

PRE-ANNEXATION AGREEMENT

This Agreement (the "Agreement") is entered into this 1st day of December, 2005, by and between the City of Columbus, Ohio, an Ohio chartered municipal corporation (hereinafter "City") and Huntington Tower Associates, LLC, an Ohio limited liability company (hereinafter referred to as "Huntington").

PURPOSE.

Huntington is the agent and contract purchaser of a 44.7 acre tract of land located on the east side of Leppert Road and south of Hayden Run Road, being fully described as outlined in Exhibit A attached hereto and attached herein (hereinafter referred to as "Property"). Huntington intends to develop this property for residential and associated uses. The property is contiguous with the City of Columbus. The property is located in what has been called the Northwest Corridor for the City of Columbus. The City of Columbus can provide municipal services to the Property its annexation. The City and Huntington can receive mutual benefits through the annexation of the Property to the City.

TERMS.

Therefore, the City and Huntington in order to gain mutual benefits agree as follows:

1. Annexation Petition. At its expense, Huntington will prepare an Annexation Petition and the appropriate map or plat sufficient for filing with the Franklin County Board of County Commissioners. Huntington will obtain the property owners' signatures on the Petition. The Petition will be prosecuted as an Expedited II, 100% owner supported annexation under Ohio Revised Code §709.023. Should any owner refuse to sign, that owner at the election of Huntington may be deleted from the annexation petition filing. The owners agree to continue to support the annexation to the City throughout the process as long as this Agreement is in effect, the City is able to provide the municipal services contemplated, and Huntington is in favor of the annexation.
2. Service Resolution. The City agrees to enact the statutorily required municipal service resolution setting out the services it can and will provide to the Property and the time when such services will be available within twenty (20) days of the filing of the annexation petition with the Franklin County Board of County Commissioners. The City agrees that should a pre-review of the annexation petition be necessary that the City will complete its review and obtain the information necessary to pass its service resolution within four (4) weeks of the date that the proposed annexation petition is presented to the City. The City agrees to promptly review any map, plat or description that it is presented to it so as not to delay the annexation process.
3. Water and Sewer. The City agrees that it can and will supply water and sewer to the Property and has the necessary capacity to do so. Should any easements off-site of the Property be necessary in order to extend water and sewer from their current termini in the City to the Property and should Huntington be unable to obtain such easements, the City will cooperate with Huntington to obtain the necessary right-of-way or easements at Huntington's expense. Water and sewer lines will be extended to the Property at the Developer's cost subject to the Developer

receiving credit for any over-sizing and its pro-rata share of any extension or installation costs that benefit other owners at the time the other owners connect to the system.

4. Zoning. The City agrees, that upon the approval of the annexation petition by the Franklin County Board of County Commissioners, to allow Huntington to file with the City an application to rezone the annexed property. It is understood that the City promises no particular zoning category for the Property.

5. Storm Water and Storm Water Management. The City agrees to work with Huntington and/or the Owners regarding storm water drainage easements and will cooperate with Huntington in obtaining at Huntington's expense any off-site storm water access necessary to properly manage storm water on or from the site. Huntington shall pay the cost of construction and easement acquisition including attorney fees and shall abide by the City's storm water regulations.

6. Developer Contributions and Charges. The parties hereto understand that the "Interim Hayden Run Corridor Plan" calls for cluster development on the Property with a protective buffer and multipurpose trail along Hayden Run stream. The parties also understand that the City has engaged in a multi-jurisdictional planning review of the area with the cities of Hilliard and Dublin that may result in revisions to the adopted Interim Hayden Run Corridor Plan. The parties also understand that the Mid-Ohio Regional Planning Commission prepared a Northwest Traffic Study in December 2003 calling for the extension of various roadways in the area. Huntington understands that the Interim Hayden Run Corridor Plan, as it currently exists or may be modified, and, in particular, the Northwest Traffic Study will be elements used by the City in determining the appropriate zoning, the location of uses, as well as the completion and extension of roadways. Consistent with the new Northwest Pay As We Grow financing plan, Huntington agrees that its Property will bear its fair share of the facilities, roadways, and community needs that are agreed upon by the City and Huntington. The City and Huntington agree that the Property will be treated the same or substantially similar to those properties north of Hayden Run Road and west of Cosgray Road.

7. Miscellaneous.

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

(B) Entire Agreement. This Agreement between the parties contains the entire agreement that goes between the parties with respect to the subject matter and may not be modified except by a written document signed by the parties.

(C) Severability. If for any reason one or more articles, sections, sentences, clauses or parts 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 portions of this Agreement, but shall be confined in its operation to the specific articles, sections, sentences, clauses or parts 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.

(D) Notices. Any notices necessary under the terms of the Agreement shall be in writing and given to legal counsel for the parties addressed to _____ for the City and Ben W. Hale, Jr. Smith and Hale 37 W. Broad St. Columbus, Ohio 43215 for Huntington.

(E) Assessment Limitation. Except as otherwise provided hereunder, Huntington, its successors, assigns or transferees shall not be assessed any additional money for publicly owned infrastructure nor obligated to donate further real estate or funds except as may be provided for in the Ordinances generally applicable to all properties within the City of Columbus.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by the duly authorized representatives this 1st day of December, 2004.

CITY OF COLUMBUS, OHIO

HUNTINGTON TOWER
ASSOCIATES, LLC

By: _____

By: _____

Paul S. Coppel
Managing Member

Printed Name

Title

APPROVED AS TO FORM:

City Attorney