

#

SEWER EASEMENT SUBDIVIDED LAND

KNOW ALL BY THESE PRESENTS:

That in consideration of the benefits which may result from the installation of a pressure sewer system and other good and valuable consideration,

hereinafter referred to a GRANTOR, does hereby grant to the County of _____, its successors and assigns, hereinafter referred to as GRANTEE, a political subdivision of the State of Ohio, which is acting under authority of the Ohio Revised Code, particularly Chapter 6117, a right of way and perpetual easement with the right to erect, construct, install and lay, and thereafter to use, operate, inspect, repair, maintain, replace and remove, sewage facilities for collection, treatment, and disposal of sanitary sewage including, but not limited to, septic tanks, sump pumps, pump vaults, pump electrical connections and appurtenances thereto or necessary to accomplish the same purpose, as are necessary to care for and conduct sewage from the following described property of the GRANTOR:

Situated in the Township of _____, County of _____, State of Ohio:
Parcel Number _____ Being Lot Numbers _____ in the _____ Subdivision as recorded in Plat Book _____, Page _____, together with the right of ingress and egress for the purpose of this EASEMENT over the lands of the GRANTOR, his heirs, successors and assigns, more particularly described as follows:

INITIAL CONSTRUCTION EASEMENT

The initial construction easement shall apply to the entire above described lands from such time as the GRANTEE begins to construct any sewage facilities on the above described lands of the GRANTOR until such time as the sewage facilities are properly connected to the main sewer collection line and begin to discharge wastewater into the sewage collection system.

PERPETUAL EASEMENT

Following the initial construction period or following a temporary major repair period, a perpetual easement shall apply to the above described lands of the GRANTOR, such easement more particularly described as follows:

Five feet on either side of a septic tank and pressure sewer service lines as shown in "as built" drawings for the above described lands on file in the office of the Licking County Water and Wastewater Department.

MAJOR REPAIR EASEMENT

If at any time, in the sole judgment of the GRANTEE or its duly authorized representative, the sewage facilities located on the above described lands of the GRANTOR, require major repair, replacement or reconstruction, a temporary major repair easement shall apply to the entire above described lands from such time as the GRANTEE begins to repair, replace or reconstruct the sewage facilities on the above described lands of the GRANTOR until such time as the sewage facilities are properly reconnected to the main sewer collection line and begin to discharge wastewater into the sewage collection system.

EASEMENT RESTRICTIONS

Grantor may fully use and enjoy the above described lands, except the GRANTOR shall not construct, plant, or place, nor permit the construction, planting or placement of any structure, plant, tree, crop or other obstruction in, over or under any sewage facilities constructed or maintained by the GRANTEE, within the limits of the above described PERPETUAL EASEMENT, shall not make any excavation or change in the grade over or near any sewage facilities constructed or maintained by the GRANTEE within above described PERPETUAL EASEMENT, any of which will interfere in any other way with the exercise of the rights granted to GRANTEE. GRANTEE may waive any of the EASEMENT RESTRICTIONS only upon express written consent to the GRANTOR, his heirs, successors and assigns.

RIGHTS OF RESTORATION

The GRANTEE shall restore the above described lands of the GRANTOR to a reasonably similar condition following any construction, operation, maintenance, or repair of the above described sewage facilities which results in disruption of soil, landscaping, or other improvements located on the above described lands of the GRANTOR, except the GRANTEE shall not be responsible for the restoration of anything constructed, planted, or placed upon the lands of the GRANTOR in violation of the above described EASEMENT RESTRICTIONS.

NECESSARY DAMAGES RELEASE

GRANTOR hereby releases the GRANTEE and persons acting on its behalf and waives any and all damages necessarily incident to the exercise of the rights granted by this EASEMENT, but the GRANTEE shall be liable