

TEMPORARY EASEMENT FOR UTILITY PURPOSES

Know All Men By These Presents: That Wilma Yahney, an unmarried woman of legal age, whose tax mailing address is 1432 Ohio Street, 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 sanitary sewer system, 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 205, Page 317** and being part of Lot 14 of Bockelman's 3rd Addition, City of Napoleon, Napoleon Township, Henry County, Ohio, and being more particularly described as follows:

Commencing at a point being the southwest corner of said Lot 14; thence, northerly along the westerly line of said Lot 14, a distance of ninety-five and zero hundredths (95.00) feet to the POINT OF BEGINNING; thence, continuing northerly along said westerly line of Lot 14, a distance of five and zero hundredths (5.00) feet to a point on the southerly line of an existing utility strip, being the northerly five (5) feet of said Lot 14; thence, easterly along said southerly line of the utility strip, a distance of seventy-three and twenty-seven hundredths (73.27) feet to a point on the easterly line of said Lot 14; thence, southerly along said easterly line of Lot 14, a distance of five and zero hundredths (5.00) feet to a point; thence, westerly and parallel to said southerly line of the utility strip, a distance of seventy-three and twenty-seven hundredths (73.27) feet to the POINT OF BEGINNING and containing 366.35 square feet (0.008 acres) of land, more or less.

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 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, 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 Ohio Street Sanitary Sewer Improvement Project and then terminate. **Regardless, this easement shall terminate no later than January 1, 2003.**

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

200000008494
Filed for Record in
HENRY COUNTY OHIO
ARLENE A WALLACE
On 03-09-2000 At 02:19 pm.
EASEMENT 14.00
OR Volume 66 Page 846 - 847

liens and encumbrances whatsoever, except the following: _____

IN WITNESS WHEREOF: Wilma Yahney, the Grantor, has executed this Temporary Easement for Utility Purposes this 8th day of March, 2000.

Signed and acknowledged in the presence of:

Adam Hoff
Ted Rohrs

Wilma Yahney
Wilma Yahney

200000008494
CITY OF NAPOLEON
SHERYL 592-3503

STATE OF OHIO }

COUNTY OF HENRY }

SS:

Before me a Notary Public in and for said County, personally appeared the above named Wilma Yahney, 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 8th day of MARCH, 2000.

(seal)

Ted Rohrs
Notary Public

TED ROHRS
NOTARY PUBLIC, STATE OF OHIO
COMMISSION EXPIRES NOVEMBER 5, 2001

Accepted by:

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

8 MAR 00
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