

RESOLUTION NO. CR-5-77

*Repealed by
CR-10-77
+ replaced by
CR-11-77*

A RESOLUTION TO ADOPT AND AUTHORIZE THE MAYOR TO SIGN AN AGREEMENT WITH THE GREEN MEADOWS LAND COMPANY FOR SANITARY SEWER SERVICE

WHEREAS, Green Meadows Land Company, a limited partnership organized under the laws of Ohio, is willing to install parts of the South Sewer District's sewer system for the City of Grove City;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GROVE CITY, STATE OF OHIO, THAT

SECTION 1. The Mayor is hereby authorized and directed to sign the attached agreement.

SECTION 2. The attached agreement is adopted and made a part of this resolution.

SECTION 3. This resolution shall take effect at the earliest opportunity allowed by law.

Submitted: 2/21/77
Passed: 2/21/77
Effective: 3/23/77

James R. McDonald
James R. McDonald, President of Council
Michael T. Brandt
Michael T. Brandt, Mayor

Attest: *June A. Cook*
June A. Cook, Clerk of Council

I Certify that this resolution is correct as to form.

Ronald E. Plymale
Ronald E. Plymale, Director of Law

Rescinded

AGREEMENT FOR SANITARY SEWER SERVICE

This Agreement is made effective this _____ day of _____, 19____, by and between the City of Grove City of 42 East Park Street, Grove City, Ohio 43123 (hereinafter referred to as "City" and Green Meadows Land Company, a limited partnership organized under the laws of Ohio, of 1050 Freeway Drive North, Columbus, Ohio 43229 (hereinafter referred to as "Green Meadows").

RECITALS

A. Green Meadows owns real estate tax parcels numbers 73, 176 and 1141, northeast of the intersection of Hoover and Holton Roads in Grove City, Ohio. Said real estate is more particularly described on Exhibit A which is attached hereto and made a part hereof by reference (hereinafter referred to as "Green Meadows' real estate").

B. Green Meadows' real estate is located within the boundaries of the South Sewer District as established by the City.

C. Green Meadows desires to provide sanitary sewer service to Green Meadow' real estate at the earliest possible time.

D. In consideration of their mutual promises, covenants and agreements, the parties hereto agree as follows:

PROMISES, COVENANTS AND AGREEMENTS

1. Green Meadows shall construct a sanitary sewer system consisting of lift station and force main, sewer lines, manholes and appurtenances (hereinafter referred to as the "sewer system"), from the east right-of-way line of Hoover Road at Grant Run to the manhole on Buckeye Service Corps.'s property at Borrer Road. Said sewer system will be built in accordance with the intent of the report of sewer development cost for southeast Grove City, Franklin County, Ohio, as prepared by R. L. Edwards Associates, Inc., dated January 1, 1976, copies of which have been furnished to both parties to this Agreement.

2. All work necessary to install said sewer system shall comply with Chapter 1103 of the 1975 Grove City Code of Ordinances.

3. It is estimated that the cost of constructing the aforesaid sewer system will be approximately \$146,000. The cost of the sewer system will include the actual cost of construction, including the cost of providing and installing the sewer system and appurtenances, construction administration and inspecting, bonding, insurance, construction engineering, loan costs and interest payments during construction, interest on costs unrecouped under paragraphs 4, 5 and 6, and other costs directly related to constructing the sewer system with Ohio's and City's requirements. The City shall pay the material costs of all sanitary sewer lines in excess of ten (10) inches in diameter in accordance with Section 1101.11, "Costs To Be Shared By The City", of the 1975 Grove City Code of Ordinances. Green Meadows shall pay all other costs.

4. All costs paid by Green Meadows for construction of the sewer system as aforesaid shall be credited to Green Meadows' real estate as prepayment of the fees necessary to connect into the sewer system as established by the City's Code of Ordinances. After acceptance by the City of a plot or development plan for any part of Green Meadows' real estate, Green Meadows shall submit to the City's engineer a map showing the lots or sections of land to which prepayments are to be applied and a sequence for applying future prepaid fees. Credits for prepaid fees shall be made only against those lots or land sections that have been designated on the map. As an alternative, Green Meadows may, from time to time, ask for releases for such prepayments for lots or sections of land selected at random. Prepaid fees shall be applied first to the cost of the lift station and force main and then to the balance of the sewer system.

5. Buckeye Boys' Ranch and Grove City Country Club will make connection into the subject sewer system for connection fees to be agreed upon between the City and such entities. It is estimated that such connection fees will be between seven thousand dollars (\$7,000.00) and ten thousand dollars (\$10,000.00), per connection. Such fees will be paid directly by such entities

to Green Meadows as a reduction of the costs paid by Green Meadows in construction of the sewer system. The City hereby waives the fees necessary for Buckeye Boys Ranch and the Grove City Country Club to connect into the sewer system. The extension of the sewer system upstream shall not otherwise effect the prepaid fees of Green Meadows.

6. Anyone wishing to develop land south of Green Meadows' real estate, which is adjacent to and within five hundred (500) feet of the sewer line constructed under this Agreement shall pay Green Meadows an amount determined from the following formula:

$$\frac{C - F_b - F_g - S}{L} = c : A = cl$$

when

C = construction costs incurred by Green Meadows as stipulated in paragraph 3.

$F_b - F_g$ = amounts paid to Green Meadows by Buckeye Boys' Ranch (F_b) and the Grove City Country Club (F_g)

S = connection fees credited to Green Meadows

L = length of sewer from lift station to Hoover Road right of way

c = cost per linear foot of sewer

l = average length of sewer adjacent to land being developed.

7. The total credits made to Green Meadows shall not exceed the total costs incurred by Green Meadows as provided in paragraph 3. Green Meadows' right to sewer connection fees will cease after Green Meadows has recovered all of its costs as provided in paragraph 3, either by way of credits, payments from Buckeye Boys' Ranch, Grove City Country Club and downstream users, and by way of recoupment of prepaid sewer connection fees. Subsequent to such time, fees shall be collected by the City in accordance with its Code of Ordinances. In any event, this Agreement will terminate fifteen (15) years from the date this Agreement is executed on behalf of the City.

8. After the termination of this Agreement, charges for connecting to or extending the sewer system shall be determined by the Council of City and shall accrue entirely to the City.

9. The within Agreement is subject to the City being able to obtain easements for the sewer system thru the land of Columbus Grove, Ltd., which is located to the south between Green Meadows' real estate and the land owned by Buckeye Service Corp., at no cost for such easements, and within three months following the date of this Agreement.

IN WITNESS WHEREOF, the parties hereto have subscribed these presents effective the date first set out above.

The City of Grove City

By _____

Green Meadows Land Company

By _____

This legal agreement has been approved by:

Ronald E. Plymale
Director of Law
City of Grove City, Ohio

This _____ day of _____, 1977.

Situated in the County of Franklin in the State of Ohio and in the Township of Jackson and bounded and described as follows:

Beginning at an iron pipe at the intersection of Hoover and Holton Roads; thence with the center line of said Hoover Road S 5° 45' W. 1588.7 feet to a point in said Road; thence North 87° 29' East 2721.0 feet to a point; passing an iron pipe at 40 feet and one at 2716 feet; thence North 4° 36' West, 1217.6 feet to a stone in the centerline of Holton Road, passing an iron pipe at 1177.6 feet; thence with the centerline of said Holton Road North 84° 15' West 2474.1 feet to the place of beginning, and containing 83.118 acres more or less.

EXCEPTING THEREFROM: Being situated in the State of Ohio, County of Franklin, Township of Jackson, a part of Lot #4 of a subdivision of Virginia Military Survey No. 6840, and being a part of that certain 83.118 acre tract deeded to Carolyn L. Miller (D. B. 2011, page 473, Recorder's Office, Franklin County, Ohio), recorded January 26, 1957, and being more particularly described as follows:

Beginning at a railroad spike set in the centerline of Holton Road (60 feet wide, at Station 7 plus 97.90, County of Franklin plans Holton Road No. 263, Page 2, of 20 page plans), which said point of beginning bears South 86° 45' East a distance of 797.90 feet from the original centerline intersections of said Holton Road and Hoover Road (said Hoover Road formerly known as Borrors Corners and Stringtown Road), and which said centerline intersection represents the original Northwest corner of the Carolyn L. Miller 83.118 acre tract;

Thence continue South 86° 45' East, along the centerline of said Holton Road, measure 200.0 (two hundred) feet to a railroad spike;

Thence South 3° 15' West (passing an iron pin on line at 30.0 feet) measure 217.80 (two hundred seventeen and 80/100) feet, to an iron pin;

Thence North 86 degrees 45' West, measure 200.0 (two hundred) feet, to an iron pin;

Thence North 3° 45' East (passing an iron pin at 187.80 feet) measure 217.80 feet, to the place of beginning containing 1.00 (one) acre, subject, however, to all easements of record.

"EXHIBIT A"

Page one of two

Situated in the County of Franklin, in the State of Ohio, and in the Township of Jackson, Virginia Military Survey Numbers 14081 and 6840, and being part of a 89.88 acre tract belonging to Helen E. Jahn, as recorded in Deed Book 1826, Page 341, Recorder's Office, Franklin County, Ohio, and being more particularly described as follows:

Beginning at a point in the centerline of Hoover Road at the southwest corner of said Jahn tract and the northwest corner of a 78.080 acre tract belonging to Anton C. Patzer, as recorded in Deed Book 1635, page 242, Recorder's Office, Franklin County, Ohio; thence with the centerline of said Hoover Road and the west line of said Jahn tract, North $4^{\circ} 15' 00''$ East, a distance of 600.24 feet to a point at the southwest corner of a 0.582 acre tract belonging to Robert L. and Carolyn J. McCarley, as recorded in Deed Book 3151, page 475, Recorder's Office, Franklin County, Ohio;

thence with the south line of said McCarley tract, North $74^{\circ} 04' 13''$ East, a distance of 180.00 feet to a point (passing a found iron pin at 31.96 feet in the east line of Hoover Road);

thence with the east line of said McCarley tract, North $4^{\circ} 15' 00''$ East, a distance of 150.00 feet to a found iron pin;

thence crossing said Jahn tract, North $74^{\circ} 04' 13''$ East, a distance of 1263.89 feet to a point, passing an iron pin at 837.75 feet;

thence North $4^{\circ} 03' 30''$ West, a distance of 792.63 feet to a point in the north line of said Jahn tract and the south line of a 82.118 acre tract belonging to Green Meadows, Inc., as recorded in Deed Book 3345, page 691 Recorder's Office, Franklin County, Ohio;

thence with the north line of said Jahn tract and the south line of said Green Meadows, Inc. tract, North $85^{\circ} 56' 30''$ East, a distance of 1467.72 feet to a found stone at the northeast corner of said Jahn tract and the southeast corner of said Green Meadows, Inc. tract, said stone also in the west line of an 81.65 Acre tract belonging to Dayton and Marjorie G. Henceroth, as recorded in Deed Book 3105, page 469, Recorder's Office, Franklin County, Ohio;

thence with the east line of said Jahn tract and the west line of said Henceroth tract, South $6^{\circ} 06' 12''$ East, a distance of 1195.47 feet to a found stone at the southeast corner of said Jahn tract;

thence with the south line of said Jahn tract and a north line of said Henceroth tract and the north lines of a 166.0 acre tract belonging to Commonwealth Properties, Inc., as recorded in Deed Book 3380, page 27, Recorder's Office, Franklin County, Ohio, and said Patzer tract, South $74^{\circ} 04' 13''$ West a distance of 3908.06 feet to the place of beginning (passing a found iron pin at 100.78 feet a found stone at 2219.00 feet, and a found iron pin in the east line of Hoover Road at 3066.10 feet) and containing 70.000 acres, more or less, subject, however to all easements and right of ways of record.

This description was prepared from an actual field survey by Bischoff & Associates, Inc., Engineers and Surveyors on April 10, 1975. Jerry A. Malott, Registered Surveyor No. 5963.

"EXHIBIT A"

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