

Review of Petition to Annex 14.7+/- acres from Washington Township to the city of Columbus by Laura MacGregor Comek, Esq. Case #ANX-EXP1-03-14 (Economic Development & Planning)

WHEREAS, an Expedited Type 1 annexation petition was filed by Laura MacGregor Comek, Esq., on behalf of Tim A. White, with the Franklin County Economic Development and Planning Department on January 28, 2014, and

WHEREAS, the petitioner requests that the Commissioners of Franklin County, State of Ohio, proceed in accordance with Section 709.022 of the Revised Code in granting the petition, and having considered all the facts and references thereto, being fully advised, and

WHEREAS, the Commissioners make the following findings based upon the exhibits and testimony presented at the review of this matter:

1. The petition has met all the requirements set forth in, and was filed in the manner provided in, section 709.022 of the Revised Code.
2. The persons who signed the petition are owners of the real estate located in the territory proposed for annexation and constitute all of the owners of real estate in that territory.
3. The territory proposed for annexation has an accurate legal description and map of the area to be annexed.
4. The township and the municipal corporation to which annexation is proposed have agreed to an Annexation Agreement passed by Washington Township and the city of Columbus on June 1, 2011.

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF FRANKLIN COUNTY, OHIO:

That, in accordance with the findings made in the preamble, which are incorporated herein, the prayer of the Petition be *approved*, and the territory sought to be annexed by the petition filed herein *shall* be annexed to the city of Columbus, Ohio, in accordance with the law; that the orders and proceedings of this board relating to the Petition, and map and description attached thereto, and all papers on file relating to this matter be delivered forthwith to the Clerk of Council, city of Columbus, Ohio.

Resolution No. 0109-14

February 11, 2014

Review of Petition to Annex 14.7+/- acres from Washington Township to the city of Columbus by Laura MacGregor Comek, Esq. Case #ANX-EXP1-03-14 (Economic Development & Planning)

Prepared by: D. Anthony Hray

C: Economic Development & Planning Department

SIGNATURE PAGE FOLLOWS

SIGNATURE SHEET

Resolution No. 0109-14

February 11, 2014

REVIEW OF PETITION TO ANNEX 14.7+/- ACRES FROM WASHINGTON TOWNSHIP TO THE CITY OF COLUMBUS BY LAURA MACGREGOR COMEK, ESQ. CASE #ANX-EXP1-03-14

(Economic Development and Planning)

Upon the motion of Commissioner Paula Brooks, seconded by Commissioner John O'Grady:

Voting:

Marilyn Brown, President	Aye
Paula Brooks	Aye
John O'Grady	Aye

Board of County Commissioners
Franklin County, Ohio

CERTIFICATE OF CLERK

IT IS HEREBY CERTIFIED that the foregoing is a true and correct transcript of a resolution acted upon by the Board of County Commissioners, Franklin County, Ohio on the date noted above.



Shannon Z Cross, Clerk
Board of County Commissioners
Franklin County, Ohio



Commissioner Marilyn Brown · Commissioner Paula Brooks · Commissioner John O'Grady
President

Economic Development & Planning Department
James Schimmer, Director

RESOLUTION SUMMARY

REVIEW OF PETITION TO ANNEX
14.7 +/- ACRES FROM
WASHINGTON TOWNSHIP
TO THE CITY OF COLUMBUS
BY LAURA MACGREGOR COMEK, ESQ.

Description:

Attached is a resolution to consider the annexation of 14.7-acres, more or less, from Washington Township to the city of Columbus. The petition case number is ANX-EXP1-03-14.

Applicant:

Tim A. White

Attorney:

Laura MacGregor Comek, Esq.

Site:

5700 & 5730 Hayden Run Road (Parcel #272-000064 and #272-000444)

Additional Information:

The site is contiguous to the city of Columbus on one side. The proposal does not include the right-of-way of Hayden Run Road.

Analysis:

The applicant *has* met all statutory requirements outlined in Section 709.022 of the Ohio Revised Code. The applicant *has* provided a certified copy of the Annexation Agreement between Washington Township and the city of Columbus.

Recommendation:

Pending any questions, staff would request your **approval** of this annexation.

Application for
**Annexation
Petition**

Expedited Type 1
Consent of all parties

Commissioners
Marilyn Brown, President
Paula Brooks
John O'Grady

Economic Development & Planning Department
James Schimmer, Director

RECEIVED
JAN 28 2014

Property Information	
Site Address <i>5700 & 5730 Hayden Run Rd.</i>	
Parcel ID(s) <i>272-000064 & 000444</i>	Total Acreage <i>14.7+- ac.</i>
From Township <i>Washington Twp</i>	To Municipality <i>Columbus</i>

Staff Use Only
Case #
<i>ANX-EXP1 03-14</i>
Journal date (next regular session): <i>2/11/14</i>
Date filed: <i>1/28/14</i>
Fee paid: <i>250.00</i>
Receipt #: <i>1927</i>
<ul style="list-style-type: none"> • Notifications not required • Service Ord. not required • Public hearing not required

Property Owner Information	
Name <i>Tim A. White</i>	
Address <i>5700 Hayden Run Rd. Hilliard, Oh 43026</i>	
Phone # <i>614 229 4557</i>	Fax # <i>614 229 4559</i>
Email <i>laura@cbjlawyers.com</i>	

Document Submission
The following documents must accompany this application on letter-sized 8 1/2" x 11" paper:
<input checked="" type="checkbox"/> Legal description of property
<input checked="" type="checkbox"/> Map/plot of property
<input checked="" type="checkbox"/> List of adjacent properties
<input checked="" type="checkbox"/> Certified copy of CEDA or annexation agreement

Attorney/Agent Information	
Name <i>Laura MacGregor Comeck, Esq.</i>	
Address <i>500 S. Front St., 12th Fl. Columbus, Oh 43215</i>	
Phone # <i>614 229 4557</i>	Fax # <i>614 229 4559</i>
Email <i>laura@cbjlawyers.com</i>	

Waiver of Right to Appeal			
The undersigned hereby request/s the Board of County Commissioners follow O.R.C. §709.022 in consideration of this petition.			
WHOEVER SIGNS THIS PETITION EXPRESSLY WAIVES THEIR RIGHT TO ANY ACTION ON THE PETITION TAKEN BY THE BOARD OF COUNTY COMMISSIONERS.			
THERE IS ALSO NO APPEAL FROM THE BOARD'S DECISION IN THIS MATTER IN LAW OR IN EQUITY.			
<i>[Signature]</i>	<i>1-28-14</i>	Property Owner	Date
Property Owner	Date	Property Owner	Date
Property Owner	Date	Property Owner	Date

**PETITION FOR ANNEXATION OF 14.7+/- ACRES
FROM WASHINGTON TOWNSHIP TO THE CITY OF COLUMBUS, OHIO**

To the Board of Commissioners of Franklin County, State of Ohio:

Now comes the undersigned Petitioners, being the sole owner of certain real property situated in the County of Franklin, Township of Washington, which property is contiguous and adjacent to the City of Columbus, to wit, see the legal description attached hereto as Exhibit "A."

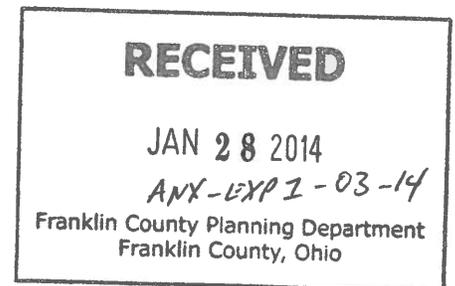
There is one (1) owner of real estate in the territory sought to be annexed.

The territory sought to be annexed with this Petition has a total perimeter boundary of 3389 feet, a minimum of which 1219 feet (39%) is contiguous to the City of Columbus. An accurate map approved by the Franklin County Engineer is attached hereto and made a part of this Petition as Exhibit "B."

No island of unincorporated area is being created by this annexation.

The undersigned Petitioner requests that said real property be annexed to the City of Columbus, in accordance with the statutes of the State of Ohio, specifically §709.021 and §709.022, as a "Type One" expedited proceeding. A certified copy of the Annexation Agreement entered into between Washington Township and the City of Columbus is attached hereto and made part hereof as Exhibit "C."

Crabbe, Brown & James, LLP, 500 S. Front St., 12th Fl., Columbus, Ohio, 43215, is hereby authorized to act as Agent for the Petitioners in securing such annexation. Said Petitioners' Agent is hereby authorized to make any or all amendments and/or deletions to the Petition, map, plat or description which, in their absolute and complete discretion, are proper under the circumstances then existing. In addition, the Petitioners' Agent is authorized to make such amendments and/or deletions to the Petition, map, plat or description in order to correct any discrepancy or mistake noted by the County Engineer, or other, in their examination of the Petition, map, plat or description. Amendments to correct the map, plat or description may be made by the presentation of an amended map, plat or description to the Board of County Commissioners on, before or after the date set for hearing of this Petition.



WHOEVER SIGNS THIS PETITION EXPRESSLY WAIVES THEIR RIGHT TO APPEAL IN LAW OR EQUITY FROM THE BOARD OF COUNTY COMMISSIONERS' ENTRY OR ANY RESOLUTION PERTAINING TO THIS SPECIAL ANNEXATION PROCEDURE, ALTHOUGH A WRIT OF MANDAMUS MAY BE SOUGHT TO COMPEL THE BOARD TO PERFORM ITS DUTIES REQUIRED BY LAW FOR THIS SPECIAL ANNEXATION PROCEDURE.

By: Jim White
Title: Owner

Date: January 14, 2014

*Owner of Parcel Nos.: 272-000064 and 272-000444,
situated at 5700 and 5730 Hayden Run Rd.

RECEIVED

OCT 29 2013

Franklin County Engineer
Dean C. Ringle, P.E., P.S.

PROPOSED ANNEXATION
14.7 +/- ACRES

ANNEXATION
PLAT & DESCRIPTION
ACCEPTABLE
DEAN C. RINGLE, P.E., P.S.
FRANKLIN COUNTY ENGINEER
By BR Date 10/29/13

FROM: WASHINGTON TOWNSHIP

TO: CITY OF COLUMBUS

Situated in the State of Ohio, County of Franklin, Township of Washington, located in Virginia Military Survey Number 3012, being all of that 9.992 acre tract conveyed to Tim A. White by deed of record in Instrument Number 200312080389502 and that 5.402 acre tract conveyed to Tim A. White by deed of record in Instrument Number 200409140214881 (all references refer to the records of the Recorder's Office, Franklin County, Ohio), and being more particularly described as follows:

BEGINNING at the southwesterly corner of said 9.992 acre tract, a northwesterly corner of Right-of-Way Parcel 4-WD1 as conveyed to Franklin County Commissioners by deed of record in Instrument Number 200504250076428, being in the northerly right-of-way line of Hayden Run Road (width varies) and an easterly line of that 357.520 acre tract conveyed to New York Central Lines, LLC by deed of record in Instrument Number 200212180325201;

thence Northwesterly, with the westerly line of said 9.992 acre tract, with the easterly line of said 357.520 acre tract, an approximate distance of 649 feet to a point at the northwesterly corner of said 9.992 acre tract, the southwesterly corner of that 23.716 acre tract conveyed to Tim A. White by deed of record in Official Record 13859B07 and being in the existing City of Columbus Corporation line as established by Ordinance Number 1533-02, of record in Instrument Number 200212260331528;

thence Northeasterly, with the northerly line of said 9.992 and 5.402 acre tracts and the City of Columbus Corporation line by Ordinance Number 1533-02, by deed of record in Instrument Number 200212260331528, an approximate distance of 1219 feet to a point at the northeasterly corner of said 5.402 acre tract;

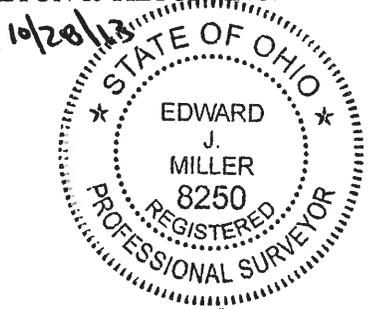
thence Southerly, leaving said City of Columbus Corporation line as established by Ordinance Number 1533-02, of record in Instrument Number 200212260331528, with the easterly line of said 5.402 acre tract, an approximate distance of 603 feet to a point at the southeasterly corner of said 5.402 acre tract, the northeasterly corner of Right-of-Way Parcel 4-WD2 as conveyed to Franklin County Commissioners by deed of record in Instrument Number 200504250076428, being in the northerly right-of-way line of Hayden Run Road (width varies);

thence Southwesterly, with the southerly line of said 9.992 and 5.402 acre tracts, with the said northerly right-of-way line of Hayden Run Road, an approximate distance of 918 feet to the POINT OF BEGINNING, and containing 14.7 acre of land, more or less.

THIS DESCRIPTION IS FOR ANNEXATION PURPOSES ONLY, AND IS NOT TO BE USED FOR DEED TRANSFER.

EVANS, MECHWART, HAMBLETON & TILTON, INC.

[Handwritten Signature]
Edward J. Miller
Registered Surveyor No. 8250



EJM:tb
14_7 ac. 20121110-VS-ANNX

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JAN 28 2014
Franklin County Planning Department
Franklin County, Ohio

ANX-EXP 1
03-14

ANX-EXP1-03-14

Received by EDP

1/28/14

ANNEXATION OF 14.7± ACRES

TO THE CITY OF COLUMBUS FROM WASHINGTON TOWNSHIP VIRGINIA MILITARY SURVEY 3012

TOWNSHIP OF WASHINGTON, COUNTY OF FRANKLIN, STATE OF OHIO



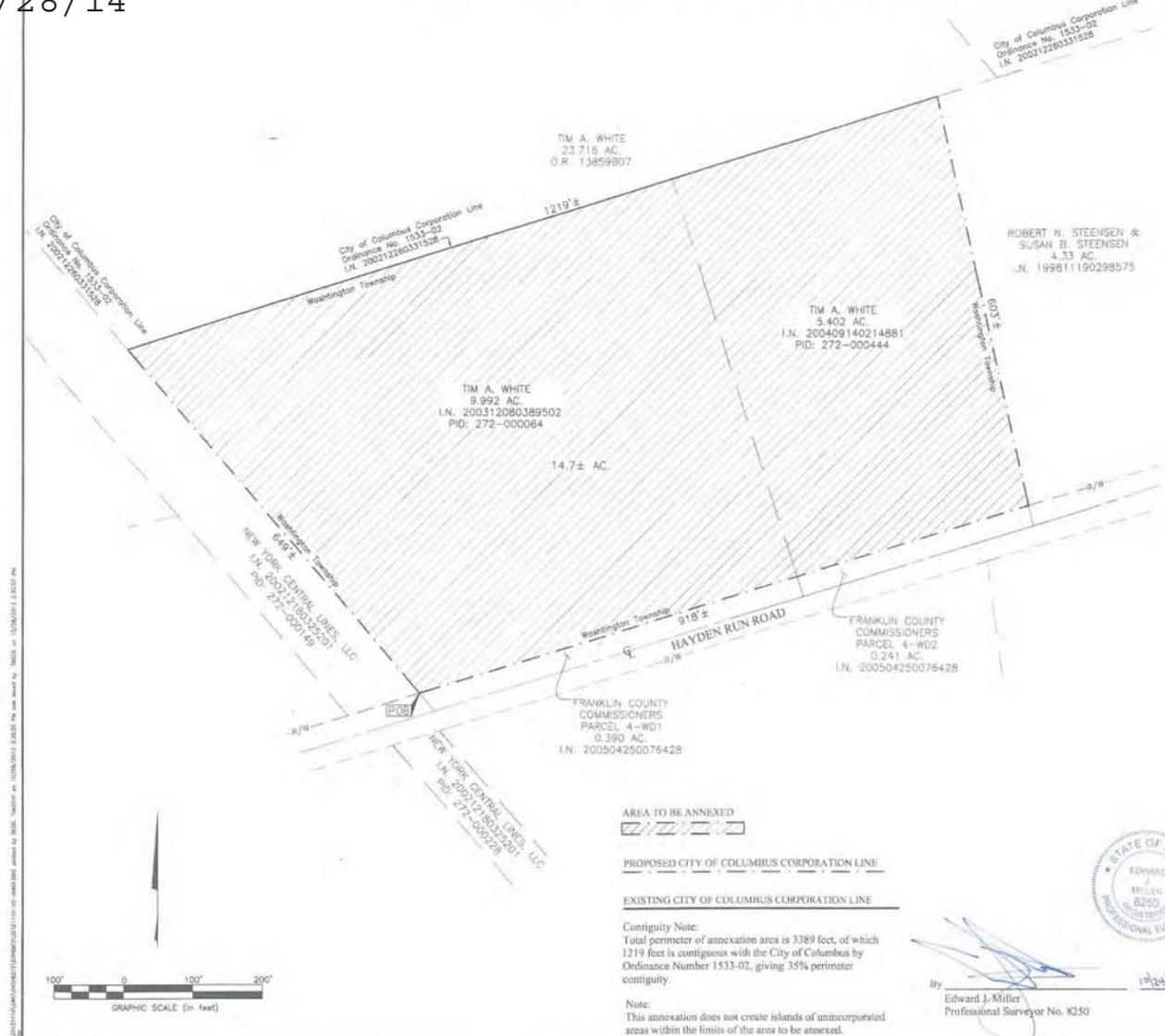
LOCATION MAP AND BACKGROUND DRAWING
NOT TO SCALE

RECEIVED

OCT 29 2013

Franklin County Engineer
Dean C. Ringle, P.E., P.S.

ANNEXATION
PLAT & DESCRIPTION
ACCEPTABLE
DEAN C. RINGLE, P.E., P.S.
FRANKLIN COUNTY ENGINEER
By *DR* Date 10/28/13



AREA TO BE ANNEXED

PROPOSED CITY OF COLUMBUS CORPORATION LINE

EXISTING CITY OF COLUMBUS CORPORATION LINE

Contiguity Note:
Total perimeter of annexation area is 3389 feet, of which 3219 feet is contiguous with the City of Columbus by Ordinance Number 1533-02, giving 35% perimeter contiguity.

Note:
This annexation does not create islands of unincorporated areas within the limits of the area to be annexed.



By *[Signature]*
Edward J. Miller
Professional Surveyor No. 8250

EMHT <small>Civil, Mechanical, Electrical & Twp. Inc. Engineers • Surveyors • Planners • Scientists 1900 New Albany Road, Columbus, OH 43204 Phone: 614 775 4300 Fax: 614 775 3448 emht.com</small>	Date: September 30, 2013	
	Scale: 1" = 100'	
	Job No: 2012-1110	
	Sheet: 1 of 1	
REVISIONS		
MARK	DATE	DESCRIPTION

RECEIVED

JAN 28 2014

ANX-EXP1-03-14

Franklin County Planning Department
Franklin County, Ohio

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 Washington Township, Franklin, Delaware and Union Counties, Ohio, the legislative authority of and for Washington Township ("Washington" and, collectively with Columbus, the "Parties" and each a "Party"), pursuant to the provisions of Ohio Revised Code Section 709.192.

WHEREAS, Columbus and Washington are political subdivisions located entirely within the State of Ohio, with Columbus and Washington 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 Washington 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, the Parties, recognizing the benefits in conforming the boundaries of property annexed from Washington to Columbus, entered into an agreement similar to the one set forth herein on January 24, 2005 whereby territory consisting of approximately 304 acres was annexed under "Expedited Procedure No. 1" and the boundaries of that territory were subsequently conformed in order to exclude Washington from the area; and

WHEREAS, prior to the Effective Date of this Agreement and except for the referenced annexation and related agreement mentioned above, property within Washington Township has been annexed to the City of Columbus and Columbus has not conformed its boundaries under and pursuant to Section 503.07 of the Ohio Revised Code in order to exclude Washington Township from such area(s) (with these properties currently being categorized as Taxing Districts 277 and 485) due to changes in Ohio's annexation laws brought about as a result of the passage of Senate Bill 5; and

WHEREAS, Columbus contemplates that future annexations may occur whereby property within Washington Township will be annexed to the City of Columbus; and

WHEREAS, if Columbus was able to conform the boundaries of properties annexed from Washington Township to the City of Columbus under Section 503.07 of the Ohio Revised Code, real estate taxes in these annexed areas would be reduced by approximately 14%, with no change in the current levels of fire and emergency medical services; and

WHEREAS, Columbus and Washington are desirous of having Columbus conform the boundaries of all properties annexed from Washington Township to the City of Columbus, which includes those newly annexed properties which have previously been annexed to the City of Columbus and those properties currently located within the unincorporated area of Washington Township which may be annexed to the City of Columbus in the future; and

WHEREAS, Columbus and Washington 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 Washington Township by Resolution Number 2011.05.24.003 adopted on 5/24, 2011 and by the City Council of the City of Columbus by Ordinance Number 0765-2011 adopted on May 23, 2011.

NOW, THEREFORE, in consideration of the mutual promises contained herein, Columbus and Washington 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 Washington Township to the City of Columbus pursuant to the provisions of Ohio Revised Code Sections 709.021 and 709.022. Washington 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, annexations of property from Washington Township to the City of 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 Washington Township to the City of 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 which fails to comply with this requirement. 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 Washington Township from such area(s).

3. In no case shall any real estate owned, whether in whole or in part, by Washington be annexed to the City of Columbus without the written consent of the Board of Trustees of Washington Township. This shall exclude dedicated road rights-of-way and other real estate where Washington's interest consists solely of a right-of-way interest.
4. If an annexation petition is filed and processed seeking to annex to the City of Columbus any real estate located within Washington Township which does not comply with the terms of this Agreement, Columbus shall refrain from any act which would, directly or indirectly, contribute to the success of such petition. This obligation shall include, without limitation, refusing to furnish any City services to the area proposed to be annexed; signing and providing affidavits and furnishing representatives to provide factual testimony in any proceeding in order to oppose the annexation; vigorously resisting, in both administrative and judicial forums, and with the assistance of the City's legal counsel, any action seeking such an annexation; refusing to accept any such annexation; and otherwise undertaking such actions as may be reasonably requested by Washington which would be detrimental to the success of such annexation. Washington agrees not to oppose, directly or indirectly, any annexation petition(s) seeking to annex to the City any real estate located within Washington Township which 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.
5. Columbus shall conform the boundaries of all properties which have previously been or may be annexed to the City of Columbus from Washington Township which have not yet been conformed under and pursuant to Section 503.07 of the Ohio Revised Code in order to exclude Washington Township from such area(s). This provision specifically includes, and requires Columbus to conform the boundaries of, all newly annexed territories which have been annexed from Washington Township to the City of Columbus prior to the Effective Date of this Agreement. For any land within Washington Township which has been annexed to the City of Columbus prior to the Effective Date, Columbus shall conform the boundaries of such annexed lands within four (4) months following the Effective Date of the Agreement. In all other cases, Columbus shall

conform the boundaries of such annexed land within six (6) months following Columbus' acceptance of the annexation petition. Upon the exclusion of Washington Township from any such area, Columbus shall not be required to make any compensation payments to Washington as set forth in Section 709.19 of the Ohio Revised Code, as said Section exists on the Effective Date of this Agreement.

6. This Agreement is not intended to supersede, impact or otherwise affect the Mutual Aid Agreement for the exchange of emergency service currently in place between the Parties. Furthermore, each Party agrees to work cooperatively and in good faith with the other in an effort to maintain their response relationship as it relates to emergency services.
7. In the event the Parties have a dispute as to any of the terms or applicability of 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 of mediation, including its proportionate share of the compensation and administrative expenses required by the mediator and by the mediation services provider selected by the Parties. 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.
8. 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 another 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 sue the defaulting Party for specific performance or injunctive relief under this Agreement or for damages or both and may pursue such other remedies as may be available at law or in equity, all as provided in Section 709.192 of the Ohio Revised Code.
9. 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.
10. 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.

11. 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.
12. 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.
13. 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:
 - a. 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;
 - b. the illegality or invalidity of any application hereof or thereof shall not affect any legal and valid application hereof or thereof;
 - c. each section, provision, covenant, agreement, obligation or action, or part thereof, shall be deemed to be effective, operative, made, assumed, entered into or taken in the manner and to the full extent permitted by law; and,
 - d. 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.

14. The Parties agree that just as Section 709.192 of the Ohio Revised Code is to be liberally construed to allow the Parties to enter into an annexation agreement, the Parties further agree that this Agreement shall be liberally construed in order to facilitate the desires of each of the Parties to carry out this Agreement. Each provision of this Agreement shall be construed and interpreted so as to permit maximum advantage to the Parties allowed by Section 709.192 of the Ohio Revised Code.

15. 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. Washington at:

Washington Township Board of Trustees
6200 Eiterman Road
Dublin, Ohio 43016
Attention: Denise Franz King, Trustee

With a copy simultaneously sent or delivered to:

Donald F. Brosius
Loveland & Brosius, LLC
50 West Broad Street, Suite 3300
Columbus, Ohio 43215

- b. Columbus at:

The City of Columbus, Ohio
Department of Development
50 West Gay Street
Columbus, Ohio 43215
Attention: Director of Development

With a copy simultaneously sent or delivered to:

Josh Cox, Chief Counsel
Columbus City Attorney
90 West Broad 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.

16. 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, May 31, 2021. 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 provision herein for automatic extension of this Agreement recognizes that the accrual of benefits to the Parties from this Agreement may take decades and that the Parties' investment in the areas affected and the infrastructure costs along with other possible capital improvements contemplated herein is of permanent usefulness and duration. The "Term" of this Agreement shall include the Initial Term and any extensions thereof pursuant to this Section.
17. 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.
18. 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,

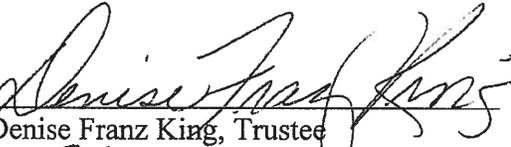
unless the Parties agree to amend this Agreement in accordance with Section 9 of this Agreement.

19. 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 Washington 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.

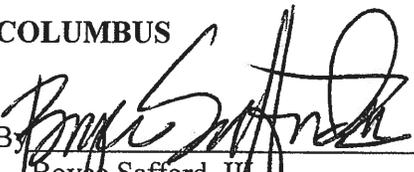
WASHINGTON

By 
Gene Bostic, Trustee

By 
Denise Franz King, Trustee

By 
Chuck Kranstuber, Trustee

COLUMBUS

By 
Boyce Safford, III,
Director of Development

APPROVED AS TO FORM:

Richard C. Puffer Jr / 5-26-11
City Attorney, City of Columbus by SLH