

APPLICATION FOR MINOR SUBDIVISION OF LAND IN ACCORDANCE WITH CITY OF NAPOLEON OHIO CODE OF GENERAL ORDINANCES SECTION 1105.06 (B) (1) ENTITLED EXCEPTIONS.

DATE: 3/21/08 FEE: \$25.00

TOWNSHIP NAME: NAPOLEON SECTION #: 24

SUBDIVISION NAME: NA LOT: \_\_\_\_\_

ADDRESS OF SUBDIVISION: 1036 SOUTH PERRY STREET

NAME OF CURRENT OWNER: HENRY COUNTY AGRICULTURAL SOCIETY

OWNER ADDRESS: P.O. BOX 387

CITY: NAPOLEON STATE: OHIO ZIP: 43545

OWNER PHONE: 419-599-9096

NAME OF PURCHASER: LUTHERAN ORPHANS AND OLD FOLKS HOME SOCIETY

PURCHASER ADDRESS: 1036 SOUTH PERRY ST.

CITY: NAPOLEON STATE: OHIO ZIP: 43545

PURCHASER PHONE: 419-592-1688

SURVEYOR NAME: HERBERT BEHRMAN #5778

SURVEYOR ADDRESS: 7-234 ROAD D HAMLER, OHIO 43524

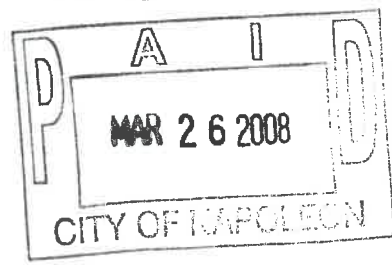
SURVEY DRAWING #: \_\_\_\_\_

APPLICANT SIGNATURE: Alexander Kooft <sup>PRESIDENT</sup> KOOFTS 

CITY ENGINEER:  Vice Pres. Henry Co. Agr. Soc. in

CITY ZONING ADMINISTRATOR: Tom Zimmerman

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



## REAL ESTATE PURCHASE AGREEMENT

This Agreement made and concluded at Napoleon, Ohio, this        day of May, 2008, by and between Henry County Agricultural Society, Inc., hereinafter referred to as the Seller, and, Lutheran Orphans and Old Folks Home Society at Napoleon, Inc. an Ohio Corporation, hereinafter referred to as the Buyer, Witnesseth:

It is agreed as follows:

### DESCRIPTION

The Seller agrees to sell and the Buyer agrees to purchase and pay for the following described parcels upon the terms hereinafter provided:

A parcel of land located in part of the Northeast Quarter (1/4) of Section 24, T 5 N, R 6 E, Napoleon Township, Henry County, Ohio, and more particularly described as follows:

Beginning at a point a distance of 303.00 feet N 0° 02' 00" W of the Southeast corner of the Northeast Quarter (1/4) of said Section 24; thence S 89° 27' 45" W a distance of 649.72 feet to a point, thence N 0° 02' 00" W a distance of 60.00 feet to an iron pin, thence N 89° 27' 45" E along the south line of the Lutheran Home Addition a distance of 140.00 feet to an iron pin, thence continuing N 89° 27' 45" E along the south line of the Lutheran Home Addition Replat of Lot Numbered 3, (Slide 191, Record of Plats) a distance of 509.72 feet to an iron pin, thence S 0° 02' 00" E along the east line of the Northeast Quarter (1/4) of said Section 24 a distance of 60.00 feet to an iron pin, said point being the point of beginning.

Containing 0.895 acre of land, more or less, but subject to all easements, restrictions and leases of record, zoning ordinances and all legal highways.

The Buyer shall not convey the hereinabove described premises or any part thereof, without also simultaneously conveying to the same Grantee the adjacent 9.623 acre parcel which is owned by the Buyer. The hereinabove described premises serves as a means of ingress and egress for said 9.623 acre parcel.

Buyer has personally inspected and examined the hereinabove described premises and is satisfied as to the condition thereof and does hereby agree to purchase the same "as is." Seller makes no representations as to the condition of said premises either express or implied other than as herein contained.

It being understood by the parties that there are no reservations or exceptions of fixtures appurtenant to said premises other than as herein specifically set forth. Any special agreements shall be attached hereto and made a part hereof.

### PURCHASE PRICE

Buyer agrees to pay for said real property the sum of Ten Thousand and No/100 Dollars (\$10,000.00) which shall be paid at the time of closing.

### EVIDENCE OF TITLE

The Seller shall furnish to the Buyer, within a reasonable time after the date hereof, a Guaranteed Certificate of Title covering the hereinabove described property. If the Buyer desires a preliminary title report or title evidence other than a Guaranteed Certificate of Title, or title evidence in addition to a Guaranteed Certificate of Title, the Seller shall pay the cost of a Guaranteed Certificate of Title and the Buyer shall pay any additional costs arising

therefrom. Such Guaranteed Certificate of Title shall be issued by a responsible title company and shall show the title to be good and marketable in the name of the Seller, free and clear from material defects, liens and encumbrances, except those created or assumed by the Buyer, those specifically set forth in this Agreement, zoning ordinances, legal highways, restrictions and easements of record. Said evidence of title shall be in compliance with the Ohio Marketable Title Act.

Any objections of the Buyer to the Evidence of Title shall be delivered in writing to the Seller within five days after the delivery of the Evidence of Title and every objection not so delivered shall be deemed to be waived, time being of the essence.

If the title to said premises shall not be marketable, and such defect cannot be remedied by Seller within a reasonable time, then the Seller shall refund to the Buyer any sum this day paid by the Buyer to the Seller and the same shall be accepted by the Buyer in full satisfaction and discharge of all claims and demands of the Buyer arising or in any manner growing out of this agreement, and thereupon this agreement shall be null and void and both parties released from the obligations hereof.

#### POSSESSION

Possession and occupancy of said premises shall be delivered to Buyer upon closing of this transaction.

#### TAXES AND ASSESSMENTS

Taxes and assessments levied and assessed upon said property for the tax year 2008 shall be prorated to the date of closing with the Seller paying the same through said date and the Buyer paying the same thereafter, except Buyer shall be liable for and shall pay a sewer assessment being assessed upon said parcels by the City of Napoleon in the approximate amount of Two Thousand and No/100 Dollars (\$2,000.00) per acre for the total 0.895 acres surveyed as shown upon the attached plat.

#### DEED

Seller shall deliver a good and sufficient, transferable and recordable General Warranty Deed to Buyer, conveying to Buyer a marketable title, in fee simple, to said real property, free and clear of all liens and encumbrances whatsoever, except restrictions and conditions of record, zoning ordinances, easements of record and taxes and assessments, both general and special, levied and assessed for that portion of the 2008 tax year through the date of closing of this transaction, except the aforesaid sewer assessment assumed by Buyer. Said Deed shall be delivered upon payment in full of the balance of the purchase price at the time of closing.

#### CLOSING

Closing shall be held on or before May , 2008, unless extended by the mutual agreement of the parties, at the Office of Seller's attorney, or, at such other time, date and location as mutually agreed upon by the parties.

#### SELLER'S RESTRICTION

Upon execution of this agreement by the parties, it shall become binding upon and accrue to the benefit of Buyer and Seller and their respective heirs, executors, administrators,

successors and assigns, and shall be deemed to contain all the terms and conditions agreed upon, it being agreed that there are no outside conditions, representations, warranties or agreements.

Henry County Agricultural Society, Inc.

By \_\_\_\_\_  
Seller

Date: \_\_\_\_\_

By \_\_\_\_\_  
Seller

Date: \_\_\_\_\_

Lutheran Orphans and Old Folks Home  
Society at Napoleon, Inc. an Ohio Corporation

By \_\_\_\_\_  
Buyer

Date

1036 South Perry St.  
Napoleon, Ohio 43545  
Phone No.: 419-592-1688

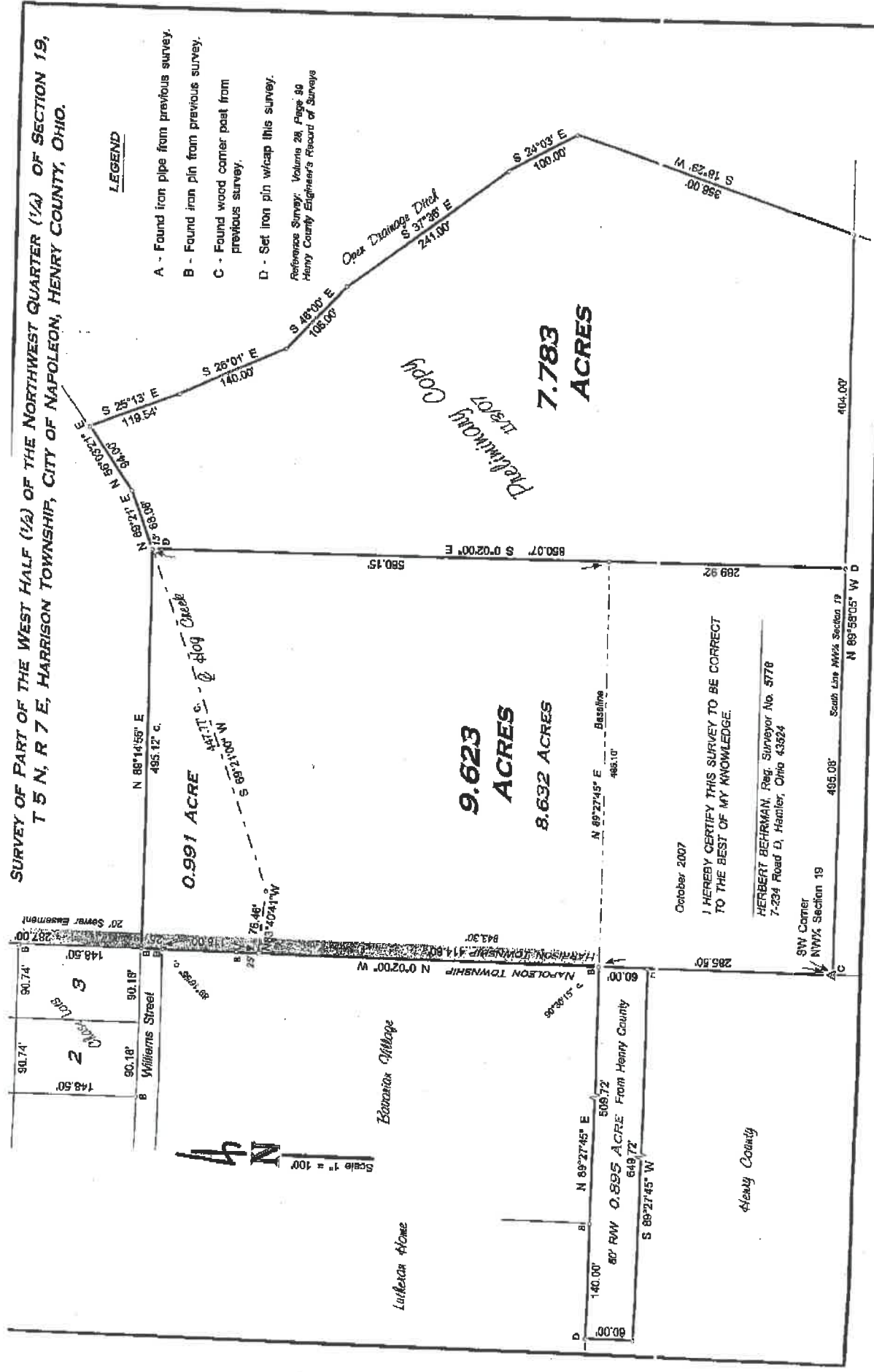
*This instrument was prepared by Edmund G. Peper  
Attorney at Law, 555 Monroe Street  
Napoleon, OH 43545*

SURVEY OF PART OF THE WEST HALF (1/2) OF THE NORTHWEST QUARTER (1/4) OF SECTION 19,  
T 5 N, R 7 E, HARRISON TOWNSHIP, CITY OF NAPOLEON, HENRY COUNTY, OHIO.

**LEGEND**

- A - Found iron pipe from previous survey.
- B - Found iron pin from previous survey.
- C - Found wood corner post from previous survey.
- D - Set iron pin w/cap this survey.

Reference Survey: Volume 28, Page 30  
Henry County Engineer's Record of Surveys



**Peper Law Firm**

Attorneys at Law  
555 Monroe Street  
Napoleon, Ohio 43545

Edmund G. Peper  
Melissa Peper Firestone

Telephone: 419/592-3816  
419/592-0951  
Fax: 419/592-0951

DATE: May 22, 2008

TO:

ATTENTION: TOM *Zimmerman*

FAX NO.: 419-~~592-1799~~ *599-8393*

SENDER: Edmund Peper

Number of Pages: 4 + Cover Sheet 1 = 5 Pages

Real Estate Purchase Agreement – Henry County Ag. Soc. Inc. and Lutheran  
Orphans and Old Folks Home Soc. At Napoleon, Inc.

**IF ALL PAGES NOT RECEIVED, CALL: (419) 592-3816**

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CITY OF NAPOLEON UTILITY DEPARTMENT

Batch	18480	Sequence	1	Date	27 MAR 2008	Pay type	CK
Time	08:12AM				Refer	3978	
Account	MZON				Amt Paid	25.00	
Name	HENRY CO AGR SOCIETY				Amt Tend	25.00	
Document	MINOR SUB S. PERRY				Change	0.00	
	100.3100.46690					25.00	

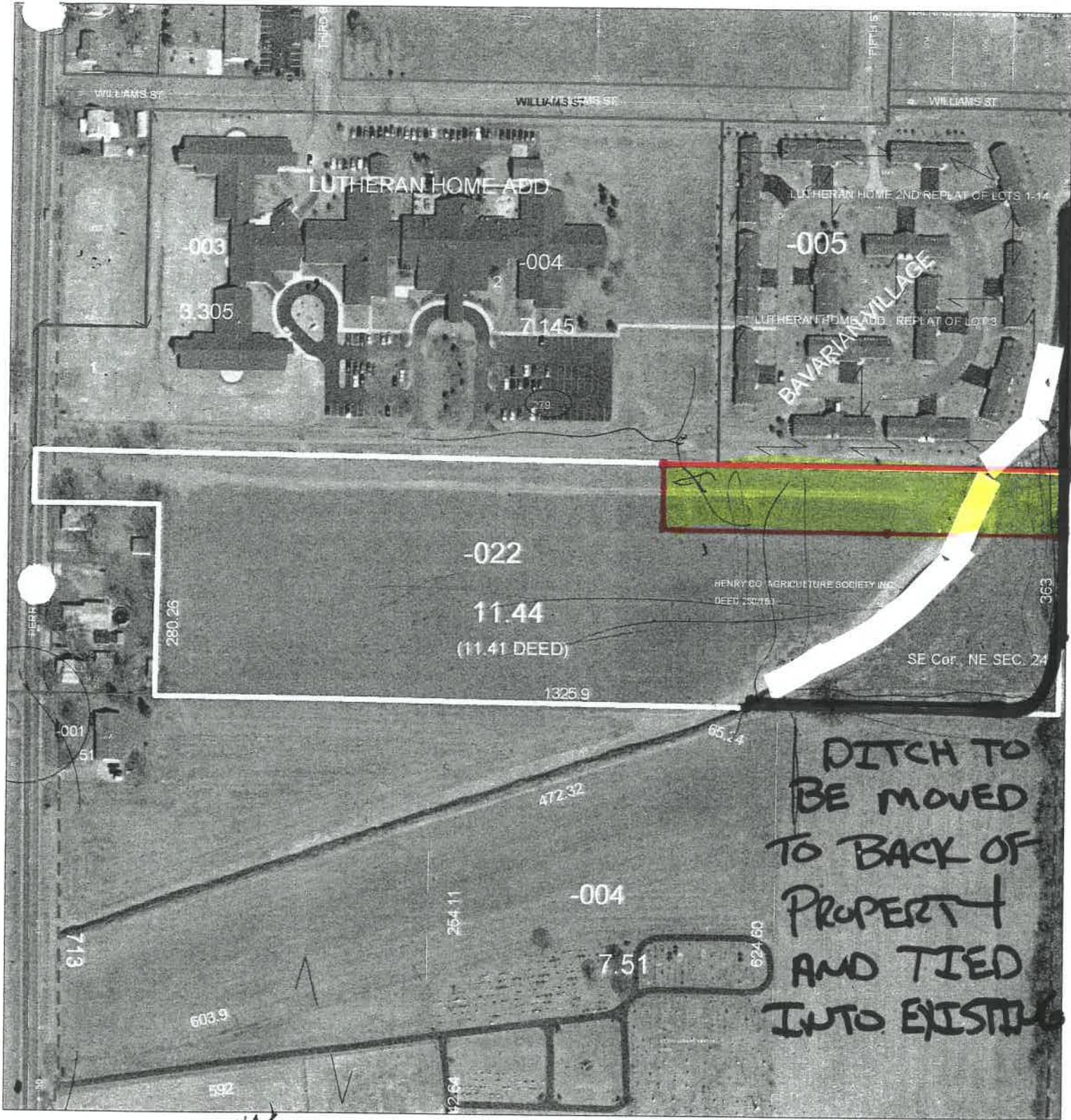


# Henry County GIS

**PUBLIC ACCESS SYSTEM**

Date: February, 14 2006

This map was prepared as the tax map for Henry County as prepared by the Henry County Engineer in accordance with Section 5713.09 of the Ohio Revised Code. Henry County assumes no legal responsibility for the information contained on this map. Users noting errors or omissions are encouraged to contact the Henry County Tax Map Department.



Parcel #: 05-24-279-022  
 Parcel #: 412400040000  
 Owner: HENRY COUNTY AGRICULTURAL SOCIETY, INC.  
 Address: P O BOX 387  
 NAPOLEON OH 43545

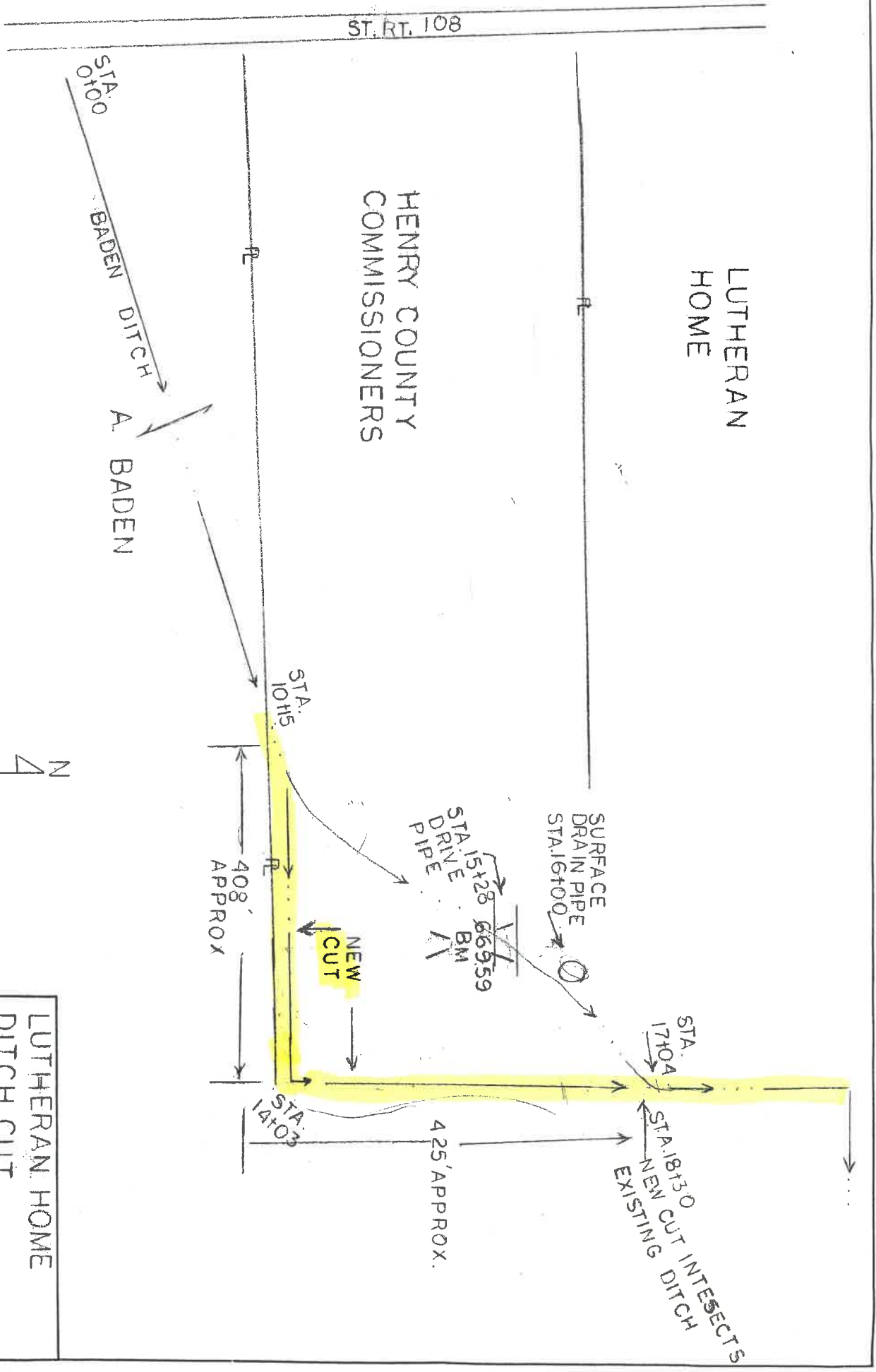
Acres: 11.44000  
 Tax District: 41  
 Location: SOUTH PERRY STREET  
 Parc Suf: 01  
 Deed:

Legal Line 1: SE PT NE  
 Legal Line 2:  
 Legal Line 3:  
 Frontage: 000000  
 Depth: 0000

Building Taxes: 0  
 Land Taxes: 400  
 Total Taxes: 400  
 Cauv Value: 0







LUTHERAN HOME

HENRY COUNTY COMMISSIONERS

ST.A. 0+00  
BADEN DITCH  
A. BADEN

ST. RT. 108

STA. 10+15  
408' APPROX

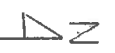
STA. 15+28  
15x28 DRIVE PIPE  
BM 669559

SURFACE DRAIN PIPE  
STA. 16+00

STA. 17+04  
STA. 18+30  
NEW CUT INTERSECTS EXISTING DITCH

425' APPROX.

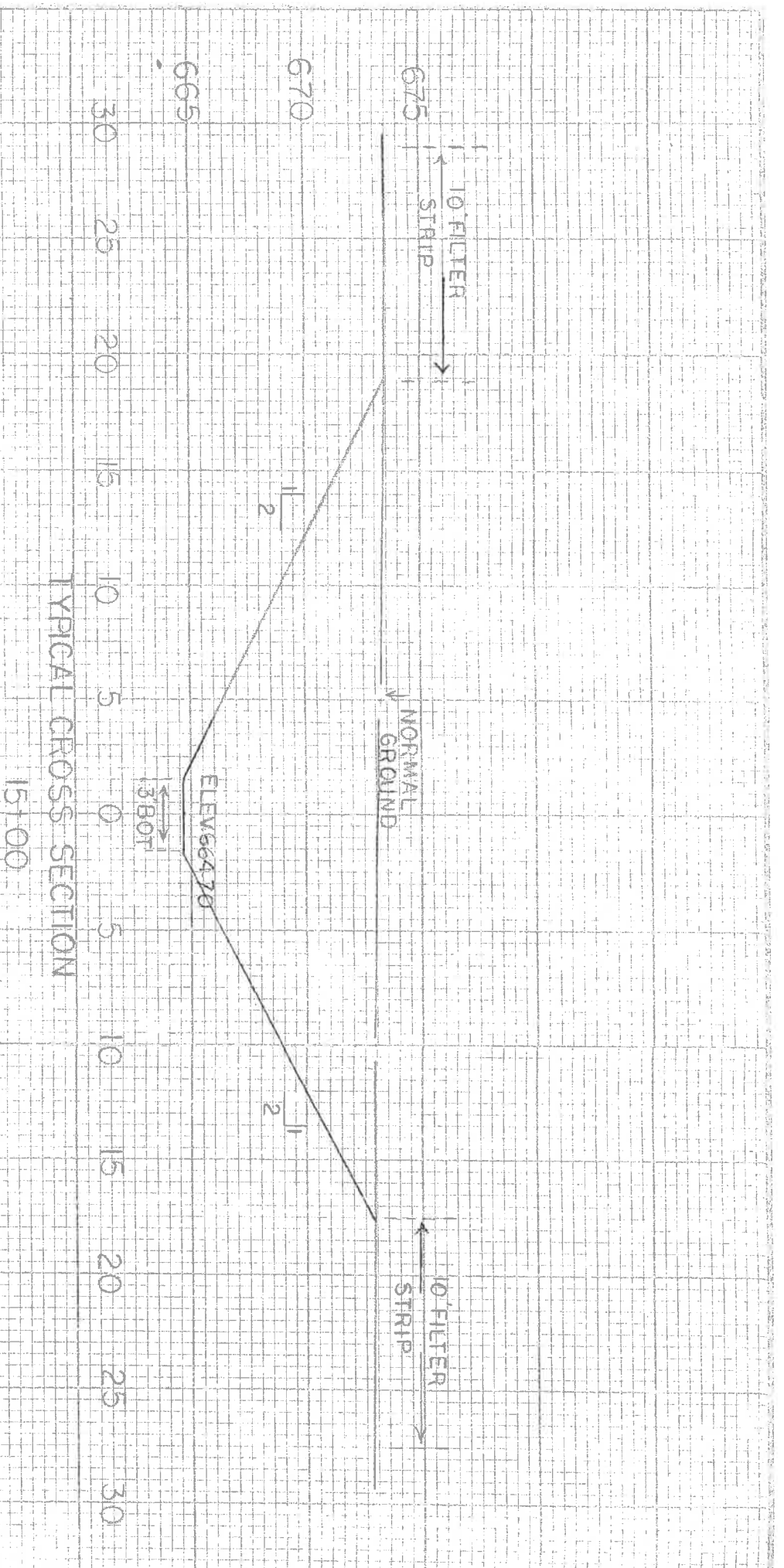
STA. 14+03



(NOT TO SCALE)

BM.-TOP 60" CMP  
SOUTH END ELEV. 669.59

LUTHERAN HOME	
DITCH CUT	
NAPOLÉON TWP. SEC. 24	
U. S. DEPARTMENT OF AGRICULTURE	
SOIL CONSERVATION SERVICE	
Designed by	Date
Drawn, K.C.	1-09
Title	Sheet
	Drawing No.
Traced	No.
Checked	3



LUTHERAN HONIE  
 DITCH CUT  
 NAPOL FON TWP SEC. 24  
 U. S. DEPARTMENT OF AGRICULTURE  
 SOIL CONSERVATION SERVICE

Scale: 1:08  
 Date: 3/31/33  
 Drawn by: [Signature]  
 Checked by: [Signature]

**SURVEY OF PART OF THE WEST HALF (1/2) OF THE NORTHWEST QUARTER (1/4) OF SECTION 19,  
T 5 N, R 7 E, HARRISON TOWNSHIP, CITY OF NAPOLEON, HENRY COUNTY, OHIO.**

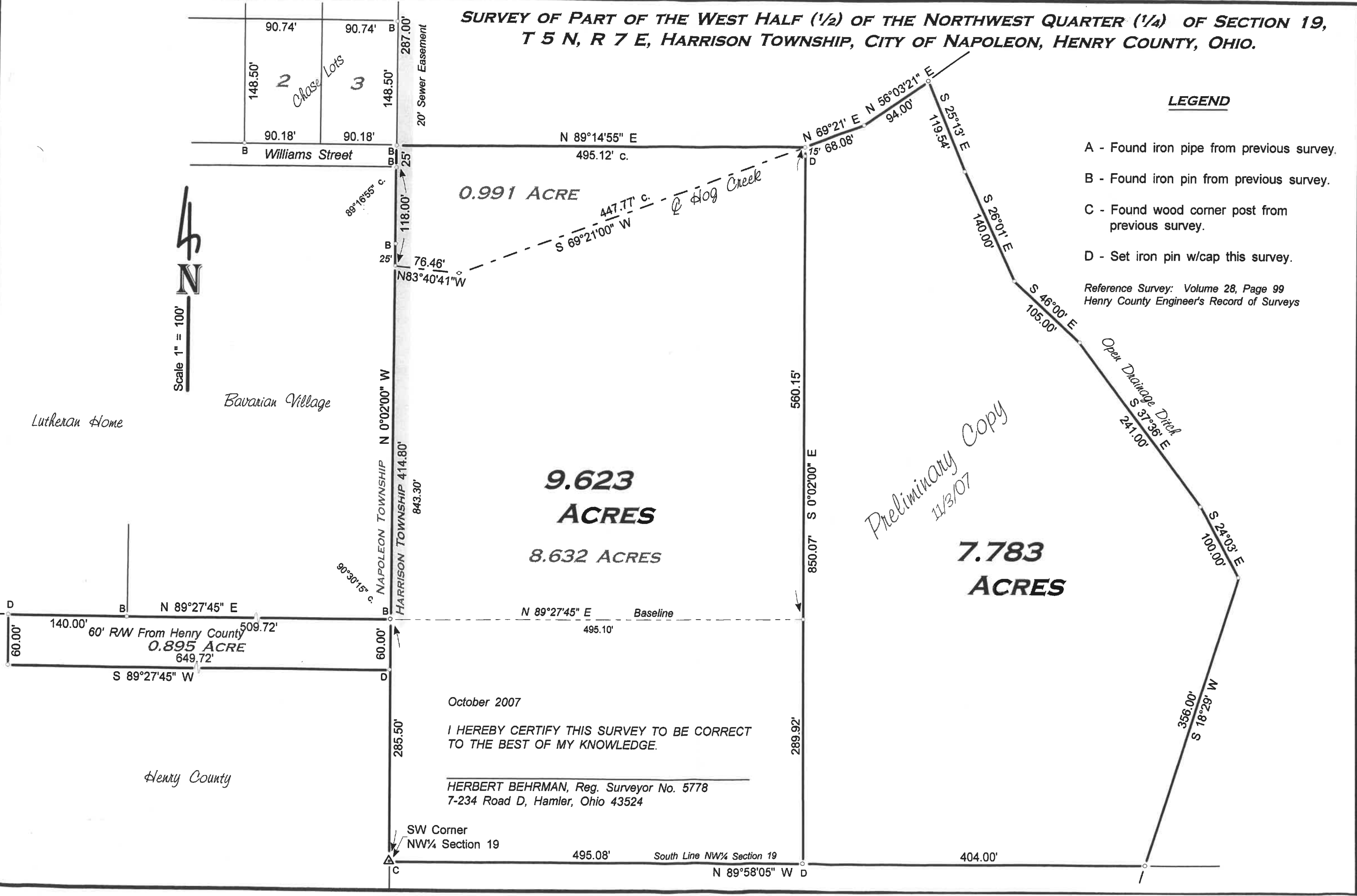
Scale 1" = 100'



**LEGEND**

- A - Found iron pipe from previous survey.
- B - Found iron pin from previous survey.
- C - Found wood corner post from previous survey.
- D - Set iron pin w/cap this survey.

Reference Survey: Volume 28, Page 99  
Henry County Engineer's Record of Surveys



0.991 ACRE

**9.623  
ACRES**

8.632 ACRES

**7.783  
ACRES**

*Preliminary Copy  
11/3/07*

October 2007

I HEREBY CERTIFY THIS SURVEY TO BE CORRECT  
TO THE BEST OF MY KNOWLEDGE.

HERBERT BEHRMAN, Reg. Surveyor No. 5778  
7-234 Road D, Hamler, Ohio 43524

SW Corner  
NW 1/4 Section 19

Lutheran Home

Bavarian Village

Henry County

Williams Street

South Line NW 1/4 Section 19

Open Drainage Ditch

Chase Lots

Hog Creek

20' Sewer Easement

NAPOLEON TOWNSHIP N 0°02'00" W  
HARRISON TOWNSHIP 414.80'

60' RW From Henry County  
0.895 ACRE  
649.72'

N 89°27'45" E  
140.00'  
60.00'  
S 89°27'45" W  
509.72'  
649.72'

285.50'

289.92'

560.15'

850.07' S 0°02'00" E

N 89°14'55" E  
495.12' c.

N 89°27'45" E  
495.10' Baseline

495.08'

404.00'

118.00'

76.46'  
N 83°40'41" W

447.77' c.

N 69°21' E  
15' 68.08'

N 56°03'21" E  
94.00'

S 25°13' E  
119.54'

S 26°01' E  
140.00'

S 46°00' E  
105.00'

S 37°36' E  
241.00'

S 24°03' E  
100.00'

356.00'  
S 18°29' W

90°30'15" c.

89°16'55" c.

B

B

B

B

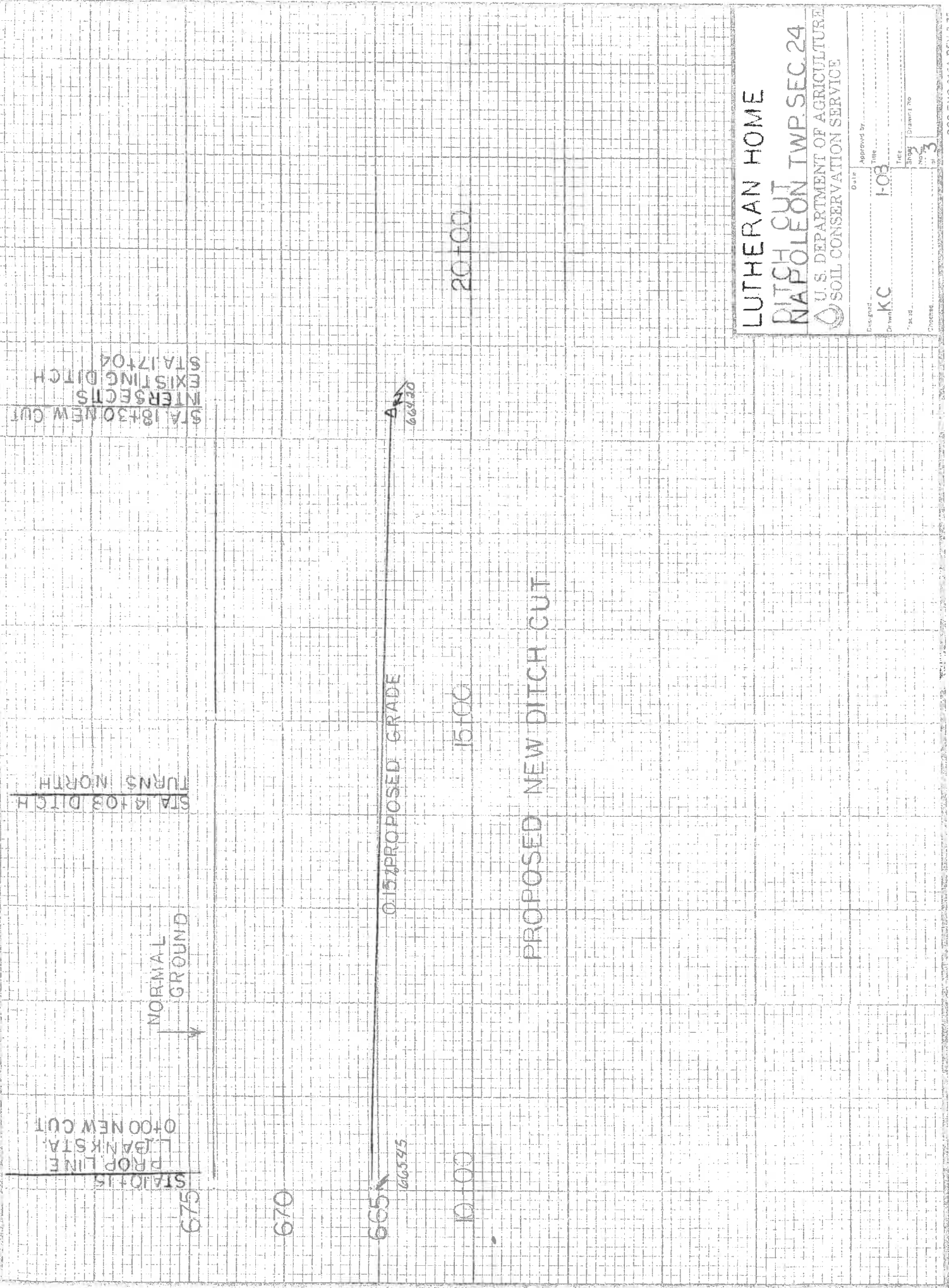
D

C

D

D

I



LUTHERAN HOME  
DITCH CUT  
NAPOLEON TWP. SEC. 24  
U. S. DEPARTMENT OF AGRICULTURE  
SOIL CONSERVATION SERVICE

Designed by	Approved by
Drawn by	Title
Checked	Date
1-KC	1-03
Sheet	Drawn by
No. 3	
of 3	

SO-ENG 315A REV B-75

COPY

**GENERAL WARRANTY DEED**

The Grantor, **Henry County Agricultural Society, Inc., an Ohio corporation**, for valuable consideration paid, grants in fee simple, with general warranty covenants, to the Grantee, **Lutheran Orphans and Old Folks Home Society at Napoleon, Inc., an Ohio corporation**, whose tax-mailing address is 1036 South Perry Street, Napoleon, Ohio 43545, the following-described real property:

(SEE EXHIBIT A, WHICH IS ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF FOR ALL PURPOSES, THE SAME AS IF FULLY REWRITTEN HEREIN.)

Subject to the following, if any: easements, restrictions and leases of record; zoning ordinances; legal highways; real estate taxes for the full year 2008, which shall be prorated between the parties to the date of delivery of this deed; assessments (including a sewer assessment), which the Grantee assumes and agrees to pay; and all liability for recoupment charges which may be or become a lien upon the conversion of real property devoted exclusively to agricultural use pursuant to the provisions of Section 5713.34 of the Ohio Revised Code and as later amended, which the Grantee assumes and agrees to pay.

(It is a further condition of this grant and conveyance that the Grantee shall not convey the above-described 0.895-acre parcel of real property, or any part thereof, without also simultaneously conveying to the same grantee the adjacent 9.623-acre parcel of real property, which is now owned by the Grantee, and more fully-described on Exhibit B (which is attached hereto and by reference made a part hereof for all purposes, the same as if fully rewritten herein.)

Prior instrument reference: Volume 250 at Page 179,  
Volume 250 at Page 181,  
Volume 250 at Page 183,  
Deed Records of Henry County, Ohio

The Grantor has caused this instrument to be executed on this \_\_\_\_ day of \_\_\_\_\_, 2008 by its duly authorized and undersigned officers.

**HENRY COUNTY AGRICULTURAL SOCIETY, INC., AN OHIO CORPORATION**

By: \_\_\_\_\_  
**John Poulson, President**

By: \_\_\_\_\_  
**Wayne Michaelis, Vice-President**



STATE OF OHIO,

COUNTY OF HENRY:

Be it remembered, that on this \_\_\_\_ day of \_\_\_\_\_, 2008, before me, a notary public in and for the State of Ohio, personally appeared the above-named **Henry County Agricultural Society, Inc., an Ohio corporation, by John Poulson, its President, and Wayne Michaelis, its Vice-President**, each of whom acknowledged that he did sign the same and that the same is his free act and deed as such officer and the free act and deed of the corporation.

In testimony whereof, I have hereunto subscribed my name and affixed my official seal at Napoleon, Ohio on the day and year aforesaid.

\_\_\_\_\_  
Notary Public -- State of Ohio

THIS INSTRUMENT PREPARED BY:

Michael J. Wesche  
Attorney at Law  
105 West Main Street  
Napoleon, Ohio 43545-1797  
Telephone: (419) 592-0010  
Facsimile: (419) 599-2873

EXHIBIT A

A parcel of land located in part of the Northeast Quarter (1/4) of Section 24, T5N, R6E, Napoleon Township, Henry County, Ohio, and more particularly described as follows:

Beginning at a point a distance of 303.00 feet N 0°02'00" W of the Southeast corner of the Northeast quarter (1/4) of said Section 24; thence S 89°27'45" W a distance of 649.72 feet to a point; thence N 0°02'00" W a distance of 60.00 feet to an iron pin; thence N 89°27'45" E along the south line of the Lutheran Home Addition a distance of 140.00 feet to an iron pin; thence continuing N 89°27'45" E along the south line of the Lutheran Home Addition Replat of Lot Numbered 3 (Slide 191, Record of Plats) a distance of 509.72 feet to an iron pin; thence S 0°02'00" E along the east line of the Northeast quarter (1/4) of said Section 24 a distance of 60.00 feet to an iron pin, said point being the point of beginning.

Containing 0.895 acre of land, more or less.

EXHIBIT B

A parcel of land located in part of the west half (1/2) of the Northwest quarter (1/4) of Section 19, T5N, R7E, Harrison Township, City of Napoleon, Henry County, Ohio, and more particularly described as follows:

Beginning at the southwest corner of the northwest quarter (1/4) of said Section 19; thence N 0°20'00" W along the west line of the Northwest quarter (1/4) of said Section a distance of 843.30 feet to an iron pin; thence N 89°14'55" E along the north line of William Street extended a distance of 495.12 feet to a point in Hog Creek; thence S 0°02'00" E a distance of 15.00 feet to an iron pin; thence continuing on said line a distance of 835.07 feet to an iron pin; thence N 89°58'05" W along the south line of the northwest quarter (1/4) of said Section a distance of 495.08 feet to a wood corner post, said point being the point of beginning.

Containing 9.623 acres of land, more or less.