

STANDARD EASEMENT
FOR THE
INSTALLATION AND MAINTENANCE OF A WATER MAIN
FOR THE CIRCULATION PURPOSES ONLY
IN THE CITY OF CLEVELAND

(I, We) _____, the Grantor herein, for valuable consideration received and to be received to (my, our) full satisfaction, do hereby grant and convey to the City of Cleveland, a municipal corporation of the State of Ohio and Grantee herein, the perpetual right-of-way and easement for the purposes hereinafter mentioned in the following described premises (the "Premises"):

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

Insert legal description of proposed Easement area by metes and bounds, or Attach description as Exhibit "A" and Insert here: "A copy of the legal Description is attached hereto as Exhibit "A" and made a part hereof as If fully written herein."

Grantor and Grantee agree that all references to either part in this instrument shall include that party and the party's heirs, administrators, successors and/or assignees.

In consideration of the mutual covenants contained herein, the Grantor hereby grants and conveys unto the Grantee the right and easement to enter upon the premises to lay, install and maintain therein a water main and appurtenances, including service connections and pipes; to set all water meters and make all repairs to water mains, service meters and appurtenances which the Grantee deems to be necessary or advisable from time to time; to turn off water to any service connection or water main; or to do any other thing which the Grantee deems to be necessary or advisable in order to operate or maintain said mains, meters, connections, pipes and appurtenances in accordance with the ordinances, rules and regulation of the Grantee which are now in effect or may be adopted hereafter.

In consideration of acceptance of the easement by the Grantee, the Grantor agrees to pay the entire cost of installing a water main and appurtenances upon the premises, which main shall be located not less than nine (9) feet from either lateral limit of the premises, The water main and appurtenances, including valves and hydrants, shall upon completion, and approval by the Grantee, become and remain the property of the Grantee City of Cleveland, and shall be a distribution water main of said Grantee within the purview and subject to the terms of any Water Service Agreement now or hereafter in effect.

The Grantor hereby restricts the premises against the construction thereon of any temporary or permanent structures, except that Grantor may install or cause to be installed sidewalks or pavements, or tunnels, railroad switch tracks, sewers, ducts, pipes or pole lines which cross over or under the premises at an angle of not less than forty-five (45) degrees with the center line of the water main, or which clear the water main by not less than one and one-half (1 – ½) feet above or one and one-half (1- ½) feet below.

The Grantor agrees to keep the premises free of materials, equipment, vehicles, trees, shrubbery, and any other obstructions which would interfere with Grantee's access to or maintenance of water mains and appurtenances. Grantor further agrees to make no alterations to the premises which would increase the dept of the water main to more than six (6) feet or reduce its depth to less than five (5) feet.

If the Grantor desires to alter the premises in any way other than is expressly permitted herein, he must obtain the prior written approval of the Grantee. Upon receipt of such approval, the Grantor shall at his own expense relocate or reconstruct all or any portion of the water main and appurtenances which are affected by such alteration and, where necessary, grant a new easement of not less than fifty (30) feet in width under the same terms and conditions as herein provided. The relocated or reconstructed water main and appurtenances shall, upon completion, and approval by the Grantee, become the property of Grantee, City of Cleveland.

If the Grantor violates any of the provisions of this easement, the Grantee, at the expense of the Grantor, may enter upon the premises and discontinue water service or make such alterations as are necessary to bring the premises into compliance with the provisions of this easement.

Whenever maintenance or work of any kind is performed on the premises under the terms of this easement, the Grantee shall bear no responsibility for restoration of the premises or their environs to their original topographical condition.

The Grantor indemnifies and holds harmless the Grantee from any and all damage, injury or loss to any person or property caused by, related to or resulting from any leaks in the water main or appurtenances or the maintenance, construction, reconstruction or relocation of said main or appurtenances, other than damage, injury or

loss caused by, related to or resulting from the sole negligence of the Grantee. The Grantor further indemnifies and holds harmless the Grantee from any and all expense incurred and damage to the water main and appurtenances caused by, related to or resulting from the Grantor's construction or maintenance of any paving, walks, switch tracks, tunnels, sewers, ducts, pipes or pole line within or upon the premises or from any other use of the premises by the Grantor.

The Grantor hereby reserves the right to use the premises for the passage or transportation of personnel, materials or equipment, and to make such other use of the premises as is not expressly prohibited by or inconsistent with the terms of this easement.

The Grantor further agrees that since the water main to be installed on the premises is for circulation purposes only, no service connections or hydrants shall be connected to it at any time, and that divisional valves of the same size as the water main shall be installed at each longitudinal end of the premises.

The Grantor and the Grantee mutually agree that neither the recording of this instrument nor its acceptance by the Grantee shall be construed as a dedication of the premises or an agreement by the Grantee to accept the premises for dedication for public use as a street.

The Grantor covenants with the Grantee that it is well seized of the premises as a good and indefeasible estate in fee simple and has the right to grant and convey the premises in the manner and form above written. The Grantor further covenants that he will warrant and defend the premises with the appurtenances thereunto belonging to the Grantee against all lawful claims and demands whatsoever for the purposes described herein.

TO HAVE AND TO HOLD the above granted easement, right-of-way, water lines, appurtenances and additions installed by the Grantor, for the purposes above mentioned, unto the Grantee forever.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands at _____ this _____ day of _____, 20____.

Signed in the Presence of:

GRANTOR:

(print or type name)

(print or type name)

(print or type name)

This Instrument Prepared By:

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 (he, they) did sign the foregoing instrument and that the same is (his, their) free act and deed, personally and as such officer(s) and the free act and deed of said (corporation, partnership).

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at _____, this _____ day of _____, 20____.

NOTARY

The City of Cleveland, by and through its Director of Public Utilities, does hereby accept the within easement and all the terms and conditions thereof this _____ day of _____, 20____, as authorized by Section 129.20 of the Codified Ordinances of Cleveland, Ohio, 1976, passed by the Council of the City of Cleveland on June 17, 1991.

Signed in the presence of:

CITY OF CLEVELAND

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

Date: _____

CHECKLIST
For Standard Water Service
And Circulation Easements
(Cleveland)

Attention to the following details will expedite the processing of your easement:

Page 1

- a) First blank: insert grantor's name
- b) Second and third blanks: insert original township name and lot number.
- c) Space after introductory paragraphs: insert legal description of easement area only, or attach it as "Exhibit A," and insert: "a copy of the legal description is attached hereto as Exhibit A and is incorporated herein as if fully rewritten."

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CAUTION: this is where mistakes are most frequently made.

- a) The grantor must sign in the presence of TWO witnesses and, on the lines immediately preceding his/her signature, must insert the date of and place at which the signing occurred. The Grantor's name must be typed or printed.
- b) If the grantor is signing on behalf of a partnership, corporation, etc., he/she must indicate his representative capacity (President, Agent, etc.)
- c) The grantors signature must be notarized.
- d) The remaining lines of the Easement should be left blank. They will be filled in by the City of Cleveland.