

PRE-ANNEXATION AGREEMENT

This Agreement is made and entered into on this _____ day of _____, 200__, by and between the CITY OF COLUMBUS, a municipal corporation ("City") and Kenneth J. Mathews ("Owner(s)").

WHEREAS, Owner holds legal interest in certain real property consisting of approximately 4.846 acres of land, located in the County of Franklin, State of Ohio, for which the real property is more particularly described in Exhibit A ("Property"); and

WHEREAS, the Property is located within the Big Darby Watershed and within the boundaries of the Big Darby Plan; and

WHEREAS, the Big Darby Accord Watershed Master Plan ("Plan"), adopted by Columbus City Council on July 31, 2006 in Ordinance No. 1330-2006, contains a general land use map, plan recommendations and other provisions designed to balance development and conservation objectives and underscore the primary goal of safeguarding the Big Darby for future generations; and

WHEREAS, in the ordinance adopting the Plan, Ordinance No. 1330-2006, all departments and divisions of the City administration were authorized and directed to use the Plan in initiating or reviewing proposed projects in the subject area and to require that such proposals generally conform to said plan provisions; and

WHEREAS, the Owner intends to petition for annexation of the Property to the City; and

WHEREAS, in anticipation that said annexation will be approved by the necessary legislative authorities, the City and the Owner desire to enter into this agreement prior to annexation to acknowledge and affirm their mutual commitment to comply with the Plan upon annexation of the Property to the City; and

WHEREAS, in Ordinance No. 0146-2007 the Columbus City Council authorized the Director of the Department of Development to enter into this agreement on behalf of the City; and

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

1. The Owner agrees that it has or will file a petition for annexation of the Property ("Exhibit A," attached hereto and incorporated herein by reference) to the City in compliance with all requirements of the annexation process

established by Ohio Revised Code §709.023 (“Expedited 2”). Any and all expenses, costs or fees associated with the filing of said petition shall be borne by the Owner, including but not limited to attorneys’ fees, engineering or surveyor fees, filing fees and any other miscellaneous expenses, costs or fees associated with the filing. In no event shall the City be responsible for any expenses, costs or fees associated with the filing of the annexation petition.

2. The City agrees that it will not oppose the annexation petition of the Owner and that it will exercise best efforts to facilitate the processing of the petition through the prompt performance of all duties and obligations imposed upon the City by the Ohio Revised Code.

3. The City agrees that, upon annexation, it will provide all municipal services to the Property in accordance with the required statement of municipal services ordinance regarding the Property as passed by City Council.

4. The Owner agrees that, upon annexation, any use or development of the Property shall be in conformance with the provisions of the Big Darby Accord Watershed Master Plan, as adopted by the City, and that any proposed use or development of the Property shall be subject to review by the City to ensure that the proposed use or development generally conforms to the Plan’s provisions, to be determined as part of the city’s development process.

5. Amendments/Revisions. This Annexation may only be amended, revised, or altered pursuant to an Amendment in writing, executed by the Parties.

6. Benefits. This Agreement shall inure to the benefit of and shall be binding upon the Parties and their respective successors and assigns, subject however, to the specific provisions hereof. This Agreement shall not inure to the benefit of anyone other than as provided in the immediately preceding sentence. This Agreement is not intended to and does not create rights or benefits of any kind for any persons or entities that are not a Party to this Agreement.

7. Severability. In the event that any section or provision of this Agreement or the Plan, or any covenant, agreement, obligation or action, or part thereof, made, assumed, entered into or taken, or any application thereof, is held to be illegal or invalid for any reason, that illegality or invalidity shall not affect the remainder hereof or thereof, any other section or provision hereof, or any other covenant, agreement, obligation or action, or part thereof, made assumed, entered into or taken, all of which shall be construed and

enforced as if the illegal or invalid portion were not contained herein or therein.

8. Jurisdiction and Venue. The interpretation, validity and enforcement of the Agreement shall be governed by and construed under the laws of the State of Ohio. Any suit, claim or legal proceeding of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in Franklin County.

9. Entire Agreement. This Agreement is executed in two (2) duplicate originals, each of which is deemed to be an original. This Agreement consists of _____ pages and Exhibit A, which constitute the entire understanding and agreement of the Parties.

10. Signatures. The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the City and the Owner. This Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns.

11. Counterparts. This Agreement may be executed in one or more counterparts or duplicate signature pages with the same force and effect as if all required signatures were contained in a single original instrument. Any one or more of such counterparts or duplicate signature pages may be removed from any one or more original copies of this Agreement and annexed to other counterparts or duplicate signature pages to form a completely executed original instrument.

IN WITNESS WHEREOF, the City and Owner have executed this Agreement as of the date first set forth above.

CITY OF COLUMBUS:

By: _____ Date: _____
Mark Barbash
Director, Department of Development

Approved as to form:

_____ Date: _____
City Attorney

Kenneth J. Mathews

By: _____ Date: _____

EXHIBIT A

**LEGAL DESCRIPTION
ANNEXATION AN06-002
4.846 Acres in Prairie Township
Kenneth J. Matthews**

Situated in the State of Ohio, County of Franklin, Township of Prairie and within Survey Number 6636 and 7326 of the Virginia Military Survey District, being all of that 2.399 acre tract described in a deed to KENNETH J. MATTHEWS of record in Instrument Number 2005 08050158136 and all of that portion of the right of way of Feder Road in the name of COUNTY OF FRANKLIN, OHIO of record in Deed Book 3348, Page 380, Deed Book 3348, Page 388, Deed Book 3348, Page 390, Deed Book 3351, Page 390, Deed Book 3351, Page 394, Deed Book 3353, Page 336, Deed Book 3353, Page 341, Deed Book 3353, Page 343, and Deed Book 3362, Page 566, and being further described as follows:

Beginning for Reference at a point of intersection of Feder Road with Oxfordshire Drive as shown on the plat Wexford Green, Section 2, Part 1, a subdivision of record in Plat Book 79, Page 25; thence South 86 degrees 49 minutes 39 seconds East along the centerline of Feder Road, a distance of 74.31 feet to a point in the westerly line of the existing Corporation Line between the City of Columbus and Prairie Township, of record in Official Records Volume 19898 Page A01 (Ordinance No. 1164-92), being the True Point of Beginning;

thence along said existing Corporation Line between the City of Columbus and Prairie Township, the following five (5) courses and distances:

- (1) North 03 degrees 10 minutes 21 seconds East, a distance of 40.00 feet to a point;
- (2) North 86 degrees 49 minutes 39 seconds West along the southerly line of said 2.399 acre tract, a distance of 39.31 feet to a point;
- (3) North 04 degrees 07 minutes 40 seconds East along the westerly line of said 2.399 acre tract, a distance of 241.00 feet to a point;
- (4) North 30 degrees 17 minutes 00 seconds East continuing along said 2.399 acre tract, a distance of 96.61 feet to a point;
- (5) South 86 degrees 50 minutes 18 seconds East, continuing along said 2.399 acre tract, a distance of 282.71 feet to a point in the westerly line of the existing Corporation Line between the City of Columbus and Prairie Township, of record in Official Records Volume 19898 Page C02 (Ordinance No. 1166-92);

thence South 04 degrees 09 minutes 41 seconds West along said existing Corporation Line between the City of Columbus and Prairie Township, the easterly line of said 2.399 acre tract, leaving said existing corporation line at a distance of 77.96 feet and continuing along said easterly line of said 2.399 acre tract, a total distance of 327.07 feet to a point in the northerly line of said Feder Road;

thence South 86 degrees 49 minutes 39 seconds East along the northerly line of said Feder Road, a distance of 827.87 feet to a point;

thence South 88 degrees 28 minutes 50 seconds East along the northerly line of said Feder Road, a distance of 213.15 feet to a point in the westerly line of the existing Corporation Line between the City of Columbus and Prairie Township, of record in Deed Book 167, Page 234 (Ordinance No. 1696-76);

thence South 06 degrees 09 minutes 47 seconds West along the westerly line of the existing Corporation Line between the City of Columbus and Prairie Township, a distance of 86.25 feet to a point in the southerly line of said Feder Road, in the northerly line of Lot 28, Chesapeake Farms, Section 1, a subdivision of record in Plat Book 78, Page 69;

thence North 86 degrees 49 minutes 39 seconds West along the southerly line of Feder Road, a distance of 1322.22 feet to a point in the existing Corporation Line between the City of Columbus and Prairie Township (by Ordinance No. 830-79);

thence North 03 degrees 10 minutes 21 seconds East along the existing Corporation Line between the City of Columbus and Prairie Township, a distance of 40.00 feet to the Point of Beginning containing 4.846 acres, more or less, of which the right-of-way of Feder Road contains 2.447 acres, more or less.

The above described area contains 4.846 acres, more or less, of which 4.474 acres is within VMS 6636 and 0.372 acre is within VMS No. 7326.

MAP ANNEXATION AN06-002 4.846 Acres in Prairie Township Kenneth J. Matthews



