

PERPETUAL UTILITY EASEMENT

Know All Men By These Presents: That John A. Kline and Mary Jane Kline, husband and wife, whose tax mailing address is 224 Sycamore Drive, Napoleon, Ohio, 43545, 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, 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 perpetual alienable Utility Easement with the right to lay, install, construct, reconstruct, erect, repair, supplement, maintain, operate, and/or remove, at any time or times hereafter, its storm sewer system, including but not limited to storm sewers pipes, conduits, fixtures, surface monuments, and manholes associated therewith, and appurtenances thereto, as it deems necessary, 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:

Being part of the Northwest Quarter (1/4/) of Section 23, Napoleon Township, City of Napoleon,, Henry County, Ohio, more particularly described as follows:

Commencing at a point being the intersection of the centerline of Jahns Road with the centerline of Sycamore Drive; thence North 51°52' West and along the centerline of said Jahns Road, a distance of five hundred, two and sixty-eight hundredths (502.68) feet to an iron pin; thence, South 38°08' West and perpendicular to said centerline of Jahns Road, a distance of one hundred, forty-nine and eighty-six hundredths (149.86) feet to a point; thence, continuing South 38°08' West, a distance of one hundred, twenty-five and zero hundredths (125.00) feet to a point; thence, South 51°52' East and parallel to said centerline of Jahns Road, a distance of one hundred and zero hundredths (100.00) feet to a point being the Westerly terminus of the Northerly right-of-way of Sycamore Drive; thence, South 38°08' West along the Westerly line of said right-of-way of Sycamore Drive, a distance of twenty-five and zero hundredths (25.00) feet to a point being the Westerly terminus of the centerline of said right-of-way of Sycamore Drive and the POINT OF BEGINNING; thence, continuing South 38°08' West and along said Westerly line of the right-of-way of Sycamore Drive, a distance of twenty-five and zero hundredths (25.00) feet to a point being the Westerly terminus of the Southerly line of said right-of-way of Sycamore Drive; thence, North 51°52' West along the Southerly line of said right-of-way of Sycamore Drive extended, a distance of one hundred, eighty-one and thirty-eight hundredths (181.38) feet to a point on the Southeasterly line of the Cripple Creek Subdivision; thence, North 30°41' East and along said Southeasterly line of the Cripple Creek Subdivision, a distance of twenty-five and twenty-one hundredths (25.21) feet to a point; thence, South 51°52' East, a distance of one hundred, eighty-four and sixty-five hundredths (184.65) feet to the POINT OF BEGINNING and containing 0.105 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/Offical Record Volume 217, Page 332 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 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, installing, construction, reconstruction, erection, repairing, supplementing, maintenance, operation, inspection, replacement and/or removal of said storm sewer

200000008493
Filed for Record in
HENRY COUNTY OHIO
ARLENE A WALLACE
On 03-09-2000 At 02:19 pm.
EASEMENT 18.00
OR Volume 66 Page 843 - 845

system 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 Grantors' 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 Grantors will make of the land.

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).

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 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 successors and assigns of the respective parties to it.

The Grantors hereby covenant 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.

IN WITNESS WHEREOF: John A. Kline and Mary Jane Kline, husband and wife, the Grantors, have executed this Perpetual Utility Easement this 4th day of March, 2000.

Signed and acknowledged in the presence of:

[Signature]
[Signature]
[Signature]
[Signature]

[Signature]
John A. Kline

[Signature]
Mary Jane Kline

200000008493
CITY OF NAPOLEON
SHERYL 592-3503

STATE OF Ohio }
COUNTY OF Henry }

ss:

Before me a Notary Public in and for said County, personally appeared the above named John A. Kline and Mary Jane Kline, the Grantors, who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 4 day of MARCH, 2000.

(seal)



Accepted by:

Dr. Jon A. Bisher
Dr. Jon A. Bisher, City Manager

Craig Wilson
Notary Public
CRAIG A. WILSON, Notary Public
In and for the State of Ohio
My Commission Expires Nov. 9, 2003

6 MAR 00
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:***

Adam C. Hoff, P.E. - City Engineer

March 3, 2000

Adam Hoff
City Engineer
255 Riverview Ave.
Napoleon, OH 43545

Re: John Kline and Mary Jane Kline
Perpetual Utility Easement

Dear Adam:

I have completed ownership chain of title for the John Kline and Mary Jane Kline real property. The chain of title looks good.

I have enclosed the copy of the chain of title for the Kline perpetual utility easement and a bill for my services.

If you have any questions please call me.

Jenny Parker
1005 Westchester
Napoleon, OH 43545
599-3674

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Being part of the Northwest Quarter (1/4) of Section 23, Napoleon Township, City of Napoleon,, Henry County, Ohio, more particularly described as follows:

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(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 217, Page 332** 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 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, installing, construction, reconstruction, erection, repairing, supplementing, maintenance, operation, inspection, replacement and/or removal of said storm sewer

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ARLENE A WALLACE
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EASEMENT 18.00
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The Grantors hereby covenant 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.

IN WITNESS WHEREOF: John A. Kline and Mary Jane Kline, husband and wife, the Grantors, have executed this Perpetual Utility Easement this 4th day of March, 2000.

Signed and acknowledged in the presence of:

[Signature]
[Signature]
[Signature]
[Signature]

[Signature]
John A. Kline

[Signature]
Mary Jane Kline

20000008493
CITY OF NAPOLEON
SHERYL 592-3503

STATE OF Ohio }
COUNTY OF Henry }

ss:

Before me a Notary Public in and for said County, personally appeared the above named John A. Kline and Mary Jane Kline, the Grantors, who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 4 day of MARCH, 2000.

(seal)

Craig Wilson

Notary Public
CRAIG A. WILSON, Notary Public
In and for the State of Ohio
My Commission Expires Nov. 9, 2003

Accepted by:

Dr. Jon A. Bisher
Dr. Jon A. Bisher, City Manager

6 MAR 00
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:***

Adam C. Hoff, P.E. - City Engineer

Date March 1, 1900 Name John A. Kline & Mary Jane Kline Grantor A
RE Location NW 1/4 Section 23 Napoleon Twp, H & Blue Grantee A
Vol. 217 Page 332 Herman C. Shekew & Martha Shekew H & W

Instrument TO John A. Kline and Mary Jane Kline Grantor A
WD Description 0.487 acre in NW 1/4 Section 23 Napoleon Twp

Signed 1-29-1979 Filed 2-20-79 at 2:45 PM Recorded 2-23-79

Vol. 159 Page 258 Herman C. Shekew Grantor
Instrument TO The State of Ohio Grantee
Easement Description Perpetual Easement for highway purposes

Signed 9-28-1953 Filed 3-16-54 at 11:14 A. M. Recorded 3-18-54

Vol. 159 Page 168 Herman C. Shekew Grantor
Instrument TO Ohio Gas Co. of Bryan Ohio Grantee
Easement Description Perpetual easements for transportation of gas
over & through 9.79 ac NW 1/4 Sec 23 Napoleon Twp of November, 195 * conveys easements
Signed 11-2-1953 Filed 11-19-53 at 10:41 A. M. Recorded 11-19-53

Vol. 159 Page 167 Herman C. Shekew Grantor

Instrument TO Ohio Gas Co. of Bryan Ohio Grantee
Easement Description perpetual easement for transportation of gas over
through 9.79 ac NW 1/4 Sec 23 Napoleon Twp
Signed 11-9-1953 Filed 11-9-53 at 1:56 P. M. Recorded 11-9-53

Vol. 146 Page 146 Dorothy Ellen Sheikley & Ruth M. Eberwine Grantor
Instrument TO Herman C. Shekew Grantee

WD Description 9.79 acres at intersection of John's Road & US Rt. 24
Signed 2-28-1952 Filed 2-28-52 at 3:50 P. M. Recorded 2-29-52

* dower released by C. J. Sheikley, husband of Dorothy Ellen Sheikley
and dower released by Geo Eberwine, husband of Ruth M. Eberwine

WARRANTY DEED

Know all Men by these Presents

THAT, We, Herman C. Gerken and Martha Gerken, husband and wife

, the Grantors
 who claim title by or through instrument , recorded in Volume 161 , Page 146,

of the Record of Deeds of Henry County, Ohio, for the consideration of One Dollar and Other
 Valuable Considerations to us paid by John A. Kline and Mary Jane Kline,

, the Grantees ,
 whose Tax Mailing Address will be 224 Sycamore Lane, Napoleon, Ohio 43545
 , the receipt whereof is hereby acknowl-
 edged, do hereby Give, Grant, Bargain, Sell and Convey to the said Grantees,

their heirs and assigns, forever, the real estate described as follows:

Situated in the City of Napoleon, County of Henry and

State of Ohio and known as:

A parcel of land being situated in the Northwest quarter ($\frac{1}{4}$) of Section 23, Town 5 North, Range 6 East, Napoleon Township, City of Napoleon, Henry County, Ohio, and which is more particularly described as follows:

Commencing at the intersection of the centerline of Jahns Road (so called) with the centerline of Sycamore Drive; thence North 51° - 52' West on the centerline of said Jahns Road a distance of 502.68 feet to an iron bolt; thence leaving the centerline of said road and bearing South 38° - 08' West a distance of 149.86 feet to a point and the place of beginning of the parcel of land hereby conveyed; thence South 38° - 08' West a distance of 125 feet to a point; thence South 51° - 52' East a distance of 100 feet to a point; thence South 38° - 08' West a distance of 50 feet to a point; thence North 51° - 52' West a distance of 181.38 feet to a point on the Westerly property line of the grantors herein; thence North 30° - 41' East on the said Westerly property line of the grantors herein a distance of 176.49 feet to a point; thence South 51° - 52' East a distance of 104.26 feet to the place of beginning of the parcel of land hereby conveyed.

Containing 0.487 acres of land more or less.

It is hereby provided and agreed by the grantees herein and binding on his or her heirs and successors, that the Northerly 12 feet of the said above described parcel shall be reserved for and subject to the installation, maintenance and repair of public utilities and sewers.

but subject to all easements and leases of record, zoning ordinances, restrictions, if any, and all legal highways.

To Have and to Hold said premises, with all the privileges and appurtenances thereunto belonging, unto the said Grantees , John A. Kline and Mary Jane Kline,

their heirs and assigns, forever.

And We, the said Grantor s , for ourselves and our heirs, executors and administrators, do hereby covenant with the said Grantee s , their heirs and assigns, that we are lawfully seized of the premises aforesaid as a good and indefeasible estate in fee simple, and have good right to bargain and sell the same in the manner and form as above written; that the title so conveyed is clear, free and unincumbered

and that we will forever Warrant and Defend the same unto the said Grantee s , their heirs and assigns, against all lawful claims whatsoever, except as hereinaabove mentioned.

In Witness Whereof, We, the said Grantors, hereunto set our hands this day of January 29, 1979

Signed and acknowledged in presence of

Mark W. Herb
Clair D. Fay

Herman C. Gerken
Martha Gerken

INDIANA }
The State of ~~Indiana~~ } s s.
Allen ~~Marion~~ County,

Be it Remembered, That on this 29 day of Jan. Indiana, 1979, Before me, the subscriber, A Notary Public in and for said County, State of ~~Indiana~~ personally came the above named Herman C. Gerken and Martha Gerken, husband and wife,

the Grantors in the foregoing instrument, who acknowledged that they did sign the same, and that the same is their free act and deed.

In Testimony Whereof, I have hereunto subscribed my name and affixed my official seal, at Ft. Wayne, Indiana ~~Ohio~~ on the day and year aforesaid.

Clair D. Fay
Notary Public in and for ~~Indiana~~ Allen County, Indiana.
CLAIR D. FAY
Notary Public, Allen County, Ind.
My Comm. Expires February 20, 198

This Instrument Was Prepared By:
Edmund G. Peper
Attorney At Law
Napoleon, Ohio 43545

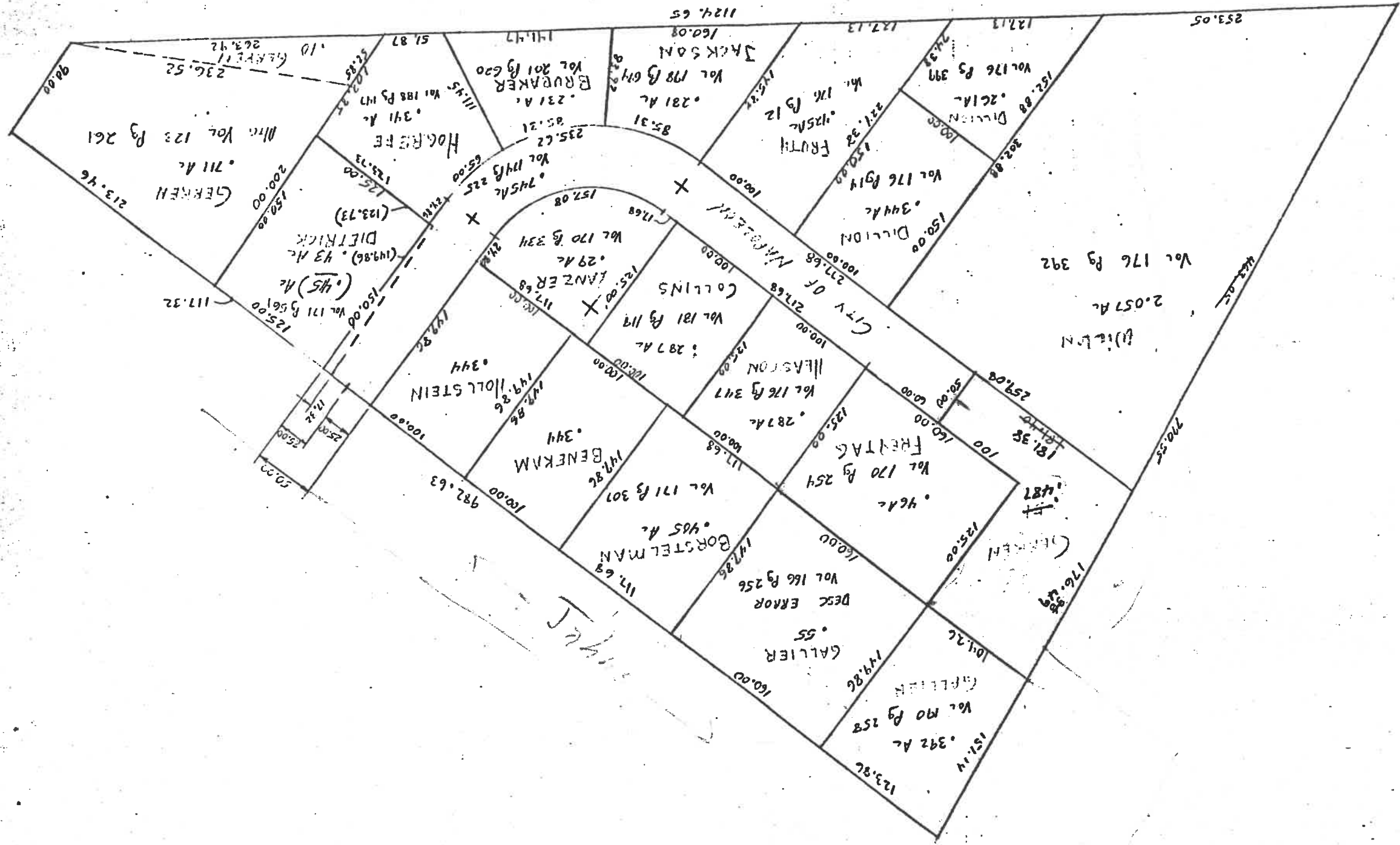
Transferred \$ 700
FEB 20 1979
William J. Ahrns
Auditor
Henry County, Ohio

71604
RECEIVED FOR RECORD
This 20 day of Feb 1979
at 12:45 o'clock P. M. and
Recorded Feb 23 1979
Deed Record
Volume 217 Page 332

This Conveyance has been examined and the Grantor has complied with Section 319.202 of the Revised Code.
FEE \$ 1.00
EXEMPT
WILLIAM J. AHRNS, County Auditor

Marion Fitzgibbon
Recorder, Henry County, Ohio
Henry County Bar Association Form - 9-1-71

11-1-11
Dated - - - - -
CERTAIN 23 NAPOLEON CORP



11-1-11
Dated - - - - -
CERTAIN 23 NAPOLEON CORP

