

**Standard Easement  
For The  
Maintenance Of A Water Main  
In Streets Vacated By City Ordinances  
For Circulation Purposes Only**

KNOWN ALL MEN BY THESE PRESENTS: That (I, We, Company or Corporation)

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the grantor, herein, for valuable consideration received and to be received to (my, our or its) full satisfaction, (do or does) hereby give, grant, bargain and convey to the City of Cleveland, a municipal corporation of the State of Ohio, the Grantee herein, the perpetual right-of-way and easement, for the purpose hereinafter mentioned in the following described premises, to-wit:

Situated in the City of Cleveland, County of Cuyahoga, State of Ohio, and Known as being part of the Original \_\_\_\_\_ Township Lot No. \_\_\_\_\_, and bounded and described as follows:

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Insert description of proposed street  
Or easement area, by metes and bounds  
For its full width and length

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In consideration of the mutual covenants herein contained, the Grantor hereby gives, grants and conveys unto said the right and maintain therein a water main and all appurtenances connected therewith that in the opinion of the Grantee, its successors or assigns, may be necessary at anytime, also, to turn off the water of any main, or to do any other thing that may be necessary or advisable in the judgement of said Grantee, its successors or assigns, in order to maintain or operate said main, pipes and appurtenances, in accordance with the ordinance, rules and regulations for the management and protection of said Grantee now in force or that may hereafter be adopted. Further, whenever maintenance or work of any kind is required hereunder, the Grantee shall not be responsible for restoration of the property or its environs to its original topographical condition, and should also be held blameless for any damage accruing by reason of water leakage from water mains or appurtenances.

The Grantors hereby restrict said premises within the limits of the above described easement against the construction thereon of any buildings of a temporary or permanent type, excepting any sidewalks and/or pavements, or the construction, in, over, or subjacent to the above described easement of any tunnels, railroad switch tracks, sewers, ducts, pipe, or pole lines within the limits of the above described easement which cross over or under said easement at any angle of not less than forty-five (45) degrees with the center lines of the water main or with clearance of not less than one (1) foot above or one and one-half (1 ½) feet below said water main.

In the event of a violation of any of the provisions of this easement by the Grantor, or his successors or assigns, the Grantee shall retain the right to enter upon the premises of the Grantor and either discontinue the water service, or make the necessary alterations to conform to the ordinances, rules and regulations of the Grantee. Any expenses involved by reason of the work involved shall be the responsibility of the Grantor. Further the Grantee shall not be responsible for restoration of the property of its environs to its original topographical condition, and should also be held blameless for any damage occurring by reason of water leakage from water mains or appurtenances. Further, to restrict the storing or placing of any materials, parking of any vehicles of any type, equipment or other obstructions thereon, or otherwise interfering with the access to or the maintenance of the water or appurtenances, and also against the planting or sufferance thereon or in such proximity thereto of trees and shrubbery which may restrict the accessibility for the maintenance of said water main and appurtenances.

The Grantors further agree that no additional fill will be made, or a ramp constructed within the limits of the above described easement for the purpose of providing access to the property which will increase the depth of the water main in excess of six (6) feet or to grade the surface within the limits of said easement which will reduce the depth of the water main to less than five (5) feet. It is agreed, however, that if in the event the Grantor herein, his successors, or assigns, desire to build over, encroach upon, change the grade, or otherwise utilize all or any portion of the easement granted hereby to permit improvement of property now restricted hereunder, the Grantee must first approve such use of land within the limits of easement granted hereby, the Grantor shall reconstruct or relocate all or any portion of water main affected by such use of land and where necessary, grant a new easement of not less than thirty (30) feet in width under the same terms and conditions as herein provided and bear the entire cost of reconstruction or relocation of the water main or appurtenances, in accordance with the provisions, rules and requirements of the Grantee, its successors or assigns. Said reconstructed or relocated water main and appurtenances shall, upon completion and approval of the Grantee, become the property of the City of Cleveland.

The Grantors further agree that the Grantee shall be relieved of all liability to the Grantor on account of the maintenance, construction, and reconstruction or relocation of said water main or appurtenances, and said Grantor hereby indemnifies and guarantees to save harmless the Grantee against any expense or damage to said later main or appurtenances, that said Grantors, their successors or assigns may at anytime cause by the sewers, ducts, pipe or pole lines within or over said easement, or such other use of premises within the limits of the above described easement as are not expressly prohibited herein, under the same conditions that legally exist for the installation and maintenance of water mains and appurtenances in streets dedicated to public use.

The Grantor further agrees that since this water main is for circulation purposes only, no service connections or hydrants, shall be taken off it at anytime, and that divisional valves of the same size of the water main shall be installed at each longitudinal end of the easement area. All existing water service connections within the water circulation easement shall be plugged prior to recording of said easement. In the event of leakage or a break, the Division of Water and Heat will close the divisional valves and take the section of water main out of service until it is repaired by and at the expense of the Grantor.

To HAVE AND TO HOLD THE above granted easement, right-of-way, water lines and appurtenances and further additions installed by the Grantor to said water lines and appurtenances in, over, and subject to above described premises, for the purpose above mentioned unto said Grantee forever.

It is the intent of this conveyance that neither the filing of this deed or conveyance, its acceptance by the Grantee nor any other circumstances shall be construed as a dedication of or as an agreement by the Grantee to accept for dedication the premises here in described for public use as a street.

And the Grantor does for itself, its successors and assigns covenant with the said Grantee, and its successors and assigns, that at and until the sealing of these presents, it is well seized of the above described premised as a good and indefeasible estate in FEE SIMPLE and has good right to bargain and grant the same in manner and forms as above written, and that it will WARRANT AND DEFEND SAID PREMISES with the appurtenances thereunto belonging to the Grantee, its successors and assigns against all lawful claims and demands whatsoever for the purpose herein described.

It is agreed that whatever party is named in this instrument there shall be intended and included, in each case, that party, his or hers heirs, administrators, its successors, and/or assigns.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

Signed in the Presence of:  
\_\_\_\_\_  
\_\_\_\_\_

Grantor:  
\_\_\_\_\_  
\_\_\_\_\_

STATE OF OHIO )

SS

COUNTY OF CUYAHOGA )

Before me, a Notary Public in and for said County and State, personally appeared the above named \_\_\_\_\_ who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed, personally and as such officers and the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at \_\_\_\_\_ this \_\_\_\_\_ day of 20\_\_\_\_\_

NOTARY PUBLIC

The City of Cleveland, by and through its Director of Public Utilities, does hereby accept the within easement and all terms and conditions thereof this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_ as authorized by Resolution #1620-72 adopted by the Council of the City of Cleveland on May 1, 1974.

Signed in the presence of:  
\_\_\_\_\_  
\_\_\_\_\_

By \_\_\_\_\_  
Director of Public Utilities

The legal form and correctness of the within instrument is hereby approved.

\_\_\_\_\_  
Director of Law

By \_\_\_\_\_  
Assistant Director of Law