



c: T.S.

AGREEMENT

This agreement (the "Agreement") is entered into on this 13th day of September, 2005, by and between the City of Mason, an Ohio chartered municipal corporation ("Mason") and the Board of Education, Mason City Schools (the "Board").

WHEREAS, in June of 2001, the Board joined with another owner in filing a petition to annex approximately 78.2237 total acres of property into Mason (the "Property"); and

WHEREAS, prior to the annexation, it was understood between Mason and the Board that future water and sewer tap-in fees would be waived when and if the Board's portion of the Property was to be developed by the Board; and

WHEREAS, this understanding was never memorialized in a pre-annexation agreement; and

WHEREAS, the Board cooperated fully in the process to ultimately annex the Property; and

WHEREAS, the Board now proposes to develop the Property in compliance with the City of Mason Building Code, Zoning Code, and Subdivision Regulations; and

WHEREAS, Mason desires to memorialize the decision that tap-in fees would be waived for the Board in connection with the development of the Property by the Board.

NOW, THEREFORE, in consideration of the mutual promises made, it is hereby agreed and understood by and between the parties as follows.

1. The Board promised to, and did, fully cooperate in the annexation process whereby approximately 47.52 acres of Property owned by the Board was annexed into Mason.
2. Mason agrees to waive any and all sewer tap-in fees associated with the development of the Property by the Board.
3. Mason shall take any and all necessary steps to secure the required water tap-ins from Greater Cincinnati Water Works.
4. Any costs associated with the purchase of water tap-ins shall be borne by Mason.
5. The rights and obligations of the parties hereunder shall be subject to the terms and conditions hereof and will inure to the benefit of, and be binding on, the respective successors and assigns.
6. This Agreement between the parties contains the entire agreement of the parties with respect to the subject matter. This Agreement may not be modified except by a written document signed by the parties.

7. If, for any reason, one or more sections, sentences, clauses or parts of this Agreement are held invalid by any court of law or duly authorized public body, such determination shall not affect, impair or invalidate the remaining portions of this Agreement, but shall be confined in its operation to the specific sections, sentences, clauses or parts of this Agreement held invalid and the invalidity of any section, sentence, clause or part of the Agreement in any one or more instance shall not prejudice in any way the validity of the Agreement in any other instance.

IN WITNESS WHEREOF, the parties represent that they have the capacity to sign in the capacity shown below on this 13th day of September, 2005.

CITY OF MASON, OHIO

By: Scott F. Lahrner

Scott F. Lahrner
Printed Name

City Manager
Title

**BOARD OF EDUCATION,
MASON CITY SCHOOLS**

By: Richard Gardner

Its: Richard Gardner, Treasurer

BOARD

SEP 13 2005

APPROVED