

PRE-ANNEXATION AGREEMENT

This Pre-Annexation Agreement is entered into effective this _____ day of _____, 2020, by and between _____, hereinafter referred to as the “Owners”, and **The City of Cambridge**, (hereinafter referred to as the “City”), to document their agreements with respect to the proposed annexation.

1. WHEREAS, the Owners own certain real estate in _____ Township, Guernsey County, Ohio (hereinafter referred to as the “Property”) as described on Exhibit A attached hereto;
2. WHEREAS, the Owners, their successors or assigns, desire to develop the Property and to annex the same to the City;
3. WHEREAS, the Owners, their successors or assigns and their lenders, have or will rely upon the agreements of the City relating to the Property, including, but not limited to, City’s provision of water and sewer services to the Property, and the zoning classification of the Property, and
4. WHEREAS, the parties have entered into this agreement to document their respective duties and rights.

NOW THEREFORE, the parties agree as follows:

1. The Owners agree that on or before the 90 days after becoming contiguous and meeting the requirements to be annexed to the City, they will file with the Guernsey County Commissioners a Petition for Annexation for the annexation of the Property to the City. Owners, their successors or assigns will support the City in any appeal of the annexation process beyond the County Commissioners’ level. The Owners, their successors or assigns, shall not seek recovery of its legal expenses relating to any appeal involving the annexation process after the County Commissioners’ level from the City unless and to the extent such expenses should exceed \$2,000.00.
2. The City agrees to promptly cooperate and assist the Owner, its successors or assignees, to facilitate the annexation, zoning, and development, including, but not limited to, required meetings or hearing. The City shall not seek recovery of its costs or expenses from the Owners, their successors or assigns.
3. The City agrees that upon requesting annexation to use its best efforts to assist the Owners in obtaining satisfactory zoning of the property; and agrees that if the Owners are not successful in obtaining satisfactory zoning, it will not oppose any petition for detachment of the Property, providing said petition is filed within 90 days after the initial establishment of zoning by Cambridge City Council.
4. After the water and sewer extension lines have been installed, at the expense of the Owners, and approved by the City Engineer, the City shall provide usual water and sewer services on the same basis as any customer of the City. Upon annexation, the Owners shall also receive fire protection, police protection, recreation services, sanitation services, street maintenance and related street services when the streets are properly installed and dedicated to public service.

5. This agreement and the rights and obligation of the parties hereunder shall, subject to the terms and conditions hereof, insure to the benefit of and be binding upon the respective successors and assigns of City and Owner (including successive as well as immediate successors and assignees), including the ultimate owner or owners of any part of the Property.
6. This agreement supersedes any and all prior agreements, arrangements, negotiations, understands and acknowledgments between City and Owner relative to the matters contained herein, whether oral or written. No amendment, modification or alteration of this agreement shall be valid unless in writing, and signed by the parties hereto.
7. If any provision or provisions 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 provisions of this agreement but shall be confined in its operation to the specific provision or provisions of this agreement held invalid and the invalidity of any article, 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.
8. This agreement will be recorded in the office of the Guernsey County Recorder and indexed to these parties and cross-referenced to Deed, Volume _____, Page _____, and Deed, Volume _____, Pages _____.

**CITY:
THE CITY OF CAMBRIDGE**

By: _____

Its: _____

STATE OF OHIO)
) ss.
GUERNSEY COUNTY)

Before me, a Notary Public in and said County and State, personally appeared _____, who acknowledged that they did sign this Pre-Annexation Agreement and the same, is their free act and deed.

In testimony whereof, I have hereunto set my hand official seal at Cambridge, Ohio this _____ day of _____, 20__.

SEAL

NOTARY PUBLIC
COMMISSION EXPIRES: _____

OWNERS:

By: _____

By: _____

STATE OF OHIO)
) ss.
GUERNSEY COUNTY)

Before me, a Notary Public in and said County and State, personally appeared _____, who acknowledged that they did sign this Pre-Annexation Agreement and the same, is their free act and deed.

In testimony whereof, I have hereunto set my hand official seal at Cambridge, Ohio this _____ day of _____, 20__.

SEAL

NOTARY PUBLIC
COMMISSION EXPIRES: _____