



19-247

**VALLEY VIEW HOMEOWNERS' ASSOCIATION SANITARY SEWER
IMPROVEMENT PROJECT (Q-192) PETITION AND WAIVER TO THE COUNCIL
OF THE COUNTY OF SUMMIT:**

Arthur S. and Eva E. Karas, ("Parcel Owner"), for and on behalf of all successors, assigns, heirs, administrators and all subsequent owners of the real property described in paragraph 1 below, agree to, acknowledge and understand the following:

1. That the Parcel Owner owns certain real property in the City of Hudson, in the County of Summit, known as Permanent Parcel No. 3009413 in the records of the County of Summit Fiscal Office, and with the street address of 7778 Valley View Road, (collectively the "Parcel"). The Parcel is located within the Summit County Metropolitan Sewer District heretofore established by Resolution No. 743-70, adopted July 14, 1970.

2. That Parcel Owner has been informed about the Valley View Homeowner's Association Sanitary Sewer Improvement Project (Q-192) ("Improvement"), wherein the County of Summit's Department of Sanitary Sewer Services ("County") will take ownership of the grinder pump and force main that currently serves the four parcels in the Homeowner's Association to abate a health nuisance, and Parcel Owner hereby petitions the County to be included in the Improvement.

3. That Parcel Owner represents, acknowledges and agrees that the grinder pump, force main and appurtenances are to be transferred to the County, that the County will make the necessary improvements to bring the grinder pump and force main up to current County standards, that they will submit the required drawings and specifications and other documents to obtain a Permit to Install from the Ohio Environmental Protection Agency, and that easements and/or access to the "Common access and Utility Easement" will be granted to the County to provide for safe and proper access to the pump station to provide sanitary sewer service to the four Parcels in the Homeowner's Association.

4. That Parcel Owner, with respect to the Improvement, waives the notice and publication of all resolutions and legal notices provided for in Sections 6117.01 to 6117.99 of the Ohio Revised Code, and without limitation of the foregoing, specifically waives the notice required by Ohio Revised Code Section 6117.06 and the publication of the resolution of necessity and hearing provided for in that section.

5. That Parcel Owner acknowledges that they have examined the tentative total cost of repairs and replacements to the grinder pump and force main, survey and engineering design work and OHIO EPA fees for this Improvement in the amount of \$96,000.00, and **the tentative assessment per Parcel Owner in the amount of \$24,000.00**. The Parcel Owner has no objection to the estimated cost of the Improvement, or that the final assessment may be more or less than the aforesaid estimated cost. In the event the final assessment exceeds the aforesaid tentative assessment, Parcel Owner, without limitation of the other waivers contained herein, also waives the notice provided for in Ohio Revised Code Section 6117.32, and right of appeal provided for in said section. The Parcel Owner also acknowledges that they have examined the

plans and specifications for the Improvement, and have no objections whatever to said plans and specifications, including but not limited to the necessity, scope and cost of said Improvement.

6. That Parcel Owner acknowledges and understands that the final assessment for the cost of the Improvement, serving the Parcel described in Paragraph 1 hereof will be certified to the Fiscal Officer of the County of Summit, to be placed on the tax list and duplicate of the Parcel and collected as other taxes are collected in 20 semiannual installments (10 years), together with interest at the same rate as charged to the County in anticipation of the collection of the assessments for the Improvement, as provided by law. Additionally, Parcel Owner can pay in cash the full assessment amount prior to certification.

7. That Parcel Owner acknowledges, understands and agrees that the electric service account for the pump station will be transferred to the County upon completion of this Improvement.

8. That Parcel will be subject to a sewer tap-in fee, permit fee, and user charges for all sewage transported through the Improvement, except as otherwise agreed to in writing by the County.

9. That Parcel owner acknowledges, understands and agrees that all terms contained in this Waiver shall follow the Parcel, and all subsequent owners and assigns of the Parcel or any portion or subdivision thereof, shall be bound by the terms contained in this Waiver.

10 That Parcel Owner acknowledges that they are familiar with the Improvement to serve the Parcel with sanitary sewer service, and thereby to benefit the Parcel.

11. That Parcel Owner, in consideration of the granting of this Waiver by the County, hereby waives any and all questions as to the constitutionality of the laws under which said Improvement will have been acquired, the jurisdiction of the Council acting thereunder, the amount of the assessment, all irregularities, errors and defects, if any, in the levying of the assessment, the portioning the assessment, and specifically waives the right of appeal to the Probate Court as provided in Ohio Revised Code Section 6117.09.

(Signatures and Acknowledgments are on the following page)

IN WITNESS WHEREOF, the Parcel Owner have signed this Waiver to the Council of the County of Summit on this 31 day of May, 2019.

PARCEL OWNER:

[Signature]

[Signature]

STATE OF OHIO)
) SS:
COUNTY OF SUMMIT)

The foregoing Waiver to the Council of The County of Summit was acknowledged before me this 31ST day of MAY, 2019 by ARTHUR S. AND
EVA E. KARAS as their free act and deed, and

that they have the authority to agree to all the terms as set forth in the above Waiver.



Attorney Brian K. Harnak
Resident Summit County
Notary Public, State of Ohio
My Commission Has No Expiration Date
Sec 147.03 RC

[Signature]

Notary Public
My Commission expires:

**VALLEY VIEW HOMEOWNERS' ASSOCIATION SANITARY SEWER
IMPROVEMENT PROJECT (Q-192) PETITION AND WAIVER TO THE COUNCIL OF
THE COUNTY OF SUMMIT:**

Mark J. and Christina Grescovich, ("Parcel Owner"), for and on behalf of all successors, assigns, heirs, administrators and all subsequent owners of the real property described in paragraph 1 below, agree to, acknowledge and understand the following:

1. That the Parcel Owner owns certain real property in the City of Hudson, in the County of Summit, known as Permanent Parcel No. 3009415 in the records of the County of Summit Fiscal Office, and with the street address of 7750 Valley View Road, (collectively the "Parcel"). The Parcel is located within the Summit County Metropolitan Sewer District heretofore established by Resolution No. 743-70, adopted July 14, 1970.
2. That Parcel Owner has been informed about the Valley View Homeowner's Association Sanitary Sewer Improvement Project (Q-192) ("Improvement"), wherein the County of Summit's Department of Sanitary Sewer Services ("County") will take ownership of the grinder pump and force main that currently serves the four parcels in the Homeowner's Association to abate a health nuisance, and Parcel Owner hereby petitions the County to be included in the Improvement.
3. That Parcel Owner represents, acknowledges and agrees that the grinder pump, force main and appurtenances are to be transferred to the County, that the County will make the necessary improvements to bring the grinder pump and force main up to current County standards, that they will submit the required drawings and specifications and other documents to obtain a Permit to Install from the Ohio Environmental Protection Agency, and that easements and/or access to the "Common access and Utility Easement" will be granted to the County to provide for safe and proper access to the pump station to provide sanitary sewer service to the four Parcels in the Homeowner's Association.
4. That Parcel Owner, with respect to the Improvement, waives the notice and publication of all resolutions and legal notices provided for in Sections 6117.01 to 6117.99 of the Ohio Revised Code, and without limitation of the foregoing, specifically waives the notice required by Ohio Revised Code Section 6117.06 and the publication of the resolution of necessity and hearing provided for in that section.
5. That Parcel Owner acknowledges that they have examined the tentative total cost of repairs and replacements to the grinder pump and force main, survey and engineering design work and OHIO EPA fees for this Improvement in the amount of \$96,000.00, and **the tentative assessment per Parcel Owner in the amount of \$24,000.00**. The Parcel Owner has no objection to the estimated cost of the Improvement, or that the final assessment may be more or less than the aforesaid estimated cost. In the event the final assessment exceeds the aforesaid tentative assessment, Parcel Owner, without limitation of the other waivers contained herein, also waives the notice provided for in Ohio Revised Code Section 6117.32, and right of appeal provided for in said section. The Parcel Owner also acknowledges that they have examined the plans and specifications for the Improvement, and have no objections whatever to said plans and specifications, including but not limited to the necessity, scope and cost of said Improvement.
6. That Parcel Owner acknowledges and understands that the final assessment for the cost of the Improvement, serving the Parcel described in Paragraph 1 hereof will be certified to the Fiscal Officer of the County of Summit, to be placed on the tax list and duplicate of the Parcel and collected as other taxes are collected in 20 semiannual installments (10 years), together with interest at the same rate as charged to the County in anticipation of the collection of the assessments for the Improvement, as provided by law. Additionally, Parcel Owner can pay in cash the full assessment amount prior to certification.

7. That Parcel Owner acknowledges, understands and agrees that the electric service account for the pump station will be transferred to the County upon completion of this Improvement.

8. That Parcel will be subject to a sewer tap-in fee, permit fee, and user charges for all sewage transported through the Improvement, except as otherwise agreed to in writing by the County.

9. That Parcel owner acknowledges, understands and agrees that all terms contained in this Waiver shall follow the Parcel, and all subsequent owners and assigns of the Parcel or any portion or subdivision thereof, shall be bound by the terms contained in this Waiver.

10 That Parcel Owner acknowledges that they are familiar with the Improvement to serve the Parcel with sanitary sewer service, and thereby to benefit the Parcel.

11. That Parcel Owner, in consideration of the granting of this Waiver by the County, hereby waives any and all questions as to the constitutionality of the laws under which said Improvement will have been acquired, the jurisdiction of the Council acting thereunder, the amount of the assessment, all irregularities, errors and defects, if any, in the levying of the assessment, the portioning the assessment, and specifically waives the right of appeal to the Probate Court as provided in Ohio Revised Code Section 6117.09.

(Signatures and Acknowledgments are on the following page)

IN WITNESS WHEREOF, the Parcel Owner have signed this Waiver to the Council of the County of Summit on this 31st day of May, 2019.

PARCEL OWNER:

Christina Mesconich

STATE OF OHIO)
) SS:
COUNTY OF SUMMIT)

The foregoing Waiver to the Council of The County of Summit was acknowledged before me this 31st day of May, 2019 by _____ as their free act and deed, and that they have the authority to agree to all the terms as set forth in the above Waiver.



Anissa B. Coyne
Resident Summit County
Notary Public, State of Ohio
My Commission Expires: 08/27/2021

Notary Public

My Commission expires:

Anissa B. Coyne
3/27/21

**VALLEY VIEW HOMEOWNERS' ASSOCIATION SANITARY SEWER
IMPROVEMENT PROJECT (Q-192) PETITION AND WAIVER TO THE COUNCIL
OF THE COUNTY OF SUMMIT:**

John R. and Sarah A. Adams, ("Parcel Owner"), for and on behalf of all successors, assigns, heirs, administrators and all subsequent owners of the real property described in paragraph 1 below, agree to, acknowledge and understand the following:

1. That the Parcel Owner owns certain real property in the City of Hudson, in the County of Summit, known as Permanent Parcel No. 3009416 in the records of the County of Summit Fiscal Office, and with the street address of 7782 Valley View Road, (collectively the "Parcel"). The Parcel is located within the Summit County Metropolitan Sewer District heretofore established by Resolution No. 743-70, adopted July 14, 1970.

2. That Parcel Owner has been informed about the Valley View Homeowner's Association Sanitary Sewer Improvement Project (Q-192) ("Improvement"), wherein the County of Summit's Department of Sanitary Sewer Services ("County") will take ownership of the grinder pump and force main that currently serves the four parcels in the Homeowner's Association to abate a health nuisance, and Parcel Owner hereby petitions the County to be included in the Improvement.

3. That Parcel Owner represents, acknowledges and agrees that the grinder pump, force main and appurtenances are to be transferred to the County, that the County will make the necessary improvements to bring the grinder pump and force main up to current County standards, that they will submit the required drawings and specifications and other documents to obtain a Permit to Install from the Ohio Environmental Protection Agency, and that easements and/or access to the "Common access and Utility Easement" will be granted to the County to provide for safe and proper access to the pump station to provide sanitary sewer service to the four Parcels in the Homeowner's Association.

4. That Parcel Owner, with respect to the Improvement, waives the notice and publication of all resolutions and legal notices provided for in Sections 6117.01 to 6117.99 of the Ohio Revised Code, and without limitation of the foregoing, specifically waives the notice required by Ohio Revised Code Section 6117.06 and the publication of the resolution of necessity and hearing provided for in that section.

5. That Parcel Owner acknowledges that they have examined the tentative total cost of repairs and replacements to the grinder pump and force main, survey and engineering design work and OHIO EPA fees for this Improvement in the amount of \$96,000.00, and **the tentative assessment per Parcel Owner in the amount of \$24,000.00**. The Parcel Owner has no objection to the estimated cost of the Improvement, or that the final assessment may be more or less than the aforesaid estimated cost. In the event the final assessment exceeds the aforesaid tentative assessment, Parcel Owner, without limitation of the other waivers contained herein, also waives the notice provided for in Ohio Revised Code Section 6117.32, and right of appeal provided for in said section. The Parcel Owner also acknowledges that they have examined the

plans and specifications for the Improvement, and have no objections whatever to said plans and specifications, including but not limited to the necessity, scope and cost of said Improvement.

6. That Parcel Owner acknowledges and understands that the final assessment for the cost of the Improvement, serving the Parcel described in Paragraph 1 hereof will be certified to the Fiscal Officer of the County of Summit, to be placed on the tax list and duplicate of the Parcel and collected as other taxes are collected in 20 semiannual installments (10 years), together with interest at the same rate as charged to the County in anticipation of the collection of the assessments for the Improvement, as provided by law. Additionally, Parcel Owner can pay in cash the full assessment amount prior to certification.

7. That Parcel Owner acknowledges, understands and agrees that the electric service account for the pump station will be transferred to the County upon completion of this Improvement.

8. That Parcel will be subject to a sewer tap-in fee, permit fee, and user charges for all sewage transported through the Improvement, except as otherwise agreed to in writing by the County.

9. That Parcel owner acknowledges, understands and agrees that all terms contained in this Waiver shall follow the Parcel, and all subsequent owners and assigns of the Parcel or any portion or subdivision thereof, shall be bound by the terms contained in this Waiver.

10 That Parcel Owner acknowledges that they are familiar with the Improvement to serve the Parcel with sanitary sewer service, and thereby to benefit the Parcel.

11. That Parcel Owner, in consideration of the granting of this Waiver by the County, hereby waives any and all questions as to the constitutionality of the laws under which said Improvement will have been acquired, the jurisdiction of the Council acting thereunder, the amount of the assessment, all irregularities, errors and defects, if any, in the levying of the assessment, the portioning the assessment, and specifically waives the right of appeal to the Probate Court as provided in Ohio Revised Code Section 6117.09.

(Signatures and Acknowledgments are on the following page)

IN WITNESS WHEREOF, the Parcel Owner have signed this Waiver to the Council of the County of Summit on this 11th day of June, 2019.

PARCEL OWNER:

John Adams

STATE OF OHIO)
) SS:
COUNTY OF SUMMIT)

The foregoing Waiver to the Council of The County of Summit was acknowledged before me this 11th day of June, 2019 by John Adams _____ as their free act and deed, and that they have the authority to agree to all the terms as set forth in the above Waiver.



SARAH MOORE
SARAH MOORE
Notary Public, State of Ohio
My Comm. Expires Sept 30, 2023
Recorded in Summit County

Sarah Moore
Notary Public
My Commission expires: 09/30/19

**VALLEY VIEW HOMEOWNERS' ASSOCIATION SANITARY SEWER
IMPROVEMENT PROJECT (Q-192) PETITION AND WAIVER TO THE COUNCIL
OF THE COUNTY OF SUMMIT:**

Mario P. and Beth Colosimo, ("Parcel Owner"), for and on behalf of all successors, assigns, heirs, administrators and all subsequent owners of the real property described in paragraph 1 below, agree to, acknowledge and understand the following:

1. That the Parcel Owner owns certain real property in the City of Hudson, in the County of Summit, known as Permanent Parcel No. 3009414 in the records of the County of Summit Fiscal Office, and with the street address of 7764 Valley View Road, (collectively the "Parcel"). The Parcel is located within the Summit County Metropolitan Sewer District heretofore established by Resolution No. 743-70, adopted July 14, 1970.

2. That Parcel Owner has been informed about the Valley View Homeowner's Association Sanitary Sewer Improvement Project (Q-192) ("Improvement"), wherein the County of Summit's Department of Sanitary Sewer Services ("County") will take ownership of the grinder pump and force main that currently serves the four parcels in the Homeowner's Association to abate a health nuisance, and Parcel Owner hereby petitions the County to be included in the Improvement.

3. That Parcel Owner represents, acknowledges and agrees that the grinder pump, force main and appurtenances are to be transferred to the County, that the County will make the necessary improvements to bring the grinder pump and force main up to current County standards, that they will submit the required drawings and specifications and other documents to obtain a Permit to Install from the Ohio Environmental Protection Agency, and that easements and/or access to the "Common access and Utility Easement" will be granted to the County to provide for safe and proper access to the pump station to provide sanitary sewer service to the four Parcels in the Homeowner's Association.

4. That Parcel Owner, with respect to the Improvement, waives the notice and publication of all resolutions and legal notices provided for in Sections 6117.01 to 6117.99 of the Ohio Revised Code, and without limitation of the foregoing, specifically waives the notice required by Ohio Revised Code Section 6117.06 and the publication of the resolution of necessity and hearing provided for in that section.

5. That Parcel Owner acknowledges that they have examined the tentative total cost of repairs and replacements to the grinder pump and force main, survey and engineering design work and OHIO EPA fees for this Improvement in the amount of \$96,000.00, and **the tentative assessment per Parcel Owner in the amount of \$24,000.00**. The Parcel Owner has no objection to the estimated cost of the Improvement, or that the final assessment may be more or less than the aforesaid estimated cost. In the event the final assessment exceeds the aforesaid tentative assessment, Parcel Owner, without limitation of the other waivers contained herein, also waives the notice provided for in Ohio Revised Code Section 6117.32, and right of appeal provided for in said section. The Parcel Owner also acknowledges that they have examined the

plans and specifications for the Improvement, and have no objections whatever to said plans and specifications, including but not limited to the necessity, scope and cost of said Improvement.

6. That Parcel Owner acknowledges and understands that the final assessment for the cost of the Improvement, serving the Parcel described in Paragraph 1 hereof will be certified to the Fiscal Officer of the County of Summit, to be placed on the tax list and duplicate of the Parcel and collected as other taxes are collected in 20 semiannual installments (10 years), together with interest at the same rate as charged to the County in anticipation of the collection of the assessments for the Improvement, as provided by law. Additionally, Parcel Owner can pay in cash the full assessment amount prior to certification.

7. That Parcel Owner acknowledges, understands and agrees that the electric service account for the pump station will be transferred to the County upon completion of this Improvement.

8. That Parcel will be subject to a sewer tap-in fee, permit fee, and user charges for all sewage transported through the Improvement, except as otherwise agreed to in writing by the County.

9. That Parcel owner acknowledges, understands and agrees that all terms contained in this Waiver shall follow the Parcel, and all subsequent owners and assigns of the Parcel or any portion or subdivision thereof, shall be bound by the terms contained in this Waiver.

10 That Parcel Owner acknowledges that they are familiar with the Improvement to serve the Parcel with sanitary sewer service, and thereby to benefit the Parcel.

11. That Parcel Owner, in consideration of the granting of this Waiver by the County, hereby waives any and all questions as to the constitutionality of the laws under which said Improvement will have been acquired, the jurisdiction of the Council acting thereunder, the amount of the assessment, all irregularities, errors and defects, if any, in the levying of the assessment, the portioning the assessment, and specifically waives the right of appeal to the Probate Court as provided in Ohio Revised Code Section 6117.09.

(Signatures and Acknowledgments are on the following page)

IN WITNESS WHEREOF, the Parcel Owner have signed this Waiver to the Council of the County of Summit on this 4th day of June, 2019.

PARCEL OWNER:

Mario P. Colosimo
Beth Colosimo

STATE OF OHIO)
) SS:
COUNTY OF SUMMIT)

The foregoing Waiver to the Council of The County of Summit was acknowledged before me this 4th day of June, 2019 by Mario P Colosimo
Beth Colosimo as their free act and deed, and that they have the authority to agree to all the terms as set forth in the above Waiver.



Debra L. Brown
Notary Public
My Commission expires: 7.4.2021