# RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that in consideration of One Dollar ($1.00) and other good and valuable consideration paid to: _____
whose address is: _____,
hereinafter referred to as GRANTORS, by Brown County Rural Water Assn., Inc., hereinafter referred to as GRANTEE, the receipt of which is hereby acknowledged, the GRANTORS do hereby grant, bargain, sell, transfer, and convey to said GRANTEE, its successors and assigns, a perpetual easement with the right to erect, construct, install, and lay, and thereafter use, operate, inspect, survey, repair, maintain, replace, and remove water mains, service lines, hydrants, valves, meters, controls, and appurtenances, over, across, and through the land of the GRANTORS situated in _____County, _____Township, State of Ohio, said land being described as follows: Being a tract of land, containing _____ acres, more or less, with Parcel # _____, or Lot # ____in _____ Subdivision, on _____ Road and being real estate acquired by GRANTORS in Official Record Book _____, Page _____, of _____ County Recorder's Office, together with the right of ingress and egress over the adjacent lands of the GRANTORS, their successors and assigns, for the purpose 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 waterline as constructed and appurtenances installed on GRANTORS' property on the _____ side of _____ Road. In the event said road is widened or improved, GRANTEE may move said waterline along the side of the new road's right-of-way so as to permit widening or improvement and the new waterline right-of-way shall be established by the same method aforesaid. GRANTORS, for themselves, their heirs and assigns, agree that upon completion of laying and installing of the waterline and appurtenances, not to remove any dirt, sand, gravel or cover material from the top, or the immediate vicinity, of the waterline, 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 waterline and appurtenances.

The consideration recited herein shall constitute payment in full for all damages sustained by the GRANTORS by reason of 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 GRANTORS' 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.

**THIS DOCUMENT MUST BE NOTARIZED.**

| | |
|---|---|
| _____ | _____ |
| **Signature Owner** | **Signature Owner** |
| _____ | _____ |
| **Print Name** | **Print Name** |
| _____ | _____ |
| **Signature Owner** | **Signature Owner** |
| _____ | _____ |
| **Print Name** | **Print Name** |

STATE OF OHIO, COUNTY OF _____, SS:
The foregoing instrument was acknowledged before me this ____ day of _____, 20__ by _____.

_____
Notary Public
(please stamp inside box)

Prepared by Stanley K. Purdy
Attorney at Law
318 W. State Street
Georgetown, OH 45121

Revised July 23, 2009