

*Hoeffel, Funkhouser, Hanna and Fisher*

**ATTORNEYS AT LAW**  
CORNER OF PERRY AND SHELBY STREETS  
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JOHN H. HANNA  
RICHARD A. FISHER  
GERALD D. LAVER

MARTIN E. HOEFFEL  
(Retired)  
JAMES FUNKHOUSER  
(1922-1990)

November 6, 1995

Marc Gerken  
City of Napoleon Engineering Dept.  
255 W. Riverview Ave.  
Napoleon, Ohio 43545

Dear Marc:

Enclosed are the executed utility easements from Ma-Tem-Co and The Bert G. Taylor Post Number 300 of The American Legion to the City of Napoleon.

Should you need anything further, please do not hesitate to contact me.

Very truly yours,



Richard A. Fisher

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Enclosures

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## ***Permanent Easement For Overhead Electric Utility Purposes***

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**KNOW ALL MEN BY THESE PRESENTS:** That we, The Bert G. Taylor Post Number 300 of The American Legion, a non-profit organization, 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 Overhead Electric Utility Purposes, together with the right to erect, construct, and install and thereafter use, operate, inspect, repair, maintain, replace and remove said electric utilities, together with all necessary wires, and all other appurtenances thereto, over, through and across the following described real estate situated in the City of Napoleon, County of Henry and State of Ohio to wit:

A part of the following described parcel of land;

Being a contiguous strip of land ten feet (10") in width running along the westerly edge of and across Lot forty-two (42) of Heller & Donnelly's 2nd Addition to Napoleon.

Owners of the parcel of land described herein claim title by deed recorded in Volume 254 at Pages 93 & 98 of the Henry County Deed Records.

**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 Grantors, their 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 said overhead electric 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 Grantors' 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 Grantor hereby covenants that it is the true and lawful Owner 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, The Bert G. Taylor Post Number 300 of The American Legion, the Grantor, has executed this Permanent Easement for Overhead Electric Utility Purposes this 21st day of September, 1995.

Signed and acknowledged in the presence of:

THE BERT G. TAYLOR POST NUMBER 300 OF THE AMERICAN LEGION

Ann L. Hale  
Ann L. Hale  
Andrea M. Leitner  
Andrea M. Leitner

by James Gilliland  
James Gilliland, Trustee

Ann L. Hale  
Ann L. Hale  
Andrea M. Leitner  
Andrea M. Leitner

by James Shadle  
James Shadle, Trustee

Ann L. Hale  
Ann L. Hale  
Sara Myles  
Sara Myles

by Donald Lammers  
Donald Lammers, Trustee

Richard A. Fisher  
Richard A. Fisher  
Ann L. Hale  
Ann L. Hale

by Douglas Baker  
Douglas Baker, Trustee

Andrea M. Leitner  
Andrea M. Leitner  
Marsha K. Yarnell  
Marsha K. Yarnell

by Floyd Keller  
Floyd Keller, Trustee

STATE OF OHIO  
County of Henry, ss:

Before me, a Notary Public in and for said State, personally appeared the above named James Gilliland, one of the Trustees and one of the Grantors, 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 4th day of August, 1995.

ANDREA M. LEITNER  
Notary Public, State of Ohio  
My Commission Expires: July 27, 1997

Andrea M. Leitner  
Notary Public, State of Ohio

STATE OF OHIO  
County of Henry, ss:

Before me, a Notary Public in and for said State, personally appeared the above named James Shadle, one of the Trustees and one of the Grantors, 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 21st day of September, 1995.

ANDREA M. LEITNER  
Notary Public, State of Ohio  
My Commission Expires: July 27, 1997

Andrea M. Leitner  
Notary Public, State of Ohio

STATE OF OHIO  
County of Henry, ss:

Before me, a Notary Public in and for said State, personally appeared the above named Donald Lammers, one of the Trustees and one of the Grantors, 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 3rd day of August, 1995.

ANN L. HALE  
Notary Public, State of Ohio  
My Commission Expires Oct. 26, 1998

Ann L. Hale  
Notary Public, State of Ohio

STATE OF OHIO  
County of Henry, ss:

Before me, a Notary Public in and for said State, personally appeared the above named Douglas Baker, one of the Trustees and one of the Grantors, 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 7th day of August, 1995.

ANN L. HALE  
Notary Public, State of Ohio  
My Commission Expires Oct. 26, 1998

Ann L. Hale  
Notary Public, State of Ohio

STATE OF OHIO  
County of Henry, ss:

Before me, a Notary Public in and for said State, personally appeared the above named Floyd Keller, one of the Trustees and one of the Grantors, 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 3rd day of August, 1995.

ANDREA M. LEITNER  
Notary Public, State of Ohio  
My Commission Expires: July 27, 1997

Andrea M. Leitner  
Notary Public, State of Ohio

This Instrument Prepared By: City of Napoleon Engineering Department

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## ***Permanent Easement For Overhead Electric Utility Purposes***

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**KNOW ALL MEN BY THESE PRESENTS:** That we, Ma-Tem-Co, a non-profit organization,, 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 Overhead Electric Utility Purposes, together with the right to erect, construct, and install and thereafter use, operate, inspect, repair, maintain, replace and remove said electric utilities, together with all necessary wires, and all other appurtenances thereto, over, through and across the following described real estate situated in the City of Napoleon, County of Henry and State of Ohio to wit:

A part of the following described parcel of land;

Being a contiguous strip of land ten feet (10") in width running along the westerly edge of and across Lots thirty-nine (39), forty (40), and forty-one (41) of Heller & Donnelly's 2nd Addition to Napoleon.

Owners of the parcel of land described herein claim title by deed recorded in Volume 174 at Page 195 of the Henry County Deed Records, and Volume 18, Page 50, Miscellaneous Records, Henry County, Ohio.

**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 Grantors, their 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 said overhead electric 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 Grantors' 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 Grantor hereby covenants that it is the true and lawful Owner 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, Ma-Tem-Co, the Grantor, has executed this Permanent Easement for Overhead Electric Utility Purposes this 6th day of November, 1995.

Signed and acknowledged in the presence of:

MA-TEM-CO

Richard A. Fisher  
Richard A. Fisher  
Marsha K. Yarnell  
Marsha K. Yarnell

by Rory Prigge  
Rory Prigge, its President

Ann L. Hale  
Ann L. Hale  
Andrea M. Leitner  
Andrea M. Leitner

by Gerald Richardson  
Gerald Richardson, its Vice-President

Ann L. Hale  
Ann L. Hale  
Andrea M. Leitner  
Andrea M. Leitner

by Robert Rettig  
Robert Rettig, its Secretary

Ann L. Hale  
Ann L. Hale  
Andrea M. Leitner  
Andrea M. Leitner

by Dallas F. Andrew  
Dallas Andrew, its Treasurer

Richard A. Fisher  
Richard A. Fisher  
Marsha K. Yarnell  
Marsha K. Yarnell

by Lester Shelt  
Lester Shelt, executive committee

STATE OF OHIO  
County of Henry, ss:

Before me, a Notary Public in and for said State, personally appeared the above named Ma-Tem-Co, by Rory Prigge, its President, and Lester Shelt, member of executive committee, and two of the Grantors, who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed, individually and as such officers.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 5th day of August, 1995.

MARSHA K. YARNELL  
NOTARY PUBLIC, STATE OF OHIO  
MY COMMISSION EXPIRES AUG 27 1998

Marsha K. Yarnell  
Notary Public, State of Ohio

STATE OF OHIO  
County of Henry, ss:

Before me, a Notary Public in and for said State, personally appeared the above named Ma-Tem-Co, by Gerald Richardson, its Vice-President, and one of the Grantors, who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed, individually and as such officer.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 6th day of November, 1995.

ANDREA M. LEITNER  
Notary Public, State of Ohio  
My Commission Expires: July 27, 1997

Andrea M. Leitner  
Notary Public, State of Ohio

STATE OF OHIO  
County of Henry, ss:

Before me, a Notary Public in and for said State, personally appeared the above named Ma-Tem-Co, by Robert Rettig, its Secretary, and one of the Grantors, who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed, individually and as such officer.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 22nd day of September, 1995.

ANDREA M. LEITNER  
Notary Public, State of Ohio  
My Commission Expires: July 27, 1997

Andrea M. Leitner  
Notary Public, State of Ohio

STATE OF OHIO  
County of Henry, ss:

Before me, a Notary Public in and for said State, personally appeared the above named Ma-Tem-Co, by Dallas Andrew, its Treasurer, and one of the Grantors, who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed, individually and as such officer.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 7th day of August, 1995.

ANDREA M. LEITNER  
Notary Public, State of Ohio  
My Commission Expires: July 27, 1997

Andrea M. Leitner  
Notary Public, State of Ohio

This Instrument Prepared By: City of Napoleon Engineering Department