

**CITY OF COLUMBUS/VILLAGE OF ASHVILLE/HARRISON TOWNSHIP
FIRST AMENDMENT TO HARRISON TOWNSHIP ANNEXATION MORATORIUM
AGREEMENT**

This First Amendment to Harrison Township Annexation Moratorium Agreement (the “First Amendment”) is executed effective _____, 2016 by and between the City of Columbus, Ohio (“City”), Harrison Township, Pickaway County, Ohio, a township formed and existing under the laws of the State of Ohio, through its Board of County Commissioners (the “Township”); and the Village of Ashville, Ohio, an Ohio municipal corporation (the “Village”).

RECITALS:

A. Pursuant to Ohio Revised Code (“R.C.”) Section 709.192, the City, Township and the Village executed the Harrison Township Annexation Moratorium Agreement (the “Original AMA”) effective August, 2007. A copy of the Original AMA is attached hereto as Exhibit A and incorporated herein by this reference.

B. The Original AMA pertained to a portion of the Township (the “Original AMA Area”), commonly referred to as the Northern Industrial Area, as depicted on the map attached as Exhibit A to the Original AMA and attached hereto as Exhibit B and incorporated herein by this reference.

C. NorthPoint Development, LLC (“NorthPoint”) desires to develop a parcel of land for commercial purposes (the “Project”) at a site within the boundaries of the Township (the “Project Area,” which is further described on the attached Exhibit C and incorporated herein by this reference), provided that the appropriate economic development incentives are available to support the economic viability of the Project..

D. The City, Township, the Village and the Companies desire to reaffirm that the Project Area is included in the Original AMA Area. The Original AMA Area and the Project Area are referred to collectively here in as the “Reaffirmed AMA Area.” The Reaffirmed AMA Area is depicted on Exhibit D hereto and incorporated herein by this reference.

E. Pursuant to Resolution No. _____, passed _____, the City Council of the City has approved the execution of this First Amendment. Pursuant to Resolution No. _____, passed _____, the Board of Township Trustees of the Township has approved the execution of this First Amendment. Pursuant to Ordinance No. _____, passed _____, the Village Council has approved the execution of this First Amendment.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained and the benefit to be derived by the parties from the execution hereof, the receipt and sufficiency of which is hereby acknowledged, the parties herein agree as follows:

Section 1. Exhibit A to the Original AMA, which depicts the Original AMA Area, shall be replaced by Exhibit D hereto, which depicts the Reaffirmed AMA Area.

IN WITNESS WHEREOF, the City, Township and the Village have caused this Agreement to be executed in their respective names by their duly authorized officers or representatives, as of the date hereinabove written.

VILLAGE OF ASHVILLE, OHIO

By: _____

Its: _____

Approved as to form:

Village Law Director

BOARD OF TRUSTEES OF HARRISON TOWNSHIP, PICKAWAY COUNTY, OHIO

By: _____
Trustee

By: _____
Trustee

By: _____
Trustee

Approved as to form:

Township Law Director

CITY OF COLUMBUS, OHIO

By: _____

Its: _____

Approved as to form:

City Attorney

EXHIBIT A

ORIGINAL AMA
(attached hereto)



ANNEXATION MORATORIUM AGREEMENT

This Annexation Moratorium Agreement (the "Agreement") is entered into this 30th day of August, 2007 by and among the City of Columbus, Ohio ("Columbus"), the Village of Ashville, Ohio ("Ashville"), the Village of South Bloomfield, Ohio ("South Bloomfield") (the municipalities are hereinafter sometimes collectively referred to as the "Contracting Municipalities"), and the Township of Harrison, Pickaway County, Ohio ("Harrison", and collectively with the Contracting Municipalities, the "JEDD Parties") in accordance with the terms and provisions set forth herein.

WHEREAS, the JEDD Parties wish to cooperate in facilitating economic development to create or preserve jobs and employment opportunities and to improve the economic welfare of the people in the State, Pickaway County, Columbus, Ashville, South Bloomfield and Harrison; and

WHEREAS, the JEDD Parties agree that this Agreement shall serve as an annexation agreement for purposes of Section 709.192 of the Ohio Revised Code; and

WHEREAS, the JEDD Parties agree that the intent of this Agreement, in combination with the Northern Pickaway County Joint Economic Development District Contract (the "NPC JEDD Contract"), which established the Northern Pickaway County Joint Economic Development District (the "NPC JEDD") and is incorporated herein by reference, is to establish the legal and policy framework for the creation of an area reserved exclusively for joint development through Joint Economic Development Districts (JEDDs), and such area, commonly referred to as the Northern Industrial Area, is set forth on the map attached hereto as *Exhibit A* and incorporated herein by reference; and

WHEREAS, the JEDD Parties agree that this Agreement shall serve as the basis for the provision of utility services, road construction and maintenance thereof and other governmental services in the Northern Industrial Area, and

NOW THEREFORE in consideration of one dollar and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the parties hereto, Columbus, Ashville, South Bloomfield and Harrison hereby agree as follows:

Section 1. Agreement. The JEDD Parties acknowledge and agree that this Agreement is intended to and shall serve as an annexation agreement pursuant to Section 709.192 of the Ohio Revised Code.

Section 2. Denial of Annexation Applications. If any landowner(s) of land within the Northern Industrial Area, which is the territory set forth on the map attached as Exhibit A, petitions for annexation, the parties agree that such lands shall not be annexed, and the Contracting Municipality to which annexation is proposed agrees to deny acceptance of any such annexation (including without limitation defeating any annexation acceptance legislation with regard to such proposed annexation).

Section 3. Joint Economic Development District Contracts. The JEDD Parties hereby agree that the Northern Industrial Area is an area reserved exclusively for joint development through JEDDs, and the NPC JEDD Contract and any other JEDD contracts entered into by and among the JEDD Parties shall incorporate the applicable portions of the provisions for governmental services contained in Section 4 of this Agreement. It is further agreed that the JEDD Contract any other JEDD contract entered into by the JEDD Parties with regard to the territory located within the Northern Industrial Area will be substantially similar in form to the template JEDD contract attached hereto as **Exhibit B** and incorporated herein by reference (the "Template JEDD Contract"). The parties to this Agreement agree that the provision of governmental services described in Section 4 hereof to any commercial and industrial property owner in the Northern Industrial Area shall be conditioned on such property owner's agreement to join the NPC JEDD or a subsequent JEDD when requested by any of the JEDD Parties.

Section 4. Governmental Services. It is the intention of the JEDD Parties to provide governmental services to the Northern Industrial Area. The governmental services provided shall include sanitary sewer (as provided herein), water (as described herein), road construction and maintenance and other general governmental services. The JEDD Parties will develop a capital improvement plan to provide and improve governmental services other than sanitary sewer services and water services and to determine which party or parties will make such improvements or whether private sector developers shall be responsible for certain of the improvements or the costs thereof. The JEDD Parties will further cooperate to secure state and federal funding to contribute to or reimburse the parties for such improvements. The use of the appropriate JEDD income tax revenue to offset the cost of future capital improvements shall be subject to Section 10 of the NPC JEDD Contract (and/or Section 10 of future JEDD Contracts based upon the Template JEDD Contract). The provision of sanitary sewer services and water services shall be restricted to commercial and industrial uses. The plans for such governmental services are as follows:

A. Sanitary Sewer. The Northern Industrial Area can be divided into three sub-areas for purposes of discussion of the provision of sanitary sewer services. These three sub-areas, as set forth on **Exhibit A** attached hereto, are (1) the area that includes the territory of the NPC JEDD, as well as surrounding acreage along the shared jurisdictional borders of Franklin County and Pickaway County, (the "Intermodal Service Area"), (2) the remaining area east of the railroad tracks (the "Rickenbacker Southeast Service Area"), and (3) the remaining area west of the railroad tracks (the "Duvall Service Area"). Detailed plans for serving each of the sub-areas will be developed by the appropriate JEDD. Initially, the following service plans are anticipated:

(i) Intermodal Service Area. Columbus will be the provider of sanitary sewer services to the Intermodal Service Area. In the short-term the sanitary sewer solution will be to provide enough sanitary sewer service capacity to service the NPC JEDD. This will require the construction and installation of a pump station and force main from the northeast corner of the Norfolk Southern site (as such site is set forth on the map attached hereto as **Exhibit A**) to two existing force mains that cross under the

Columbus Regional Airport Authority's (the "CRAA") airport runways. In addition, an east/west gravity sewer along Ashville Road within the CRAA area would be constructed to serve the area east of the Norfolk Southern site. Either the CRAA or Columbus or both will be responsible for all costs for sanitary sewer services, and any and all of Columbus' costs will be eligible for reimbursement, as specified in Section 10 of the NPC JEDD, from sources as agreed upon by the JEDD Parties, including but not limited to, front footage fees, and/or governmental grants or payments from the CRAA or other entities, or revenues from tax increment financing, or shared income.

The long-term sewer solution for the provision of sanitary sewer service in the Intermodal Service Area will require Columbus be the provider of sanitary sewer services in the remaining area east of the dual Norfolk Southern and CSX railroad tracks and the area west of the dual railroad tracks and north of the Duvall Service Area (i.e., both the Intermodal Service Area and the Rickenbacker Southeast Service Area). This will require and entail construction of the BWARI as well as a subtrunk (BWARI Shaft 2 – Circleville Road) from the BWARI to a point south of Big Walnut Creek, as generally described on the map prepared by URS, dated June 21, 2005, provided as Exhibit A to the NPC JEDD Contract. This subtrunk will connect to an east/west gravity sewer along Ashville Pike and the proposed extension of Alum Creek Drive. Columbus (and/or private sector developers) will be responsible for all costs for sanitary sewer services and any and all of Columbus' costs (other than the cost of the BWARI itself) will be eligible for reimbursement, as specified in Section 10 of the NPC JEDD Contract (and/or Section 10 of future JEDD Contracts based upon the Template JEDD Contract), from sources as agreed upon by the JEDD Parties (and/or appropriate JEDD parties of future JEDDs), including but not limited to, front footage fees, and/or governmental grants or payments from the CRAA or other entities, or revenues from tax increment financing, or shared income tax.

(ii) Rickenbacker Southeast Service Area. Sanitary sewer service for the Rickenbacker Southeast Service Area will require and entail construction of the BWARI as well as a subtrunk (BWARI Shaft 2 – Circleville Road) from the BWARI to a point south of Big Walnut Creek, as generally described on the map prepared by URS, dated June 21, 2005, provided as Exhibit A to the NPC JEDD Contract. This subtrunk will connect to an east/west gravity sewer along Ashville Pike and the proposed extension of Alum Creek Drive. Columbus (and/or private sector developers) will be responsible for all costs for sanitary sewer services and any and all of Columbus' costs (other than the cost of the BWARI itself) will be eligible for reimbursement, as specified in Section 10 of the NPC JEDD Contract (and/or Section 10 of future JEDD Contracts based upon the Template JEDD Contract), from sources as agreed upon by the JEDD Parties (and/or appropriate JEDD parties of future JEDDs), including but not limited to, front footage fees, and/or governmental grants or payments from the CRAA or other entities, or revenues from tax increment financing, or shared income tax.

(iii) Duvall Service Area. The JEDD Parties will cooperate to make sanitary sewer services available to the Duvall Service Area generally located on the west side of the railroad tracks in the near future. The aforementioned subtrunk will be

constructed from the BWARI to a point south of Big Walnut Creek, which will connect to a north/south gravity sewer along Route 23 and an east/west gravity sewer along Duvall Road. This east/west gravity sewer along Duvall Road will serve the Duval Service area and it will also serve the southern areas in the Intermodal Service Area and the Rickenbacker Southeast Service Area. The JEDD Parties of the appropriate JEDD will agree and determine what parties will be responsible for the costs of sanitary sewer services (including private sector developers). Costs of any JEDD Party will be eligible for reimbursement, as specified in Section 10 of future JEDD Contracts based upon the Template JEDD Contract, from sources as agreed upon by the JEDD Parties of the appropriate JEDD, including but not limited to, front footage fees, governmental grants or payments, or revenues from tax increment financing, or shared income tax.

The provision of sanitary sewer services is subject to the requirements of all applicable chapters of Columbus City Code, as amended. Connections to the sanitary sewer system of Columbus and any additions or extensions thereto shall require the prior written approval of the Director of Public Utilities of the City of Columbus and shall be inspected by the City of Columbus. All additions and extensions to the sanitary sewer system shall be owned, operated and maintained by the City of Columbus, unless otherwise agreed, with the exception of private sewer laterals, which shall be owned and maintained by the property owners, but the installation of which shall be inspected by the City of Columbus. The City of Columbus shall collect all sewer service charges and fees as established by Columbus City Code, as amended, for outside city rates.

B. Water Service. Water services shall be provided to the Northern Industrial Area in accordance with the provisions of the "Contract Between The City Of Columbus, Ohio And Earnhart Hill Regional Water and Sewer District" (the "Water Contract"), dated as of August 25, 2006, between Columbus and Earnhart Hill Regional Water and Sewer District ("Earnhart Hill"), which is attached hereto and incorporated herein as ***Exhibit C***. The NPC JEDD and other future JEDDs, if any, must enter into contractual arrangements for water service with the District pursuant to the parameters of the Water Contract.

C. Road Construction and Maintenance. Certain highway improvements shall be constructed and maintained as may be necessary to facilitate roadway transportation to the appropriate JEDD District.

D. Other Governmental Services. Reference is hereby made to the North Gate Alliance Cooperative Economic Development Agreement (the "CEDA"), dated December 13, 2004, which CEDA is attached hereto as ***Exhibit D*** and incorporated herein by reference. The CEDA sets forth certain provisions with regard to the provision of governmental services in areas that are annexed to a municipality pursuant to the CEDA. The applicable provisions in the CEDA with regard to governmental services, other than the services described in Section 4(A) through (C) above, shall apply in the appropriate JEDD; provided, however, such governmental services will be provided as determined and agreed upon by the appropriate JEDD and the JEDD Parties, and

Pickaway County shall continue to provide police services for any JEDD in the Northern Industrial Area as appropriate.

Section 5. Term. The initial term of this Agreement shall commence on the date that the NPC JEDD is finally approved and shall terminate on January 1, 2056, unless otherwise terminated prior to that date as provided herein. The provision herein for the initial term of this Agreement recognizes that the accrual of benefits to the parties from this Agreement may take decades and that the construction of utility facilities and other possible capital improvements has a permanent usefulness and duration.

IN WITNESS WHEREOF, the JEDD Parties have caused this Agreement to be duly signed in their respective names by their duly authorized officers as of the date hereinbefore written.

Signed as to the City of Columbus, Ohio
in the presence of:


Name: Greg Davies

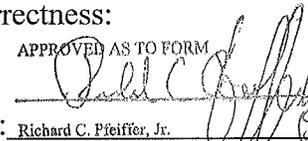

Name: Michael Stevens

(Witnesses as to the City of Columbus, Ohio)

CITY OF COLUMBUS, OHIO

By: 
Director of Development

Approved as to legal form and
correctness:

APPROVED AS TO FORM

By: Richard C. Pfeiffer, Jr.
City Attorney
City of Columbus, Ohio
SLA 8:29:07

[Signature Page]

Signed as to the Village of Ashville, Ohio
in the presence of:

VILLAGE OF ASHVILLE, OHIO


Name:

Name:

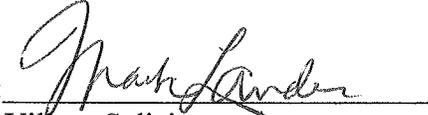

Name:

(Witnesses as to Village of Ashville, Ohio)

By: 
Mayor

Charles H. Wisk

Approved as to legal form and
correctness:

By: 
Village Solicitor
Village of Ashville, Ohio

[Signature Page]

Signed as to the Village of South Bloomfield,
Ohio in the presence of:

VILLAGE OF SOUTH
BLOOMFIELD, OHIO

Kathleen Rouse

Name:

By: Albert G. Rouse
Mayor

K. Estep

Name:

(Witnesses as to Village of South Bloomfield, Ohio)

Approved as to legal form and
correctness:

By: [Signature]

Village Solicitor
Village of South Bloomfield, Ohio

[Signature Page]

Signed as to the Township of Harrison,
Pickaway County, Ohio

TOWNSHIP OF HARRISON,
PICKAWAY COUNTY, OHIO

in the presence of:

Angene L. Greig
Name:

Name:

(Witnesses as to Township of Harrison
Pickaway, Ohio)

By: Douglas E. [Signature]
Trustee

By: Paul [Signature]
Trustee

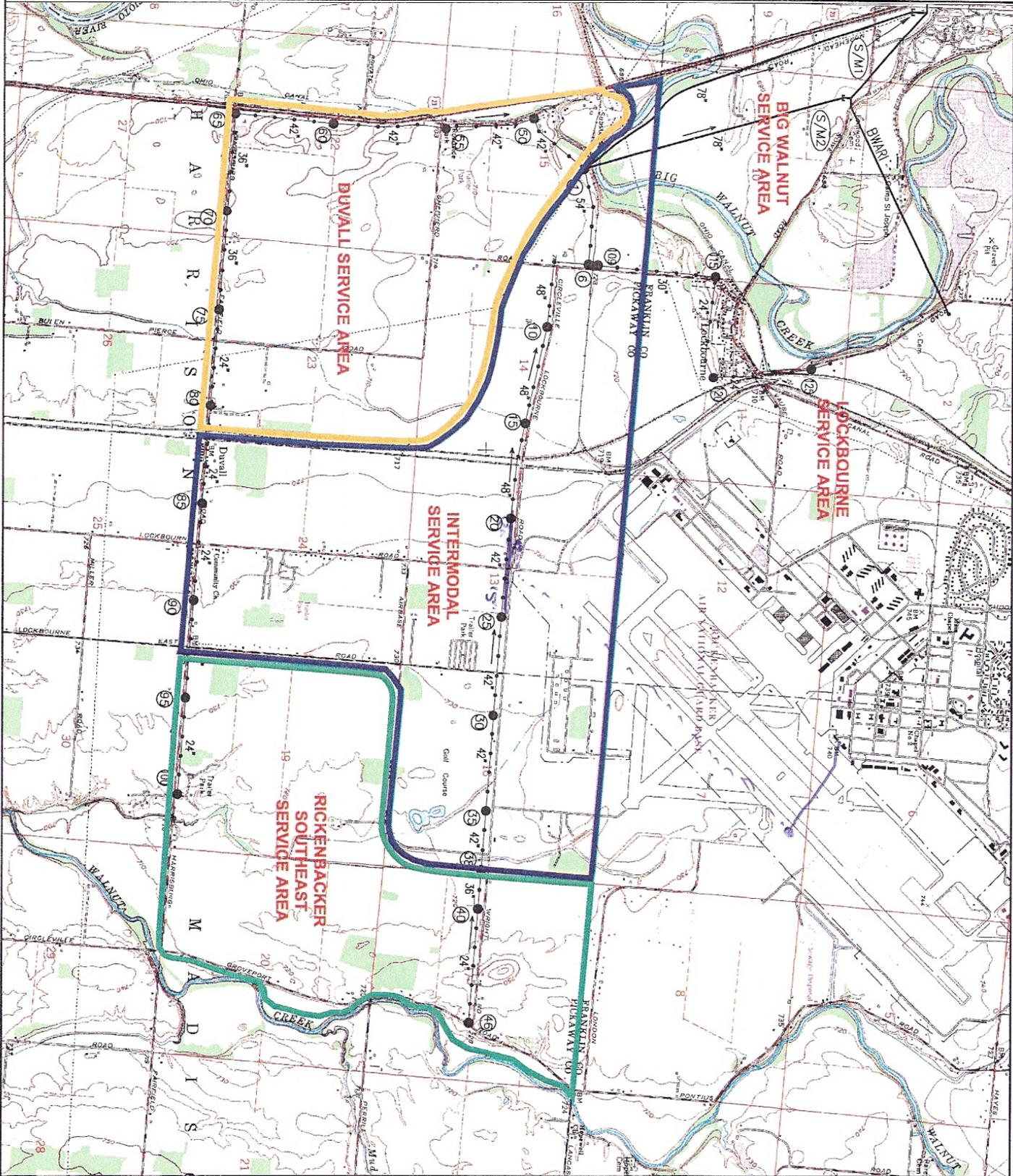
By: Keith E. Peters
Trustee

Approved as to legal form and
correctness:

By: Judy L. Wolford
Legal Counsel
Township of Harrison
Pickaway County, Ohio

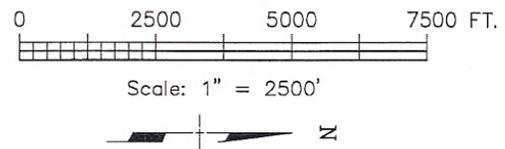
EXHIBIT B

DEPICTION OF ORIGINAL AMA AREA
(attached hereto)



LEGEND

- (S/M2) SHAFT MANHOLE
- TRIBUTARY MANHOLE
- NON-TRIBUTARY MANHOLE
- (55) MANHOLE NUMBER
- FLOW DIRECTION
- 710 — EXISTING CONTOUR
- 480 TRIBUTARY ACREAGE
- 48" PIPE SIZE



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 (614) 464-4500 fax (614) 464-0588
 http://www.urscorp.com

Northern Pickaway County JEDDs

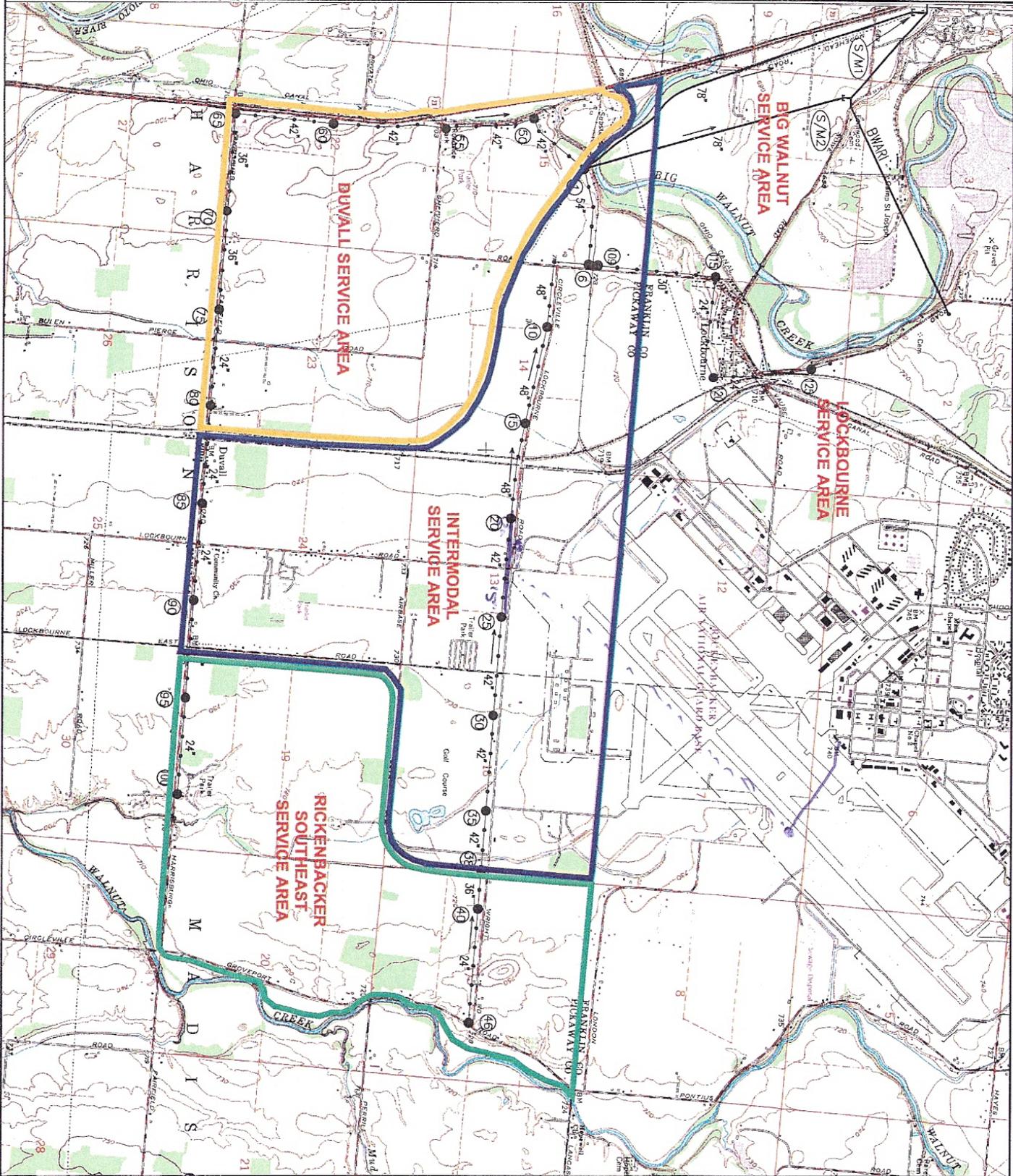
BIG WALNUT
 AUGMENTATION /
 RICKENBACKER
 INTERCEPTOR

EXHIBIT C
DEPICTION OF PROJECT
AREA (attached hereto)



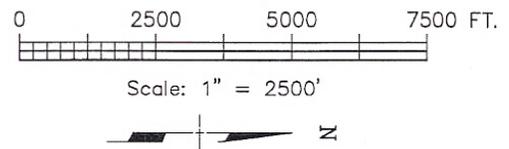
EXHIBIT D

DEPICTION OF REAFFIRMED AMA AREA
(attached hereto)



LEGEND

- | | |
|-----------------------|-----------------------|
| SHAFT MANHOLE | FLOW DIRECTION |
| TRIBUTARY MANHOLE | 710 EXISTING CONTOUR |
| NON-TRIBUTARY MANHOLE | 480 TRIBUTARY ACREAGE |
| MANHOLE NUMBER | 48" PIPE SIZE |



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Northern Pickaway County JEDDs

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 AUGMENTATION /
 RICKENBACKER
 INTERCEPTOR