

MASTER ECONOMIC DEVELOPMENT AGREEMENT

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

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

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

WHEREAS, Pickerington City Council at its meeting on January 2, 2007 passed ordinance No. 2006-163 authorizing execution of a Master Economic Development Agreement between Pickerington and Violet Township; and

WHEREAS, Violet Township Board of Trustees has at its meeting on _____ 2007, passed resolution _____ agreeing to and approving the terms of an Agreement, which includes revisions to the aforesaid Agreement approved by the Pickerington City Council, which Agreement, once it is adopted by both parties, will be binding upon both Pickerington and Violet Township and their officials.

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

1. Joint Economic Development District. The Parties agree to work jointly with regard to any commercial development (defined herein as any commercial zoning or development application filed after the date of execution of this Agreement) occurring within the incorporated and unincorporated boundaries of the Township, excluding the following: (1) any territory within or contiguous to the boundaries of Pickerington; (2) any territory inside the boundaries of the Canal Winchester Local School District; and (3) any territory north of Interstate 70 and within the existing CEDA with the Village of Canal Winchester ("JEDD Territory"), as follows:
 - 1.1 Commercial Development: For any commercial development occurring within the JEDD Territory, the Parties shall meet to consider whether a Joint Economic Development District (JEDD) agreement can be reached with regard to said development.
 - 1.2 General Terms of JEDD: For any JEDD agreement that is executed pursuant to this Agreement, the Parties agree to share equally, along with any other agreed upon political subdivision partner (unless otherwise negotiated), all income tax proceeds generated within the JEDD Territory remaining after any expenses of the JEDD Board, which may include, but are not limited to, initial administrative and legal expenses of agreement creation, as well as annual administrative, marketing,

maintenance, and infrastructure improvements. Likewise, the Parties agree to bear equally any losses incurred in the JEDD Territory.

- 1.4 Concurrence of Property Owners: The above-referenced future agreements are contingent upon concurrence of the property owners and/or business owners of the affected properties as required by the state law governing JEDDs.
 - 1.5 Unified Approach: The Parties agree that they will work in a unified direction and in no way work to influence a property owner or business owner against these future agreements.
 - 1.6 Pickerington Option to Participate. Violet Township agrees that it will advise Pickerington of any planned commercial development in the area covered by this Section that is not already subject to an existing JEDD, CEDA, annexation agreement or similar agreement. If Pickerington, within 30 days of receiving such notice from Violet Township of such a planned commercial development, advises Violet Township that it will enter into a JEDD with Violet Township pursuant to the terms of this Agreement, then Violet Township shall not negotiate with any other municipality regarding the creation of a JEDD for said territory and will enter into a JEDD with the City of Pickerington. If the City does not make such a commitment within the 30-day time period (or any extension thereof to which the parties agree) or if, for any reason the parties do not enter into a JEDD agreement, all remaining paragraphs of this Agreement, other than Section 1, shall remain in place. .
2. Annexation: The Parties agree to work jointly with regard to any commercial development occurring contiguous to the boundaries of Pickerington as follows:
- 2.1 Commercial Development: For any commercial development occurring contiguous to Pickerington, the Parties shall implement an annexation agreement.
 - 2.2 General Terms of Annexation Agreement: For any commercial annexation agreement that is executed, the Parties agree to share equally, through the use of service payments, all income tax proceeds generated within the annexation territory remaining after any initial administrative and legal expenses incurred in the creation of the annexation agreement.
 - 2.3 Tax Abatements and Incentives: Pickerington will not enter into any type of property tax abatement or income tax incentive in the annexation territory unless Violet Township consents to such abatement or incentive, which consent shall not be unreasonably withheld.
 - 2.4 Noncommercial Annexations: Only if Pickerington and Violet Township both agree that any given noncommercial annexation is in the best interest of the Parties and the community as a whole, and all property owners in said territory sign the annexation petition, may such noncommercial property be annexed by

Pickerington. Pickerington shall accept the annexation only if it is filed pursuant to R.C. 709.022.

- 2.5 Concurrence of Property Owners: The above-referenced future agreements are contingent upon concurrence of the property owners of the affected properties.
- 2.6 Unified Approach: The Parties agree that they will work in a unified direction and in no way work to influence a property owner or potential developers of the property against these future agreements.
- 2.7 Pickerington-Owned Property: The prohibitions in this Section 2 shall not apply to any property owned by Pickerington, currently or in the future, and Pickerington may annex such property without limitation.
- 2.8 Pending Annexations: The prohibitions in this Section 2 also shall not apply to any annexation petitions filed as of the date of execution of this Agreement.
3. Territory Outside JEDD and Annexation: For any commercial development occurring outside the JEDD and Annexation Territory representatives of the Parties shall meet to determine if some form of a cooperative economic development agreement can apply.
4. Boundaries: All boundaries defined in this Agreement shall be reviewed and can be adjusted with the mutual consent of the Parties within twenty-four (24) months of the signing of this Agreement.
5. Conforming Boundaries: During the term of this Agreement, Pickerington agrees that it will not conform its boundaries so as to remove incorporated territory from the Township, pursuant to R.C. 503.07.
6. Term: This Agreement shall remain in effect for a period of ten (10) years. During the final ninety (90) days of said term, the parties shall meet to determine whether they wish to extend the term of the Agreement.
7. Notices: 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. Enforcement: 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. Counterparts: This Agreement may be executed in several counterparts, which taken together shall constitute the Parties' Agreement.
10. Applicable Law: 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.
11. Entire Agreement: 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.
12. Assignment: 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.

Pickerington City Manager

Violet Township Board of Trustees

By _____ Date _____

By _____ Date _____

By _____ Date _____

By _____ Date _____