

ORDINANCE NO. 2015 - 2

AUTHORIZING THE CITY MANAGER TO ENTER INTO A PRE-ANNEXATION AGREEMENT WITH PAUL AND AMANDA BARRY

WHEREAS, Paul and Amanda Barry are considering purchasing property located at 7907 Butler-Warren Road and have expressed a desire to annex this property into the City of Mason; and

WHEREAS, the City of Mason has determined that it is in the public interest to set forth each party's obligations with respect to the proposed annexation.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Mason, Ohio, six members elected thereto concurring:

Section 1. That the City Manager is hereby authorized to enter into a pre-annexation agreement with Paul and Amanda Barry.

Section 2. That said agreement shall be substantially in accordance with the terms and conditions set forth in the attached Exhibit "A" which is incorporated herein by reference.

Section 3. That the City Manager is authorized to take all additional steps to ensure compliance with the terms of said agreement.

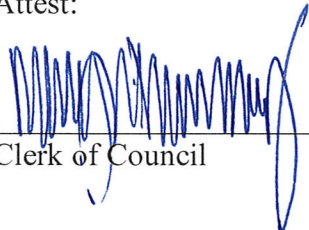
Section 4. That this Ordinance is and shall be effective from and after the earliest period allowed by law.

Passed this 12th day of January, 2015.

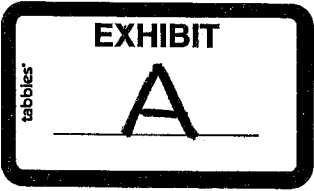


Mayor

Attest:



Clerk of Council



AGREEMENT

WHEREAS, Paul and Amanda Barry, now of 6208 Wedgwood Drive, Morrow, Ohio, request the City of Mason for permission to tap into its sewer system for a new home they are constructing at 7907 Butler Warren County Line Road (Butler Co. Parcel #M5700187000006) in unincorporated West Chester Township, Butler County, Ohio (the "Property"), and

WHEREAS, the City of Mason has a policy that sewer and water are not to be provided to areas outside the territorial limits of the City of Mason, and

WHEREAS, the City of Mason is agreeable to making an exception to this policy provided the owners of said property agree to pursue annexation of the Property at the earliest possible date or when requested by the City.

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

Section 1. Owners hereby acknowledge and agree that:

- (a) Owners shall petition for the annexation of their Property, at Owners' cost, that allows the exclusion of the territory from West Chester Township and its inclusion in Mason Township within two (2) months of receiving notice from the City of Mason and pursue it to a prompt and successful conclusion;
- (b) Owners shall participate in any agreements required for the exclusion of Owners' property from the Township and any payments the City is required by law to make to West Chester Township;
- (c) The City may terminate sewer service if Owners fail to comply with the requirements of Section 1(a) or at any other time upon reasonable notice to the Owners;
- (d) Owners shall pay the tap-in fees and other charges required by the ordinances, rules and regulations of the City without any expectation of reimbursement;
- (e) The City may terminate 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; and
- (f) Owners shall pay for utility consumption and use subject to the rules and regulations of the City of Mason, which currently provide that rates for extraterritorial water and/or sanitary sewer services rates are 150% of standard rates for properties within the City until such time as the property is annexed.

Section 2. City agrees to provide sewer service to Owners during the period in which Owners are pursuing annexation of the Property, being a tract of land fronting on Butler Warren County Line Road, in a prompt and expeditious manner and thereafter, provided the annexation is approved.

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

Witness

By _____ Date: _____
Paul Barry

Witness

By _____ Date: _____
Amanda Barry

CITY OF MASON

Witness

By _____ Date: _____
City Manager