

CLEVELAND WATER EASEMENTS

Select the proper easement form. Easements for water supply purposes allow for service connections, whereas circulation easements do not. Easements also vary depending on whether the current easement is within the city of Cleveland or within a municipality, village, township, or district outside of the city of Cleveland. Limits. Also included are forms for vault easements and easement releases.

Please note that terms are generally non-negotiable. If there is a provision you are unable to abide by, please contact Cleveland Water Distribution Engineering to explain the reasons a variance is being requested

It is the responsibility of the developer or property owner to prepare the easements, including legal description, to supply the original signed to documents to Cleveland Water for final signatures, and to have the documents recorded. All recording fees are the responsibility of the developer or property owner. Before the mains are chlorinated, the County's document identifying number, AFN Number, or Book/Page number must be provided to Cleveland Water to prove the easement was recorded.

In lieu of using these forms, the text and format may be reproduced, inserting names and legal descriptions as needed. Legal descriptions may also be attached as exhibits

LIST OF EASEMENTS AVAILABLE

STANDARD EASEMENT FOR THE INSTALLATION AND MAINTENANCE OF A WATER MAIN FOR THE PURPOSE OF SUPPLYING WATER SERVICE IN THE CITY OF CLEVELAND

STANDARD EASEMENT FOR THE INSTALLATION AND MAINTENANCE OF A WATER MAIN FOR THE PURPOSE OF SUPPLYING WATER SERVICE IN A SUBURBAN MUNICIPALITY (EXCLUDING OLMSTED TOWNSHIP AND HUNTING VALLEY)

STANDARD EASEMENT FOR THE INSTALLATION AND MAINTENANCE OF A WATER MAIN FOR THE PURPOSE OF SUPPLYING WATER SERVICE IN OLMSTED TOWNSHIP

STANDARD EASEMENT FOR THE INSTALLATION AND MAINTENANCE OF A WATER MAIN FOR THE PURPOSE OF SUPPLYING WATER SERVICE IN HUNTING VALLEY

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

STANDARD EASEMENT FOR THE INSTALLATION AND MAINTENANCE OF A WATER MAIN FOR CIRCULATION PURPOSES ONLY IN STREETS VACATED BY CITY ORDINANCES

STANDARD EASEMENT FOR THE INSTALLATION AND MAINTENANCE OF A WATER MAIN FOR CIRCULATION PURPOSES ONLY IN A SUBURBAN MUNICIPALITY (EXCLUDING OLMSTED TOWNSHIP)

STANDARD EASEMENT FOR THE INSTALLATION AND MAINTENANCE OF A WATER MAIN FOR CIRCULATION PURPOSES ONLY IN OLMSTED TOWNSHIP

RELEASE OF EASEMENT

EASEMENT FOR WATER METER VAULT

**STANDARD EASEMENT FOR THE INSTALLATION AND MAINTENANCE OF
A WATER MAIN FOR THE PURPOSE OF SUPPLYING WATER SERVICE IN
THE CITY OF CLEVELAND**

STANDARD EASEMENT
FOR THE
INSTALLATION AND MAINTENANCE OF A WATER MAIN
FOR THE PURPOSE OF SUPPLYING WATER SERVICE
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.

All service connections shall be installed in accordance with the ordinances, rules and regulations of the Grantee at the expense of owners of abutting property or others who seek water service thereby. All water meters shall be furnished and set by Grantee at the expense of the Grantor.

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.

The Grantor agrees to construct a hard surface driveway, of at least fifteen (15) feet in width, adjacent to the water main. The Access driveway shall be constructed of concrete or asphalt and shall conform to current Ohio Department Of Transportation specifications.

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 (50) 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 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: _____
Chief, 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."

Page 4

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.

**STANDARD EASEMENT FOR THE INSTALLATION AND MAINTENANCE OF
A WATER MAIN FOR THE PURPOSE OF SUPPLYING WATER SERVICE IN A
SUBURBAN MUNICIPALITY (EXCLUDING OLMSTED TOWNSHIP AND
HUNTING VALLEY)**

STANDARD EASEMENT
FOR THE
INSTALLATION AND MAINTENANCE OF A WATER MAIN
FOR THE PURPOSE OF SUPPLYING WATER SERVICE

(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, Village, Township, District) of _____, and to the City of Cleveland, political subdivision of the State of Ohio and Grantees herein, the perpetual right-of-way and easement for the purposes hereinafter mentioned in the following described premises (the "Premises"):

Situated in the(City, Village, Township, District) of _____, County of _____, 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 assigns.

In consideration of the mutual covenants contained herein, the Grantor hereby grants and conveys unto the Grantees 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 Grantees 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 Grantees which are now in effect or may be adopted hereafter.

In consideration of acceptance of the easement by the Grantees, 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 Grantees, become and remain the property of the Grantee (City, Village, Township, District) of _____, and shall be a distribution water main of said Grantee within the purview and subject to the terms of any Water Service Agreement between said Grantee and Grantee, the City of Cleveland, now or hereafter in effect.

All service connections shall be installed in accordance with the ordinances, rules and regulations of the Grantees at the expense of owners of abutting property or others who seek water service thereby. Service connections shall be assigned to specific street mailing addresses by Grantee, City of Cleveland, when said Grantee receives the official designation of such addresses from Grantee, the (City, Village, Township, District) of _____.

All water meters shall be furnished and set by Grantee, City of Cleveland, at the expense of the Grantor. All water shall be supplied by Grantee, City of Cleveland, in the same manner and to the same extent that said Grantee supplies water to properties abutting on public streets in the City of Cleveland.

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 Grantees' 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.

The Grantor agrees to construct a hard surface driveway, of at least fifteen (15) feet in width, adjacent to the water main. The Access driveway shall be constructed of concrete or asphalt and shall conform to current Ohio Department Of Transportation specifications.

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 Grantees. 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 (50) 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 Grantees, become the property of Grantee, the (City, Village, Township, District) of _____.

If the Grantor violates any of the provisions of this easement, the Grantees, either jointly or separately and 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 Grantees, jointly and separately, shall bear no responsibility for restoration of the premises or their environs to their original topographical condition.

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

The Grantor covenants with the Grantees 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 Grantees 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 Grantees 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 legal form and correctness
of the within instrument is
hereby approved:

Director of Law

(City, Village, Township, District)

(Date)

Accepted by the Council of _____ by

(Resolution/Ordinance) No. _____

Passed _____, 20____.

Clerk or Assistant

(Date)

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: _____
Chief, Assistant Director of Law

Date: _____

CHECKLIST
For Standard Water Service
And Circulation Easements
(Suburban)

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 name of community in which easement property is located (the "grantee").
- c) Fourth blank: insert name of county in which easement property is located.
- d) Fifth and sixth blanks: insert original township name and lot number.
- e) 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.

Page 2

Insert name of the grantee (as explained in "b)" above) on both lines.

Page 4

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.
- 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 grantee must accept the easement:
 - 1) The easement form must be accompanied by the ordinance or resolution by which the grantee accepts the grant of easement;
 - 2) The grantee's Law Director must approve the document; and
 - 3) The grantees Clerk of Council must note the Council's approval.
- e) The remaining lines of the Easement should be left blank. They will be filled in by the City of Cleveland.

**STANDARD EASEMENT FOR THE INSTALLATION AND MAINTENANCE OF
A WATER MAIN FOR THE PURPOSE OF SUPPLYING WATER SERVICE IN
OLMSTED TOWNSHIP**

**STANDARD EASEMENT
FOR THE
INSTALLATION AND MAINTENANCE OF A WATER MAIN
FOR THE PURPOSE OF SUPPLYING WATER SERVICE
IN OLMSTED TOWNSHIP**

(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 Olmsted Township, 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 party in this instrument shall include that party and the party's heirs, administrators, successors and/or assigns.

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 regulations 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 a distribution water main within the purview and subject to the terms of any Water Service Agreement with Cuyahoga County and/or Olmsted Township now or hereafter in effect.

All service connections shall be installed in accordance with the ordinances, rules and regulations of the Grantee at the expense of owners of abutting property or others who seek water service thereby. All water meters shall be furnished and set by Grantee at the expense of the Grantor. Service connections shall be assigned to specific street mailing addresses by Grantee when said Grantee receives the official designation of such addresses from Olmsted Township.

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 (1½) feet above or one and one-half (1½) 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 depth of the water main to more than six (6) feet or reduce its depth to less than five (5) feet.

The Grantor agrees to construct a hard surface driveway, of at least fifteen (15) feet in width, adjacent to the water main. The access driveway shall be constructed of concrete or asphalt and shall conform to current O.D.O.T. specifications.

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 (50) feet in width under the same terms and conditions as herein provided.

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 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 free 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 and acknowledged
in the presence of:

GRANTOR

By: _____

(PRINT OR TYPE NAME)

(Title)

(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 _____, by _____, its _____, who acknowledged that (he, they) did sign the foregoing instrument and that the same is (his/their) free act and deed personally and as officer(s) of _____.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at _____, this _____ day of _____, 2000.

Notary Public

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 _____, 2000, 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

(PRINT OR TYPE NAME)

(PRINT OR TYPE NAME)

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

Director of Law

By: _____
Assistant Director of Law

Date

**STANDARD EASEMENT FOR THE INSTALLATION AND MAINTENANCE OF
A WATER MAIN FOR THE PURPOSE OF SUPPLYING WATER SERVICE IN
HUNTING VALLEY**

**STANDARD EASEMENT
FOR THE
INSTALLATION AND MAINTENANCE OF A WATER MAIN
FOR THE PURPOSE OF SUPPLYING WATER SERVICE
IN HUNTING VALLEY**

(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 Village of Hunting Valley, Counties of Cuyahoga and Geauga, 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 party in this instrument shall include that party and the party's heirs, administrators, successors and/or assigns.

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 regulations 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 a distribution water main within the purview and subject to the terms of any Water Service Agreement with Hunting Valley now or hereafter in effect.

All service connections shall be installed in accordance with the ordinances, rules and regulations of the Grantee at the expense of owners of abutting property or others who seek water service thereby. All water meters shall be furnished and set by Grantee at the expense of the Grantor. Service connections shall be assigned to specific street mailing addresses by Grantee when said Grantee receives the official designation of such addresses from the Village of Hunting Valley.

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 (1½) feet above or one and one-half (1½) 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 depth of the water main to more than six (6) feet or reduce its depth to less than five (5) feet.

The Grantor agrees to construct a hard surface driveway, of at least fifteen (15) feet in width, adjacent to the water main. The access driveway shall be constructed of concrete or asphalt and shall conform to current O.D.O.T. specifications.

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 (50) feet in width under the same terms and conditions as herein provided.

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 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 free 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 and acknowledged
in the presence of:

GRANTOR

By: _____

(PRINT OR TYPE NAME)

(Title)

(PRINT OR TYPE NAME)

This Instrument Prepared By:

STATE OF OHIO)
)
COUNTY OF CUYAHOGA)

SS:

Before me, a Notary Public in and for said County and State, personally appeared the above-named _____, by _____, its _____, who acknowledged that (he, they) did sign the foregoing instrument and that the same is (his/their) free act and deed personally and as officer(s) of _____.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at _____, this _____ day of _____, 2000.

Notary Public

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 _____, 2000, 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

(PRINT OR TYPE NAME)

(PRINT OR TYPE NAME)

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

Director of Law

By: _____
Assistant Director of Law

Date

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

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."

Page 4

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.

**STANDARD EASEMENT FOR THE INSTALLATION AND MAINTENANCE OF
A WATER MAIN FOR CIRCULATION PURPOSES ONLY IN STREETS
VACATED BY CITY ORDINANCES**

**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)

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:

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

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

**STANDARD EASEMENT FOR THE INSTALLATION AND MAINTENANCE OF
A WATER MAIN FOR CIRCULATION PURPOSES ONLY IN A SUBURBAN
MUNICIPALITY (EXCLUDING OLMSTED TOWNSHIP)**

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

(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, Village, Township, District) of _____, and to the City of Cleveland, political subdivision of the State of Ohio and Grantees herein, the perpetual right-of-way and easement for the purposes hereinafter mentioned in the following described premises (the "Premises"):

Situated in the (City, Village, Township, District) of _____, County of _____, 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 Grantees 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 Grantees 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 Grantees which are now in effect or may be adopted hereafter.

In consideration of acceptance of the easement by the Grantees, 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 Grantees, become and remain the property of the Grantee (City, Village, Township, District) of _____, and shall be a distribution water main of said Grantee within the purview and subject to the terms of any Water Service Agreement between said Grantee and Grantee, the City of Cleveland, 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 Grantees' 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 Grantees. 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 thirty (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 Grantees, become the property of Grantee, the (City, Village, Township, District) of _____.

If the Grantor violates any of the provisions of this easement, the Grantees, either jointly or separately and 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 Grantees, jointly and separately, shall bear no responsibility for restoration of the premises or their environs to their original topographical condition.

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

The Grantor covenants with the Grantees 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 Grantees 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 Grantees 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 legal form and correctness
of the within instrument is
hereby approved:

Director of Law

(City, Village, Township, District)

(Date)

Accepted by the Council of _____ by

(Resolution/Ordinance) No. _____

Passed _____, 20____.

Clerk or Assistant

(Date)

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
(Suburban)

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 name of community in which easement property is located (the "grantee").
- c) Fourth blank: insert name of county in which easement property is located.
- d) Fifth and sixth blanks: insert original township name and lot number.
- e) 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.

Page 2

Insert name of the grantee (as explained in "b)" above) on both lines.

Page 4

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.
- 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 grantee must accept the easement:
 - 1) The easement form must be accompanied by the ordinance or resolution by which the grantee accepts the grant of easement;
 - 2) The grantee's Law Director must approve the document; and
 - 3) The grantees Clerk of Council must note the Council's approval.
- e) The remaining lines of the Easement should be left blank. They will be filled in by the City of Cleveland.

**STANDARD EASEMENT FOR THE INSTALLATION AND MAINTENANCE OF
A WATER MAIN FOR CIRCULATION PURPOSES ONLY IN OLMSTED
TOWNSHIP**

**STANDARD EASEMENT
FOR THE
INSTALLATION AND MAINTENANCE OF A WATER MAIN
FOR CIRCULATION PURPOSES ONLY
IN OLMSTED TOWNSHIP**

(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, political subdivision 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, Village, Township, District) of _____, County of _____, 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 regulations 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 a distribution water main within the purview and subject to the terms of any Water Service Agreement with Cuyahoga County and/or Olmsted Township .

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 (50) feet in width under the same terms and conditions as herein provided.

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: _____

RELEASE OF EASEMENT

**RELEASE OF EASEMENT
FOR
WATER MAIN**

KNOW ALL MEN BY THESE PRESENTS:

That the City of Cleveland, Ohio, acting through its Director of Public Utilities, pursuant to Section 129.20 of the Codified Ordinances of Cleveland, passed June 17, 1991, for valuable consideration received and to be received to its satisfaction, does hereby release, cancel, rescind, vacate, and hold for naught the perpetual right-of-way and easement for the installation, repair, and maintenance of a water main granted to the City of Cleveland by _____, by instrument dated _____, _____, and recorded in Volume _____, Page _____ of the records of _____ County, Ohio in the following described premises, to wit:

INSERT LEGAL DESCRIPTION HERE

IN WITNESS WHEREOF, the undersigned has hereunto set his hand at Cleveland, Ohio, this _____ day of _____, _____.

SIGNED IN THE PRESENCE OF:

CITY OF CLEVELAND

Director, Department of Public
Utilities

STATE OF OHIO)
) ss:
CUYAHOGA COUNTY)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named Robert L. Davis, Director of Public Utilities, who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed, personally and as such officer, and the free act and deed of said municipal corporation.

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

Notary Public

This instrument prepared by:

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

BARBARA A. LANGHENRY
DIRECTOR OF LAW

By: _____
Assistant Director of Law

EASEMENT FOR WATER METER VAULT

Easement for Water Meter Vault Instructions

An easement for a water meter vaults is required **only** when a water meter and/or backflow vault is proposed to go outside the public right-of-way. This is only permitted when obstructions or insufficient space between the curb and right-of-way edge do not allow the vault to remain in the right-of-way. The easement allows access to Cleveland Water to maintain the water meter on the property in perpetuity. Please note the text of the easement is not negotiable.

If it is determined an easement for a water meter vault is required, here are the steps to completing one.

1. **Obtain a legal description.** A legal description of property is a way to define or accurately pinpoint where a particular piece of property is located. It describes the location in terms of measurements from a monument or surveying plat, and is also often accompanied by a drawing to make clear the location. A legal description is usually prepared by a Professional Surveyor. The legal description may be inserted into the blank space on the first page of the easement, or attached as Exhibit A, noting the see Exhibit A on page 1. For the water meter vault easement, the easement must be contiguous with the public right of way and cover the entire vault.
2. **Fill out the property owner's name.** The property owner or owners are known as the Grantor or Grantors. (Please note the text and format of the form may be reproduced with names and the legal description added rather than filled in the blanks.)
3. **Sign in the presence of two witnesses and a notary public.** They will need to witness the signature and indicate the date of signing
4. **Send the signed original to Cleveland Water.** It may be delivered or sent to Cleveland Water, Engineering – 2nd Floor, 1201 Lakeside Ave. E, Cleveland OH 44114. Please note we must have the original document. Cleveland Water will then review the easement for completeness and have it signed as accepted by Cleveland Water. The document will then be returned.
5. **Have the easement recorded.** The easement must then be recorded by the County were the property is located. In Cuyahoga and Summit Counties, this is part of the Office of the County Fiscal Officer. In Medina and Geauga Counties, it is done in the Office of the County Recorder. The property owner is responsible for paying all recording fees.
6. **Provide CWD with the document number of the recorded easement.** Cleveland Water will need to verify the easement is recorded before service can be turned on. Please provide CWD with the Document Number, AFN Number, or Book/Page so that Cleveland Water can verify the easement has been recorded. You may email this information to WaterServiceApplication@ClevelandWater.com.

EASEMENT FOR WATER METER VAULT

KNOW ALL MEN BY THESE PRESENTS

THAT _____, herein for consideration of the sum of one dollar (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged, do(es) hereby give, grant, bargain and convey to the City of Cleveland, municipal corporation of the State of Ohio, the Grantees herein, the Right-of-way and easement for the purpose hereinafter mentioned is the following premises, to-wit:

Be the same more or less but subject to all legal highways.

The Grantor(s) convey the right and easement to enter upon said premises and to install, repair and maintain therein the water meter(s), also to turn off the water of any service or main, or to do any other thing that may be necessary or advisable in the judgment of said Grantees, its successors or assigns, in order to maintain or operate said meters in accordance with the ordinances, rules and regulations for the management of said Grantees now in force or that may hereafter be adopted.

The Grantor(s) further in consideration of the acceptance of the easement above mentioned, by the Grantee does hereby agree to pay the entire cost of installing and maintaining a water meter vault and appurtenances within the above described easement, constructed and maintained in accordance with the provisions, rules, regulations and requirements of the Grantee, its successors or assigns.

Whenever the Grantor(s) is notified by the Grantee that the water meter vault or its appurtenances are in need of maintenance, said maintenance shall be performed by the Grantor(s). In the event the Grantor(s) fails to perform said maintenance within a reasonable period of time as determined by the Grantee, the Grantee reserves the right to perform said maintenance and charge the expense thereof to the Grantor(s).

The Grantor(s) 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.

TO HAVE AND TO HOLD THE above described easement and right-of-way for the purpose above mentioned unto said Grantee forever.

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

