

# City of Napoleon

**Fax Cover** This is a confidential message, intended solely for the person to whom it is addressed. If you receive this message in error, please forward it to the correct person, or mail it back to us. Thank you.

**To** John Rosebrock - Rupp-Rosebrock, Inc.  
**Fax No.** (419) 533-8704  
**From** Adam C. Hoff, P.E. - City Engineer *ACH*  
**Date** 9/3/99  
**Subject** Lutheran Home - Alpine Village Plan Review  
**Pages** 2 including this one

Based upon our review of the plans submitted for the referenced project, we hereby approve the plans with the following conditions:

1. Per Article II.D of the City of Napoleon, Ohio Engineering Department Rules and Regulations, approval of the plan shall be effective for one (1) year from the date of this facsimile. Any extensions of time from that date will only be approved if the Owner, Developer or their Agent requests an extension of time for good cause and such extension is granted by the City Engineer.
2. Thrust blocks will not be permitted for joint restraint. Joint restraint for the water main fittings shall be as specified on Sht. 6 of 6 of the plans and restrained lengths shall be called out on the prints for each fitting. As noted in my previous facsimiles of June 6th and August 9th of this year, the joint restraint shall be designed to withstand a test pressure of 150 psi, with a factor of safety no less than 2.0.
3. Per my facsimiles of June 6th and August 9th, a plan note needs to be added stating that the water main trench crossing South Perry Street (St. Rt. 108) shall be backfilled with controlled density fill (CDF) with 9" concrete base replacement and an asphalt patch.
4. Four (4) sets of plumbing isometrics for the proposed structure shall be provided for determination of the required backflow prevention.
5. As noted in my prior facsimiles of April 15th, June 6th and August 9th, a grease trap meeting the Ohio Basic Building Code (OBBC) standards shall be provided on the proposed sanitary sewer.

Should any of these issues not be addressed prior to commencing with construction, a stop work order will be issued and fines of up to \$100.00 per day may levied for each day that the violation exists.

Finally, as I have stated in my prior facsimiles of April 15th, June 6th and August 9th, EPA plan approval will be required for both the proposed water and sewer mains **prior to commencing with construction**. Please be aware that the City may be required to sign the Permit to Install Application

255 W. Riverview Ave.  
Napoleon, Ohio 43545

(419) 592-4010 Phone

(419) 599-8393 Fax

# City of Napoleon

and Antidegradation Addendum. The issuance of these permits may take six (6) to eight (8) weeks.

If you have any questions, please call me at 592-4010. Thank you.

- c: Jon Bisher, Jeff Marihugh, Brent Damman  
Mr. Fred Berning - (419) 473-0506  
Mr. Terry Martell - (419) 865-8860  
Mr. Richard Chase - (419) 536-2239  
Ms. Linda Dyer - (419) 599-4791

# LETTER OF TRANSMITTAL

## Farnham, Wirries & Berning

Professional Registered Engineers & Surveyors: Ohio, Michigan, Indiana  
 5225 Secor Road, Toledo, Ohio 43623  
 (419)473-1491 Fax No. (419)473-0506

City of Napoleon

255 W. Riverview

Napoleon, OH 43545

Date 8-26-99	Job No.
Attention: Adam Hoff	
Re: The Lutheran Home-Napoleon	

**WE ARE SENDING YOU THE FOLLOWING ITEMS:**

Prints

Vellums

Mylars

Disk

COPIES	DESCRIPTION
2	Improvement Plans 6 sheets

**RECEIVED**  
 SEP 02 1999  
 CITY OF NAPOLEON

**THESE ARE TRANSMITTED as checked below:**

- For approval       For signature       Returned for your file
- For your use       Revised as requested       For signature and recording
- As requested       For review and comment

REMARKS: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

COPY TO: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Signed: Frederick J. Berning, P.S.-P.E.

LAW OFFICES  
**CHASE, GROCKI & BISHOP**

2650 NORTH REYNOLDS ROAD

SUITE 3

TOLEDO, OHIO 43615-2082

RICHARD A. CHASE  
DALE M. GROCKI  
J. JAMES BISHOP\*

PHONE 419-536-2066  
FAX 419-536-2239

\* ALSO ADMITTED IN MICHIGAN

August 25, 1999

**CERTIFIED MAIL: RETURN**  
**RECEIPT REQUESTED**

Mr. Adam C. Hoff, P.E.  
City Engineer  
City of Napoleon  
255 W. Riverview Avenue  
P. O. Box 151  
Napoleon, Ohio 43545

RE: **The Lutheran Orphans' and Old Folks'**  
**Home Society at Napoleon, Ohio #2, Inc.**

Dear Mr. Hoff:

Please find enclosed herewith the executed waterline easements I previously faxed to you.

I would appreciate being able to pick up the easements on the afternoon on August 31, 1999.

Respectfully,



Richard A. Chase

RAC:ch

Enclosures

napoleon#2/hoff.ltr

## UTILITY EASEMENT

### Know all Men By These Presents:

That THE LUTHERAN ORPHANS' AND OLD FOLKS' HOME SOCIETY AT NAPOLEON, OHIO, INC., an Ohio non-profit corporation whose principal place of business is located at 1032 South Perry Street, Napoleon, Henry County, 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 (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 Utility Easement with the right to lay, install, construct, reconstruct, repair, maintain and operate a water line in and under the following described real property with the right of ingress to and egress from, across and over said premises (real estate) situated in the City of Napoleon, County of Henry and State of Ohio, and described as:

See Legal Description attached hereto as "Exhibit A" which by reference is incorporated herein.

The Grantor claims title to the above described property by virtue of deed recorded in Deed/Official Record Volume 218, page 967 and Volume 227, page 165 of the records of Henry County, Ohio.

The consideration recited herein shall constitute full and final payment for said easement and all damages sustained and/or claimed by the Grantor its successor 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, installing, constructing, repairing and supplementing, maintenance, operation, inspection or replacement of said water line, including but not limited to those known or unknown, those legal, equitable or otherwise and those direct, incidental or consequential. Nevertheless, the Grantee shall restore the Grantor's yards, lawns, crops, fences, tiling, driveways, sidewalks and other similar improvements to as good condition as when entered upon by the Grantee or its agents, employees or contractors or at the Grantee's option, to pay the reasonable, direct, and known damages caused thereto.

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 Easement and right-of-way hereby granted includes the 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.

**TO HAVE AND TO HOLD** said Utility Easement, together with all rights and privileges belonging thereto unto the Grantee and its successors and assigns forever. This Utility

Easement together with all agreement, covenants, and other provisions recited herein, shall constitute a covenant running with the land for the benefit and use of Grantee, its successors and assigns forever. The provisions of this Easement will inure to the benefit of and bind the successors and assigns of the respective parties to it.

The Grantor hereby covenants that it 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 warrant and defend the title to the said easement against all lawful claims.

**IN WITNESS WHEREOF, THE LUTHERAN ORPHANS' AND OLD FOLKS' HOME SOCIETY AT NAPOLEON, OHIO, INC.** has caused its corporate name to be subscribed hereto by its President this 20<sup>th</sup> day of August, 1999.

SIGNED ACKNOWLEDGED  
AND DELIVERED IN THE  
PRESENCE OF:

**THE LUTHERAN ORPHANS' AND  
OLD FOLKS' HOME SOCIETY AT  
NAPOLEON, OHIO, INC.**

Patrick H. Pelletier  
Witness

Gary Spencer  
GARY SPENCER, President

PATRICK H PELLETIER  
(Printed Name of Witness)

Alicia Villarreal  
Witness

Alicia Villarreal  
(Printed Name of Witness)

STATE OF OHIO )  
 ) SS:  
COUNTY OF LUCAS )

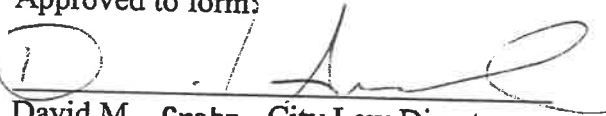
BE IT REMEMBERED, that on this 20th day of August, 1999, before me, the subscriber, a Notary Public in and for said County and State, personally appeared THE LUTHERAN ORPHANS' AND OLD FOLKS' HOME SOCIETY AT NAPOLEON, OHIO, INC., an Ohio non-profit Corporation by GARY SPENCER, its President, whose name is subscribed to and which executed the foregoing instrument, and for himself and as such Officer, and on behalf of said Corporation, acknowledged the signing and execution of said instrument, by authority of the Board of Trustees, and on behalf of said Corporation; and that the signing and execution of said instrument is his free and voluntary act and deed, his free act and deed as such Officer, and the free and voluntary act and deed of said Corporation, for the uses and purposes in said instrument mentioned.

  
\_\_\_\_\_  
Notary Public

PATRICK H. PELLTIER  
NOTARY PUBLIC  
IN AND FOR THE STATE OF OHIO  
MY COMMISSION EXPIRES JULY 23, 2002

GRANTOR CORPORATION  
HAS NO SEAL.

Approved to form:

  
\_\_\_\_\_  
David M. Grahn City Law Director

Accepted by:

  
\_\_\_\_\_  
Jon A. Bisher, City Manager

This instrument prepared by:

Richard A. Chase, Esquire  
2650 North Reynolds Road  
Suite 3  
Toledo, Ohio 43615-2082

Napoleon#2-232\utilityeasement

WATERLINE EASEMENT

Being that part of the Northeast 1/4 of Section 24, Town 5 North, Range 6 East, in Napoleon Township, City of Napoleon, Henry County, Ohio:

Commencing at the northwest corner of Lot 2 Lutheran Home Addition;

thence South 89 degrees 57 minutes 20 seconds East along the south right-of-way line of Williams Street a distance of 210.00 feet to the point of beginning said point being the centerline of a 20.00 foot wide waterline easement;

thence South 00 degrees 08 minutes 00 seconds West a distance of 18.00 feet;

thence South 44 degrees 52 minutes 00 seconds East a distance of 14.00 feet;

thence South 00 degrees 08 minutes 00 seconds West a distance of 69.00 feet;

thence South 89 degrees 57 minutes 20 seconds East a distance of 8.1 feet to the point of termination.

Prepared by:

Frederick J. Berning, P.S.-P.E.  
Professional Surveyor, No. 4926

96-160.1g1

EXHIBIT "A"



## UTILITY EASEMENT

### Know all Men By These Presents:

That THE LUTHERAN ORPHANS' AND OLD FOLKS' HOME SOCIETY AT NAPOLEON, OHIO, INC., an Ohio non-profit corporation whose principal place of business is located at 1032 South Perry Street, Napoleon, Henry County, 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 (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 Utility Easement with the right to lay, install, construct, reconstruct, repair, maintain and operate a water line in and under the following described real property with the right of ingress to and egress from, across and over said premises (real estate) situated in the City of Napoleon, County of Henry and State of Ohio, and described as:

See Legal Description attached hereto as "Exhibit A" which by reference is incorporated herein.

The Grantor claims title to the above described property by virtue of deed recorded in Deed/Official Record Volume 218, page 967 and Volume 227, page 165 of the records of Henry County, Ohio.

The consideration recited herein shall constitute full and final payment for said easement and all damages sustained and/or claimed by the Grantor its successor 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, installing, constructing, repairing and supplementing, maintenance, operation, inspection or replacement of said water line, including but not limited to those known or unknown, those legal, equitable or otherwise and those direct, incidental or consequential. Nevertheless, the Grantee shall restore the Grantor's yards, lawns, crops, fences, tiling, driveways, sidewalks and other similar improvements to as good condition as when entered upon by the Grantee or its agents, employees or contractors or at the Grantee's option, to pay the reasonable, direct, and known damages caused thereto.

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 Easement and right-of-way hereby granted includes the 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.

**TO HAVE AND TO HOLD** said Utility Easement, together with all rights and privileges belonging thereto unto the Grantee and its successors and assigns forever. This Utility

Easement together with all agreement, covenants, and other provisions recited herein, shall constitute a covenant running with the land for the benefit and use of Grantee, its successors and assigns forever. The provisions of this Easement will inure to the benefit of and bind the successors and assigns of the respective parties to it.

The Grantor hereby covenants that it 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 warrant and defend the title to the said easement against all lawful claims.

**IN WITNESS WHEREOF, THE LUTHERAN ORPHANS' AND OLD FOLKS' HOME SOCIETY AT NAPOLEON, OHIO, INC.** has caused its corporate name to be subscribed hereto by its President this 20<sup>th</sup> day of August, 1999.

SIGNED ACKNOWLEDGED  
AND DELIVERED IN THE  
PRESENCE OF:

**THE LUTHERAN ORPHANS' AND  
OLD FOLKS' HOME SOCIETY AT  
NAPOLEON, OHIO, INC.**

Patrick H. Pelletier  
Witness

Gary Spencer  
GARY SPENCER, President

PATRICK H PELLETIER  
(Printed Name of Witness)

Alicia Villarreal  
Witness

Alicia Villarreal  
(Printed Name of Witness)

STATE OF OHIO )  
 ) SS:  
COUNTY OF LUCAS )

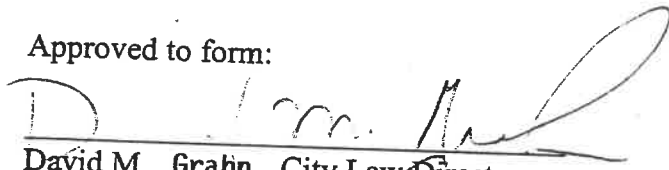
BE IT REMEMBERED, that on this 30th day of August, 1999, before me, the subscriber, a Notary Public in and for said County and State, personally appeared THE LUTHERAN ORPHANS' AND OLD FOLKS' HOME SOCIETY AT NAPOLEON, OHIO, INC., an Ohio non-profit Corporation by GARY SPENCER, its President, whose name is subscribed to and which executed the foregoing instrument, and for himself and as such Officer, and on behalf of said Corporation, acknowledged the signing and execution of said instrument, by authority of the Board of Trustees, and on behalf of said Corporation; and that the signing and execution of said instrument is his free and voluntary act and deed, his free act and deed as such Officer, and the free and voluntary act and deed of said Corporation, for the uses and purposes in said instrument mentioned.

  
\_\_\_\_\_  
Notary Public

PATRICK H. PELLTIER  
NOTARY PUBLIC  
IN AND FOR THE STATE OF OHIO  
MY COMMISSION EXPIRES JULY 23, 2002

GRANTOR CORPORATION  
HAS NO SEAL.

Approved to form:

  
\_\_\_\_\_  
David M. Grahn, City Law Director

Accepted by:

  
\_\_\_\_\_  
Jon A. Bisher, City Manager

This instrument prepared by:

Richard A. Chase, Esquire  
2650 North Reynolds Road  
Suite 3  
Toledo, Ohio 43615-2082

## WATERLINE EASEMENT

Being that part of the Northeast 1/4 of Section 24, Town 5 North, Range 6 East, in Napoleon Township, City of Napoleon, Henry County, Ohio:

Commencing at the northwest corner of Lot 2 Lutheran Home Addition;

thence South 89 degrees 57 minutes 20 seconds East along the south right-of-way line of Williams Street a distance of 210.00 feet to the POINT OF BEGINNING said point being the centerline of a 20.00 foot wide waterline easement;

thence South 00 degrees 08 minutes 00 seconds West a distance of 18.00 feet;

thence South 44 degrees 52 minutes 00 seconds East a distance of 14.00 feet;

thence South 00 degrees 08 minutes 00 seconds West a distance of 69.00 feet;

thence South 89 degrees 57 minutes 20 seconds East a distance of 624.80 feet to the POINT OF TERMINATION.

EXHIBIT "A"

## WATERLINE EASEMENT

Being that part of the Northeast 1/4 of Section 24, Town 5 North, Range 6 East, in Napoleon Township, City of Napoleon, Henry County, Ohio:

Commencing at the iron bolt marking the intersection of the centerline of Ohio State Route 108 with the south line of the Northeast 1/4 of Section 24;

thence North 00 degrees 08 minutes 00 seconds East along the centerline of South Perry Street (S.R. 108) a distance of 409 feet;

thence South 89 degrees 44 minutes 30 seconds East a distance of 30.00 feet to the POINT OF BEGINNING said point being the centerline of a 20.00 foot wide Waterline Easement;

thence continuing South 89 degrees 44 minutes 30 seconds East a distance of 368.00 feet;

thence North 00 degrees 08 minutes 00 seconds East a distance of 154 feet;

thence South 89 degrees 57 minutes 20 seconds East a distance of 606.70 feet to the POINT OF TERMINATION.

**UTILITY EASEMENT**

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The Grantor hereby covenants that it 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 warrant and defend the title to the said easement against all lawful claims.

**IN WITNESS WHEREOF, THE LUTHERAN ORPHANS' AND OLD FOLKS' HOME SOCIETY AT NAPOLEON, OHIO, INC.** has caused its corporate name to be subscribed hereto by its President this 20<sup>th</sup> day of August, 1999.

SIGNED ACKNOWLEDGED  
AND DELIVERED IN THE  
PRESENCE OF:

Patrick H. Pelletier

Witness

PATRICK H PELLETIER  
(Printed Name of Witness)

Alicia Villarreal

Witness

Alicia Villarreal  
(Printed Name of Witness)

**THE LUTHERAN ORPHANS' AND  
OLD FOLKS' HOME SOCIETY AT  
NAPOLEON, OHIO, INC.**

Gary Spencer  
GARY SPENCER, President

STATE OF OHIO )  
 ) SS:  
COUNTY OF LUCAS )

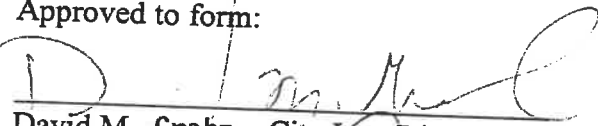
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\_\_\_\_\_  
Notary Public

PATRICK H. PELLTIER  
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IN AND FOR THE STATE OF OHIO  
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Approved to form:

  
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Accepted by:

  
\_\_\_\_\_  
Jon A. Bisher, City Manager

This instrument prepared by:

Richard A. Chase, Esquire  
2650 North Reynolds Road  
Suite 3  
Toledo, Ohio 43615-2082



WATERLINE EASEMENT

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thence continuing South 89 degrees 44 minutes 30 seconds East a distance of 368.00 feet;

thence North 00 degrees 08 minutes 00 seconds East a distance of 154 feet to the point of termination.

Prepared by:

Frederick J. Berning, P.S.-P.E.  
Professional Surveyor, No. 4926

96-160.1g1

EXHIBIT "A"