
TEMPORARY EASEMENT FOR UTILITY PURPOSES

Know All Men By These Presents: That The Bischoff Company, an Ohio Corporation, whose tax mailing address is O-083 Co. Rd. 17, 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 a water main and all appurtenances thereto, in, over, through, and across 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 256, Page 912** and being part of Lot 11-B on the Replat of TLR Third Edition to the City of Napoleon, as recorded on Slide 189, Henry County Plat Records, in the City of Napoleon, Henry County, Ohio, said parcel of land being bounded and described as follows:

Commencing at the intersection of the northerly right-of-way line of Independence Drive, as shown on Ohio Department of Transportation Right-of-Way Plan HEN-6-13.15 Sheet 21 of 38, with the West line of said Lot 11-B, said northerly right-of-way line of Independence Drive also being the northerly line of a parcel of land as recorded in Volume 1, Page 251, Henry County Official Records, said West line of Lot 11-B also being the easterly limited-access right-of-way line of Oakwood Avenue; thence in an easterly direction along said northerly right-of-way line of Independence Drive, having an assumed bearing of North eighty-five (85) degrees, thirty-three (33) minutes, fifty-seven (57) seconds East, a distance of twenty-one and ninety-nine hundredths (21.99') feet to the intersection of a line drawn twenty and zero hundredths (20.00') feet easterly of and parallel with said West line of Lot 11-B, said point of intersection being the True Point of Beginning; thence North twenty (20) degrees, four (04) minutes, twenty-nine (29) seconds East along said line drawn twenty and zero hundredths (20.00') feet easterly of and parallel with the West line of Lot 11-B, a distance of two hundredth two and sixty-five hundredths (202.65') feet to the intersection of the northerly line of said Lot 11-B; thence South seventy-four (74) degrees, twenty-six (26) minutes, six (06) seconds East along said northerly line of Lot 11-B, a distance of twenty and six hundredths (20.06') feet to the intersection of a line drawn forty and zero hundredths (40.00') feet easterly of and parallel with said West line of Lot 11-B; thence South twenty (20) degrees, four (04) minutes, twenty-nine (29) seconds West along said line drawn forty and zero hundredths (40.00') feet easterly of and parallel with the West line of Lot 11-B, a distance of one hundred ninety-five and eleven hundredths (195.11') feet to the intersection of said northerly right-of-way line of Independence Drive; thence South eighty-five (85) degrees, thirty-three (33) minutes, fifty-seven (57) seconds West along said northerly right-of-way line of Independence Drive, a distance of twenty-one and ninety-eight hundredths (21.98') feet to the True Point of Beginning. Said parcel of land containing an area of 3,978 square feet or 0.91 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 water main 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, except that this restoration provision shall not be applicable to tile and sidewalks where the same are part of an assessed project.

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 County Road R Water Main Project and then terminate. **Regardless, this easement shall terminate no later than January 1, 2004.**

The Grantor hereby covenants that The Bischoff Company 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: Esther M. Bischoff, President, and Cathy Behnfeldt, Secretary, of The Bischoff Company, the Grantor, has executed this Temporary Easement for Utility Purposes this ____ day of _____, 20__.

Signed and acknowledged in the presence of:

The Bischoff Company

Esther M. Bischoff, President

Signed and acknowledged in the presence of:

The Bischoff Company

Cathy Behnfeldt, Secretary

STATE OF _____ }
COUNTY OF _____ }

SS:

BE IT REMEMBERED, that on this _____ day of _____, 2000, before me, the subscriber, a Notary Public in and for said County and State, personally appeared The Bischoff Company, an Ohio Corporation by Esther M. Bischoff, President, and Cathy Behnfeldt, Secretary, who's names are subscribed to and which executed the foregoing instrument, and for themselves and as such Officers, and on behalf of said Corporation, acknowledged the signing and execution of said instrument, by authority of the Board of Directors, and on behalf of said Corporation; and that the signing and execution of said instrument are their free and voluntary act and deed, their free act and deed as such officers, and the free and voluntary act and deed of said Corporation, for the uses and purpose in said instrument mentioned.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this _____ day of _____ 20__.

(seal)

Notary Public

Accepted by:

Dr. Jon A. Bisher, City Manager

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*

*Easement Description Provided By:
Steven N. Saneholtz, P.S. (#6842)*

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TEMPORARY EASEMENT FOR UTILITY PURPOSES

O-083 G.Rd.17
Know All Men By These Presents: That The Bischoff Company, an Ohio Corporation, whose tax mailing address is ~~49 Lakeview Drive~~, 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 a water main and all appurtenances thereto, in, over, through, and across 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:

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