GROVE CITY, OHIO COUNCIL
LEGISLATIVE AGENDA

August 21, 2023 | 6:30 Caucus | 7:00 p.m. Regular Meeting

Call to Order: Pres. Berry / Roll Call / Approval of Minutes / Welcome & Reading of Agenda

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LANDS: Mr. Schottke

Ordinance C-28-23 Approve the Rezoning of 96.3± acres located at 2088 and 2134 London Groveport Road from SF-1 to PUD-R with Text. Second reading and public hearing.

Ordinance C-30-23 Accept the Annexation of 0.918± acres located at 3972 Orders Road. Second reading and public hearing.

Ordinance C-31-23 Approve a Special Use Permit for a Day Care Center for Enchanted Dreamers Childcare Learning Center, LLC located at 4461 Broadway. First reading.

Ordinance C-32-23 Approve the Rezoning of 3.407± acres located West of Front Street and North and South of Cleveland avenue from R-2 to PUD-C. First reading.

Ordinance C-33-23 Amend the Zoning Text for Beulah Park, Subarea B, located South of Southwest Blvd. and East of Demorest Rd. as adopted by Ord. C-24-18. First reading.

Resolution CR-34-23 Approve the Development Plan for Buffalo Wild Wings located at 4108 Buckeye Parkway.

SERVICE: Ms. Houk

Ordinance C-34-23 Vacate and Transfer portions of Cleveland Avenue and Front Street Public Right-Of-Way. First reading.

FINANCE: Mr. Holt

Ordinance C-35-23 Amend Chapter 161.10 of the Codified Ordinances titled Employee Status, Number of Employees per Department, Pay Grades. First reading.

Ordinance C-36-23 Authorize the City Administrator to enter into an Agreement with Arcadia Infrastructure I, LLC. First reading.

Resolution CR-35-23 Authorize the City Administrator to seek financial assistance from the State Capital Improvement Program/Local Transportation Improvement Program for funding of the North Meadows Drive Realignment Project.

New Business Call for Dept. Reports & Closing Comments Adjourn

ON FILE: Minutes of: 08/07 Council; 08/08 Planning Commission

Date: 07/11/23	No.: C-28-23
Introduced By: Mr. Schottke	1st Reading: 07/17/23
Committee: Lands	Public Notice: 07/18/23
Originated By: Plan. Comm.	2nd Reading: 08/21/23
Approved:	Passed: ____ Rejected:
Emergency: ___ 30 Days: __	Codified: ___ Code No:
Current Expense:	Passage Publication:

ORDINANCE C-28-23

AN ORDINANCE FOR THE REZONING OF 96.3± ACRES LOCATED AT 2088 AND 2134 LONDON GROVEPORT ROAD FROM SF-1 TO PUD-R WITH ZONING TEXT

WHEREAS, a petition was filed with the Planning Commission of the City of Grove City praying for the recommendation of said Commission in regard to the rezoning of certain premises hereinafter described; and

WHEREAS, the Planning Commission approved the rezoning on July 05, 2023; and

WHEREAS, a copy of the ordinance, together with a map and plat and the report of the Planning Commission has been on file in the Clerk's office for thirty days for public inspection.

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

SECTION 1. The following described premises are rezoned from SF-1 to PUD-R w/zoning text:

> Situated in the State of Ohio, County of Franklin, City of Grove City and being a part of Virginia Military Survey 469 *and being out of an original 99.478 acre tract conveyed to Paul E. Harris Jr. by deed, as recorded in Official Records, Recorder's Office, Franklin County, Ohio,* and being more fully described in Exhibit "A" attached hereto and made a part hereof.

SECTION 2. The comprehensive zoning map is hereby amended to conform to the provisions of this ordinance.

SECTION 3. This ordinance shall take effect at the earliest opportunity allowed by law.

Ted A. Berry, President of Council

Passed:
Effective:

Richard L. Stage, Mayor

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-28-23
Exhibit A

Received By:
Grove City Development
5/31/23

LEGAL DESCRIPTION

Description of 96.694 ACRES +/- TO BE ANNEXED FROM JACKSON TOWNSHIP TO CITY OF GROVE CITY

Situated in the State of Ohio, County of Franklin, Jackson Township, Virginia Military Survey Number 469 and being out of an original 99.478 acre tract as conveyed to Paul E. Harris Jr of record in Official Record Volume 04889, Page F07 being Franklin County Ohio Auditor's PID 160-000147 and PID 160-001708, also being out of a 9.308 acre tract as conveyed to Paul E. Harris Jr. of record in Official Record Volume 1664, Page A16 and being Franklin County Ohio Auditor's PID 160-002869, all deed references are on record at the Recorder's Office of Franklin County, Ohio and being more particularly described as follows:

BEGINNING at a northwesterly corner of said 99.478 acre tract, and being a southerly corner of a 21.564 acre tract as conveyed to Amazing Grace Christian of record in Instrument Number 200509290204223, and being at the intersection of the existing City of Grove City Corporation Line, Case 43-92, Ordinance Number C-36-93, of record in in Official Record 22652 C-16 with existing City of Grove City Corporation Line, Case 9-75, Ordinance Number C-70-75, of record in Miscellaneous Volume 165, Page 584;

Thence northeasterly, with said existing City of Grove City Corporation Line, Case 9-75, with the southerly line of said 21.564 acre tract, and with the southerly line of a plat entitled Quail Creek Section 5, of record in Plat Book 98, Page 29, a distance of approximately 2,002 feet to a point;

Thence northeasterly, continuing with said southerly lines and said existing city of Grove City Corporation Line, Case 9-75, a distance of approximately 276 feet to the northwesterly corner of a 1.288 acre tract as conveyed to Lora B. Thrun and Jay S. Thrun of record in Instrument Number 200707100120159;

Thence southerly, with the westerly line of said 1.288 acre tract, with the westerly line of a 0.574 acre tract as conveyed to Kamryn. L Ream and Douglas R. Ream, of record in Instrument Number 200111020253869, with the westerly line of a 0.574 acre tract as conveyed to Jeffrey Louis Spellacy and Amy Elizabeth Spellacy, of record in Instrument Number 202012170201608, and the westerly line of a 1.148 acre tract as conveyed to Richard. R. Bonner and Jacqueline M. Bonner, of record in Deed Book Volume 3283, Page 422, a distance of approximately 595 feet to a point at the southwesterly corner of said 1.148 acre tract;

Thence easterly, with the southerly line of said 1.148 acre tract, a distance of approximately 216 feet to a point in the westerly Right-of-Way line of Borror Road;

Thence, southerly with said westerly Right-of-Way line, a distance of approximately 102 feet to a point in the northerly line of a 4.909 acre tract as conveyed to Ralph M. Morgan and Vivian K. Dooley, of record in Instrument Number 19970720038007;

Thence westerly, with the northerly line of said 4.909 acre tract, a distance of approximately 584 feet to the northwesterly corner of said 4.909 acre tract;

Thence southerly, with the westerly line of said 4.909 acre tract, a distance of approximately 227 feet to the southwesterly corner of said 4.909 acre tract;

Thence southeasterly, with the southerly line of said 4.909 acre tract, a distance of approximately 365 feet to the northwesterly corner of a 2.791 acre tract as conveyed to Brian L. Ruede and Andrea Ruede, of record in Instrument Number 202110270195518;

Thence southwesterly, with the westerly line of said 2.791 acre tract and with the westerly line of a 5.014 acre tract as conveyed to James F. Trytek and Constance L. Trytek, of record in Offical Record 3046, Page D12, a distance of approximately 821 feet to a point at the southwesterly corner of said 5.014 acre tract;

Thence easterly, with the southerly line of said 5.014 acre tract and through the Right-of-Way of Borror Road, a distance of approximately 862 feet to a point in said easterly Right-of-Way line of Borror Road and a point on the existing city of Grove City Corporation Line, Case 90-01, Ordinance Number C-48-02 and Instrument Number 200206180150449;

Thence southerly, with said easterly Right-of-Way line of Borror Road, the west line of Indian Trails Number 1 Subdivision of record in Plat Book 49, Page 68 and said existing corporation line, a distance of approximately 491 feet to a point in the Right-of-Way line, the southwest corner of said Indian Trails Subdivision and said existing corporation line;

Thence westerly, through said Borror Road Right-of-Way a distance of approximately 60 feet to a point in the westerly Right-of-Way of Borror Road;

Thence southerly, with said westerly Right-of-Way line of Borror Road a distance of approximately 829 feet to its intersection with the northerly Right-of-Way line of London-Groveport Road (S.R. 665);

Thence northwesterly, with said northerly Right-of-Way line of London-Groveport Road (S.R. 665), a distance of approximately 2,259 to a point on the easterly line of a 0.763 acre tract as conveyed to Paul G. Fleming, of record in Official Record Volume 29014, Page D17;

Thence northerly, with the easterly line of said 0.763 acre tract, a distance of approximately 269 feet to a point at the northeasterly corner of said 0.763 acre tract,

Thence southwesterly, with the northerly line of said 0.763 are tract, and with the northerly line of a 0.585 acre tract as conveyed to David A. Nelson, of record in Instrument Number 202006030077230, a distance of approximately 195 feet to a point;

Thence westerly, with the northerly line of said 0.585 acre tract, a distance of approximately 234 feet to a point in said northerly Right-of-Way line and the northerly line of a 0.175 acre tract as conveyed to State of Ohio Department of Transportation, FRA 665-10.09 Parcel 3WD, of record in Instrument Number 200611150228116;

Thence, with said northerly Right-of-Way of a 0.175 acre tract and with the northerly line of a 0.023 acre tract as conveyed to State of Ohio Department of Transportation, FRA 665-10.09, Parcel 2WD, of record in Instrument Number 200612140248315 the following courses:

Northwesterly a distance of approximately 9 feet to a point;

Northeasterly a distance of approximately 38 feet to a point;

Northwesterly a distance of approximately 24 feet to a point;

Southwesterly a distance of approximately 10 feet to a point on the easterly line of a 4.741 acre tract as conveyed to Michael Mason and Theresa L. Mason, of record in Instrument Number 201601040000488 and being the easterly line of an existing City of Grove City Corporation Line, Case 39-02, Ordinance Number C-11-03, of record in Instrument Number 20030313007138;

Thence, with the easterly line of said 4.741 acre tract and said existing City of Grove City Corporation line the following courses:

Northerly, a distance of approximately 262 feet to a point;

Easterly, a distance of approximately 78 feet to a point;

Northerly, with existing City of Grove City Corporation Line Case 39-02, Ordinance Number C-11-03, of record in Instrument Number 200303130074138, and partly with said existing City of Grove City Corporation Line, Case 43-92, Ordinance Number C-36-93, of record in in Official Record 22652 C-16 a distance of approximately 655 feet to a point;

Thence easterly, with a southerly line of said 21.564 acre tract and the southerly line of said existing City of Grove City Corporation Line, Case 43-92, Ordinance Number C-36-93, of record in in Official Record 22652 C-16 a distance of approximately 41 feet the **Point of Beginning** and containing 96.694 acres of land, more or less.

This annexation description of the location of the property to be annexed and is not a boundary survey as defined in O.A.C. Chapter 4733.37. The above annexation contains a perimeter distance of 3,805 feet contiguous with the existing City of Grove City Corporation line and a total perimeter of 11,495 feet to be annexed, and 33% of the perimeter length is contiguous to the City of City of Grove City Corporation line.

CESO, Inc.

Jeffrey A Miller, PS
Registered Surveyor No. 7211

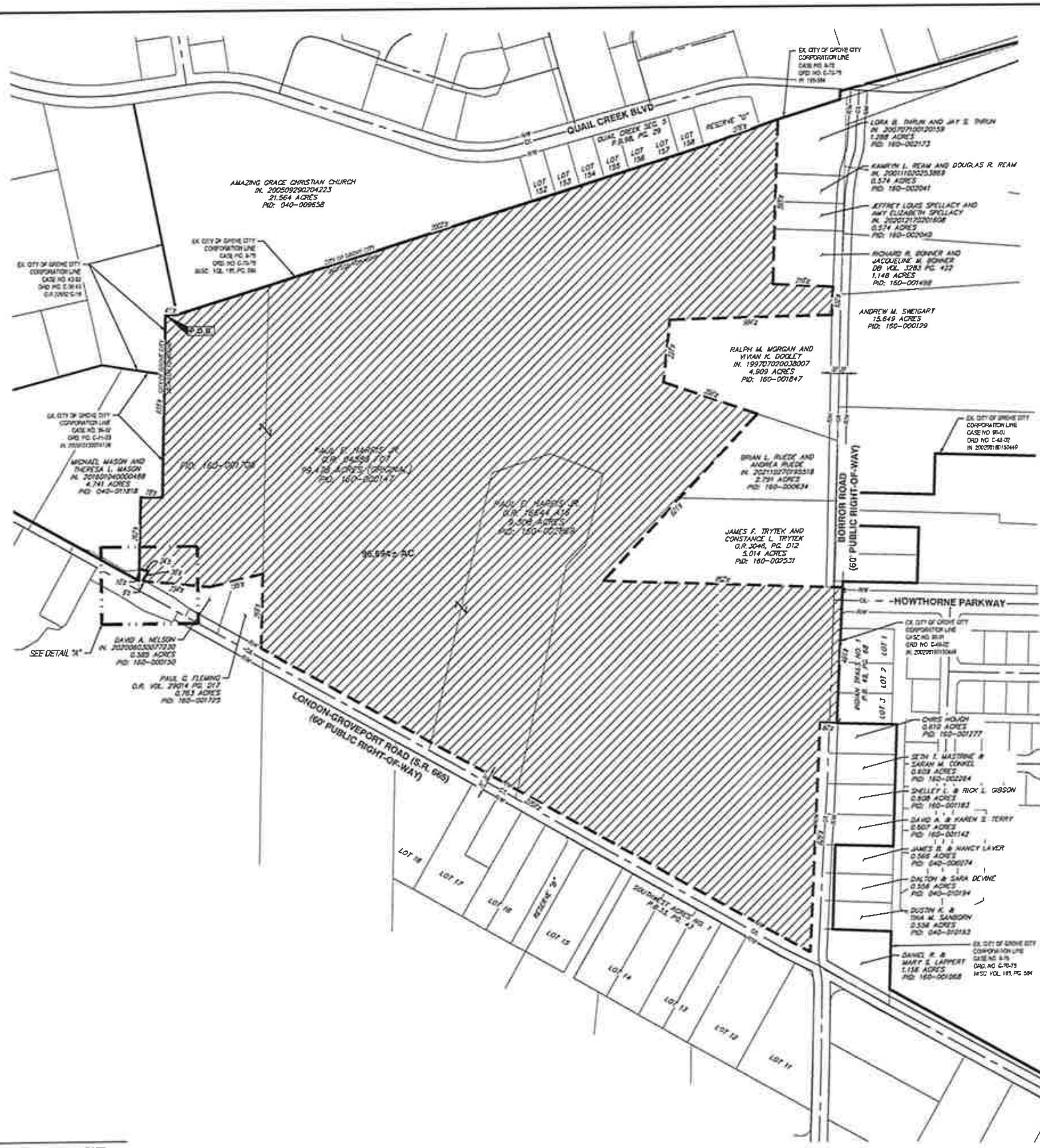
Date:

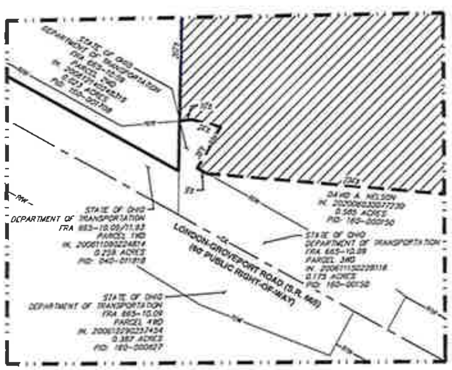
CESO

PROPOSED ANNEXATION OF 96.694± ACRES
FROM: JACKSON TOWNSHIP
TO: CITY OF GROVE CITY

SITUATED IN THE STATE OF OHIO, COUNTY OF FRANKLIN, TOWNSHIP OF JACKSON,
VIRGINIA MILITARY SURVEY #469

GRAPHIC SCALE (IN FEET)





DETAIL "A"
SCALE: 1"= 50'

LEGEND

———	EXIST. CITY OF GROVE CITY CORP. LINE
———	EXIST. PARCEL LINE
— - —	EXIST. ROAD CENTER LINE
—— R/W ——	EXIST. RIGHT-OF-WAY
— — —	PROP. ANNEXATION CORP. LINE
(hatched)	PROP. AREA TO BE ANNEXED FROM JACKSON TWP. (96.694± ACRES)

THIS EXHIBIT WAS PREPARED FROM RECORD INFORMATION FROM THE FRANKLIN COUNTY ENGINEER, RECORDER, AND AUDITOR'S OFFICE, AND IS NOT INTENDED FOR THE TRANSFER OF REAL PROPERTY

CONTIGUITY NOTE:
[illegible] WHICH 3805± FT ARE CONTIGUOUS WITH THE [illegible] CITY OF GROVE CITY BY ORDINANCE NUMBER [illegible] C-70-75, AND THE CITY OF GROVE CITY BY ORDINANCE NUMBER C-46-02, AND GIVING 33% CONTIGUITY.

SURVEYOR:
CESO, INC.
2800 CORPORATE EXCHANGE DR, STE 400
COLUMBUS, OH 43231
PHONE: 614.794.7040
CONTACT: JEFFREY A. MILLER, PS

JEFFREY A. MILLER
OHIO P.S. #7211

DATE

Received By:
Grove City Development
5/31/23

EXHIBIT A-2

PROPOSED ANNEXATION

96.694± ACRES

TOWNSHIP OF JACKSON | FRANKLIN COUNTY, OHIO
SCALE: 1" = 200'
DESIGN:
DRAWN: DAV
CHECKED: AJS
CESO
www.cesoinc.com
JOB NO.: 760003
SHEET NO.: 1 OF 1

C-28-23

HARRIS FARM DEVELOPMENT

PLANNED UNIT DEVELOPMENT-RESIDENTIAL (PUD)

ZONING TEXT

I. **INTRODUCTION.** This Zoning Text (the "Text") establishes the permitted land uses, residential densities, minimum lot sizes, and other development standards for the development comprising the ±96.69acres of land generally located north of St Rt 665, and on the west side of Borror Rd., as generally described in the legal description submitted with the zoning application (the "Property"). The Property or, as sometimes referred to herein, as "Harris Farm", is a planned community development designed with respect given to the differentiating topography and natural features including large, wooded areas and two tributaries, No. 3 and No.4 to Grant Run, and Grove City's desire to have Hawthorne Parkway extended west from Borror Rd through the Property to St. Rt. 665.

II. **COMPATIBILITY**. The Property's east property line shares +-1187 ft of west Borror Rd. frontage with residential uses on the east side. The Property's southern property line has +- 2240 ft. of frontage on the north side of St. Rt. 665, sharing +- 1690 ft with residential and light commercial uses to the south, and +- 550 ft with vacant land to the south where the Hawthorne Parkway extension connects to St. Rt 665. The Property abuts residential to the west and the Amazing Grace Church and residential to the north. Public Improvements of the required extension of the Hawthorne Parkway extension bisecting the Property with +- 2090 ft of road frontage on each side will benefit the Property and the traveling general public, by improving traffic flow, safety and providing additional pedestrian and bicycle connectivity to the existing leisure path to the east.

Considering the large amount of road frontage, adjoining uses, the natural features, and traffic safety concerns, the Plan provides the following to be compatible:

- Single access point from St. Rt 665 being Hawthorne Parkway, One full access, one emergency access, and Hawthorne Parkway extension from Borror Rd, and three access points from Hawthorne Parkway servicing Harris Farm.
- Buildings in subarea D shall front along St. Rt. 665, Borror Rd. and Hawthorne Parkway.
- A minimum of +- 41 acres of the 96.69 will be undisturbed and or maintained as open space.
- Leisure paths shall be installed connecting Harris Farm to existing paths east on Hawthorne Parkway and north to Quail Creek Blvd.

The Property is to be segmented into four Subareas A-D and will offer a variety of residential living and amenity options. Each Subarea shall have its own set of use and development standards. Private roadways are to be configured in a manner to allow for safe and efficient connectivity to the Hawthorne Parkway extension, as well as an emergency connection from Borror Rd to Subarea A, and a secondary entrance from Borror Rd to Subarea D. Roadways and paths shall be designed and sized to promote safe travel routes and conditions for pedestrians, bicycles as well as automobiles. Construction of roadway connections are subject to review by the City of Grove City and the Ohio Department of Transportation relating to the Hawthorne Parkway connection to St. Rt. 665.

III. **SEVERABILITY**. All provisions of this Text are severable. If a court of competent jurisdiction determines that a word, phrase, clause, sentence, paragraph, subsection, section or other provision is invalid or that the application of any part of the provision to any person or circumstances is invalid, the remaining provisions and the application of those provisions to other persons of circumstances are not affected by that decision.

IV. **APPLICABILITY.** The standards and provisions outlined within the Text shall apply to the ±96.69 acres of land as described above unless otherwise approved by Grove City Council. Other provisions of the Grove City Code, including the Standard Drawings and other policies shall only apply to the extent that this Text does not address such matters.

V. **USES.** Any use not permitted herein shall be considered prohibited, except that a use may be permitted if approved by Grove City Council as part of the Development Plan approval.

VI. **DEVIATION**. The standards, requirements and uses may be deviated from upon the request of City or Developer during the development plan review process as long as such requests are consistent and harmonious with the overall intent and character of the development and do not diminish, detract or weaken the overall compatibility between uses in proximity of the Property.. Deviations shall not be granted to individual homeowners, such individuals seeking relief from the Text or Zoning Code shall do so through the appeals process as set forth in Grove City Code.

VII. **GENERAL REQUIREMENTS.**

A. Streets / Sidewalks

1. Pavement Width. Streets shall have a minimum pavement width of 28 feet measured from face-of-curb to face-of-curb for public streets and a minimum of 24 feet face-of-curb to face of curb for private streets. Private streets shall be owned and maintained by the Homeowners association and shall be permitted to deviate from the public roadway standards if approved as part of the Final Development Plan. Parking shall be permitted only on one side of 28-foot-wide streets and shall not be permitted on streets less than 28 feet in width.

2. Sidewalks. Five-foot-wide concrete sidewalks shall be installed along the south side of Hawthorne Parkway on one side of the private streets in Subareas A and B. Sidewalks shall be installed within in Subarea D as shown on the Final Development Plan.

3. Multi-Use Paths. Asphalt multi-use paths at least 8 feet in width shall be located along all public roadways and throughout the reserve areas. Path locations are to be as depicted on the Final Development Plan.

B. Landscaping.

1. Entrance Features. The general massing, location and species of plants and additional hardscape for the entry features shall be generally as shown on the Landscape Plan and approved with the Final Development Plans for all Subareas. Entrance features shall have a uniform appearance, utilizing the same materials, general scale and massing of landscaping, for all subareas to create the appearance of a unified development.

2. Street Trees. Tree locations shall generally be shown on Landscape Plan and approved with the Final Development Plans for all subareas but may vary based on driveway locations. Street trees shall be 2" caliper. Developer/ builder to install street trees in all Subareas including along Hawthorne Parkway and care, replacement and maintenance shall thereof be the responsibility of the HOA. The applicant will work with the Urban Forester to select the varied tree species for the site as shown on the Landscape Plan and approved with the final development plan.

3. Existing trees. Trees within open space areas shall be preserved where feasible but may be removed when dead or dying, or for the construction of underground utilities. Except for the construction of such underground utilities, heavy construction equipment must be kept away from the protected trees and these areas will be protected with snow fence during construction.

4. Grass. All common areas and prominent roadway areas shall be sodded and seeded in compliance with Section 1136.11 of the City Code.

5. Landscape and Tree Plan. Final landscape plans will be submitted with the Final Development Plans for each subarea.

6. Special Flood Hazard Area Encroachment. If any road, utility structure, detention pond or structures are located in a special flood hazard area a Special Flood Hazard Area Permit (SFHA) will be required

7. Mounding. Any mounding shall be provided in certain areas around the site and the location and height will be shown on the final development plan. Mounding shall vary in height and slope to create a rolling, natural appearance.

8. Any pond(s) located along or visible from public roadways shall feature enhanced landscaping to be approved as part of the Final Development Plan.

C. Lighting. Decorative street lighting will be installed on alternating sides of all streets within all subareas. Designs will be submitted and approved as part of the final development plan.

D. Mailboxes. Each Subarea will provide ganged mailboxes as required by the US Post Office. Where feasible, mailboxes are to be installed in common reserve areas, and utilize decorative finish or colors in character with other development fixtures.

E. Buildings.

1. Materials. All exteriors shall use a mixture of stone, brick, stucco, cultured stone EFIS, wood (including engineered wood), cementitious fiber and vinyl (at least 0.044" in width), except for gutters, soffits and overhangs, entry doors, garage doors and other accents may be fiberglass, aluminum, wood composite, or vinyl. No high chroma colors will be permitted.

2. Basements. Units may utilize slab foundations or full or partial basements unless soil conditions prevent or make the installation of a basement impracticable.

3. Roof. Roof shall have roof pitches ranging from 4/12 to 12/12. The roof material will be dimensional architectural shingles.

4. Building Height. The maximum building height shall be 35 feet measured from the grade of the front elevation of the building for subareas A, B, and C, and the rear elevation of the building in subarea D.

5. Foundations. Exterior concrete or poured foundation walls exposed above grade shall be finished with brick, brick veneer, stone, cultured stone, stucco, cementitious fiber, or a material approved by the Chief Building and Zoning Official. Materials shall be installed per the residential building code.

6. Fences. Fencing shall not exceed 4 feet in height, unless otherwise specified on the development plan. Fencing shall be wrought iron or aluminum and decorative in nature. Privacy fencing shall be permitted around patios and amenities and shall not exceed 6 feet in height. Privacy fences shall be vinyl and utilize a consistent color across the development.

VIII. SUBAREA REQUIREMENTS

A. Subarea A +- 54.37 acres

1. Intent. The intent of this subarea is to provide a maximum of 107 free-standing single-family homes, with a minimum of 92 having a two-car garage or three car garage, and a maximum of 15 having a single car garage, all platted on private streets.

2. Permitted Uses. The following uses shall be permitted in this Subarea: (1) Single family residential homes on private streets; and (2) a clubhouse and amenities for use by residents.

3. Unit Size. 1,400 square feet minimum; however, a maximum of 15 homes shall be permitted to be 1,100 square feet.

4. Yard Dimensions.
   a. Front Yard. Primary building structure shall be setback a minimum of 20-feet from the back of curb to face of garage. Front façade and or front porch may extend beyond front of garage up to 8 feet.

   b. Rear Yard. The minimum required rear yard shall be 10 feet.

   c. Side Yard. The side yard setback shall be a minimum of 5 feet. Chimneys and bay windows may encroach into the required side yard areas by up to two feet.

   d. Minimum Lot Widths. The minimum lot width shall be 50 feet. However, a maximum of 15 lots shall be permitted to be 38feet in width.

   e. Building Separation. The minimum required separation between buildings shall be 10 feet.

5. Building Design.
   a. Design Elements. The frontage or side of each home visible from a public or private street shall utilize a combination of at least 3 of the following different architectural design elements:
      1. Shutters
      2. Dormers
      3. Bay Windows
      4. Chimney utilizing a brick or stone façade.
      5. Façade offsets in excess of 1'4". A garage shall not be considered a façade offset.
      6. Vertical and/or shake siding details.
      7. A combination of at least 2 of the permitted materials in Section VIII(B)(5)(A).
      8. Other details as approved on the Final Development Plan.

   b. Diversity. The same home design with the same front elevation shall not be constructed on lots that are adjacent to, directly across the street from, or diagonally across the street from each other. Houses with the same footprint may be allowed within the distance and parameters described above provided that such houses incorporate substantial differences in the front elevations such as material changes, configuration of the front porch, etc. The Development Department shall have the final approval as to whether a change is "substantial".

   c. Building Height. The maximum building height shall be 35 feet measured from the grade of the front elevation of the building.

B. Subarea B +- 16.05 acres

2. Intent. The intent of this subarea is to provide a maximum of 36 free-standing single-family ranch homes, with a minimum of 20 having two or three car garages, and a maximum of 16 having a single car garage, and to provide a maximum of 36 attached 4-unit ranch style living

C. Subarea C +- 6.23. acres

1. Intent. The intent of this subarea is to preserve, enhance and highlight the existing Harris Home with the addition of 3 estate lots, a pond, and open space.

2. Permitted Uses. A total of 4 free-standing custom single-family homes.

3. Unit Size. A minimum of 2,000 square feet for single or one- and one-half story homes and 2,500 square feet for two story homes.

4. Yard Dimensions.
   a. Front Yard. Primary building structure shall be setback a minimum of 20-feet from the back of curb to face of garage. Front façade and or front porch may extend beyond front of garage up to 8 feet.

   a. Rear Yard. The minimum required rear yard shall be 25 feet.

   b. Side Yard. The side yard setback shall be a minimum of 10 feet. Chimneys and bay windows may encroach into the required side yard areas up to 2 feet

   c. Building Height. The maximum building height shall be 35 feet measured from the grade of the front elevation of the building.

5. Building Design.
   a. Design Elements. The frontage or side of each home visible from a public or private street shall utilize a combination of at least 3 of the following different architectural design elements:
      1. Shutters
      2. Dormers
      3. Bay Windows
      4. Chimney utilizing a brick or stone façade.
      5. Façade offsets in excess of 1'4". A garage shall not be considered a façade offset.
      6. Vertical and/or shake siding details.
      7. A combination of at least 2 of the permitted materials in Section VIII(C)(5)(a).
      8. Other details as approved by the Development Director or their designee.

D. Subarea D +- 15.60 acres

1. Intent. The intent of this subarea is to provide attached townhome living fronting on public streets or open space with private streets servicing rear loading detached garage structures.

2. Permitted Uses. The following uses shall be permitted in this Subarea: (1) a maximum of 88 attached units in 4-to-6- unit townhome structures; (2) attached 4 to 6 two car garage structures, detached from townhome structures; and (3) a clubhouse and amenities for use by residence.

3. Unit Size. Units shall be a minimum of 1,400 square feet.

4. Setbacks and Building Separation Dimensions.
   a. Building Setback. Primary building structure shall be setback a minimum of 20 feet from Hawthorne Parkway public road right-of-way, and a minimum of 50 feet from Borror Rd. and State Route 665 public road right -of-way. Front porches may extend

beyond primary structure up to 8 feet.

5. Building Design.
   a. Design Elements. The frontage or side of each home visible from a public or private street shall utilize a combination of at least 3 of the following different architectural design elements:

      1. Shutters
      2. Dormers
      3. Bay Windows
      4. Chimney utilizing a brick or stone façade.
      5. Façade offsets in excess of 1'4". A garage shall not be considered a façade offset.
      6. Vertical and/or shake siding details.
      7. A combination of at least 2 of the permitted materials in Section VIII(D)(5)(A).
      8. Other details as approved on the Final Development Plan.

   b. Building Height. The maximum building height shall be 35 feet measured from the grade of the rear elevation of the building.

6. Townhome Structure Separation. The minimum required separation between townhome structures shall be 10 feet.

7. Garage Structure Separation. The minimum required separation between garage structures shall be 5 feet between units

ORIGINAL ISS 06/26/202 KHA PROJECT 190017008 SHEET NUMB	HARRIS PROPERTY SR 665 & BORROR ROAD GROVE CITY, OH 43123	SUBAREA PLAN	SCALE: 1"=150' DESIGNED BY: MCR DRAWN BY: MCR	Kimley»Horn © 2021 KIMLEY-HORN AND ASSOCIATES, INC. 7865 N. HIGH STREET, SUITE 200 COLUMBUS, OH 43235

Date: 07/24/23
Introduced By: Mr. Schottke
Committee: Lands
Originated By: Co. Comm.
Approved:
Emergency: ___ 30 Days: X
Current Expense: ___

No.: C-30-23
1st Reading: 08/07/23
Public Notice: 08/08/23
2nd Reading: 08/21/23
Passed: ___ Rejected:
Codified: ___ Code No:
Passage Publication:

ORDINANCE NO. C-30-23

AN ORDINANCE TO ACCEPT THE ANNEXATION OF 0.918± ACRES LOCATED AT 3972 ORDERS ROAD IN JACKSON TOWNSHIP TO THE CITY OF GROVE CITY

WHEREAS, a petition for the annexation of 0.918± acres, more or less, in Jackson Township was duly filed by Matthew & Patricia Watkins; and

WHEREAS, said petition was considered by the Board of County Commissioners of Franklin County, Ohio on May 16, 2023; and

WHEREAS, the Board of County Commissioners certified the transcript of the proceeding in connection with the said annexation with the map and petition required in connection therewith to the City Clerk who received the same on May 25, 2023.

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

SECTION 1. The proposed annexation, as applied for in the petition of Matthew & Patricia Watkins, being the owner(s) of the territory sought to be annexed and filed with the Board of County Commissioners of Franklin County, Ohio on April 13, 2023 and which said petition was approved for annexation to the City of Grove City by the County Commissioners on May 16, 2023, be and the same is hereby accepted.

Said territory is described as follows: *Situated in the State of Ohio, County of Franklin, Township of Jackson and being part of Virginia Military Survey No. 1383. A copy of the legal description of the property being annexed is attached hereto as "Exhibit A" and made a part hereof as if fully written herein.*

SECTION 2. The zoning on this annexation shall be SF-1, Single Family Residential, and shall be placed in Ward 1. A map is attached as "Exhibit B" and made a part hereof.

SECTION 3. The City Clerk be and she is hereby authorized and directed to make three copies of the ordinance to each of which will be attached a copy of the map showing this annexation, a copy of the original petition, a copy of the transcript of proceedings of the Board of County Commissioners relating thereto, a certificate as to the correctness thereof. The clerk shall then forthwith deliver one copy to the County Auditor, one copy to the County Recorder, and one copy to the Secretary of State and such other things as may be required by law.

SECTION 4. This ordinance shall take effect at the earliest opportunity allowed by law.

Ted A. Berry, President of Council

C-30-23
Exhibit A

RECEIVED

MAR 08 2023

Franklin County Engineer
Cornell R. Robertson, P.E., P.S.

ANNEXATION
PLAT & DESCRIPTION
ACCEPTABLE
CORNELL R. ROBERTSON, P.E., P.S.
FRANKLIN COUNTY ENGINEER

By _______ Date 03/08/2023

DESCRIPTION OF A 0.918± ACRE TRACT FOR ANNEXATION PURPOSES

Situated in the State of Ohio, County of Franklin, Township of Jackson, Virginia Military Survey Number 1383, and being part of a 0.987± acre tract of land as conveyed to Matthew A. Watkins and Patricia A. Watkins as recorded in Instrument #200903180037902 and being more particularly described for annexation purposes as follows:

BEGINNING at the southeast corner of land conveyed to Richard A. Smith and Karin M. Smith as recorded in Instrument #199811040283378 and being the southwest corner of said Watkins' land at the northerly right-of-way line of Orders Road (width varies) and in the City of Grove City corporation line as established by Ordinance Number C-69-15;

Thence leaving said corporation line N 02°37'00" E, along the west line of said Smith's land, a distance of 300.00' to a point in the south line of Lot 8 in the Southern Grove Estates as recorded in Plat Book 37, Page 85 and being in the City of Grove City corporation line as established by Ordinance Number C-31-02;

Thence S 87°00'00" E, along said Southern Grove Estates and said City of Grove City corporation line, a distance of 200.00' to a point in the east line of Lot 4 in said Estates;

Thence leaving said City of Grove City corporation line S 02°37'00" W, along said Southern Grove Estates, a distance of 100.00' to the northeast corner of Lot 1 thereof;

Thence N 87°00'00" W, along said Southern Grove Estates, a distance of 100.00' to the northwest corner of Lot 1 thereof;

Thence S 02°37'00" W, along said Southern Grove Estates, a distance of 200.00' to the southwest corner of Lot 1 thereof, being in the northerly right-of-way line of Orders Road and in the said City of Grove City corporation line;

Thence N 87°00'00" W, along the northerly right-of-way line of Orders Road and said City of Grove City corporation line, a distance of 100.00' to the ***POINT OF BEGINNING*** and containing 0.918± acres of land.

The total length of the annexation perimeter is 1000.00'± of which 300.00'± is contiguous with the existing City of Grove City corporation lines, resulting in 30.0% perimeter contiguity.

All documents referenced herein are Franklin County Recorder's records.

The above description was prepared by Matthew L. Campbell, P.S. 8546 of Campbell and Associates, Inc. in February of 2023 using the best available county records. The above description is not valid for transfer of real property, and is not to be utilized in place of a Boundary Survey as defined by the Ohio Administrative Code in Chapter 4733-37.

Property Address: 3972 Orders Road, Grove City, Ohio 43123

Franklin County Parcel No.: 160-001872-00

RECEIVED
APR 13 2023
Franklin County Planning Department
Franklin County, OH

ANX-19-23

3-6-23

C-30-23
Exhibit B

ANNEXATION PLAT

PROPOSED ANNEXATION OF 0.918± AC. IN VMS 1383 FROM JACKSON TOWNSHIP TO THE CITY OF GROVE CITY, FRANKLIN COUNTY, OHIO

LEGEND

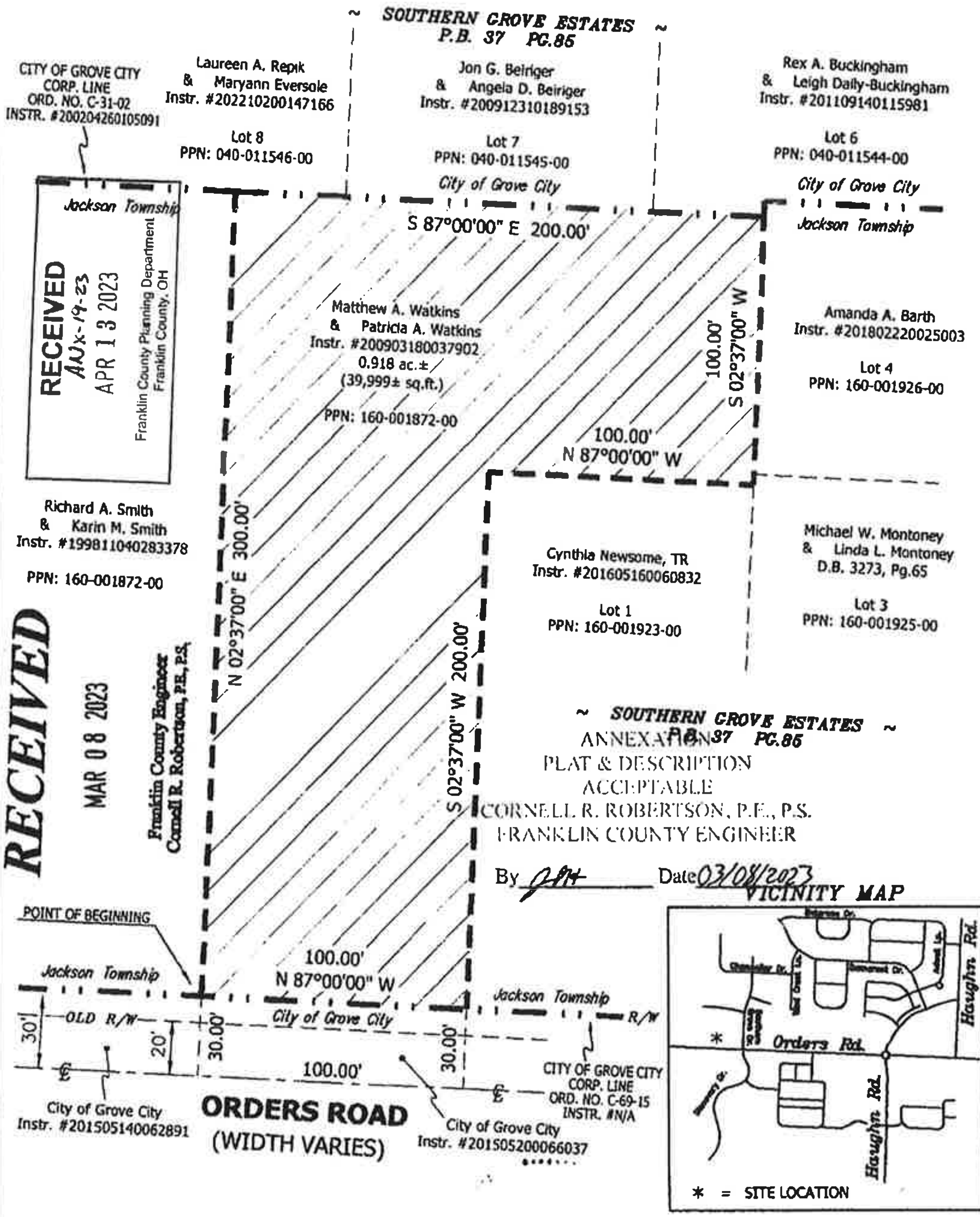
- EXISTING CITY OF GROVE CITY CORPORATION LINE
- PROPOSED CITY OF GROVE CITY CORPORATION LINE
- AREA PROPOSED FOR ANNEXATION

ADDRESS OF SUBJECT PROPERTY:
3972 ORDERS ROAD, GROVE CITY, OHIO 43123

THIS ANNEXATION DOES NOT CREATE AN UNINCORORATED AREA OF THE TOWNSHIP COMPLETELY SURROUNDED BY THE TERRITORY PROPOSED FOR ANNEXATION.

TOTAL PERIMETER OF ANNEXATION IS 1000.00'± OF WHICH 300.00'± IS CONTIGUOUS WITH THE CITY OF GROVE CITY, RESULTING IN 30.0% PERIMETER CONTIGUITY.

0' 50'
SCALE: 1"=50'



RECEIVED ANX-19-23 APR 13 2023 Franklin County Planning Department Franklin County, OH

RECEIVED MAR 08 2023 Franklin County Engineer Cornell R. Robertson, P.E., P.S.

ANNEXATION PLAT & DESCRIPTION ACCEPTABLE CORNELL R. ROBERTSON, P.E., P.S. FRANKLIN COUNTY ENGINEER
By JBH Date 03/08/2023

NOTE: THIS MAP WAS PREPARED USING THE BEST AVAILABLE FRANKLIN COUNTY RECORDS AND WITHOUT THE BENEFIT OF A BOUNDARY SURVEY. ALL DIMENSIONS SHOWN HEREON ARE GIVEN IN FEET AND DECIMAL PARTS THEREOF AS SHOWN ON THE RECORD PLAT.

MATTHEW L. CAMPBELL REG. NO. 8546 3-6-23 DATE
CAMPBELL & ASSOCIATES, INC.

Franklin County Parcel # 160-001872-00
Job: 20230014

CAMPBELL & ASSOCIATES, INC. Land Surveyors (800)233-4117 www.campbellsurvey.com

Date: 08/14/23	No.: C-31-23
Introduced By: Mr. Schottke	1st Reading: 08/21/23
Committee: Lands	Public Notice: 8/22/23
Originated By: Plan. Comm.	2nd Reading: 09/05/23
Sponsor:	Passed: ___ Rejected: ___
Emergency: ___ 30 Days: ___	Codified: ___ Code No: ___
Current Expense:	Passage Publication: ___

ORDINANCE C-31-23

AN ORDINANCE TO APPROVE A SPECIAL USE PERMIT FOR A DAY CARE CENTER FOR ENCHANTED DREAMERS CHILDCARE LEARNING CENTER, LLC LOCATED AT 4461 BROADWAY

WHEREAS, The Enchanted Dreamers Childcare Learning Center, LLC, applicant, has submitted a request for a Special Use Permit for a Day Care Center located at 4461 Broadway; and

WHEREAS, on August 8, 2020, the Planning Commission of the City of Grove City recommended the approval of a Special Use Permit at this location, with the following stipulation:

1. Site improvements, including the installation of parking lot islands and peninsulas as shown in the submitted site plan, as well as resurfacing the parking lot shall be completed in order to bring the parking lot into compliance with Code; and
2. The proposed dumpster enclosure shall comply with the screening requirements of Section 1136.08 of the Code.

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

SECTION 1. A Special Use Permit, under Section 1135.09b(12)Ap is hereby issued to Enchanted Dreamers Childcare Learning Center, LLC, located at 4461 Broadway, contingent upon the stipulations set by Planning Commission.

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

Ted A. Berry, President of Council

Passed:

Richard L. Stage, Mayor

Effective:

Attest:

Tami K. Kelly, MMC, Clerk of Council

I Certify that this ordinance is correct as to form.

Stephen J. Smith, Director of Law

Date: 08/15/23	No.: C-32-23
Introduced By: Mr. Schottke	1st Reading: 08/21/23
Committee: Lands	Public Notice: 08/22/23
Originated By: Plan. Comm.	2nd Reading: 10/02/23
Approved:	Passed: Rejected:
Emergency: 30 Days:	Codified: Code No:
Current Expense:	Passage Publication:

ORDINANCE C-32-23

AN ORDINANCE FOR THE REZONING OF 3.407± ACRES LOCATED WEST OF FRONT STREET AND NORTH AND SOUTH OF CLEVELAND AVENUE FROM R-2 TO PUD-C

WHEREAS, a petition was filed with the Planning Commission of the City of Grove City praying for the recommendation of said Commission in regard to the rezoning of certain premises hereinafter described; and

WHEREAS, the Planning Commission approved the rezoning on August 08, 2023 with the following stipulations:

1. A 15-foot parking setback is required along the west property line of the southern portion of the development, where directly adjacent to residential property; and

2. The encroachment of decks and patios inside the 15-foot setbacks shall be applicable only to the building on Lincoln Avenue.

WHEREAS, a copy of the ordinance, together with a map and plat and the report of the Planning Commission has been on file in the Clerk's office for thirty days for public inspection.

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

SECTION 1. The following described premises are rezoned from R-2 to PUD-C with the zoning text adopted & amended for Beulah Park subdivision:

Situated in the State of Ohio, County of Franklin, City of Grove City and being Lot Numbers 61, 62 and 63 in Grant's Addition to Beulah and a tract being a part of Virginia Military Survey 1388 *and being part of the right-of-way of Cleveland Ave. and 40' of Front Street adjoining lots 61-63, as recorded in Official Records, Recorder's Office, Franklin County, Ohio,* and being more fully described in Exhibit "B" attached hereto and made a part hereof.

SECTION 2. The comprehensive zoning map is hereby amended to conform to the provisions of this ordinance.

SECTION 3. This Ordinance shall take effect at the earliest opportunity allowed by law.

Ted A. Berry, President of Council

C-32-23

SURVEY OF ACREAGE PARCELS

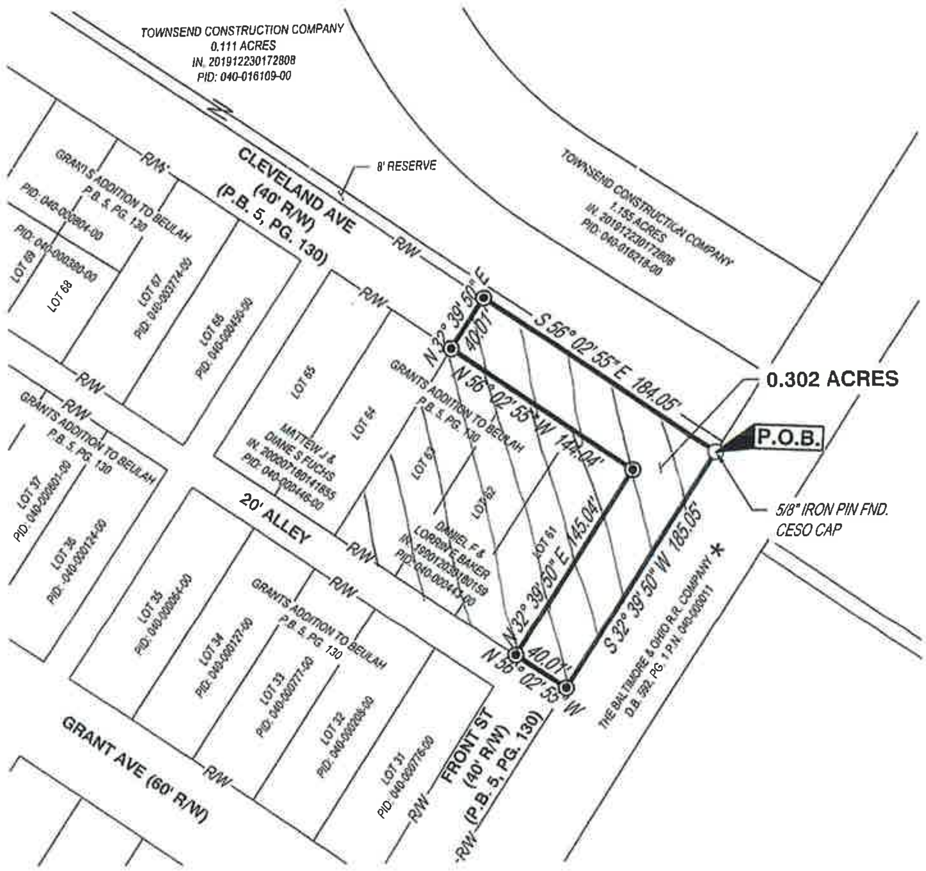
STATE OF OHIO, COUNTY OF FRANKLIN, CITY OF GROVE CITY

VIRGINIA MILITARY SURVEY 1388

100 0 100

GRAPHIC SCALE (IN FEET)

* Now known as CSX TRANSPORTATION INC., successor by merger, whose merger documents have been summarized and recorded as Official Record 13276 A14 and Official Record 13276 B14 subsequently re-recorded as Official Record 13283 G13



STATE OF OHIO
JEFFREY A. MILLER
7211
REGISTERED
PROFESSIONAL SURVEYOR

BASIS OF BEARING

THE BEARINGS SHOWN ON THIS SURVEY ARE BASED ON THE BEARING OF NORTH 3°14'40" EAST FOR THE CENTERLINE OF DEMOREST ROAD BETWEEN FRANKLIN COUNTY MONUMENTS F.C.G.S. 5131, F.C.G.S 1236 AND F.C.G.S 1906, AS SHOWN ON THE CENTERLINE SURVEY PLAT, SHEET 1 OF 2 FOR DEMOREST ROAD AND AVAILABLE AT THE FRANKLIN COUNTY ENGINEER'S OFFICE.

BASED ON FIELD OBSERVATIONS PERFORMED IN MARCH 2021.

5-12-21

JEFFREY A. MILLER, OHIO P.S. NO 7211 DATE

LEGEND

- ◉ IRON PIN TO BE SET (5/8"x30" REBAR W/ CESO CAP)
- MAG NAIL FOUND
- ○ IRON PIN FOUND

SURVEY OF ACREAGE PARCELS		
GROVE CITY, OHIO		FRANKLIN COUNTY, OHIO
SCALE: 1" = 100'		DATE: 05/07/2021
DESIGN: N/A	CESO	JOB NO.: 759156
DRAWN: DAV	WWW.CESOINC.COM	SHEET NO.:
CHECKED: ALB		1 OF 1

C-32-23

Exhibit "B"
Re-Zoning Legal Description

Tract One:

Being Lot Numbers Sixty-one (61), Sixty-two (62), and Sixty-three (63), in GRANT'S ADDITION TO BEULAH, as the same is numbered and delineated upon recorded plat thereof, of record in Plat Book 5, page 130, Recorder's Office, Franklin County, Ohio.

Tract Two:

Situated in the State of Ohio, County of Franklin, City of Grove City, Virginia Military District Survey Number 1388 and being a portion of the right of way of Cleveland Avenue and a 40 foot unnamed right of way commonly known as Front Street adjoining lots 61-63, as delineated on the plat entitled "Grants Addition to Beulah" of record Plat Book 5, Page 130, all deed references refer to the Records of the Recorder's Office, Franklin County, Ohio, and described as follows:

Beginning at a 5/8" iron pin found with a cap inscribed "CESO" at the intersection of the northerly right of way line of Cleveland Avenue and the easterly right of way line of said Front Street and being in the southeast corner of the 8 foot reserve as conveyed to Townsend Construction Company of record in Instrument Number 201912230172808, a westerly line of a tract of land as conveyed to The Baltimore and Ohio R.R. Company, of record in Deed Book 592, Page 1, now known as CSX Transportation Inc., successor by merger, whose merger documents have been summarized and recorded as Official Record 13276 A14 and Official Record 13276 B14 subsequently re-recorded as Official Record 13283 G13;

Thence South 32°39'50" West with said westerly line and said easterly right of way line a distance of 185.05 feet to an iron pin set;

Thence North 56°02'55" West through said right of way of Front Street, for a distance of 40.01 feet to an iron pin set on the westerly right of way line of said Front Street, the northerly right of way line of a 20 foot wide alley and the southeasterly corner of lot 61 of a subdivision entitled Grants Addition to Beulah, of record in Plat Cabinet 5, Page 130;

Thence North 32°39'50" East with said westerly right of way line of Front Street and the easterly line of said lot 61, distance of 145.04 feet to an iron pin set at the northeast corner of said lot 61 and being the intersection of the westerly right of way line of Front Street and the southerly right of way line of said Cleveland Avenue;

Thence North 56°02'55" West with the southerly right of way line of Cleveland Avenue, for a distance of 144.04 feet to an iron pin set at the northwesterly corner of lot 63 of said Grants Addition to Beulah;

Thence North 32°39'50" East through said right of way of Cleveland Avenue, for a distance of 40.01 feet to an iron pin set on the northerly right of way line of said Cleveland Avenue and the southerly line of a 1.155 acre tract of land as conveyed to Townsend Construction Company, of record in Instrument Number 201912230172808;

Thence South 56°02'55" East with said northerly right of way line and said southerly line, a distance of 184.05 feet to **Point of Beginning** and containing **0.302** acres of land more or less.

Subject to all covenants, restrictions, reservations and easements contained in any instrument of record pertaining to the above described tract of land.

The bearings shown on this survey are based on the bearing of North 3°14'40" East for the centerline of Demorest Road between Franklin County Monuments F.C.G.S. 5131, F.C.G.S 1236 And F.C.G.S 1906, as shown on the centerline survey plat, sheet 1 of 2 for Demorest Road and available at The Franklin County Engineer's Office.

Based on field observations performed in March 2021.

All iron pins called as set are 5/8" x 30" rebar with yellow cap stamped "CESO".

B. **SUBAREA B**

The character of development in this subarea will provide for a mix of general commercial retail, restaurant, and commercial office uses, and multi-family residential uses (primarily, above the first floor, but with a limitation of under 1,500 s.f. of accessible multi-family residential uses on the first floor in each of the front buildings) of any such commercial uses and will function as a gateway connection from the Town Center District of the historical downtown of the City to the Beulah Park development to the north and west of the subarea and is intended to be compatible with the surrounding properties to enhance and create effective use and connection between the subarea and Beulah Park, using modern adaptations of historical architectural styles, designs, and building elements for that connection and cohesiveness.~~should be compatible with the Town Center to create an effective transition between these two unique areas.~~

1. **Permitted Uses**

   a) Administrative, professional, business, and flex offices, and institutional uses including, but not limited to, medical and medical-related services, engineering and architectural services, accounting, auditing and other bookkeeping services, and other similar uses

   ~~a)~~b) General and s~~S~~pecialty retail, commercial establishments, and boutiques

   ~~b)~~c) Specialty food stores

   ~~c)~~d) Restaurants or taverns with patios and outdoor seating areas, with no drive-in or drive-thru facilities

   ~~d)~~e) Home furnishings, home improvement, and miscellaneous material and equipment stores which operate entirely within princip**al**~~ple~~ structures and require no outside storage of products or materials

   ~~e)~~f) Personal services, performed for persons or their apparel

   ~~f)~~g) Financial establishments with no drive-in or drive-thru facilities

   h) Multi-family residential uses, above the first floor of any of the uses listed in this Section IV(B)(1) and a limitation of under 1,500 s.f. of accessible multi-family residential uses on the first floor in each of the front buildings~~Business and administrative offices and professional associations, including buildings with multiple tenants~~

   i) Other uses as approved by City Council

2. **General Development Standards**

   a) Access – Primary and secondary curb cut access to the northern portion and southern portion of the subarea shall be as determined on the Development Plan.

   ~~a)~~b) Lot Requirements and Setbacks

      i. There shall be n~~N~~o front, side, or rear building setback requirements where adjacent to non-residential districts. When parking is provided on-site, parking lots may ~~shall~~ be located primarily, as much as is feasible, behind or to the side of the primary structure, utilizing shared access drives and curb cuts with adjacent developments whe**re**~~never~~ feasible to do so. Parking lots and drive aisles may be permitted in the front of the primary structures due to any required building setbacks from the railroad lines and railroad property (for railroad activity clearance) and certain existing utility infrastructure and easements that may remain, but for which pavement may be utilized in and on such areas. ~~is not required on site, provided that the applicant provides evidence of the long-term availability of sufficient public parking off-site~~.

ii. When adjacent to residential districts, building and parking lot setback requirements will be approved as part of this Zoning Text, as set forth below, but may be adjusted, by deviation, as part of ~~with~~ the Development Plan for a~~the~~ site within the subarea~~Property~~. Parking lots are to be designated~~designed~~ to reduce the impact on nearby residences.

a. Parking Setback – shall be as determined on the Development Plan.

b. Building Setback – 15 feet; provided, that, porches, patios, outdoor seating areas, bay windows, architectural bump-outs, decks, and patio fences and similar improvements may encroach within such 15-foot setback.~~,~~

iii. There shall be no minimum lot size required.

~~ii.~~iv. There shall be a maximum lot coverage of eighty-five percent (85%) for all impervious areas.

~~b)~~c) Building Requirements

i. Building architecture and building materials shall be compatible with existing structures within the Town Center District of the City by using modern adaptations of historical architectural design, styles, and building elements to create cohesiveness and a transitioned connection into the more modern building architectural styles and building materials used in Beulah Park.

ii. Buildings are to be oriented to the street with minimum setbacks to create a pedestrian-oriented streetscape.

iii. There shall be no maximum or minimum building square footage required.

iv. There shall be a fifty (50) foo~~ee~~t maximum building height.

d) Parking Requirements

i. Parking spaces shall be a minimum of nine (9) feet in width and eighteen (18) feet in length.

ii. A minimum of one (1) parking space shall be provided for every three hundred (300) square feet of building area for retail and office uses; and one (1) parking space shall be provided for every two hundred (200) square feet of inside dining area/seating areas, excluding kitchen areas and outdoor seating area and patios, for restaurant uses; and one (1) parking space shall be provided for each residential dwelling unit. Deviations may be granted to this requirement as part of the Development Plan.

iii. All loading areas and delivery doors shall be at the rear and side of buildings.

iv. The parking of semi-truck cabs and/or trailers shall be prohibited.

e) Screening

i. Landscape screening shall be installed adjacent to residential properties. Screening shall be in the form of a continuous 80% landscape hedge, fence, or wall, or a combination thereof. Except for on-ground service structures' screening fencing, privacy fences shall be prohibited on the Property, unless otherwise permitted as part of the Development Plan.

ii. Service courts, waste and refuse areas, ground and roof-mounted mechanical and electrical equipment shall be screened from view from all public streets and adjacent residential uses in their entirety by rooftop screening devices or parapets, or if on the ground, mounding, landscaping, screening fencing and/or walls. Screening shall be at least six inches taller than the height of any containers or equipment that may be in these areas and shall have the same or complementary material as the building exterior.

iii. All roof-mounted service/mechanical equipment shall be fully screened on all four sides, with a height to exceed the installed equipment by raising the rooftop screening device or parapet around the top of the building or service/mechanical equipment. Screening design and material shall be architecturally compatible with the remainder of the building.

f) Landscaping

i. Landscaping shall be installed for all parking and vehicular-use areas as set forth below:

a. Within all parking lots and vehicular-use areas: Landscapes islands and peninsulas shall be installed according to the Code requirements for "Interior Vehicular-Use Areas."

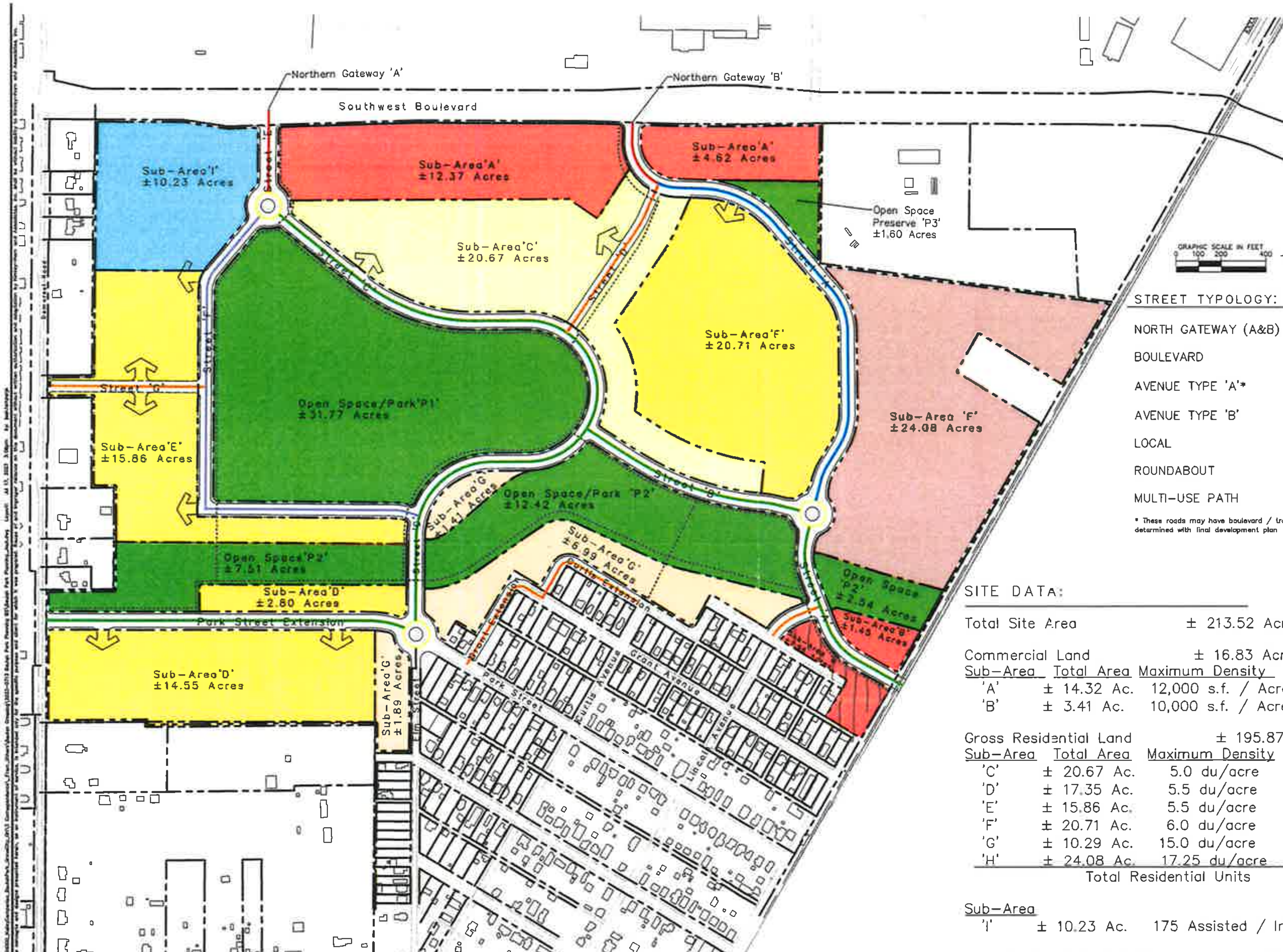
ii. Landscape areas shall be installed adjacent to buildings, based on the building perimeter noted below. Combining the planting areas noted below is acceptable, provided that combined planting areas are visible from public-right-of way.

a. One (1) tree shall be planted for every fifty (50) linear feet of any building perimeter. Trees shall be 2.5-inch-minimum-caliper at installation.

~~e)~~g) Lighting

i. Street light fixtures to be located within the right-of-way of public roadways shall match the character of "period gas lighting fixtures" utilized in the Town Center District of the City.

ii. All other public street lights shall be mounted on decorative poles that are architecturally compatible with the area lighting and have a pedestrian scale.



STREET TYPOLOGY:

NORTH GATEWAY (A&B)
BOULEVARD
AVENUE TYPE 'A'*
AVENUE TYPE 'B'
LOCAL
ROUNDABOUT
MULTI-USE PATH

* These roads may have boulevard / traffic calming sections. To be determined with final development plan

SITE DATA:

Total Site Area ± 213.52 Acres

Commercial Land ± 16.83 Acres

Sub-Area	Total Area	Maximum Density	Maximum Square Feet
'A'	± 14.32 Ac.	12,000 s.f. / Acre	171,800 s.f.
'B'	± 3.41 Ac.	10,000 s.f. / Acre	25,800 s.f.

Gross Residential Land ± 195.87 Acres

Sub-Area	Total Area	Maximum Density	Total Units Permitted
'C'	± 20.67 Ac.	5.0 du/acre	103 du
'D'	± 17.35 Ac.	5.5 du/acre	95 du
'E'	± 15.86 Ac.	5.5 du/acre	87 du
'F'	± 20.71 Ac.	6.0 du/acre	124 du
'G'	± 10.29 Ac.	15.0 du/acre	154 du
'H'	± 24.08 Ac.	17.25 du/acre	415 du
	Total Residential Units		978 du

Sub-Area
'I' ± 10.23 Ac. 175 Assisted / Independent Living beds

Total Open Space Shown ± 58.54 Acres
- Community Park: ± 31.77 Acres
- Stream & Buffer: ± 22.47 Acres
- Wooded Preserve: ± 4.30 Acres

Project Gross Density ± 4.60 du/acre

Beulah Park-Subarea Plan

City of Grove City, Ohio July 17, 2023

Kimley»Horn

SCALE: 1" = 200'

BEULAH PARK SUBAREA PLAN

3811 SOUTHWEST BLVD
GROVE CITY, OH 43123

ORIGINAL ISSUE: 7/17/23
KHA PROJECT NO. 190004000
SHEET NUMBER
EX1

No.	REVISIONS	DATE	BY
1	CITY COMMENTS	XX/XX/XX	AW

Date: 08/15/23	No.: C-33-23
Introduced By: Mr. Schottke	1st Reading: 08/21/23
Committee: Lands	Public Notice: 8/22/23
Originated By: Plan. Comm.	2nd Reading: 10/02/23
Approved:	Passed: Rejected:
Emergency: 30 Days:	Codified: Code No:
Current Expense:	Passage Publication:

ORDINANCE C-33-23

AN ORDINANCE TO AMEND THE ZONING TEXT FOR BEULAH PARK, SUBAREA B LOCATED SOUTH OF SOUTHWEST BLVD. AND EAST OF DEMOREST ROAD AS ADOPTED BY ORD. C-24-18

WHEREAS, on May 07, 2018, Council approved a Rezoning request for 215 ± acres located South of Southwest Blvd. and East of Demorest Road that included a Zoning Text; and

WHEREAS, on July 20, 2020, Council approved ordinance C-25-20, amending Subarea C of the Zoning Text; and

WHEREAS, on August 08, 2023, the Planning Commission recommended approval of amendments to the attached Zoning Text with the following stipulations:

1. A 15-foot parking setback is required along the west property line of the southern portion of the development, where directly adjacent to residential property; and

2. The encroachment of decks and patios inside the 15-foot setbacks shall be applicable only to the building on Lincoln Avenue.

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

SECTION 1. The Zoning Text for Beulah Park, Subarea B, located South of Southwest Blvd. and East of Demorest Rd., as adopted by Ord. C-24-18 and amended by Ord. C-25-20, is hereby amended contingent upon the stipulations set by Planning Commission.

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

Ted A. Berry, President of Council

Passed:

Richard L. Stage, Mayor

Effective:

Attest:

Tami K. Kelly, Clerk of Council

I Certify that this ordinance is correct as to form.

Stephen J. Smith, Director of Law

C-33-23

B. **SUBAREA B**

The character of development in this subarea will provide for a mix of general commercial retail, restaurant, and commercial office uses, and multi-family residential uses (primarily, above the first floor, but with a limitation of under 1,500 s.f. of accessible multi-family residential uses on the first floor in each of the front buildings) of any such commercial uses and will function as a gateway connection from the Town Center District of the historical downtown of the City to the Beulah Park development to the north and west of the subarea and is intended to be compatible with the surrounding properties to enhance and create effective use and connection between the subarea and Beulah Park, using modern adaptations of historical architectural styles, designs, and building elements for that connection and cohesiveness.~~should be compatible with the Town Center to create an effective transition between these two unique areas.~~

1. **Permitted Uses**

   a) Administrative, professional, business, and flex offices, and institutional uses including, but not limited to, medical and medical-related services, engineering and architectural services, accounting, auditing and other bookkeeping services, and other similar uses

   ~~a)~~b) General and s~~S~~pecialty retail, commercial establishments, and boutiques

   ~~b)~~c) Specialty food stores

   ~~c)~~d) Restaurants or taverns with patios and outdoor seating areas, with no drive-in or drive-thru facilities

   ~~d)~~e) Home furnishings, home improvement, and miscellaneous material and equipment stores which operate entirely within principal~~ple~~ structures and require no outside storage of products or materials

   ~~e)~~f) Personal services, performed for persons or their apparel

   ~~f)~~g) Financial establishments with no drive-in or drive-thru facilities

   h) Multi-family residential uses, above the first floor of any of the uses listed in this Section IV(B)(1) and a limitation of under 1,500 s.f. of accessible multi-family residential uses on the first floor in each of the front buildings~~Business and administrative offices and professional associations, including buildings with multiple tenants~~

   i) Other uses as approved by City Council

2. **General Development Standards**

   a) Access – Primary and secondary curb cut access to the northern portion and southern portion of the subarea shall be as determined on the Development Plan.

   ~~a)~~b) Lot Requirements and Setbacks

      i. There shall be n~~N~~o front, side, or rear building setback requirements where adjacent to non-residential districts. When parking is provided on-site, parking lots may ~~shall~~ be located primarily, as much as is feasible, behind or to the side of the primary structure, utilizing shared access drives and curb cuts with adjacent developments where~~never~~ feasible to do so. Parking lots and drive aisles may be permitted in the front of the primary structures due to any required building setbacks from the railroad lines and railroad property (for railroad activity clearance) and certain existing utility infrastructure and easements that may

i. Landscape screening shall be installed adjacent to residential properties. Screening shall be in the form of a continuous 80% landscape hedge, fence, or wall, or a combination thereof. Except for on-ground service structures' screening fencing, privacy fences shall be prohibited on the Property, unless otherwise permitted as part of the Development Plan.

ii. Service courts, waste and refuse areas, ground and roof-mounted mechanical and electrical equipment shall be screened from view from all public streets and adjacent residential uses in their entirety by rooftop screening devices or parapets, or if on the ground, mounding, landscaping, screening fencing and/or walls. Screening shall be at least six inches taller than the height of any containers or equipment that may be in these areas and shall have the same or complementary material as the building exterior.

iii. All roof-mounted service/mechanical equipment shall be fully screened on all four sides, with a height to exceed the installed equipment by raising the rooftop screening device or parapet around the top of the building or service/mechanical equipment. Screening design and material shall be architecturally compatible with the remainder of the building.

f) Landscaping

i. Landscaping shall be installed for all parking and vehicular-use areas as set forth below:

a. Within all parking lots and vehicular-use areas: Landscapes islands and peninsulas shall be installed according to the Code requirements for "Interior Vehicular-Use Areas."

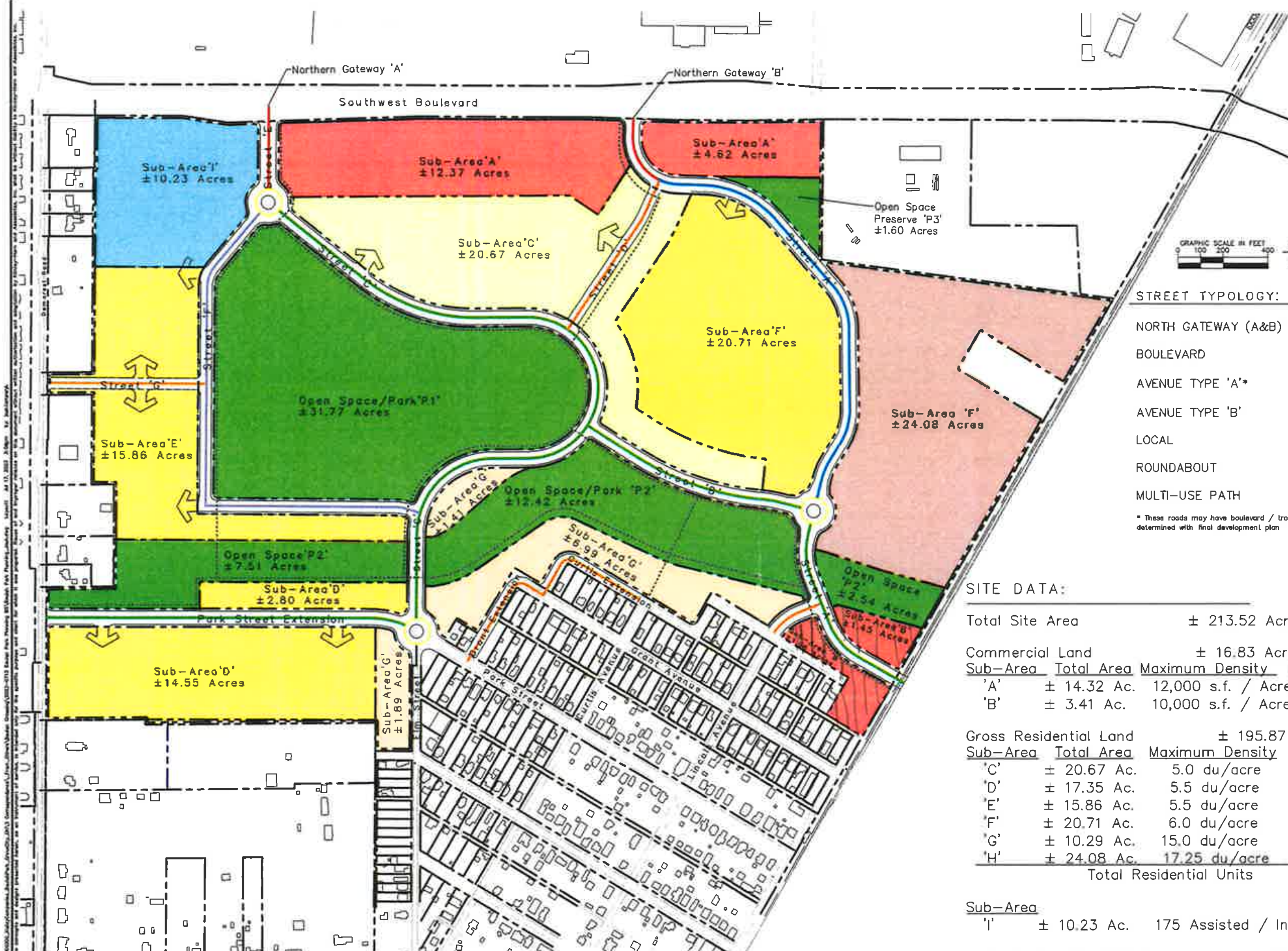
ii. Landscape areas shall be installed adjacent to buildings, based on the building perimeter noted below. Combining the planting areas noted below is acceptable, provided that combined planting areas are visible from public-right-of way.

a. One (1) tree shall be planted for every fifty (50) linear feet of any building perimeter. Trees shall be 2.5-inch-minimum-caliper at installation.

~~e)~~g) Lighting

i. Street light fixtures to be located within the right-of-way of public roadways shall match the character of "period gas lighting fixtures" utilized in the Town Center District of the City.

ii. All other public street lights shall be mounted on decorative poles that are architecturally compatible with the area lighting and have a pedestrian scale.



STREET TYPOLOGY:

- NORTH GATEWAY (A&B)
- BOULEVARD
- AVENUE TYPE 'A'*
- AVENUE TYPE 'B'
- LOCAL
- ROUNDABOUT
- MULTI-USE PATH

* These roads may have boulevard / traffic calming sections. To be determined with final development plan

GRAPHIC SCALE IN FEET 0 100 200 400

NORTH

SITE DATA:

Total Site Area ± 213.52 Acres

Commercial Land ± 16.83 Acres

Sub-Area	Total Area	Maximum Density	Maximum Square Feet
'A'	± 14.32 Ac.	12,000 s.f. / Acre	171,800 s.f.
'B'	± 3.41 Ac.	10,000 s.f. / Acre	25,800 s.f.

Gross Residential Land ± 195.87 Acres

Sub-Area	Total Area	Maximum Density	Total Units Permitted
'C'	± 20.67 Ac.	5.0 du/acre	103 du
'D'	± 17.35 Ac.	5.5 du/acre	95 du
'E'	± 15.86 Ac.	5.5 du/acre	87 du
'F'	± 20.71 Ac.	6.0 du/acre	124 du
'G'	± 10.29 Ac.	15.0 du/acre	154 du
'H'	± 24.08 Ac.	17.25 du/acre	415 du
	Total Residential Units		978 du

Sub-Area
'I' ± 10.23 Ac. 175 Assisted / Independent Living beds

Total Open Space Shown ± 58.54 Acres
- Community Park: ± 31.77 Acres
- Stream & Buffer: ± 22.47 Acres
- Wooded Preserve: ± 4.30 Acres

Project Gross Density ± 4.60 du/acre

Beulah Park-Subarea Plan

City of Grove City, Ohio July 17, 2023

Kimley»Horn

SCALE: 1" = 200'

BEULAH PARK SUBAREA PLAN
3811 SOUTHWEST BLVD
GROVE CITY, OH 43123

ORIGINAL ISSUE: 7/17/23
KHA PROJECT NO. 190004000
SHEET NUMBER
EX1

No.	REVISIONS	DATE	BY
△	CITY COMMENTS	XX/XX/XX	AW

Date: 08/15/23	No.: CR-34-23
Introduced By: Mr. Schottke	1st Reading: 08/21/23
Committee: Lands	Public Notice: ______
Originated By: Plan. Comm.	2nd Reading: ______
Sponsor: ______	Passed: ___ Rejected: ___
Emergency: ___ 30 Days: ___	Codified: ___ Code No: ___
Current Expense: ______	Passage Publication: ___

RESOLUTION NO. CR-34-23

A RESOLUTION TO APPROVE THE DEVELOPMENT PLAN FOR BUFFALO WILD WINGS LOCATED AT 4108 BUCKEYE PARKWAY

WHEREAS, on August 08, 2023, the Planning Commission recommended approval of the Development Plan for Buffalo Wild Wings with the following stipulations:

1. The seven (7) parking spaces along the eastern property line shall be removed to allow for a more appropriate setback from the sidewalk and adequate landscaping;
2. Parking lot perimeter plantings shall be installed along all parking areas, meeting the standards in Section 1136.07(a)(2) and 1136.06(b);
3. A note shall be added to landscape plans stating that all service structures are required to meet screening per Section 1136.08.

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

SECTION 1. This Council hereby approves the Development Plan for Buffalo Wild Wings located at 4108 Buckeye Parkway, contingent upon the stipulations set by Planning Commission.

SECTION 2. This approval shall be good for 12 months from the date passed, or as otherwise provided in Section 1101.07(b) of the Codified Ordinances of the City of Grove City, Ohio.

SECTION 3. This resolution shall take effect at the earliest opportunity allowed by law.

____
Ted A. Berry, President of Council

____
Richard L. Stage, Mayor

Passed:
Effective:

Attest:

____
Tami K. Kelly, MMC, Clerk of Council

I Certify that this resolution
is correct as to form.

____
Stephen J. Smith, Director of Law

Date: 08/15/23
Introduced By: Mr. Schottke
Committee: Lands
Originated By: Plan. Comm.
Approved:
Emergency: ___ 30 Days: ___
Current Expense:

No.: C-33-23
1st Reading: 08/21/23
Public Notice: 8/22/23
2nd Reading: 10/02/23
Passed: ___ Rejected:
Codified: ___ Code No:
Passage Publication:

ORDINANCE C-34-23

AN ORDINANCE TO VACATE AND TRANSFER PORTIONS OF CLEVELAND AVENUE AND FRONT STREET PUBLIC RIGHT-OF-WAY

WHEREAS, on April 06, 2015, Council enacted Resolution CR-16-15 which approved the preliminary development plan for Beulah Park; on December 4, 2017, enacted Resolution CR-49-17 which approved a preliminary development plan for the Beulah Park property; and, on May 7, 2018, enacted Ordinance C-24-18 which approved the rezoning of the Beulah Park property to PUD-R and PUD-C with zoning text; and

WHEREAS, the portions of Cleveland Avenue and Front Street public right-of-way (the "Vacated Parcels") depicted on Exhibit A and fully described in Exhibit B are adjacent to Beulah Park and, except for the reservation of certain easements set forth herein, are not needed for any municipal purpose; and

WHEREAS, the vacation and transfer of the Vacated Parcels is necessary for the development of the gateway to Beulah Park, as Beulah Crossing; and

WHEREAS, Council is satisfied that there is good cause for the vacation of said portions of the public right-of-way and that it will not be detrimental to the general interest of the public.

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

SECTION 1. The Vacated Parcels, which are those portions of Cleveland Avenue and Front Street public right-of-way containing approximately 0.302 acres, as depicted on Exhibit A and as more fully described in Exhibit B, are hereby vacated.

SECTION 2. This Council hereby orders that the vacated public right-of-way be conveyed to Townsend Construction Company and combined with Franklin County Auditor Tax Parcel Id. No.: 040-000443-00, consisting of approximately 0.48 acres, and located at 3345 West Cleveland Avenue, Grove City, Ohio 43123.

SECTION 3. A general utility easement for all existing utility lines within the Vacated Parcels is hereby expressly reserved.

SECTION 4. This Ordinance shall take effect at the earliest opportunity allowed by law.

Ted A. Berry, President of Council

Passed:

Richard L. Stage, Mayor

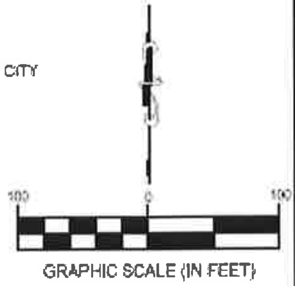
Effective:

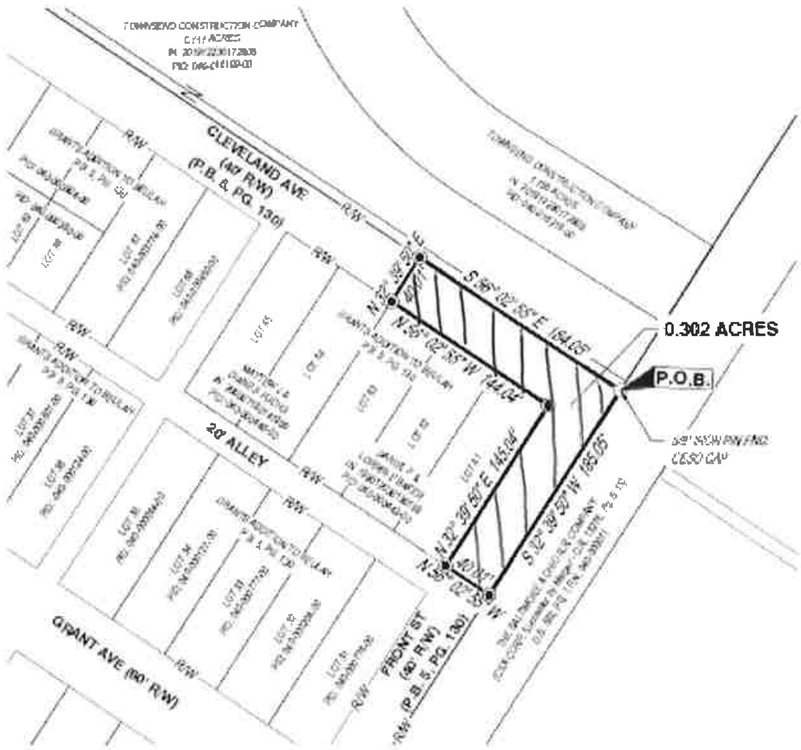
EXHIBIT A

SURVEY OF ACREAGE PARCELS

STATE OF OHIO, COUNTY OF FRANKLIN, CITY OF GROVE CITY

VIRGINIA MILITARY SURVEY 1388





BASIS OF BEARING

THE BEARINGS SHOWN ON THIS SURVEY ARE BASED ON THE BEARING OF NORTH 3°14'40" EAST FOR THE CENTERLINE OF DEMOREST ROAD BETWEEN FRANKLIN COUNTY MONUMENTS F.C.G.S. 5131, F.C.G.S 1236 AND F.C.G.S 1936, AS SHOWN ON THE CENTERLINE SURVEY PLAT, SHEET 1 OF 2 FOR DEMOREST ROAD AND AVAILABLE AT THE FRANKLIN COUNTY ENGINEER'S OFFICE.

BASED ON FIELD OBSERVATIONS PERFORMED IN MARCH 2021.

JEFFREY A. MILLER, OHIO P.S. NO 7211 DATE

LEGEND

- IRON PIN TO BE SET (5/8"x30" REBAR W/ CESO CAP)
- MAG NAIL FOUND
- IRON PIN FOUND

SURVEY OF ACREAGE PARCELS		
GROVE CITY, OHIO		FRANKLIN COUNTY, OHIO
SCALE: 1" = 100'		DATE: 05/07/2021
DESIGN: N/A	CESO WWW.CESOINC.COM	JOB NO. 763155
DRAWN: DAV		SHEET NO.:
CHECKED: ALB		1 OF 1

EXHIBIT B

Survey of Acreage Parcels
0.302 Acres

Situated in the State of Ohio, County of Franklin, City of Grove City, Virginia Military District Survey Number 1388 and being all out of a portion of the right of way of Cleveland Avenue and Front Street, as shown in that plat entitled "Grants Addition to Beulah" of record Plat Book 5, Page 130, all deed references refer to the Records of the Recorder's Office, Franklin County, Ohio, and described as follows:

Beginning at a 5/8" iron pin found with a cap inscribed "CESO" at the intersection of the northerly right of way line of Cleveland Avenue and the easterly right of way line of Front Street and being a westerly line of a tract of land as conveyed to The Baltimore and Ohio R.R. Company, of record in Deed Book 592, Page 1;

Thence South 32°39'50" West with said westerly line and said easterly right of way line a distance of 185.05 feet to an iron pin set;

Thence North 56°02'55" West through said right of way of Front Street, for a distance of 40.01 feet to an iron pin set on the westerly right of way line of said Front Street, the northerly right of way line of a 20 foot wide alley and the southeasterly corner of lot 61 of a subdivision entitled Grants Addition to Beulah, of record in Plat Cabinet 5, Page 130;

Thence North 32°39'50" East with said westerly right of way line of Front Street and the easterly line of said lot 61, distance of 145.04 feet to an iron pin set at the northeast corner of said lot 61 and being the intersection of the westerly right of way line of Front Street and the southerly right of way line of said Cleveland Avenue;

Thence North 56°02'55" West with the southerly right of way line of Cleveland Avenue, for a distance of 144.04 feet to an iron pin set at the northwesterly corner of lot 63 of said Grants Addition to Beulah;

Thence North 32°39'50" East through said right of way of Cleveland Avenue, for a distance of 40.01 feet to an iron pin set on the northerly right of way line of said Cleveland Avenue and the southerly line of a 1.155 acre tract of land as conveyed to Townsend Construction Company, of record in Instrument Number 201912230172808;

Thence South 56°02'55" East with said northerly right of way line and said southerly line, a distance of 184.05 feet to **Point of Beginning** and containing **0.302** acres of land more or less.

Subject to all covenants, restrictions, reservations and easements contained in any instrument of record pertaining to the above described tract of land.

The bearings shown on this survey are based on the bearing of North 3°14'40" East for the centerline of Demorest Road between Franklin County Monuments F.C.G.S. 5131, F.C.G.S 1236 And F.C.G.S 1906, as shown on the centerline survey plat, sheet 1 of 2 for Demorest Road and available at The Franklin County Engineer's Office.

Based on field observations performed in March 2021.

All iron pins called as set are 5/8" x 30" rebar with yellow cap stamped "CESO".

CESO, Inc.

Jeffrey A. Miller, PS
Registered Surveyor No. 7211

CESO

W:\PROJECTS\Townsend Construction\759156_BakerTract-ColumbusOH\04-SURVEY\Documents\759156-SURV-ROW VACATION-0.302 AC.docx

Date: 08-15-23
Introduced By: Mr. Holt
Committee: Finance
Originated By: Mr. Smith
Approved: Mr. Boso
Emergency: ___ 30 Days: X
Current Expense: ___

No.: C-35-23
1st Reading: 08/21/23
Public Notice: 08/22/23
2nd Reading: 09/05/23
Passed: ___ Rejected:
Codified: ___ Code No:
Passage Publication:

ORDINANCE C-35-23

AN ORDINANCE TO AMEND CHAPTER 161.10 OF THE CODIFIED ORDINANCES TITLED EMPLOYEE STATUS, NUMBER OF EMPLOYEES PER DEPARTMENT, PAY GRADES

WHEREAS, a review of Chapter 161 of the Codified Ordinances has been conducted by the City Administrator; and

WHEREAS, due to staffing and position changes, it is necessary to adjust the number of employees and job titles.

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

SECTION 1. Section 161.10 is hereby amended, in part, as follows:

Job#	Organization Identification	Job Title	FLSA Exemption	Classification Plan	FTE Max. Number	PTE Max. Number	Pay Grade	Minimum/ Maximum
~~6613~~	~~Service~~	~~Fleet Maintenance Supervisor~~	~~N~~	~~C~~	~~1~~		~~7~~	~~$26.41 - 45.67~~
6616	Service	Crew Leader	N	C	~~2~~3		6	$23.33 - 40.35

SECTION 2. This Ordinance shall take effect at the earliest date permitted by law.

Ted A. Berry, President of Council

Passed:

Richard L. Stage, Mayor

Effective:

Attest:

Tami K. Kelly, MMC, Clerk of Council

I certify that this ordinance is correct as to form.

Stephen J. Smith, Director of Law

Date: 08-15-23	No.: C-36-23
Introduced By: Mr. Holt	1st Reading: 08/21/23
Committee: Finance	Public Notice: 08/22/23
Originated By: Mr. Smith	2nd Reading: 09/05/23
Approved: Mr. Boso	Passed:____ Rejected:
Emergency:___ 30 Days: X	Codified:___ Code No:
Current Expense:________	Passage Publication:

ORDINANCE C-36-23

AN ORDINANCE TO AUTHORIZE THE CITY ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH ARCADIA INFRASTRUCTURE I, LLC

WHEREAS, the City desires to enter into a multi-year agreement with Arcadia Infrastructure I, LLC, to perform an analysis of the City's cell tower coverage and to market public properties to cell tower carriers to help fill in the underserved coverage areas; and

WHEREAS, because the Agreement exceeds twelve (12) months, 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. City Council hereby authorizes the City Administrator to enter into a multi-year agreement with Arcadia Infrastructure I, LLC, to perform an analysis of the City's cell tower coverage and to market public properties to cell tower carriers to help fill in the underserved coverage areas; upon the terms and conditions set forth in Exhibit A.

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

____
Ted A. Berry, President of Council

Passed:

____
Richard L. Stage, Mayor

Effective:

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-36-23

MASTER MARKETING AGREEMENT

This MASTER MARKETING AGREEMENT ("Agreement") is dated this ____ day of ____________ 202__ (the "Effective Date"), by and between the **GROVE CITY**, a political subdivision of the State of Ohio ("City"), and **Arcadia Infrastructure I, LLC**, a Delaware limited liability company ("Arcadia"), (each a "Party" and collectively the "Parties").

WHEREAS, the City owns certain real estate, buildings, and other improvements on real property located in Grove City, OH, and more fully described on **Exhibit A** (each a "Property" or collectively "Properties"); and

WHEREAS, the City and Arcadia wish enter into this Agreement by which the City shall provide Arcadia with the exclusive right to market Properties and enter into a lease(s) for all or a portion of such Properties for purpose of constructing a monopole or other similar structure and leasing space thereon and subleasing ground space to wireless service providers.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Agreement to Market and Lease. Subject to the terms and conditions set forth below, and subject to the terms and conditions of any Option and Lease Agreement (as defined below), Arcadia may market each Property to telecommunications providers licensed by the Federal Communications Commission ("Wireless Carrier") for the attachment of such Wireless Carrier's equipment. As to each Approved Site (as hereinafter defined), City and Arcadia shall enter into an option and lease agreement ("Option and Lease Agreement") whereby City shall lease to Arcadia a mutually acceptable portion of the Property (a "Site") sufficient for the construction of up to one (1) monopoles or similar structure and related equipment necessary for the installation, operation, and maintenance of wireless communications transmission and receiving antennas and related buildings, shelters, structures or other facility and equipment ("Communications Facility"), and on which Communications Facility Arcadia shall sublease space to Wireless Carriers (each sublease a "Carrier Lease"). Together with the Option and Lease Agreement, City shall provide Arcadia with the necessary easements for access and utility ingress and egress to the Site, such access and utility easements to be reasonably acceptable to the City.

2. Term of Agreement.

a. The term of this Agreement shall be five (5) years commencing on the Effective Date of this Agreement, and subject to any earlier termination as set forth herein (the "Initial Term"). In addition, this Agreement shall automatically renew and extend for three (3) additional one-year extension options ("Renewal Term"), unless either Party wishes to terminate this Agreement at the conclusion of the Initial Term, in which case it shall provide written notice to other Party no later than one hundred eighty (180) days prior to the expiration of the Initial Term. As used herein, "Term" shall mean the Initial Term and, if applicable, the Renewal Term.

b. If prior to the end of the Term Arcadia and City have executed an Option and Lease Agreement for a Site where Arcadia has not yet exercised the Option (as defined in the Option and Lease Agreement), Arcadia shall have up to an additional twelve (12) months from the expiration of this Agreement to exercise such Option under the Option and Lease Agreement. Arcadia shall keep City apprised of the status of any such Option and Lease Agreement.

c. City and Arcadia acknowledge and agree that the expiration of the Term hereof shall in no way affect, reduce, or terminate the term of any Option and Lease Agreement then in existence or Arcadia's rights thereunder, nor any pending Option and Lease Agreement subject thereafter in accordance with Section 2(b) above.

d. For each Site developed by Arcadia, City shall have the right to reserve one (1) level on each pole or similar structure and ground space at the Communications Facility as set forth in each Option and Lease Agreement. City shall have the right to freely assign its rights in and to such reserved space to any non-commercial wireless tenant upon prior written notice to Arcadia.

3. Term of Option and Lease Agreements; Termination

a. Except otherwise stated in each applicable Option and Lease Agreement (i) the initial term of each Option and Lease Agreement shall be ten (10) years, commencing upon the Commencement Date (as defined in the Option and Lease Agreement), and (ii) each Option and Lease Agreement shall automatically renew and extend for up to eight (8) additional five-year extension terms unless Arcadia provides thirty (30) days advance written notice to City of its intent not to renew prior to the end of the then-current term of the Option and Lease Agreement. Notwithstanding anything in this Agreement to the contrary, each Option and Lease Agreement shall control over any contrary provision of this Agreement. Prior to executing an Option and Lease Agreement, the City may refuse to enter into an Option and Lease Agreement or condition the approval of any Option and Lease Agreement for any reason.

b. Each lease for a Site shall be in the form of Option and Lease Agreement attached hereto as **Exhibit B**, with such minor modifications as shall be reasonably required to reflect the particular conditions of the Site.

4. Carrier Leases. Arcadia shall be entitled to sublease space on a Communications Facility without City's prior approval as more specifically set forth in the Option and Lease Agreement. Arcadia will obtain all required zoning approvals prior to allowing any additional Wireless Carrier to install facilities on Communications Facility.

5. Site Assessments; Approved Sites; Development.

a. Arcadia may, at its sole cost and expense, prepare a site assessment ("Site Assessment") with regard to each Property. Should Arcadia wish to perform any on-site tests or studies with respect to any Property, Arcadia shall first contact City, where appropriate, to arrange a mutually acceptable time for such tests and studies to be conducted. City may elect to have City personnel accompany the persons performing such tests and studies. Following any such tests and studies, Arcadia shall immediately restore the Property to its previous condition to the extent reasonably practical. Arcadia shall use commercially reasonable efforts to perform any such tests and studies in a manner so as to minimize any impact on any

City-related activities. Arcadia's right of access to conduct a Site Assessment is subject to City's right to require reasonable alternate times and dates for the Site Assessment in order to make sure the on-site tests do not interfere with any City or City-related activities. City shall have the right to withhold its consent to any tests or studies which, in the sole and absolute determination of City, may materially and adversely alter any Site or materially and adversely interfere with any City or City-related activities. Arcadia shall furnish proof that Arcadia and its contractors have the insurance coverage required under Section 11 hereof upon City request. City hereby grants Arcadia and its consultants, contractors, and inspectors a non-exclusive license to access the Properties for the purposes set forth in this paragraph.

b. During the Term, Arcadia may submit to City one or more "Request for Approval" with respect to the development of one or more Sites. Upon submission of Arcadia's Request for Approval, the following shall occur:

i. City shall contact the manager of the Property as designated by the City ("Project Manager") for the purpose of scheduling a meeting to solicit the parties' input into and concerning development of the Site, and thereafter obtaining a preliminary approval ("Preliminary Approval").

ii. At such time as Preliminary Approval has been obtained for a Site, Arcadia shall cause to be prepared and deliver to the Project Manager a site plan for the Property ("Site Plan") consistent with the Preliminary Approval.

iii. At such time as the Site Plan is approved by the Project Manager ("Final Approval"), City shall execute an Option and Lease Agreement for the applicable Site.

iv. Upon execution of the Option and Lease Agreement for the applicable Site, the Site shall then be considered approved ("Approved Site"). Arcadia shall promptly file a zoning and permitting application with respect to the Approved Site and shall thereafter diligently seek all other required governmental approvals and permits ("Governmental Approvals"). City agrees to reasonably cooperate, at Arcadia's expense, in making application for and obtaining all Governmental Approvals required for approval of the Communications Facility. Arcadia shall promptly provide the Project Manager with copies of such zoning and permitting applications when filed and shall keep the Project Manager apprised of its progress.

c. City agrees that it shall not, without prior written consent of Arcadia, during the Term, lease, license, or grant any interest in any portion of any Property to any other telecommunications or other wireless service provider, or to any party constructing monopoles for lease to telecommunications or wireless service providers, other than Arcadia.

6. Duties of Arcadia; Compensation.

a. Arcadia shall exercise commercially reasonable efforts to market and lease Properties to generate revenue to both parties.

b. As its sole compensation for performing any of the duties hereunder and for performing the obligations of the sublandlord under any Carrier Lease, Arcadia shall be entitled to retain a portion of the monthly rent collected from all Carrier Leases derived from the use, leasing, or occupancy of any

Communications Facility in accordance with the rent schedule contained in the Option and Lease Agreement ("Monthly Gross Rental Revenues").

7. Duties of City; Compensation.

a. City shall receive One Thousand and 00/100 Dollars ($1,000.00) for entering into this Agreement.

b. In consideration of the leasing of any particular Site under and pursuant to an Option and Lease Agreement, unless otherwise expressly set forth in said applicable Option and Lease Agreement, no later than the tenth day of each calendar month, Arcadia shall pay to City an amount equal to twenty-five percent (25%) of the monthly rent collected from all Carrier Leases derived from the use, leasing, or occupancy of any Communications Facility pursuant to the applicable Option and Lease Agreement.

c. City shall appoint from time to time a Project Manager for the performance of City's review function hereunder. Project Manager shall have the authority to review and approve those submissions to be made by Arcadia hereunder, and to attend meetings and represent City at such meetings, and, upon approval by the City, to execute, or cause to be executed, any Option and Lease Agreement on behalf of City.

8. Assignment. This Agreement may be assigned in whole or in part, without the prior written consent of City, to any corporation, partnership or other entity (i) which is controlled by, controlling, or under common control with Arcadia; (ii) shall merge or consolidate with or into Arcadia, so long as Arcadia, or a wholly owned affiliate of Arcadia, is at all times the general partner or manager; or (iii) to an entity that acquires substantially all of the assets or ownership interest of Arcadia, so long as Arcadia, or a wholly owned affiliate of Arcadia, is at all times the general partner or manager to such entity. As to other parties, this Agreement may not be assigned without the prior written consent of the City, which consent shall not be unreasonably conditioned, delayed, or withheld (and any such approved assignment shall be subject to assignee assuming all of Arcadia's obligations herein).

9. Exclusive. During the Term (and any extension of the Term) and thereafter during the term of each Option and Lease Agreement, City shall not lease any Property to a person or entity competing with Arcadia in the business of constructing wireless communications infrastructure for lease or license to third parties. If City is contacted by any Wireless Carrier or service provider with regard to a Property, City shall direct such carrier to discuss with Arcadia the possibility of Arcadia constructing a monopole or similar structure.

10. Subject to City Uses. Notwithstanding any other provision of this Agreement, Arcadia acknowledges the absolute primacy of City's use and operation of the Property for public purposes, and that Arcadia's rights under this Agreement and all Option and Lease Agreements are subject and subordinate to City's use and operation of the Property. Arcadia shall use commercially reasonable efforts to avoid any materially adverse construction, operation, or other impacts on the Property and City's use and operation thereof, whether such impacts arise from activities conducted on or off the Property. Prior to any entry upon any Property before an Option and Lease Agreement is executed for an Approved Site on such Property, Arcadia shall provide reasonable advance notice to City of such entry and of any work or activities to be conducted on the Property. Such entry, work and other activities shall

occur only at such times and manner as may be required by City to avoid any adverse impacts.

11. Insurance. Throughout the Term of this Agreement, prior to accessing a Property, Arcadia shall purchase and carry (or cause its consultant, contractors, or inspectors to carry) a policy of commercial general liability insurance with combined single limits for each occurrence of at least Two Million Dollars ($2,000,000) with respect to bodily injury or death and property damage. At City's request, the policy shall name the City as an additional insured. Insurance required to be carried under the Option and Lease Agreements shall be as set forth, and governed under, the provisions of said Option and Lease Agreements.

12. Indemnity; Waiver. Arcadia shall defend, indemnify and hold City, its officers, directors, representatives, and agents harmless from and against any and all damages, claims, judgments, fines, penalties, costs, liabilities (including, sums paid in settlement of claims) or loss, including reasonable fees of attorneys, arising from (i) breach of Arcadia's obligations under this Agreement, or (ii) any negligent act or omission of Arcadia, its agents or employees during Arcadia's entry into any of the Properties in connection with its investigations. The indemnities set forth in this Section 12 shall survive the termination or expiration of this Agreement.

13. Default; Remedies.

a. Each of the following shall be an "Event of Default" of Arcadia under this Agreement:

i. Failure to cure, within five (5) business days after written notice to Arcadia (with specific City), any failure in the payment when due of any amount required to be paid by Arcadia under this Agreement; or

ii. Failure to cure, within thirty (30) calendar days after written notice to Arcadia, any failure by Arcadia in the performance or observance of, or compliance with, any non-monetary covenant, agreement, term, or condition contained in this Agreement (or such additional time as may be reasonably necessary to cure such failure, so long as Arcadia commences the cure within the initial 30-day cure period and thereafter diligently prosecutes such cure to completion); or

iii. The liquidation, termination, or dissolution of Arcadia; or

iv. An event of Bankruptcy.

b. Upon the occurrence of an Event of Default hereunder, City shall, in addition to any other remedy that may be available to it at law or in equity, have the following remedies:

i. To terminate this Agreement with written notice to Arcadia; or

ii. To seek specific performance of this Agreement.

The termination of this Agreement shall not, of itself, cause the termination of any Option and Lease Agreement which has been executed by Arcadia and City.

14. Representations and Warranties.

a. Arcadia is duly organized under the laws of the State of Delaware, is qualified to do business in the State of Ohio and has all corporate power and authority necessary to perform its obligations hereunder.

b. Arcadia in the business of and has substantial expertise in locating, permitting, leasing, licensing, operating, and constructing Communications Facilities.

c. Arcadia shall exercise commercially reasonable efforts to obtain entitlements, approvals, permits, and Carrier Leases for as many of the Sites as practicable in an effort to generate revenue and benefit to City and Arcadia.

d. Arcadia shall not knowingly violate any federal, state, municipal, or other governmental law, ordinance, rule, or regulation in performing its services under this Agreement and Arcadia shall use reasonable diligence to comply with any and all such laws, ordinances, rules, and regulations affecting the Sites.

15. Monthly Reports; Access to Records.

a. On or before the tenth (10^{th}) day of each calendar month, Arcadia shall provide City with a written report setting forth in reasonable detail (a) the status of Arcadia's progress on all Sites which have received Final Approval, and (b) any Sites which Arcadia intends to submit a Request for Approval within the next ninety (90) days.

b. Arcadia shall keep full and correct records and books of account in accordance with generally accepted accounting principles, consistently applied, showing in detail all income and expenses relating to the Sites and this Agreement, and shall permit City or its representatives to examine such books and records upon its request and to make copies or extracts thereof.

16. Notices. All notices, payments, demands and requests hereunder shall be in writing and shall be deemed to have been properly given upon delivery (or if delivery is refused, upon the date of such refusal), when mailed by Registered or Certified Mail, postage prepaid, or delivered by reliable overnight courier or hand delivery (i.e., Federal Express), and addressed as follows:

If to City:

Grove City, OH
Attn:

With a copy to:

Grove City, OH
Attn:

If to Arcadia:

Arcadia Infrastructure I, LLC
101 Main Street Suite 300
Milford, Ohio 45150
ATTN: Sam Johnston

With a copy to:

Dinsmore & Shohl LLP
191 West Nationwide Blvd
Suite 200
Columbus, OH 43215
ATTN: Jason Sims

or to such other addresses as either of the parties may designate from time to time by giving prior written notice as herein required.

17. Miscellaneous.

a. Except as otherwise expressly set forth in this Agreement (including, without limitation, the license granted under Section 5(a) of this Agreement), nothing in this Agreement shall confer any property right or right in and to any Site to Arcadia until the execution of an Option and Lease Agreement.

b. In performing its duties under this Agreement, Arcadia shall at all times be an independent contractor, and not an agent, employee, or partner of City. Arcadia shall have no right or authority, expressed or implied, to commit or otherwise obligate City in any manner.

c. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

d. Waiver of any of the terms or provisions hereof may only be in writing and shall be operative only for the time and to the extent therein stated. No waiver of any default or breach of any of the terms or provisions hereof by either party hereto shall be implied from the failure by either party to take action on account of such default or breach. No waiver shall affect any default other than the default specified in the waiver. No waiver of any term or provision contained herein by either party shall be construed as a waiver of any subsequent breach of the same term or provision. The consent or approval by either party to, or of, any act by the other party requiring further consent or approval shall not be deemed to waive or render unnecessary their consent or approval to, or of, any subsequent similar acts.

e. Any provision of this Agreement may be amended only if such amendment is in writing and is signed by City and Arcadia.

f. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

g. This Agreement shall be deemed to be a contract made under seal and shall be governed by and construed in accordance with the laws of the State of Ohio, without reference to conflicts of laws principles.

h. This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Agreement shall become effective when City shall have received counterparts hereof signed by both parties.

i. Any legal action or proceeding with respect to this Agreement or any document related hereto or thereto shall be brought in the courts of the State of Ohio in __________ County.

j. This Agreement sets forth the entire agreement of the parties with respect to the subject matter hereof and thereof and supersedes all previous understandings, written or oral, in respect thereof.

k. All rights, remedies and powers provided in this Agreement may be exercised only to the extent that the exercise thereof does not violate any applicable provision of law, and all the provisions of this Agreement are intended to be subject to all applicable mandatory provisions of law which may be controlling and be limited to the extent necessary so that they will not render this Agreement invalid or unenforceable in whole or in part. If any provision hereof is or becomes invalid and unenforceable, then, to the fullest extent permitted by law, the other provisions hereof shall remain in full force and effect in such jurisdiction and shall be strictly construed in order to carry out the intentions of the parties hereto as nearly as may be possible.

l. Neither Arcadia nor City intends by any provision of this Agreement to confer any right, remedy, or benefit upon any third party.

m. City and the person executing and delivering this Agreement on City's behalf each represents and warrants that such person is duly authorized to so act and has the power and authority to enter into this Agreement; and that all action required to authorize City and such person to enter into this Agreement has been duly taken.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK – SIGNATURES ON FOLLOWING PAGE(ES)]

IN WITNESS WHEREOF, the parties hereto execute this Agreement in two parts on the dates indicated.

CITY:

GROVE CITY, OH
An Ohio Political Subdivision

By: ______________________________

Name: ______________________________

Title: ______________________________

ARCADIA:

ARCADIA INFRASTRUCTURE I, LLC,
A Delaware Limited Liability Company

By: ______________________________

Name: Samuel T. Johnston, Jr.

Title: President/CEO

[Acknowledgement on following page]

ACKNOWLEDGEMENT

STATE OF OHIO :
: SS
COUNTY OF :

On this, the ____ day of ___________________, 202__, before me, the undersigned officer, personally appeared ___________________ who acknowledged [himself/herself] to be the _______________________________ of the Grove City, OH, and that [his/her] name is subscribed to the foregoing document as such officer, and that he/she executed the foregoing document on behalf of such corporation for the uses and purposes therein expressed.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

____
Notary Public
My Commission Expires:

(Notary Seal)

STATE OF OHIO :
: SS
COUNTY OF :

On this, the ____ day of ___________________, 202__, before me, the undersigned officer, personally appeared Samuel T. Johnston, Jr. who acknowledged himself to be the President/CEO of Arcadia Infrastructure I, LLC, a Delaware limited liability company, and that his name is subscribed to the foregoing document as such officer, and that he executed the foregoing document on behalf of such limited liability company for the uses and purposes therein expressed.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

____
Notary Public
My Commission Expires:

(Notary Seal)

EXHIBIT A

PROPERTIES

	Address	Latitude	Longitude

Properties may be amended to include or delete additional properties upon mutual consent of Board and Arcadia.

EXHIBIT B
OPTION AND LEASE AGREEMENT

THIS OPTION AND LEASE AGREEMENT ("Lease Agreement" or "Agreement"), dated as of the _____ day of ____________, 202___ (the "Effective Date"), is entered into by the Grove City, OH a political subdivision of the State of Ohio, with offices at Burlington, KY (hereinafter referred to as "Landlord"), and Arcadia Infrastructure I, LLC, a Delaware limited liability company, having its principal office at 101 Main Street, Suite 300, Milford, Ohio 45150 (hereinafter referred to as "Tenant").

BACKGROUND

Landlord owns that certain plot, parcel, or tract of land, together with all rights and privileges arising in connection therewith, located at STREET, CITY, COUNTY, STATE, ZIP, as further described in the legal description of the property attached hereto as **Exhibit A** (collectively, "Property"). Tenant desires to lease a portion of the Property to construct, install, maintain, operate, and service a communications tower ("Tower") and related improvements and assets (collectively, with the Tower, the "Communications Facility") and to conduct its business thereon.

AGREEMENT

The parties agree as follows:

1. OPTION TO LEASE.

a) Landlord hereby grants to Tenant an exclusive option (the "Option") to lease a portion of the Property measuring approximately sixteen hundred (1,600) square feet ("Leased Premises") on which Tenant plans to construct, maintain, operate, and lease space to third parties on, the Communications Facility, as generally depicted on the site plan attached hereto as **Exhibit B** (the "Site Plan"), together with unrestricted access across the remainder of the Property to the Leased Premises for Tenant's uses from the nearest public right-of-way along the Property.

b) In consideration of Landlord granting Tenant the Option, Tenant hereby agrees to pay Landlord the sum of Five Hundred and 00/100 Dollars ($500.00) upon execution of this Agreement. The Option will be for an initial term of twelve (12) months (the "Initial Option Term") and may be renewed by Tenant for an additional six (6) month period (a "Renewal Option Term") and the payment of an additional Five Hundred and 00/100 Dollars ($500.00), by delivering written notice of such renewal (along with the additional payment) to Landlord no later than ten (10) days prior to the expiration date of the Initial Option Term. As used herein, the "Option Term" shall mean the Initial Option Term and, if applicable, the Renewal Option Term.

c) During the Option Term, Tenant may exercise the Option by notifying Landlord in writing. Tenant shall not commence construction of the Communications Facility unless and until Tenant exercises the Option.

d) During the Option Term, and during the Lease Term (as hereinafter defined), Tenant and its agents, engineers, surveyors and other representatives will have the right: (i) at all reasonable times to enter upon the Property to inspect, examine, conduct soil borings, drainage testing, material sampling, and other geological or engineering tests or other studies of any type of the Property; (ii) to apply for and obtain licenses, permits, approvals, or other relief required or deemed necessary or appropriate, at Tenant's sole discretion, for its use of the Leased Premises including, without limitation, applications for zoning variances, zoning revisions, zoning ordinances, amendments, special use permits, and construction permits necessary for the construction of the Communications Facility (collectively referred to as "Governmental Approvals"); and (iii) otherwise to do those things on or off the Property that, in the opinion of Tenant, are necessary in Tenant's sole discretion to determine the physical condition of the Property, the environmental history of the Property, Landlord's title to the Property and the feasibility or suitability of the Property for Tenant's operation of a Tower, all at Tenant's expense. Landlord shall cooperate with Tenant while Tenant conducts the activities set forth in Section 1(d), including appearing and supporting Tenant in Tenant's efforts to obtain any necessary Governmental Approvals. Tenant will not be liable to Landlord or any third-party on account of any pre-existing defect or condition on or with respect to the Property, whether or not such defect or condition is disclosed by Tenant's inspection.

If Tenant exercises the Option, then Landlord leases the Leased Premises to the Tenant subject to the following additional terms and conditions:

2. **RIGHT-OF-WAY FOR ACCESS.** Landlord grants to Tenant a non-exclusive right-of-way across that portion of the Property which is depicted on the Site Plan (the "Right-of-Way") for the purposes of unrestricted ingress and egress to the Leased Premises to properly, construct, install, maintain, operate and service the Communications Facility and to conduct its business on the Leased Premises. Tenant and Tenant's employees, agents, contractors and Tenant's subtenants and licensees and their respective employees, agents and contractors shall have unrestricted use of the Right-of-Way twenty-four (24) hours per day, seven (7) days per week. This Right-of-Way shall remain in effect throughout the Lease Term (defined in Paragraph 5, below).

3. **EASEMENT FOR UTILITIES.** Landlord grants to Tenant a right and easement across those portions of the Property on which utilities are currently located to the extent necessary to provide utility service to the Leased Premises and the Communications Facility (the "Easement"). This Easement shall remain in effect throughout the Lease Term. Further, Landlord agrees to grant to Tenant such easements on the Landlord's Property for the installation of additional utilities to the extent necessary to provide utility service to Leased Premises and the Communications Facility, provided that the location of such easements shall be subject to the approval of Landlord, which approval shall not be unreasonably withheld or conditioned or unduly delayed.

4. **SURVEY.** At the time the Option is exercised, a survey, prepared at Tenant's expense, shall be attached hereto as **Exhibit C**. The survey shall depict and describe the Leased Premises, the Right-of-Way, and all Easements.

5. **TERM.**

a) In the event Tenant exercises the Option, the initial lease term will be approximately ten (10) years ("Initial Term"), commencing upon the Commencement Date (as hereinafter defined). The Initial Term will terminate on the last day of the month in which the tenth anniversary of the Commencement Date occurred.

b) Tenant shall have the right to renew this Agreement upon the same terms and conditions for eight (8) additional terms of five (5) years each (each, a "Renewal Term"). Tenant shall be deemed to have exercised each of these options and this Agreement shall be automatically renewed unless Tenant delivers thirty (30) days advance written notice to Landlord before the expiration of the Initial Term (or any Renewal Term) declaring Tenant's intention to not exercise its option to renew. If Tenant delivers such a notice, then the Lease Term shall expire at the end of the Initial Term or Renewal Term, as applicable.

c) The Initial Term and, as applicable, any Renewal Term are collectively referred to as the "Lease Term".

6. RIGHT TO SUBLEASE. Tenant shall be entitled to sublease space on the Communications Facility without Landlord's prior approval pursuant to a sublease agreement prescribed by Tenant from time to time (each, a "Carrier Lease"); provided that: (a) the sublessee under the Carrier Lease is a telecommunications providers licensed by the Federal Communications Commission (a "Wireless Carrier"), (b) no Event of Default (as defined herein) by Tenant exists hereunder, and (c) the term of the Carrier Lease does not exceed the remaining term of the Lease Term.

7. RENT AND OTHER FEES.

a) Commencing on the date Tenant exercises the Option as provided in Section 1.c) of this Agreement (the "Commencement Date"), Tenant shall pay Landlord an annual gross rent (the "Rent") which shall be due in twelve (12) equal monthly installments ("Monthly Installments" or, individually, "Monthly Installment") payable no later than the tenth day of each calendar month during the Lease Term, as follows:

i. For the initial Wireless Carrier to which Tenant subleases space on the Communications Facility, an amount equal to TWENTY FIVE PERCENT (25%) of the monthly rent collected and derived from the use, leasing, or occupancy of Communications Facility and received by Tenant pursuant to this Agreement (the "Monthly Gross Rental Revenues") from the underlying Carrier Lease for such initial Wireless Carrier for the prior month.

ii. For the second Wireless Carrier to which Tenant subleases space on the Communications Facility, an amount equal to TWENTY-FIVE PERCENT (25%) OF Monthly Gross Rental Revenues collected from the underlying Carrier Lease for such second Wireless Carrier for the prior month.

iii. For the third Wireless Carrier to which Tenant subleases space on the Communications Facility, an amount equal to TWENTYFIVE PERCENT (25%) of Monthly Gross Revenues collected from the underlying Carrier Lease for such third Wireless Carrier for the prior month..

iv. For the fourth Wireless Carrier and any subsequent Wireless Carriers to which Tenant subleases space on the Communications Facility, an amount equal to TWENTYFIVE PERCENT (25%) of Monthly Gross Revenues collected from the underlying Carrier Lease(s) for such fourth Wireless Carrier and any subsequent Wireless Carriers for the prior month.

b) Notwithstanding the foregoing, in the event that the Commencement Date is on a day other than the first day of a month, the Monthly Installment due for such partial month shall be prorated on a per diem basis. Notwithstanding anything in this paragraph to the contrary, for purposes of determining the Rent due to Landlord hereunder: (i) the following reimbursable expenses paid by Wireless Carriers to Tenant are considered one-time payments and shall be excluded from the calculation of Monthly Gross Rental Revenues provided, however, that such reimbursable expenses are not in lieu of or in substitution for any rent under a Carrier Lease: (aa) expenses incurred to extend utilities including power, telecommunication lines, equipment, and other such utilities to the Communications Facility, (bb) any extraordinary expenses incurred to clear, grade and construct the vehicular access from the nearest road to the Communications Facility, and (cc) any expenses incurred to purchase and install a stealth application (i.e. tree, clock tower, or other non-standard monopole) above and beyond the reasonable expenses for a standard monopole (the expenses described in this subpart (ii) shall include, but not be limited to, engineering, construction, administration, deposits, applications, and legal fees and expenses).

c) In addition to the foregoing, any sum failed to be paid by Tenant when due shall be considered past due and, if such failure continues for five (5) days after Tenant's receipt of Landlord's written notice of such failure, then (i) the past due amount shall be subject to a one-time late payment charge in the amount of three percent (3%) of the amount past due, and (ii) additionally, interest shall accrue on any past due amount at the rate of one and one-half percent (1.5%) per month or the maximum effective variable contract rate of interest which the Landlord may from time to time lawfully charge, whichever is less.

8. POSSESSION/COMPLIANCE. Landlord shall deliver exclusive possession of the Leased Premises to Tenant on the Commencement Date, and Landlord warrants that the Leased Premises are not and will not be in violation of any federal, state, or local laws, regulations, codes or other enactments or orders, including but not limited to those relating to the protection of health, welfare and the environment and zoning ordinances. Landlord warrants and represents that it has provided Tenant with all deed restrictions, covenants, and other agreements (written or oral) of any type that control or restrict the use of the Leased Premises.

9. UTILITIES. Landlord shall not be responsible for Tenant's utility service. Tenant shall contract directly with the utility companies for its own utility services, and Tenant shall have the right to install additional utility lines and services on the Property pursuant to Paragraph 3 hereof, so long as Tenant pays all expenses associated with the additional installation and service.

10. INSURANCE/WAIVER OF SUBROGATION. Throughout the Lease Term, Tenant, at its own cost and expense, shall purchase and carry a policy of commercial general liability insurance with combined single limits for each occurrence of at least Two Million Dollars ($2,000,000) with respect to bodily injury or death and property damage. At Landlord's request, the Tenant's policy shall name the Landlord as an additional insured. Each insurance policy carried in fulfillment of this Agreement shall contain a waiver of subrogation provision or endorsement. The policy required by this Lease Agreement shall require Tenant to give Landlord thirty (30) calendar days advance written notice of any cancellation, non-renewal, or modification of coverage, and a binder or certificate verifying new coverage.

11. DUTIES OF TENANT. Tenant shall maintain and repair: (a) any fences Tenant constructs surrounding the Leased Premises; (b) the Communications Facility including the Tower; and (c) all other improvements installed or constructed on the Leased Premises by Tenant. Landlord acknowledges that it has no interest in the Tower, the Communications Facility, or any of the property which is stored or erected or to be erected on the Leased Premises by Tenant or any licensees or lessees of Tenant (collectively, the "Personal Property"), and Landlord shall not be responsible for the repair, maintenance, and security of the Personal Property during the Lease Term. Within one hundred eighty (180) days prior to the end of the Lease Term, Landlord shall notify Tenant of its election to have Tenant either (a) remove any part or all of the Communications Facility from the Leased Premises and restore the site to its original condition to the extent reasonably practical (except any conduits and utility lines and any other improvements which are 2 feet or more below grade), or (b) have the Communications Facility including any Tower or other structure remain on the Leased Premises. If Landlord fails to make such an election on or before the date that is one hundred eighty (180) days prior to the end of the Lease Term, Landlord it shall be deemed to have elected option (b). If Landlord elects option (a), Tenant shall within one hundred-twenty (120) days following the end of the Lease Term, remove such portions or all of the Communications Facility from the Leased Premises, as directed, at Tenant's sole cost and expense; provided, however, that Tenant shall be entitled to leave in place any conduits, concrete, utility lines and any other improvements which are 2 feet or more below grade. If Tenant elects (or is deemed to have elected) option (b), upon termination or expiration of this Agreement, title to the Communications Facility on the Leased Premises shall vest in Landlord, without the need for additional action by Landlord or Tenant, and Landlord agrees to assume all responsibility and liability for the Communications Facility and any damages or claims related thereto arising from and after the date of title vesting in Landlord. Notwithstanding the foregoing, Tenant shall execute and deliver such further assurances thereof as requested by Landlord.

12. DUTIES OF LANDLORD. Landlord shall not engage in or permit any other person or entity to engage in any activity on the Property which interferes with or interrupts Tenant's ability to conduct its business operations at the Leased Premises. Unless any maintenance, repairs or replacements are necessary due to the negligence or willful misconduct of Tenant or its agents, employees, contractors, sublessees, licensees and/or invitees, Landlord shall perform such maintenance, repairs, and replacements necessary to maintain in good condition and repair, at Landlord's cost and expense, the Right-of-Way or Easement. During the Lease Term, Landlord shall not lease the Property to a person or entity competing with Tenant in the business of constructing wireless communications infrastructure for lease or license to third parties.

13. MONTHLY REPORTS; ACCESS TO RECORDS.

a) On or before the tenth (10^{th}) day of each calendar month (or such other date as Landlord may agree to in writing), Tenant shall provide Tenant with a written report setting forth in reasonable detail (a) the Monthly Gross Rental Revenues for the previous month, on a per Carrier Lease basis, and (b) any new Carrier Leases entered into by Tenant.

b) Tenant shall keep full and correct records and books of account in accordance with generally accepted accounting principles, consistently applied, showing in detail all income and expenses relating to the Leased Premises and this Agreement, and shall permit Landlord or its representatives, upon reasonable advance notice, to examine such books and records upon its request and to make copies or extracts thereof (provided that any audit performed by third-parties retained by Landlord shall be performed on a non-contingency fee basis).

c) In the event that any audit of Tenant's books and records reveals a discrepancy between the amounts due to Landlord hereunder and the actual amount paid by Tenant of greater than three percent (3%), in addition to the late charges and penalties due hereunder, if applicable, Tenant shall pay all reasonable costs of Landlord's audit.

14. TAXES. Tenant will pay all personal property taxes assessed on, or any portion of such taxes attributable to, the Leased Premises (provided that in no event shall Tenant be obligated to pay any personal property taxes assessed on any personal property of Landlord that may be located on the Leased Premises). Tenant, upon presentation of sufficient and proper documentation, will pay, within thirty (30) days, any increase in real property taxes levied against the Property (excluding any additional taxes that relate to the period prior to the date the option is exercised, i.e., rollback taxes) which is directly attributable to Tenant's use of the Property, provided Tenant will be entitled to appeal any such increase payable by it. Landlord agrees that it will cooperate with an appeal of such taxes and will promptly pay when due all real estate taxes levied against the Property.

15. LOSS THROUGH CASUALTY. Tenant shall be responsible for all damages to the Communication Facility caused by fire or other casualty on the Leased Premises and on the Easement and Right-of-Way, provided such damage to the Right-of-Way or the Easement is caused solely by Tenant. Landlord shall promptly repair and restore, at Landlord's cost and expense, any damage to the Right-of-Way or Easement not caused solely by Tenant or its agents, employees, contractors, sublessees, licensees and/or invitees. If the Tower or any part of the Communication Facility are damaged by any casualty, to the extent that Tenant is no longer able to conduct its business at the Leased Premises, then Tenant shall have the option to deliver written notice to Landlord terminating this Agreement within ninety (90) days after the casualty.

16. LOSS THROUGH CONDEMNATION OR REGULATION. If any part of the Leased Premises is condemned or taken for any public or quasi-public use or if Tenant's business becomes subject to regulations which make it no longer feasible to operate its business, then Tenant shall have the right to terminate this Agreement effective with the date the condemning authority takes possession, or the regulations take effect. Landlord shall be entitled to receive the entire condemnation award allocable to the Property and Tenant shall receive the award allocable to the Tower, the Personal Property and any other amounts separately awarded to Tenant in its own right.

17. ASSIGNMENT AND SUBLEASING. Tenant shall have the right to assign this Agreement and to sublet all or any part of the Leased Premises, without prior written consent of Landlord, to any of the following: (i) an entity which is controlled by, controlling, or under common control with Tenant; (ii) an entity in which Tenant shall merge or consolidate with; (iii) an entity in which Tenant, or a wholly owned affiliate of Tenant, is at all times the general partner or manager; (iv) to an entity that acquires substantially all of the assets or ownership interest of Tenant, or (v) a Carrier Tenant, but a sublease only, pursuant to Section 6 of this Agreement. As to all other parties, this Agreement may not be assigned, nor shall all or any part of the Leased Premises be sublet, without the prior written consent of the Landlord, which consent shall not be unreasonably conditioned, delayed, or withheld. Upon assignment of this Agreement to a party that assumes all of Tenant's rights and obligations hereunder, Tenant shall be released from all obligations, duties, and liabilities with respect to this Agreement.

18. RIGHT OF FIRST REFUSAL.

a) If Landlord elects, during the Term (i) to sell or otherwise transfer all or any portion of the Leased Premises, or (ii) grant to a third party by easement or other legal instrument an interest in and to that portion of the Leased Premises occupied by Tenant, with or without an assignment of this Agreement to such third party, Tenant shall have the right of first refusal to meet any bona fide offer of sale or transfer on the same terms and conditions of such offer. If Tenant fails to meet such bona fide offer within thirty (30) days after written notice thereof from Landlord, Landlord may sell or grant the easement or interest in the Leased Premises or portion thereof to such third person in accordance with the terms and conditions of such third-party offer. For purposes of this Paragraph, any transfer, bequest, or devise of Landlord's interest in the Leased Premises as a result of the death of Landlord, whether by will or intestate succession, shall not be considered a sale of the Leased Premises for which Tenant has any right of first refusal.

b) If Landlord elects to sell, assign or otherwise transfer to a third party (i) any of its rights in or to this Agreement, (ii) the Rents to be paid pursuant to this Agreement, or (iii) any other interest in this Agreement, with or without an assignment of this Agreement, Tenant shall have the right of first refusal to meet any bona fide offer on the same terms and conditions of such offer. If Tenant fails to meet such bona fide offer within thirty (30) days after written notice thereof from Landlord, Landlord may sell, assign, or otherwise transfer the interest in all or a portion of this Agreement to such third person in accordance with the terms and conditions of such third-party offer.

19. DEFAULT/ REMEDIES; RIGHT TO TERMINATE.

a) The following event shall be considered an "Event of Default" under this Lease Agreement:

i. The failure of Tenant or Landlord to perform any of its monetary covenants under this Lease Agreement, where such failure continues for five (5) days after the failing party's receipt of the non-failing party's written notice of such failure;

ii. The failure of Tenant or Landlord to perform any of its non-monetary covenants under this Lease Agreement, where such failure continues for thirty (30) days after the failing party's receipt of the non-failing party's written notice of such failure (provided that in the event any failure cannot be reasonably cured within such thirty (30) day period, if the failing party shall proceed promptly after the receipt of such notice to cure such failure, and shall pursue curing such failure with due diligence, the time for curing shall be extended for such period of time as may be necessary to complete such curing, however, in no event shall this extension be in excess of ninety (90) days, unless agreed upon by the non-failing party.

After the occurrence of an Event of Default, the non-defaulting party shall be entitled to exercise all rights and remedies which are available in law or equity, all of which shall be cumulative and in addition to every other right or remedy.

b) In the event that Landlord elects to terminate this Lease Agreement due to an Event of Default of the Tenant, it shall continue to honor all sublease and sublicense agreements made by Tenant through the expiration of the term of any such commitment, it being intended hereby that each such commitment shall survive the early termination of this Lease Agreement.

c) If at any time during the Lease Term, Tenant determines in its sole and absolute discretion, with or without cause, that the Leased Premises are no longer suitable or desirable for Tenant's intended use and/or purpose, Tenant shall have the right to terminate this Lease Agreement, without penalty, upon at least one hundred eighty (180) days prior written notice delivered to Landlord.

20. QUIET AND EXCLUSIVE ENJOYMENT. Landlord promises that, so long as an Event of Default by Tenant has not occurred and is continuing, Tenant shall have the following rights:

a) Tenant shall peaceably and quietly enjoy the Leased Premises throughout the Lease Term and shall be permitted to operate a telecommunications tower on the Leased Premises without restriction or interference from others; and

b) During the Lease Term, Tenant shall enjoy the exclusive right to lease, construct and/or operate communications towers or any other form of wireless communications or services on the Property; provided, however, Landlord and Tenant agree that Tenant will restrict its use of the Property to the Leased Premises, the Right-of-Way, and the Easement.

21. NONDISTURBANCE. Landlord warrants that either: (a) there are no current liens on the Property and that this Lease Agreement is superior to the rights of all others; or (b) Landlord has disclosed to Tenant the names of all current lien holders and Tenant has had an opportunity to obtain satisfactory non-disturbance agreements from each of them. Tenant agrees to subordinate this Lease Agreement to the lien of each future mortgage which may encumber the Leased Premises and to attorn to the mortgagee but only so long as the mortgagee executes a non-disturbance and attornment agreement substantially in the form attached hereto as **Exhibit D**.

22. LEASEHOLD LENDER: Tenant may assign, pledge, mortgage or otherwise encumber its interest in this Lease Agreement to any third party (a "Leasehold Lender"). The Leasehold Lender may secure its interest in such a loan by Tenant's grant of (i) a leasehold mortgage and assignment of rents, leases, contracts, etc. (the "Leasehold Mortgage") encumbering all of Tenant's interest in this Agreement and the Leased Premises; (ii) a security agreement and other security documents (the "Security Agreements") that will encumber and grant a security interest in all of Tenant's now or hereafter existing tangible or intangible Personal Property located on, derived from, or utilized in connection with the Leased Premises and the Lease.

a) Successors. Any Leasehold Lender who succeeds to Tenant's interest by foreclosure, deed in lieu of foreclosure, or otherwise, may take title to and shall have all of the rights of Tenant under this Agreement, including the right to exercise any renewal option(s) or right of first refusal, and to assign this Agreement.

b) Default Notice. Landlord shall deliver to the initial Leasehold Lender and any subsequent Leasehold Lender(s) (for such subsequent Leasehold Lender(s) at the address as Tenant or Leasehold Lender shall affirmatively inform Landlord by written notice hereof) a copy of any default notice given by Landlord to Tenant under this Agreement. No default notice from Landlord to Tenant shall be deemed effective against the initial Leasehold Lender unless sent to such Leasehold Lender.

c) Notice and Curative Rights. If Tenant defaults on any monetary obligations under this Agreement, then Landlord shall accept a cure thereof by the Leasehold Lender within thirty (30) days after Leasehold Lender's receipt of written notice of such default. For non-monetary defaults, Landlord will not terminate this Agreement for so long as Leasehold Lender is diligently pursuing a cure of the default and if curing such non-monetary default requires possession of the Leased Premises, then Landlord agrees to give the Leasehold Lender a reasonable time to obtain possession of the Leased Premises and to cure such default.

d) New Lease. If this Agreement is terminated for any reason or otherwise rejected in bankruptcy, then Landlord will enter into a new lease with Leasehold Lender (or its designee) on the same terms as this Agreement as long as Leasehold Lender pays all past due amounts under this Agreement within thirty (30) calendar days of notice of such termination.

e) Subordination. Landlord hereby agrees that all right, title and interest of the Landlord in and to any collateral encumbered by the Leasehold Mortgage or Security Agreements in favor of Leasehold Lender, is hereby subordinated and made subject, subordinate, and inferior to the lien and security interest of the Leasehold Mortgage and Security Agreements, which subordination shall remain in effect for any modifications or extensions of the Leasehold Mortgage and Security Agreements.

23. ENVIRONMENTAL MATTERS.

a) Definition of Hazardous Substance. For the purposes of this Agreement, the term "Hazardous Substance" means any substance or waste that poses or causes, or is alleged to pose or cause, any damage to property or any personal injury, including death, or threat to human health or the environmental, including without limitation those substances defined, listed, designated or classified as hazardous, toxic, radioactive, or dangerous under any existing applicable local, regional, state, U.S. and foreign laws, or court ruling, regulations, ordinances, codes, and other requirements and directives, concerning environmental, health and safety matters, including but not limited to applicable regulations, ordinances, permits, standards and agreements regarding discharges, emissions, handling, storing, treating and disposal of hazardous and solid wastes, clean-up, and right-to-know requirements, including but not limited to (i) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §9601 et seq. ("CERCLA"), (ii) the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq. ("RCRA"), (iii) the federal water Pollution Control Act, 33 U.S.C. Section 1251, et seq., (iv) the Clean Air Act, 42 U.S.C. Section 7401, et seq., (v) the Safe Drinking Water Act, 42 U.S.C. Section 300F, et. seq., (vi) the Toxic Substance Control Act, 15 U.S.C. Section 2601, et seq., (vii) the Rivers and Harbors Act of 1899, 33 U.S.C. Section 401, et seq., (viii) the Endangered Species Act of 1973, 16 U.S.C. Section 1531, et seq., (ix) the Occupational Safety and Health Act of 1979, 29 U.S.C. Section 651, et seq., and (x) the Community Right to Know Act, 42 U.S.C. Section 11001, et seq., all as amended (collectively, the "Environmental Laws") as well as any petroleum product or by-product, crude oil or any fraction thereof, natural gas, natural gas liquids, liquefied natural gas, synthetic gas usable as fuel, or polychlorinated biphenyls. The term Hazardous Substances shall not include, and this Agreement shall not be construed to prohibit the use, storage or sale of incidental quantities of supplies or products which are commonly used in conjunction with any existing or intended future use of the Property, so long as these items are used, kept and stored in compliance with all Environmental Laws.

b) Definition of Environmental Matters. For the purposes of this Agreement, the term "Environmental Matters" means any and all claims, costs, fines, damages, expenses or liabilities (including attorneys' and consultants' fees and expenses) arising under any Environmental Laws, whether brought by government authorities or private parties, which claims, costs, fines, damages, expenses or liabilities relate to or arise out of: (i) the handling, use, storage, disposal, treatment or release (as defined in the CERCLA or any state equivalent) of any Hazardous Substance; (ii) the direct or indirect disposal or release of any solid, liquid or gaseous material or any Hazardous Substance; (iii) discharges to industrial, storm or sanitary sewers; (iv) the placement of structures or materials into any waters, waterways or wetlands; or (v) the presence of any Hazardous Substance in or on any land, water, wetlands, building, structure, equipment or workplace; all of the above, including without limitation, any claims involving the investigation monitoring or cleanup of all or any properties, sites, waters, wetlands (whether waste disposal sites, former plant sites or other sites), buildings, structures, equipment, or workplace upon which any Hazardous Substance may be or may have been bound.

c) Covenant Regarding Current Environmental Conditions. Landlord represents and warrants that each of the following covenants is true and correct with respect to the Property. The Property currently complies with all Environmental Laws relating to Environmental Matters including, but not limited to, air pollution, water pollution, noise control, on-site or off-site infectious waste discharge, disposal or recovery, on-site or off-site hazardous waste discharge, disposal or recovery, toxic or hazardous substances, and employee safety, and no notice of violation of any such Environmental Laws with respect thereto has been received or is pending, nor does Landlord have knowledge that any such notice is threatened. To Landlord's knowledge, no solid or hazardous wastes, pollutants, contaminants, Hazardous Substances or petroleum substances have been discharged, disposed, released, placed, or dumped onto or under the Property. No polychlorinated biphenyls, asbestos, or underground storage tanks were or are used by Landlord. Landlord has not received any formal or informal notice from any governmental agency of private or public entity, foreign or domestic, that Landlord is responsible or potentially responsible for response costs in connection with the operations of the Property with respect to a release or threat of a release of Hazardous Substances, pollutants, or contaminants at any location. There are no, and to Landlord's knowledge have been no, underground fuel storage tanks or any Hazardous Substance, present on, in or under the Property: (i) the presence of which requires investigation or remediation under any Environmental Laws, and any state health and safety code; or (ii) which contains polychlorinated biphenyls or asbestos; or (iii) which contains gasoline, diesel fuel or other petroleum hydrocarbons in any unconfined manner.

d) Covenant Regarding Future Environmental Conditions. Landlord covenants and agrees that Landlord will continue to comply with all Environmental Laws relating to Environmental Matters at the Property and that Landlord will not introduce or permit the introduction of Hazardous Substances on the Property, without complying with all applicable Environmental Laws. Tenant covenants and agrees that as of the Commencement Date, it will comply with all Environmental Laws relating to Environmental Matters at the Leased Premises and that it will not introduce or permit the introduction of Hazardous Substances on the Leased Premises without complying with all applicable Environmental Laws, including, but not limited to, the obligation to obtain the proper permits. Each party shall immediately notify the other of any inquiry, test, investigation, or enforcement proceeding concerning the presence of a Hazardous Substance on or affecting any portion of the Leased Premises.

e) Tenant's Indemnity. Tenant shall defend, indemnify and hold Landlord, Landlord's officers, directors, representatives, and agents harmless from and against any and all damages, claims, judgments, fines, penalties, costs, liabilities (including, sums paid in settlement of claims) or loss, including reasonable fees of attorneys, technical consultants and other experts, incurred by any of them to the extent such amount results from the violation of Tenant's covenant in this Section 23 from the Effective Date hereof and any clean-up work, inquiry, or enforcement proceeding in connection therewith.

f) Landlord's Indemnity. Landlord indemnifies and holds Tenant, its members, officers and representatives and agents harmless from and against any and all damages, claims, judgments, fines, penalties, costs, liabilities (including, sums paid in settlement of claims) or loss, including reasonable fees of attorneys, technical consultants and other experts, incurred by any of them to the extent such amount results from the violation of any of Landlord's covenants in this Section 23 and any clean-up work, inquiry, or enforcement proceeding in connection therewith.

g) Term of Indemnities. The indemnities granted in this Section 23 shall survive the expiration or termination of this Agreement.

24. LANDLORD RESERVATION. Landlord and Tenant hereby agree that Landlord, during the Lease Term, shall be permitted to use one (1) level or platform and ground space on the Communications Facility for any Landlord use at no cost to Landlord; provided that: (i) in no event shall any such use of the Communications Facility by Landlord be for commercial purposes, and (ii) the height of Landlord's equipment on the structure shall be reasonably agreed upon between Landlord and Tenant and shall be subject to the location of the Wireless Carriers and any other regulatory limitations (i.e. FAA, FCC, and other federal, state or local government authorities having jurisdiction over the Communications Facility). Notwithstanding the foregoing, Landlord's use of any Communications Facility and the transmissions from Landlord's equipment at the Leased Premises shall not interfere with those of any Wireless Carrier on the Leased Premises at the time such use is granted, and Landlord's use of the Communications Facility shall be limited to non-commercial use.

25. PAYMENTS/NOTICES. All Rent and other payments due under this Agreement shall be paid to Landlord at its address provided below. All notices required to be delivered under this Agreement shall be in writing and shall be deemed to have been duly given on the date they are delivered (or if delivery is refused, on the date of such refusal) if they are delivered personally or by any nationally recognized overnight mail delivery service, or sent by certified mail return receipt requested, to the following address, in addition to the address provided in Section 22, as applicable:

To Tenant:
Arcadia Infrastructure i, LLC
101 Main Street
Suite 300
Milford, OH 45150
Attn: Samuel T. Johnston, Jr.

With a copy to:
Dinsmore & Shohl LLP
191 West Nationwide Blvd
Suite 200
Columbus, OH 43215
ATTN: Jason Sims

To Landlord:

NAME
STREET ADDRESS
COUNTY, STATE ZIP CODE
Telephone:
Attn:

Either party may change its address for notice by delivering notice of the change of address in the manner provided above.

26. GENERAL PROVISIONS. This Agreement: (a) is the entire agreement between the parties as it relates to the lease of the Leased Premises and there are no other oral or written representations, conditions or agreements; (b) may not be amended, waived or extended except by a written amendment executed by both parties; (c) is binding upon and inures to the benefit of each of the parties and their permitted successors and assigns; (d) is to be governed, construed and enforced in accordance with laws of the state in which the Leased Premises are located, without regard to conflicts of law. Neither party's failure to insist upon the other party's strict performance of any provision of this Agreement or failure to promptly exercise any right available in connection with this Agreement shall constitute a waiver of any provision or an amendment to this Agreement. Neither party has retained the services of any broker or other real estate sales agent and no commissions are due in connection with this Agreement. Both parties have had the opportunity to review this Agreement with counsel and therefore neither party shall be construed as the "drafter" of this Agreement. The parties have executed this Agreement effective on the Effective Date.

27. RIGHT TO TERMINATE. In addition to any other rights of termination Tenant may have under the terms of this Lease Agreement, Tenant shall have the right to terminate this Agreement with sixty (60) days prior notice to Landlord as follows: (a) Tenant does not obtain, or fails to maintain, as a result of events or occurrences outside of its control, any permits or other approvals required from any governmental authority for the operation of Tenant's business at the Leased Premises; or (b) a material change in government regulations or business makes it impractical, unlawful, or uneconomic for Tenant to continue to operate the Communications Facility at the Leased Premises; or (c) Tenant is unable to lease space within the Leased Premises to a Wireless Carrier for a period of twelve (12) months after the date Tenant obtains all required governmental approvals and permits; or (d) Tenant or its customers are unable to operate their facilities due to the action of the Federal Communications Commission (the "FCC") or by reason of any law, governmental prohibition or other reasons beyond Tenant's control. Upon delivery of such written notice to Landlord, this Agreement shall terminate on the date specified in Tenant's written notice, which shall be at least sixty (60) days after the date set forth on said written notice.

28. LANDLORD'S AUTHORITY. Landlord represents and warrants to Tenant that Landlord has full power, authority, and the legal right to sign and deliver this Agreement without the consent of any other person or entity, including but not limited to any lender holding a security interest in the Leased Premises.

29. NO OFFER. The submission of this Agreement to Landlord shall not be construed as an offer, and neither party hereto shall have any rights hereunder until both such parties have fully executed this Agreement and delivered an executed copy thereof to the other.

30. MEMORANDUM OF LEASE. Neither party shall record this Agreement. Each party hereto shall, however, upon the request of the other party, execute a short form or memorandum of this Agreement for recording purposes to provide public notice of this Agreement, which short form or memorandum shall be substantially in the form attached hereto as **Exhibit E**. The party who requests such a short form or memorandum of this Agreement shall pay for any fees charged by the County Clerk's office in connection with such recording.

(Rest of Page Intentionally Left Blank)

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the Effective Date.

LANDLORD:	**TENANT:**
Landlord Name	**ARCADIA INFRASTRUCTURE I, LLC**
Entity	A Delaware limited liability company
By: ______________________	By: ______________________
Name: ______________________	Name: Samuel T. Johnston, Jr.
Its: ______________________	Its: President
Date: ______________________	Date: ______________________

By: ______________________

Name: ______________________

Its: ______________________

Date: ______________________

[NOTARY ON FOLLOWING PAGE]

STATE OF ________________________)

) ss:

COUNTY OF ______________________)

On this ____ day of _____________, 202____, before me, the undersigned, officer, personally appeared ______________________________, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

____

Notary Public

STATE OF ________________________)

) ss:

COUNTY OF ______________________)

On this ____ day of _____________, 202____, before me, the undersigned, officer, personally appeared ______________________________, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

____

Notary Public

STATE OF OHIO)

) ss:

COUNTY OF ________________)

On this ____ Day of _________, 202___, before me, the undersigned, officer, personally appeared Samuel T. Johnston, Jr., the President of Arcadia Infrastructure I, LLC a Delaware limited liability company, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

____

Notary Public

Exhibit A

LEGAL DESCRIPTION OF PROPERTY

Exhibit B

SITE PLAN

Exhibit C

SURVEY

To be attached hereto.

Exhibit D

NON-DISTURBANCE AND ATTORNMENT AGREEMENT

This Non-Disturbance and Attornment Agreement (this "Agreement") is dated the __ day of ________, 202__, and is made by and between ________________________________ a(n) ______________________________ ("Lender"), having an address of ________________________________, and Arcadia Infrastructure I, LLC, a Delaware limited liability company ("Tenant"), having an address of 101 Main Street Suite 300 Milford, Ohio 45150.

WITNESETH:

WHEREAS, Tenant is the grantee of an option (the "Option") to lease certain premises (the "Leased Premises") located within the property more particularly described on **Exhibit A** attached hereto (the "Real Property"), pursuant to that certain Option and Lease Agreement, dated _______________, 202__, as the same may be extended, amended, modified, or revised from time to time (the "Lease"), by and between ______________________________ ("Landlord") and Tenant, as evidenced by a Memorandum of Option and Lease Agreement, dated ___________, 202__, recorded in ____________________, Page _______ in the records of the ____________________ of _______________ County, _________________;

WHEREAS, Lender has made a mortgage loan to Landlord encumbering the Real Property pursuant to a(n) _________________________, dated ______________________, __________ and recorded in ___________________, Page _________ in the records of the _________________________ of ___________ County, ____________________ and other loan documents evidencing or securing the subject loan and as any of the same may be extended, amended, modified, or revised from time to time (collectively, the "Mortgage Documents"), and the parties desire to set forth their agreements with respect to the Mortgage Documents herein; and

WHEREAS, Tenant desires to be assured of its rights under the Lease and, if the Option is exercised, its continued occupancy of the Leased Premises under the terms of the Lease and subject to the terms of this Agreement in the event Lender takes possession of the Leased Premises pursuant to the Mortgage Documents.

NOW, THEREFORE, in consideration of the Leased Premises and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. So long as the Lease has not expired or been terminated, Tenant's rights and privileges under the Lease shall not be diminished, disturbed, or modified by Lender in the exercise of any of Lender's rights under the Mortgage Documents during the term of the Option or, if applicable, the Lease, or any extension or renewal thereof. So long as, at the time of any foreclosure proceedings under the Mortgage Documents, deed in lieu of foreclosure or any other proceeding to terminate Landlord's interest in the Real Property, Tenant is not then in default beyond any applicable notice and cure period in the payment of rent or in the performance of any of the material terms, covenants or conditions of the Lease on Tenant's part to be performed: (i) if the Option is exercised, Tenant's possession of the Leased Premises and, whether or not the Option is exercised, Tenant's rights and privileges under the Lease, or any extensions or renewals thereof, shall not be terminated, disturbed or interfered with by Lender in the exercise of any of its rights under the Mortgage Documents; (ii) if the Option is exercised, Tenant's occupancy of the Leased Premises shall not be disturbed by Lender in the exercise of any of Lender's rights under the Mortgage Documents during the term of the Lease or any such extensions or renewals thereof; and (iii) Lender will not join or name Tenant as a party in any action or proceeding under the Mortgage Documents or for the purpose of terminating Tenant's interest and estate under the Lease.

2. In the event of foreclosure proceedings and the sale of the Leased Premises, or if Lender should otherwise acquire possession of the Leased Premises, if applicable, Tenant shall attorn to the purchaser after such taking of possession of the Leased Premises, or to Lender, as the case may be, and shall recognize such purchaser or Lender as Tenant's landlord under the Lease. From time to time, upon the request of the purchaser at foreclosure or the Lender, as the case may be, Tenant shall execute and deliver any instrument specified in such request to evidence such attornment.

3. In the event Lender or a purchaser at foreclosure takes possession of the Leased Premises as specified in paragraph 2 hereof, the Lease shall continue in full force and effect as a direct agreement between Tenant and said purchaser or Lender, as the case may be, subject to all of the terms and conditions under the Lease, and Lender or such purchaser at foreclosure, as the case may be, shall assume the obligations of Landlord under the Lease and shall be bound to Tenant under all of the terms, covenants and conditions of the Lease except, that such purchaser or Lender, as the case may be, shall not:

a) be liable for any act or omission of any prior lessor (including Landlord) or;

b) be bound by any prepayment of more than one (1) month's rent unless such prepayment shall have been approved by Lender.

4. Lender understands, acknowledges, and agrees that notwithstanding anything to the contrary contained in the Mortgage Documents, Lender shall acquire no interest in any towers, anchors, buildings, guy wires, equipment or other property installed by Tenant on the Leased Premises.

5. Notwithstanding anything in the Mortgage Documents to the contrary, any and all insurance proceeds payable with respect to property damage at the Leased Premises shall be payable to Tenant and any other insurance proceeds payable as a result of property damage at the Real Property shall be payable in accordance with the Mortgage Documents. Notwithstanding anything in the Mortgage Documents to the contrary, if any part or all of the Leased Premises is condemned or taken for any public or quasi-public use, Tenant shall receive the award allocable to the Leased Premises, the Tower, all improvements installed or erected on the Leased Premises by the Tenant or any licensees or lessees of the Tenant and any other amounts separately awarded to the Tenant in its own right. Any portion of the condemnation award not due Tenant shall be payable in accordance with the Mortgage Documents.

6. Except as otherwise specifically set forth herein, nothing contained in this Agreement is intended to, nor shall it, abridge, modify, or adversely affect any right of Tenant or obligation of Landlord under the Lease.

7. This Agreement contains the entire understanding between Lender and Tenant and may not be changed except by an instrument signed by all parties hereto.

8. All notices, approvals, consents, and other communications referred to herein shall be in writing and sent by certified mail, return receipt requested, addressed to the parties at their addresses as set forth herein or to such other address as either party shall by notice to the other request.

9. This Agreement shall be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns, including, without limitation, [any person who acquires Tenant's interest under the Lease pursuant to a foreclosure of such person's mortgage, deed of trust or other security instrument encumbering Tenant's estate in the Lease, and] any assignee of the Lease.

10. Any extensions, amendments, modifications, or revisions to the Option, Lease, or Mortgage Documents do not require the consent of Lender or Tenant.

(Rest of Page Intentionally Left Blank)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

LENDER:

_______________________________, a(n)
____

By:______________________________

Name:____________________________

Title:_____________________________

(BANK SEAL)

STATE OF _________________)
)ss:
COUNTY OF _______________)

The foregoing instrument was signed and acknowledged before me, a Notary Public, on this ____ day of _____________________, 202___, by __________________________, as the _______________________ of ____________________________, a(n) ______________________________, on behalf of said ______________________________.

____
Notary Public
Commission Expires:____________________
(Seal)

(Signatures Continued on Next Page)

TENANT:

_______________________________, a(n)
____

By:____________________________

Name:_________________________

Title:__________________________

STATE OF __________________)
)ss:
COUNTY OF_________________)

The foregoing instrument was signed and acknowledged before me, a Notary Public, on this ____ day of ______________________, 202___, by ______________________, as the ________________________ of ______________________________, a(n) ____________________________, on behalf of said ______________________.

____
Notary Public
Commission Expires:_____________________
(Seal)

This instrument prepared by
and after recording return to:

____
____
____
____
[Name & Address of Person Preparing]

Exhibit E

MEMORANDUM OF OPTION AND LEASE AGREEMENT

This Memorandum of Option and Lease Agreement (this "Memorandum") is made to be effective as of ____________________, 202__ by and between ____________________________, a(n) _______________________________ ("Landlord"), and Arcadia Infrastructure I, LLC, a Delaware limited liability company ("Tenant").

WITNESSETH:

Whereas, Landlord and Tenant have entered into that certain Option and Lease Agreement, dated ____________________, 202__ (the "Lease"); and

Whereas, this Memorandum is made pursuant to the terms and conditions of the Lease, the rent and other terms and conditions of which are incorporated herein by reference; and

Whereas, Landlord owns certain real property commonly described as _______________________________ and more fully described on the legal description attached hereto as **Exhibit A** (the "Property"); and

Whereas, under the terms of the Lease, Landlord granted to Tenant an option to lease (the "Option") a portion of the Property (the "Leased Premises") generally depicted on the site plan attached hereto as **Exhibit B** (the "Site Plan"), together with a right-of-way across that portion of the Property which is depicted on the Site Plan (the "Right-of-Way") for the purposes of unrestricted ingress and egress to the Leased Premises to properly construct, install, maintain, operate and service the Communication Facility (as defined in the Lease) located thereon and to conduct its business on the Leased Premises and an easement across those portions of the Property on which utilities are currently located to the extent necessary to provide utility service to the Leased Premises and the Tower Asset (the "Easement"); and

Whereas, under the terms of the Lease, Landlord also granted Tenant a right of first refusal to meet any bona fide offer of sale or transfer of, or grant of easement or other legal interest in, the Leased Premises or the Lease or any Rent due now or in the future pursuant to the Lease (the "Right of First Refusal"); and

Whereas, the Tenant shall be the owner of the Communication Facility; and

Whereas, it is the intention of Landlord and Tenant that this Memorandum be filed of record in ____________________________ of __________________ County, ____________________, __________________, to give notice of the Option and, if the Option is exercised, Tenant's leasehold estate under the Lease in and to the Leased Premises and of the Right-of-Way and Easement and Tenant's Right of First Refusal.

Now, Therefore, Landlord and Tenant execute this Memorandum to provide notice of the following:

1. Term of Option. The term of the Option is _______ (____) ______, commencing on______________, 202__, and may be renewed by Tenant for an additional _________ (___) _________ in accordance with the terms of the Lease.

2. Term of Lease. In the event that the Option is exercised in accordance with the Lease, the term of the Lease shall be ______________ (___) __________________, commencing on the date on which Tenant commences construction activity on the Leased Premises, and may be renewed _________ (___) time(s) for an additional ___________ (___) _________ as to each renewal term.

3. Right of First Refusal. The Tenant has the right of first refusal with respect to any grant or sale by Landlord of any easement affecting the Leased Premises, the sale of any interest in or to any portion of the Leased Premises and the sale of any or all of Landlord's rights or interest in the Lease or the Leased Premises.

4. Addresses. All notices or requests for information shall be given to Landlord and/or Tenant at the following addresses:

To Tenant:

Arcadia Infrastructure I, LLC
101 Main Street
Suite 300
Milford, Ohio 45150
Attn: Samuel T. Johnston, Jr.

With a copy to:

Dinsmore & Shohl LLP
191 West Nationwide Blvd
Suite 200
Columbus, OH 43215

ATTN: Jason Sims

To Landlord:

____

____

____

____

Attn: __________________________

(Rest of Page Intentionally Left Blank)

IN WITNESS WHEREOF, the undersigned parties have each caused this Memorandum to be executed as of the day and year first above written.

TENANT:

_______________________________, a(n)
____

By:_______________________________
Name:____________________________
Its:_______________________________

STATE OF ___________________)
)ss:
COUNTY OF__________________)

The foregoing instrument was signed and acknowledged before me, a Notary Public, on this ____ day of _______________________, 202___, by _______________________, as the _______________________ of _______________________________, a(n) ____________________________, on behalf of said _______________________.

____
Notary Public
Commission Expires:______________________

(Signatures Continued On Next Page)

LANDLORD:

______________________________, a(n)
____

By:_______________________________
Name:_____________________________
Its:_______________________________

STATE OF __________________)
)ss:
COUNTY OF_________________)

The foregoing instrument was signed and acknowledged before me, a Notary Public, on this ____ day of ______________________, 202___, by ______________________, as the ________________________ of ______________________________, a(n) ____________________________, on behalf of said ______________________.

____
Notary Public
Commission Expires:_____________________

This instrument prepared by
and after recording return to:

____
____
____
____
[Name & Address of Person Preparing]

Date:	08-15-23	No.:	CR-35-23
Introduced	Mr. Holt	1st Reading:	08-21-23
Committee:	Finance	Public Notice:	
Originated By:	Ms. Fitz.	2nd Reading:	
Approved:	Mr. Boso	Passed: ____ Rejected:	
Emergency: ____ 30 Days: ___		Codified: ___ Code No:	
Current Expense:		Passage Publication:	

RESOLUTION CR-35-23

A RESOLUTION AUTHORIZING THE CITY ADMINSTRATOR TO SEEK FINANCIAL ASSISTANCE FROM THE STATE CAPITAL IMPROVEMENT PROGRAM/LOCAL TRANSPORTATION IMPROVEMENT PROGRAM FOR FUNDING OF THE NORTH MEADOWS DRIVE REALIGNMENT PROJECT

WHEREAS, pursuant to Article VIII, Section 2K of the Ohio Constitution, the State of Ohio is authorized to issue bonds and other obligations of the State for the purpose of financing public infrastructure capital improvements of political subdivisions as designated by law; and

WHEREAS, pursuant to Section 164.06 of the Ohio Revised Code, the District Three Public Works Integrating Committee has been created to accept, evaluate and recommend applications for state financing of capital infrastructure improvement projects of political subdivisions in Franklin County; and

WHEREAS, pursuant to Section 164.05 of the Ohio Revised Code, the Ohio Public Works Commission has been created to accept and approve applications for state financing of capital infrastructure improvement projects of political subdivisions in Franklin County; and

WHEREAS, the City of Grove City has conducted a capital inventory and needs assessment and has determined that it is necessary to submit applications for financial assistance for the capital infrastructure improvement project,

WHEREAS, the North Meadows Drive corridor realignment is needed to advance the public infrastructure and utilities needed to support the planned development district by providing safe vehicular, pedestrian and bicycle traffic circulation and improvements to the water main and storm sewer systems.

WHEREAS, the State Capital Improvement Program and the Local Transportation Improvement Program both provide financial assistance to political subdivisions for capital improvements to public infrastructure, and

WHEREAS, the City of Grove City is planning to make capital improvements to North Meadows Drive, and

WHEREAS, the infrastructure improvement herein above described is considered to be a priority need for the community and is a qualified project under the OPWC programs,

NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GROVE CITY, COUNTY OF FRANKLIN AND STATE OF OHIO, THAT:

SECTION 1: The City Administrator is hereby authorized to apply to District Three Public Works Integrating Committee and the Ohio Public Works Commission for financial assistance for the following capital infrastructure improvement project:

North Meadows Drive Realignment