
TEMPORARY EASEMENT FOR UTILITY PURPOSES

Know All Men By These Presents: That Lorna A. Elling and Melvin G. Meienberg, Co-Trustees of the Meienberg Living Trust, whose tax mailing address is 1201 Woodlawn Avenue, 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 a sanitary sewer system, and all appurtenances thereto, in, over, through, and across 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 250, Page 365** and being part of Lots 17 and 18 of Bockelman's 3rd Addition, City of Napoleon, Napoleon Township, Henry County, Ohio, and being more particularly described as follows:

Commencing at a point being the intersection of the northerly right-of-way of Ohio Street and the easterly right-of-way of Glenwood Avenue; thence, easterly along said northerly right-of-way of Ohio Street, a distance of one hundred, ten and zero hundredths (110.00) feet to a point being the southwesterly corner of said Lot 18; thence, continuing easterly along said northerly right-of-way of Ohio Street, a distance of twenty-three and four hundredths (23.04) feet to a point; thence, northerly and parallel to said easterly right-of-way of Glenwood Avenue, a distance of ninety-five and zero hundredths (95.00) feet to the POINT OF BEGINNING; thence, easterly and parallel to said northerly right-of-way of Ohio Street, a distance of one hundred, twenty and zero hundredths (120.00) feet to a point; thence, northerly and parallel to said easterly right-of-way of Glenwood Avenue, a distance of five and zero hundredths (5.00) feet to a point on the southerly line of an existing utility strip being the northerly five (5) feet of said Lots 17 and 18; thence, westerly along said southerly line of the utility strip and parallel to said northerly right-of-way of Ohio Street, a distance of one hundred, twenty and zero hundredths (120.00) feet to a point; thence, southerly and parallel to said easterly right-of-way of Glenwood Avenue, a distance of five and zero hundredths (5.00) feet to the POINT OF BEGINNING and containing 600.00 square feet (0.014 acres) of land, more or less.

The consideration recited herein shall constitute full and final payment for said easement and all damages sustained and/or claimed by the Grantor, its 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 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, except that this restoration provision shall not be applicable to tile and sidewalks where the same are part of an assessed project.

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 Ohio Street Sanitary Sewer Improvement Project and then terminate. **Regardless, this easement shall terminate no later than January 1, 2003.**

The Grantor hereby covenants that the Meienberg Living Trust 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: Lorna A. Elling and Melvin G. Meienberg, Co-Trustees of the Meienberg Living Trust, the Grantor, have executed this Temporary Easement for Utility Purposes this 16th day of March, 2000.

Signed and acknowledged in the presence of:

[Signature]

Roxanne Dietrich

Lorna A. Elling
Lorna A. Elling, Co-Trustee of the Meienberg Living Trust, dated January 19, 1993

STATE OF Ohio }
COUNTY OF Henry }

ss:

Before me a Notary Public in and for said County, personally appeared the above named Lorna A. Elling, Co-Trustee of the Meienberg Living Trust, 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 16th day of March, 2000.

(seal)

Roxanne Dietrich
Notary Public

ROXANNE DIETRICH, NOTARY PUBLIC
In and for the State of Ohio
My Commission Expires June 23, 2002

Signed and acknowledged in the presence of:

[Signature]

Roxanne Dietrich

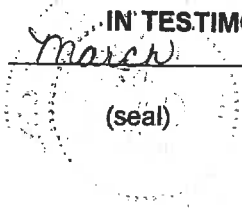
Melvin G. Meienberg
Melvin G. Meienberg, Co-Trustee of the Meienberg Living Trust, dated January 19, 1993

STATE OF Ohio }
COUNTY OF Henry }

ss:

Before me a Notary Public in and for said County, personally appeared the above named Melvin G. Meienberg, Co-Trustee of the Meienberg Living Trust, the Grantor, who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 16th day of March, 2000.



Roxanne Dietrich
Notary Public

ROXANNE DIETRICH, NOTARY PUBLIC
In and for the State of Ohio
My Commission Expires June 23, 2002

Accepted by:

Jon A. Bisher
Dr. Jon A. Bisher, City Manager

16 MAR 00
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

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

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200000008652
Filed for Record in
HENRY COUNTY OHIO
ARLENE A WALLACE
On 03-17-2000 At 03:27 pm.
EASEMENT 18.00
OR Volume 67 Page 229 - 231

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CITY OF NAPOLEON
CALL SHERYL 592-3503