

TEMPORARY EASEMENT FOR UTILITY PURPOSES

Know All Men By These Presents: That Scott A. Gerken and Lori F. Gerken, husband and wife, whose tax mailing address is 504 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:

Part of the Grantors' parcel recorded in Deed/Official Records Volume 257, Page 452 and being the Easterly and Southerly five (5) feet of Lot Number One (1) of Kagy's Subdivision of Lot Number Fourteen (14) 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 West right-of-way line of Vine Street; thence North 89°56'30" West along said North right-of-way line of Welsted Street a distance of one hundred, fifty-six and forty-two hundredths (156.42) 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 South 89°56'30" East and parallel to said North right-of-way line of Welsted Street a distance of one hundred, fifty-one and forty-two hundredths (151.42) feet to a point; thence North 0°04'18" West and parallel to said West right-of-way line of Vine Street a distance of sixty-nine and fifty hundredths (69.50) feet to a point; thence North 89°55'42" East and perpendicular to said West 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 seventy-four and fifty hundredths (74.50) feet to the **POINT OF BEGINNING** and containing 1,129.60 square feet (0.026 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: Scott A. Gerken and Lori F. Gerken, the Grantors, have executed this Temporary Easement for Utility Purposes this 23rd day of FEBRUARY, 1999.

Signed and acknowledged in the presence of:

Adam Hoff
Darel Austermill
Adam Hoff
Darel Austermill

Scott A. Gerken
Scott A. Gerken

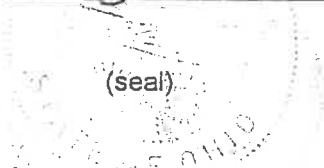
Lori F. Gerken
Lori F. Gerken

STATE OF OHIO
COUNTY OF HENRY

SS:

Before me a Notary Public in and for said County, personally appeared the above named Scott A. Gerken and Lori F. Gerken, 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 23rd day of FEB, 1999.



Accepted by:

Darel Austermill
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

9900002330^{CC}
Filed for Record in
HENRY COUNTY OHIO
ARLENE A WALLACE
On 04-07-1999 At 01:08:10 pm.
EASEMENT 14.00
OR Volume 48 Page 856 - 857
9900002330
CITY OF NAPOLEON
PICK UP

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

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