
EASEMENT

Know All Men By These Presents: That, Glenn N. Hartman and Patricia L. Hartman, husband and wife, whose tax mailing address is 968 East Riverview Avenue, Napoleon, Ohio 43545, the Grantor, 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 utility Easement to lay, install, construct, reconstruct, erect, use, repair, supplement, maintain, operate, and/or remove, at any time or times hereafter, its Utilities that are now in existence or may be in the future limited to: electric, cable, telephone and telecommunications. The aforementioned Utilities consist of one or more of its transmission or distribution lines, having a variable number of wires and poles 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 (assumed bearing for the purposes of this description) along the Southerly right-of-way of said Railroad, three hundred twenty and twenty hundredths (320.20) feet to an iron pipe found and the point of beginning; -----

thence South 37°13'15" East on the Westerly property line of the Grantors herein (Deed Volume 59, Page 391), two hundred nine and forty-two hundredths (209.42) feet to an iron pipe on the Northerly right-of-way of State Route #424;

thence North 44°30'15" East on and along the said Northerly right-of-way of State Route No. 424, ten and zero hundredths (10.00) feet to a point;

thence North 37°13'15" West and parallel with the Westerly property line of said Grantors herein, two hundred nine and forty-five hundredths (209.45) feet to a point on the Southerly right-of-way of Indiana Hi-Rail Railroad;

thence South 44°21'15" West along the Southerly right-of-way of said Railroad, ten and zero hundredths (10.00) feet to the point of beginning.

Containing 2,073 square feet (0.047 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 59, Page 391**, 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 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. Any physical damage caused by the Grantee to Grantors' premises due to performing maintenance, inspection, reconstruction, supplementation, replacement, repair, and/or removal of said 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 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: Glenn N. Hartman and Patricia L. Hartman, husband and wife, the Grantors, have executed this Perpetual Easement this 5th day of July, 2001.

Signed and acknowledged in the presence of:

Sheryl S. Ratzke
Karen L. McCarthy
Sheryl S. Ratzke
Karen L. McCarthy

Glenn N. Hartman
Glenn N. Hartman

Patricia L. Hartman
Patricia L. Hartman

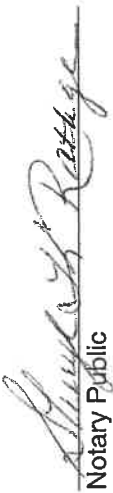
STATE OF Ohio
COUNTY OF Deerburg

ss:

Before me a Notary Public in and for said County, personally appeared the above named Glenn N. Hartman, 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 6th day of July, 2001.

(seal)


Notary Public
SHERYL K. RATHGE
NOTARY PUBLIC, STATE OF OHIO
COMMISSION EXPIRES OCTOBER 16, 2001


STATE OF Ohio
COUNTY OF Deerburg

ss:


Before me a Notary Public in and for said County, personally appeared the above named Patricia L. Hartman, 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 6th day of July, 2001.

(seal)


Notary Public
SHERYL K. RATHGE
NOTARY PUBLIC, STATE OF OHIO
COMMISSION EXPIRES OCTOBER 16, 2001

Accepted by:


Jon A. Bisher, City Manager

6 Jul 01
Date

***This Instrument Prepared
and***

Approved By:

*David M. Grahm
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*

***Easement Description Verified by:
Joseph R. Kleiner, P.E., Napoleon City Engineer***

EASEMENT

Know All Men By These Presents: That, Glenn N. Hartman and Patricia L. Hartman, husband and wife, whose tax mailing address is 968 East Riverview Avenue, Napoleon, 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 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 in the easterly half of Section Seven (7), Town Five (5) North, Range Seven (7) East, more particularly described as follows:

Commencing at a point on the north and south half section line of said Section Seven (7) and its intersection with the southerly right-of-way line of the Norfolk and Western Railroad, formerly the Wabash Railroad; thence North forty-four (44) degrees, twelve (12) minutes, fifteen (15) seconds East along the said southerly right-of-way line a distance of three hundred twenty and twenty hundredths (320.20) feet to an iron pipe, said point being the place of beginning, thence South thirty-seven (37) degrees, thirteen (13) minutes, fifteen (15) seconds East a distance of two hundred nine and forty-two hundredths (209.42) feet to an iron pipe; thence continuing South thirty-seven (37) degrees, thirteen (13) minutes, fifteen (15) seconds East a distance of forty-one and ninety-two hundredths (41.92) feet to a point on the centerline of Ohio State Route 424, formerly U.S. Route No. 24; thence in a northeasterly direction along the centerline of said Ohio State Route 424, formerly U.S. Route No. 24, on a curve of five thousand seven hundred twenty-nine and fifty-eight hundredths (5,729.58) foot radius a distance of one hundred and eight hundredths (100.08) feet to a point; thence north thirty-seven (37) degrees, thirteen (13) minutes, fifteen (15) seconds West a distance of forty-three and forty-eight hundredths (43.48) feet to an iron pipe; thence continuing North thirty-seven (37) degrees, thirteen (13) minutes, fifteen (15) seconds West a distance of two hundred nineteen and nine tenths (219.9) feet to an iron pipe, said point being on the southerly right-of-way line of the Norfolk and Western Railroad, formerly the Wabash Railroad; thence South forty-four (44) degrees, twenty-one (21) minutes, fifteen (15) seconds West along said right-of-way line a distance of one hundred one and nine hundredths (101.09) feet to the place of beginning, containing fifty-nine hundredths (0.59) acre of land, but subject to all easements, restrictions and leases of record, zoning ordinances, if any, and all legal highways.

(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 59, Page 391, 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: Glenn N. Hartman and Patricia L. Hartman, husband and wife, the Grantors, have executed this Perpetual Easement this ____ day of _____, 2000.

Signed and acknowledged in the presence of:

Glenn N. Hartman

Patricia L. Hartman

STATE OF _____ }
COUNTY OF _____ }

ss:

Before me a Notary Public in and for said County, personally appeared the above named Glenn N. Hartman, 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 ____ day of _____, 2000.

(seal)

Notary Public

STATE OF _____ }
COUNTY OF _____ }

ss:

Before me a Notary Public in and for said County, personally appeared the above named Patricia L. Hartman, 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 ____ day of _____, 2000.

(seal)

Notary Public

☪ ☪ ☪

Accepted by:

Jon A. Bisher, City Manager _____
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:\lotus\work\wordpro\EASEMENT\HARTMAN\Farm-2June 13, 2000

Date 5-22-2000 Name Glenn N. Hartman & Patricia S. Hartman
RE Location Parcel NE 1/4 Section 7, Liberty Twp, City of Napoleon, Ohio
Vol. 59 Page 391 Glenn N. Hartman AKA Glenn W. Hartman & Patricia S. Hartman Grantor A

Instrument TO Glenn N. Hartman & Patricia S. Hartman H & W Grantee A
WD Description 0.59 acre parcel E 1/2 Section 7 Liberty Twp

Signed 7-20-1999 Filed 10-18-99 at 2:53 P. M. Recorded 10-8-1999

Vol. 216 Page 553 Violet Richard, dec'd by Type Sonnenberg Executor Grantor ---
Instrument TO Glenn W. Hartman Grantee ---

Exec. Deed Description 0.59 acre parcel E 1/2 Section 7 Liberty Twp

Signed 10-16-1978 Filed 10-16-78 at 2:07 P. M. Recorded 10-20-78

Vol. 194 Page 419 Elmo E. Richard, deceased Grantor ---
Instrument TO Violet Richard Grantee ---

Cent. Trans. Description and 1/2 interest 0.59 acre parcel E 1/2 Section 7 Liberty Twp.
Signed 2-16-1970 Filed 2-20--70 at 9:20 A. M. Recorded 2-20--70

Vol. 173 Page 271 Lawrence E. Hoeffel & Mary Rose Hoeffel H & W Grantor A
Instrument TO Elmo Richard & Violet Richard Grantee A

WD Description 0.59 acre parcel E 1/2 Section 7 Liberty Twp.
Signed 6-6-1960 Filed 6-6-60 at 9:50 A. M. Recorded 6-6-60

Vol. --- Page --- Grantor ---
Instrument TO --- Grantee ---
Description ---

Signed --- Filed --- M. Recorded ---

Instrument Volume Page
199900005952 OR 59 391

199900005952
Filed for Record in
HENRY COUNTY OHIO
ARLENE A WALLACE

On 10-08-1999 At 02:53 PM.

WARRANTY DEED OR Volume 59 Page 391 - 392

199900005952
PEPER LAW OFFICE
PICK UP

Glenn N. Hartman, also known as Glenn W. Hartman, and Patricia L. Hartman, husband and wife, for valuable consideration paid, GRANT with general warranty covenants, to Glenn N. Hartman and Patricia L. Hartman, husband and wife, for their joint lives, remainder to the survivor of them, whose tax mailing address is 968 East Riverview, Napoleon, OH 43545, the following real property:

APPROVED

Record Dept. By: *MF* Date: *10/8/99*

Situated in the City of Napoleon, Township of Liberty, County of Henry and State of Ohio and known as:

A parcel of land in the easterly half of Section Seven (7), Town Five (5) North, Range Seven (7) East, more particularly described as follows:
Commencing at a point on the north and south half section line of said Section Seven (7) and its intersection with the southerly right-of-way line of the Norfolk and Western Railroad, formerly the Wabash Railroad; thence North forty-four (44) degrees, twelve (12) minutes, fifteen (15) seconds East along the said southerly right-of-way line a distance of three hundred twenty and twenty hundredths (320.20) feet to an iron pipe, said point being the place of beginning, thence South thirty-seven (37) degrees, thirteen (13) minutes, fifteen (15) seconds East a distance of two hundred nine and forty-two hundredths (209.42) feet to an iron pipe; thence continuing South thirty-seven (37) degrees, thirteen (13) minutes, fifteen (15) second East a distance of forty-one and ninety-two hundredths feet to a point on the centerline of Ohio State Route 424, formerly U. S. Route No. 24; thence in a northeasterly direction along the centerline of said Ohio State Route 424, formerly U. S. Route No. 24, on a curve of five thousand seven hundred twenty-nine and fifty-eight hundredths (5,729.58) foot radius a distance of one hundred and eight hundredths (100.08) feet to a point; thence north thirty-seven (37) degrees, thirteen (13) minutes, fifteen (15) seconds West a distance of forty-three and forty-eight hundredths (43.48) feet to an iron pipe; thence continuing North thirty-seven (37) degrees, thirteen (13) minutes, fifteen (15) seconds West a distance of two hundred nineteen and nine tenths (219.90) feet to an iron pipe, said point being on the southerly right-of-way line of the Norfolk and Western Railroad, formerly the Wabash Railroad; thence South forty-four (44) degrees, twenty-one (21) minutes, fifteen (15) seconds West along said right-of-way line a distance of one hundred one and nine hundredths (101.09) feet to the place of beginning, containing fifty-nine hundredths (0.59) acre of land, but subject to all easements, restrictions and leases of record, zoning ordinances, if any, and all legal highways.

Permanent Parcel No. 28-070038 0000.

City of Napoleon

City of Napoleon
255 West Riverview Avenue
P.O. Box 151
Napoleon, Ohio 43545

Phone: (419) 592-4010
FAX: (419) 599-8393
email:

Memorandum

To: *Jerome Monaco, Electric Dist. Supt.*
From: *Brent N. Damman, Planning/Zoning
Administrator*
cc: *David M. Grahn, Law Director*
Date: *Thursday, June 15, 2000*
Subject: *PG&E 69 Line Build Industrial Sub
Enterprise Drive*

Attached are two (2) easements for the referenced project. Please proceed to have these easements executed and notarized. The executed easements are to be returned to the Law Director's office to be recorded. Thank-you.

BND:rd
Attachment
C:\lotus\work\wordpro\ELECTRIC\MEMOSEND\Esmt