**DEVELOPMENT AGREEMENT**

THIS DEVELOPMENT AGREEMENT (this "Agreement") is entered into so as to be effective on the last date of signature below by a party hereto (the "Effective Date"), by and between the **CITY OF GAHANNA**, an Ohio municipal corporation ("City"), and **MILL STREET INVESTORS LLC**, an Ohio limited liability company ("Developer"). City and Developer may be referred to herein individually as a "Party" and collectively as the "Parties".

**W I T N E S S E T H:**

**WHEREAS**, Developer intends to acquire certain real property located in the Olde Gahanna area of the City, a portion of which is presently owned by Homestead Development LLC and is known on the Effective Date as Franklin County Auditor Parcel Numbers 025-000051, 025-000101, 025-000130, and 025-000036, another portion of which is owned by MHM Investment Co. LLC and is known on the Effective Date as Franklin County Auditor Parcel Number 025-000089, and a portion of which is owned by MJM Investment Co. LLC and is known on the Effective Date as Franklin County Auditor Parcel Number 025-000114 (all of the foregoing parcels are generally depicted in **Exhibit A**, which is attached hereto and incorporated herein by reference, and are referred to collectively as the "Property"); and

**WHEREAS**, Developer intends to develop a project on the Property consisting of approximately 128 apartment units and potentially including in the same building as the apartment units one or more non-residential units consisting of no more than approximately 3,000 square feet, all as generally shown in **Exhibit B** (attached hereto and incorporated herein by reference) (the "Project"), subject to final review and approval by the City of applications for a development plan and certificate of appropriateness for the Project; and

**WHEREAS**, because the Project is classified as a residential project under the City's zoning regulations, the Project is classified as a residential/dwelling project under the Ohio Community Reinvestment Area Act (i.e., Sections 3735.65 - .70 of the Ohio Revised Code); and

**WHEREAS**, the Project is an "infill" redevelopment, meaning that it will serve to redevelop blighted and underutilized real property within the core of the City; and

**WHEREAS**, there are certain financial challenges and public infrastructure issues that are unique to such redevelopments and therefore require a public-private partnership in order to allow them to become reality; and

**WHEREAS**, City has found and determined, and hereby finds and determines, that such challenges and issues are present with the proposed Project, that the commercial and economic welfare of the City will be benefited by the development and operation of the Project, and that it is in the best interest of City to take certain steps as described and provided for in this Agreement in order to facilitate the Project and enhance the character and economic vitality of Olde Gahanna.

**NOW, THEREFORE**, in consideration of the foregoing and of the mutual covenants and agreements hereinafter set forth, the Parties hereby agree as follows:

**1. Community Reinvestment Area Eligibility.** The Property is located in the City's Community Reinvestment Area #5 (the "CRA"). City acknowledges and agrees that the Project, as proposed, is eligible for a 15-year, 100% abatement of real property taxes that otherwise would be applicable thereto, and the Developer need not enter into an agreement with the City with respect to the Project. Developer anticipates that it will file an application with the City to secure the abatement for the Project and will identify the commencement year for the abatement therein, and City agrees to certify the CRA abatement to the Franklin County Auditor once the application is filed. City acknowledges that the Project's participation in the CRA and the abatement that it provides is of material significance to Developer's decision to undertake the Project, and represents and warrants to Developer that the CRA and the related tax abatement will take priority over any exemptions that apply to the Property based on its location in the TIF District (as such term is later defined herein).

**Commented [AU1]:** Note to City: In the ordinance or resolution approving this Development Agreement, please include this language (modifying any defined terms as appropriate): "This [ordinance/resolution] constitutes the City's duly authorized written consent pursuant to R.C. Section 5709.911(B) to the CRA exemption described in the Development Agreement."

**2. Public Infrastructure Improvements.** City and Developer agree that certain public infrastructure improvements as detailed in **Exhibit C** (attached hereto and incorporated herein by reference) (the "New Public Infrastructure") are necessary to be installed and constructed to serve the Project as well as the Olde Gahanna area at large. Developer shall install and construct the New Public Infrastructure in conjunction with its development of the Project, provided that reimbursement of the costs of the New Public Infrastructure shall be made in accordance with Section 3 below. For any New Public Infrastructure for which Developer seek reimbursement of costs from the City, the Developer shall (i) if the Developer serves as general contractor, charge no more than the market rate for its services as general contractor, solicit at least three (3) bids for each subcontract worth more than $50,000, and award each such subcontract to the bidder determined by the Developer in the Developer's reasonable discretion to be the lowest and best, (ii) if the Developer does not serve as the general contractor, solicit at least three (3) bids for each contract or subcontract worth more than $50,000 and award each such contract or subcontract to the bidder determined by the Developer in the Developer's reasonable discretion to be the lowest and best. The development of the Project may (but is not required to) occur in up to two phases, with the actual phasing to be agreed upon by Developer and City as part of the permitting process for the Project.

The Developer and the City acknowledge and agree that the construction of New Public Infrastructure owned or to be owned by the City or another "public authority" (as defined in Section 4115.03(A) of the Ohio Revised Code) that is not excepted from prevailing wage requirements under Section 4115.04(B) or otherwise excepted from prevailing wage requirements may be subject to the prevailing wage requirements of Ohio Revised Code Chapter 4115, and if those requirements apply, all wages paid to laborers and mechanics employed to construct the New Public Infrastructure must be paid at not less than the prevailing rates of wages of laborers and mechanics for the classes of work called for by the New Public Infrastructure, which wages must be determined in accordance with the requirements of that Chapter 4115, if so required. The City and the Developer have or will comply, and the Developer has or will require compliance by all contractors working on any such New Public

Infrastructure, with all applicable requirements of that Chapter 4115, including, without limitation, (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 New Public Infrastructure, (ii) obtaining the designation of a prevailing wage coordinator, who shall be appointed by the City, for the New Public Infrastructure, and (iii) insuring that all subcontractors receive notification of changes in prevailing wage rates as required by that Chapter 4115.

**3. Reimbursement of Public Infrastructure Costs.** City has previously created the Olde and West Gahanna Tax Increment Financing District (the "TIF District") pursuant to City Council Ordinance 0214-2005. City represents and warrants to Developer that the TIF District continues to exist and encompasses the Property and other real property and that the costs of installing and constructing the New Public Infrastructure legally can be paid for and/or reimbursed from service payments in lieu of taxes paid by relevant property owners ("TIF PILOTS") which are deposited into a fund that holds the same for disbursement (the "TIF Fund"). City warrants and represents to Developer that, on the Effective Date, at least $_____ of TIF PILOTS remain on deposit in the TIF Fund which have not been specifically appropriated for paying the costs of other public infrastructure improvements, and therefore these funds are available to reimburse Developer for the costs of the New Public Infrastructure.

Developer shall be responsible for the initial payment of the Costs of the New Public Infrastructure as such Costs are incurred but shall be reimbursed for such Costs no later than thirty (30) days after submitting each Cost Certification to City as contemplated in Section 7. For purposes of this Agreement, the term "Costs" shall mean "the costs of: acquiring, constructing, installing, enlarging, equipping, furnishing, or otherwise improving the New Public Infrastructure; site clearance, improvement, and preparation of property on which the New Public Infrastructure is or will be constructed; acquisition of real or personal property necessary to install the New Public Infrastructure; indemnity and surety bonds and premiums on insurance relating to the installation and construction of the New Public Infrastructure; all related direct administrative expenses and allocable portions of direct costs related to the New Public Infrastructure; engineering, architectural, legal, and other consulting and professional services; designs, plans, specifications, feasibility or rate studies, appraisals, surveys, and estimates of cost relating to the New Public Infrastructure; the reimbursement of moneys advanced or applied by or borrowed from any person, whether to or by the subdivision or others, from whatever source provided, for the payment of any item or items of cost of the New Public Infrastructure; all other expenses necessary or incidental to planning or determining feasibility or practicability with respect to the New Public Infrastructure or necessary or incidental to the acquisition, construction, reconstruction, rehabilitation, installation, remodeling, renovating, enlargement, equipping, furnishing, or other improvement of the New Public Infrastructure, and the placing of the New Public Infrastructure in condition for use and operation, and all like or related costs, and interest and financing costs in respect of such costs." The estimated Costs of the New Public Infrastructure as determined on the Effective Date are set forth in **Exhibit C**, but City and Developer acknowledge that the actual costs of the New Public Infrastructure will vary depending on many factors such as, but not limited to, the date when such improvements are made, market conditions, and inflation. City and Developer agree that the maximum amount of the Costs of the New Public Infrastructure to be reimbursed to

**Commented [AU2]:** Note to City: Please provide this amount.

**Commented [AU3]:** Note to City: Please provide a copy of the ordinance and any amendments, as well as any agreements that pertain to the TIF District. Also, please advise as to whether or not Developer's parcels have been the subject of a DTE Form 24 filing, a Final Determination issuance, or anything filed of record.

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Developer by City shall not exceed 110% of the estimated Costs set forth in **Exhibit C**, exclusive of the Cost Contingencies described in Section 8(b), which shall not be capped. Each reimbursement of the Costs of New Public Infrastructure shall be made by City to Developer only from funds which are on deposit with and are not otherwise appropriated or earmarked from the TIF Fund, and/or from bonds or loans serviced and/or secured by funds on deposit with the TIF Fund. In the event that the TIF Fund has an inadequate balance to reimburse Developer for the Costs of the New Public Infrastructure at any time when Developer properly requests such a reimbursement as permitted under this Agreement, then unreimbursed portions of such Costs shall accrue interest at the rate of ~~nine~~five percent (~~9~~5.0%) per annum until the unreimbursed amount is paid in full.

Reimbursements shall be made by City to Developer no more frequently than twice per calendar year and within ~~thirty (30~~sixty (60) days following each such request. Reimbursements shall be made to the Developer using funds which are on deposit in the TIF Fund.. To the extent that interest has accrued as contemplated in the immediately preceding paragraph, City shall pay such accrued interest to Developer before making reimbursements of the Costs of the New Public Infrastructure.

A list of public infrastructure improvement projects which are outside of the definition of "New Public Infrastructure" and for which monies from the TIF Fund have already been appropriated or earmarked as of the Effective Date, along with the Costs of such infrastructure and the years during which such funds have been appropriated or earmarked, is attached hereto and incorporated herein by reference as **Exhibit D** (such public infrastructure projects other than the New Public Infrastructure to be referred to herein as the "Other Public Infrastructure"). City shall not cause any other costs to be paid or reimbursed from the TIF Fund other than the costs associated with the Other Public Infrastructure (as such costs are identified in **Exhibit D**) or the New Public Infrastructure until all of the Costs of the New Public Infrastructure (and any interest that has accrued thereon) have been reimbursed to Developer in full. Except as provided in the next sentence, City is not pledging, nor shall it have any obligation to use, monies from its general fund to reimburse Developer for the Costs of the New Public Infrastructure. City agrees that it will make its general funds available, by making necessary appropriations from time-to-time as needed, to cover the City Cost Contingencies, if any, which are contemplated in Section 8(b).

**4. Easements; Vacation of Right-of-Way; Waiver of Fees.** City agrees that, at the same meeting where City Council takes action with respect to the approval of this Agreement, it shall take all necessary action to:

(a) Vacate existing right-of-way within that portion of North Street which is generally identified in **Exhibit E**, which is attached hereto and incorporated herein by reference (the "North Street ROW"), with the legal effect being that one-half of such vacated right-of-way shall then be owned by the owner of Franklin County Auditor Parcel Number 025-000114 and the other half shall then be owned by the owner of Franklin County Auditor Parcel Number 025-000101. Such action to vacate the North Street ROW may be conditioned upon the City's Planning Commission later approving one or more applications for a development plan and certificate of appropriateness

for the Project (the "Applications"), and it is agreed by Developer that written evidence of the vacation shall be recorded with the Office of the Recorder of Franklin County, Ohio (the "Recorder") only after such time as the Applications have been approved and become legally effective; and

(b) Grant, to the owner(s) of the portions of the Property located on the west side of Mill Street at no charge or cost, an easement ("New Easement") to provide for grading accommodate the Project on, over, through, and across real property owned by City which is known on the Effective Date as Franklin County Auditor Parcel Numbers 025-000046, 025-~~000261,~~013351 and 025-~~013351~~000261, with the real property to be burdened by the New Easement being generally identified as the "Easement Area" in **Exhibit E**. The grant of the New Easement may be conditioned upon the City's Planning Commission later approving the Applications, and it is agreed by Developer that it shall not record with the Recorder the instrument granting the New Easement until such time as the Applications have been so approved and are legally effective; and

(c) Release a limited portion of an existing bike path easement which is of record with the Recorder as Instrument Number 200807080104459 (the "Existing Easement"), with the portion of the easement being released being generally identified in **Exhibit E** as the "Released Area". The authorization to release the Existing Easement may be conditioned upon the City's Planning Commission later approving the Applications, and it is agreed by Developer that it shall not record with the Recorder the instrument which serves to provide such release until such time as the Applications have been so approved and are legally effective; and

(d) Provide for the waiver of the fees which are detailed in **Exhibit F**, which is attached hereto and incorporated herein by reference (the "Waived Fees").

No later than seven (7) days following the first date when the Applications have been approved by the City's Planning Commission and are legally effective, City shall deliver any necessary executed and duly acknowledged instruments to be recorded with the Recorder in order to effectuate the vacation of the North Street ROW, create the New Easement, and to release the Released Area from the Existing Easement. Developer shall then cause these instruments to be recorded with the Recorder at its sole cost and expense. The reasonable costs of creating the legal descriptions and surveys relating to the vacation of the North Street ROW, the New Easement, and the Released Area shall be treated as Costs and reimbursed to Developer in the same manner as (and in addition to) the Costs of the New Public Infrastructure. Developer and City shall work cooperatively and in good faith to negotiate the forms of all such instruments prior to such time as City completes the required actions in subsection (a) through (c) above.

~~**5. Optional Relocation of Telecommunications Line**. City may elect, by delivering written notice to Developer prior to the first date when the actions to approve both the development plan and certificate of appropriateness have become legally effective, to deliver written notice to Developer that City elects to have an existing overhead telecommunications line that is generally identified in **Exhibit E** as the "Existing Line Location" to a new location which is generally~~

~~identified as the "New Line Location" in that same exhibit. Under such a circumstance, Developer agrees that it will cooperate with City and the holder of the easement for the Existing Line to relocate the existing line to the New Line Location as part of its development of the Project. Notwithstanding the foregoing, any such relocation shall be completed at no cost or expense to Developer and in accordance with a separate written agreement between Development, City, and the relevant utility provider.~~

~~**6. Lease of Parking Spaces**. City acknowledges that the development of the Project within Olde Gahanna, which is an urban environment, requires the creative provision of parking to serve the Project. City agrees that it shall, no later than the date that is seventy-five (75) days following the Effective Date, execute a parking lease agreement (a "Parking Lease Agreement") with Developer, which shall provide for the exclusive use of 50 parking spaces in the existing underground parking garage in the Creekside mixed use development (located to the south of the Property) for the exclusive use of residents and occupants of the Project. The term of the Parking Lease Agreement shall be for a period of 99 years in exchange for the payment of Ten Dollars ($10.00) of annual rent to the City. Developer also shall execute the Parking Lease Agreement within this timeframe, provided that the obligations of both City and Developer shall be subject to the satisfaction of the contingencies set forth in Section 7 below. A draft of the Parking Lease Agreement shall be provided by Developer to City within thirty (30) days following the Effective Date and shall include customary terms for such an agreement.~~

~~7.~~5. **Contingencies to Performance**. The obligations of Developer hereunder shall be expressly conditioned upon the occurrence of all of the following:

(a) City shall have taken all required actions to approve the development plan and certificate of appropriateness for the Project, as well as requested variances from City zoning and subdivision regulations which are necessary to accommodate development of the Project in general conformance with **Exhibit B**, on or before the date than is four (4) calendar months after the first date when all such applications have been filed with City. ~~City agrees that it shall cause its administration to support such applications and requests to the extent that they accommodate the development of the Project in general conformance with the plan shown in **Exhibit B**;~~

(b) City shall have timely performed all of its obligations under Section 4 hereof;

(c) City shall have taken all actions necessary to confirm, to Developer's reasonable satisfaction, that the Project will receive the maximum benefits of the tax abatement afforded by the CRA and to subject the Project thereto; and

~~(d) The Parking Lease Agreement shall have been fully executed; and~~

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~~(e)~~(d) Developer shall have closed on its acquisition of the Property on or before October 31, 2020.

~~8.~~6. **Reporting and Payment**.

(a) Cost Certification. Along with each request for reimbursement of the costs of the New Public Infrastructure, detailed invoices for the costs for which reimbursement is being requested shall be delivered by Developer to City along with a written certification from Developer which certifies that the costs as detailed are true and correct (all such invoices and the certification to be referred to herein as the "Cost Certification"). City shall review the same and shall deliver to Developer any written objections that it may have to the same no later than fifteen (15) days after its receipt of detailed invoices. City and Developer shall then work cooperatively and in good faith to resolve the objection(s) within ten (10) days of delivery of such written objections to Developer. Each Party agrees to provide the other with such other written information, data, invoices, or similar documentation as reasonably requested by the other to effectuate the purposes of this Agreement and to verify the Parties' compliance with the terms hereof.

(b) City Cost Contingencies. There are certain costs that are outside of the Developer's control which are not included in the total costs subject to this Agreement and would need to be paid for by the City ("City Cost Contingencies"). This could cause the total Costs to be higher than the amounts subject to this Agreement, and City agrees to provide reimbursement to Developer of these costs if they are incurred, regardless of whether or not these costs exceed any reimbursement limitations other provided herein. These specific costs are as follows:

| ITEM | EXPLANATION/ EXAMPLES |
|---|---|
| 1) Material differing conditions | A major utility line not previously marked in the field or shown on any record drawings with the city is uncovered and is either broken or requires relocation. Costs associated with inadequate condition of existing utility lines. |
| 2) Unknown subsurface conditions | unsuitable soils and/ or subsurface conditions that are in the city rights of way that require additional costs to remedy |

**~~9.~~7. Miscellaneous.**

(a) Amendment; Waiver. No amendment or waiver of any provision of this Agreement shall be effective against any Party hereto unless in writing and signed by that Party.

(b) Enforceability. If any provision of this Agreement is or becomes invalid, illegal or unenforceable for any reason, such invalidity, illegality or unenforceability shall not affect the remainder of this Agreement and the remainder of this Agreement shall be construed and enforced as if such invalid, illegal or unenforceable portion were not contained herein, provided and to the extent such construction would not materially and adversely frustrate the original intent of the Parties hereto as expressed herein.

(c) Successors and Assigns. This Agreement shall inure to the benefit of, and be binding upon, each of City and Developer and their respective successors and assigns. Neither City nor Developer may assign its rights and obligations under this Agreement to an unaffiliated third party without the other Parties' prior written consent, not to be unreasonably withheld, conditioned, or delayed. Developer shall be permitted to assign its rights and obligations hereunder to another business entity in which it or its principals holds a controlling ownership interest.

(d) Warranties and Representations. Each Party to this Agreement represents and warrants to each other Parties as follows:

(i) It has the full right, power and authority to enter into this Agreement and to carry out its obligations hereunder, and the execution and delivery of this Agreement and the performance of its obligations hereunder have been duly and validly authorized by all necessary action.

(ii) This Agreement has been duly executed and delivered by it, and it constitutes a valid and binding obligation, enforceable against it in accordance with its terms.

(e) Notices. All notices and other communications hereunder shall be sufficiently given and shall be deemed given when personally delivered, when mailed by registered or certified mail, postage prepaid, or by e-mail, addressed the appropriate Party at its address indicated as follows:

If to Developer: Mill Street Investors LLC
c/o Metropolitan Holdings
1433 Grandview Avenue
Columbus, Ohio 43212
Attn: Matthew R. Vekasy and Andrew Lemmon
mvekasy@metropolitanholdings.com
alemmon@metroplitanholdings.com

If to City: City of Gahanna
200 South Hamilton Road
Gahanna, Ohio 43230
Attn: City Attorney
Email:_____

or such different addresses of which notice shall have been given in accordance with this Agreement.

(f) This Agreement will be governed by the laws of the State of Ohio without regard

to conflicts of laws principles.

(g) Dispute Resolution. Each Party acknowledges and agrees that in the event any alleged defaults under or breaches of this Agreement are alleged against another Party (the "Claims") and are not resolved through mediation as set forth herein, the Claims shall be determined by arbitration as set forth herein and that the award of the arbitrators shall be determinative of the merit of the claims.

(i) The Parties agree that their respective Claims shall be submitted first to mediation as hereinafter described and prior to any Claims being filed in a court of law:

(A) The Parties agree to select a mutually agreeable mediator within 14 days of the date when requested by a Party making a Claim.

(B) The costs and expenses of the mediator and the mediation shall be shared equally by the Parties.

(C) The Parties agree that the mediation shall be conducted at a mutually-agreeable place in Franklin County, Ohio.

(D) The mediation shall be conducted in accordance with the rules and procedures established by the selected mediator.

(E) The Parties shall each submit to the others, as well as the mediator, a complete Statement of Claims, which identifies with reasonable particularity the factual basis of each Claim asserted by that Party and the quantum thereof, or such other relief sought. The Statement of Claims shall be exchanged by the Parties and submitted to the mediator on or before a date selected by the mediator.

(ii) In the event that the Claims are not resolved through mediation as set forth above, the Parties agree to submit their respective claims to binding arbitration as hereinafter described:

(A) The Parties agree to submit their Claims to binding arbitration before a panel of three (3) arbitrators. The arbitration process shall be commenced by either party submitting a written demand therefore to the other Parties.

(B) The Parties agree that one arbitrator shall be selected by the Claimant and one arbitrator shall be selected by the respondents. The claimant and respondents shall identify to the others the identity of their appointed arbitrator within thirty (30) days of the execution of this Agreement. The Parties shall, subject to the final award of the panel, be responsible for the compensation and expenses of their respective Party-appointed arbitrators. The Party-appointed arbitrators shall be subject to challenge for good cause, including but not limited to the current or past representation of the Parties, or other business dealings, in

matters adverse to the other Parties or their respective counsel. The Party-appointed arbitrators shall disclose any matter or relationship which may give rise to a challenge for cause. Prior service of a Party-appointed arbitrator as a mediator or arbitrator in a matter involving the Parties or their respective counsel, shall not be grounds for a challenge for cause.

(C) The Parties shall attempt to agree upon the third arbitrator, who will serve as the chair of the arbitration panel. In the event that the Parties are unable to agree upon the identity of the third arbitrator within fourteen (14) days of the selection of the two Party-appointed arbitrators, they shall so notify the two Party-appointed arbitrators, who shall then select the third arbitrator. The third arbitrator selected by the two Party-appointed arbitrators shall be an attorney that is a member of the American Arbitration Association Large Complex Case Panel. The Parties shall, subject to the award of the panel, share equally the compensation and expenses of the third arbitrator.

(D) The Parties agree that the arbitration shall be conducted in general conformity with applicable Rules of the American Arbitration Association, but shall not be administered by, or be filed with, the American Arbitration Association. The Parties also agree to be subject to, and conduct the arbitration in accordance with, any rules prescribed by the arbitration panel. The award of the panel shall be final and binding upon the Parties and may be enforced in any court of competent jurisdiction in Ohio.

(E) The Parties agree that the exchange of information and documents, and the recording of testimony prior to arbitration, shall be consistent with the Rules identified in paragraph (d) above and that in the event of disagreement between the Parties, such dispute shall be determined by the Arbitrators.

(F) The arbitration panel shall decide each of the Claims asserted by the Parties and shall set forth its reasoned decision, in writing, signed by a majority of the arbitrators. The arbitration panel shall be specifically authorized to include as part of any award amounts due and/or paid as compensation to the arbitrators and any other arbitration fees, costs or expenses incurred.

The arbitration shall take place in Franklin County, Ohio, at a time and place agreed to by the Parties and the arbitration panel.

(h) Counterparts. This Agreement may be executed in any number of counterparts and each of such counterparts shall, for all purposes, be deemed to be an original, and all such counterparts shall together constitute but one and the same agreement.

(i) Default and Remedies. If any Party hereto fails to comply with any obligation, term, covenant, warranty or agreement to be kept, honored, observed or performed by that Party pursuant to the terms and provisions of this Agreement (a "Default"), and such Default is not

cured within fifteen (15) days after written notice thereof from the other Party and the other Party does not expressly waive such Default, then the non-defaulting Party may pursue the remedy of specific performance of the obligations under this Agreement from the other Party but may not pursue any remedies available at law.

(j) Force Majeure. Each Party hereto shall be excused from performing any obligation or undertaking provided in this Agreement, except any obligation to pay any sums of money under the applicable provisions hereof, in the event that, and only for as long as, the performance of any such obligation is prevented, delayed, retarded or hindered by an act of God, fire, earthquake, flood, explosion, extraordinary action of the elements, war, invasion, insurrection, terrorism, riot, mob violence, sabotage, general shortage of materials or supplies in the open market, condemnation, requisition, order of government or civil, military or naval authorities, all of which are not within the reasonable control of such Party (the "Force Majeure Event"). Such Party shall provide notice to the other Party within five (5) business days following the onset of the Force Majeure Event, specifying the cause which prevents such Party's performance and estimating the period of expected delay.

(k) Term and Termination. This Agreement shall remain effective for so long as any Party hereto has remaining obligations as detailed in this Agreement that have not been completed or fulfilled, unless earlier terminated pursuant to a specific right provided hereunder or as otherwise ordered by a court of competent jurisdiction.

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**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be duly executed and delivered as of the dates written below.

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**City:**

**CITY OF GAHANNA**

By: _____

Print Name:_____

Title:_____

Date:_____

**Approved at to Form:**

By:_____
Shane Ewald, City Attorney

[INSERT CITY FISCAL OFFICER CERTIFICATE]

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**Developer:**

**MILL STREET INVESTORS LLC**,
an Ohio limited liability company

By: _____
Matthew R. Vekasy, Manager

Date:_____

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