

ORDINANCE NO. 13-20

By: Jessica Saad

AN ORDINANCE TO APPROVE AND AUTHORIZE THE MAYOR AND THE CITY AUDITOR TO SIGN THE AGREEMENT BETWEEN THE CITY OF BEXLEY AND 2106 BEXLEY LAND LLC; TO PROVIDE INCENTIVES AVAILABLE FOR PUBLIC INFRASTRUCTURE IMPROVEMENTS IN THE MAIN STREET INCENTIVE DISTRICT; AND TO ESTABLISH THE 2106 BEXLEY LAND LLC ACCOUNT.

WHEREAS, the Council of the City of Bexley, Ohio (the "City") by its Ordinance No. 91-04 (the "TIF Ordinance") adopted January 25, 2005 designated an area of the City as an "incentive district" as defined in Ohio Revised Code ("R.C.") Section 5709.40, the boundaries of which "incentive district" are fully described in the TIF Ordinance and which include the Project; and

WHEREAS, 2106 Bexley Land LLC (the "Developer") has acquired certain real property situated within the City at the northwest corner of South Parkview Avenue and East Main Street and designated as parcel number 020-001882-00 (the "Property"), and intends to construct or cause to be constructed on the Property a bank, which is expected to be operated by Ohio State Bank (the "Project"); and

WHEREAS, the development of the Project will necessitate and will be enhanced by the undertaking of certain public infrastructure improvements (the "Public Infrastructure Improvements") described in Exhibit A; and

WHEREAS, it has been proposed that the City and the Developer enter into a Tax Increment Financing Agreement (the "Agreement") substantially in the form attached hereto as Exhibit B to provide for reimbursements to the Developer for the costs associated with the Public Infrastructure Improvements, only so long as the Developer is in compliance with the Agreement; and

WHEREAS, the City desires to pursue all reasonable and legitimate incentives measures to enable the Public Infrastructure Improvements to be undertaken and recognizes that the Public Infrastructure Improvements can benefit the City; and

WHEREAS, reimbursements for the costs associated with the completed Public Infrastructure Improvements will be made to the Developer solely from fifty percent (50%) of the Service Payments (as defined in the TIF Ordinance) generated from the Property and received by the City pursuant to R.C. Section 5709.42 and deposited into the 2106 Bexley Land Account (as established herein);

NOW, THEREFORE, BE ORDAINED BY THE COUNCIL OF THE CITY OF BEXLEY, OHIO:

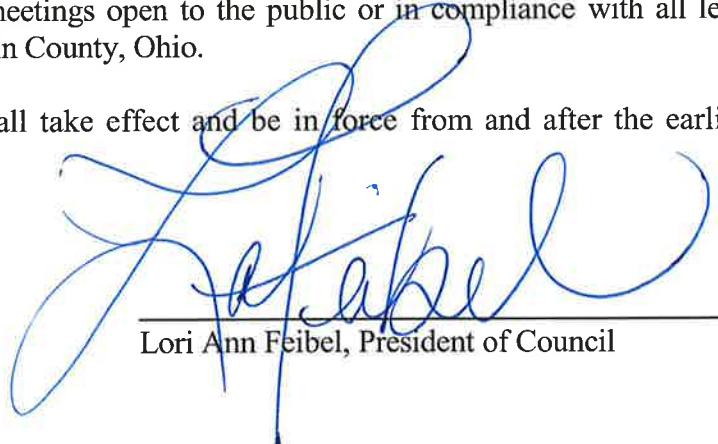
Section 1. That in consideration of the mutual covenants set forth in the Agreement substantially in the form attached hereto and made a part hereof, including but not limited to the annual reimbursements by the City to the Developer for the costs associated with the completed Public Infrastructure Improvement as provided therein, the Agreement hereby is approved and authorized with changes therein not inconsistent with this Ordinance and not substantially adverse to the City, and the Mayor and the City Auditor hereby are authorized to execute the Agreement and directed to take any further actions, and execute and deliver any further agreements, certificates or documents necessary to accomplish the granting of the annual reimbursements described in the Agreement, provided further that the approval of changes thereto by those officials, and their character as not being substantially adverse to the City, shall be evidenced conclusively by the execution thereof.

Section 2. This Council hereby establishes within the Main Street Public Improvement Tax Increment Equivalent Fund referred to in Section 5 of the TIF Ordinance, the 2106 Bexley Land Account (the "Account"), into which shall be deposited, after the Bexley City School District receives its portions of the semiannual Service Payments as set forth in the TIF Ordinance, fifty percent (50%) of all of the remaining Service Payments attributable to the Property distributed to the City by or on behalf of the County Treasurer, as provided in R.C. Section 5709.42. The Account shall remain in existence so long as Service Payments are collected in the TIF Fund, after which the Account shall be dissolved. The Service Payments deposited into the Account shall be used to reimburse the Developer for up to the eight hundred thousand dollars (\$800,000) in consideration it paid for the Property.

Section 3. That it is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council and that all deliberations of this Council and any decision making bodies of the City of Bexley which resulted in such formal actions were in meetings open to the public or in compliance with all legal requirements of the City of Bexley, Franklin County, Ohio.

Section 4. This Ordinance shall take effect and be in force from and after the earliest period allowed by law.

Passed: April 14, 2020



Lori Ann Feibel, President of Council

Attest:



William Harvey, Clerk of Council

Approved: April 14, 2020



Benjamin J. Kessler, Mayor

First Reading: 2-25-20
Second Reading: 3-10-20
Third Reading: 3-24-20
Passed: 4-14-20

EXHIBIT A

PUBLIC INFRASTRUCTURE IMPROVEMENTS

Acquisition of land; consideration paid for land; construction of a water tower and/or reservoir or other project to improve the water delivery system of the City; street lighting; sidewalks and/or bike paths; acquisition of land for park purposes; acquisition and installation of equipment in parks; construction of other park improvements; acquisition of land for rights of way; construction of other roads and all related appurtenances; traffic signs and signals; engineering and other professional services secured in connection with the Public Infrastructure Improvements including legal, planning, citizen participation, environmental studies and remediation; streetscape and other improvements including, but not limited to, grading, draining, curbing, paving, resurfacing, constructing or reconstructing storm sewers, sanitary sewers, water mains, sidewalks, driveway approaches and aprons, public parking spaces and structures; electrical lighting; removal and placement of overhead utilities underground; installation of the desired conduit; environmental remediation; demolition; traffic control devices, including traffic lights, signs and other markings; installing public benches, seating areas and trash receptacles; planting trees, shrubbery and other landscaping materials, together with all other necessary and appropriate appurtenances.

However, the total reimbursement to the Developer from the City shall not exceed the eight hundred thousand dollars (\$800,000) in consideration paid for the Property.

EXHIBIT B

FORM OF TAX INCREMENT FINANCING AGREEMENT

TAX INCREMENT FINANCING AGREEMENT

This Tax Increment Financing Agreement (this “Agreement”), made and entered into as of the ____ day of _____, 2020, by and between the CITY OF BEXLEY, Ohio (the “City”), a municipal corporation organized and existing under the constitution and the laws of the State of Ohio and its Charter with offices located at 2242 East Main Street in the City, and 2106 BEXLEY LAND LLC, a Delaware limited liability company with offices located at 2154 E. Main Street, Suite 301, Bexley, Ohio 43209 (the “Developer”). Each of the City and the Developer is a “Party”, and they together are the “Parties”.

WITNESSETH:

WHEREAS, the Developer has acquired certain real property situated in the City, a legal description of which is attached hereto as Exhibit A and incorporated herein by reference, and a depiction of which is attached hereto as Exhibit A-1 (the “Project Site”) and incorporated herein by reference, with each parcel of real property within the Project Site referred to herein as a “Parcel,” and collectively, the “Parcels” (whether as presently appearing on the County tax duplicate or as subdivided or combined and appearing on future tax duplicates); and

WHEREAS, in order to successfully develop the Parcels, it is necessary to undertake or to cause to be undertaken certain public infrastructure improvements as described in Exhibit B attached hereto (the “Public Infrastructure Improvements”), which the City and Developer agree will directly benefit the Parcels; and

WHEREAS, the City Council by its Ordinance No. 91-04 (the “TIF Ordinance”) adopted January 25, 2005 (i) designated an area of the City as an “incentive district” as defined in Ohio Revised Code §5709.40, the boundaries of which “incentive district” are fully described in the TIF Ordinance and which include the Project Site, and (ii) declared that one hundred percent (100%) of the increase in the assessed value of the Property (as defined in the TIF Ordinance) subsequent to the effective date of the TIF Ordinance (each such increase hereinafter referred to as an “Improvement,” as further defined in Section 5709.40 of the Ohio Revised Code and the TIF Ordinance) is a public purpose and is exempt from taxation for a period commencing with the tax year in which any Improvement first appears on the tax list and duplicate of real property and that begins after the effective date of the TIF Ordinance, and ending on the earlier of (a) thirty (30) years after such date or (b) the date on which the City can no longer require service payments in lieu of taxes, all in accordance with the requirements of Sections 5709.40 and 5709.42 of the Ohio Revised Code and the TIF Ordinance (the “TIF Exemption”); and

WHEREAS, the City has determined that it is necessary and appropriate and in the best interest of the City to provide for the owner of each Parcel (referred to herein individually as an “Owner” and collectively as the “Owners”) to make annual service payments in lieu of taxes with respect to any Improvement allocable thereto (collectively for all Parcels, the “Service Payments”) to the Franklin County Treasurer (the “County Treasurer”), which Service Payments will be (i) distributed, in part, to the Bexley City School District (the “Local School District”) in

amounts equal to the real property taxes that the Local School District would have received if the Improvements had not been exempted from real property taxation pursuant to the TIF Ordinance, (ii) used to reimburse the Developer for certain eligible costs as further specified in this Agreement, and (iii) used for such other purposes as may be authorized by law, all pursuant to and in accordance with Sections 5709.40, 5709.42 and 5709.43 of the Ohio Revised Code (collectively, the “TIF Statutes”), the TIF Ordinance and this Agreement; and

WHEREAS, the City Council of the City by its Ordinance No. ____ (the “Developer TIF Ordinance”) adopted _____, 2020 approved the terms of this Agreement and authorized its execution on behalf of the City;

WHEREAS, the City and the Developer desire to enter into this Agreement on the terms and conditions hereinafter set forth to provide for the collection of and disbursement of the Service Payments and to facilitate the undertaking of the Public Infrastructure Improvements, which will directly benefit the Project Site; and

WHEREAS, in order to facilitate the administration of this Agreement, the City may act through its Mayor, its Auditor, its Service Director, or any combination of the foregoing (singly or in any combination, the “City Representative”);

NOW, THEREFORE, in consideration of the premises and covenants contained herein, , the City and the Developer hereto agree as follows:

Section 1. Obligation To Make Service Payments

A. Service Payments. The Owner hereby agrees to make the Service Payments due during its period of ownership of each Parcel, all pursuant to and in accordance with the requirements of the TIF Statutes, the TIF Ordinance, the provisions of Ohio law relating to real property tax collections, and any subsequent amendments or supplements thereto. Service Payments will be made semiannually to the County Treasurer (or to the County Treasurer’s designated agent for collection of the Service Payments) on or before the final dates for payment of real property taxes for the Parcels, until expiration of the TIF Exemption. Any late payments will bear penalties and interest at the then current rate established under Sections 323.121 and 5703.47 of the Ohio Revised Code or any successor provisions thereto, as the same may be amended from time to time. Service Payments will be made in accordance with the requirements of the TIF Statutes and the TIF Ordinance and, for each Parcel, will be in the same amount as the real property taxes that would have been charged and payable against the Improvement to that Parcel if it were not exempt from taxation pursuant to the TIF Exemption, including any penalties and interest. The Owner will not, under any circumstances, be required for any tax year to pay both real property taxes and Service Payments with respect to any portion of the Improvement to a Parcel, whether pursuant to Section 5709.42 of the Ohio Revised Code or this Agreement. The City and the Owner agree that the Main Street Public Improvement Tax Increment Equivalent Fund referred to in Section 5 of the TIF Ordinance (the “TIF Fund”) will receive all Service Payments made with respect to the Improvement to each Parcel that are payable to the City.

B. Priority of Lien. The Owner acknowledges, for itself and any and all future Owners, that the provisions of Section 5709.91 of the Ohio Revised Code, which specify that the Service Payments for each Parcel will be treated in the same manner as taxes for all purposes of the lien described in Section 323.11 of the Ohio Revised Code, including, but not limited to, the priority of the lien and the collection of Service Payments, will apply to this Agreement and to the Parcels and any Improvements.

C. Failure to Make Payments. Should any Owner fail to make any payment required hereunder, the Owner shall pay, in addition to the Service Payments it is required to pay hereunder, such amount as is required to reimburse the City for any and all reasonably and actually incurred costs, expenses and amounts (including reasonable attorneys' fees) required by the City to enforce the provisions of this Agreement against that Owner.

Section 2. Payments to School Districts.

As provided in the TIF Ordinance or as otherwise required by the TIF Statutes, the County Treasurer shall distribute the semiannual Service Payments as follows: (i) to the Local School District, an amount equal to the amount that the Local School District would otherwise have received as real property tax payments for that semiannual payment derived from the Improvement to the Parcels located within the Local School District if the Improvement had not been exempt from taxation pursuant to the TIF Ordinance; and (ii) to the City, all remaining amounts for further deposit into the TIF Fund.

Section 3. Reimbursements to Developer from TIF Fund.

The City hereby agrees to pay to the Developer, in accordance with the terms of this Agreement, the costs of the Public Infrastructure Improvements incurred by the Developer and eligible for reimbursement as provided in this Agreement (with the costs collectively referred to herein as the "Costs").

After the Local School District receives its portions of the semiannual Service Payments as set forth in Section 2 of this Agreement, the City shall deposit fifty percent (50%) of the remaining Service Payments in the TIF Fund into an account to be established by the City therefor, the 2106 Bexley Land Account. The funds in the 2106 Bexley Land Account shall be provided to the Developer, in accordance with Section 4 of this Agreement, to reimburse the Developer for up to the eight hundred thousand dollars (\$800,000) in consideration it paid for the Project Site.

Notwithstanding anything to the contrary in this Agreement, the City and the Developer agree that the total reimbursement to the Developer from the TIF Fund and the 2106 Bexley Land Account shall not exceed the eight hundred thousand dollars (\$800,000) in consideration paid for the Project Site (the "Maximum TIF Reimbursement Amount") and may only be paid or reimbursed to the extent (i) Service Payments from the Project Site are available for such payments or reimbursements, and (ii) the expenditures qualify as Costs of Public Infrastructure Improvements. For the avoidance of doubt, the Developer will receive Service Payments attributable only to the Project Site.

Section 4. Payments to the Developer

The City shall pay monies on deposit in the 2106 Bexley Land Account to the Developer, in accordance with Section 3 of this Agreement, on the first business day following each May 31 and November 30 (each, a "Payment Date") until the Maximum TIF Reimbursement Amount has been reached. Payments for the portion of Costs for any Public Infrastructure Improvements will be made beginning with the first Payment Date following the satisfaction of the conditions of Section 5 of this Agreement. All payments to the Developer hereunder on each Payment Date must be made pursuant to written instructions provided by the Developer.

Any expenditure pursuant to this Section 4 of monies deposited in the 2106 Bexley Land Account is subject to the expenditure restrictions and appropriation requirements of Ohio law.

Notwithstanding any other provision of this Agreement, the City's payment obligations hereunder are limited to the monies in the 2106 Bexley Land Account and do not constitute an indebtedness of the City, the State of Ohio, or any other political subdivision thereof, within the provisions and limitations of the laws and the Constitution of the State of Ohio, and the Developer does not have the right to have taxes or excises levied by the City, the State of Ohio, or any other political subdivision thereof for the payment of the Costs.

Section 5. Conditions Precedent to Commencement of Payments to the Developer.

The City's obligation to make payments to the Developer for Costs under this Agreement commences when the Developer has provided to the City a Cost Certificate for those Costs substantially in the form attached as Exhibit C (each, a "Cost Certificate"), which Cost Certificate is subject to approval by the City's Finance Director (the "Finance Director") as properly payable under the TIF Ordinance and this Agreement. The Finance Director may require such evidence of the Costs as is reasonably necessary for the Finance Director or his or her authorized representative including legal counsel to determine the nature of the Public Infrastructure Improvements and confirm payment of the Costs by the Developer or its designee.

The Finance Director may approve a Cost Certificate in whole or in part or may disapprove a Cost Certificate in whole or in part. If the Finance Director disapproves any Costs in a Cost Certificate, the Finance Director will provide, within thirty (30) days of receipt of the Cost Certificate, a written explanation of why those Costs were not approved and provide the Developer reasonable opportunity to correct any deficiencies.

The Developer may request a written determination by the Finance Director in advance of expenditures for any Public Infrastructure Improvements that, upon making those expenditures and documenting those expenditures to the satisfaction of the Finance Director, those expenditures will be eligible for reimbursement as Costs under the TIF Ordinance and this Agreement. Any request made pursuant to this provision shall not be unreasonably denied by the Finance Director and the Finance Director shall make a determination on each request within thirty (30) days of receiving that request. The Finance Director shall not reject any portion of the Costs identified on a Cost Certificate on the basis that those Costs are not reimbursable under the

TIF Ordinance and this Agreement if the Finance Director has made a prior written determination that those Costs are reimbursable pursuant to this provision.

The City agrees that it will respond to all communications with the Developer in a timely manner, and City approvals under this Agreement shall not be unreasonably conditioned, withheld or delayed.

Section 6. Representations of the Developer and the City.

The Developer hereby represents that it has full power and authority to enter into this Agreement and carry out its terms. The City hereby represents that the Developer TIF Ordinance was passed by the Council on _____, 2020, and remains in full force and effect, that this Agreement is authorized by the Developer TIF Ordinance and that the City has full power and authority to enter into this Agreement, to carry out its terms and to perform its obligations hereunder and thereunder. The City further represents and warrants that it shall not take action which would result in a reduction in the period of the TIF Exemption, the percentage of the TIF Exemption, or the amount of Service Payments to be received and made available to pay the Costs of the Public Infrastructure Improvements unless such action shall be permitted by law and not inconsistent with the City's obligations under this Agreement.

Section 7. Provision of Information.

The Developer, as Owner, agrees for itself and each successive Owner to (i) cooperate in all reasonable ways with, and provide necessary and reasonable information to, the designated tax incentive review council ("TIRC") to enable that TIRC to review and determine annually during the term of this Agreement the compliance of the Owners with the terms of this Agreement; and (ii) to cooperate in all reasonable ways with, and provide necessary and reasonable information to the City to enable the City to submit the status report required by Section 5709.40(I) of the Ohio Revised Code to the Director of the Ohio Development Services Agency on or before March 31 of each year.

Section 8. Nondiscriminatory Hiring Policy.

The Developer, as Owner, agrees for itself and each successive Owner to comply with the City's nondiscriminatory hiring policy adopted pursuant to Ohio Revised Code Section 5709.832 to ensure that recipients of tax exemptions practice nondiscriminatory hiring in their operations. The City will provide a copy of that policy and any updates to that policy to the Developer and each Owner. In furtherance of that policy, the Developer agrees for itself and each successive owner that they will not deny any individual employment solely on the basis of race, religion, sex, disability, color, national origin or ancestry.

Section 9. Prevailing Wage.

The Developer acknowledges its obligations to comply with Ohio law and all applicable requirements of Chapter 4115, including, without limitation, and when necessary, (i) obtaining the determination required by that Chapter 4115 of the prevailing rates of wages to be paid for all classes of work called for by the Public Infrastructure Improvements, (ii) obtaining the designation

of a prevailing wage coordinator for the Public Infrastructure Improvements, and (iii) insuring that all subcontractors receive notification of changes in prevailing wage rates as required by that Chapter 4115 for the Public Infrastructure Improvements.

The Developer agrees to indemnify and save the City harmless from any liability or damages the City may suffer as a result of claims, suits, actions, debts, damages, costs, penalties, judgments or expenses, including court costs and reasonable attorneys' fees, which the City may incur by reason of any prevailing wage claims made against the City arising under Ohio law and Chapter 4115 for the Public Infrastructure Improvements that are the subject of this Agreement. The City shall provide Developer with written notice of any such indemnifiable event within five (5) days of the date the City first becomes aware of it.

Section 10. Notices.

All notices, consents, demands, requests and other communications which may or are required to be given hereunder shall be in writing and shall be deemed duly given if (i) personally delivered, (ii) sent by United States mail, registered or certified, return receipt requested, postage prepaid, when the return receipt is signed or refused, or (iii) sent by electronic mail with a copy sent by United States mail the same day, to the addresses set forth herein or to such other address as a party may designate in a written notice transmitted in accordance with this paragraph.

- a) In case of the City, to:

Ben Kessler
Mayor
City of Bexley
2242 East Main Street
Bexley, Ohio 43209
Email: bkessler@bexley.org

With a copy to:

Scott J. Ziance, Esq.
Vorys, Sater, Seymour and Pease LLP
52 East Gay Street
Columbus, Ohio 43215
Email: sjziance@vorys.com

- b) In case of the Developer, to:

2106 BEXLEY LAND LLC
2154 E. Main Street, Suite 301
Bexley, Ohio 43209
Attn: Murray Davis
Phone: (614) 237 - 3525

Email: mad@cleantitleagency.com

Section 11. Successors; Assignment; Amendments; City Consents.

This Agreement will be binding upon the Parties hereto and their successors and assigns. Each Owner's obligations under this Agreement, including, without limitation, its obligation to make Service Payments with respect to each Parcel it owns, are absolute and unconditional covenants running with the land and are enforceable by the City. Each Owner further agrees that all covenants herein, including, without limitation, its obligation to make Service Payments, whether or not these covenants are included by any Owner of any Parcel in any deed or instrument of conveyance to that Owner's successors and assigns, are binding upon each subsequent owner and are enforceable by the City. Any future Owner of any Parcel, or any successors or assigns of such Owner, will be treated as an Owner for all purposes of this Agreement.

No Party shall assign or transfer this Agreement without the written consent of the other Parties.

Section 12. Extent of Covenants; No Personal Liability.

All covenants, stipulations, obligations and agreements of the Parties contained in this Agreement are effective and enforceable to the extent authorized and permitted by applicable law. The obligations of the City may be enforced to the extent permitted by law by mandamus or any suit or proceeding in law or equity. No such covenant, stipulation, obligation or agreement will be deemed a covenant, stipulation, obligation or agreement of any present or future member, officer, agent or employee of any of the Parties hereto in their individual capacity, and neither the members of the City Council nor any City official executing this Agreement, nor any individual person executing this Agreement on behalf of the Developer, will be liable personally by reason of the covenants, stipulations, obligations or agreements of the Parties contained in this Agreement.

Section 13. Events of Default and Remedies.

A. Any one or more of the following constitutes an "Event of Default" under this Agreement:

(i) Any Party fails to perform or observe any material obligation punctually and as due under this Agreement, provided that if a Force Majeure (as such term is defined below) event causes the failure, the Party may receive an additional period of time as is reasonably necessary to perform or observe the material obligation in light of the event if it notifies the others of the potential event and the extent of the delay promptly after becoming aware of the event;

(ii) The Developer or the City makes a representation or warranty in this Agreement that is materially false or misleading at the time it is made;

- (iii) The Developer files a petition for the appointment of a receiver or a trustee with respect to it or any of its property;
- (iv) The Developer makes a general assignment for the benefit of creditors;
- (v) A court enters an order for relief pursuant to any Chapter of Title 11 of the U.S. Code, as the same may be amended from time to time, with the Developer as debtor; or:
- (vi) The Developer files an insolvency proceeding with respect to itself or any proceeding with respect to itself for compromise, adjustment or other relief under the laws of any country or state relating to the relief of debtors;

As used in this Section, "Force Majeure" means any event or occurrence that is not within the reasonable control of a Party and prevents a Party performing an obligation hereunder, including without limitation, any act of God, act of a public enemy, war, riot, sabotage, blockage, embargo, failure or inability to secure materials, supplies or labor through ordinary sources by reason of shortages or priority, labor strike, lockout or other labor or industrial disturbance (whether or not on the part of agents or employees of any Party), civil disturbance, terrorist act, power outage, fire, flood, windstorm, hurricane, earthquake or other casualty; any law, order, regulation or other action of any governing authority, any action, inaction, order, ruling moratorium, regulation, statute, condition or other decision of any governmental agency having jurisdiction over a Party, or over the Project.

B. General Right to Cure. In the event of any Event of Default in or breach of this Agreement, or any of its terms or conditions, by any Party hereto, the defaulting Party will, upon written notice from the other, proceed, as soon as reasonably possible, to cure or remedy such Event of Default or breach, and, in any event, within thirty (30) days after receipt of such notice. In the event such Event of Default or breach is of such nature that it cannot be cured or remedied within said thirty (30) day period, then in such event the defaulting Party will upon written notice from the other commence its actions to cure or remedy said breach within said thirty (30) day period, and proceed diligently thereafter to cure or remedy said breach.

C. Remedies. If a defaulting Party fails to cure any Event of Default pursuant to paragraph (B) of this Section, a Party may institute such proceedings against the defaulting Party as may be necessary or desirable in its opinion to cure and remedy such default or breach. Such remedies include, but are not limited to: (i) instituting proceedings to compel specific performance by the defaulting Party, (ii) suspending or terminating the obligations of the non-defaulting Party with respect to the defaulting Party under this Agreement, provided the aggrieved Party must provide thirty (30) days' notice of any termination to the defaulting Party and provided further that the aggrieved Party must rescind the termination notice and not terminate the Agreement if the defaulting Party cures all Events of Default within a reasonable time thereafter, and (iii) any other rights and remedies available at law, in equity or otherwise to collect all amounts then becoming due or to enforce the performance of any obligation under this Agreement. The obligations of the City may be enforced to the extent permitted by law by mandamus or any suit or proceeding in law or equity.

Section 14. Severability.

If any provision of this Agreement is held to be illegal, invalid or unenforceable, said provision will be fully severable. This Agreement will be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement and the remaining provisions of this Agreement will remain in full force and effect and will not be affected by the illegal, invalid or unenforceable provision or by its severance from this Agreement. Furthermore, in lieu of such illegal, invalid or unenforceable provision, there will be added automatically as a part of this Agreement a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible that is and will be legal, valid and enforceable.

Section 15. Separate Counterparts; Captions.

This Agreement may be executed by the Parties hereto in one or more counterparts or duplicate signature pages, each of which when so executed and delivered will be an original, with the same force and effect as if all required signatures were contained in a single original instrument. Any one or more of such counterparts or duplicate signature pages may be removed from any one or more original copies of this Agreement and annexed to other counterparts or duplicate signature pages to form a completely executed original instrument. Captions have been provided herein for the convenience of the reader and shall not affect the construction of this Agreement.

Section 16. Entire Agreement.

This Agreement constitutes the entire agreement between the Parties with respect to the matters covered herein and supersedes prior agreements and understandings between the Parties.

Section 17. Governing Law and Choice of Forum.

This Agreement will be governed by and construed in accordance with the laws of the State of Ohio. All claims, counterclaims, disputes and other matters in question among the City, its employees, contractors, subcontractors and agents, the Developer, its employees, contractors, subcontractors and agents arising out of or relating to this Agreement or its breach will be decided in a court of competent jurisdiction within the County of Franklin, State of Ohio.

Section 18. Additional Documents.

The City, the Developer, and their respective successors, assigns and transferees agree to execute any further agreements, documents, or instruments as may be reasonably necessary to fully effectuate the purpose and intent of this Agreement.

[The Remainder of This Page Intentionally Left Blank]

IN WITNESS WHEREOF, the City and the Developer have caused this Agreement to be executed in their respective names by their duly authorized representatives, as of the date herein above written.

CITY OF BEXLEY, OHIO

2106 BEXLEY LAND LLC

By: _____
Benjamin J. Kessler, Mayor

By: _____
Murray Davis
Its authorized representative

By: _____
William Harvey, City Auditor

STATE OF OHIO)
) ss:
COUNTY OF FRANKLIN)

The foregoing instrument was acknowledged before me this ____ day of _____ 2020, by Benjamin J. Kessler, the Mayor of the CITY OF BEXLEY, OHIO, a municipal corporation and political subdivision of the State of Ohio, who acknowledged the execution of the foregoing instrument as such officer of said City, and that the same is his voluntary act and deed on behalf of said City and the voluntary and corporate act and deed of said City.

Notary Public

STATE OF OHIO)
) ss:
COUNTY OF FRANKLIN)

The foregoing instrument was acknowledged before me this ____ day of _____ 2020, by William Harvey, the Auditor of the CITY OF BEXLEY, OHIO, a municipal corporation and political subdivision of the State of Ohio, who acknowledged the execution of the foregoing instrument as such officer of said City, and that the same is his voluntary act and deed on behalf of said City and the voluntary and corporate act and deed of said City.

Notary Public

STATE OF OHIO)
) ss:
COUNTY OF FRANKLIN)

The foregoing instrument was acknowledged before me this ____ day of _____ 2020, by Murray Davis, the authorized representative of 2106 BEXLEY LAND LLC, a Delaware limited liability company, who acknowledged the execution of the foregoing instrument as such officer of said limited liability company, and that the same is his voluntary act

and deed on behalf of said 2106 BEXLEY LAND LLC and the voluntary and corporate act and deed of said company.

Notary Public

FISCAL OFFICER’S CERTIFICATE

The undersigned, fiscal officer of the City of Bexley, Ohio (the “City”) under the aforesaid Agreement, hereby certifies that the moneys required to meet the obligations of the City during the year 2020 under the aforesaid Agreement have been lawfully appropriated by the City for such purposes and are in the treasury of the City or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This certificate is given in compliance with Ohio Revised Code §§5705.41 and 5705.44.

Dated: _____, 2020

William Harvey, City Auditor

EXHIBIT A TO TIF AGREEMENT

Property Description

Situated in the City of Bexley in the County of Franklin and in the State of Ohio and bounded and described as follows:

Being a part of Half Section 20, Section 13, Township 5, Range 22, Refugee Lands, and being a part of Lot 455 of Rownd and Knauss' Parkview Subdivision shown of record in Plat Book 4, page 47, Recorder's Office, Franklin County, Ohio, and being more particularly described as follows:

Beginning at an iron pin at the intersection of the northerly line of East Main Street (80 feet wide) with the westerly line of South Parkview Avenue (80 feet wide), said point being at the southeasterly corner of said Lot 55;

Thence, North 88 degrees 34 minutes 40 seconds West, along the northerly line of said East Main Street (southerly line of said Lot 55), passing an iron pin on line at 114.00 feet, a total distance of 210.00 feet to a point on the centerline of Alum Creek at the southwesterly corner of said Lot 55;

Thence, North 20 degrees 22 minutes 40 seconds West, along the centerline of said Alum Creek (westerly line of said Lot 55) a distance of 159.32 feet to a point at the southwesterly corner of a 1.061 acre tract conveyed to Trust Realty Company shown of record in Deed Book 3123, page 590;

Thence, South 88 degrees 34 minutes 40 seconds East, across said Lot 55, and along a line parallel with the northerly line of said East Main Street (southerly line of said Lot 55), and along the southerly line of said 1.061 acre tract, passing an iron pin on line at 92.67 feet, a total distance of 273.67 feet to an iron pin on the easterly line of said Lot 55 and on the westerly line of said South Parkview Avenue, said point being at the southeasterly corner of said 1.061 acre tract;

Thence, South 3 degrees 10 minutes 20 seconds West, along the easterly line of said Lot 55 (westerly line of said South Parkview Avenue), a distance of 148.00 feet to the place of beginning, containing 0.821 acres.

Parcel No.: 020-001882

Also known as: 2106 E. Main Street, Bexley, Ohio 43209

EXHIBIT A-1 TO TIF AGREEMENT

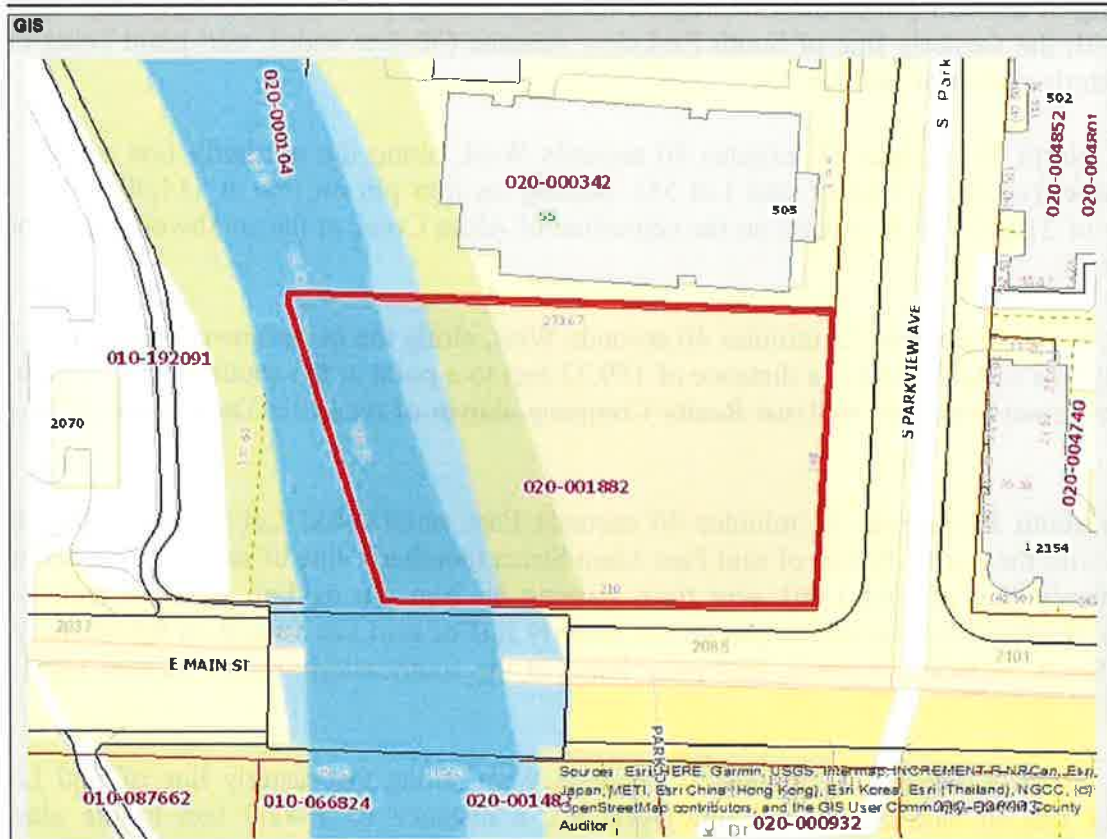
Map of Project Site



MAP(GIS)

Generated on 03/03/2020 at 08:44:11 PM

Parcel ID	Map Routing No	Owner	Location
02000188200	020L051 01200	2106 BEXLEY LAND LLC	2106 MAIN ST E



Disclaimer

This drawing is prepared for the real property inventory within this county. It is compiled from recorded deeds, survey plats, and other public records and data. Users of this drawing are notified that the public primary information source should be consulted for verification of the information contained on this drawing. The county and the mapping companies assume no legal responsibilities for the information contained on this drawing. Please notify the Franklin County GIS Division of any discrepancies.

The information on this web site is prepared for the real property inventory within this county. Users of this data are notified that the public primary information source should be consulted for verification of the information contained on this site. The county and vendors assume no legal responsibilities for the information contained on this site. Please notify the Franklin County Auditor's Real Estate Division of any discrepancies.

EXHIBIT B TO TIF AGREEMENT

Description of the Public Infrastructure Improvements

The Public Infrastructure Improvements may include, but are not limited to, the following:

Acquisition of land; consideration paid for land; construction of a water tower and/or reservoir or other project to improve the water delivery system of the City; street lighting; sidewalks and/or bike paths; acquisition of land for park purposes; acquisition and installation of equipment in parks; construction of other park improvements; acquisition of land for rights of way; construction of other roads and all related appurtenances; traffic signs and signals; engineering and other professional services secured in connection with the Public Infrastructure Improvements including legal, planning, citizen participation, environmental studies and remediation; streetscape and other improvements including, but not limited to, grading, draining, curbing, paving, resurfacing, constructing or reconstructing storm sewers, sanitary sewers, water mains, sidewalks, driveway approaches and aprons, public parking spaces and structures; electrical lighting; removal and placement of overhead utilities underground; installation of the desired conduit; environmental remediation; demolition; traffic control devices, including traffic lights, signs and other markings; installing public benches, seating areas and trash receptacles; planting trees, shrubbery and other landscaping materials, together with all other necessary and appropriate appurtenances.

EXHIBIT C TO TIF AGREEMENT

Cost Certificate

The Developer, through its authorized representative, hereby certifies that it has paid the total amount of \$ _____ as reflected in the attached list of expenditures and invoices.

2106 BEXLEY LAND LLC
a Delaware limited liability company

By: _____

Printed: _____

Title: _____

Date: _____