ORDINANCE C-19-26

AN ORDINANCE TO AUTHORIZE THE CITY ADMINISTRATOR TO EXECUTE AN AGREEMENT WITH AXIOM VENTURES, LLC FOR THE DEVELOPMENT OF THE BROADWAY LIVE PROJECT

WHEREAS, on January 1, 2025, City Council approved the Preliminary Development Plan for the Broadway Live project located north of Columbus Street and east of Broadway; and

WHEREAS, the Broadway Live project is a mixed-use project consisting of retail, multi-family residential, a public plaza, and food hall with associated private and public parking (the "Project"); and

WHEREAS, on September 2, 2025, City Council, in principle, agreed to financially commit to a not-to-exceed amount of Six Million Five Hundred Thousand Dollars ($6,500,000.00) for land acquisition, public parking, and improvements to Broadway and Cleveland Avenue, in support of the Project; and

WHEREAS, the Developer, Axiom Ventures, LLC, and the City have been negotiating an agreement regarding the development of the Project; and

WHEREAS, because this agreement will commit financial resources and encumber funds for a period that exceeds one year, it must be approved by Ordinance.

NOW THEREFORE BE IT ORDAINED BY THE COUNCIL OF THE CITY OF GROVE CITY, STATE OF OHIO, THAT:

SECTION 1: The City Administrator is hereby authorized to enter into an agreement with Axiom Ventures, LLC regarding the development of the Broadway Live Project as attached hereto as Exhibit A.

SECTION 2: This Ordinance shall take effect at the earliest opportunity allowed by law.

Ted A. Berry, President of Council

Richard L. Stage, Mayor

Passed: 05-18-2026

Effective: 06-18-2026

Attest:

Tami K. Kelly, MMC, Clerk of Council

I certify that this ordinance is correct as to form.

Stephen J. Smith, Director of Law

C-19-26

Exhibit A

PURCHASE OF LAND AND DEVELOPMENT AGREEMENT

This Purchase of Land and Development Agreement (the "Agreement") is made and entered into to be effective as of the ____ day of _____ 2026 (the "Effective Date"), by and between Axiom Ventures, LLC, an Ohio limited liability company with address at 159 East Livingston Avenue, Columbus, Ohio 43215 (the "Developer") and the City of Grove City, Ohio, a municipal corporation duly organized and validly existing under the Constitution and Laws of the State of Ohio and its City Charter with address at 4035 Broadway, Grove City, Ohio 43123 (the "City").

I. BACKGROUND

A. Developer is the owner of approximately 5.8 acres of land located within the City's Town Center and generally shown on the map attached hereto as Exhibit A (the "Property").

B. Developer will redevelop the Property as a mixed-use project consisting of retail, multi-family residential, a public plaza, and food hall with associated private and public parking (the "Project").

C. City Council passed CR-38-25, in principle, to financially commit to a not-to-exceed amount of Six Million Five Hundred Thousand Dollars ($6,500,000.00) for land acquisition, public parking, and improvements to Broadway and Cleveland Avenue, in support of the Project.

D. Per the terms set forth herein, Developer will sell to the City certain land within the Project, a portion of which the Developer will construct a public surface parking facility and a portion of which will be public open space.

E. Developer and City enter into this Agreement to address each parties' obligation in order to ensure the timely completion of the Project, including the public oriented component thereof.

II. TERMS AND CONDITIONS

A. **Development Plan.**

1. Developer shall submit a final development plan (the "Development Plan") for the Project's entirety in general conformity to the approved preliminary development plan (CR-04-25) (the "Preliminary Plan"), following approval of FEMA's Conditional Letter of Map Revision (CLOMR) for the Property.

2. The Development Plan submittal shall comply with the requirements of the Codified Ordinances of the City of Grove City and shall also include: the delineation of the approximate 2.19 acres of the Property (the "City Land") containing the open space and the parking facility (the "Parking Facility"); and, the public improvements to Cleveland Avenue and Broadway to be completed by Developer as part of the Project (the "Public Improvements"). The City agrees that the Public Improvements shall not include the relocation of electrical lines below ground and/or the installation of traffic signalization.

3. The City and Developer shall enter into a separate agreement regarding the Public Improvements identified on the approved Development Plan, which will address the design and construction of the Public Improvements and the reimbursement to Developer per Section II(B)(10)(b), (the "Infrastructure Agreement").

B. Purchase Contract.

1. The Developer shall sell and the City shall purchase the City Land containing open space and improved with the Parking Facility consisting of approximately 125 parking spaces.

2. The Developer at their cost shall construct the Parking Facility in general conformance with the approved Development Plan and in compliance with specifications contained in Exhibit B attached hereto and with plans prepared by the Developer and approved by the City (the "Approved Plans") as follows:

    a. The Developer and Developer's consultants shall work collaboratively and in good faith with the City and City's consultants during the Development Plan process with respect to information sharing, conceptual designs and layouts of the Parking Facility, including utility and stormwater routing.

    b. Upon approval of the Development Plan for the Project, the Developer and their consultants shall work collaboratively and in good faith on sharing engineering and survey information, including but not limited to storm routing, invert elevations, benchmarks, floor elevations, and other information as determined by the City's consulting engineer.

3. Prior to the 'Closing', (defined below), Developer shall cause the individual parcels comprising the Property to be combined and the City Land to be split as a separate tax parcel.

4. Developer shall deliver title to the City Land at the Closing by General Warranty Deed.

5. Within five (5) days of the Effective Date, Developer shall deliver all title commitments pertaining to the City Land existing on the Effective Date.

6. Within five (5) days of the Effective Date, Developer shall deliver all environmental reports pertaining to the City Land existing on the Effective Date. Developer shall cause the environmental reports to be certified to the City at the Closing.

7. Property taxes attributable to the City Land shall be reasonably calculated by the parties and shall be prorated at the Closing.

8. All closing costs and title company fees shall be split between the parties on a 50/50 basis at the Closing.

9. The City and Developer represent and warrant that they, respectively, have not dealt with any broker, agent, finder or similar party in connection with the transactions contemplated by this Agreement. The Developer hereby indemnifies, defends and holds harmless the City from any liability, cost or expense (including, without limitation, reasonable attorneys' fees and costs of enforcement of the foregoing indemnity, whether arising in any

underlying action or in the enforcement of this right of indemnification) arising out of the falsity of the foregoing representation by Developer. The provisions of this Section II(B)(9) shall survive the Closing.

10. The City shall pay to the Developer Six Million Five Hundred Thousand Dollars ($6,500,000.00) as follows:

    a. Within five (5) business days of the Developer's completion of the construction of the Parking Facility and the City's acceptance of the maintenance bond for the Parking Facility, the Developer shall transfer the City Land to the City, and the City shall pay Four Million Dollars ($4,000,000.00) to Developer (the "Closing").

    b. Upon the completion of each of the identified Public Improvements to Cleveland Avenue and Broadway, the City shall reimburse to Developer the cost of said improvement pursuant to the Infrastructure Agreement, up to a total accumulative amount for all Public Improvements equal to One Million Five Hundred Thousand Dollars ($1,500,000.00) (the "Public Improvement Funds"). Public Improvement Funds remaining after the City's reimbursement to the Developer for the Public Improvements, if any, shall be paid to the Developer at the time of the 'Final Payment' (defined below).

    c. Upon the final completion of the Project the City shall pay the remaining One Million Dollars ($1,000,000) to the Developer (the "Final Payment").

C. Development and Maintenance of Project.

1. The City agrees to support the Project as generally depicted on the Preliminary Plan including the following entitlement applications before the Planning Commission, City Council and FEMA, as applicable:

    a. The Development Plan for the Project is in general conformance with the approved Preliminary Development Plan and the City's Codified Ordinances.

    b. Variance request(s), in general conformity to the Development Plan from the Stream Corridor Protection Regulations necessary for the Project.

    c. The National Flood Insurance Program map revisions.

    d. Special use permit application(s) for outside seating, in general conformity with the Development Plan and City's Codified Ordinances.

2. The Developer agrees to a minimum parking requirement of one (1) parking space per bedroom for the residential portion of the Project. Parking spaces on the City Land shall not be considered for purposes of calculating this parking requirement.

3. Developer or Developer's successor in interest to the residential component of the Project shall be responsible for the maintenance of the compensatory storage area as well as the surrounding open space area as designated on the Development Plan so long as said areas are restricted for passive use.

4. Developer and City shall equally participate in the sharing of costs as determined by the City's consulting engineer, associated with maintaining compliance with FEMA's issuance of the LOMR.

5. The City agrees to support the vacation of the existing City utility easements; acceptance of easements relocating the existing utility easements; the granting of easement(s) to permit the Project's stormwater to flow into City stormwater lines located on the City Land as shown on the approved Development Plan.

6. The City and the Developer shall work collaboratively and use reasonable, good faith efforts to refine the scope of the Project and to comply with the City's zoning, permitting and design review and approval process, including the Planning and Zoning Code. The City and the Developer will cooperate and use reasonable, good faith efforts in connection with execution of reciprocal easement agreements or similar instruments with respect to the Project that are reasonably necessary to facilitate ingress, egress, access to utilities and access to other public improvements. The Developer may apply for and receive any and all other awards available and applicable to the Project from any and all federal, state and local governmental authorities. The City and Developer will cooperate and use reasonable, good faith efforts to obtain eligible funding, grants, subsidies or other incentives available for the Project and for the benefit of the surrounding area provided; however, the City's cooperation and efforts are at the City's complete discretion.

D. **Community Reinvestment Area ("CRA").** The Property is located in a "pre-1994" CRA. The Developer shall prepare and file or cause to be prepared and filed, all necessary exemption applications with the City to commence the CRA exemption for each portion of the Project, in accordance with the applicable provisions of the Ohio Revised Code. The City shall cooperate with the Developer in obtaining CRA exemptions for the Project, and in a timely manner shall provide all necessary forms and, subject to receiving properly completed applications, approvals for the CRA exemptions, including the required certification of each CRA exemption by the City's Housing Officer to the Franklin County Auditor (the "County Auditor"). As provided in the Ohio Revised Code and the City's CRA legislation, the CRA exemption shall be 15 years, 100%, and are intended to commence for the calendar year following the year in which the City's CRA Housing Officer certifies the CRA exemption for each improvement to the County Auditor. It is the express intention of the Developer and the City that the CRA exemptions take precedence over any Tax Incremental Financing exemption that applies to the same portion of the Property for the term of the CRA exemptions.

E. **Developer's Representations, Covenants and Warranties.**

1. It is an Ohio corporation duly organized and validly existing under the laws of the State of Ohio and is fully qualified to transact its business in the State of Ohio;

2. It is not in violation of or in conflict with any provisions of the laws of the United States of America or the State applicable to the Developer that would impair its ability to carry out its obligations contained in this Agreement;

3. This Agreement has, by proper action, been duly authorized, executed and delivered by the Developer and all steps necessary to be taken by the Developer, have been taken to constitute the Agreement and the covenants and agreements of the Developer contemplated herein are valid and binding obligations of the Developer, enforceable in accordance with

their terms;

4. (A) It has full power and authority to execute, deliver and perform this Agreement, (B) to the knowledge of the Developer, that execution, delivery and performance do not and will not violate any provision of law applicable to the Developer or the Developer's organizational or operating agreements, and (C) neither the entering into this Agreement nor performance thereof will constitute a violation or breach by the Developer of any contract, agreement, understanding, or instrument to which the Developer is a party or, to the best of its knowledge, by which the Developer is subject or bound, of any judgement, order, writ, injunction or decree issued against or imposed upon them, or, to the best of its knowledge, will result in the violation of any applicable law, order, rule or regulation of any government or quasi- governmental authority;

5. There is no pending litigation, investigation or claim which affects or which might affect the Developer's performance of this Agreement and to the best of the Developer's knowledge, there is no threatened litigation, investigation or claim that affects or that might affect the Developer's performance of this Agreement; and

6. The representations and agreements of the Developer made in this Agreement shall be deemed to apply as of the date of the execution of this Agreement and shall be construed as continuing representations and agreements and such representations made by the Developer are made with the knowledge and expectation that notwithstanding any investigation conducted by or on behalf of the City (except as expressly stated in this Agreement), the City is placing complete reliance thereon and that such representations are to be treated as material to the City entering into this Agreement and the Developer further represents that no representation set forth in this Agreement contains any untrue statement of material fact or omits to state a material fact necessary in order to make the statement contained herein not materially misleading or not misleading in light of circumstances under which they are made; and

    a. The Developer warrants, except as disclosed in writing to the City, that it has not employed or retained any company or person other than a bona fide employee working solely for the Developer to solicit or secure this Agreement, and that the Developer has not paid or has not agreed to pay any fee, commission, percentage, brokerage fee, or other consideration contingent upon or resulting from the award or making of this Agreement. The Developer warrants that, to the best of its knowledge, it is not prohibited from contracting with the City by any provision of the Ohio Revised Code relating to conflicts of interest, illegal interest in government contracts, or any other ethical prohibition, and for breach or violation of this warranty, the City shall have the right to annul this Agreement with no further obligation or penalty.

    b. The Developer acknowledges and agrees that the City is entering into this Agreement for the purpose of facilitating the development of the entire Property.

F. <u>City Covenants and Representations.</u>

1. To the knowledge of the undersigned City officials, neither the entering into this Agreement nor the performance thereof will constitute a violation or breach by the City of any contract, agreement, understanding or instrument to which the City is a party or by which the City is subject or bound, of any judgment, order, writ, injunction or decree issued against or

imposed upon them, or will result in the violation of any applicable law, order, rule or regulation of any governmental or quasi-governmental authority.

2. To the knowledge of the undersigned City officials, there is no pending litigation, investigation or claim which affects or which might affect the City's performance of this Agreement and there is no threatened litigation, investigation or claim that affects or that might affect the City's performance of this Agreement.

3. Except for actions contemplated by this Agreement, as of the date of the execution of this Agreement, the undersigned City officials have no information or knowledge of any change contemplated in the applicable laws, ordinances or restrictions or any judicial or administrative action that would prevent, limit or impede the Developer's undertaking of the Development.

4. The representations of the City made in this Agreement shall be deemed to apply as of the date of the execution of this Agreement and such representations made by the City are made with the knowledge and expectation that notwithstanding any investigation conducted by or on behalf of the Developer (except as expressly stated in this Agreement), the Developer is placing complete reliance thereon and that such representations are to be treated as material to the Developer in entering into this Agreement and the City further represents that no representation set forth in this Agreement contains any untrue statement of material fact or omits to state a material fact necessary in order to make the statement contained herein not materially misleading or not misleading in light of circumstances under which they are made.

G. <u>Remedies.</u>

1. In General. Except as otherwise provided in this Agreement, in the event of any default in or breach of this Agreement by either party hereto, or any successor to such party, such party (or successor) shall, within fifteen (15) days of receipt of written notice from the other, proceed to cure or remedy such default or breach. In case such action is not taken or not diligently pursued, or the default or breach shall not be cured or remedied within a reasonable time, the aggrieved party may institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach, including, but not limited to, proceedings to compel specific performance by the party in default or breach of its obligations. All rights and remedies shall be cumulative and shall not be construed to exclude any other remedies allowed at law or in equity.

2. Unforeseeable Delay. Neither party shall be considered in breach of its obligations under this Agreement due to unforeseeable causes beyond its reasonable control and without its fault or negligence, including, but not restricted to, acts of God, acts of the public enemy, acts of the Federal Government, orders of courts, acts of the other party, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather or delays of subcontractors due to such causes; it being the purpose and intent of this provision that in the event of the occurrence of any such unforeseeable delay, the time for performance of the obligations shall be extended for the period of the unforeseeable delay. The party seeking the benefit of the provisions of this subsection shall, within ten (10) calendar days after the beginning of any such unforeseeable delay, have first notified the other party thereof in writing, and of the cause or causes thereof, and requested an extension for the period of the unforeseeable delay. With respect to the Developer, delays or failures to perform due to lack of funds or the inability to procure labor or materials shall

not be deemed unforeseeable delays beyond the reasonable control of the Developer.

H. Miscellaneous.

1. Notices. Any notice or consent required or permitted to be given by or on behalf of either party to the other shall be given by mailing such notice or consent by United States certified or registered mail, postage prepaid and return receipt requested, or via a reputable express overnight mail service which provides proof of delivery addressed to the parties as set forth below or at such other address as may be specified from time to time in writing delivered to the other party. Notices shall be effective upon receipt or refusal, as the case may be.

If to the Developer:	Axiom Ventures, LLC 159 East Livingston Avenue Columbus, Ohio 43215
And to:	Donald T. Plank, Esq. Plank Law Firm, LPA 411 East Town St., Fl 2 Columbus, Ohio 43215
If to the City:	City of Grove City Attn: City Administrator 4035 Broadway Grove City, Ohio 43123
And to:	Frost Brown Todd Attn: Stephen J. Smith 10 West Broad St. One Columbus Center, Ste 2300 Columbus, Ohio 43215

2. Conflict of Interest. Representatives of the City Not Individually Liable. No official or employee of the City shall have any personal interest, direct or indirect, in this Agreement, nor shall any such official or employee participate in any decision relating to this Agreement that affects his or her personal interests or the interest of any corporation, partnership, or association in which he or she is, directly or indirectly, interested. No official or employee of the City shall be personally liable to the Developer, or any successor in interest, in the event of any default or breach by the City or for any amount or amounts which may become due to the Developer or any successor to the Developer or on any obligations under the terms and conditions of this Agreement.

3. Process of Agreement. The execution of this Agreement by the City Administrator on behalf of the City has been approved by the City Council through the adoption of Ordinance _____ 202_, and as of the date of this Agreement that Ordinance remains in full force and effect. Developer, by appropriate written corporate authorization, will duly designate an officer of Developer to execute this Agreement.

4. Relationship of Parties. Nothing contained in this Agreement shall be deemed or construed, either by the parties hereto or by any third party, to create the relationship of principal and

agent or to create any partnership, joint venture or other association between Developer and the City.

5. Income Tax. The Developer shall withhold all City income taxes due or payable under the provisions of the income tax ordinance for wages, salaries and commissions paid to its employees (if any) pursuant to the Codified Ordinances of the City of Grove City, Ohio. The Developer shall require its contractors or subcontractors to withhold any such City income taxes due for services arising from or in relation to the Development or this Agreement. The Developer shall be liable for any unpaid City income taxes of the employees, contractors, or subcontractors relating to the Development. Upon request, the Developer shall submit, in a format acceptable to the Finance Director, a reconciliation of all wages paid to its employees, contractors, and subcontractors that performed work in the City with respect to the Development.

6. Mutual Consent. This Agreement may be canceled or modified by the mutual written consent of (A) Developer on the one hand, and (B) the City acting through the City Administrator, on the other hand. Wherever the City is entitled to act under this Agreement (e.g. delivery of notices, exercise of options, written waivers or consent), such action may be taken by the City Administrator except as expressly provided herein.

7. Waivers. All waivers of the provision of this Agreement must be in writing and signed by the appropriate authorities of the City and Developer, and all amendments hereto must be in writing and signed by the appropriate authorities of the City and Developer. No consent or waiver, express or implied, by either party to or of any breach of any covenant, condition, or duty of the other party shall be construed as a consent or waiver to or of any other breach of the same or any other covenant, condition or duty to be observed by the other party.

8. Municipal Power. Nothing in this Agreement shall be construed to be in derogation of the powers granted to the municipal corporations by Article XVIII of the Ohio Constitution, including the right to protect the health, safety and welfare of its citizens.

9. Indemnification. Developer shall, at its cost and expense, defend, indemnify and hold the City and any officials, employees, agents and representatives of the City, its successors and assigns (collectively the "Indemnified Parties" and each an "Indemnified Party"), harmless from and against, and shall reimburse the Indemnified Party for, any and all loss, cost, claim, liability, damage, judgment, penalty, injunctive relief, expense or action (collectively the "Liabilities" and each a "Liability"), other than "Excluded Liabilities," defined below, whether or not the Indemnified Party shall also be indemnified as to any such claim by any other person, the basis of which claim (a) was caused by or results from the actions or failures to act of Developer, its affiliates, agents, employees, contractors, subcontractors and material suppliers while in possession or control of the Development, whether or not such action or inaction was negligent or reckless, or is in any way related to the construction of the Development or the selection of contractors, subcontractors or material suppliers relating thereto; (b) is based, in whole or in part upon failure or alleged failure of Developer, or its affiliates to satisfy their obligations under this Agreement; (c) relates to fraud, misapplication of funds, illegal acts, or willful misconduct on the part of Developer or its affiliates; or (d) relates to the bankruptcy or insolvency of Developer or its affiliates. The indemnity provided for herein shall survive the expiration or termination of this Agreement and shall be separate and independent from any remedy under any other agreement related to the Development.

"Excluded Liability" means each Liability to the extent it is attributable to (i) the gross negligence or willful misconduct of any Indemnified Party or the failure of any Indemnified Party that is a third-party beneficiary of this Agreement to perform any obligation required to be performed by the Indemnified Party as a condition to being indemnified hereunder, including without limitation, the settlement of any Liability without the consent of the Developer, and/or, (ii) to the extent the Developer's ability to defend a Liability is prejudiced materially by the failure of an Indemnified Party to give timely written notice to the Developer of the assertion of a Liability.

Upon notice of the assertion of any Liability, the Indemnified Party shall give prompt written notice of the same to the Developer. Upon receipt of written notice of the assertion of a Liability, the Developer shall have the duty to assume, and shall assume, the defense thereof, with power and authority to litigate, compromise or settle the same; provided that, the Indemnified Party shall have the right to approve any obligations imposed upon it by compromise or settlement of any Liability or in which it otherwise has a material interest, which approval may be withheld in its sole discretion.

At Developer's expense, an Indemnified Party may employ separate counsel and participate in the defense of any Liability; provided, however, that any such fees and expenses must be reasonable and necessary to protect the interests of the Indemnified Party. The Developer shall not be liable for any settlement of any Liability made without its written consent, but if settled with the written consent of the Developer, or if there is a final judgment for the plaintiff in an action, the Developer agrees to indemnify and hold harmless the Indemnified Party, except only to the extent of any Excluded Liability.

10. Severability. The obligations of the City hereunder are effective to the extent permitted by law. In the event that any portions, sections or subsections of this Agreement are rendered invalid by the decision of any court or by the enactment of any law, ordinance or regulation, such provision of this Agreement will be deemed to have never been included therein and the balance of the Agreement shall continue in full force and effect.

11. Authority. Each party to this Agreement hereby represents and warrants that it is executing this Agreement with the full and proper authority and that the parties whose names appear hereon are duly authorized and empowered to make and execute this Agreement and that this Agreement is supported by consideration.

    The City is a political subdivision of the State of Ohio and is entitled to all of the immunities and defenses provided by law. Furthermore, no covenant, obligation or agreement of the City contained in this Agreement shall be deemed to be a covenant, obligation or agreement of any present or future council member, officer, agent or employee of the City in other than their official capacity and neither the council members of the City approving this Agreement nor any officer or employee of the City executing this Agreement shall be liable personally by reason of the covenants, obligations or agreements of the City contained in this Agreement.

12. Assignment. This Agreement shall be binding on the parties hereto and their respective successors and assigns. The parties acknowledge that substantial time and effort have been invested in the negotiation of this Agreement, and the City has entered into this Agreement with an understanding of the unique capabilities of the Developer, and, therefore, any assignment of this Agreement by the Developer shall be subject to the prior written consent of the City, which consent shall be granted in the City's sole discretion and may only

be made to a person or entity financially capable of completing the Development and the On-Site Infrastructure and Off-Site Infrastructure. Any such assignment shall expressly provide that the assignee shall comply with all the terms and requirements of this Agreement.

13. Merger and Amendment. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the Development, the Development Site, and the Developer Infrastructure Improvements to be completed in connection therewith, and contains all of the covenants, agreements, and other terms and conditions between the parties hereto with respect to the same. No waivers, alterations or modifications of this Agreement or any agreements in connection therewith shall be valid unless in writing and duly executed by all parties hereto.

14. Equal Employment Opportunity. In accordance with Ohio Revised Code Section 5709.832, the Developer agrees that it will not deny any individual employment based on considerations of race, religion, sex, disability, color, national origin or ancestry. In addition, no owner of the Property shall deny any individual employment based on considerations of sexual orientation, gender identity and expression, age. or veteran status. Any declarations recorded in connection with the Project shall provide that the provisions of this subsection shall be covenants running with the land.

15. Counterparts. This Agreement may be executed in counterpart, and in several counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same Agreement. Signatures transmitted or stored by electronic means are deemed to be original signatures.

16. Governing Law; Venue. This Agreement shall be governed exclusively by and construed in accordance with the laws of the State of Ohio, without regard to its conflict of law provisions that would cause the application of the laws of another jurisdiction. Each party hereto (i) irrevocably consents to the exclusive jurisdiction of any state court located within Franklin County, Ohio, in connection with any matter based upon or arising out of this Agreement, (ii) agrees that process may be served upon them in any manner authorized by the laws of the State of Ohio, and (iii) waives and covenants not to assert or plead any objection which they might otherwise have under such jurisdiction or such process.

17. Further Actions. The City and Developer agree to execute such additional documents, and take such further actions, as may reasonably be required to carry out the provisions and intent of this Agreement.

18. Language. The language in all parts of this Agreement shall in all cases be construed as a whole according to its fair meaning and not strictly for nor against either the City or the Developer. Section headings in this Agreement are for convenience only and are not to be construed as a part of this Agreement or in any way defining, limiting, or amplifying the provisions hereof.

19. Litigation Notice; Management. The Developer shall give the City prompt notice of any action, suit or proceeding by or against the Developer, at law or in equity, or before any governmental instrumentality or agency, of which that Developer has notice, which, if adversely determined, would materially impair the right or ability of the City or the Developer to implement and operate the Project, or would materially impair the right or ability of the Developer to implement, operate, maintain and develop the Project on the

Property or would materially and adversely affect any of its business, operations, properties, assets or condition (financial or otherwise) together with a written statement setting forth the details thereof and any actions with respect thereto taken or proposed to be taken by the Developer in response thereto.

20. City Financial Obligations. All payment obligations of the City hereunder are expressly subject to appropriation by City Council of funds necessary to make those payments and are binding on City only to the extent of such appropriation. Any of City's payment obligations under this Agreement do not constitute an indebtedness of the City 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 for the payment of any amount owed by the City hereunder. Except as specifically provided for herein, the City has no responsibility for the financing, design, construction, operation, maintenance and/or repair of the Project or the Public Improvements.

The Developer has caused this Agreement to be duly executed by _____, its President, and the City has caused this Agreement to be duly executed by its City Administrator, as authorized by Ordinance No. [_____] 202_, all as of the date first above written.

CITY OF GROVE CITY, OHIO

By:_____

Charles W. Boso, Jr./Date

AXIOM VENTURES, LLC

By:_____

Tim Kaskewsky/Date

By:_____

Ethan Temianka/Date

Approved as to form:

_____

Signature Date

Stephen J. Smith
City Attorney

Exhibit A

Number	Parcel Information
1	040-000097 3902 BROADWAY W H BARBEE EXT 2.760 ACRES
2	040-000002 3282 CLEVLAND AVE W H BARBEE EST 1 ACRE
3	040-000332 CLEVELAND AVE W H BARBEE ESTATE 41.7X307.3FT W S
4	040-000024 3975 ARBUTUS ST LOT 67 & 50 FT N E LOT 68
5	40-000090 3308 COLUMBUS ST IN LOT LOT 67 EX 50 FT N E
6	040-000120 3312 E COLUMBUS ST LOT 68 EX 50 FT N E
7	040-000492 3318 E COLUMBUS ST CITY OF GROVE CITY LOT 69
8	040-000846 3324-26 COLUMBUS ST CITY OF GROVE CITY IN LOT 70 & 20' VAC 1ST ST
9	040-000222 000 COLUMBUS STREET GROVE CITY INLOT 71EX SW COR & & ES INLOT 72 & 20'VAC 1ST ST
10	040-000866 COLUMBUS STREET GROVE CITY PT INLOT 72 (0.137 ACRE)
11	040-000207 COLUMBUS ST SEE DUP FOR DESC LOT 72-3
12	40-000803 3952 BROADWAY SEE DUP FOR DESC 72-3-4

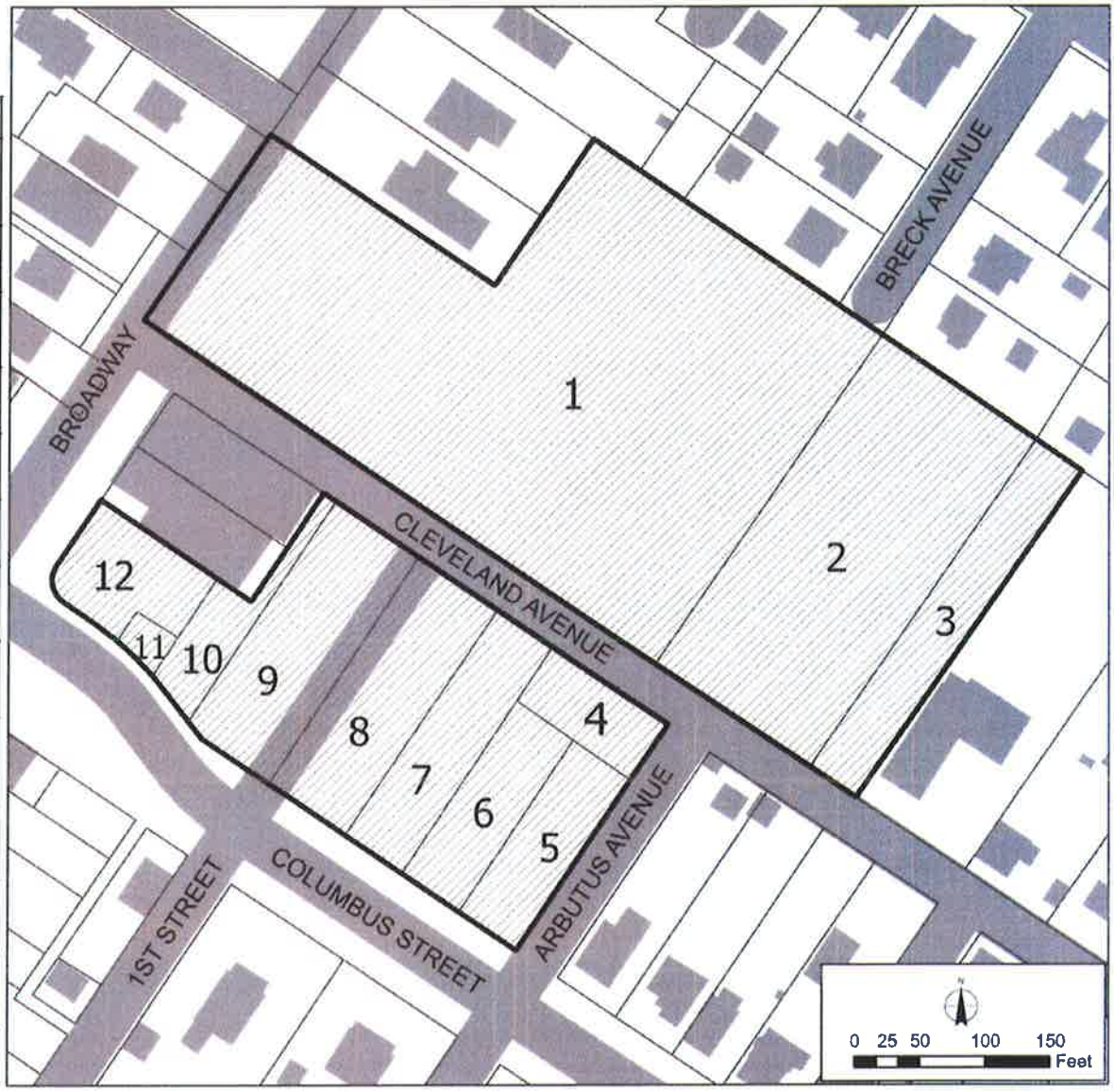


Exhibit B

PARKING FACILITY CONSTRUCTION SPECIFICATIONS

Curbs, approaches, ramps, sidewalks, catch basins, crossings and like design elements:

Shall be in compliance with Grove City standard drawings for straight 18-in curb, sidewalk, curb ramps, and catch basins.

Lighting:

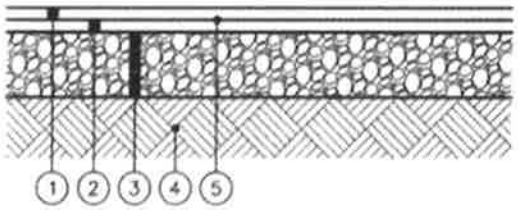
Shall use the City's standard residential post-top light pole and luminaire. A photometric plan showing adequate light coverage for all pedestrian and vehicular areas, maintaining a minimum 0.3 fc influence.

Landscaping:

Shall be in accordance with Section 1137 of the City's codified ordinances.

Pavement:

Shall be in accordance with the pavement section below.



PARKING LOT PAVEMENT SECTION

Not To Scale

1. Item 441 – Asphalt Concrete Surface Course, Type 1, (448), PG 64–22, t=1.5"
2. Item 301 – Asphalt Concrete Base, t=3"
3. Item 304 – Aggregate Base, t=6"
4. Item 204 – Subgrade Compaction
5. Item 407 – Non-Tracking Tack Coat (0.1Gal / SY)

NOTE:
All pavement materials shall conform to the latest edition of the City of Columbus Construction and Material Specifications together with the State of Ohio, Department of Transportation Construction and Material Specifications.