

W. Washington

DATE: _____
INSTALLED BY: KERN HVAC, PLUMBING
INSPECTED BY: MARY CROSSLAND
1"=20'

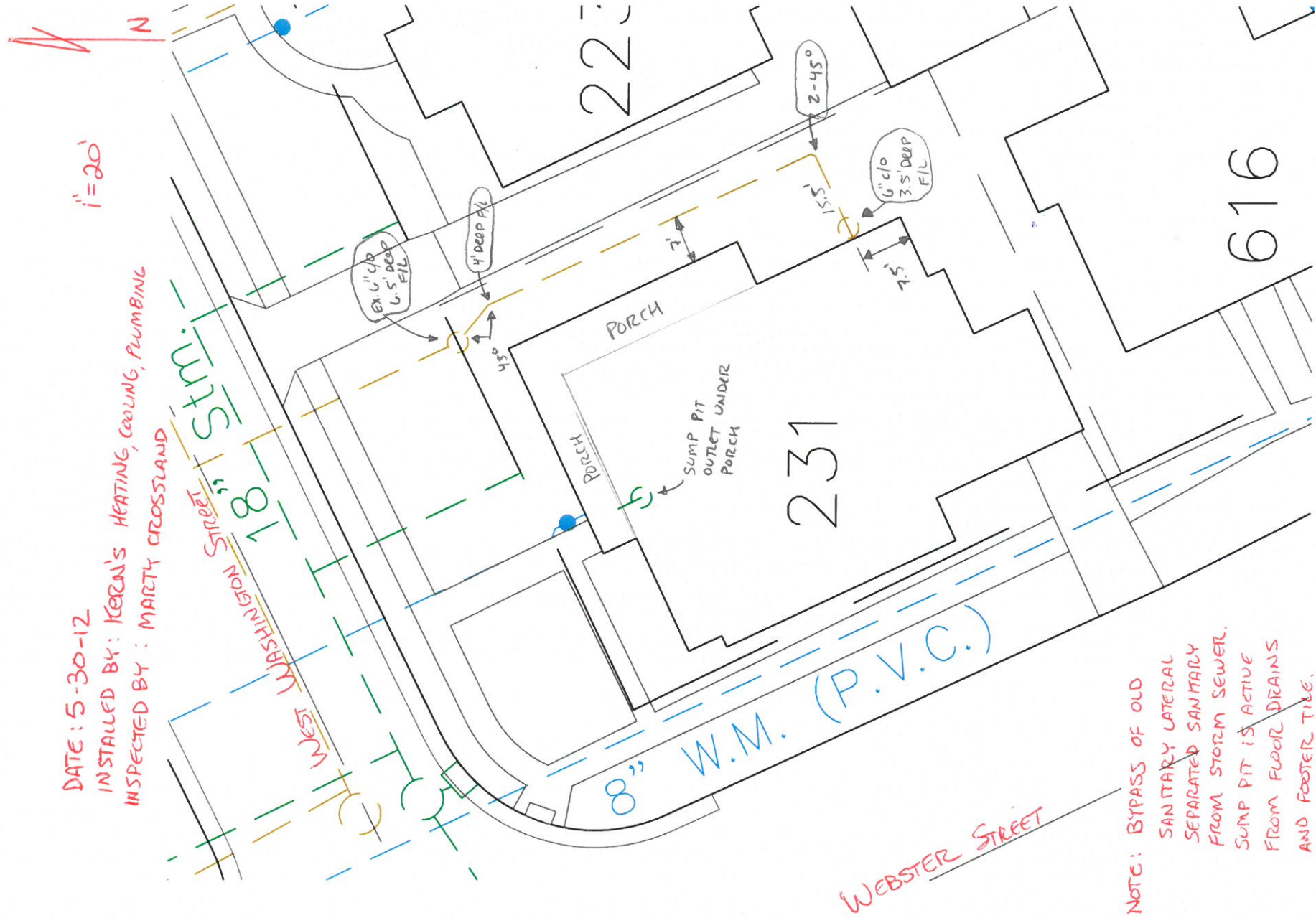


DATE: 5-30-12

INSTALLED BY: KERAN'S HEATING, COOLING, PLUMBING

INSPECTED BY: MARTY CROSSLAND

$i=20'$



NOTE: BYPASS OF OLD
 SANITARY LATERAL
 SEPARATED SANITARY
 FROM STORM SEWER.
 SUMP PIT IS ACTIVE
 FROM FLOOR DRAINS
 AND FOOTER TIE.

SANITARY SEWER GRANT AGREEMENT

THIS AGREEMENT made this 16TH day of MAY, 2012, by and between the City of Napoleon, a Municipal Corporation, 255 West Riverview Avenue, Napoleon, Ohio, (hereinafter referred to as "City") and DALE WOLFE, DBA S+W RENTALS LP, LLC, (hereafter referred to as "Homeowner").

WHEREAS, Napoleon has initiated a program of construction grants for removing clear water connections from the sanitary sewer system, and

WHEREAS, said grants are for two-thirds (2/3) of construction cost up to a maximum sum of twenty-five hundred dollars (\$2,500.00):

A. In consideration of Homeowner, whose real property is located at

6561 CR M DELTA OH doing the following work at said location:

231 W. WASHINGTON ST.

City agrees to pay \$ 2,440.00 for such work subject to the following terms and conditions:

1. Homeowner shall produce satisfactory evidence of ownership in said real estate.
2. Homeowner shall produce two (2) written estimates of the construction cost prior to commencement of the work.
3. Homeowner shall contract with KERN HEATING, COOLING + PLUMBING registered contractor with the City ("Contractor") to perform said work. LLC
4. Homeowner understands and agrees that there is permitted only one (1) grant per property for the lifetime of this program.
5. Homeowner shall permit periodic City inspection of the work being performed by the Contractor.

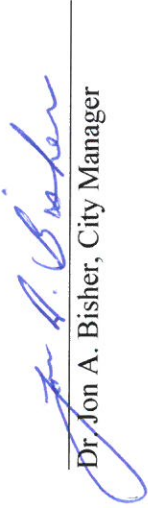
6. Homeowner agrees that this Agreement shall not be construed as creating a joint venture, partnership, or master-servant relationship; further, the City shall not be considered to have any responsibility whatsoever to Contractor for the payment of Contractor's bills; further, Homeowner shall hold City harmless from the same.
7. Homeowner agrees to hold harmless the City, its officers, agents, employees and volunteers against any and all claims that may arise out of use of any grant funds and/or the performance of inspections being made by the City; further, Homeowner agrees to indemnify the City, its officers, agents, employees and volunteers against any and all claims for injury or damage to person or property that may be asserted by any person as a result of any action or non-action of the City, its officers, agents, employees and volunteers associated or in connection with this Agreement or services provided hereunder.
8. Homeowner shall notify the City of the date the work is to commence and shall provide City with a construction schedule. All Work must be completed no later than OCTOBER 31, 2012.
9. Homeowner agrees any change in the original estimate amount must be approved in advance by the City if the amount is larger than first estimated.
10. Homeowner agrees that the City shall have thirty (30) days after final inspection of the work and upon the City receiving paid receipts from Homeowner evidencing that the Contractor has been paid in full, whichever comes last, to pay the Homeowner the amount specified in paragraph (A) above.
11. In the event that a new storm sewer and/or sanitary sewer tap is needed in connection with the work, the City will waive the sewer tap fee and will not be counted as part of the amount specified in paragraph (A) above.
12. This Grant Agreement shall only be amended as to the scope and size of the project by attaching hereto a copy of such amendment, in writing.
13. This Agreement is binding on the parties, their heirs or successors and assigns.

14. This Agreement shall be controlled under the laws of Ohio.


Homeowner

Homeowner

City of Napoleon


Dr. Jon A. Bisher, City Manager

Approved as to form and correctness:


Trevor M. Hayberger, City Law Director

* * * * *

Certification of Funds

Attest:

I, Gregory J. Heath, Finance Director of the City of Napoleon, Ohio hereby certify that the money to meet this Agreement has been lawfully appropriated for the purpose of the agreement and is in the treasury of the City of Napoleon, Ohio or is in the process of collection to the credit of the appropriate fund free from prior encumbrance.


Gregory J. Heath, Finance Director

City of NAPOLLEON

SANITARY SEWER GRANT APPLICATION

ORDINANCE 154-01

DATE: 5/15/12

DBA S+W RENTALS

NAME: DALE WATTE

230 W. WASHINGTON

ADDRESS: 6561 C.R.M. DELTA DR

PHONE #: 419 8224304 CELL #: 419 3567628

The Homeowner Grant Program is hereby established for the removal of clean water connections subject to the following rules:

Grants are available for two-thirds (2/3) of the construction cost of removing clean water connections from the sanitary sewer system up to a maximum of two thousand five hundred dollars (\$2,500.00). The grants are available on a first come, first serve basis until the funds set aside for the program in a calendar year are completely depleted.

Have you ever applied for this type of grant for the above property before?

YES NO If yes, please explain: _____

Are you the owner of the above property? YES NO


If no, please explain: _____

DBA S+W RENTALS

- A. The City will inspect the premises and provide the homeowner with a description of the scope of the work which would be eligible for the grant **PRIOR** to the homeowner obtaining estimates.
- B. At least two (2) written estimates of the construction cost must be submitted to the City. **NO** work may be started until the grant agreement is signed by **BOTH** the homeowner and the City.
- C. Contractors must meet the City's normal sewer contractors' registration requirements.
- D. Notwithstanding any Ordinance, Resolution or Policy to the contrary, if a new storm sewer and/or sanitary sewer tap is needed in connection with the work, the City will waive the sewer tap fee.

- E. The City must be notified of the date work is to begin and of the construction schedule. The City will inspect the work periodically during construction.
- F. Any changes in the work from the original estimate must be approved by the City in advance if it results in a larger grant than originally approved.
- G. The City will perform a final inspection after completion of all work.
- H. Reimbursement will be made by the City to the homeowner based on **PAID** receipts submitted to the City.

I DAVE WOLFE have read and fully understand the above
and agree to all terms and conditions of this agreement on this 15 day of MAY
20 12.


APPLICANT'S SIGNATURE

5/15/12
DATE

City of NAPOLLEON

SANITARY SEWER GRANT APPLICATION ORDINANCE 154-01

DATE: 5/15/12 DBA S+W RENTALS

NAME: DALE WAFFE 231 W. WASHINGTON

ADDRESS: 6561 C.R.M. DELTA DR

PHONE #: 419 7224304 CELL #: 419 3567628

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YES NO If yes, please explain: _____


Are you the owner of the above property? YES NO
If no, please explain: _____

OBA S+W RENTALS

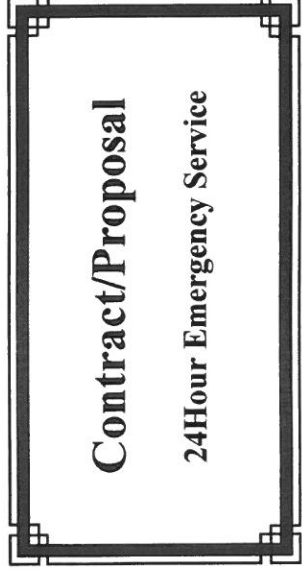
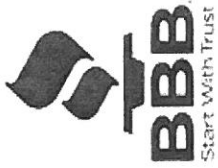
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- G. The City will perform a final inspection after completion of all work.
- H. Reimbursement will be made by the City to the homeowner based on **PAID** receipts submitted to the City.

I DALE WOLFE have read and fully understand the above and agree to all terms and conditions of this agreement on this 15 day of MAY 2012.


APPLICANT'S SIGNATURE

5/15/12
DATE



Made in the U.S.A



it's time to get comfortable.

Job Name Dale Wolf Service Agreement Company
 Address 231 w. Washington Kern Heating, Cooling, Plumbing LLC
 City : Napoleon State: Ohio 314 Palmwood Street Delta Oh. 43515
 Ph# 419-822-4304 Cell _____ Ph# 419-822-3888 or 800-455-537
 E-Mail _____ E-Mail kern heating@windstream.net

Description of work: Install sewer line Quote:

Kern Heating Cooling and Plumbing LLC. Will dig up and remove the old sewer drain line from outside of the house to the city main sewer line. Kerns will supply and install all new plastic sewer pipe with (2) clean outs at the house and (1) clean out at the street for the city connection. This will come with a 1 year workmanship warranty

Total material and labor cost-----\$ 3,660.00

Note: The ground will be replace as a mound on top of trench to a rough grade. Home owner will be responsible for any sidewalk or dirt leveling, and seeding of the ground, once dirt has a chance to settle.

Note: All Prices are good for 90 Days From today's Date: May 14, 2012

50% Down payment prior to start of job _____
Final Balance Due upon completion of job _____

ACCEPTANCE OF PROPOSAL
 The above prices, specifications, and terms are accepted. Please sign below.

Signature _____ Date _____

PROPOSAL


TRESSLER PLUMBING
 P.O. Box 433
 Defiance, OH 43512

PROPOSAL NO.

SHEET NO.

DATE

PROPOSAL SUBMITTED TO:

WORK TO BE PERFORMED AT:

5-4-12

NAME <u>DALE WIFE</u>	ADDRESS <u>231 W. WASHINGTON</u>
ADDRESS <u>P.O. Box 56</u>	CITY, STATE <u>NAP. OH.</u>
CITY, STATE <u>DELTA OHIO</u>	DATE OF PLANS
PHONE NO.	ARCHITECT

We hereby propose to furnish the materials and perform the labor necessary for the completion of

INSTALL NEW 6" SEWER LATERAL
170 FT
CUT CEMENT REPAIR CEMENT
BAGS/FIBL NO SEED

\$ 4200.00

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner for the sum of:

Dollars (\$ 4200.00)

with payments to be as follows

Any alteration or deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control.

Respectfully submitted

Tressler Plm.
Per Tressler

Per

Note - This proposal may be withdrawn by us if not accepted within _____ days.

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

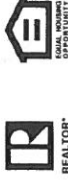
SIGNATURE _____

SIGNATURE _____

DATE _____



□ Toledo Real Estate Office/ 2460 N. Reynolds Road/ Toledo, Ohio 43615/ 419 535-0011, Fax 419 535-7571
 □ Maumee Real Estate Office/ 16771 Lancers Pointe Rd./ Maumee, Ohio 43537/ 419 891-0888, Fax 419 891-1092
 □ Bowling Green Office/ 1411 E. Court Street/ Bowling Green, Ohio 43402/ 419 352-6565, Fax 419 352-2654
 □ Napoleon Real Estate Office/ 1006 Dorch Street/ Napoleon, Ohio 43545/ 419 592-7653, Fax 419 592-7021
 □ Oregon Real Estate Office/ 4728 Nansare Avenue/ Oregon, Ohio 43616/ 419 698-5370, Fax 419 754-1408



RESIDENTIAL REAL ESTATE PURCHASE AGREEMENT
 Form approved by the Toledo Board of Realtors and the Toledo Bar Association.

This is a legal Agreement. It is recommended that both parties secure the services of an attorney.

1. OFFER. The undersigned purchaser(s) ("Purchaser") offers to purchase the property described below ("Property") on the terms contained in this Offer. This Offer remains open for acceptance until APRIL 10, 2004 (A.M.) (P.M.). Upon delivery of the executed acceptance ("Acceptance"), this Offer shall become a legally binding contract ("Agreement").

2. PROPERTY. 231 WASHINGTON NAPOLEON HENRY OHIO
 Street address City, Village, Township State

legally described as:

The Property includes the land and all appurtenant rights, privileges and easements, all buildings and fixtures, including without limitation, all of the following as are NOW on the Property: electrical, heating, cooling, plumbing and bathroom fixtures, awnings, screens, storm windows and doors, landscaping, disposals, TV antennas, rotor control units, built-in electronics wiring, ceiling fans, smoke alarms, security systems, garage door openers and controls, attached carpeting, and any of the following items that are checked below:

A-ranges/ovens microwave ovens Dishwashers gas grills A-refrigerators water softeners window air conditioners janitrans reception systems; all existing window treatments and the following fireplace equipment: rods screens grates glass doors handrails.
 Also INCLUDED: NOT Included:

PRICE. The Purchase Price is \$ 115,000.00 payable as follows:
 Earnest money paid to: Welles Bowen Realtors
 with this Offer to be deposited in trust account upon Acceptance.
 \$ 1000.00 Additional cash to be deposited in trust account upon Acceptance.
 Amount to be financed by Conv. mtg. FHA mtg. VA mtg. Other
 \$ PER LEADER Balance of funds in cash at Closing. PRE-APPROVED 2 F2M

4. FINANCING. This Agreement is not is conditioned upon Purchaser securing a mortgage loan in the amount specified above. ANY FINANCING TO APPLY FOR THE LOAN ON OR BEFORE APRIL 15, 2004 AND TO PURSUE SUCH LOAN IN GOOD FAITH. IF A LOAN COMMITMENT IS NOT OBTAINED ON OR BEFORE MAY 14, 2004, EITHER PARTY MAY TERMINATE THIS AGREEMENT AND THE TERMINATION PROCEDURES IN PARAGRAPH 1 SHALL APPLY.

5. CLOSING AND POSSESSION. Closing shall be held on or before MAY 14, 2004 ("Closing"). Unless extended as provided in this Agreement or by mutual consent, Possession shall be granted at Closing _____ days after Closing (rent free), subject to rights of tenants, if any, listed herein. At Closing, taxes and assessments shall be prorated as stated in Paragraph 13, unless the Property is heated outside of Lucas County, and the lien method is specified in Paragraph 10.

6. CONDITION OF PROPERTY. Except as previously disclosed in writing to Purchaser, Seller has no knowledge of any underground tanks, faulty major appliances, faulty electrical, plumbing, heating, cooling, sewer, septic, well or water systems, structural or chimney defects, hidden or latent defects (including leakage, water seepage or wall dampness in basement, foundation problems or leeching areas) in the Property.
(EXCEPT: WATER SOURCE IN SPONGE FLOOR AND BROKERS QUESTIONABLE LINES HAVE BEEN SEVERED + CAN BE RECONNECTED BY YOU ON 4-13)
 Purchaser acknowledges that, subject to Purchaser's inspection rights in Paragraph 8, Purchaser is purchasing the Property "as-is" condition, including any defects or problems specified in this Agreement or that have been otherwise disclosed in writing by Seller.

7. NOTICE: Ohio Revised Code Sec. 5302.30 requires most sellers to complete a "Residential Property Disclosure Form."
 SPECIFIC DISCLOSURES. In addition to the representations of Seller shown here in this Agreement, Purchaser has relied on the following additional specific disclosures and/or representations. (IF NONE, WRITE "NONE") NONE

8. INSPECTIONS. Purchaser, at Purchaser's expense, shall have the right until APRIL 30, 2004 ("Inspection Period") to obtain inspections of the Property in accordance with Paragraph 18. Purchaser is encouraged to obtain such inspections and is advised that inspections required by FHA, VA or lenders do not necessarily eliminate the need for other inspections.

9. ADDENDA. The following addenda are made a part of this Agreement only if checked:
 FHA or VA Mortgage Leased Property Environmental Closing Orders Condominium
 Mortgage Assumption Land Contract Other: BUYER'S ADDENDA

10. ADDITIONAL TERMS. TAXES TO BE PRORATED ACCORDING TO THE HEAVY TO LIEB METHOD. SELLER TO PROVIDE AN ATTORNEY'S CERTIFICATE OF TITLE. SELLER TO DEPOSIT TO 3RD FLOOR APARTMENT TO BE TRANSFERRED TO PURCHASER AT CLOSING, AND ANY RENTS TO BE PRORATED THROUGH DATE OF CLOSING. TERMS ON REVERSE SIDE. The terms and conditions on the reverse side are a part of this Agreement.

12. ATTORNEY'S REVIEW. This Agreement is subject to recision in writing by Purchaser () Seller after review by their respective attorneys within 3 days after Acceptance (excluding Saturdays, Sundays and holidays). Failure to rescind within such period shall constitute a waiver of the right of recision.

Date of Offer: APRIL 8, 2004 Purchaser acknowledges a receipt of a copy of this agreement.
 Printed Name of Purchaser(s) Harvey Wolfe Purchaser's Signature
Marlene Johnson Purchaser's Signature
 Purchaser's Address 231 WASHINGTON NAPOLEON HENRY OHIO Purchaser's Address

Telephone 419-592-6714 Telephone
 Seller's Name Welles Bowen Seller's Name
2310 Vine Street Napoleon OH Seller's Address
419-592-6714 Seller's Telephone
REISER REALTY, KATHY RUBINSTEIN Listing Broker
JENNA GRAY Listing Broker

RECEIVED WITH OFFER \$ _____ () Cash () Check BY: C. Wurmburg Date: 4/13/04
 RECEIVED UPON ACCEPTANCE \$ 1000.00 () Cash () Check BY: Harvey Wolfe Date: 4/13/04

SELLER'S ACCEPTANCE
 The undersigned, being all of the owners of the Property, hereby accept the above Offer on all terms and conditions contained herein, acknowledge receipt of a copy thereof, and have executed this Agreement this 8th day of April, 2004.

William & Carol Farago Husband and Wife
 Printed Name of Seller(s) (Marital Status)
2310 Vine Street Napoleon OH Seller's Address
419-592-6714 Seller's Telephone
REISER REALTY, KATHY RUBINSTEIN Listing Broker
JENNA GRAY Listing Broker

Instrument 200400044821 OR Volume Page
193 496

200400044821
Filed for Record in
HENRY COUNTY OHIO
SARA L MYLES
06-03-2004 At 01:05 pm.
WARR DEED 28.00
OR Volume 193 Page 496 - 497

200400044821
FIRST FEDERAL
PICK UP

GENERAL WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS: That the Grantors, **Kathryn**

A. Obenour, an unmarried woman of legal age, and **William C.**

Farago and Carol H. Farago, being husband and wife and both of legal age, for valuable consideration paid, grants in fee simple,

with general warranty covenants, to **S & W Rentals ILP, LLC, an**

Ohio limited liability company, and to its successors and

assigns, forever, whose tax mailing address is 231 West Washington, Napoleon, Ohio 43545, all of their right, title and interest in and to the following-described real property:

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

Lot numbered One Hundred Forty-nine (149) in Phillip's and Stafford's Fourth Addition (now the Original Plat) to the Village (now City) of Napoleon, Henry County, Ohio, less and excepting the southerly fifty-five (55) feet thereof, and subject to zoning restrictions of the City of Napoleon, Ohio.

Permanent Parcel Number: 41-009421.4700.

Prior Instrument Reference(s): Volume 231 at Page 738, Deed Records of Henry County, Ohio and Volume 111 at Page 782, Official Records of Henry County, Ohio.

The Grantors have executed this instrument on this 2nd day of June, 2004.

Kathryn A. Obenour
Kathryn A. Obenour

William C. Farago
William C. Farago

APPROVED

Mapping Dept By *[Signature]* Date *6/1/04*

KERN HEATING, COOLING, & PLUMBING LLC
 314 PALMWOOD STREET
 DELTA, OH 43515

Statement

Bill To
WOLFE, DALE 6561 COUNTY RD M DELTA OH 43515

Date	Amount Due	Enclosed
06/11/12	\$1,860.00	

Date	Description	Amount	Balance
04/30/12	Balance forward		0.00
05/17/12	INV #5619	3,660.00	3,660.00
05/17/12	PMT #7159	-1,800.00	1,860.00

Current	1-30 Days Past Due	31-60 Days Past Due	61-90 Days Past Due	OVER 90 Days Past Due	Amount Due
\$0.00	\$1,860.00	\$0.00	\$0.00	\$0.00	\$1,860.00

PROPOSAL


TRESSLER PLUMBING
 P.O. Box 433
 Defiance, OH 43512

PROPOSAL NO.
SHEET NO.
DATE 5-4-12

PROPOSAL SUBMITTED TO:

WORK TO BE PERFORMED AT:

NAME DALE WOLFE	ADDRESS 231 W. WASHINGTON
ADDRESS PO Box 56	CITY, STATE NAP, OH
CITY, STATE DELTA OHIO	DATE OF PLANS
PHONE NO.	ARCHITECT

We hereby propose to furnish the materials and perform the labor necessary for the completion of

INSTALL NEW 6" SEWER LATERAL
 110 FT
 CUT CEMENT REPAIR CEMENT
 BACKFILL NO SEED

\$ 4200.00

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner for the sum of:

Dollars (\$ 4200.00)

with payments to be as follows

Any alteration or deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control.

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Per

Note - This proposal may be withdrawn by us if not accepted within _____ days.

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

SIGNATURE _____

SIGNATURE _____

DATE _____

Contract/Proposal
24Hour Emergency Service

Made in the U.S.A



It's time to get comfortable.

Job Name Dale Wolf Service Agreement Company
Address 231 w. Washington Kern Heating, Cooling, Plumbing LLC
City : Napoleon State: Ohio 314 Palmwood Street Delta Oh. 43515
Ph# 419-822-4304 Cell _____ Ph# 419-822-3888 or 800-455-537
E-Mail _____ E-Mail kern heating@windstream.net

Description of work: Install sewer line Quote:

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