

---

---

## TEMPORARY EASEMENT FOR UTILITY PURPOSES

---

---

*Know All Men By These Presents:* That Lee Dietrich and Mary Dietrich, husband and wife, whose tax mailing address is Q-549 County Road 15, 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, do 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:

The Southerly ten (10) feet of the Grantors' parcel recorded in Deed/Official Records **Volume 239, Page 697 and Page 698** and being all that part of the South Half (1/2) of Outlot Number Three (3) of Phillip's and Stafford's Addition of Outlots, City of Napoleon, Napoleon Township, Henry County, Ohio, more particularly described as follows:

**BEGINNING** at a point being the Southeast corner of Outlot Number Three (3) of Phillip's and Stafford's Addition of Outlots and the intersection of the North right-of-way line of West Main 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 West Main Street a distance of ninety-two and fifty hundredths (92.50) feet to a point; thence North 0°03'30" East and perpendicular to said North right-of-way line of West Main Street a distance of ten and zero hundredths (10.00) feet to a point; thence South 89°56'30" East and parallel to said North right-of-way line of West Main Street a distance of ninety-nine and fifty-two hundredths (99.52) feet to a point on said West right-of-way of Avon Place; thence South 35°08'10" West a distance of twelve and twenty-two hundredths (12.22) feet to the **POINT OF BEGINNING** and containing 960.10 square feet (0.022 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 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 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 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 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 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, except the following: \_\_\_\_\_

IN WITNESS WHEREOF: Lee Dietrich and Mary Dietrich, the Grantors, have executed this Temporary Easement for Utility Purposes this 18<sup>th</sup> day of FEBRUARY, 1999.

Signed and acknowledged in the presence of:

Ruth Austermilller  
Darel Austermilller  
Ruth Austermilller  
Darel Austermilller

[Signature]  
Lee Dietrich

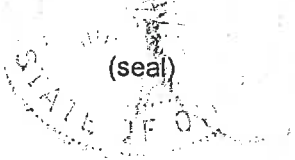
Mary Dietrich  
Mary Dietrich

STATE OF OHIO  
COUNTY OF HENRY

ss:

Before me a Notary Public in and for said County, personally appeared the above named Lee Dietrich and Mary Dietrich, 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 18<sup>th</sup> day of FEBRUARY, 1999.



[Signature]  
Notary Public

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

Accepted by:

[Signature]  
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

9900002261  
Filed for Record in  
HENRY COUNTY OHIO  
ARLENE A WALLACE  
On 04-07-1999 At 12:42:35 pm.  
EASEMENT 14.00  
OR Volume 48 Page 690 - 691  
9900002261  
CITY OF NAPOLEON  
PICK UP

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

Z:\achletters\EASEMENTDietrich1

**TEMPORARY EASEMENT FOR UTILITY PURPOSES**

*Know All Men By These Presents:* That Lee Dietrich and Mary Dietrich, husband and wife, whose tax mailing address is Q-549 County Road 15, 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, do 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:

The Southerly ten (10) feet of the Grantors' parcel recorded in Deed/Official Records **Volume 239, Page 30 and Volume 239, Page 31** and being all that part of the South Half (1/2) of Outlot Number Three (3) of Phillip's and Stafford's Addition of Outlots, City of Napoleon, Napoleon Township, Henry County, Ohio, more particularly described as follows:

**BEGINNING** at a point being the Southwest corner of Outlot Number Three (3) of Phillip's and Stafford's Addition of Outlots; thence South 89°56'30" East along the North right-of-way line of West Main Street a distance of fifty-six and zero hundredths (56.00) feet to a point; thence North 0°03'30" East and perpendicular to said North right-of-way line of West Main Street a distance of ten and zero hundredths (10.00) feet to a point; thence North 89°56'30" West and parallel to said North right-of-way line of West Main Street a distance of fifty-six and zero hundredths (56.00) feet to a point on the West line of said Outlot Number Three (3); thence South 0°03'30" West a distance of ten and zero hundredths (10.00) feet to the **POINT OF BEGINNING** and containing 560.00 square feet (0.013 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 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 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 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 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 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, except the following: \_\_\_\_\_

IN WITNESS WHEREOF: Lee Dietrich and Mary Dietrich, the Grantors, have executed this Temporary Easement for Utility Purposes this 7<sup>th</sup> day of APRIL, 1999.

Signed and acknowledged in the presence of:

Ruth Austermilller  
Darel Austermilller  
Ruth Austermilller  
Darel Austermilller

[Signature]  
Lee Dietrich

Mary Dietrich  
Mary Dietrich

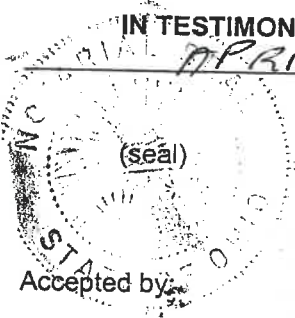
STATE OF OHIO

COUNTY OF HENRY

ss:

Before me a Notary Public in and for said County, personally appeared the above named Lee Dietrich and Mary Dietrich, 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 7<sup>th</sup> day of APRIL, 1999.



Darel Austermilller

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

Accepted by:

[Signature]

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

4/7/99  
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

9900002260  
Filed for Record in  
HENRY COUNTY OHIO  
ARLENE A WALLACE  
On 04-07-1999 At 12:42:17 pm.  
EASEMENT 14.00  
OR Volume 48 Page 688 - 689

Easement Description Provided

and Verified By:

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

9900002260  
CITY OF NAPOLEON  
PICK UP

Z:\achletters\EASEMENT\Dietrich