

1032 S. Perry St.



INCOMING WORK FOR LAW DEPARTMENT

Department _____

Project Lutheran Orphans' and Old Folks' Home Society - Utility Esmt.

Date Submitted 1-11-2000

Desired Date _____

Department Head _____

Jon A. Bisher
Approved by Jon A. Bisher, City Manager

COMMENTS:

Enclosed is an Amended Utility Easement for the referenced project prepared by Richard Chase. Please review and comment or sign if everything looks o.k. (other than "David Gardner").

<p>Departmental Use Only:</p> <p>Expected Completion Date _____</p> <p>Completed Date _____</p> <p>_____</p> <p>David M. Grahn, City Law Director</p>



The Lutheran Home at Napoleon

1036 S. Perry Street Napoleon, OH 43545 Telephone: (419) 592-1688 Fax: (419) 599-4791

David I. Roberts, M.B.A.
Chief Executive Officer

Linda Dyer, LNHA
Executive Director

January 11, 2000

To Whom It May Concern:

BOARD OF TRUSTEES:

President
Mr. Gary Spencer

Vice President
Rev. Norm Norden

Secretary
Mr. Walter Hougland

Treasurer
Mr. Roderic Shirk

Mr. Glenn Badenhop
Mr. Ted Fritz
Mrs. Carmen Hogrefe
Mr. Edmund Peper
Mr. David Roberts
Mr. Roderick Shirk
Mrs. Marylin Wachtman
Rev. Paul Weber

The attached Amended Utility Easement needs to be signed by David M. Gardner, City Law Director and Jon A. Bisher, Napoleon City Manager. This amendment was necessary to correct the legal description in order to accommodate the previous easement that ran through the Lutheran Home signage along the front of South Perry Street.

Please contact Linda Dyer at 592-1688 upon signing of these documents and I will pick them up to be recorded.

If you have any questions, please call Richard Chase, Esq. at (419) 536-2066. Thank you for your prompt attention to this matter.

Sincerely,

Linda Dyer LNHA
Executive Director

AMENDED 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, an Amended 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.

This Amended Utility Easement is given solely for the purpose of correcting the legal description attached as "Exhibit A" to the Utility Easement previously executed by the parties on the 20th day of August, 1999 and recorded with the Henry County Recorder at Volume 58 of Instruments, Page 610.

The consideration recited herein shall constitute full and final payment for said amended 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 Amended Utility 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 Amended Utility Easement, together with all rights and privileges belonging thereto unto the Grantee and its successors and assigns forever. This Amended 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 Amended Utility 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 11TH day of JANUARY, 2000.

SIGNED ACKNOWLEDGED
AND DELIVERED IN THE
PRESENCE OF:

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


Witness


GARY SPENCER, President

SUZANNE M RICHARDSON

(Printed Name of Witness)


Witness

MARGARET A MEYER

(Printed Name of Witness)

STATE OF OHIO)
) SS:
COUNTY OF ~~LUCAS~~)
 HENRY

BE IT REMEMBERED, that on this 11TH day of JANUARY, 2000, 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

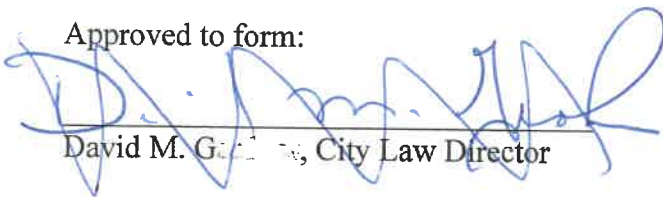
Board of Trustees, and on behalf of said Corporation; and that the signing and execution of said instrument is his free and voluntary act and deed, his free act and deed as such Officer, and the free and voluntary act and deed of said Corporation, for the uses and purposes in said instrument mentioned.


Notary Public

SUZANNE M. RICHARDSON
NOTARY PUBLIC, STATE OF OHIO
My Commission Expires Feb. 28, 2001

GRANTOR CORPORATION
HAS NO SEAL.

Approved to form:


David M. G..., City Law Director

Accepted by:

Jon A. Bisher, City Manager

This instrument prepared by:

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

napoleon#2-232\utilityeasement2

"EXHIBIT A"

WATERLINE EASEMENT DESCRIPTION

Being a Waterline Easement for LUTHERAN ORPHANS AND OLD FOLKS HOME SOCIETY AT
NAPOLEON, OHIO:

Commencing at the intersection of the centerline of SR-108 with the south line of the Northeast 1/4 of
Section 24;

thence North 00 degrees 08 minutes 00 seconds East a distance of 453.00 feet;

thence South 89 degrees 57 minutes 20 seconds East a distance of 30.00 feet to a point on the east
right-of-way line of South Perry Street and the PLACE OF BEGINNING;

thence South 89 degrees 57 minutes 20 seconds East a distance of 29.00 feet;

thence South 00 degrees 08 minutes 00 seconds West a distance of 30.00 feet;

thence 89 degrees 57 minutes 20 seconds West a distance of 29.00 feet to a point on the east right-
of-way line of South Perry Street;

thence North 00 degrees 08 minutes 00 seconds East along the east right-of-way line of said South
Perry Street a distance of 30.00 feet to the PLACE OF BEGINNING.

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 20th 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

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.lgl

EXHIBIT "A"

AMENDED 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, an Amended 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.

This Amended Utility Easement is given solely for the purpose of correcting the legal description attached as "Exhibit A" to the Utility Easement previously executed by the parties on the 20th day of August, 1999 and recorded with the Henry County Recorder at Volume 58 of Instruments, Page 610.

The consideration recited herein shall constitute full and final payment for said amended 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.

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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 11th day of JANUARY, 2000.

SIGNED ACKNOWLEDGED
AND DELIVERED IN THE
PRESENCE OF:

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

Margaret A Meyer
Witness

Gary Spencer
GARY SPENCER, President

Margaret A. Meyer
(Printed Name of Witness)

Suzanne M. Richardson
Witness

SUZANNE M RICHARDSON
(Printed Name of Witness)

STATE OF OHIO)
) SS:
COUNTY OF ~~LUCAS~~)
 HENRY

BE IT REMEMBERED, that on this 11TH day of JANUARY, 2000, 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

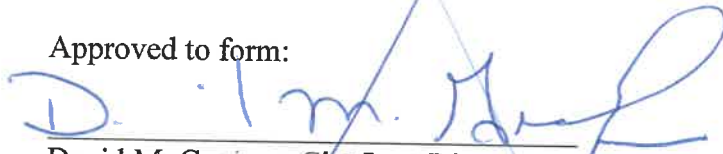
Board of Trustees, and on behalf of said Corporation; and that the signing and execution of said instrument is his free and voluntary act and deed, his free act and deed as such Officer, and the free and voluntary act and deed of said Corporation, for the uses and purposes in said instrument mentioned.


Notary Public

SUZANNE M. RICHARDSON
NOTARY PUBLIC, STATE OF OHIO
My Commission Expires Feb. 28, 2001

GRANTOR CORPORATION
HAS NO SEAL.

Approved to form:


David M. G. [unclear], City Law Director

Accepted by:

Jon A. Bisher, City Manager

This instrument prepared by:

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

napoleon#2-232\utilityeasement2

"EXHIBIT A"

WATERLINE EASEMENT DESCRIPTION

Being a Waterline Easement for LUTHERAN ORPHANS AND OLD FOLKS HOME SOCIETY AT NAPOLEON, OHIO:

Commencing at the intersection of the centerline of SR-108 with the south line of the Northeast 1/4 of Section 24;

thence North 00 degrees 08 minutes 00 seconds East a distance of 453.00 feet;

thence South 89 degrees 57 minutes 20 seconds East a distance of 30.00 feet to a point on the east right-of-way line of South Perry Street and the PLACE OF BEGINNING;

thence South 89 degrees 57 minutes 20 seconds East a distance of 29.00 feet;

thence South 00 degrees 08 minutes 00 seconds West a distance of 30.00 feet;

thence 89 degrees 57 minutes 20 seconds West a distance of 29.00 feet to a point on the east right-of-way line of South Perry Street;

thence North 00 degrees 08 minutes 00 seconds East along the east right-of-way line of said South Perry Street a distance of 30.00 feet to the PLACE OF BEGINNING.

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 Richard Chase - Chase, Grocki & Bishop

Fax No. (419) 536-2239

From Adam C. Hoff, P.E. - City Engineer *ACH*

Date 6/22/00

Subject Lutheran Home - Alpine Village

Pages 1, including this one

My records indicate that the additional water main easement has not been provided to-date. As we discussed previously, the "amended easement" that was executed by the Lutheran Home Society on January 11, 2000 was incorrect. What we require is an additional easement with the same boundary description as provided in the easement of January 11th. Your immediate attention on this issue is requested.

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

c: Jon Bisher, Brent Damman
Ms. Linda Dyer - 599-4791
Mr. John Rosebrock - 533-8704

255 W. Riverview Ave.

Napoleon, Ohio 43545

(419) 592-4010 Phone

(419) 599-8393 Fax