33406

SEP 1 6 88

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PROJECT: NEYER PROPERTIES, SECTION 5

TOWNSHIP Union GRANTOR The Kruse Hardware Company, Inc.

Section 9 Town 2 Range 2 Page No. _____ Parcel No. _____

UTILITY PIPE LINE EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That THE KRUSE HARDWARE COMPANY, INC., an Ohio corporation, for and in consideration of Ten Dollars ($10.00) and for other good and valuable consideration to it paid by Butler County, Ohio, the Grantee, the receipt whereof is hereby acknowledged, does hereby grant, bargain, sell and convey forever, the following rights, privileges and easements, to wit:

The right to construct, use, maintain, operate and keep in repair, a pipe line and appurtenances for the conveying and distributing of a sanitary water supply, over and through certain real estate owned by the Grantor and being more particularly bounded and described as follows:

Situated and being in Section 9, Town 2, Range 2, Union Township, Butler County, Ohio, being part of Lot #29 of Neyer Properties, Section Five, and being a waterline easement more particularly described as follows:

Begin at a point in the South right-of-way of Thunderbird Lane found by measuring North 88°-39'-11" West, 37.00 feet from the Northeast corner of said Lot #29;

RECEIVED FOR RECORD
JOYCE B. THALL, RECORDER
BUTLER COUNTY, OHIO
88 OCT -5 AM 9:56
RECORD Deed
FEE CR

thence from the point of beginning thus found, South 1°-20'-49" West, 1159.52 feet;

thence North 88°-39'-11" West, 13.00 feet;

thence North 1°-20'-49" East, 1159.52 feet to a point in the South right-of-way of Thunderbird Lane;

thence along said right-of-way, South 88°-39'-11" East, 13.00 feet to the point of beginning.

It is understood and agreed, that upon completion of said work, the area disturbed by such construction shall be restored to its original condition as nearly as is practical, that lawns shall be restored by fertilizing, seeding to assure quick restoration of grass, that any driveway or culvert pipe damaged shall be repaired or replaced to its original condition. It is understood, however, that shrubbery, fences or masonry structures, not legitimately existing within any roadway right-of-way limits, if necessarily removed, shall not be replaced by the County.

Also, where said Easement is over and through land other than a public roadway right-of-way, the Grantor hereby conveys the permanent right of entry upon said permanent easement as above described, over and through the premises of the Grantor by such employees or agents of the Grantee, and equipment necessary for the repair or restoration of said water main, mains, and appurtenances, such routes of access to be of minimum width necessary and to be located so as to cause minimum inconvenience or damage to the Grantor, or as specifically further described herein.

OCT 05 1988
4045
Daniel S. Wurst, Butler Co. Auditor

FEE NOT NECESSARY
DANIEL S. WURST
BY 10/5/88 DEP.
AUDITOR, BUTLER CO., O...

Other Special Provisions and Conditions to this Grant of Easement are as follows:

Grantee, its agents, and contractors, in the construction of said proposed water main, shall be permitted to store materials and excavated earth, and use for the construction operation, an area approximately 20 feet in width between parallel lines lying adjacent to the easement or right-of-way herein granted, it being understood and agreed that no trees nor improvements (except fences) lying within said work area shall be removed or damaged, and that the said area disturbed by such work, including fences, shall be restored to as nearly its present condition as is reasonable and practical.

Nothing shall be built on the property described in the easement without the prior approval of the Butler County, Ohio Water and Sewer Department.

IN WITNESS WHEREOF, The Kruse Hardware Company, Inc., an Ohio corporation, through its duly authorized representative, has set its hand this 15TH day of SEPTEMBER, 1988.

WITNESS:

THE KRUSE HARDWARE COMPANY, INC.

BY: Geo. D. Hovekamp

ITS: CH. BD & Treasurer

STATE OF OHIO)
: SS:
COUNTY OF HAMILTON)

Before me, a Notary Public, in and for said County and State, personally appeared GEORGE D. HOVEKAMP, CH. BD & TREASURER, of The Kruse Hardware Company, Inc., the corporation which executed the foregoing instrument, who acknowledged the he did sign said instrument as such officer on behalf of said corporation, and by authority of its Board of Directors, and that the execution of said instrument is his free and voluntary act and deed individually and as such officer, and the free and voluntary act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my Notarial Seal this 15TH day of SEPTEMBER, 1988.

Notary Public

JENNIFER L. KEMPKE
Notary Public, State of Ohio
My Commission Expires April 6, 1992

This instrument prepared by BUTLER COUNTY, OHIO

Approved as to form by Thomas Miller Butler Co. Prosecutor's office