



# CITY OF MASON AND UNION TOWNSHIP ANNEXATION AGREEMENT

(R.C. 709.192)

This Annexation Agreement (the "Agreement") is made and entered into as of the latest effective date of the ordinance or resolution referred to herein, by and between the Township of Union, Warren County, Ohio, an Ohio township (the "Township") and the City of Mason, Warren County, Ohio, an Ohio municipal corporation (the "City") pursuant to Ohio Revised Code Section 709.192 and in accordance with the terms and provisions set forth herein.

## RECITALS

WHEREAS, the City is desirous of supporting and accepting annexations of real property within unincorporated Union Township located generally west of State Route 48 to the City; and

WHEREAS, the Township is willing to have the City conform the boundaries of certain property identified in an agreement annexed to the City in order to exclude Union Township from such area to avoid double taxation and duplication of public services, and to have the City make payments to the Township as provided in this Agreement; and

WHEREAS, the City and Township have determined that this Agreement is in the best interests of their respective residents, citizens and taxpayers, is for their mutual benefit and will provide for government improvements, facilities, and services, and promote and support economic development and the creation and preservation of economic opportunities in the region; and

WHEREAS, the City and Township desire to enter into this Annexation Agreement for the purpose of permitting the conformity of boundaries as provided in Section 503.07 of the Ohio Revised Code (the "R.C.") following the annexation of the property identified in this Agreement within unincorporated Union Township to the City of Mason, irrespective of the annexation process followed, and making payments to the Township related to the conformity of boundaries as provided in this Agreement and permitted by law; and

WHEREAS, the legislative authorities of the City and the Township have each authorized and directed the City and the Township, respectively, to make and enter into this Agreement by and through their respective legislative authorities in accordance with Ordinance No. \_\_\_\_\_ adopted by the Council of the City of Mason on \_\_\_\_\_, 20\_\_\_\_ and Resolution No. \_\_\_\_\_ adopted by the Union Township Board of Trustees on \_\_\_\_\_, 20\_\_\_\_.

NOW THEREFORE, in consideration of the mutual promises and covenants set forth in this Agreement, the City and the Township agree and bind themselves, their agents, officers, elected officials, employees, and successors as follows:

Section 1. Purpose. This Agreement is entered pursuant to the provisions of R.C. 709.192, to permit the changing of township boundaries pursuant to R.C. 503.07 following the annexation of properties within unincorporated Union Township to the City of Mason, irrespective of the annexation process followed, and to provide for payments to the Township as provided for in this Agreement either pursuant to R.C. 709.19 or in lieu of any payments required by the Ohio Revised

Code including R.C. 709.19 as expressly provided in this Agreement and as permitted and provided by law including R.C. 709.191 and R.C. 709.192. The parties intend by this Agreement to exercise all of the powers granted to the City and Township by the Constitution and the laws of the state of Ohio currently in effect to the fullest extent permitted by law.

Section 2. Term. The term of the Agreement shall be for a period of twenty-five years, commencing on the date on which this Agreement was fully executed. Following the end of the twenty-five year period, this Agreement will automatically renew for successive terms of ten years, unless either the Township or the City delivers written notice to the other at least one year in advance of said party's wish to terminate the Agreement. This Agreement is binding upon all future Boards of Township Trustees for Union Township and all future City Councils for the City of Mason until its termination under the terms of this Agreement. Notwithstanding the aforesaid, this Agreement may be terminated at any time upon the mutual written consent of both the Township and the City, in accordance with authorization by their respective legislative authorities.

Section 3. Territory Subject to Agreement. The territory that is subject to this Agreement is all real property within unincorporated Union Township identified in the List of Parcels and on the map that are attached hereto as Exhibit A (the "Territory"). This Agreement does not apply to any other property or annexation.

Section 4. Annexation. The City and Township support, consent to and agree with the annexation of the Territory that is now in the unincorporated Township and is identified and illustrated on Exhibit A, provided such annexation complies with the terms of this Agreement.

Section 5. Support of Annexation Petitions. The Township agrees that, for purposes of Ohio Revised Code Chapter 709, it consents to and will not oppose the approval of an annexation of any of the Territory identified in Exhibit A, provided the petition complies with the terms of this Agreement and statutory requirements. The annexation of all or any portion of the Territory subject to this Agreement may be sought utilizing the provisions of the "Expedited Type 1" procedure as contained in R.C. 709.021 and 709.022, or any other annexation procedure provided by law. This Agreement may be utilized to fulfill the provision of R.C. 709.022 for any petition filed pursuant to that section that has the consent of all parties and is required to be accompanied by a certified copy of an annexation agreement provided for in R.C. 709.192.

Section 6. Annexation Proceedings. The City shall provide the Township with a copy of any petition for annexation subject to this Agreement within five (5) days after such petition is filed with the Clerk of the Warren County Board of County Commissioners. Upon the filing of the petition, the Township will cooperate, if requested, to assure the petition shall be diligently processed to accomplish the annexation of all or any portion of the Territory to the City pursuant to this Agreement.

Section 7. Acceptance of Annexations. Upon the approval of the annexation by the Board of County Commissioners and the City clerk's receipt of the record of the annexation proceedings from the Clerk of the Warren County Board of County Commissioners, the City shall timely accept the annexation and process it according to law. The City shall deliver a copy of the ordinance or resolution accepting the annexation to the Fiscal Officer of the Township.

Section 8. Changing of Township Boundaries. The City shall file a petition with the Warren County Board of County Commissioners, pursuant to R.C. Chapter 503, including R.C. 503.07 or

subsequent comparable statutory section, or take other action to have the annexed Territory excluded from Union Township. The Township agrees that any Territory annexed shall be removed from the Township following annexation as provided in this Agreement and that it will support and by this Agreement consents to any request by the City to exclude the Territory subject to this Agreement from the Township.

Section 9. Payments to Township. The City shall make payments associated with the exclusion of any parcel of Territory identified and illustrated in Exhibit "A" from the Township. For the purposes of payment, the Territory is divided into three (3) areas, each with its own payment schedule. As soon as practical after an annexation becomes effective, the City shall file a petition with the Warren County Board of County Commissioners to exclude the territory annexed from the Township. Following the change of township boundaries excluding Territory from Union Township, the City shall make the following compensation payments to the Township and the annexed Territory shall no longer be subject to Township taxes:

- A. Area I. Area I is comprised of Parcel No. 12-14-300-002 being 222.7418± acres identified in Exhibit A, paragraph I). The City shall pay the Township the total sum of \$960,000.00, payable in twelve annual installments of \$80,000.00, until paid in full. The City may pay any or all unpaid installments in advance of their due date at any time. The Township and the City acknowledge that the total sum of \$960,000.00 is a contractual obligation of the City, and is not contingent or conditioned upon any factors relating to the collection of real property taxes, residential build out, market conditions, or reimbursement to the City by a Developer. This payment is in lieu of and the Township shall not be entitled to receive any compensation payments from the city as provided in R.C. 709.19 or otherwise upon the exclusion of Area I Territory from the Township. The first annual payment shall commence upon June 1 in the first year the City receives (or should have received but did not due to taxpayer delinquency or tax incentives) real property taxes from the 222.7418± acres following the exclusion of that territory from Union Township, and shall be paid thereafter on June 1 each calendar year as provided herein until paid in full.
- B. Area II. Area II is comprised of ten parcels identified in Exhibit A. The Township shall be entitled to receive compensation payments from the City for each parcel in Area II as provided in R.C. 709.19 in effect on the date this Agreement is entered. If there has been an exemption by the City of real, personal, or public utility property taxes the City shall make the payments to the Township provided in R.C. 709.19 calculated as if the exemption had not occurred.
- C. Area III. Area III is comprised all or portions of eleven parcels identified in Exhibit A that are parcels used for railroad or street rights of way any portion of which may be included with a petition to annex parcels in Area I or Area II. The City shall not pay the Township any compensation payments for railroad property and street rights of way that are included in an annexed territory.

Section 10. Provision of Public Services. The City shall either provide or make all City public services available to the territory annexed immediately after the annexation becomes effective. Those City services shall specifically include police, fire and emergency medical services to all territory annexed to the City, which services shall not be provided by the Township following annexation unless they are provided pursuant to a mutual aid agreement or as may otherwise be

mutually agreed upon by the City and Township. The Township shall not provide any public services to any territory that is annexed to the City after the effective date of the annexation.

Section 11. Zoning. The Township and City acknowledge that, by operation of law (R.C. 303.18 and 519.18), any county zoning regulations in effect at the time of annexation shall remain in full force and shall be enforced by the county officials until the legislative authority of the City either officially adopts the existing county zoning regulations or new regulations for the annexation territory. The City shall take all necessary steps to rezone the property in the City of Mason.

Section 12. Support of Agreement. In the event that any other persons or parties in a court of law challenge this Agreement, or any of its terms, conditions, or provisions, the City and the Township agree to cooperate with one another and to use their best efforts in defending this Agreement with the object of upholding this Agreement. Each party to this Agreement shall bear its own costs in any such proceeding challenging this Agreement or any term or provision thereof.

Section 13. Signing other documents. The parties hereto agree to cooperate with one another and to use their best efforts in the implementation of this Agreement and to sign or cause to be signed, in a timely fashion, all other necessary instruments, legislation, and similar documents, and to take such other actions in order to effectuate the purpose of this Agreement.

Section 14. Tax Levies. Nothing in this Agreement shall be interpreted as the sharing of any tax levy by and between the Township and City or the guarantee of a levy or its payment.

Section 15. Beneficiaries. This Agreement shall inure to the benefit of and shall be binding upon the City and the Township and their respective successors, subject, however, to the specific provisions hereof. This Agreement is not intended to and does not create rights or benefits of any kind for any persons or entities that are not a party to this Agreement.

Section 16. Severability. In the event that any section or provision of this Agreement, or any covenant, agreement, obligation or action, or part thereof, made, assumed, entered into or taken, or any application thereof, is held to be illegal or invalid for any reason, that illegality or invalidity shall not affect the remainder of this Agreement, all of which shall be construed and enforced as if the illegal or invalid portion were not contained herein or therein.

Section 17. Captions and headings. The captions and headings herein are for convenience only and in no way define, limit or describe the scope or intent of any provision or section hereof.

Section 18. Amendment. This Agreement may only be amended, revised or altered pursuant to an amendment, in writing, executed by the City and Township and properly promulgated and approved in accordance with their respective legislative authorities, said legislative authorization to be within sixty (60) days of one another.

Approved as to legal form and correctness:

**TOWNSHIP OF UNION**

By: \_\_\_\_\_  
Asst. Prosecutor Union Township

By: \_\_\_\_\_  
Trustee

By: \_\_\_\_\_  
Trustee

By: \_\_\_\_\_  
Trustee

Approved as to legal form and correctness:

**CITY OF MASON**

By: \_\_\_\_\_  
Law Director  
City of Mason

By: \_\_\_\_\_  
Eric Hansen, City Manager

4812-2187-6262 v2

