

Memorandum of Understanding

Between the City of Pataskala and Southgate Company Limited Partnership

Southgate Company Limited Partnership (“Southgate”) owns 95.35+/- acres located at the northeast corner of State Route 310 (Hazelton-Etna Road) and Refuge Road (the “Property”). The City of Pataskala (“City”) previously zoned the Property as a Planned Development District known as Hazelton Crossing. Southgate seeks to develop the Property pursuant to the Preliminary Development Plan attached as Exhibit A (the “Development Plan”). As set forth in the Development Plan, the Hazelton Crossing development consists of four separate Sub-Areas:

<u>Sub-Area</u>	<u>Size</u>	<u>Use</u>
A	25.10+/- acres	Retail/Commercial (up to 10,000 sq.ft./acre)
B	8.4+/- acres	Assisted Living
C	10.5+/- acres	Condominium (up to 5 dwelling units/acre)
D	51.35+/- acres	Single-Family Homes (up to 155 lots)

Southgate and its successors and assigns (collectively, “Developer”) intend to develop Sub-Area D first. Sub-Areas A, B, and C will be developed in future phases. A traffic impact study, dated June 24, 2020, of the proposed Hazelton Crossing development described in the Development Plan (the “TIS”), is attached as Exhibit B (without exhibits). As set forth in the TIS, there are conclusions and recommendations concerning roadway improvements to areas adjacent or near the Property, including but not limited to five enumerated recommendations on page eight of the TIS that pertain to the full development of Sub-Areas A, B, and C (each a “Recommendation”). In an effort to allow Developer to proceed with development of the Hazelton Crossing development, the parties hereby set forth the following memorandum of understanding:

- (1) At such time City issues Developer a building permit to commence construction of one or more single-family homes within Sub-Area D, Developer shall be obligated to construct an east-bound turn lane that is 245 feet in length on Refuge Road into the entrance of Sub-Area D, located across from Brenden Park Drive. The improvements on Refuge Road west of Brendan Park Drive must be widened to provide full width pavement, rather than tapered pavement, within the limits required to develop the left turn lane. The City may withhold certificates of occupancy for one or more single-family homes within Sub-Area D until such left turn-lane is completed.
- (2) At the earlier of the time City issues Developer a building permit to commence construction of the shopping center in Sub-Area A, or to commence construction of one or more condominium buildings in Sub-

Area C, Developer shall be obligated to complete Recommendation 1: the intersection of State Route 310 and the Property's main access point (depicted as "Street A" in the Development Plan) shall be controlled by a traffic signal, and a southbound left turn lane 315 feet in length, and northbound right turn lane 365 feet in length shall be constructed. The City may withhold certificates of occupancy for one or more of the shopping center units within Sub-Area A or one or more of the condominium buildings in Sub-Area C, as applicable, until the improvements set forth in this paragraph are completed.

- (3) At such time City issues Developer a building permit to commence construction of the shopping center in Sub-Area A or construction of a development on any one of Outlot Nos. 2-7 in Sub-Area A, Developer shall be obligated to complete Recommendation 2: the State Route 310 and South Right-in, Right-out access point and a northbound right turn lane 265 feet in length shall be constructed. The City may withhold certificates of occupancy for one or more units within the shopping center or Outlot Nos. 2-7 in Sub-Area A until the improvements set forth in this paragraph are completed.
- (4) At such time City issues Developer a building permit to commence construction of the shopping center in Sub-Area A, Developer shall be obligated to complete Recommendations 3 and 4: Recommendation 3 - an access point on the south side of Sub-Area A to Refugee Road with an eastbound left turn lane 245 feet in length and, in the event City or a third party has sufficiently widened Refugee Road at the time the foregoing access point is constructed, Developer shall take steps necessary to create a center two-way-left-turn-lane on Refugee Road; and Recommendation 4 – dedicated left turn lanes for all four approaches to the intersection of State Route 310 and Refugee Road shall be constructed as follows, the southbound left turn lane 315 feet in length, eastbound left turn lane 265 feet in length, northbound turn lane 285 feet in length, and a westbound left turn lane that should strive for a 295-foot length subject to coordination with the three-lane pavement section east of this dedicated turn lane. The City may withhold certificates of occupancy for one or more units within the shopping center in Sub-Area A until the improvements set forth in this paragraph are completed.
- (5) Upon completion of the full development of all of Sub-Areas A, B, C, and D consistent with the Development Plan ("Full Build-Out"), Developer may

be obligated to construct the infrastructure described in Recommendation 5: a southbound right turn lane may be constructed, if necessary, at the intersection of State Route 310 and U.S. Route 40. The obligation set forth in the preceding sentence shall be null and void in the event the infrastructure described in this paragraph is no longer warranted upon Full Build-Out, pursuant to either: (a) agreement by Developer and City, or (b) as a result of a traffic impact study conducted by a mutually acceptable engineer. In determining whether the improvements described in this paragraph are warranted upon Full Build-Out, such determination should account for changes in the assumptions set forth in the TIS, including without limitation, changes in background conditions, impacts on the intersection by other developments, and/or growth in the region.

- (6) It is acknowledged and agreed by Developer and the City that the intent of this MOU is to ensure that traffic impacts of the development project are viewed in totality and no Sub-Area is separable from the entirety of the project. Traffic improvements noted herein shall be installed concurrently with the proposed development improvements as specifically described herein. In the event the Development Plan is modified to change the uses or intensity of uses in either Sub-Areas A, B, C, or D (each, a “Changed Sub-Area”), the obligation(s) set forth in Paragraphs 1-5 above that are applicable to the Changed Sub-Area shall be void and revised based upon the recommendations of a new traffic study performed by a mutually acceptable engineer. Such new, future traffic study shall account for the traffic impact of all of the improvements constructed or planned to be constructed on the Property and for changes in the assumptions set forth in the TIS, including without limitation, changes in background conditions, impacts on the applicable obligation by other developments, and/or growth in the region.
- (7) It is further acknowledged and agreed by Developer and the City that any of the foregoing roadway improvements that Developer is required to construct the obligations described in Paragraphs 1-6 and that is not located on the Property, City shall use its best efforts to acquire by eminent domain the right, title, or property interest in the real property within the City of Pataskala necessary for Developer to complete the applicable roadway improvement. City shall acquire such right, title, or property interest in a timely manner that does not unreasonably delay Developer’s completion of the roadway improvement. In the event City fails to timely acquire such right, title, or property interest, Developer’s applicable roadway improvement obligation shall be delayed until the City acquires such right,

title, or property interest. The City has no obligation to acquire such right, title, or property interest if the property, required to construct the obligations described in Paragraphs 1-6, is not located within the City.

- (8) The duties, obligations, responsibilities, and covenants set forth in this Memorandum of Understanding shall run with the land and bind and inure all Southgate’s successors and assigns.

Southgate Company Limited Partnership,
an Ohio limited partnership

By: Southgate Corporation, an Ohio corporation

Its: General Partner

_____ Date: _____
Robert E. O’Neill, President
Southgate Corporation

City of Pataskala

By: _____ Date: _____

Its: _____