

Permanent Easement For Utility Purposes

KNOW ALL MEN BY THESE PRESENTS: That we, *Marilyn A. Warnimont, Charles J. Miller, and Mary Lou Taylor*, the *Grantors*, 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, the Grantee*, the receipt and sufficiency of which is hereby acknowledged, do hereby **GRANT, BARGAIN, SELL, CONVEY and RELEASE** to the Grantee, its successors and assigns forever, a Permanent Easement and Right-of-Way for Utility Purposes, together with the right to erect, construct, and install and thereafter use, operate, inspect, repair, maintain, replace and remove said utilities, together with all appurtenances thereto, over, through and across a portion of the following described real estate situated in the County of Henry and State of Ohio, to wit:

A parcel of land being situated in the City of Napoleon, County of Henry and State of Ohio and Known as Lot Number 84 in the Majestic Heights Addition to the City of Napoleon, as shown by the plat thereof on file in the Recorder's Office of Henry County, Ohio, to which reference is hereby made.

A five (5) foot Permanent Easement of even width being the easterly five (5) feet of said Lot Number 84, containing 0.017 acres of land, more or less.

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

The consideration recited herein shall constitute full and final payment for all damages sustained and/or claimed by the Grantor, its heirs, executors, administrators, successors, 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 erection, construction, installation, use, operation, inspection, repair, maintenance, replacement and/or removal of utilities 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, the Grantee shall restore the Grantor's yards, lawns, crops, fences, tiling and sidewalks 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.

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 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, except the following:

1116 Sycamore

IN WITNESS WHEREOF: Marilyn Warnimont, Charles J. Miller and Mary Lou Taylor, the Grantors, have executed this Permanent Easement for Utility Purposes this 18 day of September, 1996.

Signed and acknowledged in the presence of:

<u>Burt N. Danman</u> Burt N. Danman	<u>Marilyn A. Warnimont</u> Marilyn A. Warnimont
<u>Melinda Shaver</u> Melinda Shaver	<u>Charles J. Miller 9-19-96</u> Charles J. Miller
<u>Mary Lou Taylor</u> Mary Lou Taylor	<u>Mary Lou Taylor M.G.W. P.O.A.</u> Mary Lou Taylor

STATE OF OHIO }
COUNTY OF Ferry } ss:

Before me a Notary Public in and for said County, personally appeared the above named Marilyn Warnimont, Charles J. Miller, and Mary Lou Taylor, the Grantors, who acknowledged that they did sign the foregoing instrument and that same is their free act and deed.

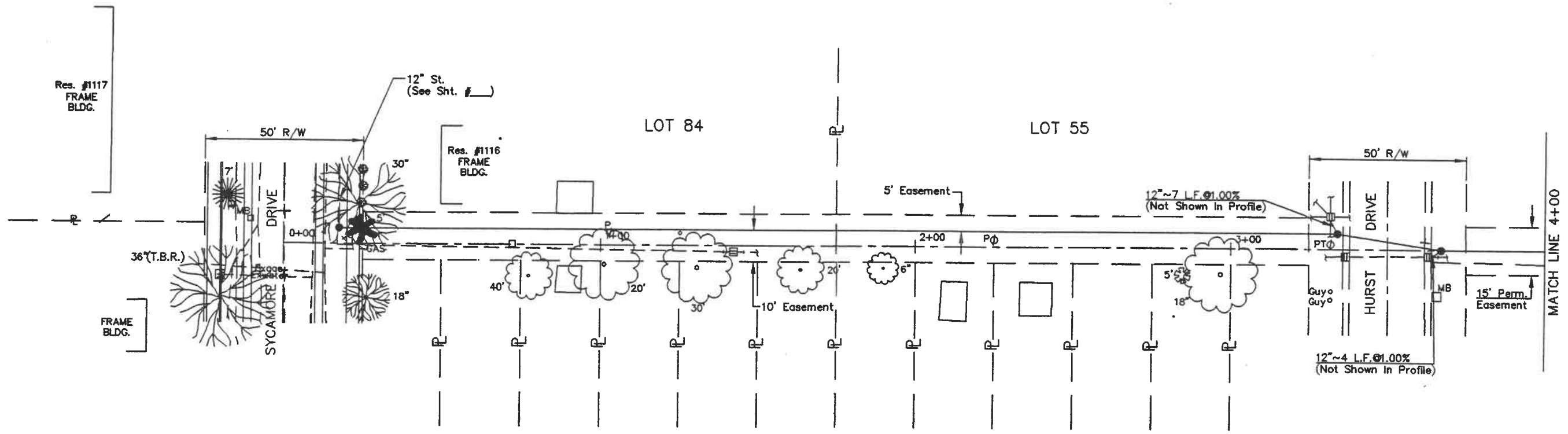
IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 18 day of September, 1996.

(seal)

Melinda Shaver
Notary Public
MELINDA SHAVER
Notary Public, State of Ohio
My Commission Expires: 4-9-97

This Instrument Prepared By:
City of Napoleon
Engineering Department

Ted Rohrs
TED ROHRS
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES OCT. 29, 1996



SYCAMORE DRIVE EASEMENT



SHEET OF	DATE: 7/1/98	SCALE: NTS	TITLE: SYCAMORE DRIVE IMPROVEMENTS
	DRAWN BY: M.B.S.	FROM FILE NO.	1995 UNIMPROVED STREETS PROJECT
	APPROVED BY: A.C.H.	FILE NO.	CITY OF NAPOLEON
DRAWING & PLOTTING BY: M.B.S.			
CITY OF NAPOLEON ENGINEERING DEPARTMENT PO BOX 151 / 255 W. RIVERVIEW AVE. NAPOLEON, OHIO 43545 PHONE NO. (419) 592-0010 FAX NO. (419) 598-0393			
PLANS PREPARED BY CITY OF NAPOLEON, ENGINEERING DEPT., ADAM C. HOFF, P.E. CITY ENGINEER			
No.	Date	Revision	CH. B.

Permanent Easement For Utility Purposes

KNOW ALL MEN BY THESE PRESENTS: That we, *Marilyn A. Warnimont, Charles J. Miller, and Mary Lou Taylor*, the *Grantors*, 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, the Grantee*, the receipt and sufficiency of which is hereby acknowledged, do hereby **GRANT, BARGAIN, SELL, CONVEY and RELEASE** to the Grantee, its successors and assigns forever, a Permanent Easement and Right-of-Way for Utility Purposes, together with the right to erect, construct, and install and thereafter use, operate, inspect, repair, maintain, replace and remove said utilities, together with all appurtenances thereto, over, through and across a portion of the following described real estate situated in the County of Henry and State of Ohio, to wit:

A parcel of land being situated in the City of Napoleon, County of Henry and State of Ohio and known as Lot Number 55 in the Majestic Heights Addition to the City of Napoleon, as shown by the plat thereof on file in the Recorder's Office of Henry County, Ohio, to which reference is hereby made.

A five (5) foot permanent easement of even width being the easterly five (5) feet of said Lot Number 55, containing 0.017 acres of land more or less.

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

The consideration recited herein shall constitute full and final payment for all damages sustained and/or claimed by the Grantor, its heirs, executors, administrators, successors, 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 erection, construction, installation, use, operation, inspection, repair, maintenance, replacement and/or removal of utilities 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, the Grantee shall restore the Grantor's yards, lawns, crops, fences, tiling and sidewalks 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.

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 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, except the following:

IN WITNESS WHEREOF: Marilyn Warnimont, Charles J. Miller and Mary Lou Taylor, the Grantors, have executed this Permanent Easement for Utility Purposes this 18 day of September, 1996.

Signed and acknowledged in the presence of:

<u>[Signature]</u> Marilyn A. Warnimont	<u>[Signature]</u> Marilyn A. Warnimont
<u>[Signature]</u> Charles J. Miller	<u>[Signature]</u> 9-19-96 Charles J. Miller
<u>[Signature]</u> Mary Lou Taylor	<u>[Signature]</u> Mary Lou Taylor N. G.W. P.O.-A.

STATE OF OHIO }
COUNTY OF Henry } ss:

Before me a Notary Public in and for said County, personally appeared the above named Marilyn Warnimont, Charles J. Miller, and Mary Lou Taylor, the Grantors, who acknowledged that they did sign the foregoing instrument and that same is their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 18 day of September, 1996.

(seal)

[Signature]
Notary Public

MELYNDA SHAVER
Notary Public, State of Ohio
My Commission Expires: 4-9-99

This Instrument Prepared By:
City of Napoleon
Engineering Department

[Signature]
TED ROHRS
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES OCT. 29, 1996