

Easement Agreement

THIS AGREEMENT, entered into _____ day of _____, 20__ by and between _____ henceforth, "Grantor(s)" and _____ henceforth "Grantee(s)". The Grantor is the owner of the property located at _____, _____ WV, being described as Parcel _____ of Tax Map _____, located in _____ District and more particularly described in Deed Book _____, Page_____.

The grantor, having received good and valuable consideration, including the sum of \$1.00, receipt of which is expressly acknowledged by the same on behalf of the Grantor(s), heirs and assigns, an easement for a water meter tap to be installed by Clay Battelle PSD and/or agent. The easement is also to install private owned water service line, shut off valve and possible pressure regulator on the property of the Grantor(s) to serve the Grantee(s) residence, business or garage. The private line shut off valve and pressure regulator will be installed by the Grantee(s) and/or agent. The private owned service line is exclusive to serve one location. The total distance of the private service line is estimated at _____ feet long and five feet wide.

It is agreed that it shall be the Grantee's responsibility upon completion of said private water service line and appurtenances to regrade the land of the Grantor(s) to its prior condition to the extent reasonable possible and feasible; subject however, to the limitations and damages hereinbefore set forth and for which the Grantor(s) has been fully compensated. The Grantor(s) and Grantee(s) acknowledge that Clay Battelle PSD owns the water meter and related appurtenances and has easement to read, make repairs, and change the meter and related appurtenances as it becomes necessary.

It is further agreed the Grantee(s), successors, assignees have the right to promptly enter the Grantor's property and repair and/or replace said private service line should it become necessary. The Grantee(s) must maintain the easement in good repair so that no unreasonable damage will result from its use to the adjacent land of the Grantor(s), successors and assigns.

Grantor(s) agrees not to erect any structure or place any object over the easement hereby conveyed, which would interfere with the use and occupancy of the said easement.

Grantor(s)

Grantee(s)

STATE OF WEST VIRGINIA,
COUNTY OF MONONGALIA, TO-WIT:

The foregoing instrument was acknowledged before me this _____ day of _____ 20__, by _____, Grantor(s).

Notary stamp

Notary Public

My commission expires _____

DECLARATION OF CONSIDERATION OF VALUE"

Under the penalties of fine and imprisonment as provided by law the undersigned presents for recordation and represents that he is familiar with the transaction to which this declaration is appended and does hereby declare the total consideration for the property transferred thereby is (\$1.00).

Given under my hand this _____ day of _____, 20__.

Signature of person presenting document for recordation

Please return this filed document to _____