
TEMPORARY EASEMENT FOR UTILITY PURPOSES

Know All Men By These Presents: That River City Recreation, Inc., an Ohio Corporation, whose tax mailing address is 380 Independence 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:

Part of the Grantor's parcel recorded in Deed/Official Records **Volume 217, Page 754** and being part of Lot 7 of TLR Second Addition to the City of Napoleon, as recorded on Slide 146, 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 South line of said Lot 7 with the West line of said Lot 7, said West line of Lot 7 also being the East limited access right-of-way line of Oakwood Avenue, thence in an easterly direction along said South line of Lot 7, having an assumed bearing of South eighty-nine (89) degrees, thirty (30) minutes, thirteen (13) seconds East, a distance of thirty-one and eighty-three hundredths (31.83') feet to the intersection of a line drawn thirty and zero hundredths (30.00') feet easterly of and parallel with said West line of Lot 7, 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 thirty and zero hundredths (30.00') feet easterly of and parallel with the West line of said Lot 7, a distance of two hundred seventy-five and seventy-one hundredths (275.71') feet to the intersection of the North line of said Lot 7, said North line of Lot 7 also being the South limited access right-of-way line of U.S. Route 6 and U.S. Route 24; thence North seventy-seven (77) degrees, forty-one (41) minutes, thirty (30) seconds East along said North line of Lot 7, a distance of eleven and eighty-four hundredths (11.84') 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 7; 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 7, a distance of two hundred seventy-eight and fifty hundredths (278.50') feet to the intersection of said South line of Lot 7; thence North eighty-nine (89) degrees, thirty (30) minutes, thirteen (13) seconds West along said South line of Lot 7, a distance of ten and sixty-one hundredths (10.61') feet to the True Point of Beginning. Said parcel of land containing an area of 2,771 square feet or 0.064 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 River City Recreation, Inc. an Ohio Corporation 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: Jo Evelyn Schwaiger, Secretary, of River City Recreation, Inc., the Grantor, has executed this Temporary Easement for Utility Purposes this ___ day of _____, 20__.

Signed and acknowledged in the presence of:

River City Recreation, Inc.

Jo Evelyn Schwaiger, 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 River City Recreation, Inc., an Ohio Corporation by Jo Evelyn Schwaiger, its Secretary, who's name is subscribed to and which executed the foregoing instrument, and for herself and as such Officer, 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 is her free and

voluntary act and deed, her free act and deed as such officer, 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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PERPETUAL EASEMENT

Know All Men By These Presents: That River City Recreation, Inc., an Ohio Corporation, whose tax mailing address is 380 Independence 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 organized under the laws of Ohio, 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 to lay, install, construct, reconstruct, erect, use, repair, supplement, maintain, operate, and/or remove, at any time or times hereafter its Utilities that are now in existence or may be in the future, including but not limited to: electric, cable, telephone, telecommunications, water, sewer, and gas utilities. The aforementioned Utilities consist of one or more of its transmission or distribution lines, having a variable number of wires and pipes and all necessary or desirable appurtenances thereto (including but not limited to regulating transmission or distribution equipment, telephone and telegraph wires, fiber optic cables, props, guys and anchorages, conduits, cables, poles, towers, pedestals, and fixtures, all the aforementioned being both above and below ground, with the further right to permit the attachment of, and/or carry in above or underground conduit, wires, cables, pipes and other associated fixtures and other above and underground facilities of any other company with services and extensions therefrom, in, on, through, over and/or under the below described lands, with the right of ingress to and egress from and over said premises (real estate) situated in the County of Henry and State of Ohio, and described as:

A parcel of land being part of Lot 7 in TLR Second Addition to the City of Napoleon, as recorded on Slide 146, 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 South line of said Lot 7 with the West line of said Lot 7, said West line of Lot 7 also being the East limited access right-of-way line of Oakwood Avenue, thence in an easterly direction along said South line of Lot 7, having an assumed bearing of South eighty-nine (89) degrees, thirty (30) minutes, thirteen (13) seconds East, a distance of twenty-one and twenty-two hundredths (21.22') 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 7; 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 said Lot 7, a distance of two hundred seventy-two and ninety-two hundredths (272.92') feet to the intersection of the North line of said Lot 7, said North line of Lot 7 also being the South limited access right-of-way line of U.S. Route 6 and U.S. Route 24; thence North seventy-seven (77) degrees, forty-one (41) minutes, thirty (30) seconds East along said North line of Lot 7, a distance of eleven and eighty-four hundredths (11.84') feet to the intersection of a line drawn thirty and zero hundredths (30.00') feet easterly of and parallel with said West line of Lot 7; thence South twenty (20) degrees, four (04) minutes, twenty-nine (29) seconds West along said line drawn thirty and zero hundredths (30.00') feet

easterly of and parallel with the West line of Lot 7, a distance of two hundred seventy-five and seventy-one hundredths (275.71') feet to the intersection of said South line of Lot 7; thence North eighty-nine (89) degrees, thirty (30) minutes, thirteen (13) seconds West along said South line of Lot 7, a distance of ten and sixty-one hundredths (10.61') feet to the True Point of Beginning. Said parcel of land containing an area of 2,743 square feet or 0.063 acres of land, more or less.

The above described parcel of land is subject to any and all leases, easements and restrictions of record.

(The bearings used hereon are based on an assumed meridian and are for the express purpose of calculating angular measurement.)

The Grantors claim title to the above described property by virtue of deed recorded in Deed/Official Record **Volume 217, Page 754** of the records of Henry County, Ohio.

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 the Grantor will make of the land.

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 laying, installation, construction, reconstruction, erection, use, operation, maintenance, supplementation, removal or inspection of said Utility(s) 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, except as otherwise provided herein, Grantee agrees to restore the grounds by seeding and leveling; further, any physical damage caused by the Grantee to Grantor's premises, after completion of the original construction known as the "County Road R Water Main Improvements Project", due to performing maintenance, inspection, reconstruction, supplementation, replacement, repair, and/or removal of said Utility(s), shall be paid, repaired or restored by the Grantee, unless the same is part of an assessed project. 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) without claim of damage to the trees or brush by the Grantor.

To Have And To Hold said Easement, together with all rights and privileges belonging thereto unto the Grantee and its successors and assigns forever. 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 forever. The provisions of this Easement will inure to the benefit of and bind the heirs and/or successors and assigns of the respective parties to it.

The Grantor hereby covenants that River City Recreation, Inc., an Ohio Corporation, 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. The Grantor warrants that the above described

property as subject of said easement does not contain hazardous materials as defined by federal and state statute or regulation.

IN WITNESS WHEREOF: The said River City Recreation, Inc., an Ohio Corporation, the Grantor, has caused its corporate name to be hereunto subscribed and its corporate seal hereunto affixed by Jo Evelyn Schwaiger, its Secretary, thereunto duly authorized by Resolution dated _____, of its Board of Directors, this _____ day of _____, 2000.

Signed and acknowledged in the presence of:

River City Recreation, Inc.

Jo Evelyn Schwaiger, 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 River City Recreation, Inc., an Ohio Corporation by Jo Evelyn Schwaiger, its Secretary, who's name is subscribed to and which executed the foregoing instrument, and for herself and as such Officer, 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 is her free and voluntary act and deed, her free act and deed as such officer, 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 _____ 2000.

(seal)

Notary Public

Accepted by:

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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