

AGREEMENT (AGREEMENT)

This Agreement (Agreement) dated this \_\_\_\_ day of \_\_\_\_\_, 2001, by and between the City of Gahanna, Ohio (City), a municipal corporation duly organized and validly existing under the Constitution and laws of the State of Ohio and its Charter, and the Gahanna Community Improvement Corporation (CIC), a community improvement corporation organized and existing as a corporation not for profit under the laws of the State of Ohio.

WITNESSETH:

WHEREAS, the Gahanna Community Improvement Corporation is the designated agent of the City of Gahanna for community and economic development purposes under Section 1724.10 of the Revised Code; and

WHEREAS, in order to create or preserve jobs and employment opportunities and to improve the economic welfare of the people of the City, the City desires to provide for the redevelopment and revitalization of ~~a certain area (Creekside Area)~~ DOWNTOWN CREEKSIDE situated within the corporate limits of the City, being ESTABLISHED BY 1150.06 OF THE CODIFIED ORDINANCES OF GAHANNA AND generally the property BOUNDED BY MILL STREET ON THE EAST, BIG WALNUT CREEK ON THE WEST, GRANVILLE STREET ON THE SOUTH, AND CARPENTER ROAD ON THE NORTH, AS outlined on the map that is included herewith and incorporated herein as **Exhibit A**; and

WHEREAS, the City has (i) undertaken a blight assessment and study of the area in which ~~the~~ DOWNTOWN Creekside ~~Area~~ is located, (ii) concluded that ~~the~~ DOWNTOWN

**EXHIBIT A**

Creekside Area is located in a blighted area, as that term is defined in section 1728.01 of the Revised Code, and (iii) submitted that assessment and finding to the City Council [and CITY Council has confirmed that finding] WITH CITY COUNCIL RESOLUTION SR-0007-2000 adopted \_\_\_\_\_, 2000; and

WHEREAS, in order to achieve its goals of creating or preserving jobs and employment opportunities and improving the economic welfare of its people, the City desires to have the DOWNTOWN Creekside Area redeveloped in accordance with the redevelopment concepts described in this Agreement and to have the CIC assist with that redevelopment as described in and contemplated by this Agreement; and

WHEREAS, the CIC is willing and able to assist the City with the redevelopment of the DOWNTOWN Creekside Area in the manner desired by the City for use or development for industry, commerce and housing and related public ROW; and

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements contained in this Agreement it is mutually agreed between the City and the CIC as follows:

1. **Description of the Project.** The project is to consist of [need description] INVOLVES CREATING A HIGH DENSITY MIXED USE AREA OF COMMERCIAL, OFFICE, RESIDENTIAL, RETAIL, AND RECREATIONAL USES. THE FOCUS OF THE REDEVELOPMENT IS THE BIG WALNUT CREEK EXTENSION ONTO THE WEST SIDE OF MILL STREET WHICH WILL CREATE A SUB-STREET LEVEL ENVIRONMENT ALONG THE BIG WALNUT CREEK EXTENSION. THIS PROPOSAL PROVIDES APPROXIMATELY 1,500 LINEAL FEET OF DEVELOPABLE CREEK WALK. THE CREEKSIDE CONCEPT PLAN EMPHASIZES MIXING COMMERCIAL STRUCTURES

WITH OFFICE AND RESIDENTIAL SPACE ON UPPER LEVELS. OVERALL THE CONCEPT PROVIDES *APPROXIMATELY 300,000 SQUARE FEET OF COMMERCIAL SPACE AND 250,000 SQUARE FEET OF OFFICE SPACE*. A MAJOR COMPONENT OF THE PLAN INCLUDES A HOTEL AND MIXED USE PARKING STRUCTURES FOR VISITORS, HOTEL GUESTS, AND EMPLOYEES OF DOWNTOWN CREEKSID. THE PLAN ACCOUNTS FOR AN ESTIMATED 1,000 NEW JOBS IN THE OLDE GAHANNA DOWNTOWN AREA. The general redevelopment concepts for the Project are described in attached **Exhibit "B"**. The redevelopment concepts will be refined and revised by the CIC in consultation with, and with the concurrence of, the City as the project proceeds. The project may be undertaken in phases, and at such A rate as conditions will permit. The CIC expects to cause the construction and operation of the project to be undertaken by one or more entities (collectively and separately, the "Developer") functioning under contracts, leases or other arrangements with the CIC.

2. **Revision of CIC Plan to Incorporate Project.** The plan of the CIC for the City for keep shall be revised by the City and the CIC to incorporate the project in that Plan.

3. **Land Acquisition and Transfer to the CIC.** In accordance with the Plan and the needs of the project as determined by the City and CIC, the City and the CIC shall use their best efforts (including, as necessary, the City's power of appropriation under Article XVIII, Section 3 of the Constitution of Ohio) to timely acquire the fee simple title (or such lesser title as the City and the CIC may agree is suitable) to all real property required for the project and any related public rights-of-way and easements and the construction of all other improvements to be built or installed within public rights-of-way abutting the DOWNTOWN Creekside Area, as the same may be expanded.

As appropriate after the City has acquired a parcel of the DOWNTOWN Creekside Area (other than property to be used for public rights-of-way), the City shall transfer title to OF that parcel to the CIC free and clear from all defects, liens, mortgages, leases, encumbrances, easements, restrictions, reservations, conditions, agreements, and encroachments except (a) taxes and assessments due and payable after the date of such acquisition, (b) zoning laws and regulations and other laws and ordinances affecting the use of the parcel, (c) public streets, roads and highways, (d) easements for existing sewers that serve properties outside the project and that cannot, or need not, be relocated, and (e) such exceptions to title as the CIC may waive in writing; but the deed to each such parcel shall contain provisions subjecting such parcel to any applicable tax increment financing arrangements.

The City's obligation to transfer any particular parcel of the DOWNTOWN Creekside Area shall be contingent upon the CIC agreeing to redevelop, or cause to have redeveloped, the parcel as a part of the Project in accordance with the provisions of this Agreement.

4. **Tax Increment Financing.** The City shall cause all private improvements in the project to be subject to the provisions of Section 5709.40 or 5709.41 of the Revised Code of Ohio for the purpose of tax increment financing ("TIF") for the ~~{specific improvements}~~ FLOOD PROTECTION WALL, EXCAVATION, BASEMENT RETAINING WALL, NEW CREEK CHANNEL, NEW FLOOD GATE, NEW PARKING GARAGE, LANDSCAPING AND LIGHTING, ICE SHEET EQUIPMENT, UTILITY RELOCATIONS, LAND PURCHASE AND, OTHER PUBLIC INFRASTRUCTURE, and, with any excess, for other improvements as agreed to by the City and the CIC. All deeds from the City to the CIC shall contain provisions subjecting the property to any applicable TIF arrangements.

5. **Amendment of Agreement.** From time to time, and at any time, the size of the Creekside Area may be expanded, and this Agreement may in all other respects be amended or modified, by agreement between the City and the CIC.

6. **Project Coordinators.** In order to best facilitate the construction of the Project, (a) the City, (b) the CIC, and (c) the Developer shall each designate, from time to time, one authorized individual who shall serve as that entity's lead representative and Project Coordinator in all matters relating to the construction of the Project.

7. **Special Improvement District.** A SPECIAL IMPROVEMENT DISTRICT MAY BE ESTABLISHED IN DOWNTOWN CREEKSIDE.

8. **Indemnification of CIC by City.** UNDER SECTION 1724.10 OF THE OHIO REVISED CODE, THE CITY DESIGNATES THE CIC AS THE PRINCIPAL AGENT IN THE IMPLEMENTATION OF THE SAID PROJECT. TO THE EXTENTX PERMITTED BY LAW, THE CITY WILL INDEMNIFY THE CIC AGRAINST ANY LOSS OR DAMAGE INCURRED IN THE IMPLEMENTATION.

9. **Procedures for Service of Notice.** All notices and other communications required or permitted to be given or delivered under this Agreement by the City or the CIC, which notices or communications shall be in writing, shall be mailed, postage prepaid, addressed as follows:

(A) If to the City, to:

SADICKA WHITE  
DIRECTOR  
DEPARTMENT OF DEVELOPMENT  
CITY OF GAHANNA  
200 SOUTH HAMILTON ROAD  
GAHANNA, OHIO 43230

614-471-5059

(B) If to the CIC, to

TINEY MCCOMB  
PRESIDENT  
GAHANNA CIC  
C/O HEARTLAND BANK  
850 NORTH HAMILTON ROAD  
GAHANNA, OHIO 43230  
614-471-0416

The City or the CIC may, by notice received by the other, from time to time and at any time designate a different or additional address or addresses for the giving of notices or other communications to the party designating such new address. Any notice or communication required or permitted to be given in accordance with this Agreement shall be deemed to have been given when the same shall have been placed in the mail, postage prepaid, addressed in accordance with the foregoing provisions.

10. **Authority of Officials and Officers.** Whenever in this Agreement a matter is subject to the action, approval, concurrence, cooperation or agreement of the City, the City's initiation or exercise of such right or duty shall be by the appropriate City official or body charged with authority in the matter (or the official or body designated in this Agreement) unless this Agreement or any applicable law otherwise requires. Whenever in this Agreement a matter is subject to the action, approval, concurrence, cooperation or agreement of the CIC, the CIC's initiation or exercise of such right or duty shall be by the appropriate the CIC officer charged with authority in the matter (or the officer designated in this Memorandum) unless this Memorandum or any applicable law otherwise requires.

11. **Successors and Assigns.** This Agreement shall endure to the benefit of and be binding upon the respective successors and assigns (including successive, as well as immediate, successors and assignees) of the City and of the CIC.

12. **Governing Law and Forum.** This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.

13. **Duplicate Originals.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be a duplicate original, but all of which, taken together, shall constitute a single instrument.

14. **Headings.** The headings contained in this Agreement are included only for convenience of reference and do not define, limit, explain or modify this Agreement or its interpretation, construction or meaning and are in no way to be construed as a part of this Agreement.

15. **Provisions Separable.** If any provision of this Agreement or the application of any such provision to any person or any circumstances shall be determined to be invalid or unenforceable, then such determination shall not affect any other provisions of this Agreement or the application of such provision to any other person or circumstance, all of which other provisions shall remain in full force and effect; and if any provision of this Agreement is capable of two constructions, one of which would render the provision void and the other of which would render the provision valid, then such provision shall have the meaning which renders it valid.

16. **Entire Agreement.** This Agreement constitutes the entire agreement between the City and the CIC in respect of the subject matter hereof, and this Agreement supersedes any other prior and contemporaneous agreements between the City and the CIC in connection with the subject matter of this Agreement. No officer, employee or other servant or agent of the City

or of the CIC is authorized to make any representation, warranty or other promise not contained in this Agreement. No change, termination or attempted waiver of any of the provisions of this Agreement shall be binding upon the City or the CIC unless in writing and signed by the party affected.

CITY OF GAHANNA, OHIO

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

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

GAHANNA CIC

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

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

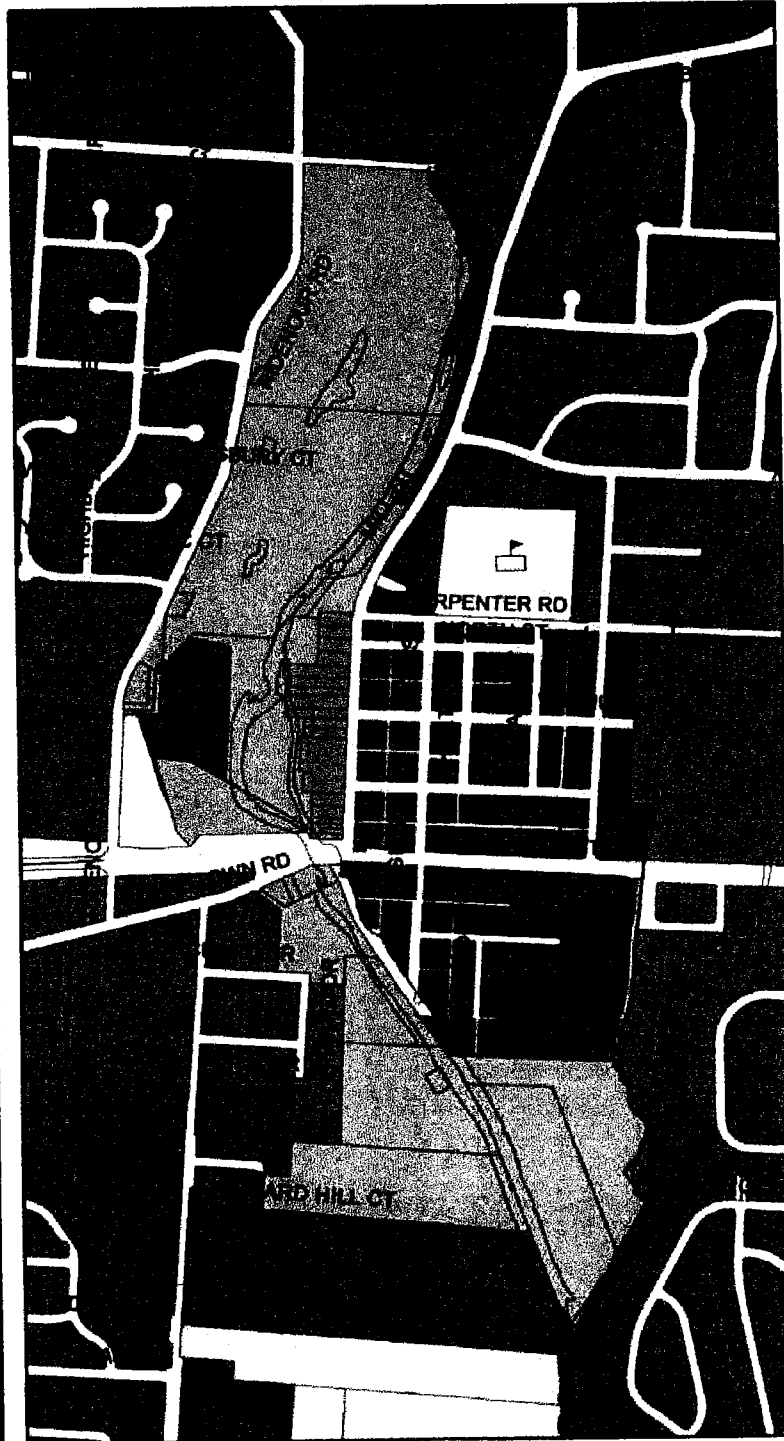
APPROVED AS TO FORM

\_\_\_\_\_  
City Attorney



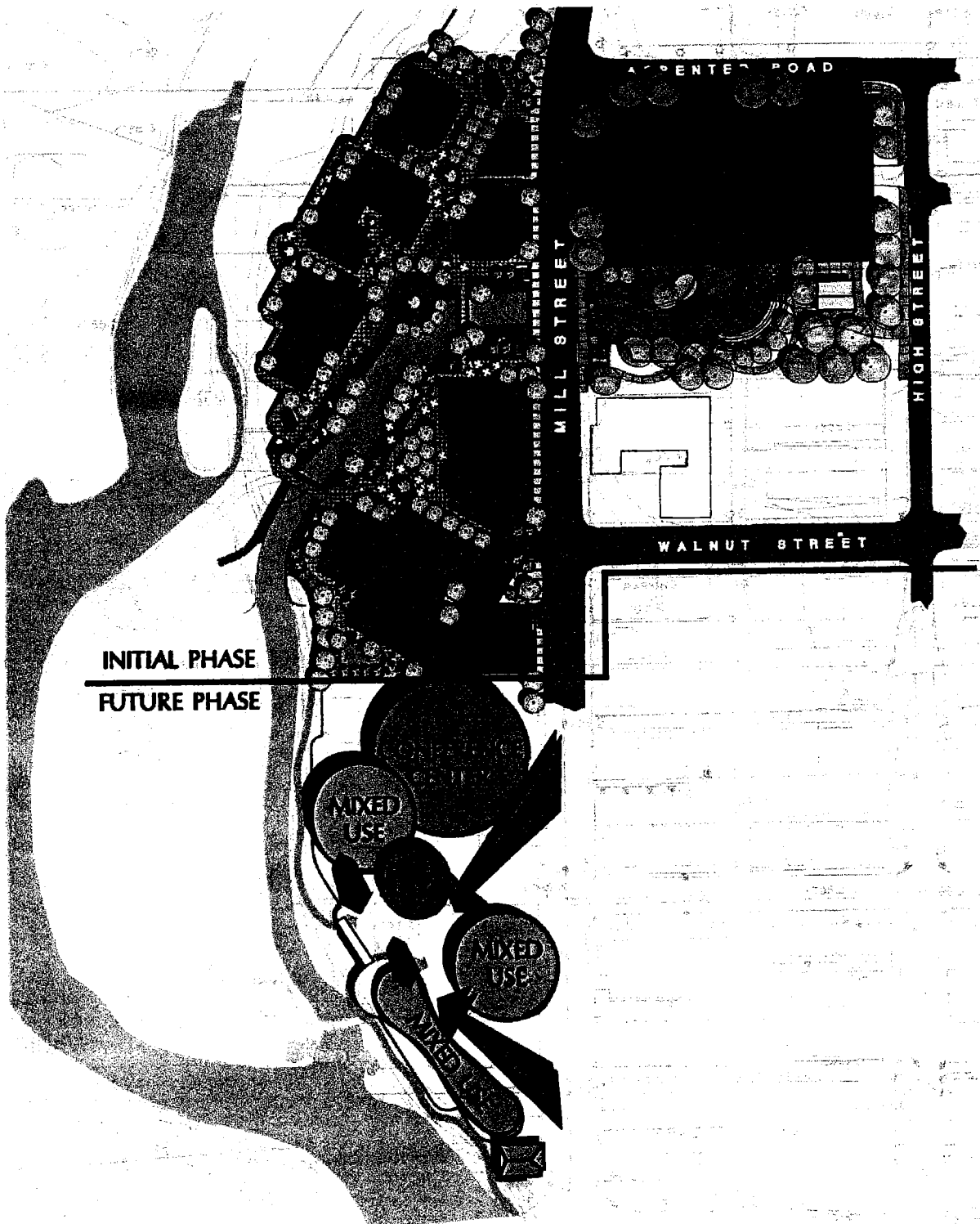
**EXHIBIT A: DOWNTOWN CREEKSIDE**

# Downtown Zoning



- OG-1 *Downtown Single Family Residential*
- OG-2 *Downtown Multi-Family Residential and/or Suburban Office*
- OG-3 *Downtown General Commercial*
- OG-4 *Downtown Creekside*
- OG-5 *Downtown Recreation*

**EXHIBIT B: CREEKSIDE CONCEPT PLAN**



**GAHANNA CREEKSIDE**