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## TEMPORARY EASEMENT FOR UTILITY PURPOSES

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*Know All Men By These Presents:* That Dean E. Flightner and Suzanne E. Flightner, husband and wife, whose tax mailing address is 443 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 Northerly five (5) feet of the Grantors' parcel recorded in Deed/Official Records **Volume 244, Page 536** and being part of Lots Number Seventeen (17) 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 South right-of-way line of Welsted Street and the East right-of-way line of Haley Avenue; thence South 89°56'30" East along said South right-of-way line of Welsted Street a distance of five hundred, twenty-six and zero hundredths (526.00) feet to an iron pin and the **POINT OF BEGINNING**; thence continuing South 89°56'30" East along said South 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 South 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 South 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 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 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: Dean E. Flightner and Suzanne E. Flightner, the Grantors, have executed this Temporary Easement for Utility Purposes this 5 day of February, 1999.

Signed and acknowledged in the presence of:

Adam Hoff
Roxanne Dietrich
Adam Hoff
Roxanne Dietrich

Dean E. Flightner
Dean E. Flightner

Suzanne E. Flightner
Suzanne E. Flightner

STATE OF Ohio
COUNTY OF Henry

ss:

Before me a Notary Public in and for said County, personally appeared the above named Dean E. Flightner and Suzanne E. Flightner, 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 5 day of February, 1999.

(seal)

Accepted by:

Dr. Jon A. Bisher, City Manager

Darel AusterMiller
Notary Public
DAREL AUSTERMILLER
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES: 2/12/2001

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
Filed for Record in HENRY COUNTY OHIO
ARLENE A WALLACE
On 04-07-1999 At 01:05:37 pm.
EASEMENT 14.00
DR Volume 48 Page 836 - 837
9900002321
CITY OF NAPOLEON
PICK UP

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