

FHA-Oh 442-20

(7-97)

RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that

whose address is:

(hereinafter called Grantors) in consideration of One Dollar (\$1.00) and other good and valuable consideration paid by the Tate-Monroe Water Assn., Inc., hereinafter called the Grantee, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, transfer, and convey to said Grantee, its successors, and assigns, a perpetual easement with the right to erect, construct, install, lay and thereafter use, operate, inspect, repair, maintain, replace, and remove water lines, service lines, hydrants, valves, controls and appurtenances, along the _____ side of the _____ Road, over, under, through, and across the following land owned by the Grantors in State of Ohio, County of _____, Township of _____ and being more particularly described as follows:

Purchased From: _____

Date Purchased: _____ Acreage: _____ Parcel # _____

(Being real estate acquired by Grantors in Deed Book _____, Page _____, Clermont County Recorder's Office) together with the right of ingress and egress over the Grantor's adjacent lands for the purposes for which the above-mentioned rights are granted, the easement hereby granted shall consist of a twenty (20)-foot right-of-way located ten (10) feet on each side of the center line of the water line as constructed. In the event said road is widened or improved, Grantee may move said water line along the side of the new road's right-of-way so as to permit said widening or improvement and the new right of way shall be established by the same method aforesaid. Grantors, for themselves, their heirs and assigns, agree that upon the completion of the laying and installing of the water line and appurtenances, not to remove any dirt, sand, gravel or cover material from the top, or the immediate vicinity, of the water line, and that the same depth of dirt, fill material and cover will be maintained as is there upon the completion

of the installation and laying of said water line and appurtenances. The consideration recited herein shall constitute payment in full for all damages sustained by the Grantors by reason of the installation of the lines and appurtenances referred to herein and the Grantee will maintain such easement in a state of good repair and efficiency so that no unreasonable damages will result from its use to the Grantor's premises. This Agreement together with all other provisions of this grant shall constitute a covenant running with the land for the benefit of the Grantee, its successors and assigns. The Grantors covenant that they are the owners of the above described land and that said lands are free and clear of all encumbrances and liens except the following:

THIS DOCUMENT MUST BE NOTARIZED.

IN WITNESS WHEREOF the said Grantors have executed this instrument this _____ day of _____ 20_____. Signed and Acknowledged in the presence of:

_____	_____	_____	_____
Signature	Owner	Signature	Owner
_____	_____	_____	_____
Print Name		Print Name	

STATE OF OHIO, COUNTY OF _____ SS:

On this _____ day of _____ 20_____, before me, the subscriber, a Notary Public in and for said County, personally came _____ the Grantors in the foregoing instrument, and acknowledged the signing thereof to be _____ voluntary act and deed for the uses and purposes therein mentioned.

In Testimony Whereof, I have hereunto subscribed my name and affixed my Notarial seal on the day and year last aforesaid.

Prepared by

McConn & Cutrell Attorneys at Law

202 S. Main Street

Georgetown, Ohio 45121

Notary Public

My commission expires _____