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HENRY COUNTY OHIO
SARA L MYLES
11-03-2009 At 01:57 pm.
EASEMENT 44.00
OR Volume 247 Page 1515 - 1518

200900077203
CITY OF NAPOLEON
PICK-UP

TEMPORARY EASEMENT

KNOW ALL MEN BY THESE PRESENTS: That, James F. Fruth and Anna M. Fruth, husband and wife and being of legal age, whose tax mailing address is 944 Moser Drive, 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 organized under the laws of Ohio, 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 forever, a Temporary Easement to allow for the construction of storm sewer (drainage) improvements that are to be constructed on adjacent lands. Said easement will be used for placement and use of equipment, vehicles, material and temporary structures of contractors utilized by Grantee; moreover, for the storage and staging of material, and all other things commonly associated with construction of sewers, with further right of ingress to and egress from and over said premises (real estate) situated in the County of Henry and State of Ohio, and described as:

SEE ATTACHED EXHIBIT "A", INCORPORATED HERETO.

SEE ATTACHED EXHIBIT "B", INCORPORATED HERETO FOR ILLUSTRATIONAL PURPOSE ONLY.

SUBJECT TO ALL LEGAL HIGHWAYS, EASEMENTS, ZONING REGULATIONS, AND RESTRICTIONS OF RECORD.

The Grantor claims title to the above described property by virtue of a deed(s) recorded in **VOLUME 256 AT PAGE 772** of the deed records of Henry County, Ohio Recorder.

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 Grantor's real estate, that arise from or by reason of use of said easement, including but not limited to those known or unknown, those legal, equitable or otherwise and those direct, incidental or consequential. Nevertheless, Grantee agrees to restore the grounds by seeding and leveling.

TO HAVE AND TO HOLD said Easement, together with all rights and privileges belonging thereto unto the Grantee and its successors and assigns forever. This Temporary 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 forever. The provisions of this Temporary Easement will inure to the benefit of and bind the heirs and/or successors and assigns of the respective parties to it. **NOTWITHSTANDING ANY OTHER PROVISION OF THIS TEMPORARY EASEMENT, THIS**

Exhibit "A"

April 28, 2009

10' Wide Temporary Construction Easement
James F. Fruth and Anna M Fruth
944 Moser

Being a parcel of land in the City of Napoleon, Henry County, Ohio, being bounded and described as follows:

The North ten (10.00) feet of the South twenty-five (25.00) feet of the East eight-two and fifty-three hundredths (82.53') feet of a parcel of land as recorded in Official Record 256, Page 772, Henry County Deed Records, subject to any and all leases, easements and restrictions of record. Being the same as shown on the plans for Contract No. 2008-36, West and East Graceway Drive Sewer Improvements, prepared by Feller, Finch & Associates, Inc., on file with the City of Napoleon.

Said parcel of land recorded in Official Record 256, Page 772, Henry County Deed Records being described as follows:

The South one half (1/2) of lot number seventeen (17) in N. H. Hartman's subdivision of Outlots nine (9) and ten (10) in J. G. Lowe's Addition to the City of Napoleon, Henry County, Ohio.

Prepared by:

FELLER, FINCH & ASSOCIATES, INC.



D. Edward Thornton, P. S.
Professional Surveyor No. 7827

