

ANNEXATION AGREEMENT

This Annexation Agreement (the "Agreement") is entered into by and between the City of Columbus, an Ohio chartered municipal corporation (hereinafter "City") and Dominion Homes, Inc., an Ohio corporation (hereinafter "Dominion").

WHEREAS, Dominion is in contract to purchase approximately 320 +/- acres of land located essentially west of Cosgray Road and north of Hayden Run Road in Brown and Washington Townships; and

WHEREAS, Dominion intends to develop this property for residential and associated uses; and

WHEREAS, the property is contiguous with the City and is located in what has been called the Hayden Run Corridor for the City; and

WHEREAS, the City can provide municipal services to the area upon its annexation and the City and Dominion can mutually receive benefits through the annexation of the property to the City; and

WHEREAS, Dominion prepared and filed an Expedited Type 1 Annexation with the Franklin County Board of County Commissioners on February 24, 2005; and

WHEREAS, Washington Township and Brown Township, together with the City, signed a Pre-Annexation Agreement that was duly accepted by resolution of the townships and by ordinance of the City; and

WHEREAS, the Franklin County Board of County Commissioners approved the annexation; and

WHEREAS, the annexation of 320 +/- acres of land to the City is currently pending with the City for acceptance.

NOW, THEREFORE, the City and Dominion in order to gain mutual benefits agree as follows:

1. Water and Sewer. The City agrees that it can and will supply water and sewer to the annexation site and has the capacity necessary to do so. Should any easements off-site of the annexation area be necessary in order to extend water and sewer from their current termini in the City of Columbus to the site and should Dominion be unable to obtain such easements, the City of Columbus will cooperate with Dominion to obtain the necessary right-of-way or easements at Dominion's expense. Water and sewer lines will be extended to the area sought to be annexed 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.

2. Zoning. The City agrees that upon the approval of the Annexation Petition by the Franklin County Board of County Commissioners to allow Dominion to file with the City an application to rezone the annexed property. It is understood that no particular zoning category is promised by the City.

3. Storm Water and Storm Water Management. The City agrees to work with Dominion and/or the Owners regarding storm water drainage easements and will cooperate with Dominion in obtaining at Dominion's expense any off-site storm water access necessary to properly manage storm water on or from the site.

4. Developer Contributions and Charges. The parties hereto understand that the "Interim Hayden Run Corridor Plan" calls for a proposed mixed use traditional neighborhood within the annexation site that includes a substantial neighborhood park at the headwaters of Hayden Run stream and a multi-purpose trail along Hayden Run stream and alongside one side of Houchard Road which will ultimately link the Headwaters Park with the existing Heritage Park. The parties also understand that the City of Columbus has engaged in a multi-jurisdictional planning review of the area with the City of Hilliard and the City of 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 (MORPC) prepared a Northwest Traffic Study in December 2003 calling for the extension of various roadways in the area. Dominion 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 of Columbus 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, Dominion agrees that properties it controls in the annexation area will bear a fair share on an aggregate basis of the facilities, roadways, and community needs that are agreed upon by the City of Columbus and Dominion.

5. 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 City of Columbus _____, Dominion Homes, Attention: Thomas L. Hart, Esq., 5000 Tuttle Crossing Boulevard, Dublin, Ohio 43017.

(E) Assessment Limitation. Except as otherwise provided hereunder, Dominion Homes, 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 ____ day of _____, 2005.

CITY OF COLUMBUS, OHIO

DOMINION HOMES, INC.

By:_____

By:_____

Printed Name

Printed Name

Title

Title

APPROVED AS TO FORM:

City Attorney