

AGREEMENT

WHEREAS, The Falls of Mason., LLC, the contract owner of approximately 116.62 acres of property owned by Richard Greider, executor of the estate of Juanita Surface, deceased, located at 2802 Mason-Morrow-Millgrove Road, Mason, Ohio ("Owner") requests the City of Mason for permission to tap into its sanitary sewer system, and

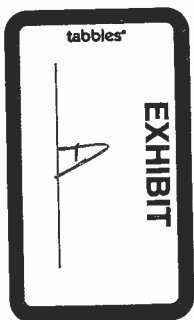
WHEREAS, the City has a policy that sanitary sewer is not to be provided outside of the City limits, and

WHEREAS, the City is agreeable to making an exception to this policy provided the owner of said property agrees to pursue annexation at the earliest possible date.

THEREFORE, in consideration of the mutual promises made in this Agreement, it is hereby agreed and understood between Owner, its heirs, successors, or assigns and the City of Mason (hereinafter referred to as "City"), that:

Section 1. Owner hereby agrees to:

- a. file for annexation when the City of Mason corporation limits are contiguous to the property;
- b. extend and construct sanitary sewer that will provide service to the properties to the eastern edge of corporation limit at no cost to the City of Mason;
- c. construct and install sanitary sewer service in accordance with the City of Mason requirements;
- d. comply with City of Mason subdivision standards and allow review by City Staff and Planning Commission during the development;
- e. the termination of any further sewer service if, for any reason, the annexation is not pursued or not approved;
- f. pay the required tap-in fee and other charges without any expectation of reimbursement;
- g. the termination of any further sewer services, if any erection, alteration or change of any building or structure on the property to receive the sewer service, constructed after the date of this Agreement, is not in compliance with the City of Mason Building Code and Zoning Code and Subdivision Regulations;
- h. pay for utility consumption and use at 150% of standard rates until such time as the property is annexed.



Section 2. City agrees to allow connection into the sanitary sewer service subject to the items listed above in Section 1.

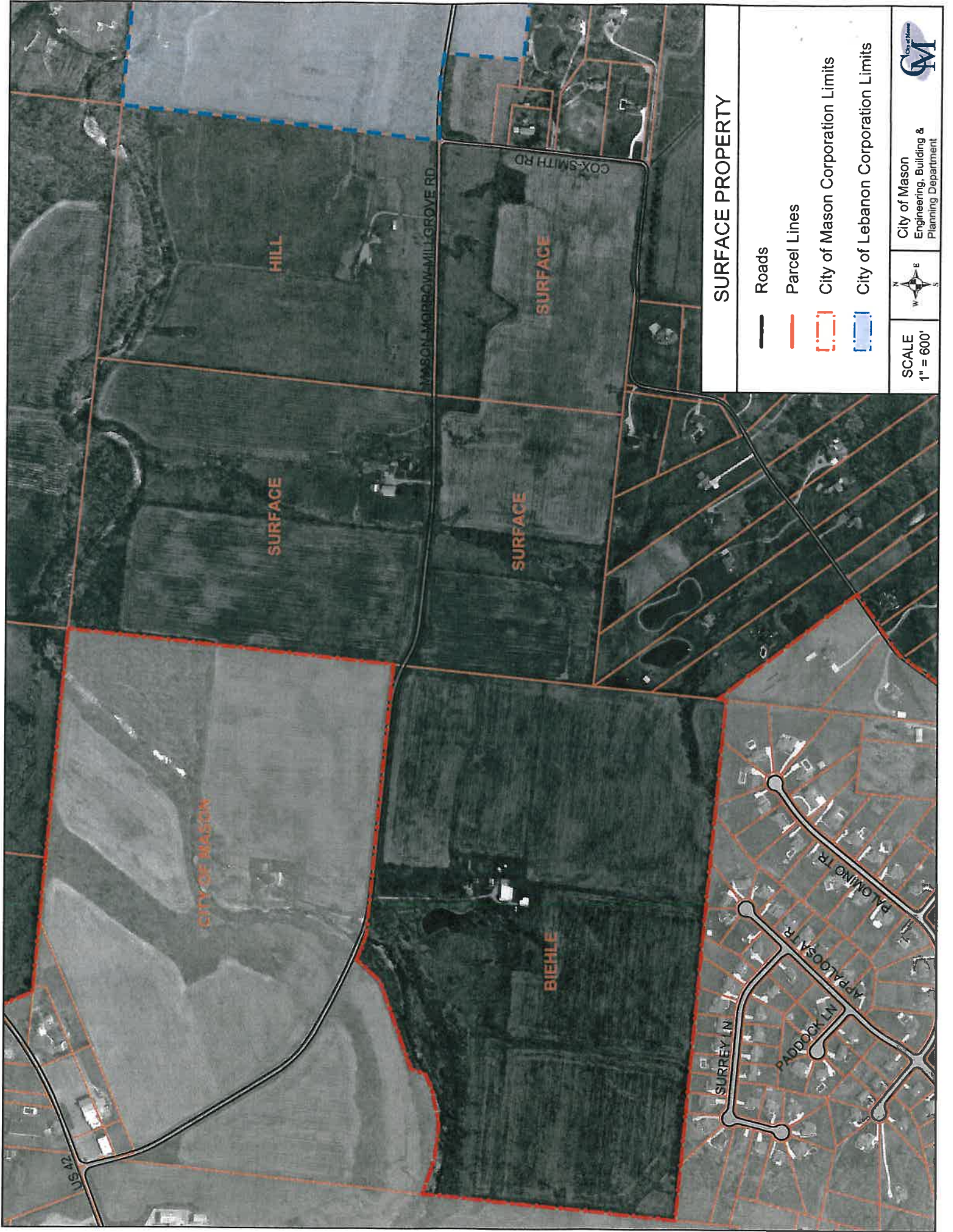
This Agreement shall inure to the benefit of and be the obligation of any successors, heirs and assigns.

Witness





By: _____ Date: _____
Owner

Witness

By: _____ Date: _____
Scot F. Lahrmer, City Manager, CITY OF MASON



SURFACE PROPERTY

-  Roads
-  Parcel Lines
-  City of Mason Corporation Limits
-  City of Lebanon Corporation Limits

SCALE
1" = 600'



City of Mason
Engineering, Building &
Planning Department

