

ANNEXATION AGREEMENT

This is an Annexation Agreement (the “Agreement”) entered into on or as of June 1, 2011 (the “Effective Date”) by and between the Council of the City of Columbus, Ohio, the legislative authority of and for the City of Columbus (“Columbus”) and the Board of Trustees of Norwich Township, Franklin County, Ohio, the legislative authority of and for Norwich Township (“Norwich” and, collectively with Columbus, the “Parties” and each a “Party”), pursuant to the provisions of Ohio Revised Code Section 709.192.

WHEREAS, Columbus and Norwich are political subdivisions located entirely within the State of Ohio, with Columbus and Norwich being contiguous and, in some cases, having overlapping boundaries within areas located within Franklin County, Ohio; and

WHEREAS, prior to the enactment of Ohio’s new annexation law (as codified by the 124th General Assembly in Amended Substitute Senate Bill Number 5 in 2001), Columbus would routinely conform the boundaries of property annexed from Norwich Township to the City of Columbus under Section 503.07 of the Ohio Revised Code; and

WHEREAS, following the passage of Senate Bill 5, the conformance of boundaries under Section 503.07 of the Ohio Revised Code became somewhat problematic in the absence of an agreement between the affected municipality and township; and

WHEREAS, in 2003, the annexation of certain property from Norwich to Columbus under “Expedited Procedure 2” as codified in Sections 709.021 and 709.023 of the Revised Code was authorized by Columbus City Council Ordinance Number 0628-2003. This certain property subsequently was and is being developed as a condominium community generally known as Haydens Reserve, with this newly annexed property being generally located immediately south of Hayden Run Road, east of Leppert Road, west of Avery road and north of Davidson Road, and being further described and shown on Attachment A attached hereto and incorporated herein (the “Annexed Property”); and

WHEREAS, Columbus has not conformed the boundaries of the Annexed Property under and pursuant to Section 503.07 of the Ohio Revised Code in order to exclude Norwich Township from such area(s) due to changes in Ohio’s annexation laws brought about as a result of the passage of Senate Bill 5 (with the Annexed Property currently being categorized as Taxing District 450); and

WHEREAS, if Columbus was able to conform the boundaries of the Annexed Property under Section 503.07 of the Ohio Revised Code, real estate taxes in this area would be reduced by approximately 13%, with no change in the current levels of fire and emergency medical services; and

WHEREAS, Columbus and Norwich are desirous of having Columbus conform the boundaries of the Annexed Property in order to exclude Norwich from such area; and

WHEREAS, Columbus and Norwich have determined that it is in the best interest of their respective residents, citizens and taxpayers to enter into this Agreement upon the terms hereinafter set forth; and

WHEREAS, this Agreement 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 Norwich Township by Resolution Number _____ adopted on _____, 2011 and by the City Council of the City of Columbus by Ordinance Number 0766-2011 adopted on May 23, 2011.

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

1. This Agreement is entered into pursuant to the provisions of Ohio Revised Code Section 709.192 to permit and require Columbus to conform the boundaries of the Annexed Property pursuant to Section 503.07 of the Ohio Revised Code. Norwich hereby specifically consents to, agrees with, and does not oppose the boundary conformance of the Annexed Property, provided such conformance complies with the terms of this Agreement.
2. Within four (4) months following the Effective Date of this Agreement, Columbus shall conform the boundaries of the Annexed Property under and pursuant to Section 503.07 of the Ohio Revised Code in order to exclude Norwich Township from such area(s). Upon the exclusion of Norwich Township from the Annexed Property, Columbus shall not be required to make any compensation payments to Norwich with respect to such area as set forth in Section 709.19 of the Ohio Revised Code, as said Section exists on the Effective Date of this Agreement.
3. This Annexation Agreement may only be amended, revised or altered pursuant to an amendment in writing, executed by the Parties, and properly promulgated and approved in accordance with their respective legislative authorities.
4. The Parties agree to cooperate with one another and to use their best efforts in the implementation of this Agreement and to sign or cause to be signed, in a timely fashion, all other necessary instruments, legislation, petitions and similar documents, and to take such other actions as are necessary to effectuate the purposes of this Agreement.
5. This Agreement shall inure to the benefit of and shall be binding upon the Parties and their respective successors; 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.
6. 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.

7. This Agreement shall be governed exclusively by and construed in accordance with the laws of the State of Ohio, and in particular, Ohio Revised Code Section 709.192 in effect as of the date of execution of this Agreement by the Parties. In the event that any provision of Ohio Revised Code Section 709.192 is amended or is supplemented by the enactment of one or more new sections of the Revised Code relating to Annexation Agreements, the Parties shall follow the provisions of Ohio Revised Code Section 709.192 existing on the date of execution of this Agreement, unless the Parties agree to amend this Agreement in accordance with Section 3 of this Agreement.
8. If any term or provision of this Agreement is held to be invalid, such invalidity shall not affect other terms, conditions, or provisions that can be given effect without the invalid term, condition, or provision and, to this end, the terms and provisions of this Agreement are declared severable; provided, however, that in the event of invalidation of any portion of this Agreement, a Party shall, upon the written request of the other Party, meet within thirty (30) days after receipt of such request, and modify the invalidated provision(s) in such a manner so as to accomplish the purpose and intent of this Agreement, with time being of the essence.
9. The Agreement shall not apply to any other property or area other than to the Annexed Property described and shown in Attachment A, the annexation of which was authorized by Columbus City Council Ordinance Number 0628-2003.
10. The Parties agree that no financial obligations are incurred by either Party under this Agreement.

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

NORWICH

By _____
Charles Buck, Trustee

By _____
Mike Cope, Trustee

By _____
Larry Earman, Trustee

COLUMBUS

By _____
Boyce Safford, III,
Director of Development

APPROVED AS TO FORM:

City Attorney, City of Columbus

