
PERPETUAL UTILITY AND ROADWAY EASEMENT

Know All Men By These Presents: That William R. Moden, Sr., a married man of legal age, whose tax mailing address is 506 Haley Avenue, 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 and 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:

Being part of the Westerly part of the Southerly part of Lot Six (6) of Kagy's Subdivision of Lot Number Fourteen (14) 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 intersection of the North right-of-way line of Welsted Street and the East right-of-way line of Haley Avenue; thence North 25°22'42" East along said East right-of-way line of Haley Avenue a distance of five and zero hundredths (5.00) feet to a point; thence South 64°37'18" East and perpendicular to said East right-of-way line of Haley Avenue a distance of ten and fifty-seven hundredths (10.57) feet to a point on the North right-of-way line of Welsted Street; thence North 89°56'30" West along said North right-of-way line of Welsted Street a distance of eleven and sixty-nine hundredths (11.69) feet to the **POINT OF BEGINNING** and containing 26.43 square feet (0.001 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 234, Page 804** 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, his 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 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 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 he 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: William R. Moden, Sr., a married man of legal age, the Grantor, has executed this Perpetual Utility Easement this 5 day of February, 1999.

Signed and acknowledged in the presence of:

Adam Hoff
Roxanne Dietrich

William R. Moden Sr.
William R. Moden, Sr.

STATE OF Ohio }
COUNTY OF Henry }

SS:

Before me a Notary Public in and for said County, personally appeared the above named William R. Moden, Sr., 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 5 day of February 1999.



Darel Austermiller
Notary Public
DAREL AUSTERMILLER
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES: 6/27/2001

IN WITNESS WHEREOF: Marian L. Moden, the spouse of the Grantor, William R. Moden, Sr., does hereby release all rights of dower for this Permanent Easement for Utility Purpose this 5 day of February, 1999.

Signed and acknowledged in the presence of:

Adam Hoff

Marian L. Moden
Marian L. Moden

Roxanne Dietrich

STATE OF Ohio }

COUNTY OF Henry }

ss:

Before me a Notary Public in and for said County, personally appeared the above named Marian L. Moden, the spouse of the Grantor, William R. Moden, Sr., 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 5 day of February, 1999.



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

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
9900002324 ✓
Filed for Record in
HENRY COUNTY OHIO
ARLENE A WALLACE
On 04-07-1999 At 01:06:36 pm.
EASEMENT 18.00
OR Volume 48 Page 843 - 845

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 William R. Moden, Sr., a married man of legal age, whose tax mailing address is 506 Haley Avenue, 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 234, Page 804 and being part of the Westerly part of the Southerly part of Lot Six (6) of Kagy's Subdivision of Lot Number Fourteen (14) of Phillip's and Stafford's Addition of Outlots, City of Napoleon, Napoleon Township, Henry County, Ohio, more particularly described as follows:

Commencing at a point being the intersection of the North right-of-way line of Welsted Street and the East right-of-way line of Haley Avenue; thence North 25°22'42" East along said East right-of-way line of Haley Avenue a distance of five and zero hundredths (5.00) feet to the **POINT OF BEGINNING**; thence continuing North 25°22'42" East along said East right-of-way line of Haley Avenue a distance of fifteen and zero hundredths (15.00) feet to a point; thence South 64°37'18" East and perpendicular to said East right-of-way line of Haley Avenue a distance of thirty and fifty-eight hundredths (30.58) feet to a point; thence South 89°56'30" East and parallel to said North right-of-way line of Welsted Street a distance of one hundred, eleven and seventy-seven hundredths (111.77) feet 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 a point on the North right-of-way line of Welsted Street; thence North 89°56'30" West along said North right-of-way line of Welsted Street a distance of one hundred, forty-six and eighty-four hundredths (146.84) feet to a point; thence North 64°37'18" West and perpendicular to said East right-of-way line of Haley Avenue a distance of ten and fifty-seven hundredths (10.57) feet to the **POINT OF BEGINNING** and containing 928.71 square feet (0.021 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, his 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 he 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: William R. Moden, Sr., the Grantor, has executed this Temporary Easement for Utility Purposes this 5 day of February, 1999.

Signed and acknowledged in the presence of:

Adam Hoff

William R. Moden Sr.
William R. Moden, Sr.

Roxanne Dietrich

STATE OF Ohio

COUNTY OF Henry

ss:

Before me a Notary Public in and for said County, personally appeared the above named William R. Moden, Sr., 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 5 day of February, 1999.



Darel Austermiller

DAREL AUSTERMILLER
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES 6/2/2001

IN WITNESS WHEREOF: Marian L. Moden, the spouse of the Grantor, William R. Moden, Sr., does hereby release all rights of dower for this Temporary Easement for Utility Purpose this 5 day of February, 1999.

Signed and acknowledged in the presence of:

Adam Hoff

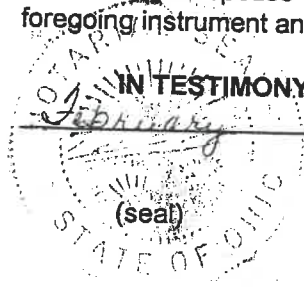
Marian L. Moden
Marian L. Moden

Roxanne Dietrich

STATE OF Ohio
COUNTY OF Henry

SS:

Before me a Notary Public in and for said County, personally appeared the above named Marian L. Moden, the spouse of the Grantor, William R. Moden, Sr., 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 5 day of February, 1999.

Darel AusterMiller

Notary Public
DAREL AUSTERMILLER
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES: 6/12/99

Accepted by:

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

12 MAR 99

Date

9900002323 ✓
Filed for Record in
HENRY COUNTY OHIO
ARLENE A WALLACE
On 04-07-1999 At 01:06:26 pm.
EASEMENT 18.00
OR Volume 48 Page 840 - 842

**This Instrument Prepared
and Approved By:**

David M. Grahn
City of Napoleon Law Director
255 West Riverview Avenue
Napoleon, Ohio 43545
(419) 592-3503

9900002323
CITY OF NAPOLEON
PICK UP

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

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