



CITY OF NAPOLEON, OHIO

LAW DEPARTMENT

255 W. RIVERVIEW AVENUE, PO Box 151
NAPOLEON, OH 43545
PHONE: 419.592.3503 - FAX: 419.592.4723

Friday, January 16, 2015

Mr. and Mrs. John A. Cichocki, Sr.
210 West Maumee Ave.
Napoleon, Ohio 43545

Dear Mr. and Mrs. Cichocki:

I have enclosed the latest version of both the Temporary Easement and the Perpetual Easement. I have changed the Grantee section I hope these changes fully address your concerns. If you have any questions or concerns feel free to contact my office, thank you.

Sincerely,

Trevor M. Hayberger
City Law Director

tmh/skr

City Law Director
Trevor M. Hayberger
thayberger@napoleonohio.com

Executive Assistant
Sheryl K. Rathge
srathge@napoleonohio.com

TEMPORARY SEWER EASEMENT

KNOW ALL MEN BY THESE PRESENTS: That, John A. Cichocki, Sr. and Ellie S. Cichocki, husband and wife, herein referred to as the Grantors, whose tax mailing address is 210 West Maumee Ave., Napoleon, Ohio, 43545, 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 temporary Sewer Easement to lay, install, construct, reconstruct, erect, use, repair, supplement, maintain, operate, and/or remove, at any time or times hereafter, its sanitary sewers. The aforementioned temporary sewers for the purpose of this Easement consist of one or more collection lines, having a variable number of pipes and all necessary or desirable appurtenances thereto, 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:

SEE ATTACHED "LEGAL DESCRIPTION", INCORPORATED HERETO.
SEE ATTACHED EXHIBIT "A", INCORPORATED HERETO FOR ILLUSTRATION PURPOSES ONLY.

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

The Grantors claim title to the above described property by virtue of a deed record recorded in Official Records **VOLUME 222, PAGE 1795** 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 locations which will not unreasonably interfere with any reasonable use the Grantors will make of the land. Additionally, the Grantee acknowledges that should the Grantee cause damage to Grantors already existing underground utilities, the City would restore or replace said underground utilities at the City's expense. Also, the City agrees, except for manhole castings that are flush with the ground, that as long as the Grantors are owners of the property the City will not permanently place equipment or construct permanent structures above ground within the easement area.

The consideration recited herein shall constitute full and final payment for said easement and all damages sustained and/or claimed by the Grantors, their 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 Temporary Sewer and all appurtenances thereto, including but not limited to those known or unknown, those legal, equitable or otherwise and those direct, incidental or consequential. 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 Temporary Sewer(s) without claim of damage to the trees or brush by the Grantors.

TO HAVE AND TO HOLD said Easement, together with all rights and privileges belonging thereto unto the Grantee and its successors and assigns. 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 until October 31, 2015.

The Grantors hereby covenant that they are the true and lawful Owner of the above described real estate and have full power and authority to convey the same; 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 TESTIMONY WHEREOF, John A. Cichocki Sr. and Ellie S. Cichocki, the Grantors, have executed this Temporary Easement this _____ day of _____, 201_____.

John A. Cichocki, Sr.

Ellie S. Cichocki

STATE OF OHIO }
 }
 } ss:
COUNTY OF HENRY }

Before me a Notary Public in and for said County, personally appeared the above named, John A. Cichocki, Sr. and Ellie S. Cichocki, the Grantors, who acknowledged 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 _____ day of _____, 201_____.

Notary Public

ACCEPTED BY:

Monica S. Ireland, City Manager

Date

THIS INSTRUMENT PREPARED AND APPROVED BY:

Trevor M. Hayberger
City of Napoleon Law Director
255 West Riverview Avenue
(419) 592-3503

EASEMENT DESCRIPTION PREPARED BY:

Nick E. Nigh, P.S. of Peterman Associates, Inc.
Registered Surveyor No 7384

LEGAL DESCRIPTION VERIFIED BY:

Chad Lulfs P.S. P.E., Napoleon Engineer

PERPETUAL EASEMENT

KNOW ALL MEN BY THESE PRESENTS: That, John A. Cichocki, Sr. and Ellie S. Cichocki, husband and wife, herein referred to as the Grantors, whose tax mailing address is 210 West Maumee Avenue, Napoleon, Ohio, 43545, 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 Sanitary Sewer Easement to lay, install, construct, reconstruct, erect, use, repair, supplement, maintain, operate, and/or remove, at any time or times hereafter, its sanitary sewers. The aforementioned sanitary sewers for the purpose of this Easement consist of one or more collection lines, having a variable number of pipes and all necessary or desirable appurtenances thereto, 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:

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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 locations which will not unreasonably interfere with any reasonable use the Grantors will make of the land. Additionally, the Grantee acknowledges that should the Grantee cause damage to Grantors already existing underground utilities, the City would restore or replace said underground utilities at the City's expense. Also, the City agrees, except for manhole castings that are flush with the ground, that as long as the Grantors are owners of the property the City will not permanently place equipment or construct permanent structures above ground within the easement area.

The consideration recited herein shall constitute full and final payment for said easement and all damages sustained and/or claimed by the Grantors, their 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 Sanitary Sewer and all appurtenances thereto, including but not limited to those known or unknown, those legal, equitable or otherwise and those direct, incidental or consequential. 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 Sanitary Sewer(s) without claim of damage to the trees or brush by the Grantors.

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 Grantors hereby covenant that they are the true and lawful Owner of the above described real estate and have full power and authority to convey the same; 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 TESTIMONY WHEREOF, John A. Cichocki Sr. and Ellie S. Cichocki, the Grantors, have executed this Perpetual Easement this _____ day of _____, 201_____.

John A. Cichocki, Sr.

Ellie S. Cichocki

STATE OF OHIO }
 }
 } ss:
COUNTY OF HENRY }

Before me a Notary Public in and for said County, personally appeared the above named, John A. Cichocki, Sr. and Ellie S. Cichocki, the Grantors, who acknowledged 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 _____ day of _____, 201_____.

Notary Public

ACCEPTED BY:

Monica S. Ireland, City Manager

Date

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