

AN ORDINANCE NO. 25-169

Authorizing the City Manager to enter into a Development Incentive Agreement (Single Family Residential Development) with Easton 32718, LLC to provide for water services to real property outside the City limits.

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WHEREAS, Easton 32718, LLC owns certain real property which is currently located outside the City limits; and

WHEREAS, Easton 32718, LLC desires the privilege of obtaining water services from the City; NOW, THEREFORE:

BE IT ORDAINED by the City Commission of The City of Springfield, Ohio:

Section 1. That the City Manager is hereby authorized to enter into a Development Incentive Agreement (Single Family Residential Development), a copy of which is attached hereto, with Easton 32718, LLC to provide for water services to real property outside the City limits.

Section 2. That because the Development Incentive Agreement authorized by this ordinance constitutes a covenant running with the land, the City Manager is hereby authorized to execute such agreements and documents the City Manager deems necessary to document that the terms of this Development Incentive Agreement remain in effect upon change in the ownership of the property described in the Development Incentive Agreement.

Section 3. That this Ordinance shall take effect and be in force from and after fourteen (14) days from the date of its passage.

PASSED this 3rd day of June, A.D., 2025.

Acting


PRESIDENT OF THE CITY COMMISSION


CLERK OF THE CITY COMMISSION

DEVELOPMENT INCENTIVE AGREEMENT
(Single Family Residential Development)

THIS AGREEMENT entered into this _____ day of _____, 2025,
by and among **THE CITY OF SPRINGFIELD, OHIO** ("City") whose mailing address is
76 East High Street, Springfield, Ohio 45502 and **Easton 32718, LLC** ("Owner") whose
mailing address is 233 West Mound Street, South Charleston, Ohio 45368.

WITNESSETH:

WHEREAS, Owner wishes to use and/or develop certain real property, described in
"Exhibit A" attached hereto and incorporated herein by reference (hereinafter called
premises), for residential purposes only; and

WHEREAS, the premises is currently located outside the City's corporation limits;
and,

WHEREAS, Owner desires the privilege of obtaining water services from City.

NOW, THEREFORE, in consideration of the mutual promises and covenants
herein contained, the parties hereto agree as follows:

Section 1. After Owner has tapped available water main in a manner approved by
the City and has paid all applicable connection fees, the City shall allow Owner to draw
water from the City's water system subject to the water use laws and rules as currently and
hereafter established by the City. Owner agrees to pay the usual and customary water
charges, as currently and hereafter established by the City provided, however, that for as
long as the premises remain outside the City's corporation limits, Owner shall pay water
charges at the prevailing rates for users located outside the City's corporation limits.

Owner shall comply with all constitutional and charter provisions, statutes, ordinances, rules and regulations currently and hereafter applicable to the City's water distribution and sewage collection systems.

Section 2. Owner shall construct or otherwise make available, in accordance with the City's specifications, the facilities necessary to connect the City's water system to the premises. The cost of providing the above described facilities shall be the responsibility of Owner. The City shall provide initial service within a reasonable time, but not later than five (5) days after Owner has provided the facilities and requested inspection and received approval by the City. The City will use its reasonable best efforts to maintain water service to the premises as long as this agreement is in effect.

Section 3. Owner agrees to fully cooperate in any proceedings to annex the premises to the City's corporate limits. Said cooperation shall be defined as (i) appointing an individual designated by the City to be the Owner's agent to furnish applications, petitions, affidavits and other documents necessary to the annexation process, (ii) signing annexation petitions and providing supporting affidavits, (iii) furnishing representatives to testify in favor of annexation at hearings, (iv) providing information concerning the benefits of annexation, (v) remaining as a party in annexation proceedings through the appellate process, (vi) not encouraging opposition to annexation, (vii) preparing an annexation petition and map and (viii) such other assistance in furtherance of annexation as the City shall reasonably request. Owner shall provide such cooperation in annexation proceedings either alone or in concert with other property owners seeking annexation.

Section 4. Owner further agrees that the water services provided by City pursuant to this agreement are for the sole benefit of Owner, Owner's successor owners in and their tenants. Owner shall not assign the Owner's interest and rights under this agreement to any other entity without the consent of City in writing. In the event the Owner conveys any portion of its interest in the premises to any other entity without providing for the express assumption by the successor owner of the obligations of the Owner under this agreement, and Owner fails to secure such an assumption within (30) days after notice from the City thereof, the City may, at its option, terminate the water services provided pursuant to this agreement.

Section 5. In consideration of City allowing to Owner the privilege to receive water services for the premises located outside the City's corporate limits, Owner agrees to make payment to City as follows:

- a. On the fifteenth (15th) day of April of each year Owner shall pay to the City the sum of Two Hundred Fifty Dollars (\$250.00) for each residential unit located on the premises during the calendar year immediately preceding the year in which the April payment is to be made.

- b. A residential unit is defined as a dwelling designed to be occupied by an individual or group of individuals living together in common living quarters.
- c. Payments under this section shall be made to the City until annexation of the premises to the City's corporate limit has been completed. Obligations under this section shall begin as of the date that water services are commenced by the City.
- d. Sums due to the City pursuant to this Section 5 and remaining unpaid after the due date shall bear interest at the rate of eighteen percent (18%) per annum.

Section 6. On the date the premises become annexed to City's corporation limits, Owner, its successors and assigns and its tenant's obligations under Sections 4 and 5 shall cease. However, all previous payments made by Owner to City pursuant to Sections 1 and 5 shall be retained by City and payments pursuant to Sections 1 and 5 shall be made to City for that portion of the year of annexation during which the premises was not within City's corporation limit.

Section 7. Should the use of the premises change from a single family residential use as a single family structure or condominiums to another use, the parties agree that this Development Incentive Agreement shall terminate and that another Development Incentive Agreement shall be entered into containing a payment system consistent with the new use to which the premises is put.

Section 8. OWNER shall indemnify and hold City harmless from any liability of any nature which may result from the acts or omissions of Owner, in entering into this agreement or performing its obligations under this agreement. Further, Owner shall pay all attorney's fees and court costs incurred by City in defending itself against any such liability. WARNING: It is unlawful for officials and employees of City to receive gratuities.

Section 9. City's failure to complain of any act or omission on the part of Owner, no matter how long a time the same may continue, shall not be deemed to be a waiver of any right hereunder. No waiver by City at any time, express or implied, or any breach of any provision of this agreement shall be deemed a breach of any other provision of this agreement or a consent to any subsequent breach of the same or any other provision.

Section 10. Any judicial action involving any controversy or claim arising out of, or relating to, this agreement or the breach thereof, shall be filed only in the courts of Clark

County, Ohio.

Section 11. All notices required or permitted to be given by either Owner or the City under the terms of this Agreement shall be in writing and sent by certified mail, return receipt requested, by courier service, or delivered in person to the above mentioned addresses. In the event that the notice should be undeliverable for any reason using one or more of the prescribed methods listed above, the issuing party may serve notice upon the other party by regular mail. A certificate of mailing is required for notice by regular mail.

Section 12. This agreement may not be modified or amended except by a subsequent agreement in writing signed by the parties hereto. The parties may waive any of the conditions contained herein or any of the obligations of the other party hereunder, but any such waiver shall be effective only if in writing and signed by the party waiving such condition or obligation.

Section 13. This agreement, including the exhibits attached hereto, constitutes the entire agreement and understanding between the parties hereto and supersedes all prior and contemporaneous agreements and understandings of the parties in connection therewith. No statements, agreements or understandings, representations, warranties or conditions not expressed in this agreement shall be binding upon the parties hereto, or shall be effective to interpret, change or restrict the provisions of this agreement unless such is in writing signed by both parties hereto and is by reference made a part hereof.

Section 14. This agreement is binding upon, and inures to the benefit of the parties hereto, their respective legal representatives, successors and assigns. This Agreement shall be recorded in the office of the Recorder of Clark County, Ohio and constitutes a covenant running with the land.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands to duplicate originals as of the date first above written.

APPROVED AS TO FORM

AND CORRECTNESS:

Jill N. Allen, Law Director

THE CITY OF SPRINGFIELD, OHIO

By: _____
Randy Stevenson, Assistant Law Director

Bryan Heck, City Manager

Owner:

Michael Moshier, Managing Member

STATE OF OHIO)
COUNTY OF CLARK) SS:

Before me, a Notary Public, in and for said County, personally appeared Bryan Heck, City Manager of The City of Springfield, Ohio who acknowledged that he did execute the foregoing instrument as the fully authorized officer of The City of Springfield, Ohio and that the same is its free act and deed and his free act and deed respectively, as such officer and individually.

In Testimony Whereof, I have hereunto subscribed my name and affixed my official seal at Springfield, Ohio this ____ day of _____, 2025.

Notary Public

STATE OF OHIO)
COUNTY OF CLARK) SS:

Before me, a Notary Public, in and for said County, personally appeared Michael Moshier, Managing Member of Easton 32718, LLC, who acknowledged that he did execute the foregoing instrument and that the same is his free act and deed and who further swore to and subscribed the said instrument.

In Testimony Whereof, I have hereunto subscribed my name and affixed my official seal at Springfield, Ohio this ____ day of _____, 2025.

Notary Public

This instrument was prepared by The City of Springfield, Ohio.

EXHIBIT A

Situate in the State of Ohio, County of Clark, Township of Springfield and being a part of the northwest quarter of Section 17, Town 5, Range 9, B.T.M.R.S., and a part of the northeast quarter of Section 23, Town 5, Range 9, B.T.M.R.S., and being more particularly described as follows:

Beginning at a 5/8" diameter iron bar with "Hoppes" cap found at the northeast corner of said Section 23, also being the section common to Sections 23, 24, 17 and 18, said iron bar found also being at the southeast corner of a 2.254 acre tract conveyed to Timothy L. Knight by Deed recorded in Official Record 1833, Page 1287, and at the southwest corner of a 0.80 acre tract conveyed to the City of Springfield by Deed recorded in Deed Volume 260, Page 251 of the Clark County Deed Records;

Thence with the south line of said City of Springfield's 0.80 acre tract, the south line of a 1.20 acre tract conveyed to Mary K. Ulery by Deed recorded in Official Record 64, Page 427, and with the south line of a 4.43 acre tract conveyed to James W. & Edith M. Lopez by Deed recorded in Official Record 1126, Page 284, S-87°21'40"-E, 336.32' (feet) to an iron bar set at the northwest corner of a 7.37 acre tract conveyed to Robert I. & Janet L. Paugh by Deed recorded in Official Record 799, Page 281 of the Clark County Records;

Thence with the west line of said Paugh's 7.37 acre tract S-0°33'50"-E, 783.98' (feet) to a 7/8" diameter iron bar in concrete found at the northeast corner of a 0.90 acre tract conveyed to Edith M. & Carl Smith by Deed recorded in Official Record 947, Page 137 of the Clark County Records;

Thence with the north line of said Smith's tract N-87°17'53"-W, 301.93' (feet) to a point on the original east right-of-way line of Ogden Road (30' right-of-way) from which a 7/8" diameter iron bar in concrete found bears N-87°17'53"-W, 1.57' (feet), passing for reference an iron bar set on the right-of-way line of Ogden Road, per the Clark County Thoroughfare Plan, at 286.91' (feet);

Thence with the original right-of-way line of Ogden Road the following two (2) courses:

1. N-0°35'03"-W, 467.13' (feet);
2. N-19°53'23"-W, 342.14' (feet) to a 5/8" diameter iron bar with "Edwards" cap found at the southwest corner of aforementioned Knight's 2.254 acre tract, said iron bar found also being on the north line of aforementioned Section 23;

Thence with the north line of said 23 and the south line of said Knight's tract S-87°21'4"-E, 79.13' (feet) to the place of beginning, passing for reference a 5/8" diameter iron bar with "Edwards" cap found on the right-of-way line of Ogden Road, per the Clark County Thoroughfare Place, at 16.24' (feet).

Containing 5.837 acres, 0.279 acre of which is within the right-of-way of Ogden Road per the Clark County Thoroughfare Plan, but being subject to the rights of all legal highways and all easements of record.

Being all of the remaining area of an 8.33 acre tract conveyed to David B. Akers by Deed recorded in Official Record 1765, Page 2619 of the Clark County Records.

The foregoing description prepared by and in accordance with a survey by William D. Edwards, Professional Surveyor No. 7574, November 30, 2007. All iron bars set are 5/8"x30" iron re-bar with a yellow plastic cap stamped "EDWARDS PS 4792 PS 7574." The basis of bearings for the herein described tract is the north line of Sections 17 and 23 per Official Record 1833, Page 1287 of the Clark County Records (S-87°21'40"-E).

Subject to all easements, restrictions and covenants of record.

Commonly known as: 968 Ogden Road, Springfield, Ohio 45503

Prior Deed Reference: Instrument Number 202200017299 Deed Records Clark County, Ohio

Parcel ID: 300-07-00024-413-006