

## ANNEXATION AGREEMENT

This Annexation Agreement (the “Agreement”) is entered into on \_\_\_\_\_ (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 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, Ohio Revised Code Section 709.19 requires payment by a municipal corporation to a township upon the annexation of property from the municipal corporation to the township if the property is excluded from the township under Ohio Revised Code Section 503.07, unless the municipality and township have entered into an annexation agreement pursuant to Ohio Revised Code Section 709.192 that makes alternate provisions regarding payments; and

WHEREAS, the Parties recognize the benefits in conforming the boundaries of property annexed from Blendon to Columbus in accordance with the provisions of this Agreement; and

WHEREAS, prior to the Effective Date of this Agreement certain property within Blendon Township has been annexed to the City of Columbus, and Columbus has not conformed its boundaries under and pursuant to Section 503.07; and

WHEREAS, future annexations may occur whereby property within Blendon will be annexed to Columbus; and

WHEREAS, there are currently two pending annexation petitions for properties within Blendon seeking to annex to Columbus; and

WHEREAS, Columbus and Blendon are desirous of having Columbus conform the boundaries of all properties annexed from Blendon to Columbus, which includes properties that have been annexed to Columbus prior to the Effective Date, those properties currently located within the unincorporated area of Blendon that may be annexed to Columbus in the future, and the properties that are the subject of two currently pending petitions seeking annexation from Blendon to Columbus; 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 Blendon Township by Resolution Number \_\_\_\_\_ adopted on \_\_\_\_\_, 2021 and by the City Council of the City of Columbus by Ordinance Number 1433-2021 adopted on June 14, 2021.

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

1. This Agreement is entered into pursuant to the provisions of Ohio Revised Code Section 709.192 to permit the annexation of property located within the unincorporated area of Blendon Township to the City of Columbus pursuant to the provisions of Ohio Revised Code Sections 709.021 and 709.022. Blendon hereby specifically consents to, agrees with, and does not oppose the annexation of any such property, provided such annexation complies with the terms of this Agreement.
2. From and after the Effective Date of this Agreement, except as provided herein, annexations of property from Blendon to Columbus shall only be accepted by Columbus if the annexation petition is filed pursuant to, complies with and is processed and approved under the provisions contained in Sections 709.021 and 709.022 of the Ohio Revised Code, collectively referred to as "Expedited Procedure No. 1," as such provisions exist on the Effective Date of this Agreement. It is the intention and agreement of the Parties to require that any petition seeking to annex property from Blendon to Columbus be filed pursuant to, comply with and be processed and approved under the provisions of "Expedited Procedure No. 1," and to prohibit Columbus from accepting an annexation petition that fails to comply with this requirement. Notwithstanding the foregoing, Columbus may accept the two currently pending annexation petitions identified and described on the annexation plats attached as Exhibit A, which is incorporated herein by reference. If the provisions of Expedited Procedure No. 1 are subsequently repealed or are modified in such a way as to adversely impact the purpose and intent of this Agreement, the Parties shall, upon the written request of a Party, meet within thirty (30) days after receipt of such request and revise the affected portion(s) of this Agreement in such a manner so as to accomplish the purpose and intent of this Agreement, with time being of the essence. Until the affected portion(s) of the Agreement is so revised, Columbus shall refrain from accepting any annexation petition in accordance with the provisions of Section 4, hereof. The purpose and intent of this Agreement is to require that an annexation petition be signed by all owners of real estate within the area proposed to be annexed, and that Columbus timely conform the boundaries of properties annexed to the City of Columbus in order to exclude Blendon Township from such area(s).
3. If an annexation petition is filed and processed seeking to annex to Columbus any real estate located within Blendon Township that does not comply with the terms of this Agreement, Columbus shall take no action that would, directly or indirectly, contribute to the success of such petition. This obligation shall include, but not be limited to, refusing to furnish any City services to the area proposed to be annexed and refusing to accept any such annexation. Blendon agrees not to oppose, directly or indirectly, any

annexation petition(s) seeking to annex to Columbus any property located within Blendon that complies with the provisions of this Agreement. Notwithstanding the foregoing obligation, the Parties agree that Columbus may take any action in response to an annexation petition that is required by law.

4. Columbus shall conform the boundaries of all properties that have previously been or may be annexed to the Columbus from Blendon that have not yet been conformed pursuant to Section 503.07 of the Ohio Revised Code in order to exclude Blendon from such area(s). Columbus shall also conform the boundaries of all properties that are the subject of the currently pending annexation petitions and are identified and described in Exhibit A. This provision specifically includes, and requires Columbus to conform the boundaries of, all annexed territories that have been annexed from Blendon to Columbus prior to the Effective Date of this Agreement. For any land within Blendon that has been annexed to Columbus prior to the Effective Date, Columbus shall submit boundary conformance petition(s) to Franklin County within four (4) months following the Effective Date of the Agreement. In all other cases, Columbus shall submit boundary conformance petition(s) to Franklin County within six (6) months following Columbus's acceptance of the annexation petition. Upon the exclusion of Blendon from any such area, 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.
5. In the event the Parties have a dispute related to this Agreement, the Parties agree to use their best efforts to resolve the dispute through a mutually acceptable mediation process prior to any Party filing a lawsuit in connection with such dispute. Each Party participating in mediation shall pay its own costs, including its proportionate share of the compensation and administrative expenses required by the mediator. If a mediator has not been selected by the Parties within sixty (60) days after one of the Parties has requested that a dispute arising under this Agreement be mediated, then any of the Parties may commence a lawsuit or commence such other method of pursuing such remedies as may be available to any of the Parties.
6. A failure to comply with the terms of this Agreement shall constitute a default hereunder. A Party in default shall have ninety (90) days after receiving written notice from the other Party of the event of default to cure the default. If the default is not cured within such time period, the defaulting Party is in breach of this Agreement and a non-defaulting Party may pursue such remedies as may be available at law or in equity, including those provided in Section 709.192 of the Ohio Revised Code.

7. 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.
8. In the event that this Agreement, or any of its terms, conditions or provisions, is challenged by any third party in a court of law, the Parties agree to cooperate with one another and to use their best efforts in defending this Agreement with the object of upholding this Agreement. Each Party shall bear its own costs in any such proceeding challenging this Agreement or any term or provisions thereof.
9. 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.
10. 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.
11. In the event that any term or provision of this Agreement, or any application thereof, is held to be illegal or invalid for any reason, that illegality or invalidity shall not affect other terms, provisions, or applications that can be given effect without the illegal or invalid portion; to this end the terms and provisions of this Agreement are declared severable. 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.
12. All notices, demands, requests, consents or approvals given, required or permitted to be given hereunder shall be in writing and shall be deemed sufficiently given if actually received or if hand-delivered or sent by recognized, overnight delivery service or by certified mail, postage prepaid and return receipt requested, addressed to the other Party at the address set forth in this Agreement or any addendum to or counterpart of this Agreement, or to such other address as the recipient shall have previously notified the sender of in writing, and shall be deemed received upon actual receipt, unless sent by certified mail, in which event such notice shall be deemed to have been received when the return receipt is signed or refused. For purposes of this Agreement, notices shall be addressed to:

a. Blendon at:

Blendon Township Board of Trustees  
6350 S. Hempstead Road  
Westerville, OH 43081  
Attention: Township Administrator

With a copy simultaneously sent or delivered to:

Township Legal Counsel name/address

b. Columbus at:

The City of Columbus  
Department of Development  
111 North Front Street  
Columbus, Ohio 43215  
Attention: Director of Development

With a copy simultaneously sent or delivered to:

Columbus City Attorney  
Attn: Chief Counsel  
77 North Front Street  
Columbus, Ohio 43215

The Parties, by notice given hereunder, may designate any further or different addresses to which subsequent notices, consents, demands, requests or other communications shall be sent.

13. The initial term of this Agreement (the “Initial Term”) shall be for a period of ten (10) years, commencing on the Effective Date and shall, upon timely prior written notice, terminate at midnight, \_\_\_\_\_, 2031. Unless all legislative authorities of the Parties affirmatively act to terminate this Agreement within one (1) year prior to the expiration of the Initial Term or any subsequent five year term provided for in this Section, this Agreement shall automatically be renewed for an additional period of five (5) years, and this Agreement shall continue to be automatically renewed thereafter for similar five (5) year periods at the end of each renewal period with no limit upon the number of such renewals. The “Term” of this Agreement shall include the Initial Term and any extensions thereof pursuant to this Section.

14. 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.
  
15. 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 9 of this Agreement.
  
16. The Parties agree that any financial obligation under this Agreement is subject to the appropriation and authorization of the expenditure by the Columbus City Council and the Blendon Township Trustees as may be necessary. These obligations are further subject to the certification of funds for such purpose by the Columbus City Auditor and the Township Fiscal Officer.

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**

**COLUMBUS**

By \_\_\_\_\_  
 Stewart Flaherty, Chair  
 Board of Trustees

By \_\_\_\_\_  
 Michael H. Stevens, Director  
 Department of Development

By \_\_\_\_\_  
 Jan Heichel, Trustee

**APPROVED AS TO FORM:**

By \_\_\_\_\_  
 James Welch, Trustee

\_\_\_\_\_  
 City Attorney, City of Columbus