

## WATER SERVICE AGREEMENT

This Water Service Agreement is made on March 23, 2021, by the CITY OF KENT, Portage County, Ohio, a municipality corporation (the "City"), and Hutton St. 17, LLC (the "Owner").

**WHEREAS**, the Owner has requested that the City permit it to tap into a City waterline located in Franklin Township (outside the City) for its business, MOD Car Wash, to be located at 1788 State Route 59, as more fully described in attached Exhibit A (the "Property"); and

**WHEREAS**, by the adoption of Ordinance 2021-023, the City has determined that providing City water to the Property will be in the best interest of the City, even though the Owner has elected not to petition for inclusion in the Kent-Franklin JEDD Contract; and

**WHEREAS**, the parties desire to enter into this Water Service Agreement for the tap-in and service of City water to the Property.

NOW, THEREFORE, in consideration of the following mutual covenants, the parties agree:

(1) On the condition that the Owner complies with this Water Service Agreement, the City will permit the Owner to tap into the City waterline at the Property per Ordinance 2021- 023 and in accordance with City Codified Ordinance 913.09 and its water rules and regulations, now in force or that shall later become in force, and further as follows:

- (a) The permit fees, utilization fees, front footage fees, and any other applicable fees required by the City shall be paid by the Owner before tap-in; and
- (b) The Owner understands and agrees that the water rate shall be at the City resident rate plus a 50% surcharge; and
- (c) The Owner shall be responsible for and make prompt payment of the water used at the Property; the water charge incurred shall be made a lien on the Property and, if such charge is not paid after it shall become due and payable, the amount owed shall be certified by the City to the Portage County Auditor at which time the lien shall vest, per City Codified Ordinance 913.09 and Ohio R.C. 743.04.

(2) The owner of the property shall maintain, repair and replace where necessary, due to poor condition of the lateral, that portion of the waterline lateral located within the public right of way and on private property from the water main or water tapping valve box to the building, the cost of which shall be borne by the owner of the property being served by the waterline lateral and except that when such repair or replacement is a part of a street reconstruction improvement, all costs within the right of way shall be borne by the City.


(3) This Water Service Agreement is binding on, and shall inure to the benefit of, the successors and assigns of the parties.

IN WITNESS WHEREOF, we have set our hands on the date first above written.

CITY OF KENT:

HUTTON ST. 17, LLC

By   
Dave Ruller, City Manager

By   
Douglas J Kyle, its CDO

Approved as to form: Hope L. Jones  
Hope L. Jones, Law Director

## Exhibit A

### PARCEL 1 (FEE)

Situated in the Township of Franklin, County of Portage and State of Ohio:

And known as and being part of the property Deeded to 1830 East Main Street Company, LLC, as recorded in Book 425, Page 587 of the Portage County Records and being parts of Lot 21 and Lot 22 in the Township of Franklin, County of Portage, State of Ohio and further bounded and described as follows:

Beginning at a P.K. nail set at the intersection of the centerline of Kent-Ravenna Road (State Route 59) and the centerline of Rhodes Road (T-149), said point witnessed by a 1 inch iron bar in a monument box found South 81 deg. 36' 00" West a distance of 433.20 feet;

Thence South 81 deg. 36' 00" West and with said centerline of Kent-Ravenna Road a distance of 313.80 feet to a P.K. nail set at the True Place of Beginning for the tract of land herein to be described;

Thence South 00 deg. 31' 15" West and parallel with said centerline of Rhodes Road a distance of 310.49 feet to a P.K. nail set, said line passing over a P.K. nail set at 40.49 feet and being on the South right-of-way line of said Kent-Ravenna Road;

Thence North 89 deg. 28' 45" West a distance of 179.30 feet to a 5/8 inch iron bar set on the East line of the property now, or formerly owned by Kevin Coleman Mental Health Center, Inc.;

Thence North 03 deg. 54' 34" West and with said East line of said Kevin Coleman Mental Health Center, Inc. property a distance of 279.75 feet to a P.K. nail set on said centerline of Kent-Ravenna Road, said line passing over an iron bar (AJB) found 40.12 feet from said centerline and being on said South right-of-way line of Kent-Ravenna Road;

Thence North 81 deg. 33' 45" East and with said centerline of Kent-Ravenna Road a distance of 56.56 feet to a 1 inch iron bar in a monument box found at an angle point in said centerline;

Thence North 81 deg. 36' 00" East and continuing with said centerline of Kent-Ravenna Road a distance of 146.81 feet to said place of beginning and containing 1.290 acres of land, more or less, of which 0.185 acre, more or less, is in the present right-of-way of said Kent-Ravenna Road, 0.497 acre, more or less, is in said Lot 21 and 0.793 acre, more or less, is in said Lot 22.

The basis of bearings, North 81 deg. 36' 00" East for said centerline of Kent-Ravenna Road, is taken from a Plat of survey by Daniel R. Stone dated February 21, 2003.

PPN: 12-022-00-00-067-000  
Property Address St Rt 59, Kent, OH

### PARCEL 2 (EASEMENT)

Together with appurtenant perpetual, non-exclusive easement and right-of-way rights as set forth in that certain Reciprocal Easement Agreement by and between 1830 East Main Street Company, LLC, an Ohio limited liability company, and B Space Kent Company, LLC, an Ohio limited liability company, filed for record October 19, 2005, in Instrument No. 200527832, of the Portage County, Ohio Records.