

**EASEMENT FOR INSTALLATION AND
MAINTENANCE OF A SANITARY FORCE MAIN SEWER
PARCEL NUMBER 489-26-022
CITY OF NORTH ROYALTON
CUYAHOGA COUNTY, OHIO**

1. **SEA PEARL RENTALS, LLC, EMIL SOLOMON, MEMBER**, the Grantor herein, for **ONE HUNDRED DOLLARS** (\$100.00) and other valuable consideration, receipt of which is hereby acknowledged to my full satisfaction, do hereby grant and convey to the City of North Royalton a perpetual SANITARY FORCE MAIN SEWER easement of in the following described premises (the "Premises") attached as Exhibit A.

2. A true and accurate description of the SANITARY FORCE MAIN SEWER easement is found in the Legal Description and Drawing which is identified as Exhibit A and which is attached hereto and incorporated fully herein as if fully rewritten herein.

3. 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.

4. 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, maintain, operate, repair, remove and maintain therein a SANITARY FORCE MAIN SEWER and appurtenances which the Grantee deems to be necessary or advisable from time to time; or to do any other thing which the Grantee deems to be necessary or advisable in order to operate or maintain said SANITARY FORCE MAIN SEWER, pipes and appurtenances in accordance with the ordinances, rules and regulations of the Grantee which are now in effect or may be adopted hereafter.

5. The City of North Royalton agrees to pay the entire costs of installing and maintaining a SANITARY FORCE MAIN SEWER and appurtenances upon the premises. The SANITARY FORCE MAIN SEWER and appurtenances, shall upon completion, and approval by the Grantee, become and remain the property of the Grantee, City of North Royalton.

6. The Grantor hereby restricts the premises against the construction thereon of any temporary or permanent structures.

7. 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 SANITARY FORCE MAIN SEWER and appurtenances. Grantor further agrees to make no alterations to the premises which would increase the depth of the SANITARY FORCE MAIN SEWER to more than **six** feet (**6**') or reduce its depth to less than **three** feet (**3**').

8. If the Grantor desires to alter the premises in any way other than as 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 SANITARY FORCE MAIN SEWER and appurtenances which are affected by such alteration. Where necessary, the Grantor shall grant a new easement of not less than TWENTY feet (20') in width under the same terms and conditions as herein provided. The relocated or reconstructed SANITARY FORCE MAIN SEWER and appurtenances shall, upon completion, and approval by the Grantee, become the property of grantee, City of North Royalton.

9. 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 use of the SANITARY FORCE MAIN SEWER or make such alterations as are necessary to bring the premises into compliance with the provisions of this easement.

10. Whenever maintenance or work of any kind is performed on the premises under the terms of this easement, Grantee, City of North Royalton shall bear the responsibility for restoration of the premises and their environs to their original topographical condition.

11. The City of North Royalton assumes liability for any and all damage, injury or loss to any person or property caused by, related to or resulting from any leaks in the SANITARY FORCE MAIN SEWER or appurtenances or the maintenance, construction, reconstruction or relocation of said SANITARY FORCE MAIN SEWER or appurtenances. The Grantor agrees to indemnify and hold harmless the Grantee from any and all expense incurred and damage to the SANITARY FORCE MAIN SEWER and appurtenances caused by, related to or resulting from Grantor's construction within or upon the premises or from any other use of the premises by the Grantor.

12. 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.

13. 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.

14. 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 SANITARY FORCE MAIN SEWER easement, right-of-way, appurtenances and additions installed by the Grantee, 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:

By:

Title:

STATE OF OHIO)
)
COUNTY OF CUYAHOGA)

SS:

Before me, a Notary Public in and for said County and State, personally appeared the above-named, **SEA PEARL RENTALS, LLC, EMIL SOLOMON, MEMBER**, 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____

The legal form of the within instrument is hereby approved:

Director of Law,
City of North Royalton, Ohio

_____, 20____.

Accepted by the Council of _____ by
(Resolution/Ordinance) No. _____
Passed _____, 20____.

Director of Legislative Services

_____, 20____.
Date

This Instrument Prepared by:

Thomas A. Kelly, Law Director
City of North Royalton