

TEMPORARY EASEMENT FOR UTILITY PURPOSES

Know All Men By These Presents: That Todd M. Kruse and Katherine L. Kruse, husband and wife, whose tax mailing address is 522 Vine Street, Napoleon, Ohio, 43545, the Grantors, 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, do 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 Grantors' parcel recorded in Deed/Official Records Volume 8, Page 516 and being the Westerly five (5) feet of Lot Number Two (2) of W.E. Hoy's Subdivision of S.M. Hague's Subdivision of Lot Number Thirteen (13) 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 East right-of-way line of Vine Street; thence South 0°04'18" East along said East right-of-way line of Vine Street a distance of sixty and zero hundredths (60.00) feet to an iron pin and the POINT OF BEGINNING; thence continuing South 0°04'18" East along said East right-of-way line of Vine Street a distance of forty-five and zero hundredths (45.00) feet to an iron pin; thence North 89°55'42" East and perpendicular to said East 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 East right-of-way line of Vine Street a distance of forty-five and zero hundredths (45.00) feet to a point; thence South 89°55'42" West and perpendicular to said East right-of-way line of Vine Street a distance of five and zero hundredths (5.00) feet to the POINT OF BEGINNING and containing 225.00 square feet (0.005 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 Grantors, their heirs, executors, administrators, successors, and assigns, including but not limited to all damages to the remainder of the Grantors' 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 Grantors' 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 Grantors hereby covenant that they are the true and lawful Owners of the above described real estate and have 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: Todd M. Kruse and Katherine L. Kruse, the Grantors, have executed this Temporary Easement for Utility Purposes this 11<sup>th</sup> day of FEBRUARY, 1999.

Signed and acknowledged in the presence of:

Roxanne Dietrich
Darl Austermitter

Todd M. Kruse
Todd M. Kruse

Roxanne Dietrich
Darl Austermitter

Katherine L. Kruse
Katherine L. Kruse

STATE OF OHIO
COUNTY OF HENRY

ss:

Before me a Notary Public in and for said County, personally appeared the above named Todd M. Kruse and Katherine L. Kruse, the Grantors, who acknowledged that 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 11<sup>th</sup> day of FEBRUARY, 1999.

(seal)

Darl Austermitter
Notary Public

Accepted by:

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

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

9900002288
Filed for Record in HENRY COUNTY OHIO
ARLENE A WALLACE
On 04-07-1999 At 12:51:59 pm.
EASEMENT 14.00
OR Volume 48 Page 759 - 760
9900002288
CITY OF NAPOLEON
PICK UP

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

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## TEMPORARY EASEMENT FOR UTILITY PURPOSES

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*Know All Men By These Presents:* That Tony Marks and Amy Marks, husband and wife, whose tax mailing address is 519 Vine Street, Napoleon, Ohio, 43545, the Grantors, 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, do 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 Grantors' parcel recorded in Deed/Official Records **Volume 261, Page 302** and being the Easterly five (5) feet of Lot Number Three (3) 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 seventy-one and fifty hundredths (71.50) feet to an iron pin and 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-one and fifty hundredths (71.50) 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-one and fifty hundredths (71.50) 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 357.50 square feet (0.008 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 Grantors, their heirs, executors, administrators, successors, and assigns, including but not limited to all damages to the remainder of the Grantors' 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 Grantors' 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 Grantors hereby covenant that they are the true and lawful Owners of the above described real estate and have 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: Tony Marks and Amy Marks, husband and wife, the Grantors, have executed this Temporary Easement for Utility Purposes this 18<sup>TH</sup> day of FEB, 1999.

Signed and acknowledged in the presence of:

Denis Edgar
Paul AusterMiller
Ruth AusterMiller
Paul AusterMiller

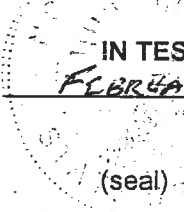
Tony Marks
Amy Marks

STATE OF OHIO
COUNTY OF HENRY

ss:

Before me a Notary Public in and for said County, personally appeared the above named Tony Marks and Amy Marks, the Grantors, who acknowledged that 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 18<sup>TH</sup> day of FEBRUARY, 1999.



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

Accepted by:

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. Includes recording details: 9900002289, Filed for Record in HENRY COUNTY OHIO, ARLENE A WALLACE, On 04-07-1999 At 12:52:10 pm., EASEMENT 14.00, OR Volume 48 Page 761 - 762, 9900002289, CITY OF NAPOLEON, PICK UP.

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

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