
PERPETUAL UTILITY AND ROADWAY EASEMENT

Know All Men By These Presents: That Constance L. Ritz (a.k.a. - Constance L. Ohlinger, now known as Constance L. Ohlinger), a married woman, whose tax mailing address is 15-410 State Route 424, 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, 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 pavement, curbing, sidewalks, water system, storm sewer system, and sanitary sewer system, including but not limited to water mains, storm sewers, sanitary sewers, pipes, conduits, fixtures, surface monuments, and manholes associated therewith, and appurtenances thereto, as it deems necessary, both above and below ground, with the further right to permit the attachment of, and/or carry in underground or aboveground water and sewer facilities of it or any other company with services and extensions therefrom, in, on, over, and/or under our lands, 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:

The Northerly five (5) feet of the North part of the East half of Outlot Number Nine (9) in Phillip's and Stafford's Addition, City of Napoleon, Napoleon Township, Henry County, Ohio, and being more particularly described as follows:

Commencing at an iron pin being the intersection of the South right-of-way line of West Main Street and the East right-of-way line of Vine Street; thence South 89°56'30" East along said South right-of-way line of West Main Street a distance of five hundred, forty-four and seventy hundredths (544.70) feet to the **POINT OF BEGINNING**; thence continuing South 89°56'30" East along said South right-of-way line of West Main Street a distance of forty-five and zero hundredths (45.00) feet to a point; thence South 0°03'30" West and perpendicular to said South right-of-way line of West Main Street a distance of five and zero hundredths (5.00) feet to a point; thence North 89°56'30" West and parallel to said South right-of-way of West Main Street a distance of forty-five and zero hundredths (45.00) feet to a point; thence North 0°03'30" East and perpendicular to said South right-of-way line of West Main Street a distance of five and zero hundredths (5.00) to the **POINT OF BEGINNING** and containing 225.00 square feet (0.005 acres) of land, more or less.

(All bearings stated above are assumed for the purpose of this description.)

The Grantor claims title to the above described property by virtue of deed recorded in Deed/Official Record **Volume 223, Page 655** 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 Grantor, her 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 laying, installing, construction, reconstruction, erection, repairing, supplementing, maintenance, operation, inspection, replacement and/or removal of said pavement, curbing, sidewalks, water system, storm sewer system, sanitary sewer 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 Grantor's 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 the Grantor 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 Grantor hereby covenants that she is the true and lawful Owner of the above described real estate and has 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 Grantor will warrant and defend the title to the said easement against all lawful claims.

IN WITNESS WHEREOF: Constance L. Ritz (a.k.a. - Constance L. Ohlinger, now known as Constance L. Ohlinger), a married woman, the Grantor, has executed this Perpetual Utility Easement this 15th day of FEBRUARY, 1999.

Signed and acknowledged in the presence of:

Darel Austermiller

Constance L. Ohlinger
Constance L. Ritz
(a.k.a. - Constance L. Ohlinger, now known as Constance L. Ohlinger)

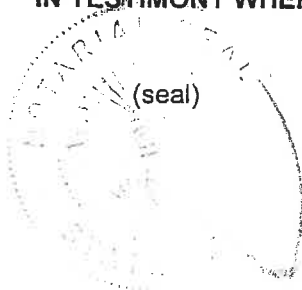
Ruth P. Austermiller

STATE OF OHIO
COUNTY OF HENRY

ss:

Before me a Notary Public in and for said County, personally appeared the above named Constance L. Ritz (a.k.a. - Constance L. Ohlinger, now known as Constance L. Ohlinger), 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 15th day of FEBRUARY 1999.



Darel Austermiller
Notary Public
DAREL AUSTERMILLER
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES: 01/24/2001

IN WITNESS WHEREOF: Clarence Ohlinger, the spouse of the Grantor, does hereby release all rights of dower for this Perpetual Utility Easement this 15th day of FEBRUARY, 1999.

Signed and acknowledged in the presence of:

Darel Austermilller

Clarence Ohlinger
Clarence Ohlinger

Ruth P. Austermilller

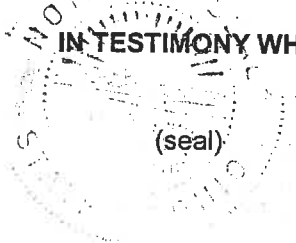
STATE OF OHIO

COUNTY OF HENRY

ss:

Before me a Notary Public in and for said County, personally appeared the above named Clarence Ohlinger, the spouse of 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 15th day of FEBRUARY, 1999.



Darel Austermilller

Notary Public
DAREL AUSTERMILLER
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES: 6/12/2001

Accepted by:

Jon A. Bisher

Dr. Jon A. Bisher, City Manager

12 MAR 99

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

9900002314
Filed for Record in
HENRY COUNTY OHIO
ARLENE A WALLACE
On 04-07-1999 At 01:00:02 pm.
EASEMENT 18.00
OR Volume 48 Page 819 - 821

Easement Description

Provided And Verified By:

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

TEMPORARY EASEMENT FOR UTILITY PURPOSES

Know All Men By These Presents: That Constance L. Ritz (a.k.a. - Constance L. Ohlinger, now known as Constance L. Ohlinger), a married woman, whose tax mailing address is 15-410 State Route 424, 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, 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, a Temporary Easement with the right to enter and use the below described land to enable the erection, construction, and installation of pavement, curbing, sidewalks, water system, storm sewer system, and sanitary sewer system, and all appurtenances thereto in, over, through, and across the adjacent property(s). The following described real estate that is the subject of this temporary easement is situated in the City of Napoleon, County of Henry and State of Ohio, to wit:

Part of the Grantor's parcel recorded in Deed/Official Records **Volume 223, Page 655** and being part of the North part of the East half of Outlot Number Nine (9) in Phillip's and Stafford's Addition, City of Napoleon, Napoleon Township, Henry County, Ohio, and being more particularly described as follows:

Commencing at an iron pin being the intersection of the South right-of-way line of West Main Street and the East right-of-way line of Vine Street; thence South 89°56'30" East along said South right-of-way line of West Main Street a distance of five hundred, forty-four and seventy hundredths (544.70) feet to a point; thence South 0°03'30" West and perpendicular to said South right-of-way line of West Main Street a distance of five and zero hundredths (5.00) feet to the **POINT OF BEGINNING**; thence continuing South 0°03'30" West and perpendicular to said South right-of-way line of West Main Street a distance of five and zero hundredths (5.00) feet to a point; thence South 89°56'30" East and parallel to said South right-of-way line of West Main Street a distance of forty-five and zero hundredths (45.00) feet to a point; thence North 0°03'30" East and perpendicular to said South right-of-way line of West Main Street a distance of five and zero hundredths (5.00) feet to a point; thence North 89°56'30" West and parallel to said South right-of-way line of West Main Street a distance of forty-five and zero hundredths (45.00) feet to the **POINT OF BEGINNING** and containing 225.00 square feet (0.005 acres) of land, more or less.

(All bearings stated above are assumed for the purpose of this description.)

The consideration recited herein shall constitute full and final payment for said easement and all damages sustained and/or claimed by the Grantor, her 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, laying, use, operation, inspection, repair, maintenance, replacement and/or removal of said pavement, curbing, sidewalks, water system, storm sewer system, sanitary sewer 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 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 for a period of time which shall commence the date of the execution of this Temporary Easement and shall be in effect through the contract warranty period for the 1999 Street Reconstruction Project and then terminate. **Regardless, this easement shall terminate no later than January 1, 2002.**

The Grantor hereby covenants that she is the true and lawful Owner of the above described real estate and has 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: Constance L. Ritz (a.k.a. - Constance L. Ohlinger), the Grantor, has executed this Temporary Easement for Utility Purposes this 15th day of FEBRUARY, 1999.

Signed and acknowledged in the presence of:

Darel Austermilller
Ruth P. Austermilller

Constance L. Ohlinger
Constance L. Ritz
(a.k.a. - Constance L. Ohlinger)

STATE OF OHIO }
COUNTY OF HENRY }

ss:

Before me a Notary Public in and for said County, personally appeared the above named Constance L. Ritz (a.k.a. - Constance L. Ohlinger, now known as Constance L. Ohlinger), 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 15th day of FEBRUARY, 1999.



Darel Austermilller
Notary Public
DAREL AUSTERMILLER
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES: 6/30/2001

IN WITNESS WHEREOF: Clarence Ohlinger, the spouse of the Grantor, does hereby release all rights of dower for this Temporary Utility Easement this 15th day of FEBRUARY, 1999.

Signed and acknowledged in the presence of:

David Custer Miller
Ruth P. Custer Miller

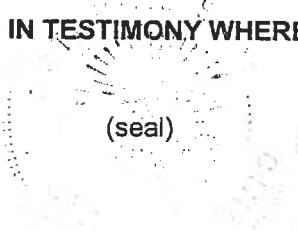
Clarence Ohlinger
Clarence Ohlinger

STATE OF OHIO
COUNTY OF HENRY

ss:

Before me a Notary Public in and for said County, personally appeared the above named Clarence Ohlinger, the spouse of 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 15th day of FEBRUARY 1999



(seal)

David Custer Miller
DAREL CUSTER MILLER
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES: 6/14/2000

Accepted by:

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

12 MAR 99
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

x x ✓ C
9900002315
Filed for Record in
HENRY COUNTY OHIO
ARLENE A WALLACE
On 04-07-1999 At 01:00:15 pm.
EASEMENT 18.00
OR Volume 48 Page 822 - 824

Easement Description Provided and Verified By:

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

9900002315
CITY OF NAPOLEON
PICK UP

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