Permanent Easement For Water Main Utility Purposes

KNOW ALL MEN BY THESE PRESENTS: That I, John Worchuck, 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, 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 forever, a Permanent Easement and Right-of-Way for Water Main Utility Purposes, together with the right to erect, construct, and install and thereafter use, operate, inspect, repair, maintain, replace and remove said water main utilities, together with all necessary piping, and all other appurtenances thereto, over, through and across the following described real estate situated in the City of Napoleon, County of Henry and State of Ohio to wit:

A part of the following described parcel of land;

> **Being a piece of land five feet (5') by five feet (5') in dimension centered seven feet (7') East of the Westerly property line of Lot 31 of the Gerken-Hoeffel 3rd Addition to the City of Napoleon and contiguous to the Southerly right-of-way line.**

Owners of the parcel of land described herein claim title by deed recorded in Volume 257 at Page 551 of the Henry County Deed Records.

TO HAVE AND TO HOLD said Easement, together with all rights and privileges belonging thereto unto the Grantee, its successors and assigns forever.

The consideration recited herein shall constitute full and final payment for all damages sustained and/or claimed by the Grantor, his 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, use, operation, inspection, repair, maintenance, replacement and/or removal of said overhead water main utilities 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 will 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 forever.

The Grantors hereby covenants 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: John Worchuck, the Grantor has executed this Permanent Easement for Water Main Utility Purposes this 30th day of November, 1995.

Signed and acknowledged
in the presence of:

Adam Hoff

Brent H. Dammann

John Worchuck

John Worchuck

STATE OF OHIO)
COUNTY OF Henry) ss:

Before me a Notary Public in and for said County, personally appeared the above named John Worchuck, the Grantor, who acknowledged that he did sign the foregoing instrument and that same is his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 3th day of November, 1995.

(seal)

1145 Westmont

Sheryl K. Rathgeneer Westhoven
Notary Public

This Instrument Prepared By:
City of Napoleon
Engineering Department

SHERYL K. WESTHOVEN
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES OCTOBER 15, 1996