

EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that _____, herein called "Grantors", for and in consideration of the sum of One Dollar (\$1.00) good and valuable consideration, receipt of which is hereby acknowledged, hereby grant, convey, and warrant to the ***Northwestern Water & Sewer District***, its successors and assigns, herein called "Grantee", forever, a perpetual ten (10) foot easement for access to the property to install, operate, maintain, and replace a residential grinder pump and/or its appurtenances, and right-of-way for ingress and egress and to install, operate, maintain and replace all necessary electrical and other connections related to said grinder pump, with the centerline of said easement being the sanitary service pressure connection line from the street right-of-way to the centerline of the grinder pump and extending on the centerline of the electrical connection line from the grinder pump to Grantor's residence, exceptions being permanent structures, highways and legal right-of-way, on the following described property:

Parcel No.

LEGAL DESCRIPTION ***(See Attached)***

In consideration of the mutual covenants herein contained, the Grantors hereby so give and grant said right-of-way and easement unto the said Grantee, its successors and assigns, to enter upon said premises to install, operate, maintain, reconstruct, repair, replace, remove, relocate, change the size, shape, number or material of, and/or replace the sanitary service pressure connection and/or the residential grinder pump, together with all necessary power sources, wires, controls, and appurtenances, and if necessary to connect a sanitary service line from an adjacent property.

It is the intention of the Grantors and Grantee that the easement conveyed herein extend to and be contiguous with the easements being acquired by the Grantee over the properties adjacent to this easement so as to establish a continuous easement corridor.

Grantee shall have the right within said easement area to do excavation as deemed necessary, temporarily remove fences, trim, cut, remove or control by other means trees, underbrush and weeds, and remove all obstructions or materials thereon to properly operate, maintain, repair or replace said residential grinder pump, its appurtenance, and/or electrical appurtenances. If any damage to Grantor's property is caused by Grantee's exercise of its rights under this easement, Grantee, at its expense, shall promptly restore any disturbed areas as nearly as possible to the condition existing prior to the occurrence of the damage.

Grantee shall have the right within said easement area to traverse said property at any time, and from time to time, by foot, vehicle or equipment to exercise any and all rights conveyed herein, and to inspect and patrol said grinder pump and appurtenances, and to do all matters incident to all rights conveyed herein.

Said easement rights shall run with the land and be binding on Grantors, its successors, heirs and assigns, and all subsequent owners, and extend to Grantee, its successors, heirs and assigns. Said grinder pump, sanitary service pressure connection, the electrical controls and wires shall remain under the ownership, operation and maintenance of the Grantee, its successors, heirs and assigns.

In consideration herein above recited shall constitute payment in full for any damages to the land of the Grantors, their successors, heirs and assigns, by reason of the operation and maintenance of the structures or improvements referred to herein. The Grantee covenants to maintain the easement in good repair so that no unreasonable damage will result from its use to the adjacent land of the Grantors, its successors, heirs and assigns.

Grantors shall be responsible for executing this easement; the Grantee shall be responsible for recording the easement. The Grantee shall provide a copy of said easement to the Grantors. Grantors agree that in the event this property is transferred, it shall notify any subsequent owners of the existence of this easement, and that the transfer shall be subject to this agreement.

IN WITNESS WHEREOF, the said Grantor, who releases all respective rights of dower hereunto set its hands this _____ day of _____, 2013.

Executed:

Signature _____

Signature: _____

Print Name: _____

Print Name: _____

State of Ohio)
)ss:
County of _____)

Before me, a Notary Public in and for said County and State, personally appeared the above, _____, herein called Grantors, who acknowledged that ___ did sign the foregoing instrument and that the same is ____ free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal this _____ day of _____, 2013.

NOTARY PUBLIC

Please place notary stamp here:

This instrument was prepared for the NORTHWESTERN WATER & SEWER DISTRICT
By SPITLER, HUFFMAN, LLC

Legal Description To Be Attached Accordingly