

**SECOND AMENDMENT
TO
ANNEXATION AGREEMENT
BETWEEN THE CITY OF COLUMBUS
AND
BLENDON TOWNSHIP**

This second amendment ("Amendment") is entered into on _____ (the "Effective Date") by and between the City of Columbus, Ohio, through its Department of Development ("Columbus"), and the Board of Trustees of Blendon Township, Franklin County, Ohio, the legislative authority of and for Blendon Township ("Blendon" and, collectively with Columbus, the "Parties" and each a "Party"), pursuant to the provisions of Ohio Revised Code Section 709.192.

WHEREAS, Columbus and Blendon are contiguous political subdivisions located entirely within the State of Ohio, the boundaries of which overlap in some areas; and

WHEREAS, Columbus and Blendon executed an annexation agreement pursuant to the provisions of Ohio Revised Code Section 709.192 on June 22, 2021 ("Annexation Agreement") and subsequently amended the Annexation Agreement on August 31, 2022 ("First Amendment") to memorialize, among other things, their agreement related to boundary conformance of territories annexed from Blendon to Columbus; and

WHEREAS, it is necessary to amend the Annexation Agreement to address parcels owned by utilities that require boundary conformance; and

WHEREAS, this Amendment is authorized under Section 709.192 of the Ohio Revised Code and other applicable laws and has been approved by the Board of Trustees of Blendon Township by Resolution Number _____ adopted on _____ and by the City Council of the City of Columbus by Ordinance Number ____-2023 adopted on _____.

NOW, THEREFORE, in consideration of the mutual promises contained herein, Columbus and Blendon agree as follows:

1. The Annexation Agreement is amended to add the following:

Blendon and Columbus acknowledge that Columbus may, upon identification of existing or newly created utility parcels that are overlapping the two jurisdictions, conform said parcels to Columbus and exclude said parcels from Blendon. For purposes of this provision, a utility parcel is defined as a parcel owned by a utility (including a municipal utility) that does not have a corresponding geographic location. Columbus shall not be required to make any payments of any kind to Blendon and specifically shall not be

required to make any compensation payments as set forth in Section 709.19 of the Ohio Revised Code.

Blendon and Columbus acknowledge the identification of parcel 410-999920 as a utility parcel overlapping the two jurisdictions and, without limiting the foregoing, agree is that this Annexation Agreement shall apply to this parcel, which shall be conformed to Columbus and excluded from Blendon in accordance with the terms of this Annexation Agreement. As existing or newly created utility parcels are identified from time to time, they may be conformed to Columbus and excluded from Blendon upon identification and without future amendment to this Annexation Agreement.

- 2. It is understood and agreed by and between Columbus and Blendon that the terms and conditions of the original Annexation Agreement and First Amendment shall remain binding and in full force and effect.

IN TESTIMONY WHEREOF, the Parties have caused multiple counterparts hereof to be duly executed on or as of the Effective Date of this Agreement.

BLENDON TOWNSHIP

CITY OF COLUMBUS

By: _____
Jan Heichel, Chair
Board of Trustees

By: _____
Michael H. Stevens, Director
Department of Development

By: _____
Cathy Shinaberry Trustee

APPROVED AS TO FORM:

By _____
James Welch, Trustee

City Attorney, City of Columbus