



# 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. and Mrs. John A. Cichocki, Sr.  
210 W. Maumee Ave.  
Napoleon, OH 43545

Dear Mr. and Mrs. ~~Keller~~: *Cichocki*

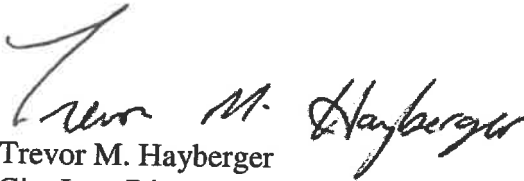
Attached find an original Temporary Sewer Easement and/or Perpetual Easement that needs to be signed for your property once again. The reason these need to be re-signed are due to the fact they were not notarized.

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

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

Executive Assistant  
Sheryl K. Rathge  
srathge@napoleonohio.com

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# TEMPORARY SEWER EASEMENT

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**KNOW ALL MEN BY THESE PRESENTS:** That, John A. Cichocki, Sr. and Ellie S. Cichocki, husband and wife, herein referred to as the Grantors, whose tax mailing address is 210 West Maumee Ave., 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 Grantors claim title to the above described property by virtue of a deed record recorded in Official Records **VOLUME 222, PAGE 1795** 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 Grantors will make of the land.

The consideration recited herein shall constitute full and final payment for said easement and all damages sustained and/or claimed by the Grantors, 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 Grantors.

**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 Grantors hereby covenant that they are 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 Grantors will warrant and defend the title to the said easement against all lawful claims.

IN TESTIMONY WHEREOF, John A. Cichocki Sr. and Ellie S. Cichocki, the Grantors, have executed this Temporary Easement this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_\_.

\_\_\_\_\_  
John A. Cichocki, Sr.

\_\_\_\_\_  
Ellie S. Cichocki

STATE OF OHIO        }  
                                  }  
COUNTY OF HENRY    }        ss:

Before me a Notary Public in and for said County, personally appeared the above named, John A. Cichocki, Sr. and Ellie S. Cichocki, 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 \_\_\_\_\_ 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](http://petermanaes.com)  
email: [petermansw@aol.com](mailto:petermansw@aol.com)

3480 N. Main St., Findlay, Ohio 45840

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

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Job No. 13-0228-9  
**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 Lot No. 12 in S.L. Curtis' Subdivision of Lots No. 23 and No. 24 of J.G. 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 127.33 feet from the southwesterly corner of a tract of land as described in OR 222, Page 1795, Parcel Two of the Henry County Official Records;

thence along the southwesterly line of said tract, N30°17'54"W, a distance of 55.33 feet;

thence, N85°02'53"E, a distance of 39.13 feet;

thence, S30°51'18"E, a distance of 7.84 feet;

thence, N58°47'43"E, a distance of 15.69 feet;

thence, N30°51'18"W, a distance of 10.60 feet;

thence, N25°18'31"E, a distance of 40.83 feet;

thence, N55°18'31"E, a distance of 54.19 feet;

thence along the northeasterly line of a tract of land as described in OR 222, Page 1795, Parcel One of the Henry County Official Records, S30°17'54"E, a distance of 50.15 feet;

thence, S55°18'31"W, a distance of 36.96 feet;

thence, S25°18'31"W, a distance of 67.06 feet;

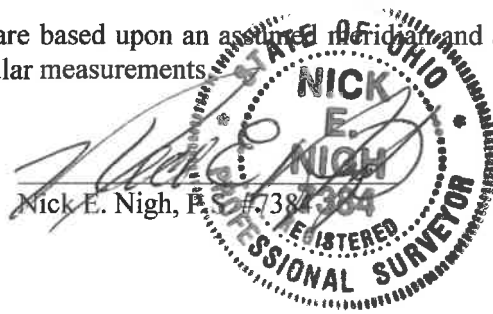
thence, S85°02'53"W, a distance of 51.52 feet to the Point of Beginning, subject however to all prior easements of record.

See attached "Exhibit A"

**NOTE:**

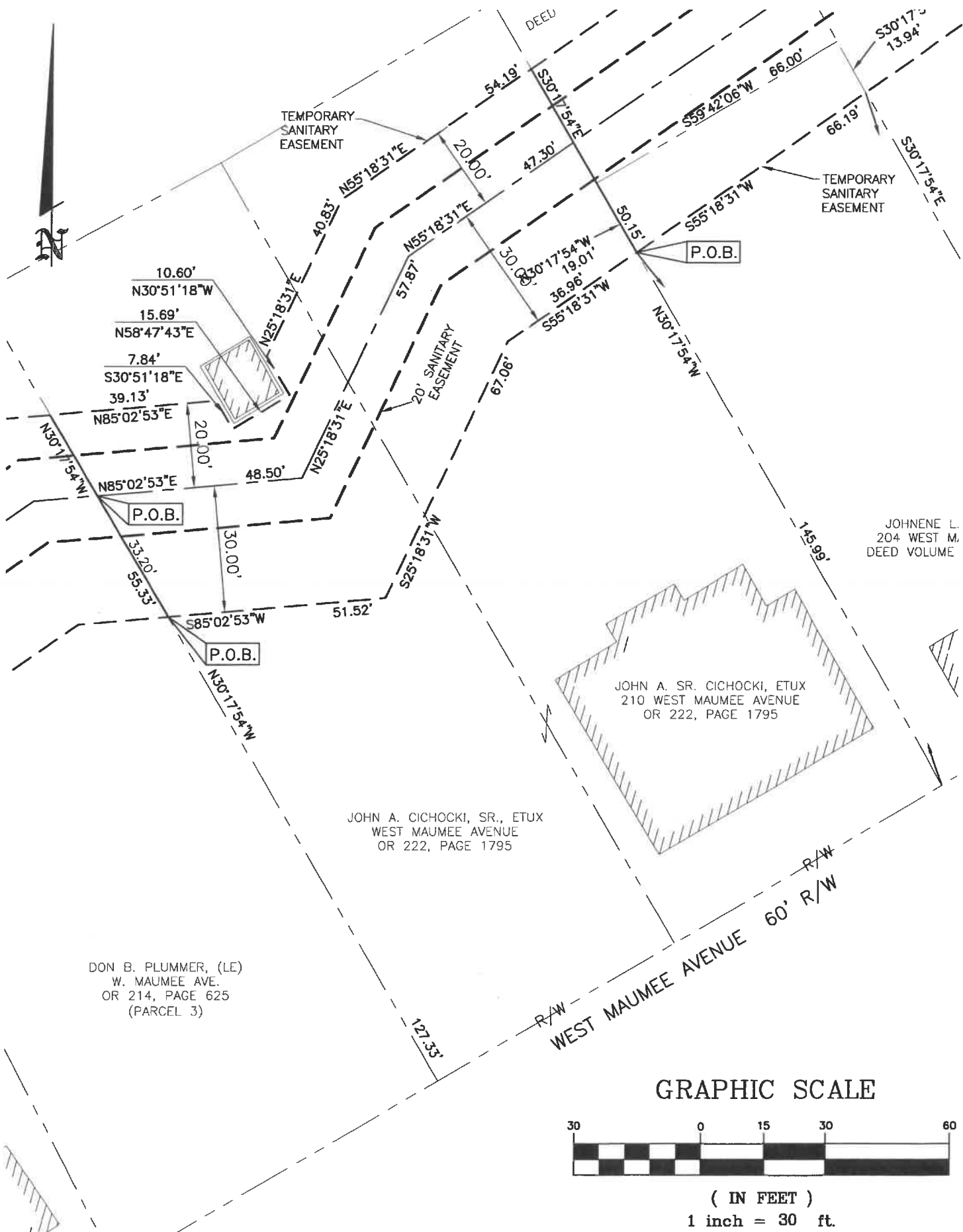
The bearings in this legal description are based upon an assumed meridian and are used only for the purpose of describing angular measurements.

Date: 07-25-2014



Nick E. Nigh, P.S. #7384

EXHIBIT A



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

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# PERPETUAL EASEMENT

---

**KNOW ALL MEN BY THESE PRESENTS:** That, John A. Cichocki, Sr. and Ellie S. Cichocki, husband and wife, herein referred to as the Grantors, whose tax mailing address is 210 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.**

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

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

The Grantors claim title to the above described property by virtue of a deed record recorded in Official Records **VOLUME 222, PAGE 1795** 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 Grantors will make of the land.

The consideration recited herein shall constitute full and final payment for said easement and all damages sustained and/or claimed by the Grantors, 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 Grantors.

**TO HAVE AND TO HOLD** said Easement, together with all rights and privileges belonging thereto unto the Grantee and its successors and assigns forever. This Easement together with all agreements, covenants, and other provisions recited herein, shall constitute a covenant running with the land for the benefit and use of the Grantee, its successors and assigns forever.

The Grantors hereby covenant that they are 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 Grantors will warrant and defend the title to the said easement against all lawful claims.

IN TESTIMONY WHEREOF, John A. Cichocki Sr. and Ellie S. Cichocki, the Grantors, have executed this Perpetual Easement this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_\_.

\_\_\_\_\_  
John A. Cichocki, Sr.

\_\_\_\_\_  
Ellie S. Cichocki

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

Before me a Notary Public in and for said County, personally appeared the above named, John A. Cichocki, Sr. and Ellie S. Cichocki, 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 \_\_\_\_\_ 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. 13-0228-9

**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. 12 in S.L. Curtis' Subdivision of Lots No. 23 and No. 24 of J.G. 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 222, Page 1795, Parcel Two of the Henry County Official Records, described as lying, N30°17'54"W, a distance of 160.53 feet from the southwesterly corner of said tract;

thence, N85°02'53"E, a distance of 48.50 feet;

thence, N25°18'31"E, a distance of 57.87 feet;

thence, N55°18'31"E, a distance of 47.30 feet to the northeasterly line of a tract of land as described in OR 222, Page 1795, Parcel One 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

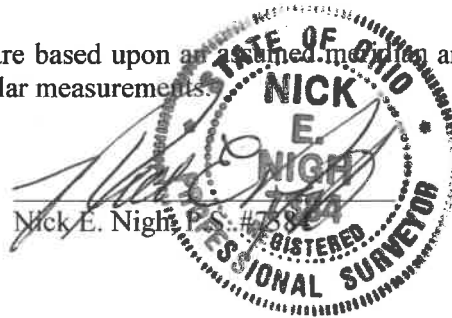
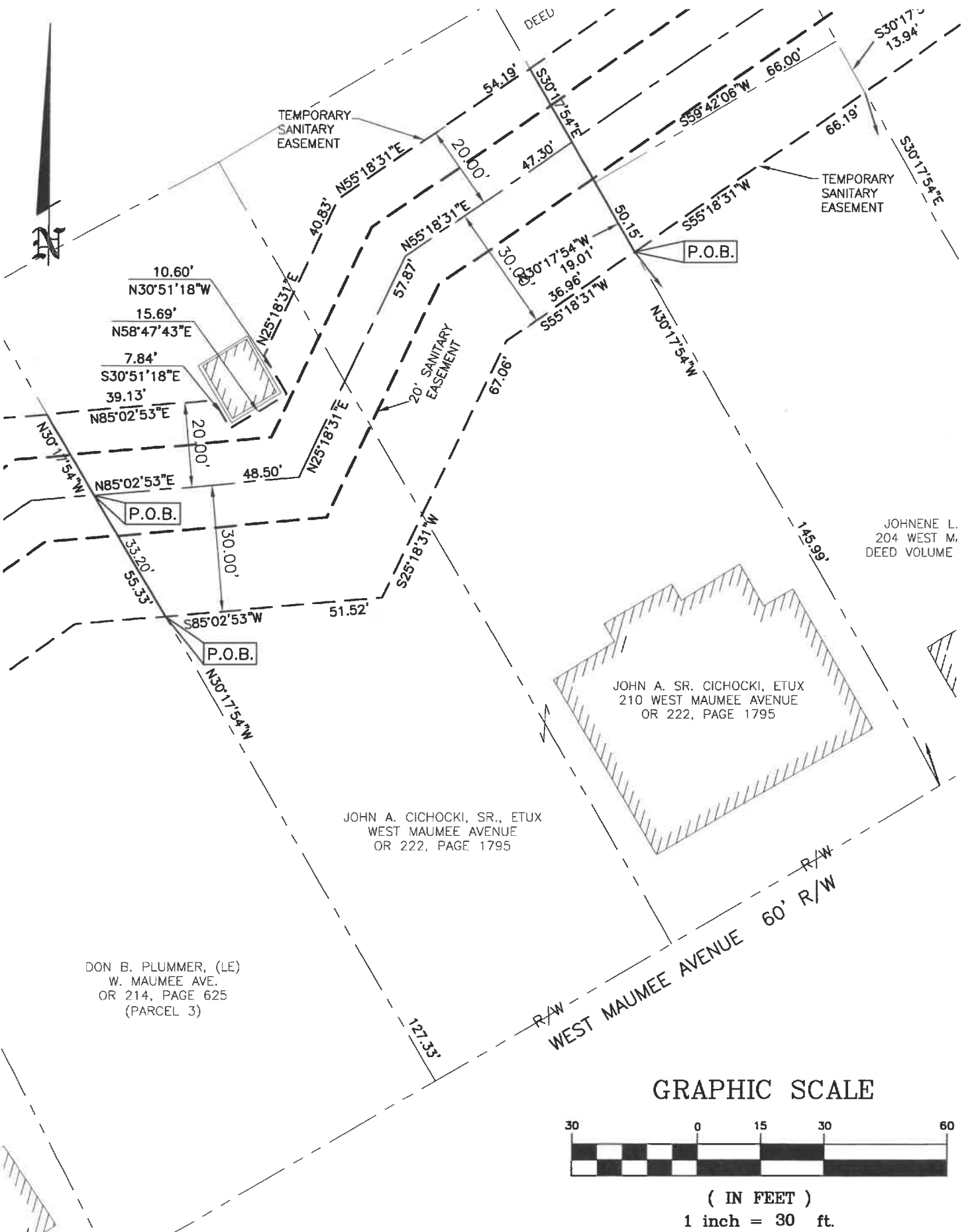


EXHIBIT A



GRAPHIC SCALE



( IN FEET )  
1 inch = 30 ft.



website: [petermanaes.com](http://petermanaes.com)  
email: [petermansw@aol.com](mailto:petermansw@aol.com)

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Date: 07-25-2014

  
Nick E. Nigh, P.S. #7384



John,

Because of the money the City is spending on your property to avoid your building and landscaping (over \$7,000), the City Manager will not accept any price other than the \$1.00 minimum allowed by law.

Attached are revised copies of the Perpetual Easement and the Temporary Easement. Please sign and return all copies to me. Thank you.

Chad

---

# PERPETUAL EASEMENT

---

**KNOW ALL MEN BY THESE PRESENTS:** That, John A. Cichocki Sr. and Ellie S. Cichocki, husband and wife, herein referred to as the Grantors, whose tax mailing address is 210 West Maumee Avenue, Napoleon, Ohio, 43545, for and in consideration of the sum of ONE dollars (\$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:

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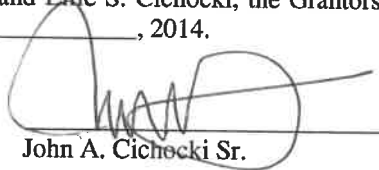
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**TO HAVE AND TO HOLD** said Easement, together with all rights and privileges belonging thereto unto the Grantee and its successors and assigns forever. This Easement together with all agreements, covenants, and other provisions recited herein, shall constitute a covenant running with the land for the benefit and use of the Grantee, its successors and assigns forever.

The Grantors hereby covenant that they are 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 Grantors will warrant and defend the title to the said easement against all lawful claims.

IN TESTIMONY WHEREOF, John A. Cichocki Sr. and Ellie S. Cichocki, the Grantors, have executed this Perpetual Easement this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

  
John A. Cichocki Sr.

  
Ellie S. Cichocki

STATE OF OHIO        }  
                                  }  
COUNTY OF HENRY    }        ss:

Before me a Notary Public in and for said County, personally appeared the above named, \_\_\_\_\_, 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 \_\_\_\_\_ day of \_\_\_\_\_, 2014.

(Seal)

\_\_\_\_\_  
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](http://petermanaes.com)  
email: [petermansw@aol.com](mailto:petermansw@aol.com)

3480 N. Main St., Findlay, Ohio 45840

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

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Job No. 13-0228-9  
**LEGAL DESCRIPTION**  
**City of Napoleon**

Temporary Sewer Easement

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Beginning at a point, described as lying, N30°17'54"W, a distance of 127.33 feet from the southwesterly corner of a tract of land as described in OR 222, Page 1795, Parcel Two of the Henry County Official Records;

thence along the southwesterly line of said tract, N30°17'54"W, a distance of 55.33 feet;

thence, N85°02'53"E, a distance of 39.13 feet;

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thence, N30°51'18"W, a distance of 10.60 feet;

thence, N25°18'31"E, a distance of 40.83 feet;

thence, N55°18'31"E, a distance of 54.19 feet;

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thence, S55°18'31"W, a distance of 36.96 feet;

thence, S25°18'31"W, a distance of 67.06 feet;

thence, S85°02'53"W, a distance of 51.52 feet to the Point of Beginning, subject however to all prior easements of record.

See attached "Exhibit A"

**NOTE:**

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Date: 07-25-2014

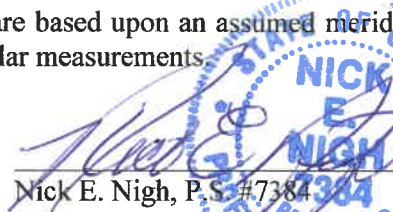
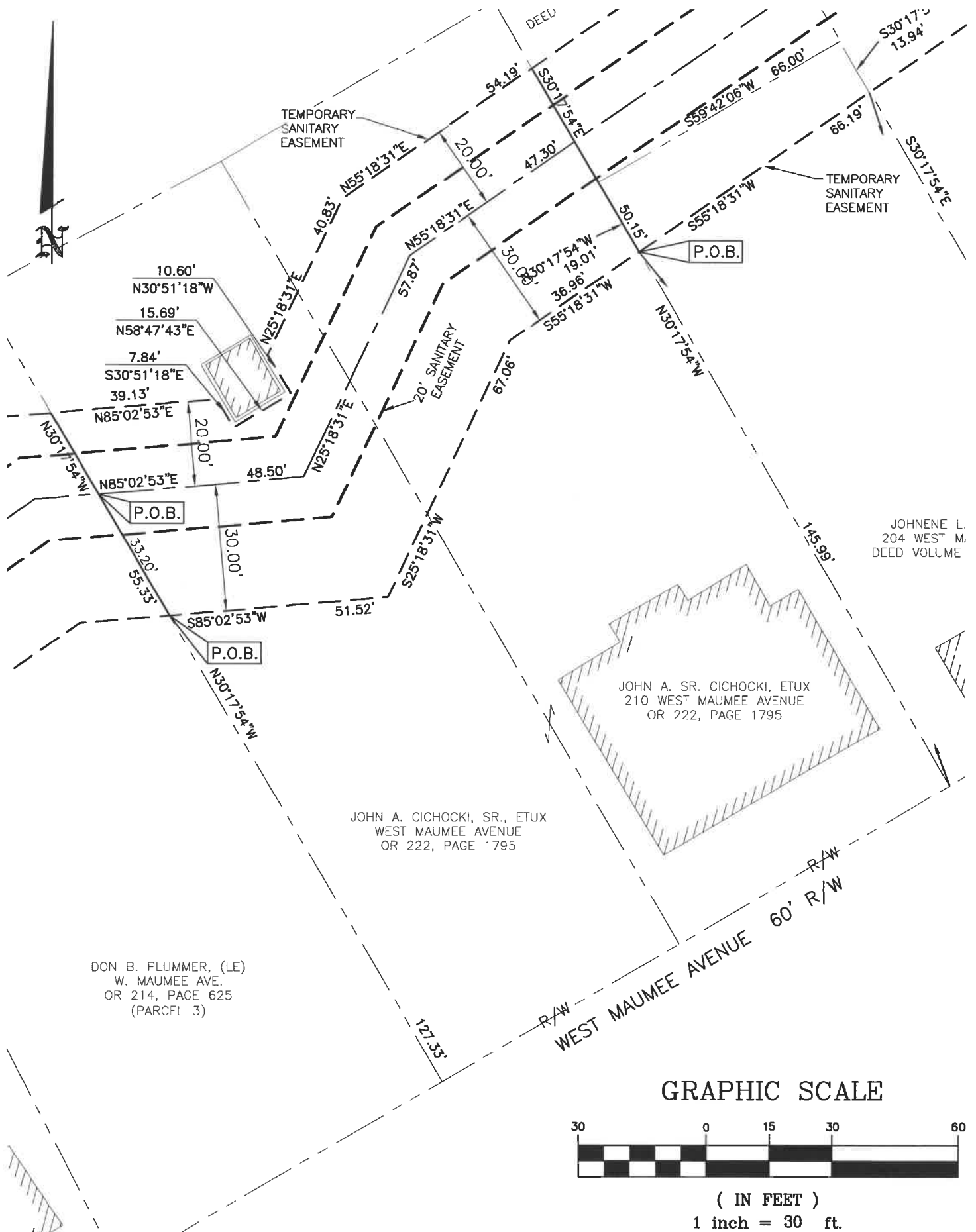
  
Nick E. Nigh, P.S. #7384





EXHIBIT A



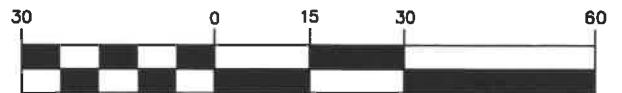
DON B. PLUMMER, (LE)  
 W. MAUMEE AVE.  
 OR 214, PAGE 625  
 (PARCEL 3)

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

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

JOHNENE L.  
 204 WEST M.  
 DEED VOLUME

GRAPHIC SCALE



( IN FEET )  
 1 inch = 30 ft.

13-0228-9

200700061584  
Filed for Record in  
HENRY COUNTY OHIO  
SARA L MYLES  
01-12-2007 At 10:17 am.  
SURV DEED 28.00  
DR Volume 222 Page 1795 - 1796  
200700061584  
H R F  
PICK-UP

SURVIVORSHIP DEED

KNOW ALL MEN BY THESE PRESENTS, That, **Ruth E. Bergstedt** (a/k/a **Ruth Bergstedt**), being an unremarried woman of legal age, for valuable consideration paid, grants in fee simple, with general warranty covenants, to **John A. Cichocki, Sr. and Ellie S. Cichocki**, husband and wife, for their joint lives, remainder to the survivor of them, whose tax mailing address will be 210 West Maumee, Napoleon, Ohio 43545, the following-described real property:

Parcel One:

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

A part of Lot No. 12 in S.L. Curtis's Subdivision of Lot No.'s 23 and 24 of J.G. Lowe's Addition to the City of Napoleon, Ohio, and which is more particularly described as follows:

Beginning at an iron pin on the Northerly line of Maumee Avenue, sixty-six (66) feet Southwesterly from the Southeast corner of Lot No. 12; thence Southwesterly along the Northerly line of Maumee Avenue, seventy-four and twenty-five hundredths (74.25) feet to an iron pin; thence Northwesterly and parallel with the Easterly line of Lot No. 12, one hundred sixty-five and zero hundredths (165.00) feet to an iron pin; thence continuing Northwesterly on the same line, forty-nine (49) feet more or less to the waters edge of the Maumee River; thence Northeasterly along the waters edge of said River, seventy-four and nine tenths (74.9) feet more or less to a point; thence Southeasterly and parallel with the Easterly line of Lot No. 12, fifty-six (56) feet more or less to an iron pin; thence continuing Southeasterly on the same line, one hundred sixty-five and zero hundredths (165.00) feet to the point of beginning.

Containing 0.370 acres more or less.

Permanent Parcel Number: 41-009065.0460.

Prior Instrument Reference: Volume 212, Page 430, Official Records of Henry County, Ohio and Volume 239, Page 849, Deed Records of Henry County, Ohio.

Parcel Two:

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

Commencing at a point on the north line of West Maumee Avenue one hundred forty and one-fourth feet west of the southeast corner of Lot Twelve of Curtis subdivision of Out

APPROVED  
12/16/07  
Sara L. Myles

Lots twenty-three and twenty-four in the City of Napoleon, Ohio, thence west along the north line of West Maumee Avenue a distance of sixty-four and one-half feet, thence north on a line parallel with the east line of said lot number twelve a distance of approximately two hundred and sixteen feet to the south bank of the Maumee River, thence east along the south bank of the Maumee River a distance of sixty-four and one-half feet, thence south on a line parallel with the west line of said lot twelve approximately two hundred and fourteen feet to the place of beginning, being a piece of land bounded on the north by the Maumee River and on the south by West Maumee Avenue in the City of Napoleon, Henry County, Ohio, but subject to all easements of record, zoning restrictions, if any, and all legal highways.

Permanent Parcel Number: 41-009065.0500.

Prior Instrument Reference: Volume 239, Page 436, Deed Records of Henry County, Ohio and Volume 212, Page 449, Official Records of Henry County, Ohio.

The Grantor has executed this instrument on this 10th day of January, 2007.

Ruth E. Bergstedt  
Ruth E. Bergstedt  
(a/k/a Ruth Bergstedt)

STATE OF OHIO,  
SS:  
COUNTY OF HENRY,

On this 10th day of January, 2007 before me, a Notary Public in and for the State of Ohio, personally appeared **Ruth E. Bergstedt (a/k/a Ruth Bergstedt)**, being an unmarried woman of legal age, 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 subscribed my name and affixed my official seal at Napoleon, Ohio on the day and year aforesaid.



JEFFREY R. LANKENAU  
State of Ohio  
Lifetime Commission

[Signature]  
Notary Public, State of Ohio

THIS INSTRUMENT WAS PREPARED BY:

Jeffrey R. Lankenau  
Attorney at Law  
LANKENAU LAW OFFICE  
105 West Main Street  
Napoleon, Ohio 43545

This Conveyance has been examined and the Grantor has complied with Section 319.202 of the Revised Code.  
FEE \$ 1039.60  
EXEMPT  
Kevin F. Nye, County Auditor

AUDITORS OFFICE  
TRANSFERRED 1.00  
JAN 12 2007  
Kevin F. Nye  
HENRY CO. AUDITOR