

ORDINANCE C-37-01

AN ORDINANCE TO AUTHORIZE THE APPROVAL OF A
PRE-ANNEXATION AGREEMENT FOR THE WEYGANDT PROPERTY
LOCATED ON THE NORTHEAST CORNER OF DEMOREST AND BIG RUN ROADS

WHEREAS, the Weygandt's are the owners of 26.0± acre tract of land located east of Demorest Road and North of Big Run Road, in Jackson Township; and

WHEREAS, the Weygandt's and the City of Grove City desire that said property be annexed to the City for development and economic purposes; and

WHEREAS, the Weygandt's and the City of Grove City believe the annexation is best accomplished by the parties entering into a pre-annexation agreement to guide the parties on issues pertaining to zoning, utilities, sewer, water and police protection.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF GROVE CITY, STATE OF OHIO, THAT

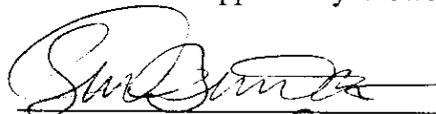
SECTION 1. The City Administrator is hereby authorized to sign the attached Exhibit "A" of this ordinance.

SECTION 2. This Ordinance shall take effect at the earliest opportunity allowed by law.

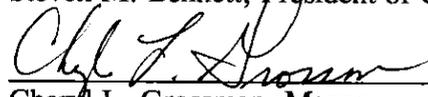
Passed: 6-18-01
Effective: 7-18-01

Attest:

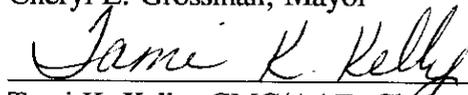
I Certify that this ordinance is correct as to form.



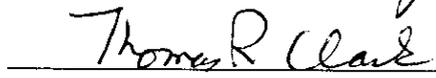
Steven M. Bennett, President of Council



Cheryl L. Grossman, Mayor



Tami K. Kelly, CMC/AAE, Clerk of Council



Thomas R. Clark, Director of Law

C-37-01
EXHIBIT "A"

ANNEXATION AGREEMENT

This Agreement is made and entered into this _____ day of _____, 2001, by and between the Barbara Weygandt, Eileen Weygandt & Thelma Deoring, the owners of the Property, (hereinafter referred to as 'the Weygandts'), and the City of Grove City, Ohio, an Ohio municipal corporation (hereinafter referred to as "Grove City").

RECITALS

WHEREAS, The Weygandts are the owners of a 26+/- acre tract of land located east of Demorest Road, north of Big Run South Road, being more fully described as outlined in Exhibit "A" attached hereto and incorporated herein (hereinafter referred to as the "Property"), and

WHEREAS, the property is located adjacent to and beyond the corporate boundaries of the present corporate boundaries of Grove City, and

WHEREAS, The Weygandts desire to develop the property if annexed to Grove City for a mixed use development which could include a single family subdivision, a multi-family housing development and /or an office/warehouse complex, which Grove City agrees is appropriate for the location within the City, and

WHEREAS, the property lies within the sanitary sewer area and water service area of Grove City, and

WHEREAS, The Weygandts desire to annex the property to Grove City in order to obtain municipal services, zoning and development incentives necessary to support the proposed uses, and

WHEREAS, Grove City desires to annex the Property in order to obtain and serve the economic potential of the Property for its citizens and residents,

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, and intending to be legally bound, the parties hereby agree as follows:

1. Annexation: The Weygandts are the owners of the Property described on Exhibit A attached hereto and incorporated herein. The Weygandts hereby agree to file with the Franklin County Commissioners a petition to annex the Property to Grove City pursuant to the provisions of the Ohio Revised Code Section 709.02 et seq.

- a. Grove City shall accept the annexation of the Property in the event the Franklin County Commissioners approve such petition.
- b. In the event of a legal challenge to the Commissioners' approval of the annexation or appeal of the Commissioners' disapproval of the annexation of the Property, Grove City shall, to the extent legally permissible, join in all initial legal proceedings as a party, in co-ordination with the Weygandts' counsel.
- c. Grove City agrees to pay all the costs associated with the annexation of the 26+/- acre tract to the municipality. Those costs shall include the drafting of the annexation description and plat, all public notice/advertising costs and attorney fees associated with annexing the property to the city.

2. Utilities: As a material inducement by Grove City to the Weygandts to annex the property to Grove City as provided above, Grove City agrees to provide municipal services to a mixed use development consisting of one, two or all three of the following uses; single family housing, multi-family housing and office uses as follows:

- a. Grove City shall provide the Weygandts or the property, adequate municipal water including fire pressure and flows from lines located near the area to be annexed to service the Property for the stated purposes. Grove City agrees to cooperate and work in conjunction with the engineering firm retained by the Weygandts for the inclusion of such water facilities as off-site improvements. Grove City shall work with the Weygandts to obtain any needed temporary and permanent easements necessary for the construction of the afore described extensions of water lines.
- b. Grove City shall provide to the Weygandts or the Property adequate municipal sanitary sewer from the appropriate lines located near the Property for the proposed uses. Grove City agrees to cooperate and work in conjunction with the engineering firm retained by the Weygandts for inclusion of such sewer facilities as off-site improvements. Grove City shall assist in obtaining all temporary and permanent easements necessary for the construction of the below described extension of sewers. Grove City shall permit an extension of a sanitary sewer line from its current end located approximately 3000 feet east of the subject site in Grove City. The sanitary sewer line can be extended across Big Run South Road to serve the acreage owned by the Weygandts on the east side of Demorest Road within the utility contract area. The extension shall be extended by the Weygandts as a part of the off-premise improvement costs but those costs may be offset by the City of Grove City upon later negotiation. The

Weygandts shall be responsible for on-site improvements associated with the installation of the utilities. Grove City shall assist with the preparation of the engineering plans(non monetary input) for the installation of the sanitary sewer line.

c. Grove City shall assist in supplying the engineering services(up to 55 hours of engineering services) for a request to remove those floodway fringe areas associated with the Baumgardner Ditch from the subject property with applications through both city and federal programs to allow for the future development of the property as detailed in this agreement. Grove City, if and when the reconstruction of Big Run South commences, also agrees to tile that portion of the Baumgardner Ditch(within the proposed city boundaries)that is impacted by the reconstruction and upgrade of Big Run South Road.

3. Zoning: As a material inducement by Grove City to the Weygandts to annex the Property to Grove City, Grove City agrees to rezone the Property upon request by the Weygandts after the approval of the annexation as follows:

a. Grove City agrees to rezone to a Single Family Residential District, a Multi-Family Residential District, a Commercial District or a Planned Industrial District, as will be determined by the Weygandts, with the review and consent of City Council, after the acceptance of the annexation by the City or as can be serviced by the City. The flexibility requested under this agreement is necessary due to the changing demands in the area for a variety of uses. If changes are made to the zoning code prior to the time the final plat is approved, Grove City agrees that the current representations in this agreement will apply to the development. Nothing contained within this agreement operates to preclude the Weygandts from filing the necessary rezoning application and following through with the proper steps proscribed under the zoning amendment process outlined in the Grove City Zoning Code to secure the desired zoning category for the Property.

b. Grove City agrees that the Weygandts have three(3) years from the acceptance of the annexation petition by the City in order to file a rezoning application that could include a Single Family Residential District, a Multi-Family Residential District, a Commercial District and/or an Industrial District, singly, or a combination of two, three or all four of the districts on the site.

4. Assignment: The Weygandts may assign the benefits of this Agreement to, and delegate its obligations hereunder to any person, partnership, or corporation which is a successor, or owner of the Property or any part thereof with the approval of the City Council of Grove City, which approval shall not be unreasonably withheld.

6. Council Action: The Foregoing obligations of and agreement by the City of Grove City contained herein shall be effective and enforceable upon the approval of all necessary legislation and/or motions by Council.

7. Amendments: This Agreement may be amended, modified or changed only by a writing properly executed by both parties.

IN WITNESS WHEREOF, the undersigned have set their hands to duplicates hereof, on the day and year first above written.

Signed and acknowledged
in the presenceof:

Witness

Thelma Deoring

Print Name _____

Witness

Print Name _____

Witness

Barbara Weygandt

Print Name _____

Witness

Print Name _____

Witness

Eileen Weygandt

Print Name _____

Witness

Print Name _____

CITY OF GROVE CITY, OHIO
an Ohio municipal corporation

By: _____

Its: _____

Witness
Print Name _____

Witness
Print Name _____

STATE OF OHIO
COUNTY OF FRANKLIN: SS

Before me a Notary Public personally came Thelma Deoring who acknowledged the foregoing Agreement as her voluntary act and deed on behalf of herself as part owner.

In witness whereof I have subscribed my name and affixed my seal on this _____ day
of _____ 2001.

Notary Public

STATE OF OHIO
COUNTY OF FRANKLIN: SS

Before me a Notary Public personally came Barbara Weygandt who acknowledged the foregoing Agreement as her voluntary act on behalf of herself as owner.

In Witness whereof I have subscribed ny name and affixed my seal on this _____ day
of _____ 20001.
