

## PRE-ANNEXATION AGREEMENT

This Pre-Annexation Agreement (the "Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2026, by and among K C REAL PROPERTY INVESTMENTS, LLC, an Ohio limited liability company (the "Landowner"), TRIVIUM DEVELOPMENT LLC, an Ohio limited liability company, or its assigns (the "Developer"), and the CITY OF GAHANNA, OHIO, an Ohio charter municipality (the "City") (Landowner, Developer and City are sometimes referred to herein singly as a "Party" and collectively as the "Parties"), under the circumstances summarized in the following recitals.

### **BACKGROUND:**

- A. Landowner is the record owner of approximately 0.429+/- acres of land located at 4710 East Johnstown Road, Gahanna, Ohio, and being more particularly described and/or depicted in **Exhibit A** attached hereto and incorporated herein (the "Property");
- B. The Property consists of a parcel commonly known by Franklin County Auditor's parcel identification number 170-000488-00;
- C. A portion of the Property is contiguous with the boundaries of the City;
- D. Developer is in a contractual relationship with Landowner with plans to purchase, annex, zone, and develop the entire Property within the City;
- E. Developer has recently caused an adjacent parcel to be annexed to the City ("Adjacent Property");
- F. The Property when combined with the Adjacent Property would benefit from certain City services, including police services, planning and zoning;
- G. The City is capable of providing certain municipal services to the Property and the Adjacent Property if the Property is annexed to the City;

H. The Landowner anticipates filing an Expedited Type II Petition for Annexation (the “Annexation”) to annex the Property to the City (the “Petition”); and

I. The Parties agree that it is in their mutual interest prior to filing the Petition to commence the Annexation to enter into this Agreement regarding the annexation and development of the Property and Adjacent Property.

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

**Section 1. Annexation Petition and Related Approvals.**

**A. Petition for Annexation; Annexation.** The Parties acknowledge that the Petition will be filed by Landowner and Developer with the Board of County Commissioners of Franklin County, Ohio (the “Commissioners”) promptly following the execution of this Agreement. 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 Petition, those costs will be borne by City. The Landowner further agrees that it will continue to support the Annexation to the City throughout the process, including any appeal or court action which shall not involve any expense to the City unless the City desires to retain its own attorney or attorneys regarding such appeal or court action.

**B. City Service Resolution.** Pursuant to and in accordance with the applicable provisions of the Ohio Revised Code, as amended (“ORC”), the City Council will enact a resolution stating the services that will be provided to the Property upon Annexation (the “Service Resolution”). The Service Resolution will be certified and filed with the Franklin County Clerk of the Commissioners.

C. **Development Considerations.** The Property is currently zoned under the Jefferson Township Zoning Resolution as Neighborhood Commercial. The Property can be zoned under City of Gahanna Zoning Ordinance (the “Zoning Ordinance”) upon Annexation. Developer intends to develop the Property and the Adjacent Property as a mixed use commercial and multifamily development under the City’s General Commercial (GC) Zoning District with a Limited Overlay District (L) (the “Planned Use”). A conceptual site plan for the development of the Property and Adjacent Property is attached hereto as Exhibit B depicting the Planned Use. The City acknowledges that Exhibit B is preliminary and that the final Development Plan for the Property and Adjacent Property will be based on engineering, planning and other applicable development requirements and shall be in keeping with the Planned Use.

The City agrees that the Property will retain its Jefferson Township zoning until rezoned pursuant to the Zoning Ordinance. Following the execution of this Agreement and during the pendency of the Annexation, Developer will finalize a Development Plan for the development of the Property and Adjacent Property for the Planned Use and file a formal Zoning Application and all accompanying documents with the City for review and consideration by the City Planning Commission and the City Council in accordance with the applicable provisions of the Zoning Ordinance with the anticipated goal being that immediately following the Annexation, the Property and Additional Property are rezoned for the Planned Use.

In addition to the rezoning of the Property and Additional Property requested for the Developer to proceed, the Developer and the City will enter into discussions concerning various incentives and entitlements that the Developer requests to proceed (the “Requested Entitlements”), any or all of which are subject to further review and approval by City Council in its discretion.

The Annexation if approved will occur prior to legislative approval of rezoning and the Requested Entitlements. If the rezoning and the Requested Entitlements are subsequently not approved in form and substance acceptable to the Developer, or any of the same or the Annexation is referred to a vote of the City electorate (a “Referendum”), or a building, utility or any access moratorium is enacted that would limit Developer’s development of the Property and Adjacent Property for the Planned Use, or similar action is taken by the City, Franklin County, Jefferson Township or any other governmental entity or agency, that creates a lack of services to the Property and Adjacent Property, the Developer and/or Landowner as appropriate may request a detachment from the City for any reason whatsoever and the City will not oppose the Landowner’s/Developer’s petition to detach the Property and Adjacent Property from the City; provided, however, that such request for detachment must occur, if at all, within two hundred seventy (270) days of approval or rejection of the rezoning of the Property and Adjacent Property or such right is waived by the Landowner and Developer; further provided, however, that in the event of a Referendum, such 270 day period shall be extended to 540 days.

**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 the 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 Zoning Ordinance and any other applicable ordinances or regulations of the City or Franklin County, but will serve as a preliminary understanding and guide for the proposed zoning and development of the Property.

(ii) **City Action.** The obligations of Landowner and Developer are to adhere to all local and state zoning and development regulations. The obligation of the City is to adhere to the same state and local regulations and if Developer, Landowner or their successors and assigns or successors in interest are in any respect dissatisfied with any aspect of the City's approval of zoning and/or the Requested Entitlements, the City shall not oppose the request of the Developer, Landowner, or their respective successors and assigns or successors in interest, to detach from the City within the timeframes described herein.

(iii) **Permits.** Developer will obtain all necessary permits from all levels of government to allow Developer to build and develop the Property and Adjacent Property consistent with the Planned Use.

(iv) **Platting.** If applicable, the City will cooperate with Developer to cause the Property and Adjacent Property to be platted (in one or more plats) to permit the development of the Property and Adjacent Property generally in accordance with the Planned Use.

**E. Condition Precedent.** The Parties acknowledge and agree that any action on rezoning, annexation, or Requested Entitlements matters must be finally approved by the City Council to become effective.

**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 \_\_\_\_\_, City Council authorized the execution of this Agreement.

**B. Cancellation or Termination.** This Agreement may be cancelled or otherwise terminated by mutual agreement of the Parties for unforeseen circumstances which may make implementation of this Agreement impractical, including, but not limited to, acts of God.

**C. Remedies.** The sole remedy of the Developer and/or Landowner is detachment from the City as otherwise described herein. The City shall seek any remedy to which it is provided by law if the Developer or Landowner fails to follow any federal, state, or local regulations, laws or ordinances affecting this Agreement.

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

**E. Economic Impact.** Developer does not warrant or represent the economic performance of the Property and Adjacent Property before or after development. The City does not warrant or guarantee approval in whole or in part of the zoning of the Property and Adjacent Property for the Planned Use or the award of the Requested Entitlements, all of which shall be considered and adopted or not by subsequent legislation.

**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, or to any affiliated entity of which Developer is a member. Except as aforementioned, Developer agrees not to assign this Agreement without the prior written consent of the City, which consent shall not be unreasonably withheld, conditioned, or delayed.

**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, their respective heirs, successors and assigns.

**H. Entire Agreement; Merger Clause; Statement of Incorporation.** It is agreed that this 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 not oppose or impair the rights of the Landowner and/or Developer to obtain any required and/or necessary permit from any government or governmental agency not a party to this Agreement, provided such permit or permits are in accordance with local zoning regulations and ordinances adopted by the City.

**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; Electronic.** 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. This Agreement may be executed and delivered by electronic mail (e-mail) and/or by PDF.

**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.** There are no warranties on the part of the City except that City shall consider the proposal of the Developer and Landowner in accordance with local zoning and development regulations and that the City will permit detachment of the Property and Adjacent Property from the City in accordance with the terms of this Agreement. The Landowner and Developer acknowledge that all submissions associated with the Property shall be in accordance with all state, federal, and local laws and ordinances.

**P. Effective Date.** The effective date of this Agreement shall be the date that it is signed by the City representative and representatives of the Landowner and Developer.

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

*Remainder of Page Intentionally Left Blank; Signature Page Follows*

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their  
duly authorized representatives this \_\_\_\_ day of \_\_\_\_\_, 2026.

**CITY:**

**CITY OF GAHANNA, OHIO**

By: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

**LANDOWNER:**

**K C REAL PROPERTY INVESTMENTS, LLC,**  
AN OHIO LIMITED LIABILITY COMPANY

BY: \_\_\_\_\_  
Christina List  
Manager And Member

**DEVELOPER:**

**TRIVIUM DEVELOPMENT, LLC,**  
AN OHIO LIMITED LIABILITY COMPANY

By: \_\_\_\_\_  
Timothy Spencer  
President

## **INDEX OF EXHIBITS**

- A. Description/Depiction of Property
- B. Preliminary Site Plan



# Exhibit B Conceptual Site Plan

