

W. Riverview I & II

TEMPORARY EASEMENT

Know All Men By These Presents: That, Dorothy A. Arme, a now unmarried woman of legal age, whose tax mailing address is 847 Strong Street, 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 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 a sanitary sewer that is 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 a sanitary sewer, 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(S) "A1" and "A2", Incorporated by Reference hereto.

(All bearings stated above are assumed for the purpose of this description.)

The Grantor claims title to the above described property by virtue of a deed recorded in Deed Record **Volume 255 at Page 691** and an affidavit recorded in Official Record **Volume 39, Page 1003** of the 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 Grantor, her 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, except as otherwise provided herein, Grantee agrees to restore the grounds by seeding and leveling. The Temporary Easement and right-of-way hereby granted includes the right to cut, trim, and/or otherwise control any trees and/or brush which may endanger the safety of or interfere with the use of the said easement for its intended purpose without claim of damage.

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 Temporary Easement shall expire and become null and void on 08-01-2008, unless termination is by the Grantee earlier.**

The Grantor hereby covenants that the Trustee 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 Grantor will warrant and defend the title to the said easement against all lawful claims.

AUDITORS OFFICE

NOT TRANSFERRED

AUG 15 2007

Kevin J. Mc
HENRY CO. AUDITOR

RECEIVED

AUG 15 2007

Kevin J. Mc
HENRY CO. AUDITOR