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## TEMPORARY EASEMENT FOR UTILITY PURPOSES

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*Know All Men By These Presents:* That Mary Lou Zwiebel, an unmarried woman of legal age, whose tax mailing address is 417 Welsted 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:

The Northerly five (5) feet of the Grantor's parcel recorded in Deed/Official Records **Volume 242, Page 571 and Volume 255, Page 1101** and being part of Lot Number Fifteen (15) of Phillip's and Stafford's Addition of Outlots, City of Napoleon, Napoleon Township, Henry County, Ohio, more particularly described as follows:

**BEGINNING** at a point being the intersection of the South right-of-way line of Welsted Street and the West right-of-way line of Avon Place; thence North 89°56'30" West along said South right-of-way line of Welsted Street a distance of one hundred, eighty-six and fifty hundredths (186.50) feet to a point; thence South 0°03'30" West and perpendicular to said South right-of-way line of Welsted Street a distance of five and zero hundredths (5.00) feet to a point; thence South 89°56'30" East and parallel to said South right-of-way line of Welsted Street a distance of one hundred, eighty-two and ninety-nine hundredths (182.99) feet to a point on said West right-of-way line of Avon Place; thence North 35°08'10" East along said West right-of-way line of Avon Place a distance of six and eleven hundredths (6.11) feet to the **POINT OF BEGINNING** and containing 923.73 square feet (0.021 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, 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 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 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: Mary Lou Zwiebel, the Grantor, has executed this Temporary Easement for Utility Purposes this 11 day of February, 1999.

Signed and acknowledged in the presence of:

Daryl Auster Miller  
Roxanne Dietrick

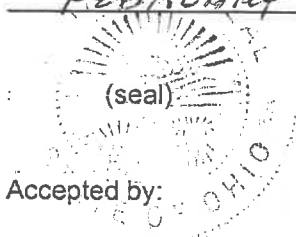
Mary Lou Zwiebel  
Mary Lou Zwiebel

STATE OF OHIO  
COUNTY OF HENRY

ss:

Before me a Notary Public in and for said County, personally appeared the above named Mary Lou Zwiebel, 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 11 day of FEBRUARY, 1999.



Accepted by:

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

Daryl Auster Miller  
Notary Public

MY COMMISSION EXPIRES: 03/12/99  
DAREL AUSTER MILLER  
NOTARY PUBLIC, STATE OF OHIO

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

9900002332  
Filed for Record in  
HENRY COUNTY OHIO  
ARLENE A WALLACE  
On 04-07-1999 At 01:09:00 pm.  
EASEMENT 14.00  
OR Volume 48 Page 860 - 861  
9900002332  
CITY OF NAPOLEON  
PICK UP

**Easement Description Provided and Verified By:**

*Adam C. Hoff, P.E. - City Engineer*