

## TEMPORARY EASEMENT FOR UTILITY PURPOSES

*Know All Men By These Presents:* That Jon M. Swary and Lisa A. Swary, husband and wife, whose tax mailing address is 428 Welsted 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:

The Southerly five (5) feet of the Grantors' parcel recorded in Deed/Official Records **Volume 47, Page 252** and being part of the East half (1/2) of Lot Number Twelve (12) of Phillip's and Stafford's Addition of Outlots, City of Napoleon, Napoleon Township, Henry County, Ohio, more particularly described as follows:

Commencing at a point being the intersection of the North right-of-way line of Welsted Street and the East right-of-way line of Vine Street; thence South 89°56'30" East along said North right-of-way line of Welsted Street a distance of two hundred, six and twenty-five hundredths (206.25) feet to the **POINT OF BEGINNING**; thence continuing South 89°56'30" East along said North right-of-way line of Welsted Street a distance of seventy-four and twenty-five hundredths (74.25) feet to an iron pin; thence North 0°03'30" East and perpendicular to said North right-of-way line of Welsted Street a distance of five and zero hundredths (5.00) feet to a point; thence North 89°56'30" West and parallel to said North right-of-way line of Welsted Street a distance of seventy-four and twenty-five hundredths (74.25) feet to a point; thence South 0°03'30" West and perpendicular to said North right-of-way line of Welsted Street a distance of five and zero hundredths (5.00) feet to the **POINT OF BEGINNING** and containing 371.25 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 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: Jon M. Swary and Lisa A. Swary, the Grantors, have executed this Temporary Easement for Utility Purposes this 29<sup>th</sup> day of MARCH, 1999.

Signed and acknowledged in the presence of:

*[Signatures of Notary and Witnesses]*

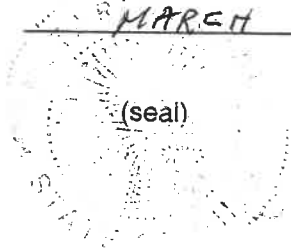
*[Signatures of Grantors]*  
Jon M. Swary  
Lisa A. Swary

STATE OF OHIO }  
COUNTY OF HENRY }

SS:

Before me a Notary Public in and for said County, personally appeared the above named Jon M. Swary and Lisa A. Swary, 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 29<sup>th</sup> day of MARCH, 1999.



*[Signature of Notary]*  
Notary Public  
DAREL AUSTERMILLER  
NOTARY PUBLIC, STATE OF OHIO  
MY COMMISSION EXPIRES: 6/2/2001

Accepted by:

*[Signature of Roger L. Noblit, Jr.]*  
Dr. Jon A. Bisher, City Manager  
Roger L. Noblit, Jr., Acting City Manager

4/6/99  
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

9900002267  
Filed for Record in  
HENRY COUNTY OHIO  
ARLENE A WALLACE  
On 04-07-1999 At 12:45:16 pm.  
EASEMENT 14.00  
OR Volume 48 Page 704 - 705  
9900002267  
CITY OF NAPOLEON  
PICK UP

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