

"EXHIBIT A"

THIS AGREEMENT entered into this ____ day of _____, 2008, between the City of North Royalton, Ohio, a Municipal Corporation, hereinafter referred to as "City" and _____ (hereinafter referred to as "Owner(s)") titled owners of real estate located at _____, North Royalton, Ohio, and further known as Permanent Parcel No. _____.

WHEREAS, the City has constructed a Sanitary Sewer System within its Municipal Boundaries and, for reasons of the preservation of public health, safety and welfare, has passed certain ordinances requiring all accessible parcels of land containing dwelling within said Sanitary Sewer System to connect to the Sanitary Sewer System, and

WHEREAS, the owner(s) of the aforesaid parcel are desirous of connecting to the Sanitary Sewer System and are willing to have a contractual relationship with the City which will cover the obligations of themselves, their heirs, assigns and successors relative to such matters as the installation, maintenance, replacement and ownership of a grinder pump.

IT IS THEREFORE, Mutually agreed between the parties:

- 1) That the City of North Royalton will, according to the standards and specification as established by the City, purchase a grinder pump for said parcel for the benefit of the current and future owner(s) of said parcel; and
- 2) The Owner(s) agree to accept ownership of said grinder pump and further agree to pay the total cost of any installation and connection of said grinder pump to the City Sanitary Sewer System, which construction and connection shall be in accordance with current standards and current specifications as of the date of this agreement, and that the City shall inspect and approve the construction and connection of the grinder pump and sewer lateral; and
- 3) The owners further agree for themselves, their heirs, successors, and assigns, to operate, maintain and repair or replace the grinder pump when needed. I/we the undersigned Owner(s), by and through my/our authorized representatives do hereby covenant and agree for myself/ourselves, my/our heirs, executors, administrators, successors and assigns, as the case may be, forever not to sue or proceed at law or in equity and to cease suing and never to sue the City, its past, present, future agents, attorneys, representatives, officers, directors, elected officials, employees, predecessors, successors, heirs, executors, administrators and assigns, as the case may be on any and all claims, actions, causes of actions, suits, contracts, debts, dues, sums of money, accounts, liens, reckonings, controversies, restitutions, damages and demands, injuries, damages to property, costs, or any other losses or damages of any and every kind or nature whatsoever including, but not limited to any such matters arising under the laws of the United States or of any state or territory thereof, any arising under the common law, and any arising under any ordinance, regulation, ruling or other directive of any agency, administrative body or other subdivision or department of the United States or of any state or territory thereof, or of any local government or instrumentality, which plaintiff(s) have, had, now have or which they hereafter can, shall or may have in their name or jointly or through any other person, natural or corporate, against the City only, and no other, for, upon, or by reason of any act, matter, transaction, cause or thing whatsoever, whether known or unknown, whether suspected or unsuspected from the beginning of the world to the date of this Covenant Not To Sue and To Cease Suing Agreement arising out of the installation, maintenance, replacement and ownership of the grinder pump.

- 4) In consideration for the payment provided for herein, Owner(s) agree that he/they will defend, indemnify, and hold harmless the City, and its past, present, and future agents, attorneys, representatives, officers, directors, elected officials, heirs, successors, assigns, employees, predecessors, and successors as the case may be, and any other persons or entities directly or indirectly liable with the same force and effect as if specifically mentioned herein, from and against any and all claims, debts, demands, actions or causes of action including attorney's fees made or brought by any person, thing, or entity, whether subrogated to or claiming by assignment, or any lien, right, claim, action or cause of action by, on behalf of, or through plaintiff arising from the purchase, construction, installation, operation and maintenance of the grinder pump described herein.
- 5) This agreement represents all of the representations, comments and discussions between the parties with respect to the purchase, construction, installation, operation and maintenance of the grinder pump and connection to the City Sanitary Sewer System, and it cannot be altered or amended except in writing by all of the parties to this Agreement.
- 6) The Owners further agree that this agreement shall be construed and interpreted under Ohio law.

IT IS FURTHER Agreed Mutually:

That this Contract after execution, shall be recorded with the Recorder's Office of Cuyahoga County, Ohio for the purpose of giving knowledge to all subsequent owners of this parcel of the duty and obligation toward the operation, maintenance, repair and replacement of said grinder pump.

IN WITNESS WHEREOF, the parties herein set their hands at North Royalton, Ohio on this _____ day of _____, 2008.

WITNESSETH:

_____	_____
	OWNER
_____	_____
	OWNER

STATE OF OHIO)
 (SS
CUYAHOGA COUNTY)

BEFORE ME, a Notary Public, in and for said County and State, personally appeared Robert A. Stefanik, Mayor of the City of North Royalton, who acknowledged that she did sign the foregoing instrument and the same is her free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, at North Royalton, Ohio, this _____ day of _____, 2008.

NOTARY PUBLIC

Exhibit A
08-78

WITNESSETH:

THE CITY OF NORTH ROYALTON

_____ BY _____
ROBERT A. STEFANIK
MAYOR

STATE OF OHIO)
 (SS
CUYAHOGA COUNTY)

BEFORE ME, a Notary Public, in and for said County and State, personally appeared
_____ who acknowledged that they did sign 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 _____, 2008.

NOTARY PUBLIC