

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

DATE: *10-30-2003*

FEE: *\$5.00*

TOWNSHIP NAME: *City of Napoleon*

SECTION #: *N/A*

SUBDIVISION NAME: *J.G Lowe's addition* LOT: *Out lot 1*

ADDRESS OF SUBDIVISION: *402 & 408 W. Maumee Ave.*

NAME OF CURRENT OWNER: *Gregory & Theresa Leupp & Barbara
Buchholz*

OWNER ADDRESS: *N/A*

CITY: *N/A*

STATE: *N/A*

ZIP: *N/A*

OWNER PHONE: *(419) 599-0872*

NAME OF PURCHASER: *Gregory & Theresa Leupp*

PURCHASER ADDRESS: *N/A*

CITY: *N/A*

STATE: *N/A*

ZIP: *N/A*

PURCHASER PHONE: *Same*

SURVEYOR NAME: *D.W. Eis Surveying*

SURVEYOR ADDRESS: *114 Brownell Ave. Napoleon*

SURVEY DRAWING #: *BO612b-h-cn-10-17-03*

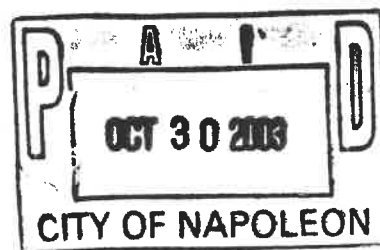
APPLICANT SIGNATURE: _____

Thomas R. Mamm...

CITY ZONING ADMINISTRATOR: _____

[Signature]

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



D.W. Eis Surveying
114 Brownell St.
Napoleon, Ohio 43545

Douglas W. Eis
Registered Surveyor No. 7758

Ph: (419)599-4990
Fax: (419) 599-4883

Description of land for: Greg Leupp, Combined Parcel 0.397 Ac.

Being a part of Outlot No. 1, J.G. Lowe's Addition of Outlots, City of Napoleon, Henry County, Ohio, and which is more particularly described as follows;

Beginning at an iron pin found on the Northerly right of way line of West Maumee Avenue, said point being South 57°39'00" West, (assumed bearing for the purpose of this description), one hundred ninety-three and seventy-five hundredths (193.75) feet along the Northerly right of way line of West Maumee Avenue from the Southeasterly corner of said Outlot No. 1;

Thence continuing South 57°39'00" West, on the Northerly right of way line of West Maumee Avenue, fifty-one and sixty-one hundredths (51.61) feet to an iron pin found;

Thence South 42°42'00" West, on the Northerly right of way line of West Maumee Avenue, sixteen and ninety hundredths (16.90) feet to a star drill hole in concrete found;

Thence North 32°13'00" West, seventeen and zero hundredths (17.00) feet to a 5/8" x 30" iron pin with reference cap set;

Thence North 36°14'27" West, one hundred seventy-four and twenty-eight hundredths (174.28) feet to a 5/8" x 30" iron pin with reference cap set;

Thence continuing North 36°14'27" West, thirty and one hundredths (30.01) feet to a point on the low water line of the Maumee River;

Thence North 58°19'00" East, on the low water line of the Maumee River, forty-one and sixty hundredths (41.60) feet to a point;

Thence North 68°22'20" East, on the low water line of the Maumee River fifty-three and forty-six hundredths (53.46) feet to a point;

Thence South 28°55'00" East, twenty and zero hundredths (20.00) feet to an iron pin found;

Thence continuing South 28°55'00" East, one hundred eighty-six and forty hundredths (186.40) feet to the point of beginning.

Containing 0.397 acres of land more or less. Subject to all legal highways, easements, zoning regulations or restrictions of record.

This description is based on a field survey by Douglas W. Eis, Registered Surveyor No. 7758.

D.W. Eis Surveying
114 Brownell St.
Napoleon, Ohio 43545

Douglas W. Eis
Registered Surveyor No. 7758

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Fax: (419) 599-4883

Description of land for: Greg Leupp, Additional Parcel 0.104 Ac.

Being a part of Outlot No. 1, J.G. Lowe's Addition of Outlots, City of Napoleon, Henry County, Ohio, and which is more particularly described as follows;

Beginning at a star drill hole in concrete found on the Northerly right of way line of West Maumee Avenue, said star drill hole being South $57^{\circ}39'00''$ West, (assumed bearing for the purpose of this description), two hundred forty-five and thirty-six hundredths (245.36) feet and South $42^{\circ}42'00''$ West, sixteen and ninety hundredths (16.90) feet along the Northerly right of way line of West Maumee Avenue from the Southeasterly corner of said Outlot No. 1;

Thence North $32^{\circ}13'00''$ West, seventeen and zero hundredths (17.00) feet to a $5/8''$ x $30''$ iron pin with reference cap set;

Thence North $36^{\circ}14'27''$ West, one hundred seventy-four and twenty-eight hundredths (174.28) feet to a $5/8''$ x $30''$ iron pin with reference cap set;

Thence continuing North $36^{\circ}14'27''$ West, thirty and one hundredths (30.01) feet to a point on the low water line of the Maumee River;

Thence North $58^{\circ}19'00''$ East, on the low water line of the Maumee River, forty-one and sixty hundredths (41.60) feet to a point;

Thence South $25^{\circ}10'00''$ East, thirty-one and fifty-eight hundredths (31.58) feet to an iron pin found;

Thence continuing South $25^{\circ}10'00''$ East, one hundred ninety and fifty hundredths (190.50) feet to the point of beginning.

Containing 0.104 acres of land more or less. Subject to all legal highways, easements, zoning regulations or restrictions of record.

This description is based on a field survey by Douglas W. Eis, Registered Surveyor No. 7758. This parcel has no road frontage and is intended to be combined with a certain 0.293 acre parcel of land as described in Henry County Deed Volume 171, at Page 351.

D.W. Eis Surveying
114 Brownell St.
Napoleon, Ohio 43545

Douglas W. Eis
Registered Surveyor No. 7758

Ph: (419)599-4990
Fax: (419) 599-4883

Description of land for: Barbara Buchholz, Remaining Parcel 0.710 Ac.

Being a part of Outlot No. 1, J.G. Lowe's Addition of Outlots, City of Napoleon, Henry County, Ohio, and which is more particularly described as follows;

Beginning at a star drill hole in concrete found on the Northerly right of way line of West Maumee Avenue, said star drill hole being South $57^{\circ}39'00''$ West, (assumed bearing for the purpose of this description), two hundred forty-five and thirty-six hundredths (245.36) feet and South $42^{\circ}42'00''$ West, sixteen and ninety hundredths (16.90) feet along the Northerly right of way line of West Maumee Avenue from the Southeasterly corner of said Outlot No. 1;

Thence continuing South $42^{\circ}42'00''$ West, one hundred six and zero hundredths (106.00) feet to an iron pin found;

Thence North $47^{\circ}18'00''$ West, two hundred twenty-three and seventy-three hundredths (223.73) feet to a $5/8''$ x $30''$ iron pin with reference cap set;

Thence continuing North $47^{\circ}18'00''$ West, thirty-five and zero hundredths (35.00) feet to a point on the low water line of the Maumee River;

Thence North $58^{\circ}19'00''$ East, on the low water line of the Maumee River, one hundred fifty-five and thirty-five hundredths (155.35) feet to a point;

Thence South $36^{\circ}14'27''$ East, thirty and one hundredth (30.01) feet to a $5/8''$ x $30''$ iron pin with reference cap set;

Thence continuing South $36^{\circ}14'27''$ East, one hundred seventy-four and twenty-eight hundredths (174.28) feet to a $5/8''$ x $30''$ iron pin with reference cap set;

Thence South $32^{\circ}13'00''$ East, seventeen and zero hundredths (17.00) feet to the point of beginning.

Containing 0.710 acres of land more or less. Subject to all legal highways, easements, zoning regulations or restrictions of record.

This description is based on a field survey by Douglas W. Eis, Registered Surveyor No. 7758.

LICENSE AGREEMENT

This License Agreement (hereinafter called "this Agreement") is made by and between the City of Napoleon, Ohio (hereinafter called "the City") and Norman H. Minnick, Danuta Minnick and Nathaniel F. Minnick, mailing address of 71 Oak Drive, Napoleon, Ohio 43545 (hereinafter jointly called "the Licensee") for the consideration and upon the terms and conditions set forth herein, all of which are hereby agreed to by the parties.

Subject to the full and prompt payment by the Licensee of all monetary consideration set forth in this Agreement and subject to the performance and observance by the Licensee of all terms and conditions set forth in this Agreement, the City hereby grants to the Licensee the license to utilize the real property of the City (hereinafter called "Premises") for the sole purpose of those things permitted now or hereafter in the zone district, except as may otherwise be prohibited by the terms and conditions of this Agreement.

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

A parcel of land in Outlots 1 and 2 in John G. Lowe's Addition of Outlots to the Village (now City) of Napoleon, Ohio, more particularly described as follows:

Beginning at an iron pin at the northerly line of West Maumee Avenue and the easterly line of Lot 6 in Shoemaker's Addition to Napoleon, Ohio, thence north 42 degrees and 42 minutes east along the northerly line of West Maumee Avenue 56 feet to an iron pin, thence north 47 degrees and 18 minutes west 256.3 feet to an iron pin, thence continuing north 47 degrees and 18 minutes west 27 feet to the low water line of the Maumee River, thence south 61 degrees and 29 minutes west along the low water line of said River 59.1 feet, thence south 47 degrees and 18 minutes east 29 feet to an iron pin, thence continuing south 47 degrees and 18 minutes east along the easterly line of lot 6 in said Shoemaker's Addition and said easterly line extended 273.07 feet to the place of beginning, but subject to all easements of record and all legal highways, and all zoning ordinances.

The City claims title to the above described property by virtue of a deed recorded in Deed Record **Volume 181 at Page 91** of the records of Henry County, Ohio.

The Licensee shall be responsible for improvement costs as well as related maintenance costs associated with the said Premises, including but not limited to mowing and trimming; however, said Premises shall remain the property of the City.

This Agreement does not allow the Licensee to construct any structures upon the Premises and expressly prohibits placement of structures over the infrastructure which is located below the ground; moreover, prohibits the use the property in violation of any local ordinances, resolutions, or administrative rules or regulations, including but not limited to building or zoning codes, or Ohio law, or Ohio Administrative codes, Federal Law, or Federal Administration Codes; moreover, this Agreement prohibits the contamination of said property. Any structure or driveway surface that may be placed over infrastructure which is located below the ground on the premises may be removed by the City, at any time, at the Licensee's sole expense.

This license is subject to the City interfering with the use of the licensed area for installation and/or repair of utilities, whether planned or in case of emergency or other work. Notice shall be provided by the City to Licensee of such use at least 24 hours in advance of work, except in the case of emergency, no notice to the Licensee is required. Any damage to Licensee's property located upon the City's Premises resulting from the installation or repair of utilities or necessity to work by the City or its agents shall be at the sole expense of Licensee.

Licensee shall pay City the sum of One Dollar (\$1.00) as and for the consideration of this Agreement, the receipt of which is hereby acknowledged.

At all times during the existence of this Agreement, Licensee shall maintain in full force and effect liability insurance, naming the City of Napoleon as an additional insured, with insurance carriers and in amounts satisfactory to the City. The Licensee shall pay all premiums for such insurance coverage as they become due. The City shall have the right to hold a memorandum copy of such insurance policy and the Licensee shall deliver to the City a memorandum copy thereof and receipts verifying that all premiums therefore have been paid.

In addition, the Licensee shall indemnify and hold harmless the City its officers, officials, agents, and employees from all demands, claims, expenses, losses and liabilities whatsoever that may occur or may be claimed by or with respect to the injury, death, damage or destruction of any person or property occurring on or about the Premises resulting from the use, misuse, possession, occupancy or non-occupancy of the premises by the Licensee or the Licensee's agents, employees, contractors, invitees or guests or others herein mentioned or not. Licensee shall pay to defend any such claim. This provision shall survive termination of the Agreement.

The Licensee shall not create, permit, or suffer any lien or encumbrance against or upon the Premises during the existence of this Agreement.

The City's waiver of any default by Licensee shall not constitute a continuing waiver or a waiver of any subsequent default, whether of the same or any other term or condition of this Agreement. Any delay or failure by the City to exercise any right, power, or remedy provided in this Agreement or bylaw or in equity shall not constitute a waiver of any such right, power or remedy or acquiescence in any default by the Licensee.

The intent of the parties in this Agreement is to grant a revocable license to Licensee, not a leasehold interest, easement, right-of-way or any other right, title or interest in land. This License shall remain in effect for an initial period of twenty-five (25) years unless otherwise terminated earlier; thereafter, if not terminated under the terms of this Agreement, this Agreement shall automatically renew on an annual basis under the same terms and conditions unless (i) one party notifies the other party in writing of its intent not to renew at least thirty (30) days before the expiration of the Agreement or, (ii) the Agreement is otherwise terminated earlier after the automatic renewal, in writing, by the City or Licensee or, (iii) the Agreement is otherwise terminated under the terms of this Agreement. This Agreement is not transferable, except that the Agreement may be transferred among the named Licensees or their present or future spouse(s) with written notice to the City and with the transfer being recorded in the Official Records of the Henry County, Ohio Recorder.

Either party has the right to terminate this Agreement, in writing, without cause, and for convenience of either party, without the City suffering penalty or recourse. The parties shall give each other thirty (30) days notice of its intent to terminate this Agreement. All notices shall be sent regular mail, with proof of mailing to: The City c/o its City Manager at its principal business address; notice to the Licensee shall be sent to Norman H. Minnick, 71 Oak Drive, Napoleon, Ohio 43545 or other such address as furnished to the City by the Licensee. Upon termination of this Agreement, Licensee shall immediately forfeit all rights and privileges associated with this Agreement (including the right of possession) and shall vacate the Premises covered by this Agreement; and all improvements thereon shall be the sole and absolute property of the City without any obligation to compensate Licensee therefore. This Agreement shall automatically terminate upon the transfer to anyone except the listed Licensee's or their respective spouse(s). In case of termination, Licensee shall pay the cost of any cleanup and restoration of Premises to its original condition. This provision shall survive termination of the Agreement.

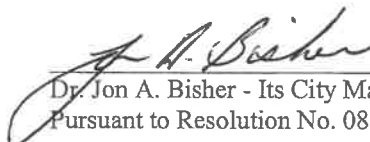
This Agreement contains the entire agreement between the parties. There are no promises, terms, conditions or obligations other than those set forth in this Agreement. This Agreement shall supersede all previous commitments, representations, understandings and agreements, whether verbal or written, regarding the subject matter of this Agreement.

This Agreement is effective December 31, 2008.

The City shall cause this Agreement to be filed with the recorder of Henry County, Ohio at the Licensee's expense.

IN WITNESS WHEREOF, the City of Napoleon, Ohio, has caused two (2) originals of this Agreement to be executed on this 5th day of January, 2009.

LICENSOR,
City of Napoleon, Ohio



Dr. Jon A. Bisher - Its City Manager
Pursuant to Resolution No. 080-08

State of Ohio ss:
County of Henry

Before me, a Notary Public in and for the State of Ohio, personally appeared the City of Napoleon by Dr. Jon A. Bisher, City Manager, who acknowledged that he signed this License Agreement and that the same is his free act and deed as such officer and the free act and deed of the City of Napoleon, Ohio.

IN TESTIMONY WHEREOF, I have signed my name and affixed my official seal at Napoleon, Henry County, Ohio, this 5th day of January, 2009.


(SEAL)


OFFICIAL SEAL
ROXANNE DIETRICH
Notary Public NOTARY PUBLIC, STATE OF OHIO
My Commission Expires: MY COMMISSION EXPIRES 6-23-2012

Norman H. Minnick, Danuta Minnick and Nathaniel F. Minnick, the Licensee, have/has executed caused two (2) originals of this Agreement on this 4th day of February, 2009.

LICENSEE


Norman H. Minnick


Danuta Minnick


Nathaniel F. Minnick

State of Ohio ss:
County of Henry

Before me, a Notary Public in and for the State of Ohio, personally appeared Norman H. Minnick, Danuta Minnick and Nathaniel F. Minnick, jointly "Licensee", who acknowledged that he/she/they signed this License Agreement and that the same is his/her/their free act and deed.

City Agreement No. 2008-37

IN TESTIMONY WHEREOF, I have signed my name and affixed my official seal at Napoleon, Henry
County, Ohio, this 4th day of February, 2009.

(SEAL)



BRENDA J. ATKINSON
Notary Public,
State of Ohio
My Commission
Expires Jan. 15, 2014

Brenda J. Atkinson
Notary Public
My Commission Expires:

*This Instrument Prepared and Approved as to form
and Correctness By:*

David M. Grahn, City Law Director
255 West Riverview Avenue
Napoleon, Ohio 43545

Legal Description Verified By:
Chad Lulfs, City Engineer

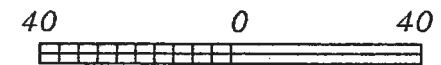
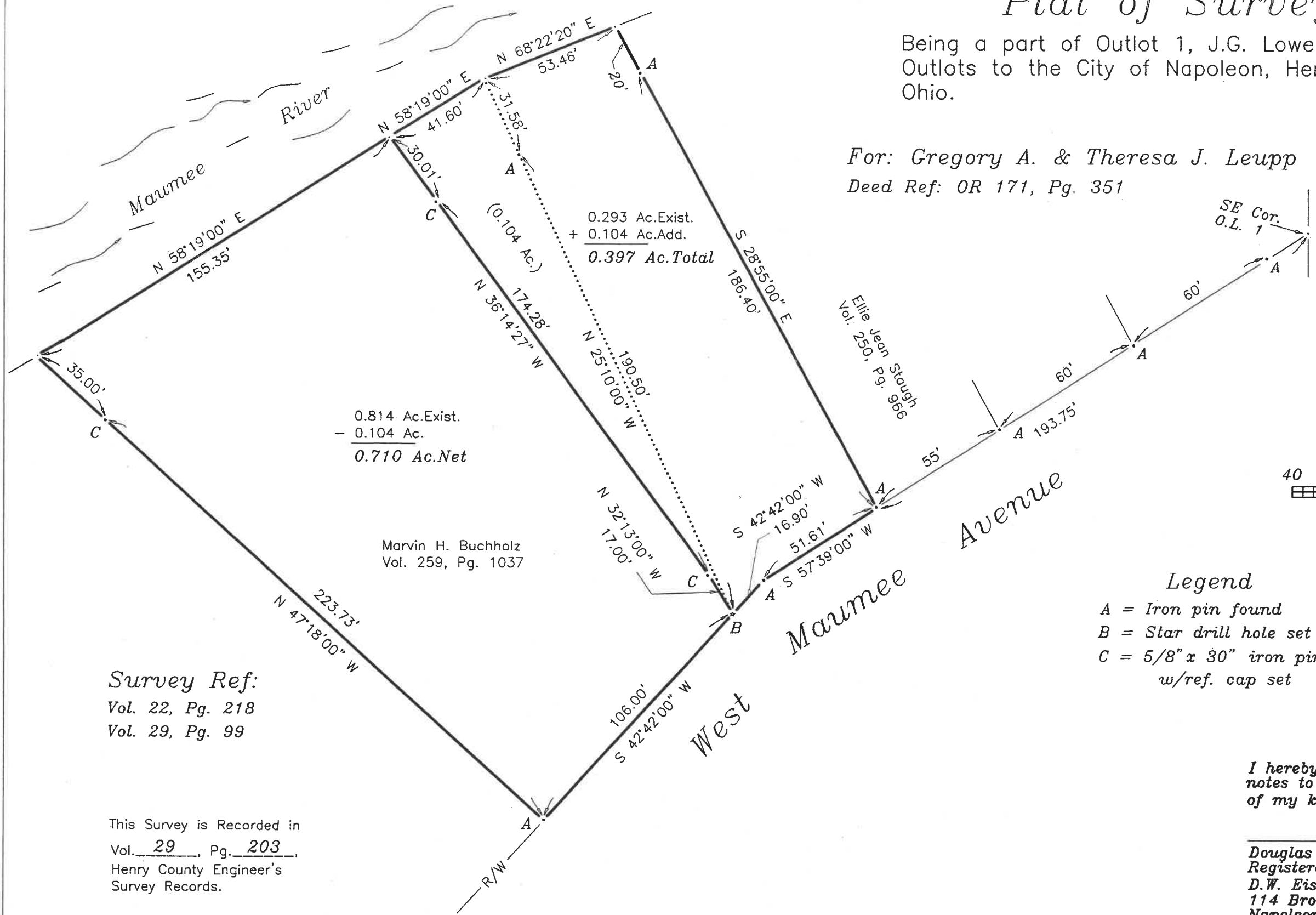
1 CT
200900072685
Filed for Record in
HENRY COUNTY OHIO
SARA L NYLES
02-10-2009 At 03:07 PM.
AGREEMENT 44.00
OR Volume 240 Page 865 - 868

200900072685
HFR
PICK UP

Plat of Survey

Being a part of Outlot 1, J.G. Lowe's Addition of Outlots to the City of Napoleon, Henry County, Ohio.

For: Gregory A. & Theresa J. Leupp
Deed Ref: OR 171, Pg. 351



Scale: 1" = 40'

Legend

- A = Iron pin found
- B = Star drill hole set
- C = 5/8" x 30" iron pin w/ref. cap set

I hereby certify this survey and notes to be correct to the best of my knowledge.

Douglas W. Eis
Registered Surveyor No. 7758
D.W. Eis Surveying
114 Brownell St.
Napoleon, Ohio 43545
(419) 599-4990
October 1, 2003
Survey No. B0612b-H-CN-10-17-03

Survey Ref:
Vol. 22, Pg. 218
Vol. 29, Pg. 99

This Survey is Recorded in
Vol. 29, Pg. 203,
Henry County Engineer's
Survey Records.

0.814 Ac.Exist.
- 0.104 Ac.
0.710 Ac.Net

Marvin H. Buchholz
Vol. 259, Pg. 1037

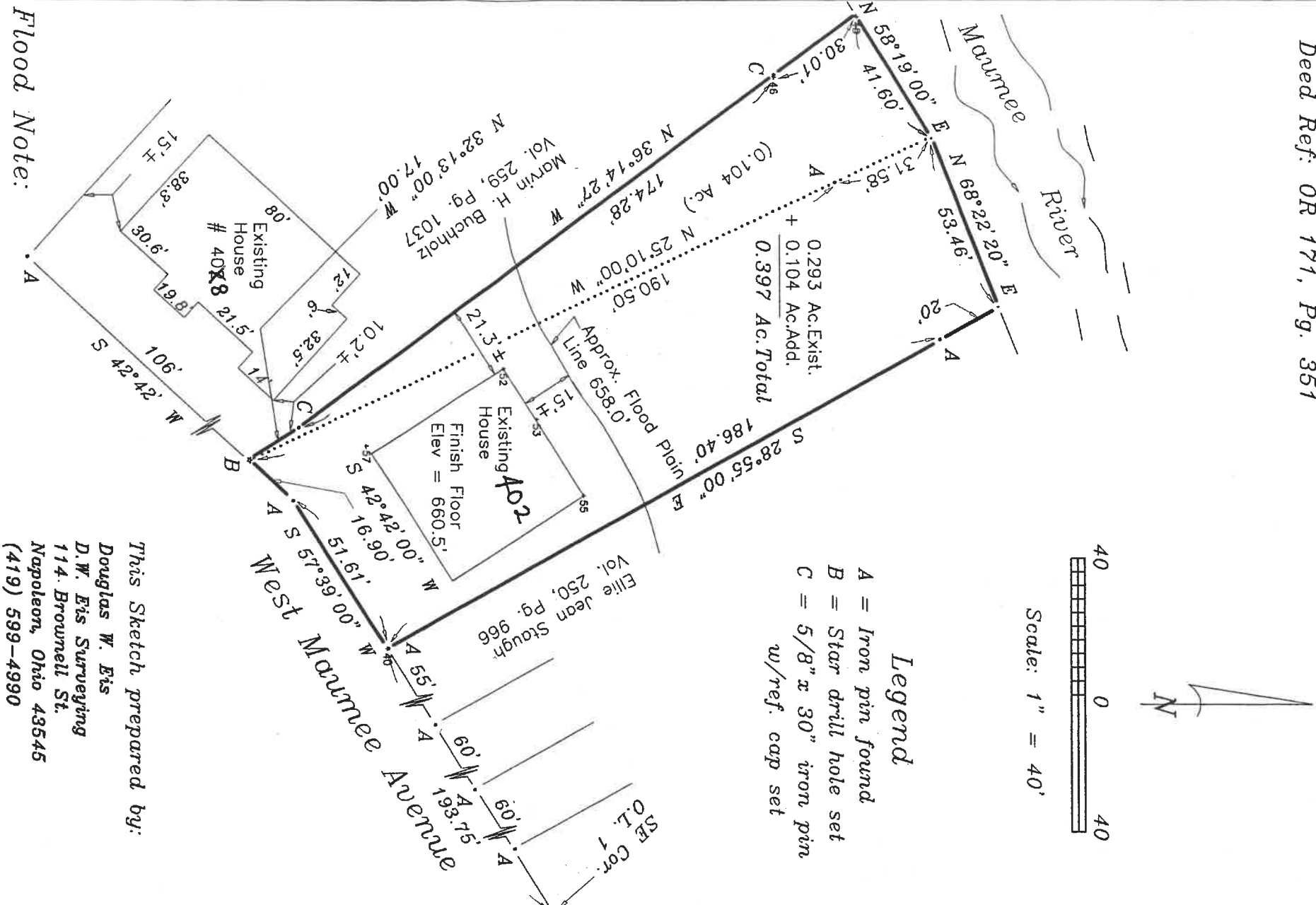
0.293 Ac.Exist.
+ 0.104 Ac.Add.
0.397 Ac.Total

R/W

Site Plan

Being a part of Outlot 1, J.G. Lowe's Addition of
Outlots to the City of Napoleon, Henry County,
Ohio.

For: Gregory A. & Theresa J. Leupp
Deed Ref: 0R 171, Pg. 351



Scale: 1" = 40'

Legend

- A = Iron pin found
- B = Star drill hole set
- C = 5/8" x 30" iron pin w/ref. cap set

Flood Note:
Portions of this property are
within the Flood Plain.
Refer to F.I.R.M. map no.
390266 0005 D
Dated: November 2, 1995

This Sketch prepared by:
Douglas W. Eis
D.W. Eis Surveying
114. Brownell St.
Napoleon, Ohio 43545
(419) 599-4990
Registered Surveyor No. 7758
October 1, 2003
Job No. B0612a-H-CN-10-09-03