

TEMPORARY EASEMENT FOR UTILITY PURPOSES

Know All Men By These Presents: That Louis LaForge and Myrtle LaForge, husband and wife, whose tax mailing address is 1114 Glenwood Avenue, 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 a 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 Grantors' parcel recorded in Deed/Official Records Volume 253, Page 1166 and being part of Lot 20 of Bockelman's 3rd Addition, City of Napoleon, Napoleon Township, Henry County, Ohio, more particularly described as follows:

Commencing at a point being the intersection of the northerly right-of-way of Ohio Street and the easterly right-of-way of Glenwood Avenue; thence, northerly along said easterly right-of-way of Glenwood Avenue, a distance of seventy and zero hundredth (70.00) feet to a point being the southwesterly corner of said Lot 20; thence, easterly along the southerly line of said Lot 20, a distance of one hundred and zero hundredths (100.00) feet to the POINT OF BEGINNING; thence, continuing easterly along said southerly line of Lot 20, a distance of five and zero hundredths (5.00) feet to a point on the westerly line of a utility strip, being the easterly five (5) feet of said Lot 20; thence, northerly and parallel to said easterly right-of-way of Glenwood Avenue and along said westerly of the utility strip, a distance of seventy and zero hundredths (70.00) feet to a point on the northerly line of said Lot 20; thence, westerly along said north line of Lot 20, a distance of five and zero hundredths (5.00) feet to a point; thence, southerly and parallel to said easterly right-of-way of Glenwood Avenue, a distance of seventy and zero hundredths (70.00) feet to the POINT OF BEGINNING and containing 350.00 square feet (0.008 acres) of land, more or less.

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 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, 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 Ohio Street Sanitary Sewer Improvement Project and then terminate. **Regardless, this easement shall terminate no later than January 1, 2003.**

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

200000008974
CITY OF NAPOLEON
SHERYL 592-3503

200000008974 ✓
Filed for Record in
HENRY COUNTY OHIO
ARLENE A WALLACE
On 04-05-2000 At 09:26 am.
EASEMENT 14.00
OR Volume 68 Page 193 - 194

from all liens and encumbrances; whatsoever, except the following: _____

IN WITNESS WHEREOF: Louis LaForge and Myrtle LaForge, the Grantors, have executed this Temporary Easement for Utility Purposes this 20th day of MARCH, 2000.

Signed and acknowledged in the presence of:

Paul Austermillers

Louis La Forge
Louis LaForge

Ruth Austermillers

Myrtle La Forge
Myrtle LaForge

Darel Austermillers

Ruth Austermillers

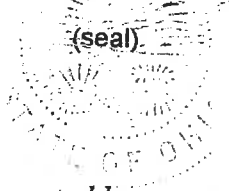
STATE OF OHIO

COUNTY OF HENRY

ss:

Before me a Notary Public in and for said County, personally appeared the above named Louis LaForge and Myrtle LaForge, 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 20th day of MARCH, 2000



Darel Austermillers
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

27 MAR 00
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
and Verified By:**
Adam C. Hoff, P.E. - City Engineer

