

Grantor: _____ **Project:** _____

Township: _____ **Section** _____, **T** _____, **R** _____

City/Subdivision _____ **Lot #** _____

EASEMENT FOR WATER MAIN AND APPURTENANCES

KNOW ALL MEN BY THESE PRESENTS:

THAT,

hereinafter called the Grantor(s), for and in consideration of one dollar and for other good and valuable consideration to it paid by the Board of County Commissioners, Butler County, Ohio, hereinafter called the Grantee, the receipt whereof is hereby acknowledged, do(es) hereby grant, bargain, sell, convey, and release to the said Grantee, its successors and assigns forever, a permanent easement and being subject to the terms, conditions, and mutual promises hereinafter enumerated, which shall be binding upon the heirs, successors, administrators, and assigns of Grantor(s) and Grantee, over, under, and upon certain real estate owned by the Grantor(s), and being described as follows:

See Attached Exhibit "A"

1. The right to construct, operate, maintain, keep in repair, and replace thereon, a water pipeline or pipelines and all appurtenances thereto necessary to the operation thereof.
2. It is understood and agreed that the Grantee shall include as a provision in the Construction Contract the requirement that the Contractor, his employees, and the operations and movement of vehicles and construction equipment shall be limited to the permanent easement and temporary work area herein before defined and that in the event additional routes of access or egress to said working areas become necessary, the routes, locations and widths shall be established prior to the Contractor's entry, under a separate agreement by and between said Contractor and the Grantor(s). This agreement shall be in writing, with a copy submitted to the Grantee.
3. The Grantee shall recognize any reasonable claim by the Grantor(s) for damages to property or loss of crops caused by failure of the Contractor, his employees or equipment to limit their operation to the

permanent and/or temporary work area or to follow such deviations or special routes of access as may have been agreed upon. Such claim shall be made to the Grantee no later than thirty (30) days after the Contractor removes its construction equipment from the subject real estate owned by the Grantor(s).

- 4. Before any building, buildings, other improvements or structures of any kind are constructed over, upon or across the permanent easement granted herein, it is agreed by and between the parties hereto that the Grantor(s), their heirs, successors or assigns, shall submit detailed plans and specifications of such building, buildings, or other improvements or structures and that said Grantor(s) will not proceed with construction until said plans and specifications have been approved by the Grantee as plans and specifications that will not interfere with the use or safety of operating and maintaining said water main within the permanent easement herein granted.
- 5. This contract shall be binding upon the successors and assigns of the parties.

6. SPECIAL CONDITIONS:

Grantee will not be responsible for any pavement or storm sewer repairs resulting from water main repairs. Grantee also will not be responsible for adjusting valves, fire hydrants, meter pits, etc. as a result of grade changes. The Grantor(s) shall be responsible for the proper adjustment of valves fire hydrants, meter pits, etc., to the satisfaction of Butler County Water and Sewer Department , due to grade changes, paving, repaving, etc., initiated by the Grantor(s).

IN WITNESS WHEREOF, the said _____

and _____ ha set _____ hand _____

this _____ day of _____ in the year of our Lord Two Thousand _____.

Signed and Sealed in the presence of:

Owner Signature

Owner Signature

Owner Printed Name

Owner Printed Name

STATE OF OHIO)
COUNTY OF BUTLER) as: To Wit

Before me, a Notary Public, in and for said County and State, personally appeared the above named

_____ and _____

who acknowledged that _____ he _____ did sign the foregoing instrument and that the same is _____ free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and Official Seal at _____,

Ohio, this _____ day of _____, A.D. 20____.

Notary Public, Butler County, Ohio

My Commission expires:

Approval as to Form Only by:

Assistant Prosecuting Attorney
Butler County, Ohio

This Instrument was prepared by: _____
Revised: October 8, 2008