

## TEMPORARY EASEMENT FOR UTILITY PURPOSES

*Know All Men By These Presents:* That Kathleen M. Gerschutz, an unmarried woman of legal age, whose tax mailing address is 606 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:

All that part of Lot Number Four (4) of H.C. Groschner's Subdivision of the West part of Outlot Eight (8) in Phillip's and Stafford's Subdivision of Outlots, 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 West Main 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 ten and zero hundredths (10.00) feet to a point being the **POINT OF BEGINNING**; thence continuing North 25°22'42" East along said East right-of-way line of Haley Avenue a distance of twenty and zero hundredths (20.00) 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-eight and seventy-two hundredths (38.72) 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 one hundred, twenty-two and thirteen hundredths (122.13) feet to a point; thence South 64°37'18" East a distance of twenty-one and seventy-nine hundredths (21.79) feet to a point being the intersection of said North right-of-way line of West Main Street and the West right-of-way line of a fifteen (15) foot alley to the North; thence North 89°56'30" West along said North right-of-way line of West Main Street a distance of one hundred, sixty-eight and forty-five hundredths (168.45) 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 nineteen and thirty-six hundredths (19.36) feet to the **POINT OF BEGINNING** and containing 2,034.84 square feet (0.047 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, her 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 she 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:** Kathleen M. Gerschutz, the Grantor, has executed this Temporary Easement for Utility Purposes this 22 day of March, 1999.

Signed and acknowledged in the presence of:

Austi Capo  
Roxanne Dietrich

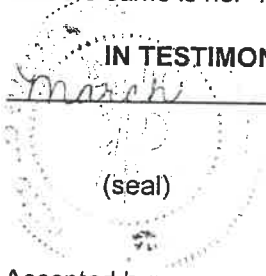
Kathleen M. Gerschutz  
Kathleen M. Gerschutz

STATE OF Ohio }  
COUNTY OF Henry }

ss:

Before me a Notary Public in and for said County, personally appeared the above named Kathleen M. Gerschutz, the Grantor, 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 22 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:

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

22 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  
**Easement Description Provided and Verified By:**  
Adam C. Hoff, P.E. - City Engineer

**Filed for Record in HENRY COUNTY OHIO**  
ARLENE A WALLACE  
On 04-07-1999 At 12:48:25 pm.  
EASEMENT 14.00  
OR Volume 48 Page 726 - 727

9900002276  
CITY OF NAPOLEON  
PICK UP

Z:\chletters\EASEMENTGerschutz1



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## PERPETUAL UTILITY AND ROADWAY EASEMENT

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**Know All Men By These Presents:** That Kathleen M. Gerschutz, an unmarried woman of legal age, whose tax mailing address is 606 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:

All that part of Lot Number Four (4) of H.C. Groschner's Subdivision of the West part of Outlot Eight (8) in Phillip's and Stafford's Subdivision of Outlots, 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 West Main Street and the East right-of-way line of Haley Avenue; thence North 25°22'42" East along the East right-of-way line of Haley Avenue a distance of ten and zero hundredths (10.00) 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 nineteen and thirty-six hundredths (19.36) feet to a point on the north right-of-way line of West Main Street; thence North 89°56'30" West along said north right-of-way of West Main Street a distance of twenty-one and seventy-nine hundredths (21.79) feet to the **POINT OF BEGINNING** and containing 96.80 square feet (0.002 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 241, Page 724 and Volume 244, Page 519** 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, her 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 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 she 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:** Kathleen M. Gerschutz, an unmarried woman of legal age, the Grantor, has executed this Perpetual Utility Easement this 22 day of March, 1999.

Signed and acknowledged in the presence of:

Audi Aps  
Roxanne Dietrich

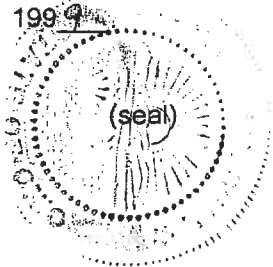
Kathleen M. Gerschutz  
Kathleen M. Gerschutz

STATE OF Ohio }  
COUNTY OF Henry }

ss:

Before me a Notary Public in and for said County, personally appeared the above named Kathleen M. Gerschutz, the Grantor, 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 22 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:

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

*22 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*

***Easement Description  
Provided And Verified By:***

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

Z:\achletters\EASEMENTGerschutz\January 14, 1999

*CxJ*  
9900002277  
Filed for Record in  
HENRY COUNTY OHIO  
ARLENE A WALLACE  
On 04-07-1999 At 12:48:50 pm.  
EASEMENT 18.00  
OR Volume 48 Page 728 - 730

9900002277  
CITY OF NAPOLEON  
PICK UP



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## PERPETUAL UTILITY AND ROADWAY EASEMENT

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**Know All Men By These Presents:** That Kathleen M. Gerschutz, an unmarried woman of legal age, whose tax mailing address is **606 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, sanitary sewer system and electrical distribution system, including but not limited to water mains, storm sewers, sanitary sewers, pipes, conduits, wires, poles, 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, sewer, and electric 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:

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(All bearings stated above are assumed for the purpose of this description.)

(This easement contains property included in the prior easement obtained by the City of Napoleon recorded in Deed/Official Record Volume 48, Page 728 of the records of Henry County, Ohio.)

The Grantor claims title to the above described property by virtue of deed recorded in Deed/Official Record **Volume 241, Page 724 and Volume 244, Page 519** 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, her 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 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 electrical distribution 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.

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The Grantor hereby covenants that she 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:** Kathleen M. Gerschutz, an unmarried woman of legal age, the Grantor, has executed this Perpetual Utility Easement this 11th day of May, 1999.

Signed and acknowledged in the presence of:

[Signature]  
[Signature]

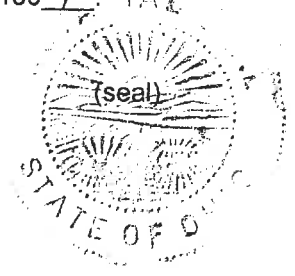
[Signature]  
Kathleen M. Gerschutz

STATE OF Ohio }  
COUNTY OF Henry }

ss:

Before me a Notary Public in and for said County, personally appeared the above named Kathleen M. Gerschutz, the Grantor, 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 11th day of May, 1999.



[Signature]  
Notary Public  
SHERYL K RATHGE  
NOTARY PUBLIC, STATE OF OHIO  
COMMISSION EXPIRES OCTOBER 16, 2001



Accepted by:

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

*11 MAY 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*

***Easement Description  
Provided And Verified By:***

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

Z:\achletters\EASEMENTGerschutz2April 12, 1999

*C* 9900003110 ✓  
Filed for Record in  
HENRY COUNTY OHIO  
ARLENE A WALLACE  
On 05-12-1999 At 03:27:33 pm.  
EASEMENT 18.00  
OR Volume 50 Page 1128 - 1130  
9900003110  
CITY OF NAPOLEON  
PICK UP

