

RIGHT OF WAY EASEMENT

KNOW ALL MEN BY THE PRESENTS, that _____, hereinafter called Grantors, in consideration of one (\$1.00) dollar and other good and valuable consideration paid by Adams County Regional Water District, hereinafter called 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 temporary and also a perpetual easement with the right to erect, construct, install, and lay and thereafter use, operate, inspect, repair, maintain, replace and remove water lines, valves, fittings, meters, and accessories over and across the following land owned by Grantors in _____ Township, _____ County, State of Ohio, to-wit:

as recorded in OR _____ and Page _____ in the office of the Adams County Recorder, together with the right of ingress and egress over Grantors adjacent lands for the purpose for which the above-mentioned rights are granted.

The temporary easement, which is for construction purposes, is to terminate upon the completion of construction, and is limited to thirty (30) feet in width being fifteen (15) feet on each side of and parallel with the proposed centerline of the waterline. The permanent easement hereby granted is limited to fifteen (15) feet in width being seven and one half (7 1/2) feet on each side of and parallel with the centerline of the waterline as finally laid and constructed across the lands of the within Grantor.

The consideration recited herein shall constitute payment in full for all damages sustained by Grantors by reason of the installation of the structures 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 Grantor's premises. This agreement, together with 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 all encumbrances and liens except the following:

IN WITNESS WHEREOF, the said _____, who hereby release their respective right and expectancy of dower in said premises have hereunto set their hands this _____ day of _____, 20____.

X _____

X _____

STATE OF OHIO, Adams County, SS

On this _____ day of _____ 20____, before me, a Notary Public in and for said County, personally came _____, the Grantors in the foregoing easement who acknowledged the signing thereof to be their voluntary act and deed.

Witness my official signature and seal on the day last above mentioned.

Notary Public – My commission expires _____

This instrument prepared by:
Alan W. Foster, Attorney
West Union, Ohio

(seal)