along the southwesterly line of said 0.386 acre tract, N26°51'54"W, a distance of 50.50 feet;

thence, N55°02'53"E, a distance of 67.54 feet;

thence, N85°02'53"E, a distance of 10.85 feet;

thence along the northeasterly line of said 0.386 acre tract, S30°17'54"E, a distance of 55.33 feet;

thence, S85°02'53"W, a distance of 21.13 feet;

thence, S55°02'53"W, a distance of 61.24 feet to the Point of Beginning, subject however to all prior easements of record.

See attached "Exhibit A"

NOTE:

The bearings in this legal description are based upon ^{measured} ~~unmeasured~~ and are used only for the purpose of describing angular measurements.

Date: 07-25-2014

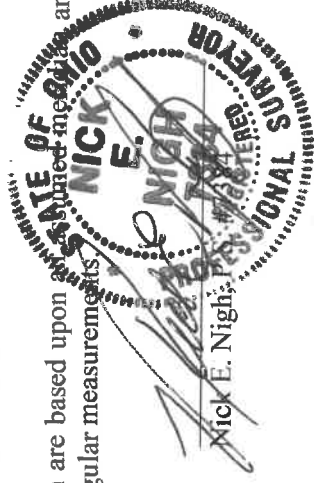
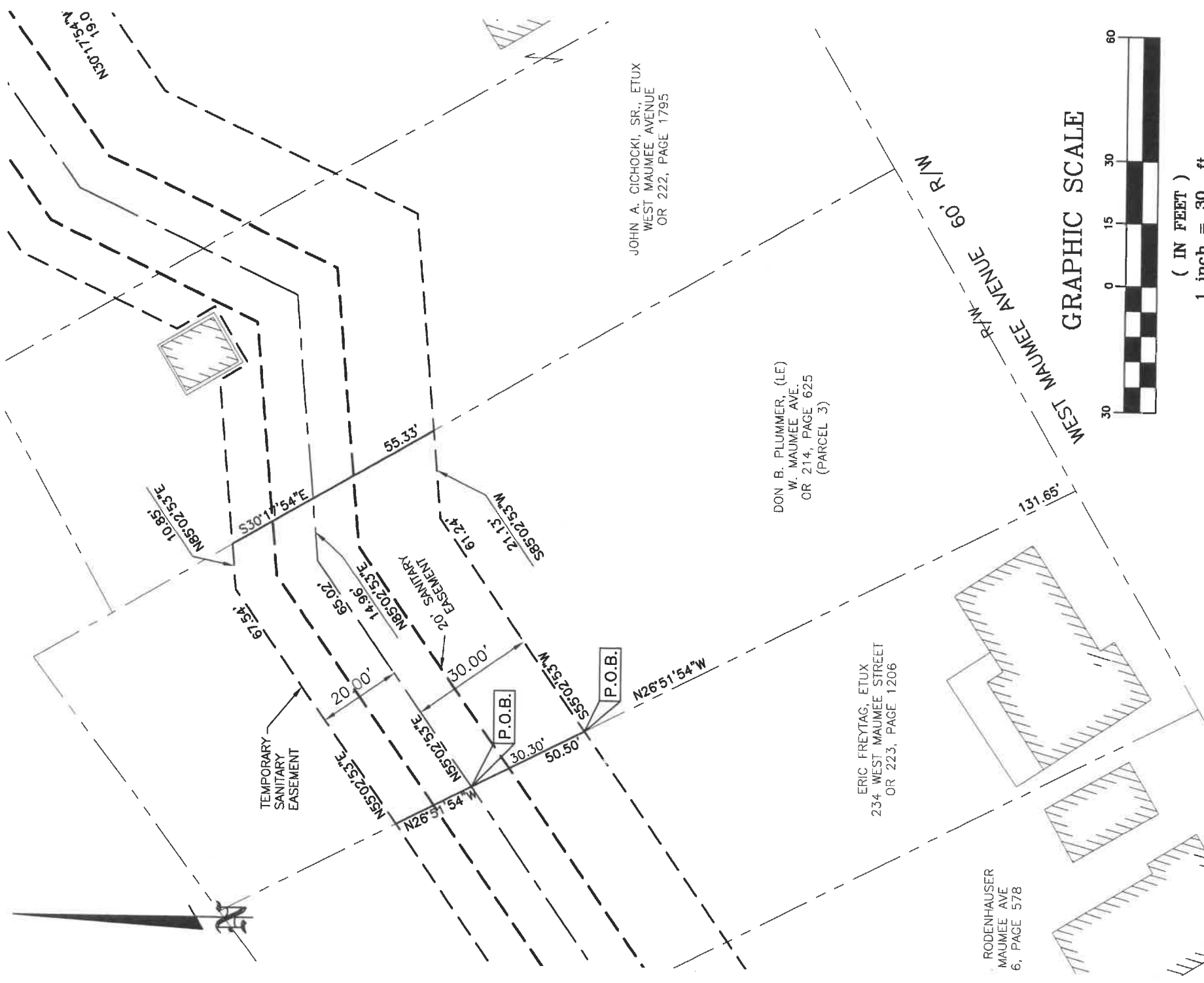


EXHIBIT A



JOHN A. CICHOCKI, SR., ETUX
 WEST MAUMEE AVENUE
 OR 222, PAGE 1795

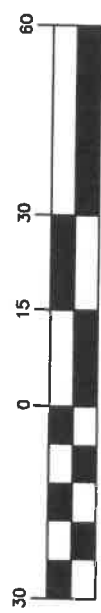
DON B. PLUMMER, (LE)
 W. MAUMEE AVE.
 OR 214, PAGE 625
 (PARCEL 3)

ERIC FREYTAG, ETUX
 234 WEST MAUMEE STREET
 OR 223, PAGE 1206

RODEN-HAUSER
 MAUMEE AVE
 6, PAGE 578

WEST MAUMEE AVENUE 60' R/W

GRAPHIC SCALE



(IN FEET)

1 inch = 30 ft.

PERPETUAL EASEMENT

KNOW ALL MEN BY THESE PRESENTS: That, Don B. Plummer, an unmarried widower of legal age, herein referred to as the Grantor, whose tax mailing address is 162 West Maumee Avenue, Napoleon, Ohio, 43545, 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 Sanitary Sewer Easement to lay, install, construct, reconstruct, erect, use, repair, supplement, maintain, operate, and/or remove, at any time or times hereafter, its sanitary sewers. The aforementioned sanitary sewers for the purpose of this Easement consist of one or more collection lines, having a variable number of pipes and all necessary or desirable appurtenances thereto, 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:

**SEE ATTACHED "LEGAL DESCRIPTION", INCORPORATED HERETO.
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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, their 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 Sanitary Sewer 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 Sanitary Sewer(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 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 Grantor hereby covenants that he is the true and lawful Owner of the above described real estate and have 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 TESTIMONY WHEREOF, Don B. Plummer, the Grantor, has executed this Perpetual Easement this _____ day of _____, 201_____.

Don B. Plummer

STATE OF OHIO }
 }
 } ss:
COUNTY OF HENRY }

Before me a Notary Public in and for said County, personally appeared the above named, Don B. Plummer, the Grantors, who acknowledged 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 _____, 2015.

Notary Public

ACCEPTED BY:

Monica S. Irelan, City Manager

Date

THIS INSTRUMENT PREPARED AND APPROVED BY:

Trevor M. Hayberger
City of Napoleon Law Director
255 West Riverview Avenue
(419) 592-3503

EASEMENT DESCRIPTION PREPARED BY:

Nick E. Nigh, P.S. of Peterman Associates, Inc.
Registered Surveyor No 7384

LEGAL DESCRIPTION VERIFIED BY:

Chad Lulfs P.S. P.E., Napoleon Engineer



website: petermanaes.com
email: petermansw@aol.com

Phone: 419-422-6672
Fax: 419-422-9466

3480 N. Main St., Findlay, Ohio 45840

Job No. 13-0228-12

LEGAL DESCRIPTION
City of Napoleon

20' Sanitary Sewer Easement

Situated in the City of Napoleon, County of Henry, State of Ohio, and being a part of Lot No. 11 in Seth L. Curtis' Subdivision of Lots No. 23 and No. 24 of Lowe's Addition, a tract of land described as lying 10.00 feet on each side of the following described centerline;

Beginning at a point on the southwesterly line of a tract of land as described in OR 214, Page 625, Parcel No. 1 of the Henry County Official Records, described as lying, N30°17'54"W, a distance of 183.69 feet from the southwesterly corner of said tract;

thence, N55°18'31"E, a distance of 75.22 feet to northeasterly line of said tract and being the Point of Ending, subject however to all prior easements of record.

See attached "Exhibit A"

NOTE:

The bearings in this legal description are based upon an unadjusted meridian and are used only for the purpose of describing angular measurements.

Date: 07-25-2014

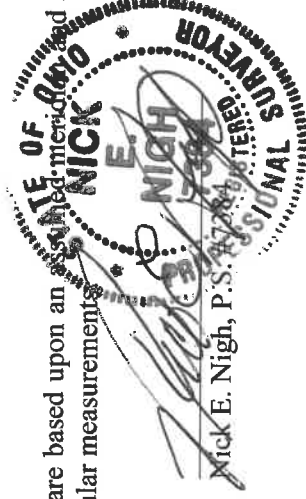
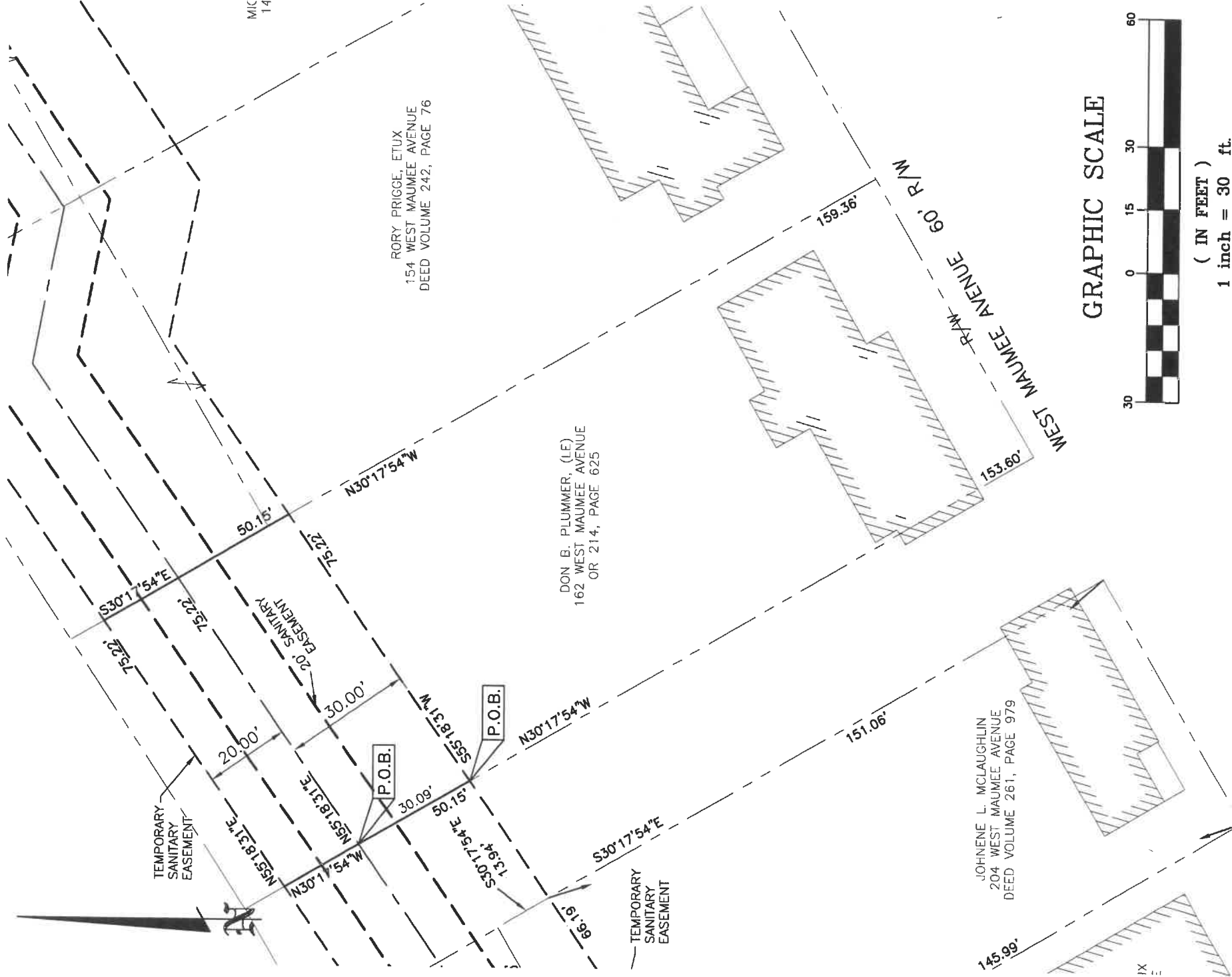


EXHIBIT A



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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 Grantor hereby covenants that he is the true and lawful Owner of the above described real estate and have 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 TESTIMONY WHEREOF, Don B. Plummer, the Grantor, has executed this Perpetual Easement this _____ day of _____, 201_____.

Don B. Plummer

STATE OF OHIO }
 }
COUNTY OF HENRY } ss:

Before me a Notary Public in and for said County, personally appeared the above named, Don B. Plummer, the Grantors, who acknowledged 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 _____, 2015.

Notary Public

ACCEPTED BY:

Monica S. Irean, City Manager

Date

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City of Napoleon Law Director
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3480 N. Main St., Findlay, Ohio 45840

Job No. 13-0228-8

LEGAL DESCRIPTION
City of Napoleon

20' Sanitary Sewer Easement

Situated in the City of Napoleon, County of Henry, State of Ohio, and being a part of Outlot No. 1 of J.G. Lowe's Addition of Outlots, a tract of land described as lying 10.00 feet on each side of the following described centerline;

Beginning at a point on the southwesterly line of a 0.386 acre tract of land as described in OR 214, Page 625, Parcel No. 3 of the Henry County Official Records, described as lying, N26°51'54"W, a distance of 161.95 feet from the southwesterly corner of said 0.386 acre tract;

thence, N55°02'53"E, a distance of 65.02 feet;

thence, N85°02'53"E, a distance of 14.96 feet to the northeasterly line of said 0.386 acre tract and being the Point of Ending, subject however to all prior easements of record.

See attached "Exhibit A"

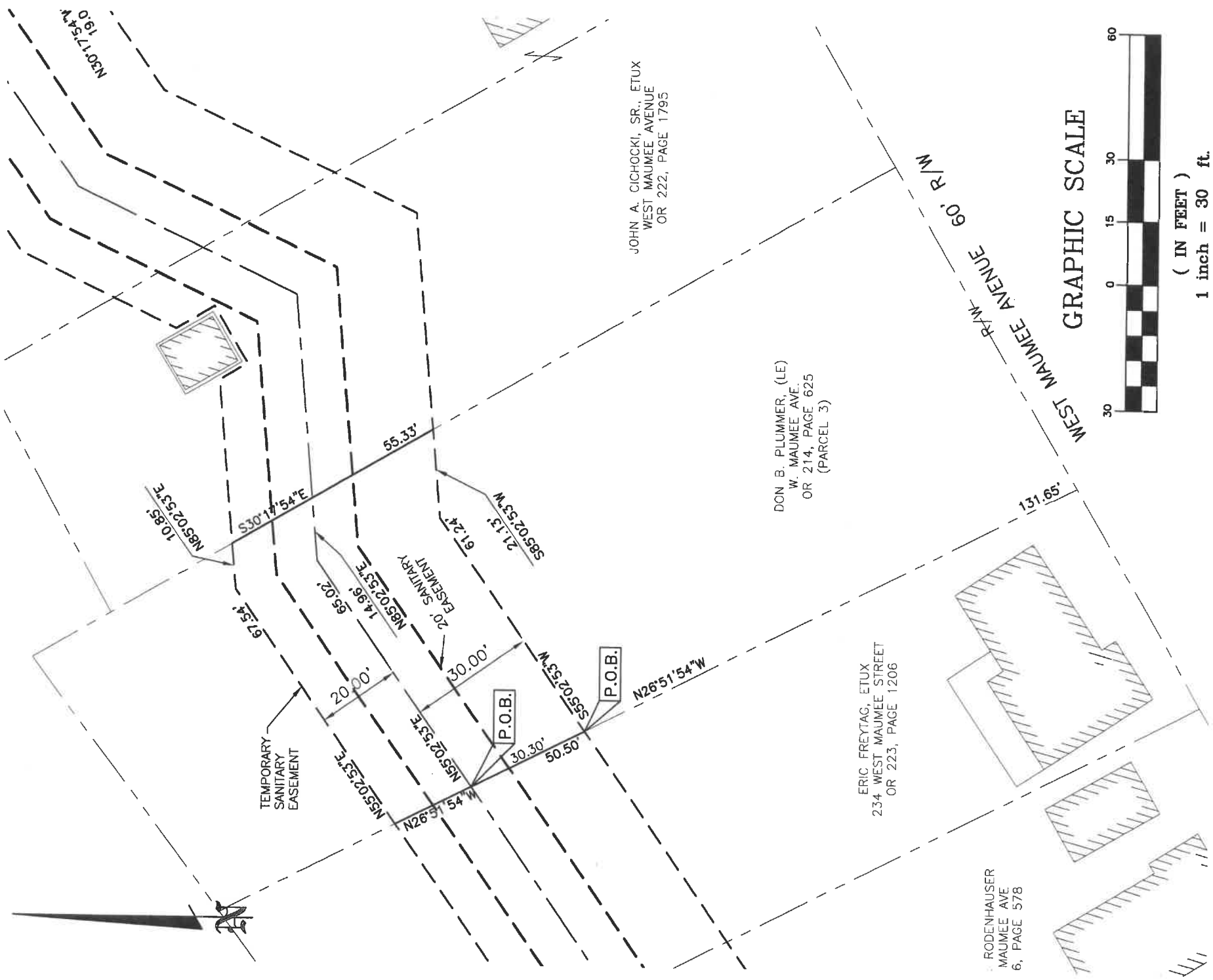
NOTE:

The bearings in this legal description are based upon measurements and are used only for the purpose of describing angular measurements.

Date: 07-25-2014



EXHIBIT A



GRAPHIC SCALE



(IN FEET)
1 inch = 30 ft.



website: petermanaes.com
email: petermansw@aol.com

3480 N. Main St., Findlay, Ohio 45840

Phone: 419-422-6672
Fax: 419-422-9466

Job No. 13-0228-8

LEGAL DESCRIPTION
City of Napoleon

Temporary Sewer Easement

Situated in the City of Napoleon, County of Henry, State of Ohio, and being a part of Outlot No. 1 of J.G. Lowe's Addition of Outlots, a tract of land bounded and described as follows:

Beginning at a point, described as lying, N26°51'54"W, a distance of 131.65 feet from the southwesterly corner of a 0.386 acre tract of land as described in OR 214, Page 625, Parcel No. 3 of the Henry County Official Records;

thence along the southwesterly line of said 0.386 acre tract, N26°51'54"W, a distance of 50.50 feet;

thence, N55°02'53"E, a distance of 67.54 feet;

thence, N85°02'53"E, a distance of 10.85 feet;

thence along the northeasterly line of said 0.386 acre tract, S30°17'54"E, a distance of 55.33 feet;

thence, S85°02'53"W, a distance of 21.13 feet;

thence, S55°02'53"W, a distance of 61.24 feet to the Point of Beginning, subject however to all prior easements of record.

See attached "Exhibit A"

NOTE:

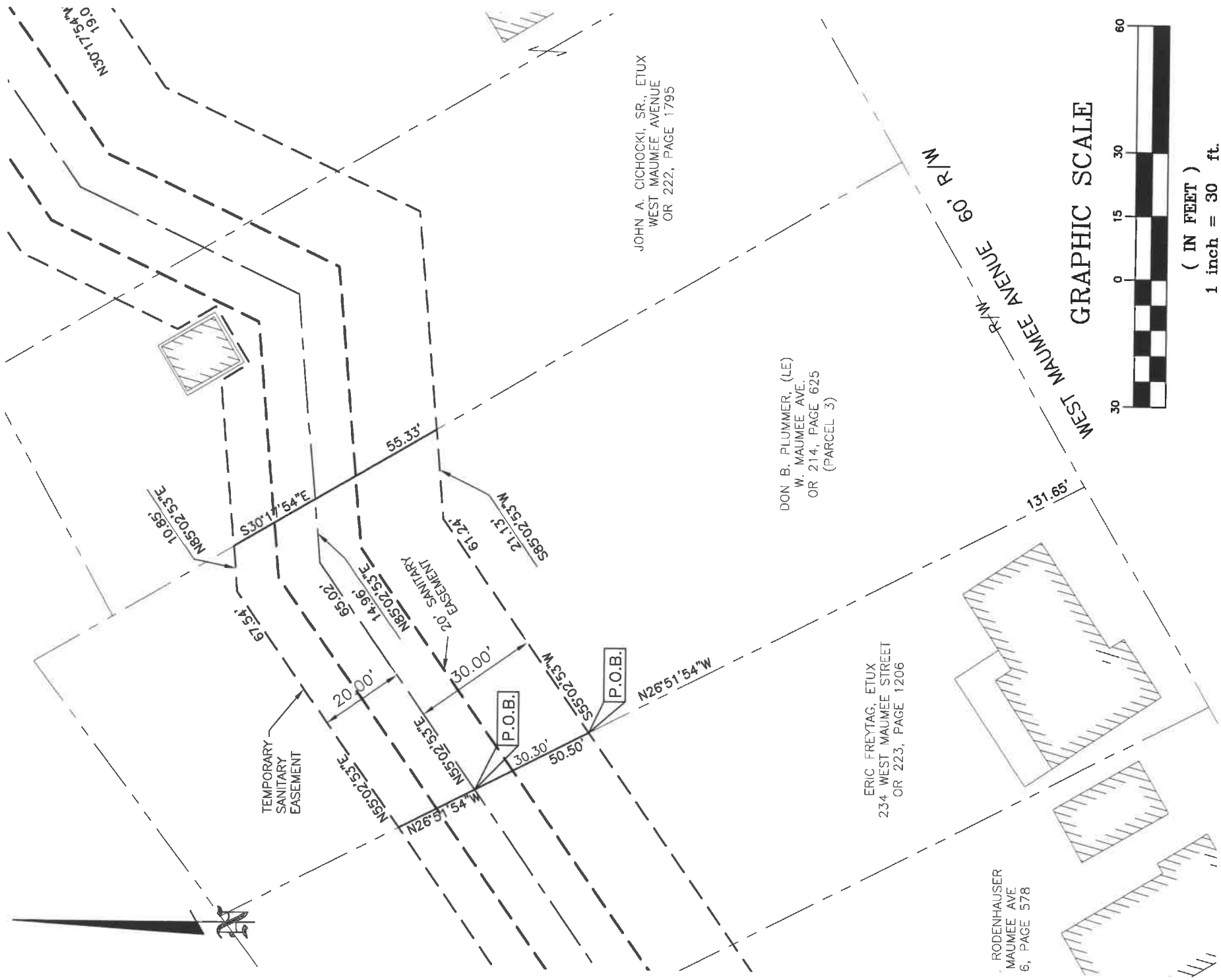
The bearings in this legal description are based upon an assumed meridian and are used only for the purpose of describing angular measurements.

Date: 07-25-2014



Nick E. Nigh, P.S. #7384

EXHIBIT A



JOHN A. CICHOCKI, SR., ETUX
WEST MAUMEE AVENUE
OR 222, PAGE 1795

DON B. PLUMMER, (LE)
W. MAUMEE AVE.
OR 214, PAGE 625
(PARCEL 3)

ERIC FREYTAG, ETUX
234 WEST MAUMEE STREET
OR 223, PAGE 1206

RODENHAUSER
MAUMEE AVE
6, PAGE 578

WEST MAUMEE AVENUE
R/W
60' R/W

GRAPHIC SCALE



(IN FEET)
1 inch = 30 ft.



website: petermanaes.com
email: petermansw@aol.com

Phone: 419-422-6672
Fax: 419-422-9466

3480 N. Main St., Findlay, Ohio 45840

Job No. 13-0228-12

LEGAL DESCRIPTION
City of Napoleon

Temporary Sewer Easement

Situated in the City of Napoleon, County of Henry, State of Ohio, and being Lot No. 1 and part of Lots No. 2 and No. 11 in Seth L. Curtis' Subdivision of Lots No. 23 and No. 24 of Lowe's Addition, a tract of land bounded and described as follows:

Beginning at a point, described as lying, N30°17'54"W, a distance of 153.60 feet from the southwesterly corner of a tract of land as described in OR 214, Page 625, Parcel No. 1 of the Henry County Official Records;

thence along the southwesterly line of said tract, N30°17'54"W, a distance of 50.15 feet;

thence, N55°18'31"E, a distance of 75.22 feet;

thence along the northeasterly line of said tract, S30°17'54"E, a distance of 50.15 feet;

thence, S55°18'31"W, a distance of 75.22 feet to the Point of Beginning, subject however to all prior easements of record.

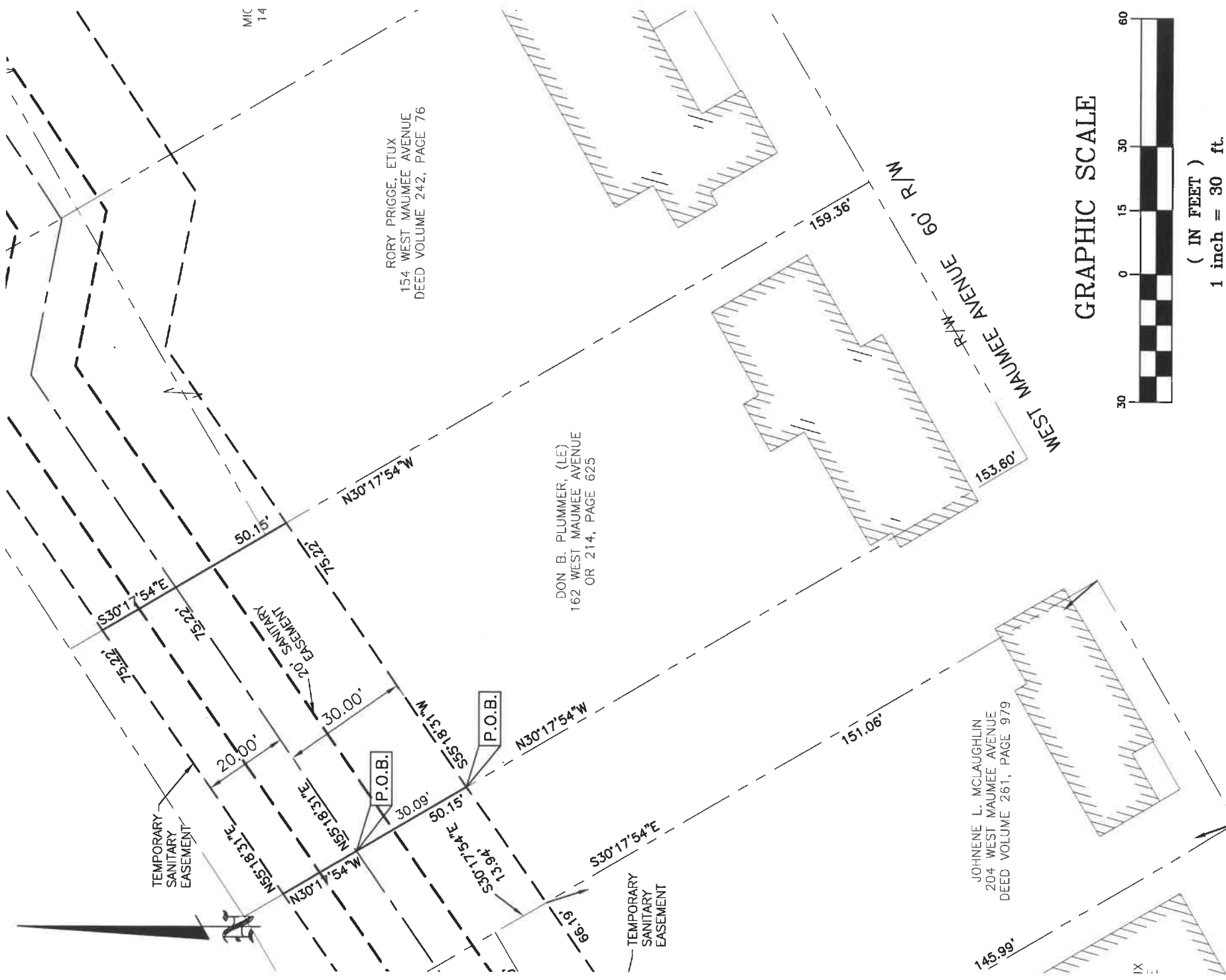
See attached "Exhibit A"

NOTE: The bearings in this legal description are based upon an assumed meridian and are used only for the purpose of describing angular measurements.

Date: 07-25-2014


Nick E. Nigh, P.S.#7584584

EXHIBIT A



MIC 14

RORY PRIGGE, ETUX
154 WEST MAUMEE AVENUE
DEED VOLUME 242, PAGE 76

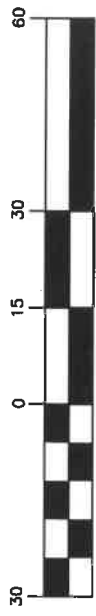
DON B. PLUMMER, (LE)
162 WEST MAUMEE AVENUE
OR 214, PAGE 625

JOHNENE L. MCLAUGHLIN
204 WEST MAUMEE AVENUE
DEED VOLUME 261, PAGE 979

WEST MAUMEE AVENUE 60' R/W

145.99'

GRAPHIC SCALE



(IN FEET)
1 inch = 30 ft.

IX



website: petermanaes.com
email: petermansw@aol.com

3480 N. Main St., Findlay, Ohio 45840

Phone: 419-422-6672
Fax: 419-422-9466

Job No. 13-0228-8

LEGAL DESCRIPTION
City of Napoleon

Temporary Sewer Easement

Situated in the City of Napoleon, County of Henry, State of Ohio, and being a part of Outlot No. 1 of J.G. Lowe's Addition of Outlots, a tract of land bounded and described as follows:

Beginning at a point, described as lying, N26°51'54"W, a distance of 131.65 feet from the southwesterly corner of a 0.386 acre tract of land as described in OR 214, Page 625, Parcel No. 3 of the Henry County Official Records;

thence along the southwesterly line of said 0.386 acre tract, N26°51'54"W, a distance of 50.50 feet;
thence, N55°02'53"E, a distance of 67.54 feet;
thence, N85°02'53"E, a distance of 10.85 feet;
thence along the northeasterly line of said 0.386 acre tract, S30°17'54"E, a distance of 55.33 feet;
thence, S85°02'53"W, a distance of 21.13 feet;
thence, S55°02'53"W, a distance of 61.24 feet to the Point of Beginning, subject however to all prior easements of record.

See attached "Exhibit A"

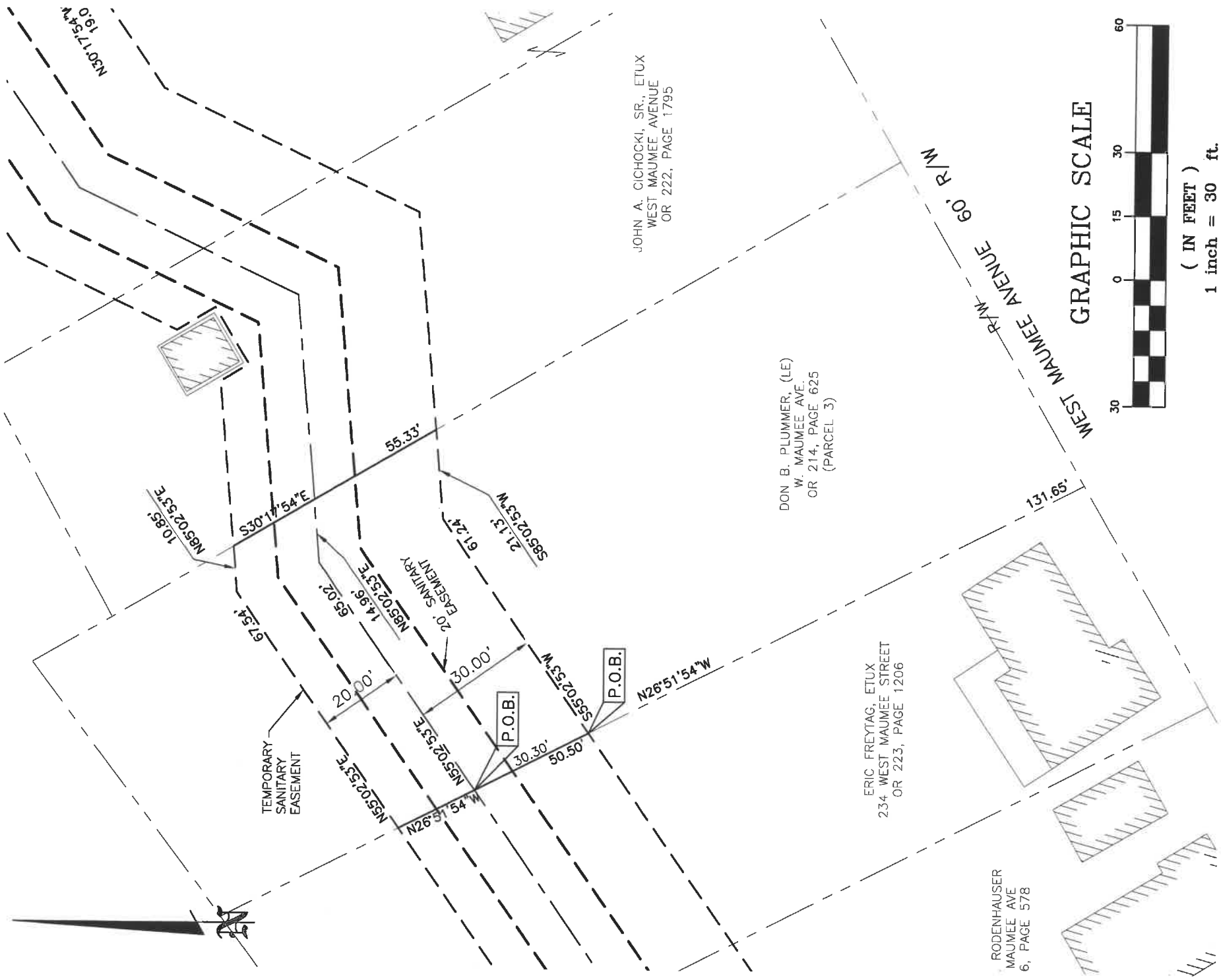
NOTE:

The bearings in this legal description are based upon an assumed meridian and are used only for the purpose of describing angular measurements.

Date: 07-25-2014



EXHIBIT A



GRAPHIC SCALE



(IN FEET)
1 inch = 30 ft.



website: petermanacs.com
email: petermansw@aol.com

Phone: 419-422-6672
Fax: 419-422-9466

3480 N. Main St., Findlay, Ohio 45840

Job No. 13-0228-12

LEGAL DESCRIPTION
City of Napoleon

Temporary Sewer Easement

Situated in the City of Napoleon, County of Henry, State of Ohio, and being Lot No. 1 and part of Lots No. 2 and No. 11 in Seth L. Curtis' Subdivision of Lots No. 23 and No. 24 of Lowe's Addition, a tract of land bounded and described as follows:

Beginning at a point, described as lying, N30°17'54"W, a distance of 153.60 feet from the southwesterly corner of a tract of land as described in OR 214, Page 625, Parcel No. 1 of the Henry County Official Records;

thence along the southwesterly line of said tract, N30°17'54"W, a distance of 50.15 feet;

thence, N55°18'31"E, a distance of 75.22 feet;

thence along the northeasterly line of said tract, S30°17'54"E, a distance of 50.15 feet;

thence, S55°18'31"W, a distance of 75.22 feet to the Point of Beginning, subject however to all prior easements of record.

See attached "Exhibit A"

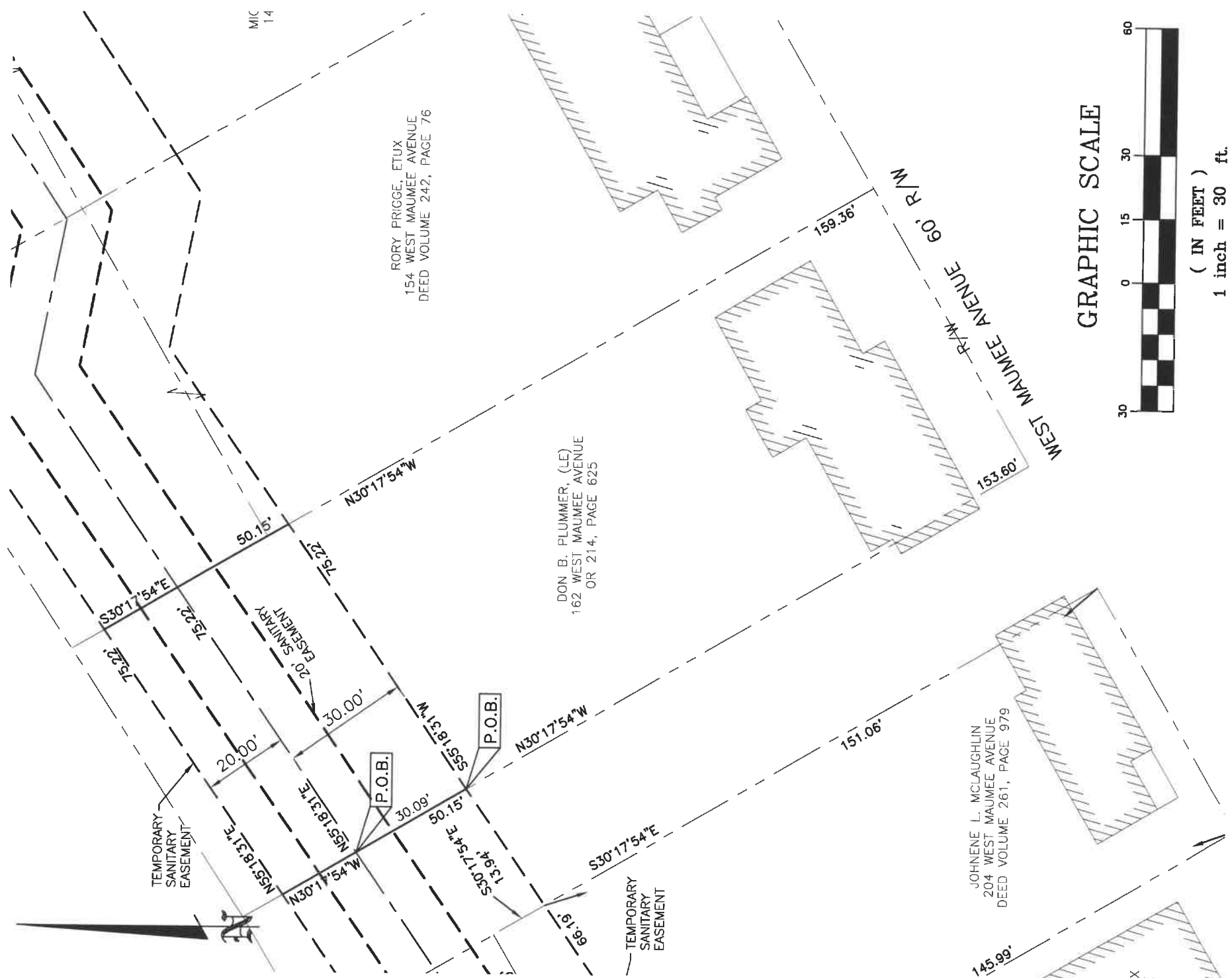
NOTE:

The bearings in this legal description are based upon an assumed meridian and are used only for the purpose of describing angular measurements.

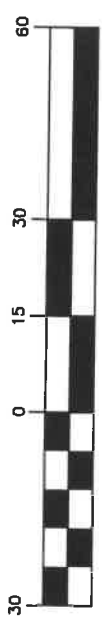
Date: 07-25-2014



EXHIBIT A



GRAPHIC SCALE



(IN FEET)
1 inch = 30 ft.



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Phone: 419-422-6672
Fax: 419-422-9466

3480 N. Main St., Findlay, Ohio 45840

Job No. 13-0228-8

LEGAL DESCRIPTION
City of Napoleon

20' Sanitary Sewer Easement

Situated in the City of Napoleon, County of Henry, State of Ohio, and being a part of Outlot No. 1 of J.G. Lowe's Addition of Outlots, a tract of land described as lying 10.00 feet on each side of the following described centerline;

Beginning at a point on the southwesterly line of a 0.386 acre tract of land as described in OR 214, Page 625, Parcel No. 3 of the Henry County Official Records, described as lying, N26°51'54"W, a distance of 161.95 feet from the southwesterly corner of said 0.386 acre tract;

thence, N55°02'53"E, a distance of 65.02 feet;

thence, N85°02'53"E, a distance of 14.96 feet to the northeasterly line of said 0.386 acre tract and to the Point of Ending, subject however to all prior easements of record.

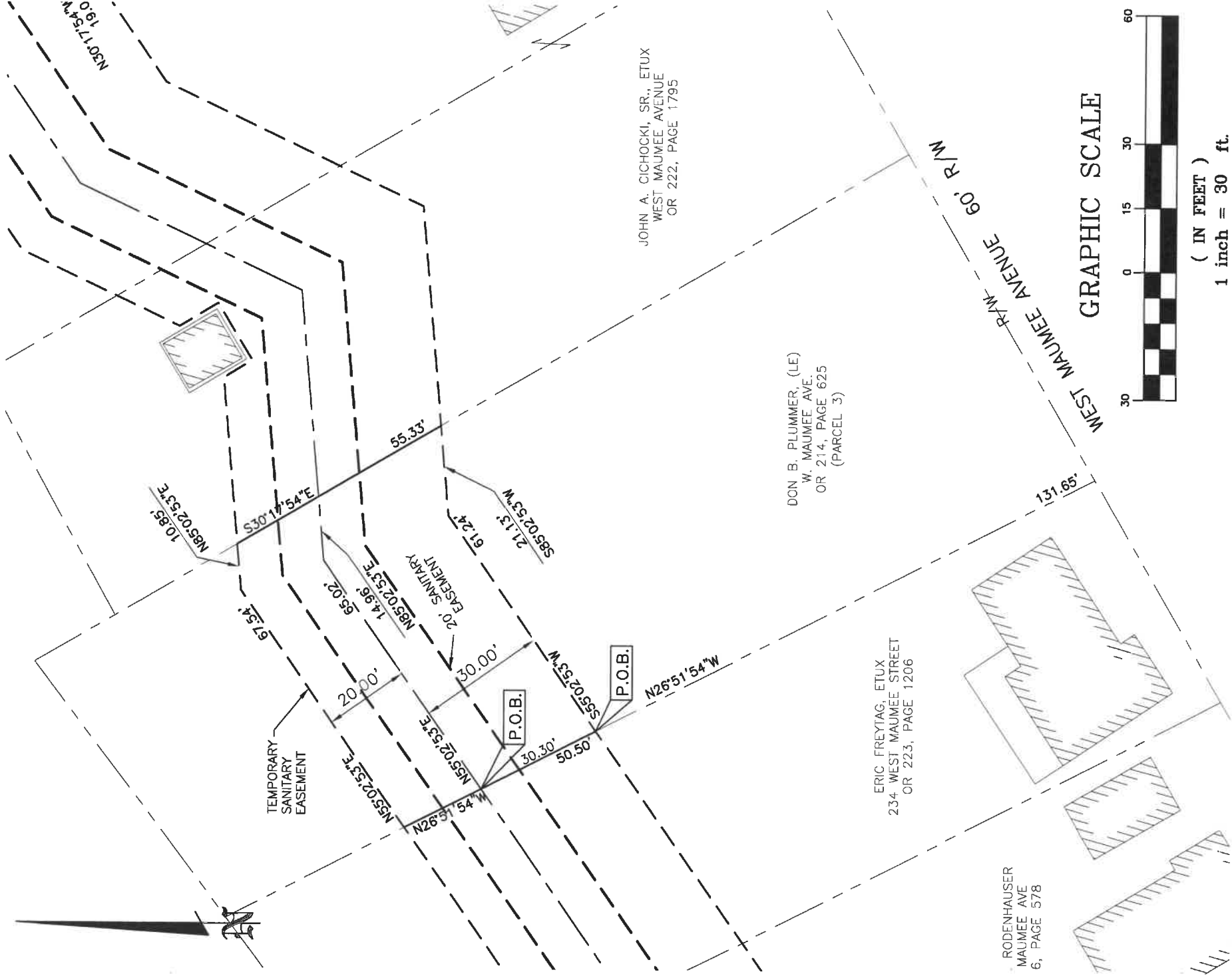
See attached "Exhibit A"

The bearings in this legal description are based upon an assumed meridian and are used only for the purpose of describing angular measurements.

07-25-2014



EXHIBIT A



GRAPHIC SCALE

(IN FEET)
1 inch = 30 ft.



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email: petermansw@aol.com

Phone: 419-422-6672
Fax: 419-422-9466

3480 N. Main St., Findlay, Ohio 45840

Job No. 13-0228-12

LEGAL DESCRIPTION
City of Napoleon

20' Sanitary Sewer Easement

Situated in the City of Napoleon, County of Henry, State of Ohio, and being a part of Lot No. 11 in Seth L. Curtis' Subdivision of Lots No. 23 and No. 24 of Lowe's Addition, a tract of land described as lying 10.00 feet on each side of the following described centerline;

Beginning at a point on the southwesterly line of a tract of land as described in OR 214, Page 625, Parcel No. 1 of the Henry County Official Records, described as lying, N30°17'54"W, a distance of 183.69 feet from the southwesterly corner of said tract;

thence, N55°18'31"E, a distance of 75.22 feet to northeasterly line of said tract and being the Point of Ending, subject however to all prior easements of record.

See attached "Exhibit A"

NOTE: The bearings in this legal description are based upon an assumed meridian and are used only for the purpose of describing angular measurements.

Date: 07-25-2014

Nick E. Nigh, P.S. #75844

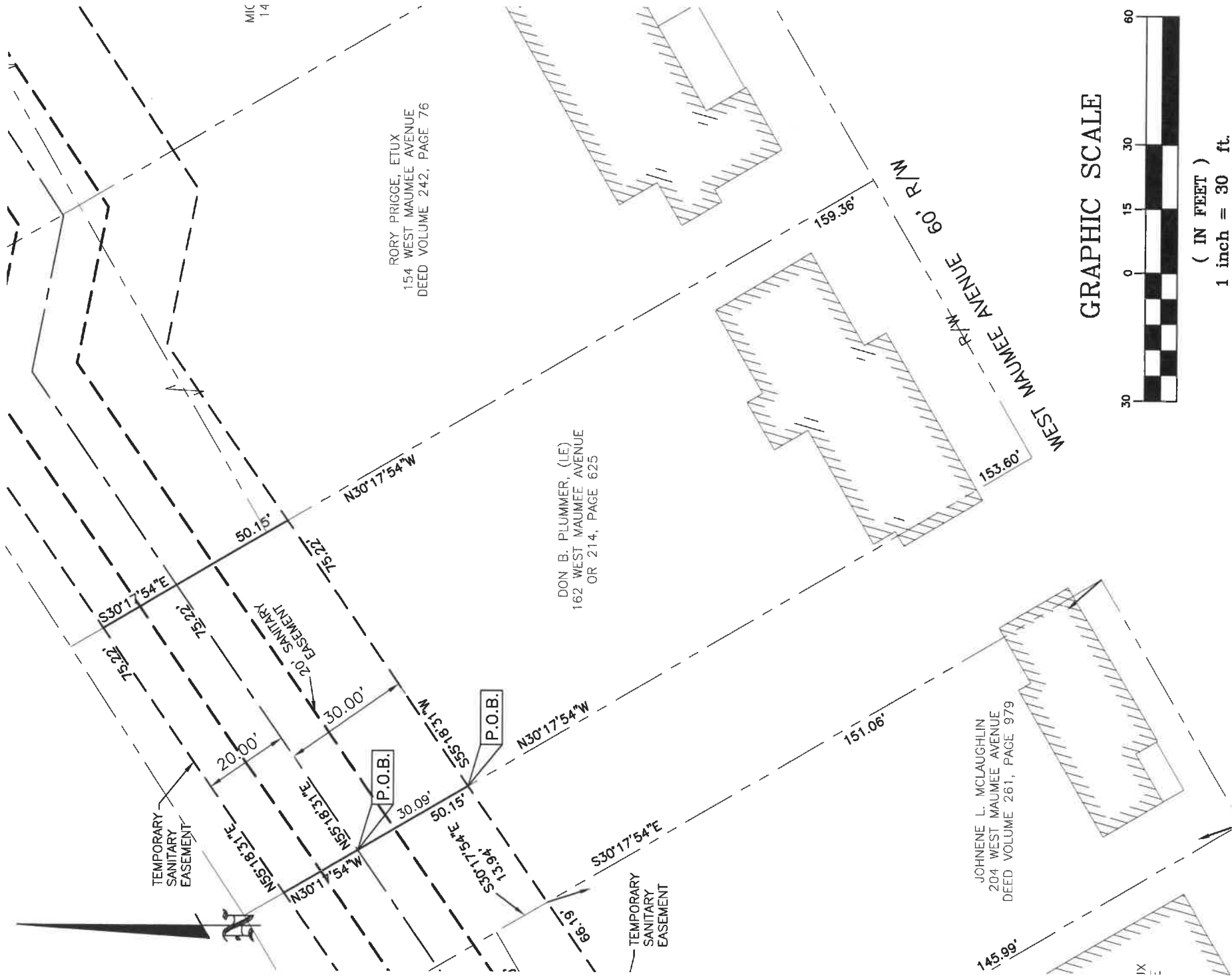
EXHIBIT A

MIC
14

RORY PRIGGE, ETUX
154 WEST MAUMEE AVENUE
DEED VOLUME 242, PAGE 76

DON B. PLUMMER, (LE)
162 WEST MAUMEE AVENUE
OR 214, PAGE 625

JOHNE L. McLAUGHLIN
204 WEST MAUMEE AVENUE
DEED VOLUME 261, PAGE 979



GRAPHIC SCALE



(IN FEET)

1 inch = 30 ft.



website: petermanaes.com
email: petermansw@aol.com

Phone: 419-422-6672
Fax: 419-422-9466

3480 N. Main St., Findlay, Ohio 45840

Job No. 13-0228-8

LEGAL DESCRIPTION
City of Napoleon

20' Sanitary Sewer Easement

Situated in the City of Napoleon, County of Henry, State of Ohio, and being a part of Outlot No. 1 of J.G. Lowe's Addition of Outlots, a tract of land described as lying 10.00 feet on each side of the following described centerline;

Beginning at a point on the southwesterly line of a 0.386 acre tract of land as described in OR 214, Page 625, Parcel No. 3 of the Henry County Official Records, described as lying, N26°51'54"W, a distance of 161.95 feet from the southwesterly corner of said 0.386 acre tract;

thence, N55°02'53"E, a distance of 65.02 feet;

thence, N85°02'53"E, a distance of 14.96 feet to the northeasterly line of said 0.386 acre tract and being the Point of Ending, subject however to all prior easements of record.

See attached "Exhibit A"

NOTE:

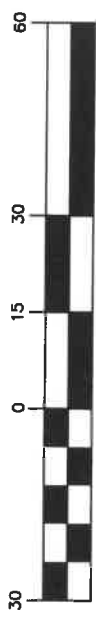
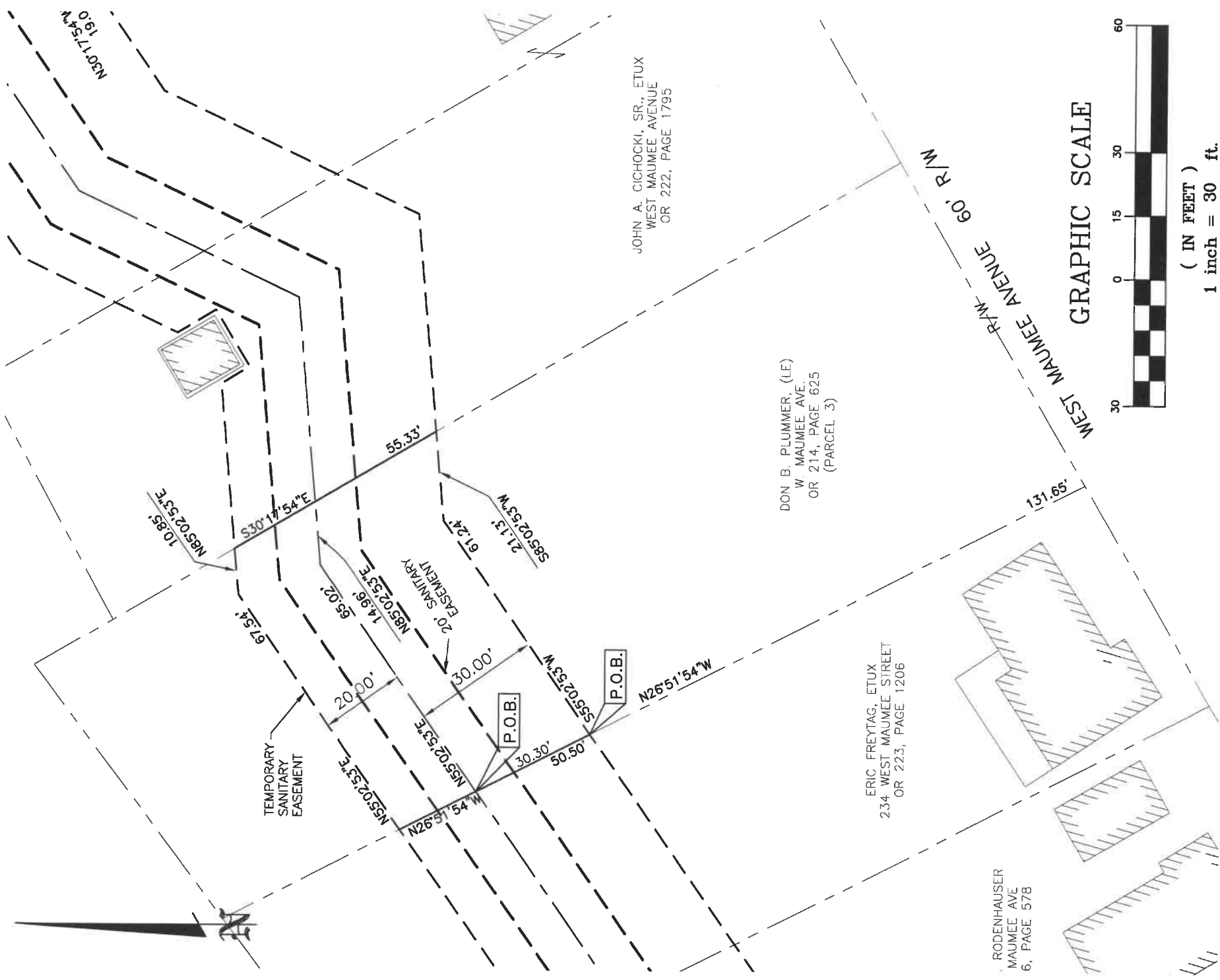
The bearings in this legal description are based upon an assumed meridian and are used only for the purpose of describing angular measurements

Date: 07-25-2014



Nick E. Nigh, P.S. #7384

EXHIBIT A



(IN FEET)
1 inch = 30 ft.



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email: petermansw@aol.com

Phone: 419-422-6672
Fax: 419-422-9466

3480 N. Main St., Findlay, Ohio 45840

Job No. 13-0228-12

LEGAL DESCRIPTION
City of Napoleon

20' Sanitary Sewer Easement

Situated in the City of Napoleon, County of Henry, State of Ohio, and being a part of Lot No. 11 in Seth L. Curtis' Subdivision of Lots No. 23 and No. 24 of Lowe's Addition, a tract of land described as lying 10.00 feet on each side of the following described centerline;

Beginning at a point on the southwesterly line of a tract of land as described in OR 214, Page 625, Parcel No. 1 of the Henry County Official Records, described as lying, N30°17'54"W, a distance of 183.69 feet from the southwesterly corner of said tract;

thence, N55°18'31"E, a distance of 75.22 feet to northeasterly line of said tract and being the Point of Ending, subject however to all prior easements of record.

See attached "Exhibit A"

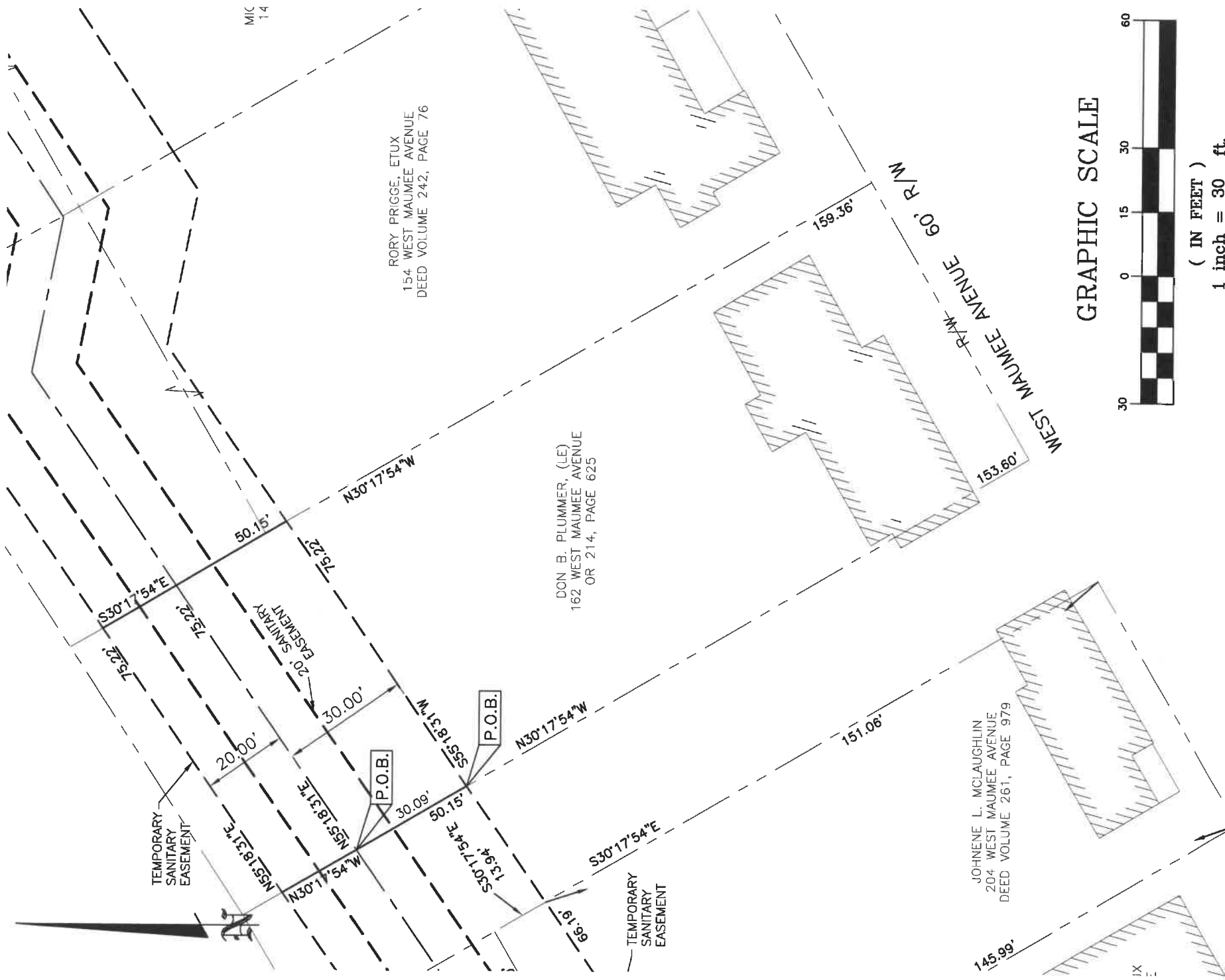
NOTE:

The bearings in this legal description are based upon an assumed meridian and are used only for the purpose of describing angular measurements.

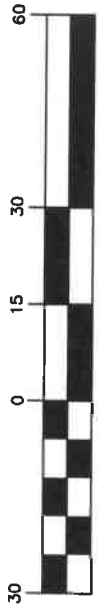
Date: 07-25-2014


Nick E. Nigh, P.S. #7384


EXHIBIT A



MIC 14



QUIT-CLAIM DEED

Don B. Plummer, as unmarried widower of legal age, do hereby REMISE, RELEASE AND QUIT-CLAIM unto Raymond G. Plummer, Joyce A. Plummer and Janice L. Prigge, all of my right, title and interest in and to the following described REAL ESTATE:

✓ Parcel No. 1: Situated in the City of Napoleon, County of Henry and State of Ohio and known as:

Lot Number One (1) and the westerly nine (9') feet of Lot Number Two (2) in Seth L. Curtis' Subdivision of Lots Number Twenty-three and Twenty-four (24) of Lowe's Addition to the Village (now City) of Napoleon, Henry County, Ohio; and also that part of Lot Eleven (11) of said Subdivision which lies north of said Lot One (1) and the westerly nine (9') feet of Lot Number Two (2) and bounded on the north by the south bank of the Maumee River; on the south by the north line of said Lot 1 and the westerly nine (9') feet of Lot Two (2); on the west by the west line of Lot One (1) extended and on the east by the easterly line of said conveyance of nine feet (9') of Lot Two (2) extended, but subject to all legal highways, easements and restrictions of record.

Parcel No. 41-009965.0020

✓ 200600056641
Filed for Record in
HENRY COUNTY OHIO
SARA L. RYLES
03-28-2006 At 11:25 am.
GRIFFIN DEED 28-00
OR Volume 214 Page 625 - 626

PREVIOUS INSTRUMENT:

Deed Record Volume 168 at Page 6
Official Record Volume 211, Page 461
Official Record Volume 214, Page 596
Henry County, Ohio Recorder's Office

✓ Parcel No. 2: Situated in the City of Napoleon, County of Henry and State of Ohio and known as:

Lots Four (4), Five (5) and Six (6) in L.G. Randall's First Addition to said Village (now City) of Napoleon, Henry County, Ohio, subject to the perpetual easement from Ruth E. Plummer to the City of Napoleon, Henry County, Ohio, recorded in Volume 70 at Page 864 of the Official Records of the Henry County, Ohio Recorder's Office.

Parcel Nos. 41-009511.0080 and 41-009511.0100

✓ Parcel No. 3: Situated in the County of Henry in the State of Ohio and in the City of Napoleon and bounded and described as follows:

A parcel of land being the Northeast corner of Outlot No. 1 of John G. Lowe's Addition of Outlots being a subdivision of the Northwest Fractional Quarter of Section 24 and a parcel being the West part of the Northeast Fractional Quarter of Section 24, Town 5 North, Range 6 East, Napoleon Township, City of Napoleon, Ohio, being more particularly described as follows:

Beginning at a point on the North line of Maumee Avenue, said point being the Southeast corner of Outlot No. 1 of John G. Lowe's Addition of Outlots and the point of intersection of the West line of the Northeast Fractional Quarter of Section 24 and the Northerly right-of-way line of Maumee Avenue;

thence North 59° 30' East along the Northerly right-of-way line of Maumee Avenue a distance of 41.25 feet to a stone, said stone being the true place of beginning of the parcel herein described; thence continuing North 59° 30' East along the Northerly right-of-way line of Maumee Avenue a distance of 74.91 feet to an iron pin;

thence North 30° 30' West at right angles to the Northerly right-of-way line of Maumee Avenue a distance of 73.5 feet to an iron pin;

200600056641
WEEKLISON
PICK UP

APPROVED
Mapping Dept. By [Signature]

Affidavit - Page 2

thence continuing North 30° 30' West a distance of 116.5 feet to an iron pin;
thence continuing North 30° 30' West a distance of 40 feet, more or less, to the low water line of the Maumee River;
thence Southwesterly along the low water line of the Maumee River to a point;
thence South 30° 30' East a distance of 29 feet, more or less, to an iron pin;
thence continuing South 30° 30' East a distance of 116.5 feet to an iron pin;
thence continuing South 30° 30' East a distance of 73.5 feet to the place of beginning of the parcel herein described containing approximately 0.386 acres of land, more or less, subject to all legal highways and easements and restrictions of record.

(Said real estate was surveyed by Eugene C. Gerken, Registered Surveyor #5061 on November 19, 1970)

Parcel No. 41-009335.0020

PREVIOUS INSTRUMENTS (Parcels 2 and 3):
Official Record Volume 211, Page 459
Official Record Volume 214, Page 596
Henry County, Ohio Recorder's Office

GRANTOR RESERVES A LIFE ESTATE FOR AND DURING THE TERM OF HIS NATURAL LIFE IN AND TO THE ABOVE DESCRIBED REAL ESTATE. GRANTOR FURTHER AGREES AND COVENANTS WITH GRANTEE THAT SAID LIFE ESTATE IS NON-ASSIGNABLE AND THAT GRANTOR WILL NOT TRANSFER OR SELL SAID LIFE ESTATE DURING HIS NATURAL LIFE.

WITNESS my hand this 27th day of March, 2006.

STATE OF OHIO
County of Henry, ss.

Before me, the undersigned, a Notary Public in and for the State of Ohio, personally appeared Don B. Plummer, an unmarried widower of legal age, Grantor, who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed for the uses and purposes contained therein.

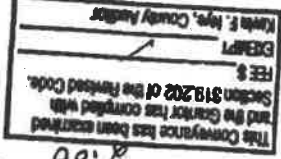
IN TESTIMONY WHEREOF, I have hereunto set my hand at Napoleon, Ohio, this 27th day of March, 2006.

MY COMMISSION EXPIRES:



THIS INSTRUMENT PREPARED BY:
David F. Meekison
Meekison Law Firm
123 West Washington Street
Napoleon, OH 43545
Phone: (419) 592-6801

David F. Meekison
Notary Public - State of Ohio



AUDITOR'S OFFICE
TRANSFERRED
MAR 28 2006
HENRY CO. AUDITOR

PERPETUAL EASEMENT

Know All Men By These Presents: That, Ruth E. Plummer, a married woman of legal age, whose tax mailing address is 162 West Maumee Avenue, 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 City of Napoleon, County of Henry and State of Ohio, and described as:

Being the northeasterly fifteen (15) feet Lots 4, 5 and 6 of L.G. Randall's First Addition, Harrison Township, City of Napoleon, Henry County, Ohio, and being more particularly described as follows:

Commencing at a point being the intersection of the southerly right-of-way line of Euclid Avenue and the westerly line of an eleven and eighty-eight hundredths (11.88) foot alley and the northeasterly corner of Lot 3 of L.G. Randall's First Addition; thence South 43°18'47" East and along said westerly line of the alley, a distance of sixty and seventy-five hundredths (60.75) feet to the northeasterly corner of said Lot 3 and the POINT OF BEGINNING; thence continuing South 43°18'47" East and along said westerly line of the alley, a distance of two hundred and fifty-four hundredths (200.54) feet to a point; thence South 0°46'4" West and along the westerly line of the north-south segment of the alley, a distance of four and forty-seven hundredths (4.47) feet to a point being the northeasterly corner of Lot 7 of L.G. Randall's First Addition; thence South 44°48'14" West and along the northerly line of Lot 7, a distance of eleven and ninety hundredths (11.90) feet to a point; thence North 43°18'47" West, a distance of two hundred, three and sixty-five hundredths (203.65) feet to a point on the southerly line of said Lot 3; North 44°48'14" East and along said southerly line of Lot 3, a distance of fifteen and one hundredth (15.01) feet to the POINT OF BEGINNING and containing 3,049.89 square feet (0.07 acres) of land, more or less.

The Grantor claims title to the above described property by virtue of deed recorded in Deed/Official Record Volume 251, Page 1175 and Volume 222, Page 656 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.

200000009795
CITY OF NAPOLEON
PICK UP CALL 592-3503

200000009795 ✓
Filed for Record in
HENRY COUNTY OHIO
ARLENE A WALLACE
On 05-22-2000 At 03:38 pm.
EASEMENT 18.00
DR Volume 70 Page 864 - 866

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, 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, after completion of the original construction known as the "Euclid Avenue Sanitary Sewer Project", 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 Grantor.

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 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 warrants 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: Ruth E. Plummer, a married woman of legal age, the Grantor, has executed this Perpetual Easement this 22nd day of May, 2000.

Signed and acknowledged in the presence of:

[Signature]
Linda J. Heinke

Ruth E. Plummer
Ruth E. Plummer

STATE OF Ohio
COUNTY OF Henry

ss:

Before me a Notary Public in and for said County, personally appeared the above named Ruth E. Plummer, the Grantor, who acknowledged that she did sign the foregoing instrument and that the same is her free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 22 day of May 2000.

(seal)

[Signature]
Notary Public

Linda J. Heinke
183336
Notary Public, State of Ohio
My Commission Expires June 25, 200
Notary Public in Jefferson County

IN WITNESS WHEREOF: Don B. Plummer, the spouse of Ruth E. Plummer, the Grantor, does hereby release all rights of dower for this Permanent Easement for Utility Purpose this 22nd day of May, 2000.

Signed and acknowledged in the presence of:

[Signature]
Linda J. Helmke

[Signature]
Don B. Plummer

STATE OF Ohio
COUNTY OF Henry

ss:

Before me a Notary Public in and for said County, personally appeared the above named Don B. Plummer, the spouse of Ruth E. Plummer, 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 22 day of May, 2000.

(seal)

[Signature]
Notary Public

Linda J. Helmke
183336
Notary Public, State of Ohio
My Commission Expires June 25, 2001
Recorded in Jefferson County

Accepted by:

[Signature]
Jon A. Bisher, City Manager

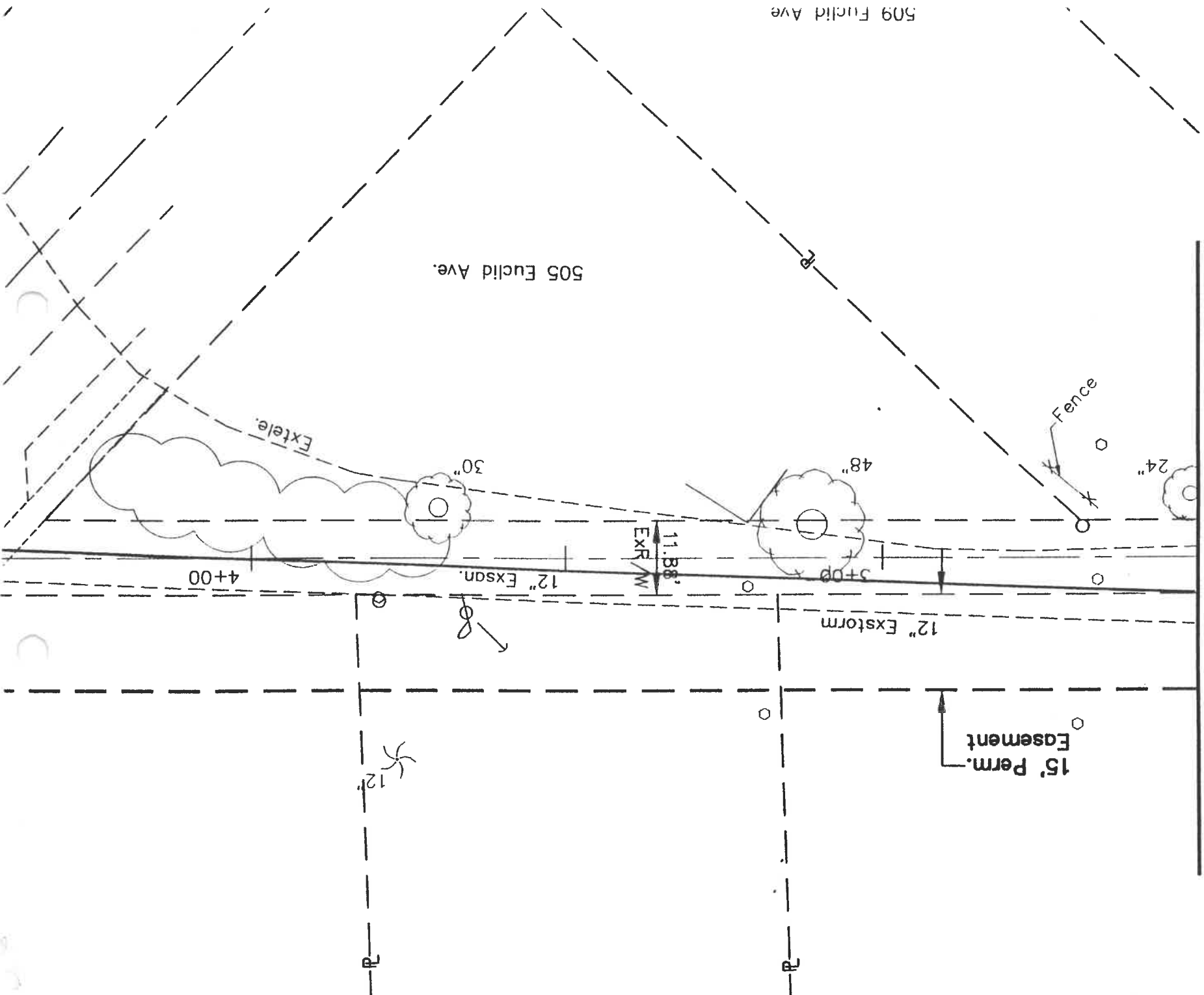
22 MAY 00
Date

This Instrument Prepared and

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

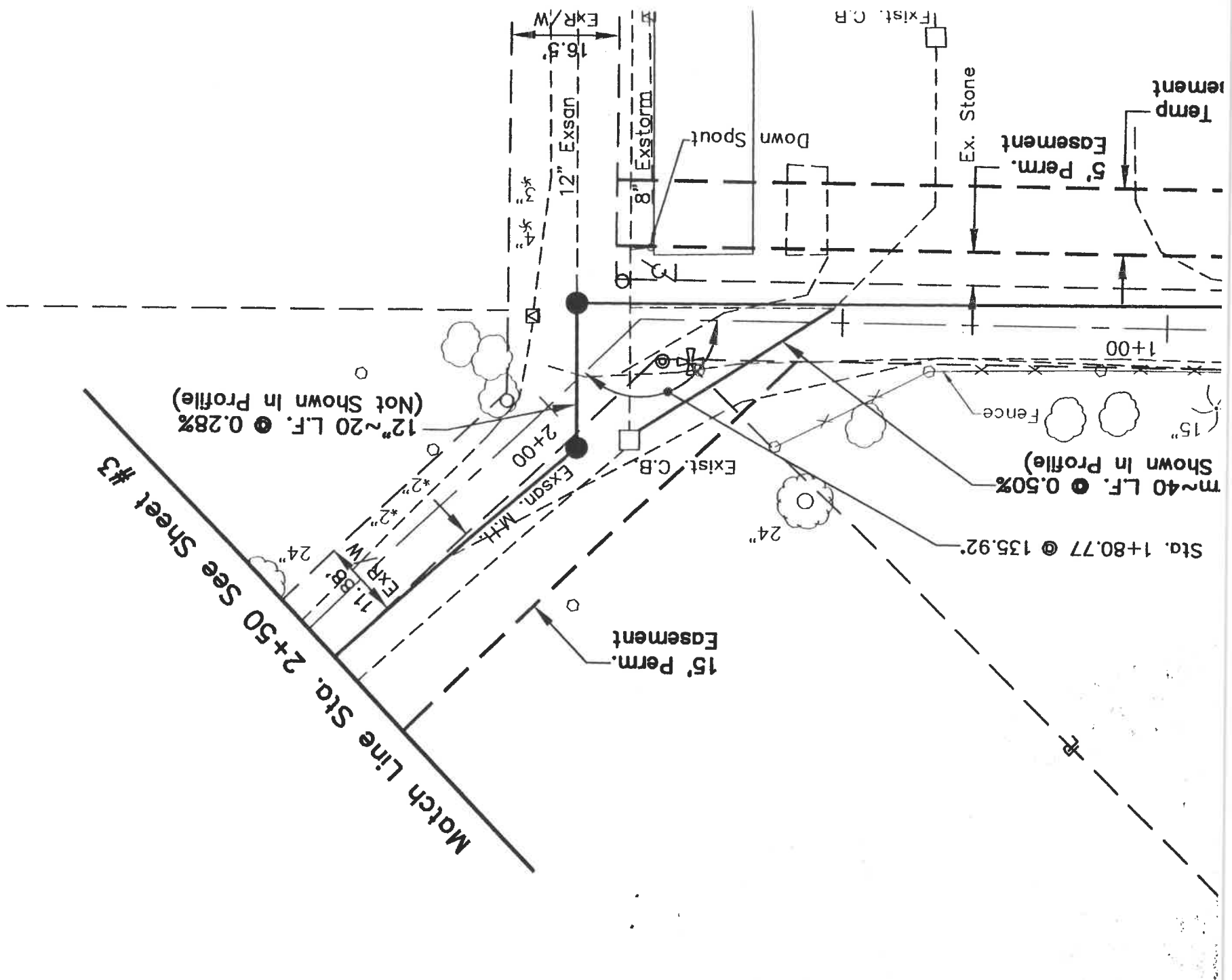
Easement Description
Provided And Verified By:
Adam C. Hoff, P.E. - City Engineer

Match Line Sta. 2+50 See Sheet #2



Match Line Sta. 2+50 See Sheet #3

12"~20 L.F. @ 0.28%
(Not Shown in Profile)



m~40 L.F. @ 0.50%
Shown in Profile

Sta. 1+80.77 @ 135.92%

5' Perm. Easement

Ex. Stone

Exist. C.B.

15' Perm. Easement

Exist. C.B.

2+00

12" Exsn.

8" Exstorm

Down Spout

Temp. Easement

1+00

Fence

15"

24"

15' Exsn. M.H.

1.88' Exsn. M.H.

12"

24"

24"

12"

15' Exsn. M.H.

Deed On Decree Or Order Of Sale

To all Persons to Whom these Presents shall Come:

to-wit:

Whereas, at the 1993 Second Part, / Term 30, of the Court of Common Pleas of the County of

Henry and State of Ohio, in an action numbered on the Docket of said Court as

Case No. 92 CV 124, wherein Luella Parks

Plaintiff, and Cheryl Huddle, Dwight Huddle,

Herbert C. Huddle, Jay O. Huddle and Marilyn Leaders,

(1)
(2)
(3)

Defendant s, an order of sale Dated May 7th, 19 93 was adjudged and decreed

to the said Luella Parks

NE 15'

against the said Cheryl Huddle

rt C. Huddle, Jay O. Huddle

and Marilyn Leaders for the
(\$7,500.00) Dollars for each
Thousand and No/100 (\$15,00

Five Hundred and No/100
or the sum of Fifteen
thousand and No/100 said parcels collectively,

~~FOR THE COURT~~

~~Costs and costs of suit:~~

And Whereas, pursuant to said judgment, an order of sale was afterwards, on the 14th day of

May, 1993, duly issued by said Court, commanding the Sheriff of said County to sell the hereinafter described premises according to law;

And Whereas, I, John J. Nye, the Sheriff aforesaid, having caused said premises to be appraised, and a copy of the appraisement to be duly filed in the office of the Clerk of said Court, and having advertised the time and place of selling the same, in the Northwest-Signal,

_____ a newspaper printed and of general circulation in said County, for the period of thirty days prior to the day of sale, and otherwise complied with said order and the statute in such cases:

And Whereas, on the 2nd day of July, 1993, at the Courthouse door in said County at 10:30 o'clock A.M. of said day, I, the said Sheriff,

"at the door of the Court House" or "on the premises"

exposed said Real Estate for sale at Public Auction, and the same was then and there sold to the hereinafter named grantee, for the sum of Ten Thousand and No/100 (\$10,000.00) -- -- Dollars, the bid of said grantee being the highest and best bid offered, and said sum being not less than two-thirds the appraised value thereof;

Part, to-wit:

And Whereas, at the 1993 Second Term of said Court, the said proceedings by the said Sheriff had in the premises, were submitted to said Court, and by it in all respects confirmed, and the said Sheriff was ordered and directed to make a Deed of said Real Estate to the said hereinafter named grantee;

Now Know Ye, That I, John J. Nye, Sheriff of Henry County, Ohio, by virtue of the Statute in such case made and provided, and in consideration of the said sum of Ten Thousand and No/100 (\$10,000.00) -- -- Dollars, which I acknowledge to have received from the grantee

do hereby Grant, Sell and Convey unto said grantee, Ruth E. Plummer, 162 West Maumee Avenue, Napoleon, Ohio 43545,

her heirs and assigns forever, the following described real estate, situated in Henry County and State of Ohio, to-wit: *

Lots Four (4) and Five (5) in L.G. Randall's First Addition to said Village (now City) of Napoleon, Henry County, Ohio.

Subject to taxes and installments of assessments for the year 1993 and thereafter.

NEXT PRECEDING INSTRUMENT: Deed Record Volume 247, Page 604 Henry County Recorder's Office

Tax Map Dept By Date 8/1/93

APPROVED

AUDITORS OFFICE 59 TRANSFERRED 7/ DATE 8/8/93 JAMES M. HOOPS P. P. O. BOX 1101

FILED 8/8/93 JAMES M. HOOPS REC'D

1176

To have and to hold the same with all the appurtenances thereto belonging, to said grantee and her heirs and assigns forever.

IN WITNESS WHEREOF, I have hereunto set my hand officially, this 7th day of September, 19 93.

Signed and Acknowledged in Presence of *[Signature]* Sheriff of Henry County, Ohio.

The State of Ohio, Henry County. Before me, the undersigned, a Notary Public in and for said State of Ohio, Henry County, Ohio, the grantor in the above deed of conveyance, who acknowledged the signing of the same to be his voluntary act and deed, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 7th day of September 19 93.

MY COMMISSION EXPIRES: *Albion M. Whinnick - Copley* Notary Public - State of Ohio

ALBION M. WHINNICK - AGENT NOTARY PUBLIC, STATE OF OHIO MY COMMISSION EXPIRES, JAN 18, 1994

SHERIFF'S DEED For Land Herebefore Owned by Luella Parks, et al. and Sold and Conveyed by John J. Nye Sheriff, TO Ruth E. Plummer Page Ex. Doc. Received for Record *Sept 8 19 93* at 2:17 o'clock P.M. Recorded *Sept 8 19 93* In *Henry* County Records, Vol. *254* Page *1175* Recorder *Albion Wallace* 1800 Entered for Transfer 19 19 Auditor Deputy

C 20010

PROBATE COURT OF Henry COUNTY, OHIO

ESTATE OF Dena E. Daum

DECEASED

Case No. E-2624

Docket

Page

CERTIFICATE OF TRANSFER

Revised Code, Sec. 2113.61

NO. 1

Decedent died on February 12, 1981

owning the real estate described in this certificate. The persons to whom such real estate passed by devise, descent or election are as follows.

Name	Residence Address	Interest in Real Estate so Passing
Ruth Plummer	162 West Maumee Avenue Napoleon, Ohio 43545	Entire fee simple interest

[Complete if applicable] The real estate described in this certificate is subject to a charge of \$ _____ in favor of decedent's surviving spouse, _____ in respect of the unpaid balance of the specific monetary share which is part of the surviving spouse's total intestate share.

The real estate, the transfer of which is memorialized by this certificate, is described as follows [describe below, using extra sheets if necessary. If decedent's interest was a fractional share, be sure to so state]:

Parcel 1: Situated in the City of Napoleon, County of Henry and State of Ohio and known as: Lot Number Six (6) in L. G. Randall's Addition to the said Village of Napoleon, Henry County, Ohio.

Prior instruments: Volume 137, Page 290
Deed Records, Henry County, Ohio

Parcel 2: Situated in the City of Napoleon, County of Henry and State of Ohio and known as:

A parcel of land being the southeast corner of Lot 3 in Saygers and Gibsons Subdivision of Lot 11 of John G. Lowes Addition to Napoleon, Ohio, and more particularly described as follows: Beginning at an iron pin at the southeast corner of Lot 3 in said Saygers and Gibsons Subdivision, thence south 82 degrees and 04 minutes west 35.04 feet along the southerly line of said Lot 3 to an iron pipe, thence north 57 degrees and 23 minutes east 28.53 feet to an iron pipe on the easterly line of said Lot 3, thence south 45 degrees and 17 minutes east 15 feet along the easterly line of Lot 3 and the westerly line of Apian Avenue to the place of beginning.

Prior instruments: Volume 158, Page 467
Deed Records, Henry County, Ohio

AUDITORS OFFICE
TRANSFERRED
DATE *Sept. 22, 1981*
William J. Ahrens '80
HENRY COUNTY AUDITOR

This Certificate has been examined and the Auditor has complied with Section 319.202 of the Revised Code.
FEE \$
EXEMPT
WILLIAM J. AHRNS, County Auditor

RECEIVED FOR RECORD

This *22* day of *Sept* 19 *81*
at *2:32* o'clock *P*.M. and
Recorded *SEP 25* 19 *81*

ALL Record
Volume *222* Page *656*

Marion Fitzgibbon

Recorder, Henry County, Ohio

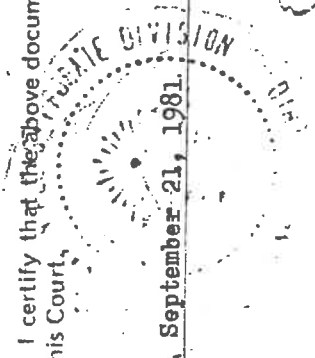
#5.00 *MAD*

September 21, 1981

/s/ Robert L. Gilson
Probate Judge

AUTHENTICATION

I certify that the above document is a true copy of the original kept by me as custodian of the official records of this Court.



Robert L. Gilson
Probate Judge
William M. McColey
Deputy Clerk.

Date



City of NAPOLEON, OHIO

255 WEST RIVERVIEW AVENUE, P.O. BOX 151
NAPOLEON, OHIO 43545-0151
(419) 592-4010
FAX (419) 599-8393

May 11, 2000

Mayor

J. Andrew Small

Members of Council

Michael J. DeWit, President
Terri A. Williams
James Hershberger
Travis B. Sheaffer
Char Weber
David F. Miller, Jr.
Glenn A. Miller

Ms. Ruth Plummer
162 West Maumee Avenue
Napoleon, Ohio 43545

Re: City of Napoleon
Euclid Avenue Sanitary Sewer Project

Dear Ms: Plummer

Enclosed please find one (1) revised copy of the requested easement for your property located along Appian Avenue. The easement was revised to reflect the fact that you are married and a "release of dower" clause was added for your husband's signature.

If you have any questions or require additional information, please call my office at (419) 592-4010.

City Manager

Dr. Jon A. Bisher

Yours truly,

Finance Director

Gregory J. Heath

Adam C. Hoff, P.E.
City Engineer

Law Director

David M. Grahm

City Engineer

Adam C. Hoff, P.E.

ACH:rd
Enclosure

cc: Dr. Jon A. Bisher, City Manager

C:\lotus\work\wordpro\CITYENGINEER\LETTERS\EUCLIDAVES\11/2000_2:15:16 PM

Records Retention ENG-018 Permanent

PERPETUAL EASEMENT

Know All Men By These Presents: That, Ruth E. Plummer, a married woman of legal age, whose tax mailing address is 162 West Maumee Avenue, 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 City of Napoleon, County of Henry and State of Ohio, and described as:

Being the northeasterly fifteen (15) feet Lots 4, 5 and 6 of L.G. Randall's First Addition, Harrison Township, City of Napoleon, Henry County, Ohio, and being more particularly described as follows:

Commencing at a point being the intersection of the southerly right-of-way line of Euclid Avenue and the westerly line of an eleven and eighty-eight hundredths (11.88) foot alley and the northeasterly corner of Lot 3 of L.G. Randall's First Addition; thence South 43°18'47" East and along said westerly line of the alley, a distance of sixty and seventy-five hundredths (60.75) feet to the northeasterly corner of said Lot 3 and the POINT OF BEGINNING; thence continuing South 43°18'47" East and along said westerly line of the alley, a distance of two hundred and fifty-four hundredths (200.54) feet to a point; thence South 0°46'4" West and along the westerly line of the north-south segment of the alley, a distance of four and forty-seven hundredths (4.47) feet to a point being the northeasterly corner of Lot 7 of L.G. Randall's First Addition; thence South 44°48'14" West and along the northerly line of Lot 7, a distance of eleven and ninety hundredths (11.90) feet to a point; thence North 43°18'47" West, a distance of two hundred, three and sixty-five hundredths (203.65) feet to a point on the southerly line of said Lot 3; North 44°48'14" East and along said southerly line of Lot 3, a distance of fifteen and one hundredth (15.01) feet to the POINT OF BEGINNING and containing 3.049.89 square feet (0.07 acres) of land, more or less.

The Grantor claims title to the above described property by virtue of deed recorded in Deed/Official Record Volume 251, Page 1175 and Volume 222, Page 656 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, 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 herein, 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 known as the "Euclid Avenue Sanitary Sewer Project", 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 Grantor.

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 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 warrants 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: Ruth E. Plummer, a married woman of legal age, the Grantor, has executed this Perpetual Easement this _____ day of _____, 2000.

Signed and acknowledged in the presence of:

Ruth E. Plummer

STATE OF _____ }
 _____ }
 _____ }

ss:

COUNTY OF _____ }

Before me a Notary Public in and for said County, personally appeared the above named Ruth E. Plummer, the Grantor, who acknowledged that she did sign the foregoing instrument and that the same is her free act and deed.

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

(seal)

Notary Public

IN WITNESS WHEREOF: Donald B. Plummer, the spouse of Ruth E. Plummer, the Grantor, does hereby release all rights of dower for this Permanent Easement for Utility Purpose this _____ day of _____, 2000.

Signed and acknowledged in the presence of:

Donald B. Plummer

STATE OF _____ }
COUNTY OF _____ }

ss:

Before me a Notary Public in and for said County, personally appeared the above named Donald B. Plummer, the spouse of Ruth E. Plummer, 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. Grahm

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

Date 5-9-2000 Name Ruth E. Pleummer
RE Location NE 15' Lots 4, 5 & 6 R. H. Randall's 1st Add. Harrison Ave, HC, OH

Vol. 136 Page 335 The Commercial Mtg of Loan Co., Ohio Corp Grantor

Instrument TO Helen H. Travis Grantee

1st 4x5 ND Description Lot 4 & 5 R. G. Randall's 1st Add

Signed 7-25-1939 Filed 8-4-39 at 3:25 P. M. Recorded 8-5-1939

Vol. 247 Page 604 Helen M. Travis, dec'd Wood City Probate Ct Grantor
Case # E-91-181

1st 4x5 Instrument TO Luelle Parkes, Dwight Huddle, Herbert C. Huddle Grantee
Gay O. Huddle, Maryn Hedges, + Cheryl Huddle
Cent. Trero. Description Lots 4 & 5 R. G. Randall's 1st Add

Signed 4-8-1992 Filed 4-15-1992 at 11:42 AM. Recorded 4-15-1992

Vol. 251 Page 1175 Luelle Parkes Judgment to Luelle Parkes Plaintiff Grantor
against Dwight Huddle, Herbert C. Huddle, Gay O. Huddle, Maryn Hedges + Cheryl Huddle

1st 4x5 Instrument TO Ruth E. Pleummer Grantee

Sheriff Deed Description Lots 4 & 5 R. H. Randall's 1st Add

Signed 9-7-1993 Filed 9-8-93 at 2:17 P. M. Recorded 9-8-93

Vol. Page Grantor

Instrument TO Grantee

 Description

Signed Filed M. Recorded

Vol. Page Grantor

Instrument TO Grantee

 Description

Signed Filed M. Recorded

Page #2 Name Ruth E. Plummer Grantor
Vol. 137 Page 290 NE 15' Lot 6 R. G. Randall's 1st Add

Instrument ~~30~~ Rosemary Market, unimproved legal age Grantee
WD TO: Dena E. Daum

Signed 8-5-1940 Lot 6 R. G. Randall's
Filed 8-7-1940 at 3:05 PM Recorded 8-7-1940

Vol. 223 Page 656 Dena E. Daum, deceased H.C. Probate Ct.
E-2624 Grantor

Instrument TO Ruth Plummer - all interest passes to her Grantee
Cent. Trans Description Lot 6 R. G. Randall's

Signed 9-21-1981 Filed 9-22-81 at 2:32 PM Recorded 9-25-81

Vol. Page Grantor

Instrument TO Grantor
 Description Grantee

Signed Filed M. Recorded

Vol. Page Grantor

Instrument TO Grantor
 Description Grantee

Signed Filed M. Recorded

Vol. Page Grantor

Instrument TO Grantor
 Description Grantee

Signed Filed M. Recorded

May 9, 2000

Adam Hoff
City Engineer
255 Riverview Ave.
Napoleon, OH 43545

Re: Perpetual Utility Easements: Ruth E. Plummer, Lots 4, 5, & 6 LG Randall's First;
Jeremy R. Zachrich & Robert P. Zachrich, Lot 25 LG Randall's First;
Esther M. Smith, Lot 7 LG Randall's First;
Shirley M. Carrol, Lot 3 LG Randall's First; and,
Thomas Karl Smith, Lot 2 LG Randall's First.

Dear Adam:

I have completed ownership chain of title for the above outlined parcel of real property. Each of them have a good chain of title. I have included a copy of the 40 year chain of title for each property.

On the perpetual easement from Shirley M. Carroll there should be two Volume and Pages cited, first Volume 219, Page 19, then Volume 242, Page 669, she acquired ownership by two separate deeds.

Also Ruth E. Plummer is listed as unmarried on your perpetual easement. When she transferred property to Jeremy R. Zachrich and Robert P. Zachrich in December of 1999 she was married to Don B. Plummer. Thought you may want to check this out but you may already have.

A bill for my services is also enclosed.

If you have any questions please call me.

Jenny Parker
1005 Westchester
Napoleon, OH 43545
599-3674

Date 5-9-2000 Name Esther M. Smith
RE Location Part of Lot 7 L.H. Randall's 1st Add. Harrison Twp. City of Napoleon, Hc, OH

Vol. 224 Page 878 Marilyn Moore - William Moore, W+H, Thomas Moore Grantor S
and Mary Moore H+W, and, Sandra Teets & Richard Teets W+H

Instrument TO Esther M. Smith Grantee _____
WD _____ Description Lot 7 L.H. Randall's 1st Add to City of Napoleon
Hc, Ohio

Signed 11-29-1982 Filed 12-10-82 at 12:15 P. M. Recorded 12-10-1982

Vol. 224 Page 794 Frances E. Hess, deceased Grantor _____
Case # E-2376

Instrument TO Marilyn Moore, William Moore, Thomas Moore Grantee _____
for Sandra Teets
Cert Trns Description Lot 7 L.H. Randall's 1st Add to City of Napoleon

Signed 11-18-1982 Filed 11-22-82 at 2:40 P. M. Recorded 11-22-82

Vol. 137 Page 492 Henry H. Rohs, unmarried of legal age Grantor _____

Instrument TO Frances E. Hess Grantee _____
WD _____ Description Lot 7 L.H. Randall's 1st Add

Signed 12-23-1940 Filed 12-23-40 at 11:30 A. M. Recorded 12-23-1940

Vol. _____ Page _____ Grantor _____

Instrument TO Grantee _____

Description _____

Signed _____ Filed _____ M. Recorded _____

Vol. _____ Page _____ Grantor _____

Instrument TO Grantee _____

Description _____

Signed _____ Filed _____ M. Recorded _____

May 9, 2000

Adam Hoff
City Engineer
255 Riverview Ave.
Napoleon, OH 43545

Re: Perpetual Utility Easements: Ruth E. Plummer, Lots 4, 5, & 6 LG Randall's First;
Jeremy R. Zachrich & Robert P. Zachrich, Lot 25 LG Randall's First;
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Jenny Parker
1005 Westchester
Napoleon, OH 43545
599-3674