

210 W. Maumee Ave  
Napoleon, OH 43545  
January 15, 2015

City of Napoleon, Ohio  
Law Department  
255 W. Riverview Ave  
P.O. Box 151  
Napoleon, OH 43545

01-16-15A11:18 RCVD

ATTN: Mr. Trevor Hayberger  
City Law Director

In response to your letter addressed to Mr. & Mrs. John A. Cichocki, Sr, I respectively send a response concerning the Temporary and/or Perpetual Easement agreements. Where I agree with the need of this project and my wishes to cooperate with the City of Napoleon, OH, I have some concerns regarding these agreements.

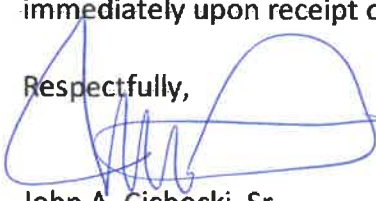
From my knowledge of easements I retain ownership of the property spelled out in the diagrams with the only rights left to me is that I can maintain the esthetics of the easement area and of course pay taxes on it. I have no rights to build upon the perpetual easement area. I somewhat agree with this concept but I am reluctant to sign what I consider an open end contract that only favors the city. This brings me to objections to signing this agreement.

These agreements do not address the fact that currently and has been since before I purchased the property, underground utilities passing through the proposed easement areas. There is currently underground electric and water lines going to my existing shed and sea wall. In any agreement that I sign, the agreement will need to mention these utilities and an agreement that the city of Napoleon will replace these utilities at City cost and restore them to pre-construction condition.

Also the current agreement will need to include an agreement that the city will not place equipment permanently above ground or construct permanent structures above ground within these easement areas. In essence there will be nothing placed by the city visible above ground after the construction project is complete and restored to pre-construction condition as long as my spouse and/or I have ownership of the property.

If these additions to the easement agreements can be included, I will sign the agreements immediately upon receipt of new agreements.

Respectfully,



John A. Cichocki, Sr