

RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that The Board of Education of the Big Walnut Local School District, hereinafter collectively called GRANTOR, in consideration of One Dollar (\$1.00) and other good and valuable consideration paid by DEL-CO WATER COMPANY, INC., hereinafter called GRANTEE, the receipt and sufficiency of which GRANTOR acknowledges, does grant, bargain, sell and convey to said GRANTEE, its successors and assigns, an easement, a portion of which is temporary and a portion of which is perpetual, with the right to erect, construct, install, lay and thereafter use, operate, inspect, repair, maintain, replace, relocate, and remove waterlines, as well as branch waterlines and service lines from a waterline to the road right-of-way, and valves, fittings, meters, hydrants and other accessories over and across the following lands owned by the GRANTOR in the State of Ohio, County of Delaware, Township of Sunbury, and more particularly described as follows, to wit:

Parcel Number	Legal	Acreage
41714407022000	17-4-1 Part of Farm Lot 8	2.777

which property is located on the North side of Harrison St., and the mailing address of which property is 70 Harrison St., Sunbury, Ohio, together with the right of ingress and egress over the GRANTOR'S adjacent lands, for the purpose of which the above-mentioned rights are granted.

The temporary easement, which is for construction purposes, applies only during construction, and is limited to twenty-five (25) feet in width, being 12½ feet on each side of and parallel with the proposed centerline of the water line. The permanent easement hereby granted is limited to twelve (12) feet in width, being 6 feet on each side of and parallel with the centerline of the waterline or the centerline of the service line from the waterline to the meter, and a radius of three (3) feet from the center of the meter as finally laid and constructed across the lands of the within GRANTOR, said lines to be constructed as near as possible to the right-of-way of Harrison St. or within existing utility easements.

The GRANTEE shall pay any damages which may arise to crops, as well as repair any damages to fences, drainage or field tile, driveways, or other structures from the laying, maintaining, operating, repairing, replacing, and final removal of said water lines and shall grade, seed, and mulch any ground area disturbed by GRANTEE. Said damages, if not mutually agreed upon, shall be ascertained and determined by three disinterested persons, one thereof to be appointed by the GRANTOR, one to be appointed by the GRANTEE, and the third appointed by the two appointed as aforesaid, and their word shall be final and conclusive.

If at any time, any governmental authority having control over public streets, highways or rights-of-way requires GRANTEE, or its successors and assigns, to relocate any or all of the facilities which are located along a public street, highway or right-of-way, then GRANTOR, or its successors or assigns, will cooperate reasonably with GRANTEE, and its successors and assigns, to relocate the affected facilities, whether in the public road right-of-way or within the limits of this Easement, along, adjacent, and contiguous to public streets, highways or rights-of-way as they now exist or may hereafter exist. GRANTOR, its successors and assigns, further agree that upon such relocation the area of this Easement shall be deemed modified and relocated to the area of the affected facilities, as relocated.

The permanent easement granted herein shall be non-exclusive and allow other easements to overlap the easement provided herein for the benefit of the GRANTOR; provided, however, the permanent easement granted herein restricts placing sanitary or storm sewer lines within ten feet (10') horizontal separation and two feet (2') vertical separation zones and other buried utilities within a distance of five feet (5') horizontal separation and two feet (2') vertical separation from the centerline of waterlines as finally laid and constructed.

This agreement, together with other provisions of this grant, shall constitute a covenant, running with the land. This agreement shall be binding on GRANTOR, GRANTOR'S heirs, personal representatives, successors and assigns. This agreement shall inure to the benefit of GRANTEE, and its successors and assigns. The undersigned covenants that GRANTOR is the owner of the above-described lands and that said lands are free and clear of all encumbrances, except mortgages, leases, easements, and restrictions of record.

IN WITNESS WHEREOF, the said Board of Education of the Big Walnut School District who hereby release their respective right and expectancy of power in the said property, have hereunto set their hands this ____ day of _____, 20____.

Board of Education of the Big Walnut School District

By: _____

Printed

Title

STATE OF _____

COUNTY OF _____

The foregoing Right of Way Easement was acknowledged before me this ____ day of _____, 20____, by _____ of the Board of Education of the Big Walnut School District, the grantor in the foregoing Right of Way Easement.

Notary Public
Commission Expires _____

Prepared by:
Del-Co Water Co., Inc.
6658 Olentangy River Road
Delaware, Ohio 43015

To the Grantor & Notary: _____
Please do not mark in the
1" margins on both sides.
Thank you,
Del-Co Water Co., Inc.