
TEMPORARY EASEMENT FOR UTILITY PURPOSES

Know All Men By These Presents: That Shirley L. Casteel, an unmarried woman of legal age, whose tax mailing address is 1465 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 216, Page 230** and being part of the Lots 10, 11 and 12 of Bockelman's 3rd Addition, City of Napoleon, Napoleon Township, Henry County, Ohio, and being more particularly described as follows:

Being the westerly six and twenty-six hundredths (6.26) feet of said Grantor's parcel, further described as: commencing at a point being the intersection of the southerly right-of-way of Ohio Street and the easterly right-of-way of Glenwood Avenue; thence, easterly along said southerly right-of-way of Ohio Street, a distance of one hundred, ten and zero hundredths (110.00) feet to an iron pin and the POINT OF BEGINNING; thence, continuing easterly along said southerly right-of-way of Ohio Street, a distance of six and twenty-six hundredths (6.26) feet to a point; thence, southerly and parallel to said easterly right-of-way of Glenwood Avenue, a distance of ninety-two and fifty-six hundredths (92.56) feet to a point; thence, North 85°23' West and parallel to the south line of said Lot 10, a distance of six and twenty-eight hundredths (6.28) feet to a point; thence, northerly and parallel to said easterly right-of-way of Glenwood Avenue, a distance of ninety-two and three hundredths (92.03) feet to the POINT OF BEGINNING and containing 577.74 square feet (0.013 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 liens and encumbrances whatsoever, except the following:

IN WITNESS WHEREOF: Shirley L. Casteel, the Grantor, has executed this Temporary Easement for Utility Purposes this 9th day of ~~February~~ MARCH, 2000.

Signed and acknowledged in the presence of:

Adam Hoff
Darel M. AusterMiller

Shirley L. Casteel
Shirley L. Casteel

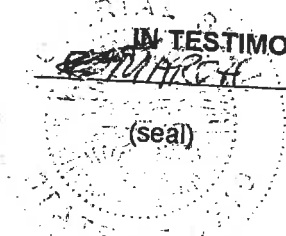
200000008552
Filed for Record in
HENRY COUNTY OHIO
ARLENE A WALLACE
On 03-14-2000 At 09:39 am.
EASEMENT 14.00
OR Volume 66 Page 1068 - 1069

STATE OF OHIO
COUNTY OF HENRY

ss:

Before me a Notary Public in and for said County, personally appeared the above named Shirley L. Casteel, 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 9th day of ~~MARCH~~ MARCH, 2000.



(seal)

Darel M. AusterMiller
Notary Public
DAREL AUSTERMILLER
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES: 6/12/2000

Accepted by:

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

10 MAR 00
Date

200000008552
CITY OF NAPOLEON
PICK UP 592-3503

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