

RESOLUTION NO. 02-18
CITY OF CENTERVILLE, OHIO

SPONSORED BY COUNCILMEMBER John Palcher ON
THE 22nd DAY OF January, 2018.

**RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A
YANKEE TRACE NAME AND LOGO USE AGREEMENT WITH SIMMS
SAVANNAH PLACE, LTD FOR THE SAVANNAH PLACE AT YANKEE TRACE
DEVELOPMENT.**

WHEREAS, the City is the sole owner of the name “Yankee Trace” and/or “Golf Club at Yankee Trace”, its logos, and its related rights; and

WHEREAS, Simms Savannah Place, LTD., (the “Developer”) owns and intends to develop property located off Yankee Street in the City of Centerville into single family homes (the “Development”); and

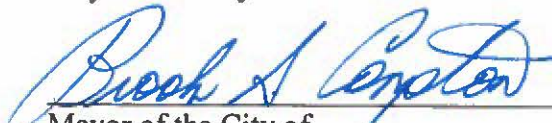
WHEREAS, it is in the best interests of the City to allow this use of the Yankee Trace name for this Development.

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE
CITY OF CENTERVILLE, MONTGOMERY COUNTY, OHIO, AS FOLLOWS:**

Section 1. The City hereby agrees to enter into a YANKEE TRACE NAME AND LOGO USE AGREEMENT with Simms Savannah Place, LTD., and the City Manager is hereby authorized to execute the agreement in a form substantially similar to the agreement attached hereto as Exhibit “A” and incorporated herein on behalf of the City of Centerville.

Section 2. This Resolution shall be in full force and effect at the earliest date allowed by law.

PASSED THIS 22nd day of January, 2018.



Mayor of the City of
Centerville, Ohio

ATTEST:

Carin R. Andrews

Clerk of Council
City of Centerville, Ohio

CERTIFICATE

The undersigned, Clerk of Council of the City of Centerville, Ohio, hereby certifies the foregoing to be a true and correct copy of Resolution No. 02-18, passed by the Council of the City of Centerville, Ohio on the 22nd day of January, 2018.

Carin R. Andrews

Clerk of the Council

Approved as to form, consistency
with existing ordinances, the
charter & constitutional provisions
Department of Law
Scott A. Liberman
Municipal Attorney

YANKEE TRACE NAME AND LOGO USE AGREEMENT
(SAVANNAH PLACE AT YANKEE TRACE)

This Agreement is entered into as of this ____ day of _____, 2018, by and between the **CITY OF CENTERVILLE, OHIO** (the "City"), an Ohio Municipal Corporation, with principal offices located at 100 West Spring Valley Road, Centerville, Ohio 45458, and **SIMMS SAVANNAH PLACE, LTD., an Ohio limited liability company**, (the "Developer"), a real estate development services company, with principal offices located at _____.

Wherever used herein, the terms "the City" and "the Developer" shall include their successors and assigns.

WHEREAS, the City is the sole owner of the name "Yankee Trace" and/or "Golf Club at Yankee Trace", its logos, and its related rights; and

WHEREAS, Developer owns and intends to develop property located along Yankee Street in the City of Centerville into single family homes (the "Development"); and

WHEREAS, the Development is located adjacent to the Yankee Trace housing development and the Golf Club at Yankee Trace; and

WHEREAS, the single family homes is intended to be named the Savannah Place at Yankee Trace; and

WHEREAS, Developer has requested the use of the Yankee Trace name and logo for single family development within the Yankee Trace Development.

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

I. Use of Name. The City hereby grants the Developer the non-exclusive, non-transferrable, right to use the "Yankee Trace" name, logo, and associated rights for the agreed development, subject to the provisions of this Agreement. The City agrees to provide the Developer with necessary logo artwork and related materials as needed to allow the Developer to identify the development as being part of Yankee Trace.

II. The Development. The City approves the use of the name "Yankee Trace" in the following development:

1. Savannah Place at Yankee Trace, consisting of approximately 44 units.

III. Compliance with Yankee Trace Standards and City Ordinances. The Developer agrees that the development shall conform to all standards set by the Yankee Trace Community Association including, but not limited to, exterior lighting specifications, fence specifications,

landscaping specifications, pathways specifications, limestone monuments/signage specifications, etc. and agrees to adhere to all of the City Ordinances, including, but not limited to, property maintenance, taxes or rules enforcement issues. If the City determines that the Developer is not complying with the Yankee Trace Community Association standards, the City shall provide written notice to the Developer. Should the defects not be remedied within sixty (60) days after written notice is provided, the City may, in its reasonable discretion, terminate this Agreement. The City shall be allowed to enforce its rules and regulations with regards to any violations of City Ordinances. Any violations that are not remedied per City Ordinances may result in the termination of this Agreement.

IV. Yankee Trace Community Association. The Developer shall develop its own covenants, conditions, and restrictions with its own design guidelines similar to those in the Yankee Trace Community Association, Inc. Declaration of Covenants, Conditions and Restrictions and Reservation of Easements (“Declaration”) as originally recorded at Deed Book 94-0783A08 on December 6, 1994 and as subsequently amended from time to time, or become part of the Yankee Trace Community Association, Inc. through an amendment to the Declaration.

V. Rights Upon Termination. Upon the termination of this Agreement, for any reason, all rights granted to the Developer hereunder shall automatically revert to the City.

VI. Transfer prohibited. The Yankee Trace name shall not be transferred without the prior written consent of the City. In the event of a prohibited transfer, the City shall have the right to terminate this Agreement by written notice to the Developer.

VII. Severability. If any provision in this Agreement contravenes or is otherwise invalid, then such provision shall be deemed eliminated from this Agreement and the Agreement shall, as so modified, remain valid and binding on the parties hereto in full force and effect.

VIII. Choice of Law/Forum. This Agreement shall be deemed made and entered into in the State of Ohio and shall be governed by and construed in accordance with the law of Ohio. Any controversy or claim related directly or indirectly to this Agreement will be resolved in the appropriate court in Montgomery County, Ohio.

IX. Modification of Agreement. It is understood and agreed that this Agreement may not be changed, modified, or altered except by an instrument, in writing, signed by both parties and duly approved and authorized by each party’s legislative authority in accordance with the laws of the State of Ohio and of each individual party.

X. Third Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to or shall confer upon any other person any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

This Agreement is hereby executed upon the date first aforesaid by each party acting through its duly authorized representative.

**CITY OF CENTERVILLE, OHIO, an Ohio
Municipal corporation**

Wayne S. Davis
City Manager

Approved as to form:

Scott A. Liberman, Municipal Attorney

**SIMMS SAVANNAH PLACE, LTD., an Ohio
limited liability company**

By: _____
Its: _____