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## TEMPORARY EASEMENT FOR UTILITY PURPOSES

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*Know All Men By These Presents:* That Randy L. Eitzman, a married man of legal age, whose tax mailing address is 511 Vine 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 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 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 243, Page 152** and being the Easterly five (5) feet of Lot Number Two (2) of A.H. Kagy's Subdivision of Lot Number Fourteen (14) 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 West right-of-way line of Vine Street; thence South 0°04'18" East along said West right-of-way line of Vine Street a distance of one hundred, forty-three and zero hundredths (143.00) feet to the **POINT OF BEGINNING**; thence continuing South 0°04'18" East along said West right-of-way line of Vine Street a distance of seventy-nine and fifty hundredths (79.50) feet to a point; thence South 89°55'42" West and perpendicular to said West right-of-way line of Vine Street a distance of five and zero hundredths (5.00) feet to a point; thence North 0°04'18" West and parallel to said West right-of-way line of Vine Street a distance of seventy-nine and fifty hundredths (79.50) feet to a point; thence North 89°55'42" East and perpendicular to said West right-of-way line of Vine Street a distance of five and zero hundredths (5.00) feet to the **POINT OF BEGINNING** and containing 397.50 square feet (0.009 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 Grantor, his 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 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 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.

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 Grantor hereby covenants that he 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, Randy L. Eitzman, the Grantor, has executed this Temporary Easement for Utility Purposes this 24<sup>th</sup> day of FEBRUARY, 1999.

Signed and acknowledged in the presence of:

Ruth Austermilller  
Darel Austermilller

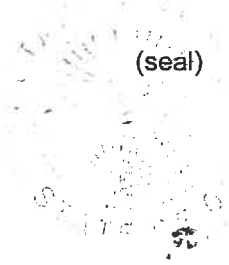
Randy L. Eitzman  
Randy L. Eitzman

STATE OF OHIO }  
COUNTY OF HENRY }

ss:

Before me a Notary Public in and for said County, personally appeared the above named Randy L. Eitzman, the Grantor, who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 24<sup>th</sup> day of FEBRUARY, 1999.



Darel Austermilller  
Notary Public  
DAREL AUSTERMILLER  
NOTARY PUBLIC, STATE OF OHIO  
MY COMMISSION EXPIRES: 6/12/2001

IN WITNESS WHEREOF: Peggy M. Eitzman, the spouse of the Grantor, Randy L. Eitzman, does hereby release all rights of dower for this Temporary Easement for Utility Purpose this 24<sup>th</sup> day of FEBRUARY, 1999.

Signed and acknowledged in the presence of:

Ruth Auster Miller  
Darel Auster Miller

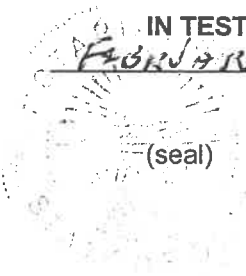
Peggy M. Eitzman  
Peggy M. Eitzman

STATE OF OHIO }  
COUNTY OF HENRY }

SS:

Before me a Notary Public in and for said County, personally appeared the above named Peggy M. Eitzman, the spouse of the Grantor, Randy L. Eitzman, 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 24<sup>th</sup> day of FEBRUARY, 1999.



Darel Auster Miller  
Notary Public  
DAREL 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

9900002287  
Filed for Record in  
HENRY COUNTY OHIO  
ARLENE A WALLACE  
On 04-07-1999 At 12:51:40 pm.  
EASEMENT 18.00  
OR Volume 48 Page 756 - 758  
9900002287  
CITY OF NAPOLEON  
PICK UP

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

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