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200900077211  
Filed for Record in  
HENRY COUNTY OHIO  
SARA L MYLES  
11-03-2009 At 01:57 pm.  
EASEMENT 44.00  
OR Volume 247 Page 1547 - 1550

AUDITORS OFFICE  
NOT TRANSFERRED  
NOV 03 2009

200900077211  
CITY OF NAPOLEON  
PICK-UP

*Kevin F. The*  
HENRY CO. AUDITOR *ad*

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## PERPETUAL EASEMENT

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**KNOW ALL MEN BY THESE PRESENTS:** That, Curtis D. Sparks, an unmarried man of legal age, "Grantor", whose tax mailing address is 519 W. 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 William C. Copeland, Grantee, the receipt and sufficiency of which is hereby acknowledged, does hereby **GRANT, BARGAIN, SELL, CONVEY, AND RELEASE** to the Grantee, his heirs, 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, a sanitary sewer. The aforementioned sewer for the purpose of this Easement consist of one or more pipes being below ground with 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 County of Henry and State of Ohio, and described as:

**SEE ATTACHED EXHIBIT "A", INCORPORATED HERETO.**

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

**SUBJECT TO ALL LEGAL HIGHWAYS, EASEMENTS, ZONING REGULATIONS, AND RESTRICTIONS OF RECORD.**

The Grantor claims title to the above described property by virtue of a deed record recorded in Official Records **VOLUME 211 AT PAGE 1295** 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, his heirs, executors, administrators, successors, and assigns, including but not limited to all damages to the remainder of the Grantor's real estate, that arise from or by reason of the laying, installation, construction, reconstruction, erection, use, operation, maintenance, supplementation, removal or inspection of said 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. Nevertheless, Grantee agrees to restore the grounds by seeding and leveling. 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 sewer without claim of damage to the trees or brush by the Grantor.

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

The Grantor hereby covenants that he is the true and lawful Owner of the above described real estate and has full power and authority to convey the same; that the same is free and clear from all liens and encumbrances whatsoever and that the Grantor will warrant and defend the title to the said easement against all lawful claims.

EXECUTED BY: Curtis D. Sparks, Grantor, this 26th day of October, 2009.

  
Curtis D. Sparks

STATE OF OHIO }  
                          } ss:  
COUNTY OF HENRY }

Before me a Notary Public in and for said County, personally appeared the above named, Curtis D. Sparks, the Grantor, 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 26th day of October, 2009.

(Seal)



**SHERYL K. RATHGE**  
Notary Public, State of Ohio  
Henry County

  
Notary Public

Commission Expires October 15, 2011

ACCEPTED BY:

  
William C. Copeland

10-20-2009  
Date

**THIS INSTRUMENT PREPARED AS PART OF A CITY PROJECT BY:**

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

**EASEMENT DESCRIPTION PREPARED BY:**

Feller Finch & Associates, Inc.  
P.O. Box 68, Maumee, Ohio 43537-0068

**LEGAL DESCRIPTION VERIFIED BY:**

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

Exhibit "A"

April 28, 2009

10' Wide Permanent Sanitary Sewer Easement  
Curtis D. Sparks  
519 W. Maumee Ave

Being a parcel of land in the City of Napoleon, Henry County, Ohio, being bounded and described as follows:

The northeasterly ten (10.00) feet of the Northwesterly one hundred (100.00) feet of a parcel of land as recorded in Official Record 211, Page 1295, Henry County Deed Records, subject to any and all leases, easements and restrictions of record. Being the same as shown on the plans for Contract No. 2008-36, West and East Graceway Drive Sewer Improvements, prepared by Feller, Finch & Associates, Inc., on file with the City of Napoleon.

Said parcel of land recorded in Official Record 211, Page 1295, Henry County Deed Records being described as follows:

A part of lot number nine (9) in William Rennecker's Subdivision of lot number eight (8) in John G. Lowe's Addition of Outlots to the City of Napoleon, Henry County, Ohio

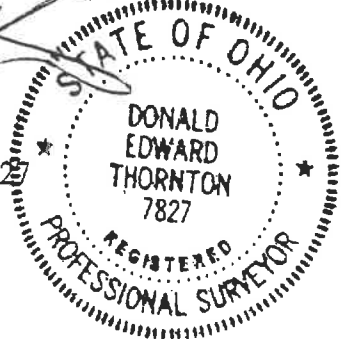
Beginning at an iron pin at the Northeast corner of said lot number Nine (9); thence southwesterly along the southerly line of West Maumee Avenue sixty-three and eighteen hundredths (63.18') feet to an iron pin; thence southeasterly at right angles to West Maumee Avenue one hundred sixty and zero hundredths (160') feet to an iron pin on the southerly line of said lot number nine (9); thence northeasterly along the southerly lot line of said lot nine (9) sixty-three and eighteen hundredths (63.18') feet to an iron pin at the southeasterly corner of said lot number nine (9); thence northwesterly along the easterly line of said lot nine (9) one hundred sixty and zero hundredths (160') feet to the place of beginning, be the same more or less. but subject to all legal high ways.

Prepared by:

FELLER, FINCH & ASSOCIATES, INC.



D. Edward Thornton, P. S.  
Professional Surveyor No. 7827



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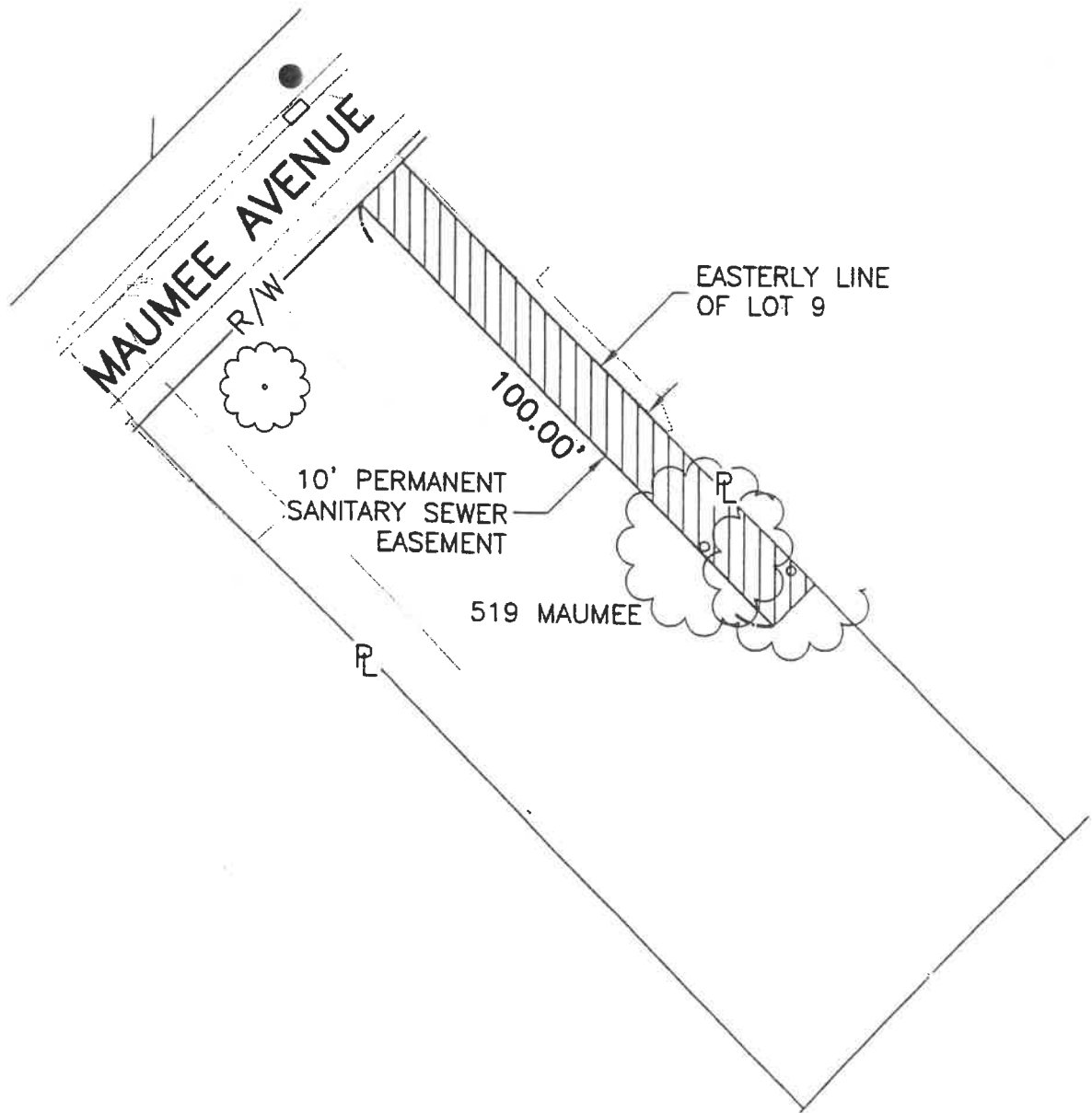
**Feller,  
Finch**  
& Associates, Inc.  
Engineers • Surveyors

1683 Woodlands Drive • P.O. Box 68 • Maumee, Ohio 43537-0068

Additional office in Jackson, Michigan (419) 893-3680  
Fax (419) 893-2982  
www.fellerfinch.com

10' WIDE SANITARY SEWER EASEMENT EXHIBIT  
519 MAUMEE AVE.  
PART OF LOT 9  
N WILLIAM RENNECKEE'S SUBDIVISION  
CITY OF NAPOLEON, HENRY COUNTY, OHIO

CURTIS D. SPARKS  
OFFICIAL RECORD 211, PAGE 1295  
HENRY COUNTY, DEED RECORDS



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SCALE:	1"=30'
DATE:	4-29-09
DRAWN BY:	RGS
PROJECT NO.:	10E06292
DRAWING:	10-06292FE00A1



**Feller Finch & Associates, Inc.**  
 1683 Woodlands Drive · P.O. Box 68 · Maumee, Ohio 43537  
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 Landscape Architects · Planners  
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