

**RESOLUTION NO.:** 2008-R30  
**SPONSOR:** MAYOR NORTON  
**INTRODUCED:** MAY 27, 2008      **ASSIGNED TO:** INTERGOV. & UTIL.

**A RESOLUTION AUTHORIZING THE CITY OF GREEN TO GRANT A WATER UTILITY EASEMENT TO AQUA OHIO INC. TO INSTALL WATER LINES ON WISE ROAD, AND DECLARING AN EMERGENCY.**

WHEREAS, Aqua Ohio, Inc. desires to install a new water line on Wise Road in the City of Green; and

WHEREAS, it is necessary for the City to provide Aqua Ohio with a utility easement within the road right-of-way for the installation of the new water line; and

WHEREAS, since an easement is an interest in land owned by the City, it is necessary for City Council to approve the grant of the easement; and

WHEREAS, the grant of a utility easement to Aqua Ohio, Inc. serves the public health, safety and welfare by allowing them to install new water lines to provide water service to Green residents.

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GREEN, COUNTY OF SUMMIT, AND STATE OF OHIO THAT:**

**SECTION ONE:**

City Council authorizes the Mayor to execute a water line utility easement (attached as Exhibit "A") so that Aqua Ohio, Inc. can install new water lines along Wise Road in the City of Green.

**SECTION TWO:**

The City of Green finds and determines that all formal actions of this Council concerning and relating to the adoption of this Resolution were taken in open meetings of this Council and any deliberations of this Council and any of its committees that resulted in those formal actions were in meetings open to the public, in compliance with all legal requirements.

**SECTION THREE:**

Council declares this to be an emergency immediately necessary for the preservation of the public peace, health, safety and welfare of the citizens of Green. Provided that this legislation receives the affirmative vote of three-fourths of the members elected or appointed to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, it shall take effect and be in force at the earliest time allowed by law.

ADOPTED: June 24, 2008

Resolution 2008-R30

Molly Stevens  
Molly Stevens, Clerk

Christine Croce  
Christine Croce, Council  
President

APPROVED: June 29, 2008

Daniel L. Croghan  
Daniel L. Croghan, Mayor  
Richard G. Norton

COPIED \_\_\_\_\_  
SVCE ZONE PARK ROAD ENG  
LAW FIN MAY PLAN FIRE

ENACTED EFFECTIVE: June 24, 2008

ON ROLL CALL: Colopy-yea Croce-yea France-yea Manwaring-yea  
Reed-yea Ridgeway-yea Smole-yea Adopted 7-0

Suburbanite publication on June 29 and July 6, 2008.

Molly Stevens  
Molly Stevens, Clerk

CS 5/21/08

## WATER UTILITY EASEMENT

For One Dollar (\$1.00) and other good and valuable consideration, the CITY OF GREEN ("Grantor") does give and grant to AQUA OHIO, INC. ("Grantee") an Ohio Corporation, its successors and assigns, the perpetual right-of-way and easement to lay, re-lay, construct, install, maintain, operate, alter, inspect, repair, remove, replace, and renew at will, a pipeline or pipelines for conveying water and all appurtenances with the right of ingress and egress at any time to and from such pipeline or pipelines and all appurtenances on, under and through the following property:

Situated in the State of Ohio, County of Summit, City of Green (T-12, R-9), and being a 93.207 acre parcel located in the Southeast Quarter of Section 23 and Southwest Quarter of Section 24, the deed of which is recorded in Rec. No. 55317414 of the County's records, known as Parcel No. 2800178.

Being a permanent and exclusive water utility easement strip fifteen (15') feet in width located south of, parallel and adjacent to the south right-of-way line of Wise Road, C.H. 250, (60 feet wide) for the entire frontage and said parcel along this street.

See map attached as Exhibit "A".

Grantor and Grantee further agree as follows:

1. The Grantee shall have the right to remove fences, shrubbery, plantings, trees, landscaping, lawns, driveways, walks and paving within the easement area during the construction or future maintenance of the pipeline or pipelines and all appurtenances. The Grantee will pay for damages for items which cannot be restored or repaired. If the amount of the damages cannot be mutually agreed upon, the amount shall be ascertained and determined by three disinterested arbitrators; one appointed by the Grantor, one appointed by the Grantee, and the third appointed by the other two. The amount of damages shall be determined by the arbitrators whose ruling shall be final and conclusive.
2. No building or structure of any kind shall or will be erected within the easement by Grantor, nor shall anything be placed in the vicinity of the pipeline or pipelines and all appurtenances which might damage the pipeline or pipelines. However, nothing in this Easement shall interfere with the right of Grantor to erect fences, driveways, parking areas or walks above the pipeline or pipelines and all appurtenances, except Grantor shall not plant shade trees within the easement area or change the elevation of the ground surface over the pipeline or pipelines and all appurtenances without approval of the Grantee, which approval shall not be unnecessarily withheld.

3. Grantor may extend across, or grant easements to others to extend across the easement area, electric lines or pipelines for gas, sewage or storm water subject, however, to prior approval by Grantee, which approval shall not be unreasonably withheld.
4. Upon removal of the pipeline or pipelines and all appurtenances, the premises shall be restored as closely as possible to this original condition.
5. This grant shall be binding upon the Grantor and Grantee and shall inure to the benefit of their respective heirs, executors, administrators, successors and assigns forever.

IN WITNESS WHEREOF, the undersigned has endorsed this Water Utility Easement this \_\_\_\_ day of \_\_\_\_\_, 2008.

CITY OF GREEN:

\_\_\_\_\_  
By Richard G. Norton, Its Mayor

STATE OF OHIO:            )  
  ) SS  
COUNTY OF SUMMIT        )

Before me, a Notary Public in and for the County of Summit and State of Ohio, personally appeared the CITY OF GREEN by Richard G. Norton, its Mayor, who acknowledged that he did sign this Easement as his free act and deed on behalf of the CITY OF GREEN.

IN TESTIMONY WHEREOF, I have subscribed my name and affixed my official seal at Green, Ohio this \_\_\_\_ day of \_\_\_\_\_, 2008.

\_\_\_\_\_  
Notary Public

This instrument prepared by:  
City of Green Law Department  
Stephen J. Pruneski, Law Director  
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Green, OH 44232-0278  
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