

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 shape 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. Joint Economic Development District. 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 as follows:
 - 1.1 New Commercial Development: For any new commercial development occurring within the incorporated and unincorporated boundaries of the Township (excluding any area north of Interstate 70 and within the existing CEDA with the Village of Canal Winchester), that is not within or contiguous to the boundaries of Pickerington, the Parties shall implement a Joint Economic Development District (JEDD) agreement.
 - 1.2 General Terms of JEDD: For any JEDD 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 income and property tax proceeds generated within the JEDD area remaining after any expenses, which include, but are not limited to, initial administrative and legal expenses of agreement creation, as well as annual administrative, marketing, maintenance, and infrastructure improvement of the agreement.
 - 1.3 Concurrence of Property Owners: The above-referenced future agreements are contingent upon concurrence of a majority of the property owners and/or business owners of the affected properties.

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- 1.4 Unified Approach: Both 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.
- 1.5 Pickerington Option to Participate. Pickerington shall not be bound by the commitments set forth in this Section 1 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 will notify the Township in writing within one hundred twenty (120) days of receiving notice of the new commercial development from the Township of its decision as to whether to participate with the Township on the commercial development. The Parties shall then negotiate an acceptable agreement setting forth the terms of the new commercial development.
2. General Terms of Annexation: For any annexation to which the Township does not object, Pickerington will make an annual payment to Violet Township equal to the amount of the Road and Bridge levy that would have normally been collected in that year in the area to be annexed. In addition, the City will make a payment to the Township of five percent (5%) of any income tax receipts from the commercial development in the annexed area.
3. Term: This Agreement shall remain in effect for a period of five (5) years and shall be automatically extended for two (2) successive five (5) year periods unless either Party terminates this Agreement within 90 days prior to the expiration of the current term or any extension term.
4. 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
5. 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

