

SEWER EASEMENT

KNOW ALL MEN BY THESE PRESENTS that **THE TIFFIN CITY SCHOOL DISTRICT BOARD OF EDUCATION**, "Grantor", an Ohio public school district and political subdivision of the State of Ohio, for One Dollar (\$1.00) and other good and valuable consideration paid by **DANIEL TRAXLER & REBECCA TRAXLER**, Husband and Wife, "Grantee", the receipt of which is hereby acknowledged, does hereby grant to Grantee, its successors and assigns, a perpetual non-exclusive easement in, on, over, under, across and through the portion of Grantor's real property, being Seneca County PPN Q53-04-132040-00-00 (the "Grantor's Property") being an area of land approximately 10 feet in width off of the Grantor's Property eastern boundary line beginning at the southern edge of Grantor's Property and ending at the northern edge of Grantor's Property, being more particularly described in **Exhibit "A"** (the "Easement Area") attached hereto and made a part hereof, for the purposes of laying, constructing, maintaining, inspecting, operating, using, repairing, replacing, changing, adding and/or removing, accessing, or excavating an underground sanitary sewer line and any underground accessory equipment (collectively, the "Improvements"). A site plan of the Easement Area is set forth in **Exhibit "B"**, attached hereto and incorporated herein.

The easement includes, without limitation, (a) the right at any time in the future to lay, construct, maintain, inspect, operate, use, change, repair, replace, and/or remove the Improvements within the Easement Area, and (b) reasonable ingress and egress over Grantor's Property for purposes of accessing the Improvements within the Easement Area and enjoying all rights and benefits thereto. The physical limits of the Improvements shall be entirely confined to the Easement Area.

Grantee agrees upon entry by Grantee for the purpose of laying, constructing, maintaining, inspecting, operating, using, repairing, replacing, changing, and/or removing the Improvements, it will restore Grantor's Property to its former condition as nearly as is reasonably possible after completion of the particular work being performed. Grantor hereby reserves and retains all other property rights in and to Grantor's Property and the Easement Area and Grantee acknowledges that the installation of Improvements are subject to any necessary future use by Grantor of Grantor's Property. The Grantee, at its sole cost and expense, shall maintain the Improvements in good condition and repair.

The Grantee shall use commercially reasonable efforts to ensure that all contractors, subcontractors, employees, agents, and licensees performing any installation, repair, replacement, or maintenance work described above in connection with the Improvements or who perform such work within or on the Improvements on its behalf are bonded and carry general liability insurance in amounts as customary in the industry.

All of the covenants, agreements, stipulations, provisions, conditions, and obligations contained herein, shall be considered as running with the land and shall extend to, bind and inure to the benefit of, as the case may require, the heirs, executors, administrators, successors, and any assigns of Grantor and of Grantee, respectively, as fully as if such words were rewritten whenever references to Grantor and/or Grantee occur in this document.

This Easement Agreement may be executed in several counterparts, each of which shall be an original document and all of which together shall constitute one and the same Easement Agreement.

[Remainder of the page intentionally left blank]

IN WITNESS WHEREOF, Grantor, by their duly authorized representatives, has caused this instrument to be executed on the _____ day of _____, 2024.

TIFFIN CITY SCHOOL DISTRICT
BOARD OF EDUCATION,
an Ohio public school district and political
subdivision of the State of Ohio

By: _____
Dustin Williams, Board President

By: _____
Ryan Cook, Treasurer

STATE OF OHIO
COUNTY OF SENECA, SS:

The foregoing instrument was acknowledged before me this ____ day of _____, 2024, by Dustin Williams, the Board President and Ryan Cook, the Treasurer, of THE TIFFIN CITY SCHOOL DISTRICT BOARD OF EDUCATION, an Ohio public school district and political subdivision of Ohio, on behalf of such school district.

Notary Public

IN WITNESS WHEREOF, Grantees have executed this instrument on the _____ day
of _____, 2024.

Daniel Traxler

Rebecca Traxler

STATE OF OHIO
COUNTY OF SENECA, SS:

The foregoing instrument was acknowledged before me this ____ day of
_____, 2024, by Daniel Traxler and Rebecca Traxler.

Notary Public

This instrument prepared by and after recording return to: Bricker Graydon LLP, 100 S. 3d St., Columbus, OH
43215

DESCRIPTION CHECKED
2/22/2024 SLM

A 10 FOOT WIDE SANITARY SEWER EASEMENT LEGAL DESCRIPTION

Being a parcel of land situated in the 4th Ward, City of Tiffin, Seneca County, Ohio,
described as follows:

Being the westerly half of a former 20 feet wide vacated alley east of former Lot 18 of
Remmele's Addition as depicted on a plat of survey for the "Tiffin Middle School"
performed by James G. Homan of HANK & Associates dated December 21, 2001 (Plat
Volume 2, Page 3 for Remmele's Addition and Seneca County Tax Map Survey Record
Number 3, Page 75 for HANK & Associates Survey).

Subject to all legal highways and easements.

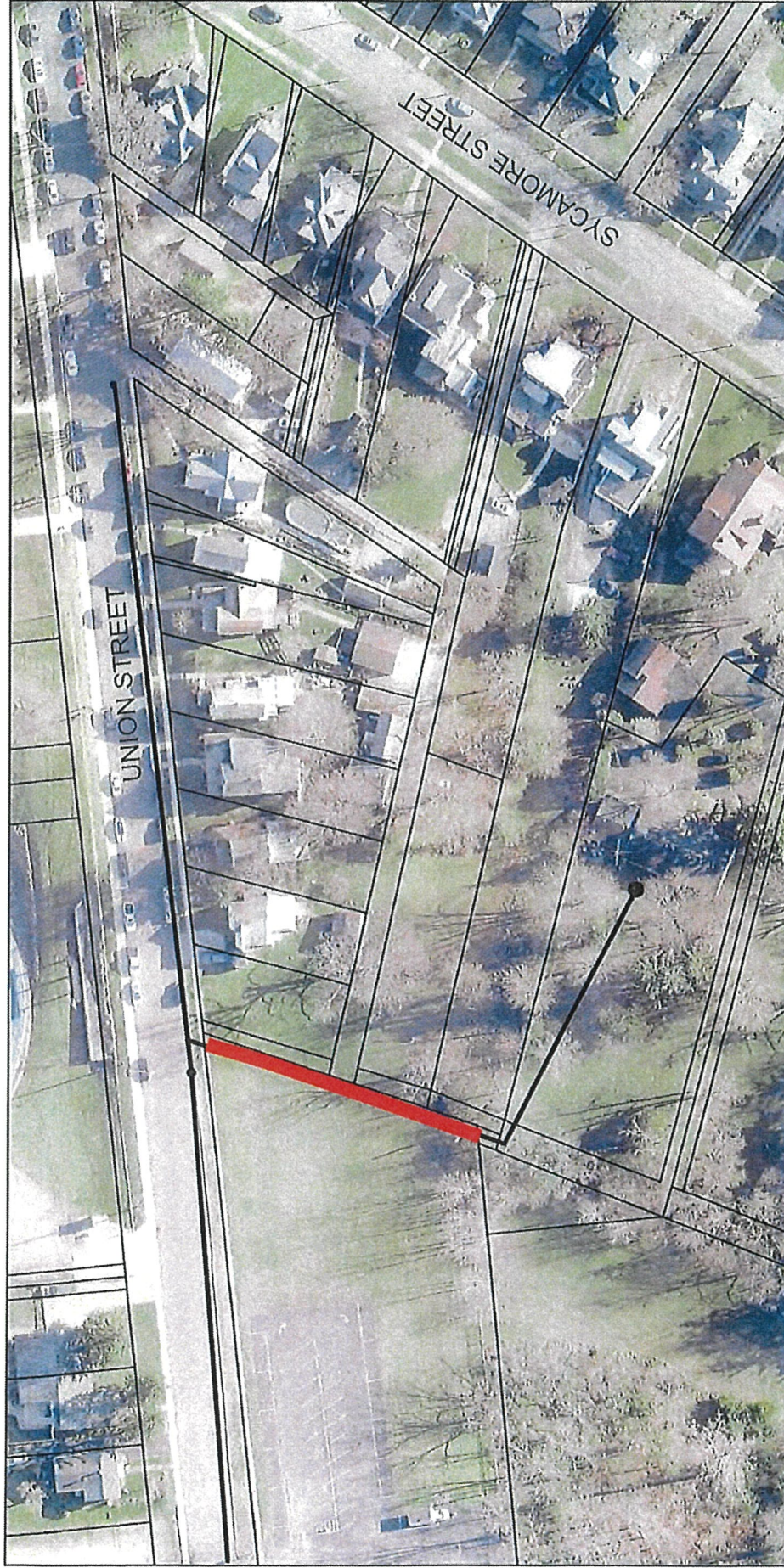
Parcel Number: Q53041320400000

This easement description was prepared by Matthew R. Watson, PS # 8789, City
Engineer, City of Tiffin, 51 East Market Street, Tiffin, Ohio 44883 in February 2024.



Matthew R. Watson
02/21/2024

Exhibit B



Easement Area - █



130 Sycamore Street - Sewer Connection Concept Drawing

CITY OF TIFFIN
ENGINEERING DEPARTMENT
51 E. MARKET STREET
TIFFIN, OHIO 44883



