

SECOND AMENDMENT TO ROAD DEVELOPMENT AGREEMENT

WHEREAS, the City of Pataskala, Ohio, a municipal corporation and political subdivision of the State of Ohio (the “City”); and TPA Ventures, LLC (collectively, with its affiliates, successors, nominees and/or assigns, the “Developer”), entered into a Road Development Agreement, in July 2021 (the “Agreement”); and

WHEREAS, under the Agreement, the Developer would develop and construct a new building with approximately 1,270,000 square feet of industrial facility space, to be used primarily for distribution/logistics, manufacturing, e-commerce and/or professional office space, together with related site improvements at a site in the City; and

WHEREAS, under the Agreement, the Licking County Transportation Improvement District (TID) assisted the Developer in preparing a scope of services for MS Consultants to prepare a Traffic Impact Study (the “TIS”). The TIS identified certain improvements necessary to the Refugee Road/Mink Street intersection, the Refugee Road/Etna Parkway intersection and the Refugee Road corridor connecting those two intersections (collectively, the “Road Improvements”); and

WHEREAS, under the Agreement, and the City and Etna Township, Ohio in partnership with the TID were to commence construction, or cause construction to commence, on the Road Improvements no later than September 1, 2022. Because of circumstances beyond anyone’s control, the construction of the Road Improvements did not commence on September 1, 2022; and

WHEREAS, the City and the Developer then executed a First Amendment to the Road Development Agreement which extended the construction commencement date to April 1, 2023 and the substantial completion (i.e., open to truck traffic) date to July 1, 2024; and

WHEREAS, because of circumstances beyond anyone’s control, the construction of the Road Improvements will not commence by April 1, 2023. However, the substantial completion date will not change; and

WHEREAS, the City and the Developer now want to again amend the Agreement and identify a new construction timeline.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained and the benefit to be derived by the parties from the execution hereof, the receipt and sufficiency of

which are hereby acknowledged, the parties hereby agree Section 1 of the Agreement shall be amended to read as follows:

Section 1. Design and Construction of Road Improvements. The Public Partners in partnership with the TID shall construct, or cause to be constructed, the Road Improvements, with construction to commence no later than August 1, 2023 (the “**Commencement Deadline**”) and will make best efforts in order to be substantially completed (i.e., open to truck traffic) no later than July 1, 2024. The Public Partners shall be solely responsible for the design and construction of the Road Improvements (excluding only the Developer Road Improvements described in Recital D above, which shall be Developer’s sole responsibility as provided under this Agreement) using the public and private funds as described in Recitals C and E. The Developer agrees to grant whatever rights-of-way or easements are necessary for the Project at no cost, as determined by the City, so long as such rights-of-way and easements do not materially impact the Developer’s site plan. The Developer agrees to add the property known as the Magoo property to the City of Pataskala Corporate Park JEDD. The Developer shall be solely responsible for the design and construction of the Developer Road Improvements.

This Second Amendment to Road Improvement Agreement, which shall become effective on the date last executed below, may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same Agreement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or electronic transmission shall be as effective as delivery of a manually executed counterpart of this Agreement

IN WITNESS WHEREOF, the City and the Developer have caused this Agreement to be executed in their respective names by their duly authorized officers or representatives, as of the date written below.

CITY OF PATASKALA

By: City Administrator

Date: _____

By Resolution No. 2023-____, adopted on _____, 2023

Verified and Certified

Clerk of Council

APPROVED AS TO FORM



Brian M. Zets
Director of Law

TPA Ventures, LLC
a Georgia Limited Liability Company

By: _____

Its: _____

Date: _____