

ASSIGNMENT AND ASSUMPTION
Of Agreement for Private Lead Service Line Replacement

This ASSIGNMENT AND ASSUMPTION (this “**Assignment**”) is entered into effective as of the Effective Date by and between ASSIGNOR and ASSIGNEE (each as defined below).

“PROPERTY” [address]: _____

“ASSIGNOR” (Owner/Seller of the Property): _____

“ASSIGNEE” (Purchaser of the Property): _____

RECITALS

- A. Assignor and the City of Cincinnati (the “**City**”) are parties to a certain *Agreement for Private Lead Service Line Replacement* (the “**Agreement**”) for the City to replace the lead water service line on Property.
- B. On or about the date hereof, Assignor has transferred the title to the Property to Assignee.
- C. Per Section 6 of the Agreement, Assignor desires to assign all of Assignor’s rights and obligations under the Agreement to Assignee, and Assignee desires to assume from Assignor of all of Assignor’s rights and obligations under the Agreement.
- D. Unless otherwise explicitly in this Assignment, all terms used herein shall have the same meaning as in the Agreement.

NOW THEREFORE, the Parties do hereby agree to the following terms and conditions:

- 1. **Assignment.** Assignor hereby assigns to Assignee all of Assignor’s rights and obligations under the Agreement that accrue following the Effective Date.
- 2. **Assumption.** Assignee hereby assumes from Assignor of all of Assignee’s rights and obligations under the Agreement that accrue following the Effective Date. Assignee acknowledges and agrees that it has been provided with an executed copy of the Agreement.
- 3. **No release.** The Parties acknowledge and agree that the City shall be a third party beneficiary to this Assignment. Assignor further acknowledges and agrees that it shall not be released by the City from any claims or remedies it may have against Assignor under the Agreement, provided however, that after the Effective Date of this Assignment, the City shall first look to Assignee to satisfy any such claims, actions, judgments or costs.

4. **Notice to City.** Within 5 days of the Effective Date, the parties shall provide a copy of this executed Assignment to the City at Greater Cincinnati Water Works c/o GCWW Lead Program Community Liaison, 4747 Spring Grove Avenue, Cincinnati, Ohio 45232.

Executed by the parties on the dates indicated next to their respective signatures, effective as of the latest of such dates ("**Effective Date**").

ASSIGNOR(s):

Signature

Signature

Printed name

Printed name

Date

Date

ASSIGNEE(s):

Signature

Signature

Printed name

Printed name

Date

Date