

PRE-ANNEXATION AGREEMENT

This Pre-Annexation Agreement (the "Agreement") is made and entered into this _____ day of _____, 2020, by and between Breagha Plana II, LLC (hereinafter the "Landowner"), Redwood USA LLC, an Ohio limited liability company, or its assigns (hereinafter the "Developer"), and the City of Powell, Ohio, an Ohio municipal corporation organized and existing under the Constitution and laws of the State of Ohio and its municipal charter (hereinafter the "City") ("Landowner, Developer and City are together the "Parties"), under the circumstances summarized in the following recitals.

BACKGROUND:

- A. Landowner is the record owner of approximately 70.069 +/- acres of land south of Home Road, between the CSX railroad tracks to the west and Liberty Road to the east (which land is depicted on Exhibit A and referred to herein as the "Property"); and
- B. The Property itself consists of four (4) parcels:
1. Two (2) to the south in the City, referred to hereafter as the "Powell Parcels", currently zoned as Planned Industrial District, consisting of:
 - i. 9.556 acres commonly known by Delaware County Auditor's parcel identification number ("PIN") 31924001005001; and
 - ii. 25.248 acres commonly known by PIN 31924001068004; and
 2. Two (2) to the north in Liberty Township, referred to hereafter as the "Township Parcels", currently zoned as Industrial District, consisting of:
 - i. 21.516 acres commonly known by PIN 31924001004000, and
 - ii. 13.749 acres commonly known by PIN 31924001005000

- C. The Property provides the City with a growth corridor to the north that the City would not otherwise have; and
 - D. Landowner is in a contractual relationship with Developer, which would prefer to purchase, rezone, and develop the entire Property within the City; and
 - E. The Township Parcels would benefit from certain City services, including in particular police protection; and
 - F. Landowner and Developer desire formal rezoning of both the Powell Parcels and Township Parcels as part of an overall development plan for the entire Property ("Property Development Plan", defined in greater detail below), and will refile an annexation petition for the Township Parcels concurrently with filing the Property Development Plan with the City; and
 - G. The City is capable of providing and hereby agrees to offer its municipal services to the Township Parcels if the Landowner annexes the Township Parcels into the City; and
 - H. The Parties agree that it is in their mutual interest to enter into this Agreement for the annexation, rezoning and development of the Powell Parcels and Township Parcels as part of an overall Property Development Plan, and that the Landowner can seek detachment under Ohio Revised Code ("ORC") Section 709.38 if the City does not grant the requested rezoning.
 - I. The Olentangy Local School District Board of Education has entered into an access agreement with the Developer, complete with an approved form of easement for recording.
- Exhibit B.

NOW THEREFORE, in consideration of the covenants and agreements contained herein, including the background recitals from above, the Parties covenant and agree as follows:

Section 1. Annexation Petitions and Related Approvals.

A. **Petition(s) for Annexation; Annexation.** The Landowner shall re-file its annexation petition, map, legal description and other related information, as may be required by the ORC, to annex the Township Parcels, but not including any of the road right-of-way of Home Road (County Road 124) to the City, the legal description of which is attached hereto as Exhibit A-1. The annexation process shall be an "Expedited Type II" annexation as provided in ORC Section 709.023. Landowner agrees that it will execute any necessary annexation petition, as appropriate, and will execute any other documents reasonably necessary to effectuate the annexation as may be required by law at its cost and expense. The annexation petition shall appoint Andrew Wecker, Esq., as the petitioner's agent and may be filed solely with respect to the Township Parcels or may be filed as a joint annexation petition with other parcels so long as all other parcels so joined are supported by one hundred percent (100%) of the owners of each parcel and the joinder of any such additional parcels will in no way affect the agreements of the parties memorialized in this Agreement or the Property Development Plan. The petition will be filed with the Commissioners. Landowner and Developer agree that all costs and expenses in petitioning for the annexation will be borne by Developer. Should the City desire for its own attorney and/or other outside contractors to represent its interests with regard to the annexation petition, those costs will be borne by City. Landowner further agrees that it will continue to support the annexation to the City throughout the process, including any appeal or court action, at no further expense to City, unless the City desires to retain its own attorneys; provided, however, Landowner's continued cooperation in the annexation of the Township Parcels shall be subject to and conditioned upon the City's performance of its duties and obligations as memorialized in this Agreement.

B. City Service Resolution. Pursuant to and in accordance with the ORC, the City agrees to enact, prior to twenty (20) days after the date of filing the annexation petition(s) with the Commissioners, the appropriate Service Resolution stating the services that will be provided to the Township Parcels upon annexation. The Service Resolution, once adopted, shall be immediately certified and filed with the Clerk of the Commissioners.

C. Development Considerations. The Powell Parcels are currently zoned under the City zoning ordinance for industrial uses. The intended use of the entire Property (including the Township Parcels) by the Landowner and Developer is that of a Planned Commercial District (PC) under the Powell Zoning Ordinance to include a multifamily rental community and an assisted living facility, skilled nursing facility, memory care facility, medical or medical related offices, professional offices, general offices, and/or similar facility, which may be referred to elsewhere in this document as the Property Development Plan. Landowner and Developer propose the Property Development Plan for the Powell Parcels and Township Parcels attached hereto as Exhibit C, that includes, but is not limited to, three hundred thirty-one (331) multi-family dwelling units and a density of 5.71± dwelling units per acre and incorporated herein by reference, together with an assisted living facility, skilled nursing facility, memory care facility, medical or medical related offices, professional offices, general offices, and/or similar facility on approximately twelve (12) acres.

Upon filing of an application to rezone the Property under the Powell Zoning Code, Council intends to enact legislation formally referring such application to the Powell Planning and Zoning Commission for its review and consideration in accordance with the applicable provisions of the Codified Ordinances. Such review and consideration shall occur during the pendency of the annexation process. The City's planning staff and administration agree that, if

the rezoning application and accompanying preliminary development plan is generally consistent with Exhibit C attached hereto, and with three hundred thirty-one (331) multi-family dwelling units and a density of 5.71± dwelling units per acre and incorporated herein by reference, together with an approximately twelve (12) acre assisted living facility, skilled nursing facility, memory care facility, medical or medical related offices, professional offices, general offices, and/or similar facility, as described above, City staff and administration will professionally review and timely process the application to rezone both the Township Parcels and Powell Parcels to a Planned Commercial (PC) Zoning District, with the aforementioned uses as permitted uses.

After the annexation petition has been approved by the Commissioners, a copy of the record is filed with the Clerk of the City and laid before Council, the City understands it has one hundred twenty (120) days to accept the annexation (ORC Section 709.04).

At the request of the Landowner or the Developer, the City agrees to delay acceptance of the annexation until legislative approval of the rezoning of both the Township Parcels and Powell Parcels can be accomplished contemporaneously with the acceptance of the re-filed annexation. If, for some reason, the rezoning ordinance cannot be approved in a form or substance acceptable to Developer and/or the Landowner, the City agrees, at the request of Developer and/or the Landowner, in the sole and absolute discretion of either the Developer or Landowner, to permit the Landowner to withdraw the petition to annex the Township Parcels to the City and/or to forbear from acceptance of the annexation by allowing the 120-day period to expire, thus effectively rejecting the annexation of the Township Parcels.

If the City's acceptance and approval of the annexation (after the City's initial passage of a service ordinance) occurs prior to or other than concurrently with the legislative approval of the

rezoning, and the rezoning is subsequently not approved in accordance with Exhibit C, or consistent with three hundred thirty-one (331) multi-family dwelling units and a density of 5.71± dwelling units per acre and incorporated herein by reference, together with approximately twelve (12) acres of assisted living facility, skilled nursing facility, memory care facility, medical or medical related offices, professional offices, general offices, and/or similar facility, as described above (or as it may be modified acceptably to Developer), or is referred to a vote of the electorate, or a building, utility, or any access moratorium is enacted which would limit Landowner's use of the Township Parcels, or similar action is taken by the City, Delaware County, Liberty Township, or any other property owner that creates a lack of services to the Property, or if all governmental approvals, including but not limited to Federal, State of Ohio, Delaware County, and City government engineering approvals are not finalized within sixty (60) days after Council's acceptance of a Property Development Plan substantially similar to Exhibit C and consistent with the density described above, or Developer is unable to close on the Property with the Landowner, or Developer is unable to receive a construction loan, the City agrees, at the request of the Developer and/or the Landowner, in the sole and absolute discretion of either the Developer or Landowner: (i) to reconsider the ordinance accepting the annexation, and to rescind, repeal and reject the annexation approval within fourteen (14) days of any of the above described events occurring, and receipt of the request of Developer; and/or (ii) to detach the Township Parcels from the City and not oppose any owner's petition to detach its part of the Township Parcels from the City, as permitted under ORC Section 709.38.

D. Approval and Permit Regulation.

(i) **Compliance Statement.** Nothing in this Agreement shall exempt the parties hereto from the zoning, development plan and subdivision platting processes of

City. The execution and delivery of this Agreement shall not serve as a variance of the zoning, development plan and platting process mandated by the Codified Ordinances and the Subdivision Regulations of City, but will serve as a preliminary understanding and guide for the proposed zoning and development of the Property.

(ii) **Council Action.** The obligations of and agreements by the City contained herein shall be effective and enforceable upon, and subject to, the approval of all necessary legislation and/or motions by Council. It is acknowledged that the initial legislation approving this Agreement is merely the first in a series of legislative acts implementing this Agreement (a “Council Action”). All subsequent Council Actions implementing this Agreement shall be considered to be in furtherance of this Council Action.

(iii) **Permits.** Developer will obtain all necessary permits from all levels of government to allow Developer to build and develop the Powell Parcels (and eventually the entire Property) consistent with its intended use.

(iv) **Replatting and Other.** City will cooperate with Developer to cause the Powell Parcels to be replatted from the currently effective plat, if any, to permit the development of the Powell Parcels generally in accordance with Exhibit C. The City agrees to allow the stormwater management for the Property to be designed to Delaware County Engineer’s Office regulations of 100-year post-development peak discharge released at the 2-year predevelopment peak discharge rate. All other stormwater design regulations (excepting that of the stormwater release rate as described above) as set forth in Chapter 1111.05 of the Codified Ordinances for private storm sewers shall govern.

Stormwater post-construction management BMPs shall be designed in accordance with the current Ohio EPA General Construction Permit.

E. Tax Increment Financing. The Parties agree that City may hereafter determine to:

(i) create one or more tax increment financing areas ("*TIF Area*" or "*TIF Areas*"), which areas may include the Property,

(ii) declare that the Improvement (as defined in Ohio Revised Code 5709.40) is a public purpose and that a certain portion of that Improvement be declared exempt from taxation for a certain period of time; and

(iii) provide for owner(s) of the Property, and any successors and assigns, to make service payment in lieu of taxes (the "*TIF Pilots*") with respect to the real property included within a given TIF Area, which area may include the Property.

A list of the TIF Areas, together with their commencement and duration, contemplated by and among the City, Landowner and Developer is attached hereto as Exhibit D.

A list of the Improvements contemplated by and among the City, Landowner and Developer is attached hereto as Exhibit E.

Landowner and Developer each agree that if City determines to create one or more TIF Area on the Property, then each such Party shall consent to and agree to reasonably cooperate with City to create such a TIF Area on the Property. The Parties further agree that if one or more TIF Area is created, then the revenues received by the City from the TIF Pilots (the "*TIF Revenues*") shall be used by the City to pay the costs of public infrastructure improvements which shall hereafter be designated by the City in

its sole discretion as benefitting the TIF Area and for any other lawful purpose (which may include payments to the applicable school districts). The Parties agree that unless otherwise agreed to in writing by City, no City monies (other than TIF Revenues as may be used as described above) shall be required to be used to pay the costs of any public infrastructure improvements required to be constructed/installed to serve the Property.

Section 2. **Miscellaneous**

A. **Intent of Parties.** This Agreement shall be binding upon the Parties and their respective successors and/or assigns, and by execution hereof, all Parties represent that they are duly authorized to sign it. By passage of Ordinance No. _____ on _____, the City authorized the execution of this Agreement.

B. **Cancellation or Termination.** This Agreement may be cancelled or otherwise terminated by mutual written agreement of the Parties or pursuant to the terms of this Agreement as to conflict in law, impracticality and/or acts of God.

C. **Remedies.** Except as otherwise limited by Chapter 2744 of the Ohio Revised Code as to action for or against the City, the Parties shall be afforded and do possess the right to seek every remedy available at law or in equity provided for under the laws of the State of Ohio as pertains to the terms and conditions, duties, obligations, privileges and rights of this Agreement and the enforcement thereof.

D. **Enforcement.** Unless this Agreement is cancelled or otherwise terminated, this Agreement will be enforceable against any party hereto per the laws, ordinances, resolutions, regulations or policies in effect at the time of the execution of this Agreement.

F. **Assignment of Agreement.** Developer may assign this Agreement, or any part thereof or any duty, obligation, privilege or right granted under this Agreement to any newly

formed entity of which Developer is a member, Developer's members are members, or to any affiliated entity of which Developer is a member or Developer's members are members.

G. Relative Rights. The rights and obligations of the Parties shall be subject to the terms and conditions hereof, and will inure to the benefit of, and be binding on, the respective successors and assigns.

H. Entire Agreement; Merger Clause; Statement of Incorporation. It is agreed that the Agreement merges all of the oral negotiations, representations, discussions and understandings between the Parties, their legal counsel, agents or representatives. This Agreement contains the entire agreement of the Parties with respect to its subject matter. All documents related to this Agreement and/or attached hereto as exhibits or addendums shall be incorporated into this Agreement by reference as if fully set out at length herein.

I. Severability. If any clause, sentence, paragraph or part of this Agreement shall, for any reason, be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair, or invalidate the remainder of this Agreement and the remainder of said Agreement shall continue in full force or effect.

J. Cooperation. The City will cooperate with Landowner to obtain any required and/or necessary permit from any government or governmental agency not a party to this Agreement.

K. Modifications or Amendment of Agreement. No modifications, amendments, alterations or additions shall be made to this Agreement except in a writing signed by all Parties hereto.

L. Recitals. The Parties acknowledge and agree that the facts and circumstances as described in the Background hereto are an integral part of this Agreement and as such are incorporated herein by reference.

M. Executed Counterparts. This Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same agreement. It shall not be necessary in proving this Agreement to produce or account for more than one of those counterparts.

N. Captions. The captions and headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

O. Survival of Representations and Warranties. All representations and warranties of Landowner, Developer, and the City in this Agreement shall survive the execution and delivery of this Agreement.

P. Effective Date. This Agreement shall be effective when signed by all the Parties.

Q. Time. Time shall be of the essence in doing and performing all things to be done under the terms of this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives this ____ day of _____, 2020.

CITY OF POWELL, OHIO

By: _____

Printed: Andrew White

Title: City Manager

LANDOWNER
BREAGHA PLANA II, LLC

By: _____
J. Steel Hutchinson, Member

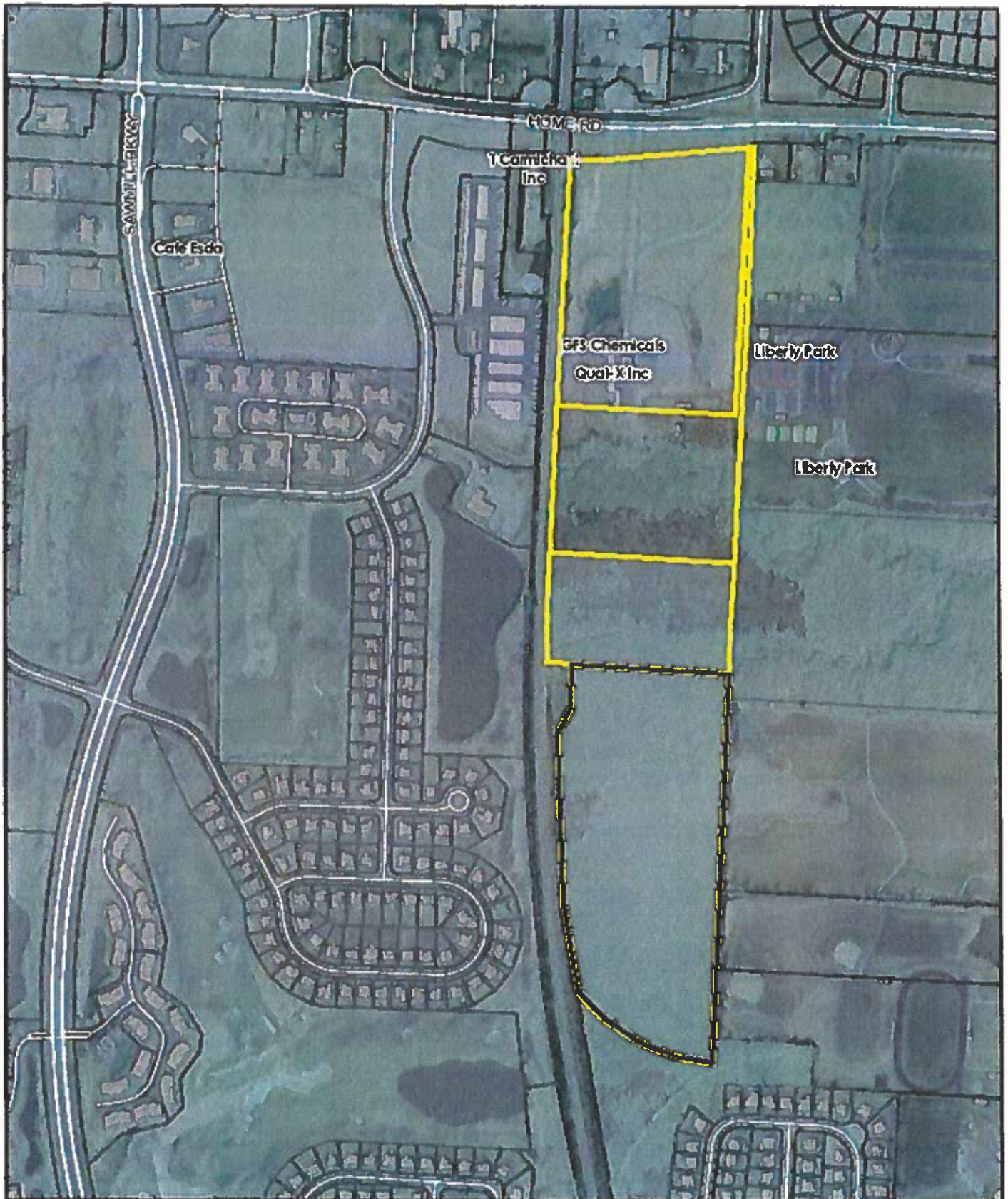
DEVELOPER
REDWOOD USA LLC, AN OHIO
LIMITED LIABILITY CORPORATION

By: _____
David Conwill, Authorized Member

INDEX OF EXHIBITS

- A. Depiction of the Property (70.069 Acres)
- A-1. Description of Township Parcels (to be annexed)
- B. Access Agreement with Olentangy Local School District
- C. Development Plan
- D. TIF Areas
- E. List of Improvements

Exhibit A. Depiction of the Property (70.069 Acres)



Breagha Plana II, LLC - 70.069 acres



Delaware County Auditor
George Katsas

Information contained within this map may be used to generally locate, identify and inventory land parcels within Delaware County. Delaware County cannot warrant or guarantee the information contained herein, including, but not limited to its accuracy or completeness. The map parcel lines shown are approximate and this information cannot be constructed or used as a "legal description" of a parcel. Flood Plain information is obtained from FEMA and is administered by the Delaware County Building Department (740-833-2201). Please report any errors or omissions to the Delaware County Auditor's office at delcogis@co.delaware.oh.us.

Prepared by: Delaware County Auditor's GIS Office

Printed on 11/21/2019



Exhibit A-1. Description of Township Parcels (to be annexed)

**DESCRIPTION FOR A 35.336 ACRE ANNEXATION
FROM LIBERTY TOWNSHIP TO CITY OF POWELL**

Situated in the State of Ohio, County of Delaware, Township of Liberty, being in Farm Lot 2, Section 2, Township 3 North, Range 19 West of the United States Military Lands, being,

- All of that 21.587 acre tract as described in deed to **Breagha Plana II, LLC, an Ohio limited liability company**, recorded in Official Record volume 1084, page 393, (all records referenced herein are to the Delaware County Recorder's Office, unless otherwise stated), being known as Delaware County Auditor's number 319-240-01-004-000.
- All of that 13.749 acre tract as described in a deed to **Breagha Plana II, LLC, an Ohio limited liability company**, recorded in Official Record volume 1084, page 393, being known as Delaware County Auditor's number 319-240-01-005-000.

and being more particularly described as follows.

COMMENCING for reference at the northwest corner of Farm Lot 14, and in the asset line of the said Farm Lot 2, and being the east line of the said Section 2, and being the northeast corner of a 3.484 acre right-of-way taking known as 21-WDV as shown in the plan set DEL-CR124-4.11 on record with the Delaware County Engineer's Office as conveyed to Board of Commissioners of Delaware County, Ohio by the instrument conveyed as Official Record volume 952, page 672, and being the northwest corner of the Clay C. Darnell Subdivision as shown in Plat Book volume 5, page 79;

Thence along the said westerly line of Farm Lot 14, the westerly line of the said Clay C. Darnell Subdivision, the said easterly line of Farm Lot 2, the said easterly line of Section 2, and the said easterly line of the 21-WDV tract, South 02 degrees 19 minutes 00 seconds West for a distance of 122.74 feet to the southeast corner of the said 21-WDV tract, being the northeast corner of 21.587 acre tract, and being the northwest corner of parcel conveyed to Board of Trustees of Liberty Township by the instrument filed as Deed Book volume 496, page 199, and being on the southerly right-of-way line of Home Road (Varied Width), and being the true **POINT OF BEGINNING** of the parcel herein described;

Thence along the easterly line of the said 21.587 acre tract and said 13.749 acre tract, the westerly line of the said Board of Trustees of Liberty Township tract, the said easterly line of Farm Lot 2, the said easterly line of Section 2, the said westerly line of Farm Lot 14, the westerly line of Section 1, the westerly lines of Farm Lots 15 and 16, South 02 degrees 19 minutes 00 seconds West for a distance of 1,890.25 feet to the southeast corner of the said 13.749 acre tract, the northeast corner of a 9.556 acre tract as conveyed to Breagha Plana II, LLC, an Ohio limited liability company by the instrument filed as Official Record volume 1084, page 393, and being on the existing northerly corporation line of a 9.556 acre tract annexed to City of Powell, Ohio, by Ordinance No. 2005-43 (08-16-2005), Resolution No. 05-773 as filed in Instrument Number 200500041967;

Thence along the said northerly corporation line, the southerly line of the said 13.749 acre tract, and the northerly line of the said 9.556 acre tract, North 87 degrees 29 minutes 09 seconds West for a distance of 842.53 feet to the southwest corner of the said 13.749 acre tract, the northeast corner of the said 9.556 acre tract, the northeast corner of the said existing corporation line, and on the easterly right-of-way line of CSX Transportation Inc.;

Thence along the westerly line of the said 13.749 acre tract, the westerly line of a said 21.587 acre tract, and the said easterly right-of-way line of CSX Transportation Inc., North 02 degrees 19 minutes 00 seconds East for a distance of 1784.53 feet, to the northwest corner of the said 21.587 acre tract, being the southwest corner of the said 21-WDV tract and being on the said southerly right-of-way line of Home Road;

Thence along the northerly line of the said 21.587 acre tract, the southerly line of the said 21-WDV tract, and the said southerly right-of-way line of Home Road; South 87 degrees 31 minutes 03 seconds East for a distance of 134.55 feet to an angle point;

Thence continuing along the last described line, North 84 degrees 01 minutes 25 seconds East for a distance of 715.46 feet to the **TRUE POINT OF BEGINNING** for this description.

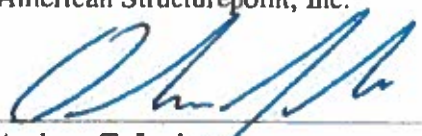
The above description contains a total area of 35.336 acres (0.000 of which are within the present road occupied), of which:

- 21.587 acres is all of PID# 319-240-01-004-000
- 13.749 acres is all of PID# 319-240-01-005-000

Bearing described herein are based on the east line of Farm Lot 2, of Section 2, Range 19, Township 3, Liberty Township, being South 02 degrees 19 minutes 00 seconds West, as referenced in the deed filed as Official Record volume 1084, Page 393 on file in the records of Delaware County, Ohio.

This description was prepared by Andrew T. Jordan, Registered Professional Surveyor Number 8759.

American Structurepoint, Inc.


Andrew T. Jordan
Registered Professional Surveyor No. 8759



04-22-2019
Date



Exhibit B. Access Agreement with Olentangy Local School District

AGREEMENT

This AGREEMENT (this "Agreement") is made as of _____ 2019, by and between Redwood USA LLC, an Ohio limited liability company, or its assignee ("Redwood") and the Board of Education of the Olentangy Local School District ("Olentangy").

BACKGROUND

- A. Olentangy owns certain real property commonly known as Olentangy Liberty Middle School ("Middle School") and located in Liberty Township, Delaware County, Ohio, and more particularly described on **Exhibit A** attached to this Agreement ("Olentangy Property").
- B. Redwood has under contract with the current record owner, Breagha Plana II, LLC ("Breagha"), certain real property adjacent to and west of Olentangy Property and more particularly described on **Exhibit B** attached to this Agreement ("Breagha Property").
- C. In return for Redwood providing certain public improvements to the Middle School, Olentangy is willing to grant an easement to Redwood from the Breagha Property east to Liberty Road. This easement is in an area not need for school purposes.
- D. Redwood and Olentangy desire to enter into this Agreement to create a perpetual easement over Olentangy Property to benefit Breagha Property.

AGREEMENT

For valuable consideration, the receipt and sufficiency of which is acknowledged, Redwood and Olentangy agree as follows:

- 1. Subject to sections 2, through 5 below, Olentangy shall convey to Redwood an executed easement in recordable form (whether in counterpart or executed jointly on behalf of Redwood, with notary public acknowledgements), the form of which shall be the same or substantially the same as the attached **Exhibit C** ("Easement"), with the conceptual easement area depicted more or less as shown on attached **Exhibit D**.
- 2. The parties' obligations hereunder are specifically contingent upon Redwood successfully working with Breagha to annex, rezone and close on its acquisition with the conveyance of record ownership from Breagha to Redwood. Upon written notice by Redwood to Olentangy's Director of Business Management and Facilities (or the equivalent individual at the time of the written notice) that the contingencies have been met to the parties' mutual satisfaction, Olentangy shall then deliver the easement to a mutually selected escrow agent within ten (10) days of the date of Redwood's written notice. The notice itself shall be by U.S. certified mail, return receipt requested or hand delivery by a third-party courier service, FedEx or UPS and providing written confirmation of delivery.

3. After Olentangy's delivery of the easement to a mutually selected escrow agent, Redwood shall build a total of four (4) dugouts at two ball diamonds (whether baseball or softball) designated by Olentangy and at a time mutually agreeable to both Olentangy and Redwood, but in no event shall Redwood be required to commence construction of the dugouts before Redwood has commenced construction of the first phase or phase I of its intended development and vertical construction of the Breagha Property. When it builds the dugouts, Redwood and its agents, employees and contractors will consult with Olentangy to ensure that the dugouts satisfy all applicable legal requirements. Redwood shall use all commercially reasonable efforts to minimize interference with Olentangy's use of its premises during its construction of the dugouts. Redwood shall use its best efforts to protect trees and minimize any damage to Olentangy's premises. As soon as practicable after building the dugouts, Redwood shall at its own cost, remedy any damage occurring on Olentangy's premises. Specifically, Redwood shall, at its sole expense, restore the premises to its prior existing condition. This shall include without limitation returning the premises to its former grade and condition, restoring any trees, landscaping, driveways or pedestrian paths to a condition substantially equal to the condition existing prior to building the dugouts. Redwood also shall maintain an insurance policy covering its work to build the dugouts, and it shall name Olentangy as an additional insured on its policy. In entering this Agreement, Redwood donates the dugouts to Olentangy and the Olentangy accepts this donation without need for further action by the Board of Education.
4. Once Redwood has completed the four (4) dugouts at both ball diamonds to Olentangy's reasonable satisfaction and the dugouts have been unconditionally approved for use and occupancy by any and all jurisdictional state and/or local building inspection authorities, within ten (10) days of written notice by either Olentangy or Redwood of said governmental approval, the escrow agent shall either file the easement with the Delaware County Recorder or deliver it to Redwood for recording. Redwood shall pay all recording costs.
5. If Redwood does not satisfy the conditions set forth in sections 2 through 4 of this Agreement within twelve (12) months after it receives zoning approval and closes on the Breagha Property, this Agreement (including the escrowed easement referenced herein) shall be null and void in its entirety.

As of the date of this Agreement, the name and contact information of Olentangy's Director of Business Management and Facilities is:

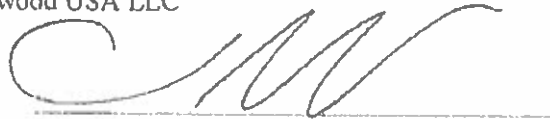
Jeff Gordon
Director, Business Management and Facilities
Olentangy Local School District
7840 Graphics Way
Lewis Center, OH 43035
Phone: (740) 657-4025
Email: (740) 657-4025

6. Separately from the dugouts in section 3 above, and subject to Olentangy's written consent, Redwood may complete improvements in the easement area concurrent with its development

program for the Breagha Property, which is expected to occur during a later phase in the project after the first phase or phase I area immediately to the south of Home Road is developed and improved.

Redwood USA LLC

By



David Carroll, Authorized Manager
Printed Name and Title

Board of Education of the Olentangy Local
School District

By



Kevin O'Brien, President
Printed Name and Title

List of Exhibits:

Exhibit A - Legal Description of Olentangy Property

Exhibit B - Legal Description of Breagha Property

Exhibit C - Suggested form of EMERGENCY ACCESS EASEMENT AGREEMENT (without exhibits, but see Exhibits A and B above for reference)

Exhibit D - Conceptual Easement Area

C:\Data Clients\Business Entities\Q-B\Redwood Living, Inc-101.70 Acres 3011 Home Road & South Olentangy - Emergency Access Easement\From Ol SD legal counsel Clean - Agreement OLSD-Redwood - AW 10-30-2019.docx

EXHIBIT "A" FOR D 99050169 C

Description of a 28.094 acre tract of land, north of Powell, Ohio, west of County Road No. 9, in Liberty Township, County of Delaware, State of Ohio.

Situated in the State of Ohio, County of Delaware, and Township of Liberty, being part of Lot 18, Section 1, Township 3, Range 19, United States Military Lands, containing 28.094 acres of land, more or less, being out of 49.164 acres of land as described to Mary T. Monska et al from the Vella V. Arndt Estate in Delaware County, State of Ohio; said 28.094 acres being more particularly described as follows:

Beginning at a railroad spike found at the intersection of the southerly line of said Lot 18 with the centerline of County Road No. 9 (Liberty Road), said spike being the northeasterly corner of C.B. & A.M. Marquette's land as recorded in Deed Book 227, Pages 606 and 607, Recorder's Office, Delaware County, Ohio, and being the true point of beginning;

thence N. 88 deg. 50' 05" W. along the southerly line of Lot 18, being the northerly line of Lot 19 of said C.B. & A.M. Marquette's land, a distance of 2107.89 feet to an iron pin;

thence N. 00 deg. 36' 17" E. along the easterly line of the Chesapeake and Ohio (C & O) Railroad's 2.00 acre tract as described in Deed Book 167, Page 222, a distance of 190.00 feet to an iron corner post;

thence N. 88 deg. 06' 43" W. along the northerly line of said C & O Railroad's 2.00 acre tract, a distance of 460.00 feet to an iron pin;

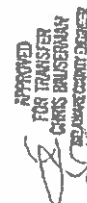
thence N. 00 deg. 12' 50" E. along the easterly line of C & O Railroad's land as recorded in Deed Book 199, Page 38, a distance of 311.50 feet to an iron pin;

thence S. 89 deg. 00' 00" E. a distance of 2570.40 feet to a railroad spike in the center of County Road No. 9 (Liberty Road);

thence S. 00 deg. 39' 53" W. with the centerline of County Road No. 9 (Liberty Road), a distance of 514.69 feet (passing over a railroad spike at 12.44 feet and 262.44 feet) to the true point of beginning and containing 28.094 acres of land, more or less.

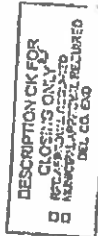
Subject to all rights-of-way, easements and restrictions, if any, of previous record.

Description prepared by Vernon A. Rybski, Registered Surveyor No. 4041.



Situated in the State of Ohio, County of Delaware, and Township of Liberty, being part of Lot 18, Section 1, Township 3, Range 19, United States Military Lands, containing 21.070 acres of land, more or less, being out of 49.164 acres of land as described to Mary T. Monska et al from the Vella V. Arndt Estate in Delaware County, State of Ohio; said 21.070 acres being more particularly described as follows:

Beginning at a railroad spike found at the intersection of the northerly line of said Lot 18 with the centerline of County Road No. 9 (Liberty Road), said spike being the southeasterly corner of University Court Incorporated's Lands recorded in Deed Book 382, Page 542, Recorder's Office, Delaware County, Ohio, and being the true point of beginning; thence from said true point of beginning S. 00 deg. 39' 53" W. with the centerline of County Road No. 9 (Liberty Road), a distance of 356.88 feet to a railroad spike; thence N. 89 deg. 00' 00" W. a distance of 2570.40 feet to an iron pin; thence N. 00 deg. 12' 50" E. along the easterly line of Chesapeake and Ohio (C & O) Railroad's land as recorded in Deed Book 199, Page 38, a distance of 356.91 feet to an iron pin; thence S. 89 deg. 00' 00" E. along the southerly line of Lot 17, land owned by University Court incorporated, a distance of 2573.21 feet to the true point of beginning and containing 21.070 acres of land, more or less.



APPROVED
FOR TRANSFER
CHRIS BAUSERMAN
DELAWARE COUNTY ENGINEER
7-13-99

Provisions contained in any deed or other instrument for the conveyance of a dwelling which restrict the sale, rental or use of the property because of race or color are invalid under federal law and are unenforceable.

EXHIBIT A

Legal Description

Parcel I

Situated in the Township of Liberty, County of Delaware and State of Ohio, and bounded and described as follows:

Being in Range 19, Township 3, Section 2, part of Lot 2, U.S. Military Lands. Beginning at a p.k. spike at the intersection of the centerline of Delaware County Road, No. 124 and the East line of Section 2, thence S. 2° 19' W. along the section line 1335.20 feet to an iron pipe, passing over an iron pipe at 30.00 feet; thence N. 87° 40' W. 25.00 feet to an iron pipe (found); thence N. 2° 19' E. 1335.20 feet to a R.R. Spike on the centerline of Delaware County Rd. No. 124 passing over an iron pipe (found) at 1305.20 feet; thence S. 87° 40' E. along the center line of said County Rd. 25.00 feet to the point of beginning, containing 0.766 acres, be the same more or less, but subject to all legal highways.

Parcel II

Situated in the Township of Liberty, County of Delaware and State of Ohio, and bounded and described as follows:

Being in Range 19, Township 3, Section 2, part of Lot 2, U.S. Military Lands. Beginning at an iron pipe (found) on the easterly right-of-way line of the Chesapeake and Ohio Railroad, said iron pipe being S. 2° 09' W. 1335.20 feet from the point of intersection with centerline of Delaware County Rd. No. 124 and the easterly right-of-way line of the C&O Railroad; thence S. 87° 40' E. 838.74 feet to an iron pipe on the East line of Section 2, passing over an iron pipe at 813.74 feet; thence S. 2° 19' W. along the easterly line of Section 2, 1177.79 feet to a post, passing over a stone at 421.64 feet; thence N. 87° 44' W. 824.37 feet to a steel post on the easterly right-of-way line of the C&O Railroad; thence along the easterly right-of-way line of said railroad with a 0° 30' curve to the right which the long chord bears N. 0° 50' 30" E. 503.08 feet, an arc distance of 504.11 feet to an iron bolt to the point of tangency; thence N. 2° 09' E. 677.35 feet to the point of beginning, containing 22.61 acres, be the same more or less, but subject to all legal highways.

Parcel III

Situated in the State of Ohio, County of Delaware and Township of Liberty. Being in Range 19, Township 3, Section 2, and part of Lot 2, U.S. Military Lands:

Beginning at a railroad spike set on the centerline of County Road No. 124, known as the G.I.H. and Columbus Road; said point of beginning bears North 87 degrees, 40' West 25.00 feet from the point of intersection of the centerline of County Road No. 124 and the section line between sections 2 and 1; thence South 2 degrees, 10' West parallel with the section line, 1335.20 feet to an iron pipe, passing over an iron pipe at 30.00 feet; thence North 87 degrees, 40' West 813.74 feet to an iron pipe

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DESCRIPTION APPROVED
FOR TRANSFER
Chris Bauserman
Delaware County Engineer

set on the right-of-way line of the Chesapeake and Ohio Railroad; thence North 2 degrees 09' East along the said East right-of-way line, 1335.20 feet to a railroad spike set on the centerline of County Road No. 124, passing over an iron pipe at 1305.20 feet; thence South 87 degrees 40' East along the centerline of County Road No. 124, 817.53 feet to the point of beginning, containing 25.00 acres of land, be the same more or less, but subject to all legal highways.

Parcel IV

Situated in the State of Ohio, County of Delaware, City of Powell, located in Farm Lot 1, Section 2, Township 3 North, Range 19 West, United States Military Lands, and being part of a 40.636 acre tract conveyed to M/I Homes of Central Ohio LLC, as recorded in Official Record Volume 428, Page 1362, Delaware County Recorder's Office, and being more particularly described as follows:

Beginning, for reference, at a railroad spike found at the intersection of centerline of Rutherford Road (T.R. 122) with the east line of the CSX Transportation, Inc., marking the southwest corner of said 40.636 acre tract;

thence North 10° 53' 41" West 748.16 feet, along the westerly line of said 40.636 acre tract and east line of the CSX Transportation, Inc., to an iron pin found;

thence North 08° 35' 08" West 1154.01 feet along the westerly line of said 40.636 acre tract and east line of the CSX Transportation, Inc., to an iron pin set marking the PRINCIPAL PLACE OF BEGINNING of the herein described tract;

thence continuing North 08° 35' 08" West 387.06 feet, along the westerly line of said 40.636 acre tract and east line of the CSX Transportation, Inc., to an iron pin found;

thence North 04° 13' 20" West 782.01 feet, along the westerly line of said 40.636 acre tract and east line of the CSX Transportation, Inc., to an iron pin found;

thence North 35° 19' 13" East 36.89 feet, along the westerly line of said 40.636 acre tract and east line of the CSX Transportation, Inc., to an iron pin found;

thence North 23° 58' 01" East 95.92 feet, along the westerly line of said 40.636 acre tract and east line of the CSX Transportation, Inc., to an iron pin found;

thence North 02° 03' 16" East 195.96 feet, along the westerly line of said 40.636 acre tract and east line of the CSX Transportation, Inc., to an iron pin found marking the northwest corner of said 40.636 acre tract and southwest corner of a 22.61 acre tract (Parcel II) conveyed to G. Frederick Smith Chemical Company, as recorded in Deed Book 420, Page 32;

thence South 86° 24' 15" East 708.91 feet, along the north line of said 40.636 acre tract and south line of said 22.61 acre tract, to an iron pin found in the east line of Farm Lot 1 and west line of a 25.248 acre tract (Parcel III) conveyed to G. Frederick Smith Chemical Company, recorded in Deed Book 420, Page 32, marking the northeast corner of said 40.636 acre tract and southeast corner of said 22.61 acre tract;

thence South 04° 15' 04" West 973.92 feet, along the east line of said 40.636 acre tract and Farm Lot 1 and west line of said 25.248 acre tract and a 51.3172 acre tract conveyed to Board of Trustees

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Liberty Township, as recorded in Official Record 32, Page 1888, to an iron pin found marking the southwest corner of said 51.3172 acre tract and the northwest corner of a 21.070 acre tract conveyed to Board of Education of the Olentangy Local School District, as recorded in Deed Book 667, Page 663;

thence South 02° 31' 40" West 780.39 feet, along the east line of said 40.636 acre tract and Farm Lot 1 and west lines of said 21.070 acre tract and a 28.094 acre tract conveyed to Board of Education of the Olentangy Local School District, as recorded in Deed Book 667, Page 278, to an iron pin set (passing an iron pin found at 668.33 feet);

thence along the arc of a curve 638.84 feet turning to the right (delta angle=43° 20' 15", radius=864.43 feet), with a chord bearing and distance of North 60° 00' 16" West 638.36 feet, across said 40.636 acre tract, to the principal place of beginning, containing an area of 25.248 acres.

LESS AND EXCEPTING FROM PARCELS I AND III ABOVE:

Situated in the State of Ohio, County of Delaware, Township of Liberty, being a part of Farm Lot 2 in Section 2, Township 3 North, Range 19 West, United States Military Lands and being a part of record 13.820 acre and 25.00 acre parcels conveyed to G. Frederick Smith Chemical Company as recorded in Book 420, page 32 in the records of Delaware County, being a parcel of land lying on the right and left sides of the centerline of Right of Way and Construction of DEL-CR124-4.11 (Home Road) and bounded and described as follows:

Beginning at the intersection of the centerline of County Road 124 (Home Road) and the east line of said Farm Lot 2, said point located 22.83 feet left of station 240+13.09 of proposed County Road 124 and being the TRUE POINT OF BEGINNING for the parcel herein described;

- 1) thence South 03 degrees 36 minutes 05 -seconds West along the east line of said Farm Lot 2 a distance of 122.74 feet to an iron pin set, located 99.18 feet right of station 239+99.55 of proposed County Road 124;
- 2) thence South 85 degrees 10 minutes 23 seconds West a distance of 715.67 feet to an iron pin set, located 150.00 feet right of station 233+00.00 of proposed County Road 124;
- 3) thence North 86 degrees 22 minutes 05 seconds West a distance of 134.55 feet to an iron pin set on the east line of the CSX Railroad at a point located 150.00 feet right of station 231+65.45 of proposed County Road 124;
- 4) thence North 03 degrees 28 minutes 47 seconds East along the east line of the CSX Railroad a distance of 228.00 feet to the centerline of existing County Road 124, said point located 77.99 feet left of station 231+64.84 of proposed County Road 124;
- 5) thence South 86 degrees 21 minutes 56 seconds East along the centerline of existing County Road 124 a distance of 832.39 feet to a point located 23.93 feet left of station 240+02.63 of proposed County Road 124;
- 6) thence South 86 degrees 38 minutes 27 seconds East along the centerline of existing County Road 124 a distance of 10.58 feet to the point of beginning and enclosing an area of 3.555 acres, more or less.

Of the above described tract, 3.484 acres is located in Auditor's Permanent Parcel Number 319-240-01-004-000 which includes 0.563 acres in the present road occupied and 0.071 acres is

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located in Auditor's Permanent Parcel Number 319-240-01-005-000 which includes 0.017 acres in the present road occupied

Monuments referred to as iron pins set are ¾ inch diameter x 30 inch long iron bars with a 1-1/2 inch diameter aluminum cap marked "R/W LS #7819".

Bearings used in this description are based on the Ohio Lambert Projection North Zone Plane Coordinate System as established by the National Geodetic Survey, North American Datum of 1983 (1995 adjustment) from GPS observations made by American Consulting, Inc.

Stations referred to herein are from the centerline of survey of proposed County Road 124 as found on Delaware County Engineer's Office Right of Way Plan DEL-CR124-4.11.

Grantor, for itself and its heirs, executors, administrators, successors and assigns, reserves all existing rights of ingress and egress to and from any residual area.

The description was prepared and reviewed on July 17, 2006 by Charles P. Unterreiner, P.S. 7819 from a survey made by American Consulting, Inc. in 2003.

WHEN RECORDED RETURN TO:

EMERGENCY ACCESS EASEMENT AGREEMENT

This EMERGENCY ACCESS EASEMENT AGREEMENT (this "Agreement") is made as of _____ 2019, by and between Redwood USA LLC, an Ohio limited liability company, or its assignee ("Redwood") and the Olentangy Local School District Board of Education ("Olentangy").

BACKGROUND

- A. Olentangy owns certain real property commonly known as Olentangy Liberty Middle School ("Middle School") and located in Liberty Township, Delaware County, Ohio, and more particularly described on Exhibit A attached to this Agreement ("Olentangy's Property"). Redwood owns certain real property adjacent to and west of Olentangy's Property and more particularly described on Exhibit B attached to this Agreement ("Redwood's Property").
- B. In return for Redwood providing certain public improvements to the Middle School, Olentangy is willing to grant an easement to Redwood from the Redwood Property east to Liberty Road. This easement is in an area not need for school purposes.
- C. Redwood and Olentangy desire to enter into this Agreement to create an easement over Olentangy's Property to benefit Redwood's Property.

AGREEMENT

For valuable consideration, the receipt and sufficiency of which is acknowledged, Redwood and Olentangy agree as follows:

- 1) **Grant of Easements.** Olentangy grants and conveys to Redwood a perpetual, non-exclusive easement over, across, along and through that portion of Olentangy's Property for the sole purpose of ingress and egress of emergency vehicles to and from Redwood's Property ("Easement Area"). The easement granted herein shall not be used for any other purpose.
- 2) **Location of Easement Area.** The location of the Easement Area over Olentangy's Property is as shown on the drawing on **Exhibit C-1** attached to this Agreement and is legally described on **Exhibit C-2** attached to this Agreement.
- 3) **Use of the Easement Area.** As reasonably requested by Olentangy and/or required by local emergency service providers, Redwood shall install at Redwood's sole cost and expense, both on its own property and on Olentangy's Property, gates, bollards and signage ("Easement Area Improvements") to indicate that the driveway in the Easement Area is to be used only by emergency vehicles, and to deter other traffic from using the driveway for access to either property. Signs may read "Not an Exit — Emergency Vehicles Only" or similar language.
 - a) Redwood shall use all commercially reasonable efforts to minimize interference with the use and occupancy of Olentangy's Property by Olentangy during Redwood's work to install the Easement Area Improvements. Redwood shall use its best efforts to protect trees and minimize any damage to the Easement Area and/or surrounding areas. As soon as practicable after installing these improvements, Redwood shall at its own cost, remedy any damage occurring on Olentangy's Property. Specifically, Redwood shall, at its sole expense, restore Olentangy's Property to its prior existing condition. This shall include without limitation returning the Easement Area to its former grade and condition, restoring any trees, landscaping, driveways or pedestrian paths to a condition substantially equal to the condition existing prior to Redwood's entry onto or use of the Easement Area or property adjacent to it.
 - b) Olentangy shall maintain, repair and replace (as needed) the paved areas in the Easement Area that exist as of the creation of this Agreement for the operation of the Middle School. Olentangy has no responsibility to maintain, repair or replace any gates, bollards and signage in connection with this Agreement except as it may choose to exercise its rights under section 3.e. below. The area of Olentangy's obligations is as shown on cross-hatched **Subarea A** on **Exhibit C-1**.
 - c) Redwood shall maintain, repair and replace (as needed) all other paved areas in the Easement Area, including the gates, bollards and signage located on each party's property, so as to keep such improvements and signage in good, safe condition and repair. The area of Redwood's obligations hereunder is as shown on cross-hatched **Subarea B** on **Exhibit C-1**. These obligations shall be subject to the conditions in section 3.a. of this Agreement.
 - d) As to snow plowing and removal, Olentangy shall be primarily responsible for **Subarea A** and Redwood shall be solely responsible for **Subarea B**, provided,

- however, Redwood shall have the right and obligation to plow and remove snow from **Subarea A** if school is not in session at the Middle School for any reason.
- e) To the extent one party fails to so maintain, repair and/or replace its improvements and signage, the other party shall provide written notice and thirty (30) days to cure, after which the notifying party will have the right to perform such work, and the party failing to do so will reimburse the performing party within thirty (30) days after receiving an invoice for such work.
 - f) Redwood represents and warrants that it has, and shall maintain, a policy of insurance covering its work to construct, and install the Easement Area Improvements. Redwood shall name Olentangy as an additional insured on its policy of insurance.
- 4) **Term.** The Easement granted under this Agreement will be effective as of the date this Agreement is recorded by Redwood, and it will be perpetual.
 - 5) **Compliance with Laws.** Redwood and Olentangy shall comply at all times with all laws, statutes, ordinances, rules and regulations now or hereafter in effect regarding the Easement Area.
 - 6) **Liens.** Neither party will permit any claim, lien or other encumbrance arising out of this Agreement to accrue against or attach to the other party's property.
 - 7) **Covenants Running With the Land.** The easements and covenants set forth in this Agreement will be covenants and easements running with the land, and will be binding upon and will run with Olentangy's Property and Redwood's Property and will inure to the benefit of and be binding upon Redwood's and Olentangy's respective successors and assigns.
 - 8) **No Public Right.** The easement established under this Agreement will be for the benefit of and be restricted solely to the entities indicated and their successors and assigns. Nothing in this Agreement is intended to create nor shall it be construed as creating any express or implied easement, dedication or any other rights in or for the benefit of the general public.
 - 9) **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but which when taken together shall constitute one and the same instrument.
 - 10) **Exhibits.** The exhibits attached to this Agreement are incorporated herein by this reference.

List of Exhibits:

Exhibit A - Legal Description of Olentangy's Property

Exhibit B - Legal Description of Redwood's Property

Exhibit C-1 – Drawing of Easement Area over Olentangy's Property (Cross-hatched to show Subarea A and Subarea B)

Exhibit C-2 – Legal Description of Easement Area over Olentangy's Property

Redwood USA LLC, an Ohio limited liability
company


By



David Cornwell, Authorized manager
Printed Name and Title

Board of Education of the Olentangy Local
School District

By



Kevin O'Brien, President
Printed Name and Title

State of Ohio,
County of Cuyahoga, ss.:

Sworn to before me and subscribed in my presence this 25th day of November, 2019, by David Council, the Authorized Manager of Redwood USA LLC, an Ohio limited liability company, who acknowledged that the signing of the foregoing Easement Agreement was his/her and its voluntary act and deed.

In testimony thereof, I have hereunto affixed my hand and official seal on the date above written.



Justin T. Smith
Notary Public, State of Ohio
My Commission Expires
April 10, 2024

[Signature]
Notary Public

State of Ohio,
County of Delaware, ss.:

Sworn to before me and subscribed in my presence this 12th day of December, 2019, by Kerrie O'Brien, the President of the Olentangy Local School District Board of Education, who acknowledged that the signing of the foregoing Easement Agreement was his/her and its voluntary act and deed.

In testimony thereof, I have hereunto affixed my hand and official seal on the date above written.

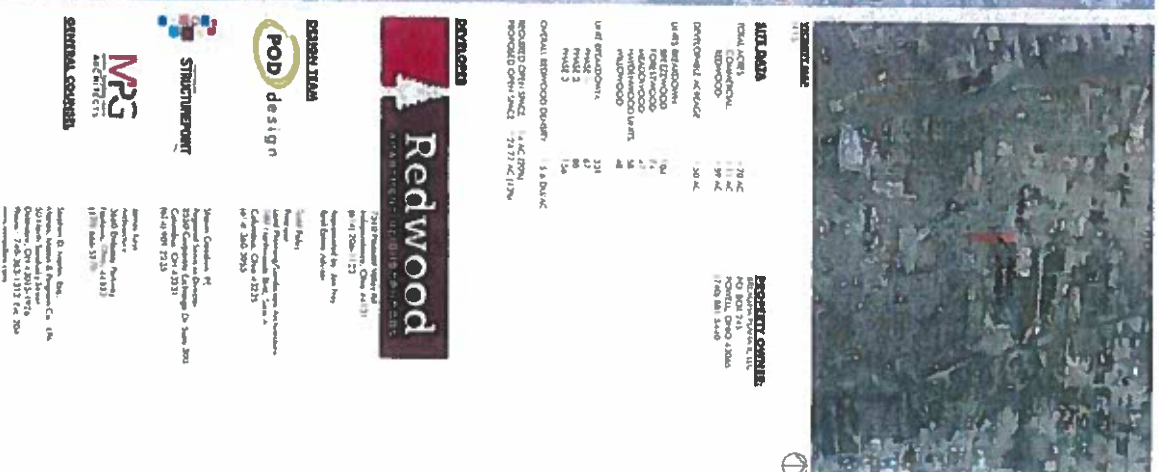


KATHLEEN S BOWSER
NOTARY PUBLIC OHIO
MY COMMISSION EXPIRES 04 16 2023

Kathleen S Bowser
Notary Public

This instrument prepared by: Andrew J. Wecker, Esq., Manos, Martin & Pergram Co., LPA,
50 North Sandusky Street, Delaware, Ohio 43015-1926. 740-363-1313

Exhibit C. Development Plan



D. TIF Areas

1. There will be approximately twelve (12) acres, closest to Home Road except for the private north-south road along the east portion of the Property, for assisted living facility, skilled nursing facility, memory care facility, medical or medical related offices, professional offices, general offices, and/or similar facility (the "Commercial Area").
2. The balance of the Property will be multi-family/apartments, which the Developer currently plans to develop over three (3) phases.
3. The first TIF Area will include the Commercial Area and Phases 1 and 2 of the multi-family/apartments, a total of 175 apartments ("TIF 1").
4. The second TIF Area will be comprised of Phase 3 of the multi-family/apartments, 156 apartments ("TIF 2").
5. Each TIF Area shall be exempt from taxation for a period commencing with respect to each TIF Area in the earlier of (i) the first tax year for which Improvements of at least \$5,000,000 in assessed value (e.g., 35% of true value) resulting from the completion of construction of new structure(s) on that TIF Area first appears on the tax list and duplicate of real and public utility property, or (ii) tax year 2022 as to TIF Area 1, and tax year 2027 as to TIF Area 2 (the earlier of (i) or (ii) being the "Commencement Date"), and ending on the earlier of the end of the ninth year after the year of such Commencement Date or the date on which the City can no longer require service payments in lieu of taxes (PILOTS), all in accordance with and as provided in the Ohio Revised Code as to tax increment financing, the Resolution and the TIF Agreement (the "TIF Exemption" and each tax year a Parcel is exempt pursuant to the Resolution an "Exemption Year").

E. List of Improvements

1. Secondary emergency access and barrier/bollards on property owned by the Board of Education of the Olentangy Local School District ("Olentangy Board of Education") and commonly known as Olentangy Liberty Middle School, 7940 Liberty Road, Powell, OH 43065 ("Middle School"), with an ingress/egress easement to any local first responders. Estimated total cost: **\$750,000.00**
2. Twelve inch (12") sanitary sewer line extension of approximately 1,075 feet from an existing manhole located 44 feet north of Home Road approximately 725 feet east of the northeast corner of the property to be annexed. Estimated total cost: **\$200,000.00**
3. On Home Road, an eastbound right-hand turn lane into the property to be annexed and a center turn lane. Estimated total cost: **\$250,000.00**
4. Total estimated costs for items 1-3: **\$1,200,000.00**