

Lot #2436 Water and Sewer Easement

This water and sewer construction easement is dated the ___ day of _____, 2018 by and between Jennie S. D'Amicone, Mayor of the Village of Roaming Shores, 2500 Hayford Road, P.O. Box 237, Roaming Shores, OH 44084 (hereinafter "grantee") and Stephen L. Hanek II and Mai Linh Hanek, 2437 Cherrywood Terrace, Roaming Shores, Ohio 44084) (hereinafter "grantors") for the purpose of creating a water and sewer easement on Lot #2436. For valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

- 1) the grantors herein grant a water and sewer easement to the grantee for the sole purpose of constructing, maintaining, repairing and replacing water and sewer lines running north to south and in the approximate center from a point of beginning at the western and eastern boundary of Lot #2436, owned by Steve Hanek, as more fully described in the legal description contained in exhibit A attached hereto.
- 2) The parties acknowledge that the constructing of such water and sewer lines running north side to south along Lot #2436 will disturb soil and the Grantee shall restore the premises to its condition prior to the work. The Village shall also clear trees,

remove stumps and seed grass in an area approximate 20' x 122' (2,416 sq. ft.) from the proposed utility easement within lot #2437, as well as clear the approximate 60' x 50' (3,000 sq. ft.) wooded area between the detached garage on lot #2437 and Plum Creek Drive (roadway).

- 3) The grantee shall be responsible for traffic control during any such construction, maintenance, repair or replacement of such water and sewer lines and shall hold harmless, and indemnify the grantors for any damages arising from grantee's actions or omissions including water leaks or sewer leaks not caused by the actions or omissions of the grantors or third parties. The grantee shall further agree to promptly repair any water or sewer leaks in a timely manner.
- 4) The grantee shall continue to maintain the water and sewer lines in the easement and shall promptly repair any leaks or damages to the lines, and shall hold the grantors free and harmless for any repairs or maintenance work of such lines in the easement, or for any injuries or damages arising from the grantee's failure to properly maintain such lines and easement.
- 5) The grantee further agrees to install at no cost to the grantors one metered yard water hydrant at a location specified by the grantors on Lot #2437.
- 6) The grantee estimates that the work will begin in the spring of 2018 and shall be completed before August 1, 2018. The grantee agrees that work on the project shall be performed only on weekdays (M-F) (excluding holidays) between the hours of 8 am to 7 pm during daylight hours and shall not be conducted after dark.

7) This agreement shall be binding upon the heirs, executors, assigns and successors in interest of the parties.

Jennie S. D’Amicone, Mayor
Village of Roaming Shores

Stephen L. Hanek II, Owner
Lot #2436, #2437

Mai Linh Hanek, Owner
Lot #2436, #2437

State of Ohio)
)
Ashtabula County)ss

Before me a Notary Public in and for said County and State, personally appeared Jennie S. D’Amicone, Mayor of the Village of Roaming Shores, who acknowledged that she did execute the foregoing instrument and that the same is her free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at _____, Ohio, this _____ day of _____, 2018.

NOTARY PUBLIC
My commission expires:

State of Ohio)
)
Ashtabula County)ss

Before me a Notary Public in and for said County and State, personally appeared STEPHEN L. HANEK II and MAI LINH HANEK, who acknowledged that they did execute the foregoing instrument and that the same is their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at _____, Ohio, this _____ day of _____, 2018.

NOTARY PUBLIC
My commission expires: