

AGREEMENT FOR SEWER SERVICE

THIS AGREEMENT, made this _____ day of _____, 2011 by and between the City of Marietta, Ohio, a municipal corporation, 301 Putnam Street, Marietta, Ohio, and _____ applicant,

WITNESSETH:

WHEREAS, the City of Marietta, Washington County, Ohio, has by Section 921.06 of the Codified Ordinances of the City of Marietta, Ohio, provided for the extension of sewer service beyond the corporate limits of the City of Marietta subject to certain terms and conditions as set forth in that Chapter; and,

WHEREAS, the applicant is the owner of property which is located beyond the present City corporate boundaries, but within the sewer service area; and,

WHEREAS, in order to obtain sewer service from the City pursuant to the provisions of Section 921.06 of the Codified Ordinances, an applicant seeking such service beyond the corporate limits of the City must agree that, as a condition of obtaining such service, said applicant will strictly comply with the terms and conditions of such Section for receipt of such services;

NOW THEREFORE, in consideration of the mutual promises herein contained the parties agree as follows:

1. Applicant is the freehold owner of the following described real estate, to wit:

_____ (See Attached Exhibit A)

2. Street address of real estate: _____

3. Applicant agrees to pay any tap and/or permit charges required for tapping into the sewer lines, and to abide by the terms and conditions of Resolution No. _____ granting the tap in question.
4. The applicant will pay the applicable sewer rates as established by the City.
5. The applicant agrees to exert all efforts to obtain annexation of his property to the City of Marietta. The applicant further agrees that if persons other than the applicant, who can legally do so, petition for annexation of property to the City and said property includes the property of applicant, applicant shall raise no objections to the annexation and will cooperate in any and all respects including signing the annexation petition. The applicant further agrees that if at any time he sells the property or any part thereof for which City sewer service application is being made, said applicant will require as a condition of purchase, that the purchaser enter into a similar agreement with the City of Marietta, and applicant will cause a restrictive covenant to be placed in the deed to purchaser which covenant will require the purchaser and all subsequent purchasers to exert all efforts to obtain annexation of said property to the City of Marietta.
6. It is further agreed by the applicant as a condition of obtaining City sewer service that if at any time applicant fails to carry out the provisions of this agreement, the City sewer service to the property may be terminated by the City upon ten (10) days written notice.

7. Each applicant for the City's sewer service, by the acceptance of such service, subjects the above-described property to all restrictions, covenants and the jurisdiction, rights and powers of the City, created or reserved by this agreement, and all restrictions, covenants, rights and privileges of every character herein created and all obligations hereby imposed, shall run with the land and bind every owner of any interest as though the provisions of this agreement were recited and stipulated at length in each and every deed transferring the above property. The violation of any restriction or condition, or the breach of any covenant or provisions herein contained shall give the City the right to enjoin, abate or remedy by appropriate legal proceedings, either in law or equity, the continuance of any breach.

IN WITNESS WHEREOF, said applicant has hereunto set his/her hand to duplicates hereof, on the day and year first above written.

WITNESSES:

THE CITY OF MAREITTA, OHIO

As to City

By Al Miller, Director of
Public Safety and Service

As to City

APPLICANT:

As to Applicant

Applicant:

As to Applicant

Acknowledgements

STATE OF OHIO)
WASHINGTON CO)

Before, me, a Notary Public, personally appeared _____, Director of Public Safety and Service for the City of Marietta, Ohio, who acknowledged that he did sign the foregoing Agreement for Water Service on behalf of the City of Marietta, Ohio, and that the signing thereof was his voluntary act and deed and the voluntary act and deed of said City.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.

Notary Public
My Commission Expires: _____

STATE OF OHIO)
WASHINGTON CO)

Before me, a Notary Public, personally appeared _____ known to me to be the applicant(s) in the foregoing Agreement for Sewer Service and acknowledged the signing thereof to be his (their) voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.

Notary Public
My Commission Expires: _____