

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 CAROLYN C. HALL ET. AL. ("Owner(s)"), with the City and the Owner collectively hereinafter referred to as "the Parties."

WHEREAS, Owner holds legal interest in certain real property consisting of approximately 5.094 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 Owner has or intends to petition for annexation of the Property to the City; and

WHEREAS, the City is able to provide municipal services to the area upon annexation; and

WHEREAS, Owner intends to develop the Property for residential and associated uses; and

WHEREAS, the Property is located within the boundaries of an area designated by the City as a "Pay As We Grow" area; and

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

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

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 of the Property and as a result of it being located in a "Pay As We Grow" area, there are financial obligations that will be incurred by the Owner in order to defray costs associated with the infrastructure and services provided by the City for development of the Property. The Owner agrees that upon initiating development or redevelopment of the Property, fair share "Pay As We Grow" payments must be made to the City, which payments may consist of roadway improvements and dedications, contributions of land for use as parkland, a school site, or other public purpose, infrastructure improvements, cash payments at the time of permit issuance or construction, other comparable items, or some combination thereof. The exact form and amount of the payments will be determined prior to the time of development by agreement between the City and the Owner. The City agrees that as long as the Property is not developed, the Owner shall not be responsible for any "Pay As We Grow" payments; however, initiation of any development of the Property will trigger the associated "Pay As We Grow" payments obligation to the City by the Owner. The Owner agrees that no rezonings or other land use applications will be acted upon by the City nor will any permits be issued by the City to allow development of the Property without an agreement being reached on the appropriate "Pay As We Grow" payments.

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. Recordation. This Agreement inuring to the benefit of, and being binding upon, successors and assigns, the Owner shall record this Agreement with the Franklin County Recorder's Office within sixty (60) days of its execution by the Parties to ensure that any future purchaser is on notice as to the potential costs associated with the development of the Property. This recordation shall be at the Owner's expense. Should Owner fail to record this Agreement within such time, Owner agrees that the City shall be authorized to record this Agreement as Owner's representative for the purpose of binding Owner, and his/their administrators, executors, heirs, successors and assigns and the subject property to the "Pay As We Grow" payment obligations.

8. Severability. In the event that any section or provision of this Agreement, 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.

9. 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.

10. 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.

11. 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.

12. 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 of duplicate signature pages may be removed from any one or more original copies of this Agreement and annexed to other counterparts of 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: _____
Boyce Safford III
Director, Department of Development

Approved as to form:

City Attorney Date: _____

[OWNER] _____:

By: _____ Date: _____

Its: _____