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## TEMPORARY EASEMENT FOR UTILITY PURPOSES

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*Know All Men By These Presents:* That Michael R. Nye and Lori A. Nye, husband and wife, whose tax mailing address is 535 West Main Street, 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 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 to 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 259, Page 155** and being the Northerly five (5) feet of the Northerly eight (8) rods of the Westerly half of the Westerly half of Lot Number Twelve (12) of Phillip's and Stafford's Addition of Outlots, City of Napoleon, Napoleon Township, Henry County, Ohio, more particularly described as follows:

Commencing at an iron pin being the intersection of the South right-of-way line of West Main Street and the East right-of-way line of Vine Street; thence South 89°56'30" East along said South right-of-way line of West Main Street a distance of one hundred, thirty-two and zero hundredths (132.00) feet to a point; thence South 0°03'30" West and perpendicular to said South right-of-way line of West Main Street a distance of five and zero hundredths (5.00) feet to the **POINT OF BEGINNING**; thence continuing South 0°03'30" West and perpendicular to said South right-of-way line of West Main Street a distance of five and zero hundredths (5.00) feet to a point; thence South 89°56'30" East and parallel to said South right-of-way line of West Main Street a distance of thirty-seven and thirteen hundredths (37.13) feet to a point; thence North 0°03'30" East and perpendicular to said South right-of-way line of West Main Street a distance of five and zero hundredths (5.00) feet to a point; thence North 89°56'30" West and parallel to said South right-of-way line of West Main Street a distance of thirty-seven and thirteen hundredths (37.13) feet to the **POINT OF BEGINNING** and containing 185.65 square feet (0.004 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 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 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 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.

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 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 from all liens and encumbrances whatsoever, except the following: \_\_\_\_\_

**IN WITNESS WHEREOF:** Michael R. Nye and Lori A. Nye, the Grantors, have executed this Temporary Easement for Utility Purposes this 6<sup>th</sup> day of FEBRUARY, 1999.

Signed and acknowledged in the presence of:

Adam Hoff  
David Custer Miller

Michael R. Nye  
Michael R. Nye

Adam Hoff  
David Custer Miller

Lori A. Nye  
Lori A. Nye

STATE OF OHIO  
COUNTY OF HENRY

ss:

Before me a Notary Public in and for said County, personally appeared the above named Michael R. Nye and Lori A. Nye, 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 6<sup>th</sup> day of FEBRUARY, 1999.



DARELA AUSTERMILLER  
DARELA AUSTERMILLER  
NOTARY PUBLIC, STATE OF OHIO  
MY COMMISSION EXPIRES: 6/12/2001

Accepted by:  
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

9900002309  
Filed for Record in  
HENRY COUNTY OHIO  
ARLENE A WALLACE  
On 04-07-1999 At 12:58:16 pm.  
EASEMENT 14.00  
OR Volume 48 Page 808 - 809  
9900002309  
CITY OF NAPOLEON  
PICK UP

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

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# PERPETUAL UTILITY AND ROADWAY EASEMENT

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**Know All Men By These Presents:** That Michael R. Nye and Lori A. Nye, husband and wife, whose tax mailing address is 535 West Main Street, 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, 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, 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 the Northerly five (5) feet of the Northerly eight (8) rods of the Westerly half of the Westerly half of Lot Number Twelve (12) of Phillip's and Stafford's Addition of Outlots, City of Napoleon, Napoleon Township, Henry County, Ohio, more particularly described as follows:

Commencing at an iron pin being the intersection of the South right-of-way line of West Main Street and the East right-of-way line of Vine Street; thence South 89°56'30" East along said South right-of-way line of West Main Street a distance of one hundred, thirty-two and zero hundredths (132.00) feet to the **POINT OF BEGINNING**; thence continuing South 89°56'30" East along said South right-of-way line of West Main Street a distance of thirty-seven and thirteen hundredths (37.13) feet to a point; thence South 0°03'30" West and perpendicular to said South right-of-way line of West Main Street a distance of five and zero hundredths (5.00) feet to a point; thence North 89°56'30" West and parallel to said South right-of-way of West Main Street a distance of thirty-seven and thirteen hundredths (37.13) to a point; thence North 0°03'30" East and perpendicular to said South right-of-way line of West Main Street a distance of five and zero hundredths (5.00) to the **POINT OF BEGINNING** and containing 185.65 square feet (0.004 acres) of land, more or less.

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

The Grantors claim title to the above described property by virtue of deed recorded in Deed/Official Record **Volume 259, Page 155** 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 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 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 Grantors' yards, lawns, trees, 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 Grantors 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 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 from all liens and encumbrances whatsoever and that the Grantors will warrant and defend the title to the said easement against all lawful claims.

**IN WITNESS WHEREOF:** Michael R. Nye and Lori A. Nye, husband and wife, the Grantors, have executed this Perpetual Utility Easement this 6<sup>th</sup> day of FEBRUARY, 1999.

Signed and acknowledged in the presence of:

Adam Hoff  
Darel Austermilller

Michael R. Nye  
Michael R. Nye

Adam Hoff  
Darel Austermilller

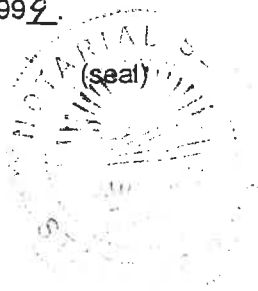
Lori A. Nye  
Lori A. Nye

STATE OF OHIO }  
COUNTY OF HENRY }

ss:

Before me a Notary Public in and for said County, personally appeared the above named Michael R. Nye and Lori A. Nye, 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 6<sup>th</sup> day of FEBRUARY 1999.



Darel Austermilller  
Notary Public

**DAREL AUSTERMILLER**  
NOTARY PUBLIC, STATE OF OHIO  
MY COMMISSION EXPIRES: 6/22/2001

Accepted by:

  
Jan 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*

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

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

Z:\achletters\EASEMENTNyeDecember 28, 1998

✓ xx c  
9900002308  
Filed for Record in  
HENRY COUNTY OHIO  
ARLENE A WALLACE  
On 04-07-1999 At 12:57:57 pm.  
EASEMENT 18.00  
OR Volume 48 Page 805 - 807

9900002308  
CITY OF NAPOLEON  
PICK UP