

ORDINANCE 2015-92

AUTHORIZING THE CITY MANAGER TO ENTER INTO A REIMBURSEMENT AGREEMENT WITH TERRA FIRMA DD, LLC OR ASSOCIATED ENTITY RELATED TO THE ANNEXATION OF CERTAIN PROPERTY TO THE CITY OF MASON AND DECLARING AN EMERGENCY

WHEREAS, the City intends to enter into an Annexation Agreement with Union Township regarding the annexation of certain property to the City of Mason; and

WHEREAS, the proposed Annexation Agreement requires the City to remove the land from the township and states that the city shall make certain payments to township; and

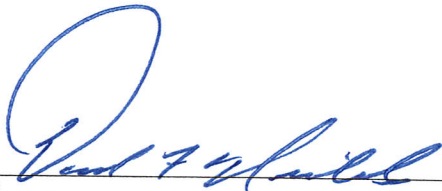
WHEREAS, the City and Terra Firma DD, LLC have agreed to a method for Terra Firma to reimburse the City for such required payments.

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

Section 1. That the City Manager is hereby authorized to enter into a Reimbursement Agreement with Terra Firma DD, LLC or a related entity in substantially the same form that is attached hereto as Exhibit A and incorporated herein by reference, pertaining to the reimbursement of annexation payments by the City of Mason.

Section 2. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety, or welfare and shall be effective immediately upon its adoption. The reason for said declaration of emergency is the need to execute the Reimbursement Agreement prior to the timely filing of the annexation petition.

Passed this 3rd day of September, 2015.



Mayor

Attest:



Clerk of Council

REIMBURSEMENT AGREEMENT

This Reimbursement Agreement (“AGREEMENT”) is entered into this ____ day of _____, 2015, by and between the City of Mason, Ohio, (“Mason”) and Terra Firma DD, LLC (“Developer”).

WITNESSETH:

WHEREAS, Developer owns property in Union Township, Warren County, Ohio and desires to annex said property to Mason; and

WHEREAS, Mason and Union Township have negotiated the terms of an Annexation Agreement; and

WHEREAS, as part of the Annexation Agreement, Mason will agree to pay Union Township the total sum of \$960,000.00, payable in twelve annual installments of \$80,000.00 until paid in full; and

WHEREAS, Developer has agreed to reimburse Mason for said payments; and

WHEREAS, the parties now desire to memorialize the terms of said reimbursement.

NOW, THEREFORE, in consideration of the mutual agreements, covenants and promises set forth in this AGREEMENT, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby **AGREED** among Mason and the Developer (“the Parties”) as follows:

1. Developer hereby agrees to reimburse Mason for any all payments made by Mason to Union Township, as part of an Annexation Agreement, in the total sum of \$960,000.00, payable through the future payment of building permit fees, as shall be set forth in future covenants and restrictions related to Developer’s property.

3. In exchange for Developer’s obligation to make said reimbursement payments, Mason covenants that it shall execute an Annexation Agreement with Union Township in order to further Developer’s goal of annexing its property to Mason.

4. This Agreement and the rights and obligations that flow there from shall be interpreted, construed and enforced in accordance with the laws of the State of Ohio.

5. The parties acknowledge that the covenants contained in this Agreement provide good and sufficient consideration for every promise, duty, obligation, and right contained in this Agreement.



6. Neither party shall assign any of its rights or delegate any of its duties under this Agreement without written consent of the other which shall not be unreasonably withheld. Subject to the above provision, this Agreement shall be binding on the successors and assigns of the parties.

7. This Agreement contains the entire Agreement between Developer and Mason with respect to the subject matter hereof and supersedes all prior written or oral contracts between the parties. No representations, promises, understandings, contracts or otherwise, not herein contained shall be of any force or effect.

8. No modification or amendment of any provisions of the Agreement shall be effective unless made by a written instrument duly executed by the party to be bound thereby, which refers specifically to this Agreement and the amendment or modification being made.

9. This Agreement may be executed simultaneously in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed as of the date first set forth above.

For the City of Mason:

For the Developer:

City Manager

By: _____

Its: _____

Approved as to form:

Jeffrey D. Forbes
Law Director, City of Mason