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## TEMPORARY EASEMENT FOR UTILITY PURPOSES

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*Know All Men By These Presents:* That Kenneth W. Frysinger and Peggy A. Frysinger, husband and wife, whose tax mailing address is 501 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 227, Page 929** and being part of Lot Number Eighteen (18) 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 three hundred, sixty-one and zero hundredths (361.00) feet to 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: Kenneth W. Frysinger and Peggy A. Frysinger, the Grantors, have executed this Temporary Easement for Utility Purposes this 10 day of Feb, 1999.

Signed and acknowledged in the presence of:

Kristi Arps  
Linda J. Helmke  
Linda J. Helmke  
Kristi Arps

Kenneth W. Frysinger  
Kenneth W. Frysinger

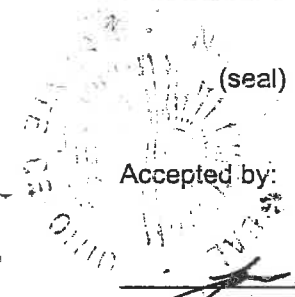
Peggy A. Frysinger  
Peggy A. Frysinger

STATE OF Ohio  
COUNTY OF Henry

ss:

Before me a Notary Public in and for said County, personally appeared the above named Kenneth W. Frysinger and Peggy A. Frysinger, 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 10 day of February, 1999.



Linda J. Helmke  
Notary Public

Accepted by:  
Jon A. Bisher  
Dr. Jon A. Bisher, City Manager

12 MAR 99  
Date

**This Instrument Prepared  
and Approved By:**  
David M. Grahm  
City of Napoleon Law Director  
255 West Riverview Avenue  
Napoleon, Ohio 43545  
(419) 592-3503

Linda J. Helmke  
183336  
Notary Public, State of Ohio  
My Commission Expires June 25, 200  
Recorded In Defiance County

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

9900002331  
CITY OF NAPOLEON  
PICK UP

Z:\chletters\EASEMENT\Frysinger  
\* 9900002331 C D  
Filed for Record in  
HENRY COUNTY OHIO  
ARLENE A WALLACE  
On 04-07-1999 At 01:08:36 pm.  
EASEMENT 14.00  
OR Volume 48 Page 858 - 859