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# EASEMENT

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**Know All Men By These Presents:** That, William J. Gerken, Jr. and Joann M. Gerken, husband and wife, whose tax mailing address is 1030 East Riverview Avenue, Napoleon, Ohio 43545, the Grantors, for and in consideration of the sum of Two Hundred Fifty and 00/100 (\$250.00) Dollars and other good and valuable consideration paid by the **City of Napoleon, Ohio**, a municipal corporation organized under the laws of Ohio, 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 perpetual alienable street, sidewalk and utility Easement to lay, install, construct, reconstruct, erect, use, repair, supplement, maintain, operate, and/or remove, at any time or times hereafter its streets, curbing and sidewalks and any of its Utilities that are now in existence or may be in the future, including but not limited to: electric, cable, telephone, telecommunications, water, sewer, and gas utilities. The aforementioned Utilities consist of one or more of its transmission or distribution lines, having a variable number of wires and pipes and all necessary or desirable appurtenances thereto (including but not limited to regulating transmission or distribution equipment, telephone and telegraph wires, fiber optic cables, props, guys and anchorages, conduits, cables, poles, towers, pedestals, and fixtures, all the aforementioned being both above and below ground, with the further right to permit the attachment of, and/or carry in above or underground conduit, wires, cables, pipes and other associated fixtures and other above and underground facilities of any other company with services and 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 Township of Liberty, City of Napoleon, County of Henry and State of Ohio, and described as:

A parcel of land located in the Northeast quarter (1/4) of Section 7, Town 5 North, Range 7 East, Liberty Township, City of Napoleon, Henry County, Ohio, and which is more particularly described as follows:

Commencing at an iron pin found at the intersection of the Southerly right-of-way of the Indiana Hi-Rail Railroad (former Norfolk and Western Railroad) and the North-South half (1/2) Section line of said Section 7;

thence North 44°21'15" East on and along the Southerly right-of-way of said Indiana Hi-Rail Railroad (former Norfolk and Western Railroad), eight hundred twenty-eight and ten hundredths (828.10) feet to a point;

thence continuing North 44°21'15" East on the Southerly right-of-way of the Indiana Hi-Rail Railroad (former Norfolk and Western Railroad), one hundred forty-five and zero hundredths (145.00) feet to an iron pin;

thence South 33°54'45" East on the Easterly line of the Grantors property herein (William J. Gerken & Joann M. Gerken, deed Volume 193, Page 778), two hundred seventy-two and seventeen hundredths (272.17) feet to the point of beginning of said easement; -----

thence South 33°54'45" East on said Grantors East property line, forty and zero hundredths (40.00) feet to a point on the Northerly right-of-way of State Route No. 424;

thence Southwesterly on and along the Northerly right-of-way of said State Route 424, fifteen and zero hundredths (15.00) feet to a point;

thence North 33°54'45" West, forty and zero hundredths (40.00) feet to a point;

thence Northeasterly and parallel with the Northerly right-of-way of State Route No. 424, fifteen and zero hundredths (15.00) feet to the point of beginning.

Containing 675.0 square feet (0.015 acres) of land, more or less.

(All bearings stated above are assumed for the purpose of this description.)

The Grantors claim title to the above described property by virtue of deed recorded in Deed/Official Record **Volume 193, Page 778**, 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 fences or other locations which will not interfere with any reasonable use the Grantors 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 Grantors, their heirs, executors, administrators, successors, and assigns, including but not limited to all damages to the remainder of the Grantors' real estate, that arise from or by reason of the laying, installation, construction, reconstruction, erection, use, operation, maintenance, supplementation, removal or inspection of said street, curbing, sidewalks and Utility(s) 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, except as otherwise provided herein, Grantee agrees to restore the grounds by seeding and leveling; further, any physical damage caused by the Grantee to Grantors' premises, after completion of the original construction known as the "PG&E 69 Line Build to Industrial Sub-Enterprise Drive Project", due to performing maintenance, inspection, reconstruction, supplementation, replacement, repair, and/or removal of said streets, curbing, sidewalks and Utility(s), shall be paid, repaired or restored by the Grantee, unless the same is part of an assessed project. 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 streets, sidewalks, curbing and Utility(s) without claim of damage to the trees or brush by the Grantors.

**To Have And To Hold** said Easement, together with all rights and privileges belonging thereto unto the Grantee and its 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, its successors and assigns forever. The provisions of this Easement will inure to the benefit of and bind the heirs and/or successors and assigns of the respective parties to it.

The Grantors hereby covenants that they are the true and lawful Owners of the above described real estate and have 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 Grantors will warrant and defend the title to the said easement against all lawful claims. The Grantors warrant that the above described property as subject of said easement does not contain hazardous materials as defined by federal and state statute or regulation.

**IN WITNESS WHEREOF:** William J. Gerken, Jr. and Joann M. Gerken, husband and wife, the Grantors, have executed this Perpetual Easement this 2 day of May, 2001.

Signed and acknowledged in the presence of:

Roxanne Dietrich  
John Williams

William J. Gerken, Jr.  
William J. Gerken, Jr.

Roxanne Dietrich

Joann M. Gerken  
Joann M. Gerken

John Williams

STATE OF Ohio }

COUNTY OF Henry }

SS:

Before me a Notary Public in and for said County, personally appeared the above named William J. Gerken, Jr., the Grantor, who acknowledged that 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 2 day of May, 2001.

(seal)

Roxanne Dietrich  
Notary Public

STATE OF Ohio }

COUNTY OF Henry }

SS:

ROXANNE DIETRICH, NOTARY PUBLIC  
In and for the State of Ohio  
My Commission Expires June 23, 2002

Before me a Notary Public in and for said County, personally appeared the above named Joann M. Gerken, the Grantor, who acknowledged that she did sign the foregoing instrument and that the same is her free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 2 day of May, 2001.

(seal)

Roxanne Dietrich  
Notary Public

ROXANNE DIETRICH, NOTARY PUBLIC  
In and for the State of Ohio  
My Commission Expires June 23, 2002

OR OR OR

Accepted by:

Jon A. Bisher  
Jon A. Bisher, City Manager

2 MAY 01  
Date

***This Instrument Prepared  
and  
Approved By:***

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

***Easement Description  
Provided And Verified By:***  
*Paul J. Westhoven  
Registered Surveyor #5602*

C:\Roxanne\work\wordpro\EASEMENTGERKENPermMarch 13, 2001

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## *Interoffice Memorandum*

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*To: Linda Helmke, Records Clerk*  
*From: Roxanne Dietrich, Admin. Asst. rd*  
*Subject: Easements (William J. Gerken, Jr. & Joann M. Gerken and Glenn N. & Patricia L. Hartman)*  
*Date: 7/10/2001*  
*cc: ✓ David M. Grahn, City Law Director*

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Enclosed are two (2) easements to be recorded. Please return a recorded copy of each easement to me.

Thank-you.

rd  
Enclosures

July 10, 2001

Records Retention CMS 1 yr