

MASTER ECONOMIC DEVELOPMENT AGREEMENT

This Agreement is entered into by and between the City Council for the City of Pickerington, Fairfield County ("City" or "Pickerington"), and the Board of Trustees of Violet Township, Fairfield County ("Township" or "Violet Township") (collectively referred to as "the Parties") pursuant to Ohio Revised Code, Section 709.192.

WHEREAS, the Parties desire to enter into an agreement that will determine the future relationship of the Parties with regard to annexation and commercial development; and

WHEREAS, the Parties to this Agreement have determined that it is in the best interest of both Violet Township and Pickerington, as well as the community as a whole; and

WHEREAS, the Pickerington City Council has at its meeting on _____, 2006, passed its ordinance _____ agreeing to and approving the terms of this Agreement, which Agreement is binding upon the City and all City officials; and

WHEREAS, the Violet Township Board of Trustees has at its meeting on _____, 2006, passed its resolution _____ agreeing to and approving the terms of this Agreement, which Agreement is binding upon the Township and Township officials.

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained, the Parties hereby covenant and agree as follows:

1. Violet Township and Pickerington agree to work jointly with regard to any future commercial development (defined herein as any commercial zoning or development application filed after the date of execution of this Agreement) within the Township boundaries and within the boundaries of the Pickerington Local School District (PLSD) as follows:
 - 1.1. For any new commercial development occurring within the boundaries of the Township and the PLSD (excluding any area north of Interstate 70 and within the existing CEDA with the Village of Canal Winchester), that is contiguous to the boundaries of Pickerington, the Parties agree to enter into an annexation agreement;
 - 1.2. For any new commercial development occurring within the boundaries of the Township and the PLSD (excluding any area north of Interstate 70 and within the existing CEDA with the Village of Canal Winchester), that is not contiguous to the boundaries of Pickerington, the Parties shall implement a Joint Economic Development District (JEDD) agreement and;
 - 1.3. For any new commercial development occurring within the boundaries of the Township that is not contiguous to the boundaries of Pickerington and is outside the boundaries of the PLSD representatives of the City of Pickerington and Violet Township shall meet to determine if some form of a cooperative economic development agreement can apply.
 - 1.4. All boundaries defined in this agreement will be reviewed and can be adjusted with the mutual consent of both parties within 24 months of the signing of this document.

- 1.5. All of the above-referenced agreements are contingent upon concurrence of a majority of the property owners of the affected properties.
- 1.6. Both parties agree that they will in no way work to influence a landowner against these agreements.
- 1.7. Pickerington shall not be bound by the commitments set forth in this Paragraph if it deems it is not in the best interests of the City to do so. In the event that the City decides not to participate in working with the Township on any given commercial development, all remaining paragraphs of this Agreement remain in place. The City agrees to take action within 120 days of each invitation to participate in any economic development program.
2. For any agreement that is executed, Pickerington and Violet Township, agree to share equally, along with any other agreed upon political subdivision partner (unless otherwise negotiated) all tax proceeds from the agreement remaining after any expenses (i.e. initial administrative and legal expenses of agreement creation, as well as annual administrative, marketing, maintenance, and infrastructure improvement costs on a negotiated amortized basis) of the agreement;
3. If a property is annexed and Pickerington forgoes any source of revenue, the agreement will provide a provision that the Township will receive from the City service fees in an amount equal to the greater of a) an equal share of the revenues received by the City in the territory covered by the agreement, remaining after any expenses incurred in its creation have been paid or b) the amount of road and bridge levy funds lost upon annexation and the amount of real property taxes Violet Township would have received had the annexed territory not been annexed, based upon the property values at the time of the calculation of the real property taxes (as per City Ordinance 2000-139 and Mapes letter of July 24, 2001).
4. During the term of this Agreement, the City agrees that it will not conform its boundaries so as to remove incorporated territory from the Township, pursuant to R.C. 503.07.
5. It is the understanding and intention of the Parties that Pickerington does not intend to actively encourage annexation of properties into the City for the foreseeable future. Accordingly, Pickerington agrees that, for a period beginning with the execution by of this Agreement by the Parties and continuing through a period of ten (10) years, the City a) will not encourage or entice property owners to petition to annex their properties into the City by way of offering incentives, promising zoning or other city benefits or services, paying for the costs of filing or pursuing annexation petitions, including legal costs, or providing the assistance of City officials or employees in the preparation, filing, and pursuit of annexation petitions, and b) will not accept any approved annexation during said period. However, if Pickerington, through formal action of its City Council, and Violet Township, by Resolution, agree that any given annexation is in the best interest of both political subdivisions and the community as a whole, the City's agreements in this paragraph will not apply to said annexation. The agreements set forth in this paragraph do not apply to any property owned by the City, currently or in the future, and used for governmental functions as defined in Ohio Revised Code Section 2744.01. This paragraph does not apply to annexation petitions

pending as of the date of execution of this Agreement. This paragraph also does not apply to any properties described in point #1.

6. This Agreement shall remain in effect for a period of ten (10) years and shall be automatically extended for two (2) successive ten (10) year periods unless both parties agree to terminate this Agreement within 90 days prior to the expiration of the current term.
7. All notices and other communications hereunder must be in writing and will be deemed to have been duly given if delivered by hand, or on the next business day if delivered by a recognized overnight courier, or on the third business day if mailed (by certified mail, return receipt requested, first class postage prepaid), to the parties with written confirmation of receipt at the following addresses:

If to Pickerington:
City Manager
City of Pickerington
100 Lockville Road
Pickerington, Ohio 43147

If to Violet Township:
Director of Operations
Violet Township Offices
12970 Rustic Drive
Pickerington, OH 43147

8. No delay or failure on the part of any Party hereto in exercising any right, power, or privilege under this Agreement or under any other instruments given in connection with or pursuant to this Agreement shall impair any such right, power, or privilege or be construed as a waiver of any default or any acquiescence therein. No single or partial exercise of any such right, power, or privilege shall preclude the further exercise of such right, power, or privilege, or the exercise of any other right, power or privilege.
9. The Parties agree that the promises recited in this Agreement constitute the entire Agreement among the Parties; that no promises or inducements have been offered except as set forth herein; that this Agreement is executed without reliance upon any statements or representations by any other party to any other party, or their attorneys or representatives, concerning the nature and extent of any claims and/or damages or legal liability therefore; and that each Party has read this Agreement and fully understands it.
10. This Agreement may be executed in several counterparts, which taken together shall constitute the Parties' agreement.
11. This Agreement will be governed by and construed in accordance with the laws of the State of Ohio without regard to its conflict of law principles.

12. This Agreement constitutes the entire understanding of the Parties hereto with respect to the subject matter hereof and supersedes all prior negotiations, discussions, undertakings and agreements between the Parties to the extent such prior agreements contradict this Agreement. This Agreement may be amended or modified only by a writing executed by the duly authorized officers of the parties hereto.

13. This Agreement may not be assigned or transferred in whole or in part by either party without the written consent of the other. Any purported assignment without the express written consent of the other is void.

The undersigned have read this Agreement, understand all of its terms and its significance, have authority to execute it, and execute it voluntarily. This Agreement is being executed in duplicate originals.

City Council for City of Pickerington

Violet Township Board of Trustees

By

Date

By

Date

By

Date

By

Date

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