

## Execution Copy

### FIRST AMENDMENT TO THE INTERGOVERNMENTAL COOPERATION AGREEMENT BETWEEN THE CITY OF COLUMBUS AND THE CENTRAL COLLEGE COMMUNITY DEVELOPMENT AUTHORITY

This First Amendment to the Intergovernmental Cooperation Agreement ("Amendment") is made as of the ~~31<sup>st</sup>~~ day of July, 2015, by and between the City of Columbus ("City"), a municipal corporation duly organized and validly existing under and by virtue of the constitution and the laws of the State of Ohio and the Central College Community Development Authority ("Authority"), a new community authority organized and existing under Chapter 349 (together with the City, the "Parties"). Capitalized terms not defined herein have the meanings assigned to them in the Intergovernmental Cooperation Agreement of 2013, by and between the Parties (the "ICA").

#### RECITALS:

**WHEREAS**, the Parties agree that given the rate of growth within the Northeast region of Columbus covered by the City policy to Pay As We Grow and Grow with a Plan ("Pay As We Grow"), this is an appropriate time to modify and update the ICA in a manner consistent with the purposes of the original agreement and with the intent of the Pay As We Grow policy, and that further fosters construction of needed public infrastructure; and

**WHEREAS**, the Parties agree that it is desirable to encourage developers of residential and commercial properties within the Northeast Pay As We Grow area to petition to place that property into the Central College Community Development District, as opposed to establishing additional new community authorities in the Northeast Pay As We Grow area; and

**WHEREAS**, the inclusion of new developments in the Authority's District will not detract from the ability of the Authority to contribute to the building of projects identified in the original ICA nor to the building of projects identified in the MOU, as the project list associated with that MOU has been or may in the future be adjusted by amendments or administrative amendments to the MOU; and

**WHEREAS**, the Parties agree that the City may from time to time, at its sole discretion, identify additional improvements constituting "land acquisition", "land development" or "community facilities" for the Authority within the meaning of Chapter 349 and allocate Charges derived from these added properties, but not the properties within the original boundaries of the Authority, to other infrastructure projects in the Northeast Pay As We Grow area;

**NOW, THEREFORE**, in consideration of the foregoing and the promises of the Parties hereto to be bound by the terms of this Agreement and for other good and valuable consideration, the Parties agree to the foregoing and as follows:

**1. Additional Improvements under the original ICA and the MOU.** The infrastructure improvements, as described in the MOU in effect on the date hereof, as such MOU may be amended, constitute Additional Improvements for purposes of the ICA to the extent those improvements consist of "land acquisition", "land development" or "community facilities" for the Authority within the meaning of Chapter 349 and the petition for the creation of the Authority, as the same may be amended from time to time (the "Petition") (collectively with the Public Infrastructure Improvements described in the ICA, the "Original Property Improvements"), and the Charges from the property within the Authority's District on the date hereof (the "Original Property") will be applied only to the Original Property Improvements.

**2. Additional Improvements for Additional Property.** The Authority agrees that the District may be expanded to include additional property from time to time. The Charges from that additional property shall be paid to the City and allocated by the City to costs of improvements consisting of "land acquisition", "land development" or "community facilities" for the Authority within the meaning of Chapter 349 and the Petition (collectively, the "Additional Property Improvements"), which improvements shall be considered Additional Improvements for purposes of the ICA; provided that Charges from the Original Property shall not be used to pay costs of the Additional Property Improvements.

**3. Inconsistencies; Continuing Effect of ICA.** To the extent that the provisions of this Amendment are inconsistent with the provisions of the ICA, the provisions of this Amendment control and the ICA is amended hereby. Except as amended hereby, all of the provisions of the ICA are ratified and confirmed and remain in full force and effect.

**4. One Agreement; References.** The ICA, as amended by this Amendment, will be construed as one agreement. All references to the ICA in any contracts, agreements or other documentation will be deemed to be references to the ICA as amended by this Amendment.

**5. Captions.** The captions in this Amendment are included for purposes of convenience only and shall not be considered a part of this Amendment or used in construing or interpreting any provision hereof.

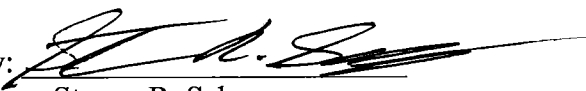
**6. Counterparts.** This Amendment may be executed in multiple counterparts, each of which shall be an original but all of which together shall constitute one and the same instrument. Signatures transmitted by facsimile or electronic means are deemed to be original signatures.

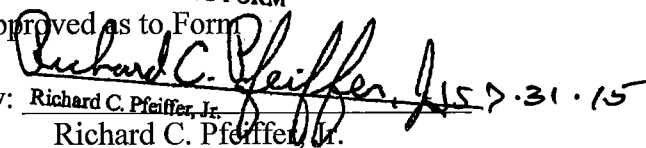
7. **Severability.** If any provision of this Amendment or the application thereof to any person or circumstance is to any extent invalid or unenforceable, the remainder of this Amendment and the ICA, or the application of the provision to persons or circumstances other than those to which it is invalid or unenforceable, will not be affected thereby, and will be valid and enforceable to the fullest extent permitted by law, but only if and to the extent such enforcement would not materially and adversely frustrate the Parties' essential objectives as expressed herein or in the ICA.

8. **Entire Agreement.** This Amendment sets forth the entire agreement of the parties with respect to the subject matter of this Amendment and supersedes all previous understandings, written or oral, in respect of this Amendment.

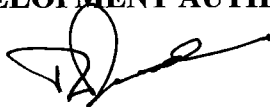
The City and the Authority have caused this Amendment to be executed in their respective names by their duly authorized representatives, all as of the date first written above.

**CITY OF COLUMBUS, OHIO**

By:   
Steven R. Schoeny  
Director of the Development Department

APPROVED AS TO FORM  
Approved as to Form  
By:  11.5.15  
Richard C. Pfeiffer, Jr.  
Columbus City Attorney

**THE CENTRAL COLLEGE COMMUNITY  
DEVELOPMENT AUTHORITY**

By:   
David W. Paul  
Treasurer, Board of Trustees