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## TEMPORARY EASEMENT FOR UTILITY PURPOSES

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*Know All Men By These Presents:* That Martha E. Phillips, an unmarried woman of legal age, whose tax mailing address is 440 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:

Part of the Grantor's parcel recorded in Deed/Official Records **Volume 243, Page 230** and being the Southerly five (5) feet of Lot Number Six (6) 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 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 sixty-six and zero hundredths (66.00) 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 sixty-six and zero hundredths (66.00) feet to a point; 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 sixty-six and zero hundredths (66.00) 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 330.00 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 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: Martha E. Phillips, the Grantor, has executed this Temporary Easement for Utility Purposes this 6<sup>th</sup> day of FEBRUARY, 1999.

Signed and acknowledged in the presence of:

Adam Hoff  
Darel AusterMiller

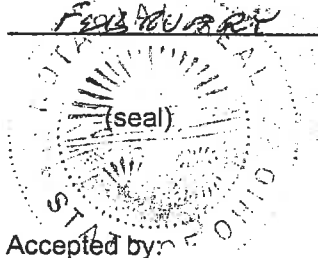
Martha E. Phillips  
Martha E. Phillips

STATE OF OHIO }  
COUNTY OF HENRY }

ss:

Before me a Notary Public in and for said County, personally appeared the above named Martha E. Phillips, 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 6<sup>th</sup> day of FEBRUARY, 1999.



Accepted by:

Darel AusterMiller  
Notary Public  
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

9900002327 C  
Filed for Record in  
HENRY COUNTY OHIO  
ARLENE A WALLACE  
On 04-07-1999 At 01:07:19 pm.  
EASEMENT 14.00  
OR Volume 48 Page 850 - 851  
9900002327  
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 Martha E. Phillips, an unmarried woman of legal age, whose tax mailing address is 440 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:

Part of the Grantor's parcel recorded in Deed/Official Records **Volume 32, Page 149** and being the Westerly and Southerly five (5) feet of Lot Number Five (5) 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:

**BEGINNING** 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 sixty-six and zero hundredths (66.00) feet to a point; 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 sixty-one and zero hundredths (61.00) 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 ninety-eight and zero hundredths (98.00) 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 a point; thence South 0°04'18" West along said West right-of-way line of Vine Street a distance of one hundred, three and zero hundredths (103.00) feet to the **POINT OF BEGINNING** and containing 820.00 square feet (0.019 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.

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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: Martha E. Phillips, the Grantor, has executed this Temporary Easement for Utility Purposes this 6<sup>th</sup> day of FEBRUARY, 1999.

Signed and acknowledged in the presence of:

Adam Hoff  
Darel Austermilller

Martha E. Phillips  
Martha E. Phillips

STATE OF OHIO  
COUNTY OF HENRY

SS:

Before me a Notary Public in and for said County, personally appeared the above named Martha E. Phillips, 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 6<sup>th</sup> day of FEBRUARY, 1999.



Darel Austermilller  
Notary Public

**DAREL AUSTERMILLER**  
NOTARY PUBLIC, STATE OF OHIO  
MY COMMISSION EXPIRES: 6/13/2001

Dr. 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**

9900002326 C  
Filed for Record in  
HENRY COUNTY OHIO  
ARLENE A WALLACE  
On 04-07-1999 At 01:07:03 pm.  
EASEMENT 14.00  
OR Volume 48 Page 848 - 849  
9900002326  
CITY OF NAPOLEON  
PICK UP

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

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