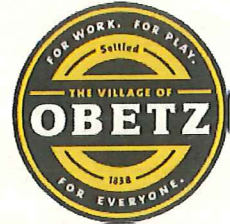


VILLAGE OF OBETZ
RECORD OF ORDINANCES



ORDINANCE: 23 – 17

PASSED: May 8, 2017

AN ORDINANCE AUTHORIZING THE VILLAGE ADMINISTRATOR TO EXECUTE A DEVELOPMENT AGREEMENT WITH QUINLAN, LLC, FOR RETENTION OF THE POLE SIGN SERVING 5051 GROVEPORT ROAD, AND DECLARING AN EMERGENCY

WHEREAS, Quinlan, LLC ("Quinlan") desires to develop the property located at 5051 Groveport Road ("the Property") for use as a Chipotle restaurant; and,

WHEREAS, the Village Code, Section 1323.19, would require the removal of the sign prior to new development on the Property; and,

WHEREAS, Quinlan has requested that it be permitted to retain the pole sign to assist its redevelopment of the Property; and,

WHEREAS, the pole sign's height and sign area would not be increased, and the poles supporting the sign would be painted and maintained in a color suitable to the Village; and,

WHEREAS, redevelopment of the Property serves the general welfare of the Village and its residents; and,

WHEREAS, Quinlan shall be required to comply with all elements of the Village's Code except for those related to the pole sign and expressly stated in the Development Agreement;

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE VILLAGE OF OBETZ THAT;

Section 1. The Village Administrator is authorized to execute an agreement with Quinlan, LLC, authorizing retention of the pole sign serving 5051 Groveport Road, Obetz, Ohio 43207, notwithstanding Section 1323.19 of the Village Code. Authorization to retain the sign shall be conditioned upon the prompt and diligent redevelopment of the Property, painting and maintenance of the poles supporting the sign, and such other obligations of Quinlan as are set forth in the agreement. The terms of the agreement shall be consistent with this Ordinance and with the terms set forth in the draft Development Agreement attached and incorporated in this Ordinance as Exhibit A.

Section 2. The Village Administrator, Law Director, Community Services Director, and other applicable Village personnel are authorized to take such action as is necessary to implement the Agreement authorized in Section 1 of this Ordinance.

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Section 3. This Ordinance shall be declared an emergency necessary for the immediate preservation of the public health, safety and welfare of the citizens of the Village of Obetz, such emergency arising from the need to complete an agreement in time for construction activities to commence and proceed during the warm-weather months of 2017; WHEREFORE, this Ordinance shall take effect and be in force from and after its passage.

Passed this 8 day of May, 2017.

ATTESTS:

Stacey Boumis
Stacey Boumis, Clerk

D. Greg Scott
D. Greg Scott, Mayor

Bonnie Wiley
Bonnie Wiley, Council Pres. Pro-Tem

APPROVED AS TO FORM

Stephen J. Smith, Esq., Law Director

CERTIFICATION OF PUBLICATION

Pursuant to the Village Charter, I, Stacey E. Boumis, Clerk of Council of the Village of Obetz, Ohio, do hereby certify that Ordinance 23-17 was duly posted at 11:00 AM (time) on the 23 day of May, 2017, at the Obetz Government Center, Obetz Community Center, and Obetz Athletic Club, as well as on the Obetz website.



Stacey Boumis
Stacey Boumis, Clerk

5/23/17
Date

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PASSED: May 8, 2017

EXHIBIT A

DEVELOPMENT AGREEMENT

BY AND BETWEEN

VILLAGE OF OBETZ, OHIO

AND

QUINLAN, LLC

MAY _____, 2017

DEVELOPMENT AGREEMENT

This Development Agreement ("Agreement") is entered this ____ day of May, 2017, between the Village of Obetz ("Obetz" or "the Village"), a municipal corporation formed pursuant to the laws and Constitution of the State of Ohio and the charter and ordinances of the Village, and Quinlan LLC ("Quinlan"), an Ohio limited liability corporation.

RECITALS:

WHEREAS, Quinlan desires to develop a Chipotle-branded restaurant upon certain real property owned by John Roberts Management Corporation ("JRM") and located at 5051 Groveport Road, Obetz, Ohio 43207, Franklin County Auditor Tax Parcels 152-000272 and 152-001930 ("the Property"); and.

WHEREAS, pole signs are generally prohibited by Obetz Code § 1175.08(a)(5); and

WHEREAS, Quinlan desires assurance that the pole sign located in right-of-way adjacent to the property, fronting upon Groveport Road, may remain in place notwithstanding the provisions of Obetz Code § 1323.19, requiring nonconforming signs to be brought into compliance when a change of business use occurs on the property served by the nonconforming sign

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

Section 1. Development of the Property. Quinlan agrees to submit development applications for the Property on or before July 1, 2017. Quinlan agrees to diligently proceed with development of the Property such that construction activities will be complete on or before March 1, 2018.

Section 2. The Sign. The Village represents and agrees that the pole sign located in the right-of-way adjacent to the Property may remain in place, pursuant to this Agreement and to prior agreement with JRM. The sign height and sign area shall not exceed their current sizes. Quinlan agrees that all other provisions of the Sign Code (Obetz Code Chapter 1175) shall apply, including submission of a comprehensive sign program including this pole sign. Quinlan agrees that they will not be eligible for an additional freestanding sign on the Property. Quinlan agrees that, as a condition for retention of the pole sign, Quinlan shall cause the poles to be painted black, or other color approved by the Village Administrator, at no expense to the Village. This painting work shall be completed in a professional and workmanlike manner, on or before September 1, 2017. Quinlan agrees that, for the duration of its tenancy at the Property, it shall cause the sign to be maintained in good repair.

Section 3. Application of Other Provisions of Obetz Code. Except as specifically set forth in this Agreement, Quinlan agrees that all development on the Property shall be completed in accordance with applicable provisions of the laws and rules of the State of Ohio and the Village of Obetz. This section shall not preclude Quinlan or JRMC from applying for a variance under the procedures and standards set forth in Obetz Code.

Section 4. Term of Agreement. This Agreement shall become effective as of the Effective Date and shall continue until the Parties have satisfied their respective obligations as set forth in this Agreement, unless sooner terminated in accordance with the provisions set forth herein.

Section 5. Entire Agreement. This Agreement embodies the entire agreement and understanding of the Parties relating to the subject matter herein and may not be amended, waived or discharged except in an instrument in writing executed by authorized representatives of the Parties.

Section 6. Executed Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed to constitute an original, but all of which together shall constitute but one and the same instrument. It shall not be necessary in proving this Agreement to produce or account for more than one of those counterparts.

Section 7. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio or applicable federal law. All claims, counterparts, disputes and other matters in question between the Parties, their agents and employees, arising out of or relating to this Agreement or its breach will be decided in a court of competent jurisdiction within Franklin County, Ohio.

Section 8. Severability. If any provision of this Agreement, or any covenant, obligation or agreement contained herein is determined by a court to be invalid or unenforceable, that determination shall not affect any other provision, covenant, obligation or agreement, each of which shall be construed and enforced as if the invalid or unenforceable portion were not contained herein. That invalidity or unenforceability shall not affect any valid and enforceable application thereof, and each such provision, covenant, obligation or agreement shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

Section 9. Not Construed Against Drafter. This Agreement has been negotiated and prepared by the Parties and their respective counsel, and should any provision of this Agreement require judicial interpretation, the court interpreting or construing the provision shall not apply the rule of construction that a document is to be construed more strictly against one party.

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Section 10. Authority. The undersigned warrant that they have authority to execute this Agreement.

Section 11. Time. Time shall be of the essence with respect to obligations subject to deadlines in this Agreement. Time may be extended by the Village Administrator or his designee, upon application of Chipotle due to circumstances causing unforeseen and unavoidable delay.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed in their respective names by their duly authorized representatives, all as of the date first written above.

VILLAGE OF OBETZ, OHIO

E. Rod Davisson, Esq.
Village Administrator

Approved as to Form:

Stephen J. Smith
Law Director

QUINLAN LLC

By: _____

Printed: _____

Title: _____