

ORDINANCE NUMBER 153 VILLAGE OF SPENCER

ORDINANCE OF THE VILLAGE OF SPENCER
AUTHORIZING AND DIRECTING THE
MAYOR AND CLERK OF THE VILLAGE OF SPENCER
TO ENTER INTO A CONTRACT WITH
WILLIAM R. SAMMET AND GRACE H. SAMMET
ALLOWING FOR THE EXTENSION OF A WATER LINE
OUTSIDE OF THE CORPORATE LIMITS OF THE VILLAGE
OF SPENCER UNDER CERTAIN TERMS AND CONDITIONS

BE IT ORDAINED by the Council of the Village of Spencer
as follows:

SECTION I: That the Mayor and Clerk of the Village of
Spencer, upon the approval of the Board of Public Affairs, be
and hereby are authorized and directed to enter into a contract
with WILLIAM R. SAMMET and GRACE H. SAMMET for the extension
of a water line outside the corporate limits of the Village of
Spencer under certain terms and conditions as follows:

A G R E E M E N T

THIS AGREEMENT made and entered into this 1 day of May,
1959, by and between William R. Sammet and Grace H. Sammet,
Party of the First Part, and the Village of Spencer, Party of
the Second Part, WITNESSETH:

WHEREAS the First Party is desirous of constructing and
laying, at his expense, a six inch (6") water line, beginning
at a point on land located south of the Village of Spencer and
owned by the Village of Spencer (known as the Spencer Park)
which said line shall then continue south along the east line
of land owned by the Village of Spencer and land owned by the
First Party to County Highway #68, a total distance of approximate-
ly 1681 feet, and

WHEREAS the Second Party desires that said water line be
laid in conformity to the requirements of the Village of Spencer
and that on completion of the same, said water line shall become
the property of the Village of Spencer with certain conditions
and limitations hereinafter set forth, and

WHEREAS the council of the Village of Spencer did, on the
day of May, 1959, duly pass Ordinance Number
authorizing and directing the Mayor and Clerk of the Village of
Spencer to enter into a contract with the First Party for the
construction of said water line outside of the corporate limits
of the Village of Spencer, under certain terms and conditions,

NOW THEREFORE, be it agreed by and between the Parties
hereto as follows:

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1. That the First Party hereby covenants and agrees to lay and construct, at his expense, a 6" water line from the present water line located on land owned by the Village of Spencer, south of the corporate limits of said Village (being known as the Spencer Park) south along a designated course hereinafter described, a distance of approximately 1711 feet, and to give and grant to the Village of Spencer a perpetual easement along said described course, which said water line easement shall be fifteen (15) feet in width and shall include the right to come on said property for maintenance, repair, replacement and construction. Said easement shall be absolute in nature and shall be along the following described course:

Situated in the Township of Spencer, County of Medina and State of Ohio, and known as being in the Southeasterly part of Lot 4, Section 12 in said Township, bounded and described as follows:

Beginning at the point of intersection of the northerly line of C.H. #68 and the westerly line of S.H. #643; thence N. $0^{\circ} 06'$ West along the westerly line of S.H. #643 a distance of approximately 1382.33 feet to a point in the southerly line of land presently owned by the Village of Spencer; thence North $89^{\circ} 59'$ west along the southerly line of land owned by the Village of Spencer, a distance of 15 feet to a point; thence south $0^{\circ} 06'$ East a distance of approximately 1412.33 feet to the center of C.H. #68; thence South $89^{\circ} 52'$ East along the center of C.H. #68 a distance of 15 feet to a point; thence N. $0^{\circ} 06'$ West a distance of approximately 30 feet to the point of beginning.

2. The First Party further covenants and agrees that he will, within a period of one (1) year from this date, lay said water line in accordance with the requirements of the Village of Spencer and under the direct supervision of the Superintendent of Water Works of the Village of Spencer along the west line of State Highway #643 from the presently existing water line located on the land of the Village of Spencer known as the Spencer Park, south to the northerly edge of County Road #68, a distance of approximately 1681.00 feet.
3. The First Party further covenants and agrees that on the granting of the easement and the completion of said water line that said water line shall become the absolute property of the Village of Spencer, and that all taps thereafter to be made shall be made in the absolute discretion of the Village of Spencer.
4. In consideration of the covenants and premises hereinabove set forth, the Second Party agrees on completion of the above described water line, to accept the perpetual easement hereinabove described for water and to maintain, repair and service said water line in accordance with

the policies of the Village of Spencer and to further allow taps for new dwellings to be constructed along the west side of State Highway #643, being approximately 14 taps, (fourteen) in all.

5. The Second Party further covenants and agrees that in the event taps on said water lines should be required for any reason in order to service property located on the east side of S. H. #643, outside of the corporate limits of the Village of Spencer, said properties being further described as those properties abutting on the east side of said perpetual easement, then and in that event no tap or taps shall be allowed to service said property or properties by the Second Party until the owner or owners of said properties shall pay to the First Party or his heirs and assigns, the following sum or sums of money:

Ella B. Peden Estate (356.5 ft. of frontage)	\$ 613.18
Minnie B. Smith (304.00 ft. frontage)	522.88
Leonard G. Clement and Sarah K. Clement (720.50 ft. frontage)	1239.26
Floyd J. and Dorothy W. Hirschman (300 ft. frontage)	516.00

The cost hereinabove set forth is arrived at the basis of \$1.72 cost per front foot (being approximately 1/2 of the cost of laying said water line past each property), and once the owner of said property has paid his share, then said property shall have a tap or taps as may be desired by owner or owners, subject always to the right of the Village of Spencer to refuse any and all additional taps to said line. The right to receive the payments hereinabove stated by way of reimbursement for the building of said water line is personal to William R. Sammet and Grace H. Sammet and does not depend on the retention or ownership of any land on the west side of S.H. #643 by William R. Sammet and Grace H. Sammet. This item 5 shall remain in full force and effect for a period of ten (10) years, from this date.

6. It is further agreed between the Parties hereto that the perpetual easement to be granted between the First Party to the Second Party, shall contain a provision authorizing the Grantee, the Village of Spencer, to use as much of the land of the First Party which is subject to the right of way of the State of Ohio, as may be necessary for the purpose of making taps from the east side of S. H. #643.
7. It is further agreed between the Parties hereto that the water line shall be completed on or before one (1) year from this date, and that this agreement shall extend to, inure to and bind the heirs, successors and assigns of the parties hereto.

8. Nothing in this contract shall be construed as giving or granting any right to the First Party or any person making payment to the First Party under this contract, to make any claim (present or future) against the Second Party for reimbursement for the installation of said water line, and this provision shall apply even in the event that all or any part of the land herein affected is annexed to the Village of Spencer.

SECTION II: That this Ordinance shall go into force and be effective from and after the earliest period allowed by law.

Passed May 28, 1959 by Council of the Village of Spencer.

ATTEST:

Donald L. Bruce
Clerk of the Village of Spencer

APPROVED:

J. J. Scott
Mayor of the Village of Spencer

Kenneth Crooksey
President of the Council