

ANNEXATION AGREEMENT

This Annexation Agreement (hereinafter the "Agreement") is made this _____ day of _____, 2012 by and among Cypress Wesleyan Church and The Greater Ohio District of the Wesleyan Church, Inc., Ohio not-for-profit corporations, PO Box 360, Galloway, Ohio 43119 (hereinafter collectively referred to as "Church"), and the City of Columbus, Ohio, an Ohio chartered municipal corporation (hereinafter "Columbus").

WHEREAS, Cypress Wesleyan Church and The Greater Ohio District of the Wesleyan Church, Inc. are the owners of 57.845 acres of land in Prairie Township on the east side of Alton Darby Creek Road;

WHEREAS, Church desires to annex its property to the City of Columbus, Ohio in order to obtain city services, including water and sewer, for a proposed recreational and Cypress Wesleyan Christian School uses of its property in connection with its church youth ministry; and

WHEREAS, the property includes right of way of Alton Darby Creek Road; and

WHEREAS, the City of Columbus Thoroughfare Plan calls for an additional thirty (30) feet of right of way along the western frontage of the annexed property on Alton Darby Creek Road; and

WHEREAS, Columbus has and will make water and sewer available to the Church property for the proposed use; and

WHEREAS, Columbus is interested in and has supported rules and regulations concerning the Big Darby Creek and its preservation; and

WHEREAS, the Church property is within the Big Darby Creek protection area; and

WHEREAS, both Columbus and the Church wish to promote the environmental goals and regulations of the Big Darby Creek Accord.

NOW, THEREFORE, the City of Columbus and Cypress Wesleyan Church agree as follows:

1. Alton Darby Road Right of Way. The Church will deliver in escrow a limited warranty deed conveying to the City of Columbus sixty (60) feet of property from the centerline of Alton Darby Road east consisting of thirty (30) feet of existing right of way and thirty (30) feet of additional right of way along Alton Darby Road reserving to the Church ingress and egress to the roadway subject to the access management ordinances and regulations of the City of Columbus. The City is empowered to record the deed once the annexation has been approved by the City of Columbus and any referendum period has passed such that the annexation is final in the City.

2. Big Darby Creek Protection. The Big Darby Accord Watershed Master Plan has several distinct components: a commitment to ensure environmental protection of the Big Darby and its environs and a financial component that applies to the establishment of new single and multi-family housing and commercial uses in the protection area. The Church agrees that it will comply with the rules and regulations passed by Columbus for the environmental protection of the Big Darby Creek, and agrees to comply with the April 2009 Big Darby Revenue Program adopted by Columbus and four other jurisdictions should it apply and the current intended recreational and Cypress Wesleyan Christian School use change to single or multi-family residential or commercial use. The April 2009 Big Darby Revenue Program does not apply to the current intended uses.

3. Water and Sewer. Columbus agrees that it will provide water and sewer to the site from the existing lines adjacent to the property understanding that Church will pay for the costs of tapping in and extension of the lines within the property. The City will provide other city services pursuant to the service ordinance.

4. Service Ordinance. The City agrees to pass a service ordinance identifying the services the City will supply the property and file it with the Franklin County Commissioners within 20 days of the filing of the annexation petition.

5. Permits and Clearances. The Church agrees to obtain all necessary permits and clearances, including any zoning, necessary prior to beginning construction of the recreational facility.

6. Miscellaneous.

a. Successors and Assigns. This Agreement underwrites an obligation of the parties hereunder, shall be subject to the terms and conditions hereof, and shall inure to the benefit of and be binding on the respective successors and assigns.

b. Entire Agreement. This Agreement constitutes the entire understanding and agreement of the parties hereto with respect to the subject matter hereof and supersedes all prior negotiations, discussions, undertakings, and agreements between the parties. This Agreement may be amended or modified only by a writing executed by the parties and their duly authorized officers or representatives where applicable.

c. Severability. If for any reason one or more articles, sections, sentences, clauses, or parts of this Agreement are held invalid, void, or unenforceable by any court of law or duly authorized public body to any extent, such provision shall be enforced to the greatest extent permitted by law. Such determination shall not affect, impair, invalidate, or prejudice in any way the validity of the remaining portions of this Agreement in any other instance, which shall be enforced to the greatest extent permitted by law.

d. Headings and Captions. Headings and captions in this Agreement are for the convenience of reference only and shall not limit or affect the meaning hereof.

e. Waiver. No delay or failure on the part of any party hereto in exercising any right, power, or privilege under this Agreement or under any other instruments given in connection with or pursuant to this Agreement shall impair any such right, power, or privilege or be construed as a waiver of any default or any acquiescence therein. No single or partial exercise of any such right, power, or privilege shall preclude the further exercise of such right, power, or privilege or the exercise of any other right, power, or privilege.

f. Applicable Law. This Agreement shall be governed by, construed, and interpreted in accordance with the ordinances and laws of the City of Columbus and the State of Ohio.

g. Effective Date. This Agreement is effective upon the last date executed below and the effective date of the ordinance or resolution approving the annexation agreement referred to herein.

This Agreement was executed by the undersigned Owners this _____ day of _____, 2012.

Cypress Wesleyan Church

Cypress Wesleyan Church

By: Barry Hines
Its: Chief Financial Officer

By: William Martin
Its: Trustee

The Greater Ohio District of the Wesleyan Church, Inc.

By: Jeffrey A. Mansell
Its: District Superintendent

This Agreement, authorized by the City of Columbus by Ordinance No. _____, adopted on _____, 2012 at an open meeting and in accordance with the laws of the State of Ohio and the ordinances and Charter of the City of Columbus, is executed by the Director of Development on this _____ day of _____, 2012, and is effective upon the date provided above.

CITY OF COLUMBUS, OHIO

By: Boyce Safford, III
Its: Director of Development

APPROVED AS TO FORM:

By: _____
City Attorney
City of Columbus