

RESOLUTION # 1814
AUTHORIZING THE CITY ADMINISTRATION TO
ENTER INTO AN EASEMENT AGREEMENT WITH THE TWIN CITY WATER AND
SEWER DISTRICT FOR SEWER LINE CONSTRUCTION

WHEREAS, a need has arisen to run sewer lines across property owned by the City along N. Main St;

WHEREAS, the City acquired land on N. Main St. through FEMA grants and cannot build on said Land,;


WHEREAS, a final Easement for signature has been approved by the City Law Director;

Therefore, **BE IT RESOLVED** by the City Council of the City of Uhrichsville, the attached Easement is hereby ratified by the members of City Council and the Mayor and administration are hereby authorized and directed to sign said Easement.

This Resolution shall be in enforce and become effective immediately upon its passage or at that earliest point under law.


This Resolution is signed this 26th day of April, 2018.

PASSED: 4/26/18



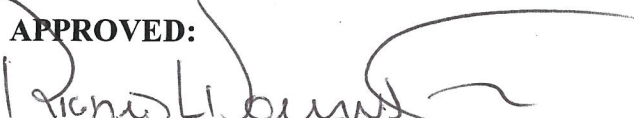
MARK HANEY, PRESIDENT

ATTEST:



TRISHA ADDISON, CLERK

APPROVED:



RICHARD DORLAND, MAYOR

* Amended at Council Meeting on May 10, 2018 by motion to attach amended map to Easement Agreement which changes the direction of the Easement.

EASEMENT AGREEMENT

This Easement Agreement is made between **The City of Uhrichsville, Ohio** (hereinafter referred to as "FIRST PARTY") and **The Twin City Water and Sewer District** (hereinafter referred to as "SECOND PARTY") under the following conditions:

- A. FIRST PARTY is a municipal government established pursuant to provisions of the Ohio Revised Code, and FIRST PARTY is the owner of certain real property located between North Main Street, Uhrichsville, Ohio and the residence located at 297 E. 12th Street, Uhrichsville, Ohio (hereinafter referred to as "PROPERTY")
- B. SECOND PARTY is a regional water and sewer district established pursuant to provisions of the Ohio Revised Code, and SECOND PARTY supplies water and sewer service to the residence located at 297 E. 12th Street, Uhrichsville, Ohio.
- C. SECOND PARTY desires to construct a sewer line on the PROPERTY, to run from North Main Street to the property located at 297 E. 12th Street, Uhrichsville, Ohio, so as to provide sewer service to the property located at 297 E. 12th Street, Uhrichsville, Ohio.
- D. FIRST PARTY and SECOND PARTY desire to establish a permanent easement for the location and maintenance of the contemplated sewer line located on PROPERTY.

NOW, THEREFORE, FIRST PARTY and SECOND PARTY agree as follows:

- 1. Grant of Easement by FIRST PARTY. FIRST PARTY grants to SECOND PARTY a perpetual, nonexclusive easement for purposes of construction and maintenance of a sewer line, on, over and across a strip of land on PROPERTY, with the exact location of the sewer line to be determined by SECOND PARTY, for the purpose of SECOND PARTY providing sewer service to the residence located at 297 E. 12th Street, Uhrichsville, Ohio.
- 2. Maintenance of sewer line. SECOND PARTY agrees to install and maintain, in a reasonably clean and orderly condition, and to promptly repair and replace as necessary, a sewer line on PROPERTY. SECOND PARTY shall have the right to clear or move any debris, objects, or other impediments found on PROPERTY that obstructs the installation and maintenance of the sewer line.
- 3. Obstruction of sewer line. FIRST PARTY shall not place any permanent structures or other items on the area of PROPERTY on which the sewer line is constructed by SECOND PARTY.
- 4. Indemnification. SECOND PARTY, on behalf of SECOND PARTY and its successors and assigns, agrees to indemnify, defend and hold FIRST PARTY harmless against any and all claims, demands, damages, liabilities, losses or expenses, including reasonable attorney fees, arising as a result of the exercise by SECOND PARTY, or any agent, employee, invitee, contractor, tenant or subtenant of SECOND PARTY, of any right granted by this Easement Agreement, unless and to the extent that the claim, demand, damage, liability, loss or expense was sustained as a result of any negligent or other wrongful acts of FIRST PARTY or the agents, employees, invitees, contractors, tenants or subtenants of FIRST PARTY.
- 5. Liens. SECOND PARTY shall not permit or suffer any liens or encumbrances to attach to or be filed against PROPERTY as a result of any work, service or materials supplied by or to SECOND PARTY. If SECOND PARTY should suffer or permit any such lien to attach to PROPERTY, SECOND PARTY shall, at the sole cost and expense of SECOND

PARTY, promptly discharge the same. Nothing contained in this Easement Agreement shall be construed to be a consent to a mechanic's or materialman's lien against PROPERTY.

6. Reserved Rights. FIRST PARTY shall have the right to use any portion of PROPERTY for any and all purposes not inconsistent with the purposes set forth in the Easement Agreement.
7. No Dedication For Public Use. Nothing in this Easement Agreement shall be deemed or construed to be a consent by FIRST PARTY to a dedication for the public use of any portion of PROPERTY.
8. Benefit and Burden. This Easement Agreement shall be binding upon and inure to the benefit of each FIRST PARTY and SECOND PARTY and their respective successors, and the burdens and benefits of this Easement Agreement shall run with the land.
9. Amendment. This Easement Agreement may not be modified or amended except by an instrument in recordable form signed by the party against whom enforcement is sought.
10. Remedies. In the event of a breach of any obligation created under this Easement Agreement, the non-breaching party may, in addition to any other remedy provided in this Easement Agreement, seek any remedies that party may have at law or in equity to enforce this Easement Agreement, including specific agreement.



FIRST PARTY

By: MAYOR_____

TITLE

Date: 4-30-18_____

SECOND PARTY

By: _____

TITLE

Date: _____

This Instrument Prepared by:

Attorney James J. Ong, Connolly, Hillyer & Ong, Inc.

201 N. Main Street, P.O. Box 272

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(740) 922-4161

