

TEMPORARY EASEMENT FOR UTILITY PURPOSES

Know All Men By These Presents: That WIBAS, Inc., an Ohio Corporation (charter no. 478058), whose tax mailing address is 515 Avon Place, 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 243, Page 788 and being part of the East half of Outlot Number Eleven (11) of Phillip's and Stafford's Addition, City of Napoleon, Napoleon Township, Henry County, Ohio, and being more particularly described as follows:

Commencing at a point being the intersection of the North right-of-way line of Welsted Street and the West right-of-way line of Avon Place; thence North 89°56'30" West along said North right-of-way line of Welsted Street a distance of sixty-six and three hundredths (66.03) feet to the **POINT OF BEGINNING**; thence continuing North 89°56'30" West along said North right-of-way line of Welsted Street a distance of seventy-four and twenty hundredths (74.20) to a point; thence North 0°03'30" East and perpendicular to said North right-of-way line of Welsted Street a distance of five and zero hundredths (5.00) feet to a point; thence South 89°56'30" East and parallel to said North right-of-way of Welsted Street a distance of seventy-four and twenty hundredths (74.20) to a point; thence South 0°03'30" West and perpendicular to said North right-of-way line of Welsted Street a distance of five and zero hundredths (5.00) feet to the **POINT OF BEGINNING** and containing 371.00 square feet (0.009 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, 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, 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 they are 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: WIBAS, Inc., the Grantor, has executed this Temporary Easement for Utility Purposes this 30 day of March, 1999.

Signed and acknowledged in the presence of:

Kristi Arpd

Wilson J. Stough, President
Wilson J. Stough, President
Wibas, Inc.

Roxanne Dietrich

STATE OF Ohio }
COUNTY OF Henry }

ss:

Before me a Notary Public in and for said County, personally appeared the above named WIBAS, Inc., the Grantor, by Wilson J. Stough, President, 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 30 day of March, 1999.

(seal)

Roxanne Dietrich
Notary Public

Accepted by:

Roger L. Noblit, Jr.
Dr. Jon A. Bisher, City Manager
Roger L. Noblit, Jr., Acting City Manager

ROXANNE DIETRICH, NOTARY PUBLIC
In and for the State of Ohio
My Commission Expires June 23, 2002

4/6/99
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

9900002263
Filed for Record in
HENRY COUNTY OHIO
ARLENE A WALLACE
On 04-07-1999 At 12:43:04 pm.
EASEMENT 14.00
OR Volume 48 Page 695 - 696

9900002263
CITY OF NAPOLEON
PICK UP

Easement Description Provided
and Verified By:
Adam C. Hoff, P.E. - City Engineer

Z:\acnletters\EASEMENTWibas2

TEMPORARY EASEMENT FOR UTILITY PURPOSES

Know All Men By These Presents: That WIBAS, Inc., an Ohio Corporation (charter no. 478058), whose tax mailing address is 515 Avon Place, 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 229, Page 67** and being part of Outlot Number Ten (10) of Phillip's and Stafford's Addition, City of Napoleon, Napoleon Township, Henry County, Ohio, and being more particularly described as follows:

BEGINNING at a point being the intersection of the North right-of-way line of Welsted Street and the West right-of-way line of Avon Place; thence North 89°56'30" West along said North right-of-way line of Welsted Street a distance of sixty-six and three hundredths (66.03) feet to a point; thence North 0°03'30" East and perpendicular to said North right-of-way line of Welsted Street a distance of five and zero hundredths (5.00) feet to a point; thence South 89°56'30" East and parallel to said North right-of-way of Welsted Street a distance of sixty-nine and fifty-four hundredths (69.54) to a point; thence South 35°08'10" West along said West right-of-way line of Avon Place a distance of six and eleven hundredths (6.11) feet to the **POINT OF BEGINNING** and containing 338.93 square feet (0.008 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, 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, 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 they are 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: WIBAS, Inc., the Grantor, has executed this Temporary Easement for Utility Purposes this 30 day of March, 1999.

Signed and acknowledged in the presence of:

Kurti Arpa

Wilson J. Stough, President
Wilson J. Stough, President
Witness, Inc.

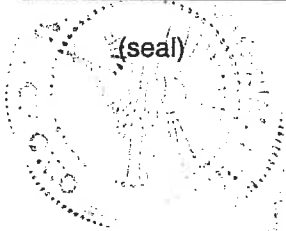
Roxanne Dietrich

STATE OF Ohio }
COUNTY OF Henry }

ss:

Before me a Notary Public in and for said County, personally appeared the above named WIBAS, Inc., the Grantor, by Wilson J. Stough, President, 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 30 day of March, 1999.



Roxanne Dietrich
Notary Public

ROXANNE DIETRICH, NOTARY PUBLIC
In and for the State of Ohio
My Commission Expires June 23, 2002

Accepted by:

Roger L. Noblit, Jr.
Dr. Jon A. Bisher, City Manager
Roger L. Noblit, Jr., Acting City Manager

4/6/99
Date

This Instrument Prepared 9900002264
and Filed for Record in
Approved By: HENRY COUNTY OHIO
David M. Grahn ARLENE A WALLACE
City of Napoleon Law Director On 04-07-1999 At 12:43:23 pm.
255 West Riverview Avenue EASEMENT 14.00
Napoleon, Ohio 43545 OR Volume 48 Page 697 - 698
(419) 592-3503 9900002264
CITY OF NAPOLEON
PICK UP

Easement Description Provided
and Verified By:
Adam C. Hoff, P.E. - City Engineer

Z:\achletters\EASEMENT\wibas1