

Canal Winchester

*Town Hall
10 North High Street
Canal Winchester, OH 43110*



Meeting Agenda

April 1, 2019

6:00 PM

Council Work Session

Mike Walker – Chair

Jill Amos

Will Bennett

Bob Clark

Mike Coolman

Bruce Jarvis

Patrick Lynch

- A. Call To Order
- B. Roll Call
- C. Also In Attendance

Mayor Ebert, Matt Peoples, Lucas Haire, Amanda Jackson

D. Request for Council Action

[RES-19-007](#)

Development

A Resolution Approving The Mayor's Appointment Of Whit Wardell To Serve A Four Year Term As A Member Of The Landmarks Commission Expiring On December 31, 2022 ([Resolution, Bio Whit Wardell](#))

- Request to move to full Council

[RES-19-008](#)

Public Service

A Resolution Authorizing The Mayor To Enter Into A Contract For The Participation In The ODOT Winter Contract (018-20) For Road Salt ([Resolution](#))

- Request to move to full Council

[ORD-19-020](#)

Development

An Ordinance Authorizing The Mayor To Enter Into A Sign Easement Agreement With Canal Winchester Human Services To Provide For A Sign Easement On Parcel 184-001317 ([Ordinance, Exhibit A](#))

- Request to move to full Council

[ORD-19-021](#)

Development

An Ordinance Authorizing The City Of Canal Winchester To Enter Into A Community Reinvestment Area Agreement With Opus Development Company, L.L.C., Pursuant To Section 3735.671 Of The Ohio Revised Code; Authorizing The City Of Canal Winchester To Enter Into A Related School Compensation Agreement With The Canal Winchester Local School District And Opus Development Company, L.L.C.; And Declaring An Emergency ([Ordinance Exhibits](#))

- Request to move to full Council

[ORD-19-022](#)

Development

An Ordinance To Authorize The Mayor Convey A Tract Of Land Consisting Of Lots Six (6), Seven (7) And Eight (8) And Part Of Lot (10) In The Daniel Bergstresser Subdivision To The Canal Winchester Industry And Commerce Corporation To Provide For Its Subsequent Lease To Trine Fairfield LLC, And To Declare An Emergency ([Ordinance, Exhibit A](#))

- Request to move to full Council

[ORD-19-023](#)

Public Service

An Ordinance To Dedicate Lithopolis-Winchester Rd. Right-Of-Way ([Ordinance, Exhibits A B C D](#))

- Request to move to full Council

[ORD-19-024](#)

Development

An Ordinance Authorizing The Execution Of A Tax Increment Financing Agreement; And Declaring An Emergency ([Ordinance Exhibits](#))

- Request to move to full Council

E. Reports

Matt Peoples -

Lucas Haire -

Amanda Jackson -

F. Items for Discussion

[19-023](#)

Elected Officials Salaries for 2020-2021 ([MORCP Survey - Mayor Salaries, MORPC Survey - Council Salaries, OML 2017 City Salary Survey](#))

[19-024](#)

Hands Free Ordinance Discussion ([Bexley Hands Free Article, Bexley Hands Free Code](#))

G. Old/New Business

H. Adjournment

RESOLUTION NO. 19-007

A RESOLUTION APPROVING THE MAYOR'S APPOINTMENT OF WHIT WARDELL TO SERVE A FOUR YEAR TERM AS A MEMBER OF THE LANDMARKS COMMISSION EXPIRING ON DECEMBER 31, 2022

WHEREAS, the Canal Winchester Code of Ordinances section 1139.02 provides for the establishment of the Landmarks Commission; and

WHEREAS, the Mayor of the City of Canal Winchester is required to appoint members to Landmarks Commission and City Council is required to approve the Mayor's appointment;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF CANAL WINCHESTER, STATE OF OHIO:

Section 1: Whit Wardell shall serve a four (4) year term as a member of the Landmarks Commission as appointed by the Mayor expiring on December 31, 2022.

Section 2: That this resolution shall take effect and be in force from and after the earliest period allowed by law.

DATE PASSED _____

PRESIDENT OF COUNCIL

ATTEST _____
CLERK OF COUNCIL

MAYOR

DATE APPROVED _____

APPROVED AS TO FORM:

LEGAL COUNSEL

I hereby certify that the ordinance as set forth above was published for a period of not less than fifteen days after passage by the Council, by posting a copy thereof in not less than three (3) public places in the municipal corporation, as determined by Council and as set forth in the Canal Winchester Charter.

Finance Director/Clerk of Council

Whit W. Wardell Bio

Canal Winchester resident and home owner since 2015

Owner of the National Historic Register listed home at 59 West Columbus –“The Abbott house”

Graduate of The Ohio State University with both Master’s and Bachelor’s degrees in Civil Engineering

Licensed by the State of Ohio as a Professional Engineer since 2001

Employed by Complete General Construction of Columbus since 1998 and currently serving as a Vice President

Outside of work, one of my interests is railroad and transportation history, so I am very familiar with Canal's past with the canal, railroad and interurban and the importance and value of maintaining the remaining historic structures in our community.

RESOLUTION NO. 19-008

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT FOR THE PARTICIPATION IN THE ODOT WINTER CONTRACT (018-20) FOR ROAD SALT

WHEREAS, the City of Canal Winchester (hereinafter referred to as the "Political Subdivision") hereby submits this written agreement to participate in the Ohio Department of Transportation's (ODOT) annual winter road salt bid (018-20) in accordance with Ohio Revised Code 5513.01(B) and hereby agrees to all of the following terms and conditions in its participation of the ODOT winter road salt contract:

- a. The Political Subdivision hereby agrees to be bound by all terms and conditions established by ODOT in the road salt contract and acknowledges that upon award of the contract by the Director of ODOT it shall be bound by all such terms and conditions included in the contract; and,
- b. The Political Subdivision hereby acknowledges that upon the Director of ODOT's signing of the winter road salt contract, it shall effectively form a contract between the awarded salt supplier and the Political Subdivision; and,
- c. The Political Subdivision agrees to be solely responsible for resolving all claims or disputes arising out of its participation in the ODOT winter road salt contract and agrees to hold the Department of Transportation harmless for any claims, actions, expenses, or other damages arising out of the Political Subdivision's participation in the winter road salt contract; and
- d. The Political Subdivision's electronic order for 350 Tons of Sodium Chloride (Road Salt) will be the amount the Political Subdivision agrees to purchase from its awarded salt supplier at the delivered bid price per ton awarded by the Director of ODOT; and,
- e. The Political Subdivision hereby agrees to purchase a minimum of 90% and a maximum of 110% of its above-requested salt quantities from its awarded salt supplier during the contract's effective period of September 1, 2019 through April 30, 2020; and,
- f. The Political Subdivision hereby agrees to place orders with and directly pay the awarded salt supplier on a net 30 basis for all road salt it receives pursuant to ODOT winter salt contract; and,
- g. The Political Subdivision acknowledges that should it wish to rescind this participation agreement it will do so by written, emailed request by no later than Friday, April, 19th, 2019 by 12:00 p.m. The written, emailed request to rescind this participation agreement must be received by the ODOT Office of Contract Sales, Purchasing Section email: Contracts.Purchasing@dot.ohio.gov by the deadline. The Department, upon receipt, will respond that it has received the request and that it has effectively removed the Political Subdivision's participation request. Furthermore, it is the sole responsibility of the Political Subdivision to ensure ODOT has received this participation agreement as well as the receipt of any request to rescind this participation agreement. The Department shall not be held responsible or liable for failure to receive a Political Subdivision's participation agreement and/or a Political Subdivision's a Political Subdivision's request to rescind its participation agreement; and,

WHEREAS, it is the recommendation of the Director of Public Service and the Superintendent of Streets, Lands & Buildings that it is in the best interest of the City of Canal Winchester to enter into an agreement with ODOT for the purchase of sodium chloride (road salt).

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF CANAL WINCHESTER, STATE OF OHIO:

SECTION 1. That this participation agreement to purchase 350 Tons of sodium chloride (road salt) from the ODOT winter road salt contract is hereby approved, funding has been authorized, and the Political Subdivision agrees to the above terms and conditions regarding participation on the ODOT winter salt contract.

SECTION 2. That this resolution shall take effect and be in force from and after its passage.

DATE PASSED _____

PRESIDENT OF COUNCIL

ATTEST _____
CLERK OF COUNCIL

MAYOR

APPROVED AS TO FORM:

DATE APPROVED _____

LEGAL COUNSEL

I hereby certify that the ordinance as set forth above was published for a period of not less than fifteen days after passage by the Council, by posting a copy thereof in not less than three (3) public places in the municipal corporation, as determined by Council and as set forth in the Canal Winchester Charter.

Finance Director/Clerk of Council

ORDINANCE NO. 19-020

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A SIGN EASEMENT AGREEMENT WITH CANAL WINCHESTER HUMAN SERVICES TO PROVIDE FOR A SIGN EASEMENT ON PARCEL 184-001317

WHEREAS, Canal Winchester Human Services has developed a building at 80 covenant Way to provide their non-profit services to the community; and

WHEREAS, the City of Canal Winchester owns an adjacent parcel for public purposes; and

WHEREAS, Canal Winchester Human Services desires to erect a sign on the City owned parcel directing people to their location where visibility from the street is restricted;

NOW THEREFORE BE IT ORDAINED BY THE CITY OF CANAL WINCHESTER, FRANKLIN COUNTY, OHIO AS FOLLOWS:

Section 1: That Council hereby authorizes and directs the Mayor to enter into a Sign Easement Agreement with the Canal Winchester Human Services, in a form acceptable to the Director of Law and with terms and conditions substantially similar to the Sign Easement Agreement attached hereto as Exhibit "A" and incorporated herein by reference.

Section 2: This Council finds and determines that all formal actions of this Council concerning and relating to the passage of this Ordinance were taken in an open meeting of this Council, and that all deliberations of this Council and any of its committees which resulted in such formal actions were in meetings so open to the public in compliance with all legal requirements of the City of Canal Winchester, Franklin County, Ohio.

Section 3: That this ordinance shall take effect and be in force from and after the earliest period allowed by law.

DATE PASSED _____

PRESIDENT OF COUNCIL

ATTEST _____
CLERK OF COUNCIL

MAYOR

DATE APPROVED _____

APPROVED AS TO FORM:

LEGAL COUNSEL

I hereby certify that the ordinance as set forth above was published for a period of not less than fifteen days after passage by the Council, by posting a copy thereof in not less than three (3) public places in the municipal corporation, as determined by Council and as set forth in the Canal Winchester Charter.

Finance Director/Clerk of Council

SIGN EASEMENT AGREEMENT

THIS SIGN EASEMENT AGREEMENT (this “Agreement”) is made as of _____, 2019 (the “Effective Date”), by and between the **CITY OF CANAL WINCHESTER**, a municipal corporation organized under the laws of Ohio (“Grantor”), and **CANAL WINCHESTER HUMAN SERVICES**, an Ohio nonprofit corporation (“Grantee”).

RECITALS:

A. Grantor is the owner of certain real property located in Canal Winchester, Franklin County, Ohio, as more particularly described in Exhibit A (the “Grantor Property”).

B. Grantee operates a food pantry adjacent to Grantor’s Property located on Exhibit A and wishes to display a Sign, as depicted on Exhibit B (the “Sign”), with its name and address to advertise the food pantry on land owned by Grantor.

C. Grantee desires to obtain from Grantor, and Grantor desires to grant to Grantee, certain easements upon the Grantor Property for the benefit of the Grantee Property, subject to the terms and conditions set forth below.

STATEMENT OF AGREEMENT:

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

1. Grant of Easements.

(a) Sign Easement. Grantor hereby grants and declares a nonexclusive easement on, over and across the portion of the Grantor Property shown and more particularly described in Exhibit A, to place, install, maintain, repair and replace the Sign (the “Sign Easement”). Grantor shall not construct any improvements, including landscaping, in the Sign Easement Area, if such improvements would adversely affect the visibility of the Sign.

(b) Temporary Easement. The Sign Easement granted hereunder shall include a temporary, nonexclusive access easement over the remainder of the Grantor Property, as is reasonably necessary for Grantee to exercise the installation, maintenance and replacement rights and obligations granted under the Sign Easement (the “Temporary Easement” and, together with the Sign Easement, collectively, the “Easements”).

(c) Expiration of Easements. The Easements granted hereunder shall expire on the date on which the Canal Winchester Human Services is no longer operated on an adjacent parcel. These Easements are not transferable with the building and are only for the current Grantee.

2. Maintenance Covenants

(a) Maintenance of Sign. Grantee, at its sole cost and expense, covenants to perform all work required to operate, maintain, repair and replace the Sign, from time to time, in a good and workmanlike manner and in compliance with all applicable laws, rules and regulations.

(b) Maintenance of Sign Easement Area. Grantee covenants to maintain the Sign Easement Area, at its sole expense. Without limiting the generality of the foregoing, such maintenance responsibilities shall include the maintenance, weeding and trimming of any landscaping within the Sign Easement Area determined necessary by Grantee, in its reasonable discretion, to keep the Sign Easement Area in a neat and presentable condition at all times.

(c) Grantor’s Property. In connection with Grantee’s use of the Temporary Easement from time to time, Grantee shall use reasonable efforts to minimize damage and inconvenience to Grantor and its business operations on the balance of the Grantor Property. Upon completion of any work pursuant to this Agreement, Grantee, at its sole cost and expense, shall promptly restore any portion(s) of the Grantor Property disturbed by such work to the same condition as immediately prior to such work, including but not limited to the re-seeding of any disturbed grass.

(d) Liens. Grantee shall not permit or suffer any lien to be placed of record against the Sign Easement Area or the Grantor Property in favor of any person or persons, individual or corporate, furnishing either labor or material in connection with any work undertaken by Grantee pursuant to the rights herein granted.

As used in this Section 2, the term “maintenance” includes the making of any and all required repairs as well as replacements.

3. Insurance and Indemnity. Grantor and Grantee will each continuously maintain policies of commercial general liability insurance providing coverage against any claims arising out of or relating to their respective negligent acts or omissions in connection with the use of the Easements granted herein. Grantee agrees to indemnify, defend and hold the Grantor harmless

from and against all claims, liabilities, reasonable costs and expenses, including, without limitation, claims for property damage or injury to or death of persons, arising out of or relating to the negligent acts or omissions of the Grantee or its employees, agents, representatives, contractors, or licensees in connection with the use of the Easements granted herein.

5. Non-Performance. Notwithstanding anything to the contrary herein, if Grantee fails to perform its maintenance obligations hereunder, and such default continues for 30 days after written notice from Grantor, then Grantor may, upon 10 days' prior written notice to Grantee, undertake to perform such obligations and may recover from the Grantor the costs thereof, plus interest thereon from the date of payment by Grantor until paid at a rate equal to eight percent (8%) per annum.

6. Notices. Any notice, request or other communication to be given by any party hereunder shall be in writing and shall be sent by overnight courier guaranteeing overnight delivery (in which case, notice shall be deemed effective when deposited with the overnight courier) or by email to the email addresses shown below (in which case, notice shall be deemed effective when transmitted by email); *provided, however*, in the case of email notice, such notice shall not be effective unless a copy of such notice is also deposited with an overnight courier on the date of email transmission.

To Grantor: City of Canal Winchester
 Attn: Mayor
 36 S. High St.
 Canal Winchester, Ohio 43110

Copy to: Eugene L. Hollins
 Frost Brown Todd LLC
 10 West Broad St., Suite 2300
 Columbus, Ohio 43215
 Ghollins@fbtlaw.com

To Grantee: Canal Winchester Human Services
 Attn: Penny Miller, Director
 PO Box 155, 80 Covenant Way
 Canal Winchester, Ohio 43110

Any party hereto may change the name of the person or address to which notices and other communications are to be given by so notifying the other parties.

7. **Severability.** The invalidity or unenforceability of any provision of this Agreement shall not affect or impair the validity or enforceability of any other provision or term hereof.

8. **Entire Agreement.** This Agreement, including the attached Exhibits, contains the entire agreement between the parties and all of the terms and conditions to which the parties have agreed and supersedes all prior oral or written agreements or understandings concerning the subject matter.

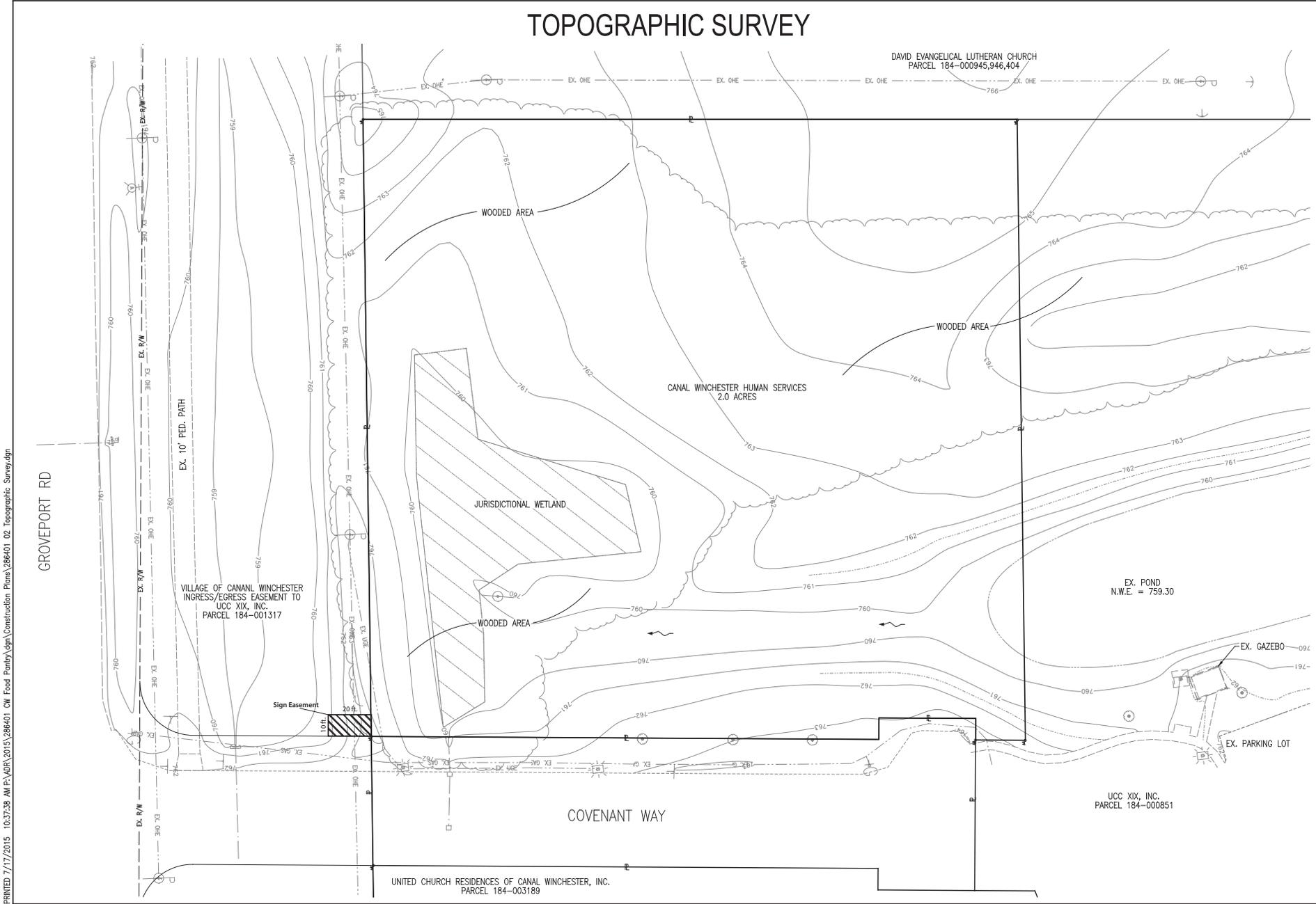
9. **Waiver of Default.** No waiver of any obligation by any party to this Agreement shall be implied from any omission by any other party to take any action in respect of such obligation.

10. **Governing Law.** This Agreement shall be construed in accordance with the laws of the State of Ohio.

11. **Injunctive Relief.** In the event of any violation or threatened violation of any of the terms, covenants, and conditions herein contained, in addition to the other remedies herein provided, the owner of the property whose rights are threatened, shall have the right to enjoin such violation or threatened violation in a court of competent jurisdiction. The court costs and the reasonable fees of the attorneys for the prevailing party in any legal proceedings seeking relief shall be paid by the party against whom judgment is entered in said legal proceedings.

[Signature Pages Follow]

TOPOGRAPHIC SURVEY







 HORIZONTAL SCALE IN FEET

DRAWN: _____

 DESIGNED: _____

 CHECKED: _____

 REVISION: _____

ADR

DR. WALTER C. ANDERSON, INC. - SURVEYORS, 204 E. 1300 S., ST. LOUIS, MO 63104

REASONS: _____

TOPOGRAPHIC SURVEY

CANAL WINCHESTER FOOD PANTRY

CANAL WINCHESTER, OHIO

JUL. 17, 2015

 JOB #286401

2

 4

PRINTED: 7/17/2015 10:27:38 AM P:\WORK\2015\286401 CW Food Pantry\ dgn\Construction Plans\286401_02 Topographic Survey.dgn

Exhibit B

D/F MONUMENT SIGNAGE
Qty: 1 Sign (2 Faces)



ECB Logo Panel with Digital Print,
& White 1/2" PVC Letters on Brick
Monument Wall

(Wall by Others, For Example)

Branham Sign
COMPANY • INCORPORATED

www.branhamsign.com

888-976-7446

127 Cypress Street SW
Reynoldsburg, Ohio 43068

CLIENT

LISTED

Address:
80 Covenant Way
Canal Winchester, OH

Installation Address:
80 Covenant Way
Canal Winchester, OH

Sales:
jsmith@branhamsign.com

Designer:
jgreenlee@branhamsign.com

Notes:



UL Underwriters
Laboratories Inc.
LISTED
ELECTRIC SIGN
COMPLIES TO UL 48

THIS ARTICLE IS INTENDED TO BE INSTALLED IN
ACCORDANCE WITH THE REQUIREMENTS OF
ARTICLE 800 OF THE NATIONAL ELECTRIC CODE,
AND/OR OTHER APPLICABLE LOCAL CODES. THIS
INCLUDES PROPER CIRCUITING AND WIRING
OF THE SIGN.

Approval:

Approved/Customer	Date
-------------------	------

This design, concept, drawing and
specification provided by the customer
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or fashion without the express written permission
of Branham Sign Company Inc.

Page	Sheet
1	1 of 4

COSA
COUNCIL OF SIGN ASSOCIATIONS

CHAMBER OF COMMERCE

MMA Midwestern Sign Association

UL LISTED

Date 12-19-18

Job Path

G:\JOBS\Sales\JEFF\Canal Winchester Human Services\MonumentPrint2

Local (740) 964-9550
Fax (740) 964-9558

ORDINANCE NO. 19-021

AN ORDINANCE AUTHORIZING THE CITY OF CANAL WINCHESTER TO ENTER INTO A COMMUNITY REINVESTMENT AREA AGREEMENT WITH OPUS DEVELOPMENT COMPANY, L.L.C., PURSUANT TO SECTION 3735.671 OF THE OHIO REVISED CODE; AUTHORIZING THE CITY OF CANAL WINCHESTER TO ENTER INTO A RELATED SCHOOL COMPENSATION AGREEMENT WITH THE CANAL WINCHESTER LOCAL SCHOOL DISTRICT AND OPUS DEVELOPMENT COMPANY, L.L.C.; AND DECLARING AN EMERGENCY

WHEREAS, the City desires to pursue all reasonable and legitimate incentive measures to assist, encourage and stimulate development in specific areas of the City that have not enjoyed sufficient reinvestment from remodeling or new construction; and

WHEREAS, the City, by Resolution No. 18-017 adopted by the Council on October 15, 2018 (the "Resolution"), designated the area specified in the Resolution as the Route 33 Community Reinvestment Area (the "CRA") pursuant to Ohio Revised Code ("R.C.") Sections 3735.65 through 3735.70 (the "CRA Act"), and authorized a real property tax exemption for the construction of new structures and the remodeling of existing structures in the CRA in accordance with the CRA Act; and

WHEREAS, Opus Development Company, L.L.C., a Delaware limited liability company (the "Developer") is in contract to purchase the real property contained within the City and the CRA, described in Exhibit A attached hereto (the "Project Site") and is expected to own initially the buildings on the Project Site; and

WHEREAS, the Developer wishes to enter into a community reinvestment area agreement ("CRA Agreement"), pursuant to Section 4 of Resolution No. 18-017, to receive an exemption from taxation for a commercial or industrial development project consisting of an estimated \$22,000,000.00 investment in the construction of approximately 800,000 square feet of commercial or industrial space, estimated to create approximately 80 full-time jobs and a \$2,400,000.00 payroll; and

WHEREAS, the City and Developer have negotiated terms for the CRA Agreement, the proposed draft of which is attached hereto and labeled Exhibit B, subject to City Council providing the Mayor authority to execute the CRA Agreement; and

WHEREAS, the Project Site is located in the Canal Winchester Local School District (the "Local School District") and the Eastland-Fairfield Joint Vocational School District, and the board of education of each school district has been notified of the proposed approval of this Agreement in accordance with R.C. Sections 3735.671 and 5709.83, or has waived such notice, and has been given a copy of the draft CRA Agreement; and

WHEREAS, pursuant to R.C. Section 3735.671, the Board of Education of the Canal Winchester Local School District has (i) approved the terms of the CRA Agreement, including the one hundred percent (100%) real property tax exemption for fifteen (15) years for the assessed value of new structures and the fifty percent (50%) real property tax exemption for ten (10) years for the increase in the assessed value attributable to remodeling for which the cost is at least \$100,000.00 at the Project Site; (ii) waived its rights to receive the forty-five (45) day and fourteen (14) day notices under R.C. Sections 3735.671 and 5709.83; (iii) consented to the approval and execution of this Agreement; and (iv) authorized the execution, on behalf of the School District, of a School Compensation Agreement between the City, the School District, and the Developer, the proposed draft of which is attached hereto and identified as Exhibit C;

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF CANAL WINCHESTER, OHIO, THAT:

Section 1. The Mayor is hereby authorized to enter into a CRA Agreement with the Developer, in substantially the form of the draft CRA Agreement attached and identified as Exhibit B, which is incorporated herein. The approval of changes to the form and the character of those changes as not being substantial shall be evidenced conclusively by the execution of the CRA Agreement by the Mayor.

Section 2. The Mayor is hereby authorized to enter into a School Compensation Agreement with the Canal Winchester Local School District and the Developer, in substantially the form of the draft School Compensation Agreement attached and identified as Exhibit C, which is incorporated herein. The approval of changes to the form and the character of those changes as not being substantial shall be evidenced conclusively by the execution of the School Compensation Agreement by the Mayor.

Section 3. The Mayor, or his designees, and the Clerk of Council, or her designees, are hereby authorized and directed to take such actions as are necessary and are consistent with this Ordinance, the terms of the CRA Agreement, and the terms of the School Compensation Agreement, to prepare, execute, and file such additional documents or instruments as are necessary to effectuate the CRA Agreement, the School Compensation Agreement, and the exemption from real property taxation authorized thereby.

Section 4. The Council hereby finds that all formal actions and deliberations related to the passage of this Ordinance have occurred in an open meeting of the Council, or in lawfully convened executive session, in compliance with Section 121.22 of the Ohio Revised Code.

Section 5. This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety, or welfare, such emergency arising from the need to proceed promptly with the public purpose of economic development within the Route 33 CRA, and therefore this Ordinance shall take effect immediately upon its passage and approval by the Mayor.

DATE PASSED _____

PRESIDENT OF COUNCIL

ATTEST _____
CLERK OF COUNCIL

MAYOR

DATE APPROVED _____

APPROVED AS TO FORM:

LEGAL COUNSEL

I hereby certify that the ordinance as set forth above was published for a period of not less than fifteen days after passage by the Council, by posting a copy thereof in not less than three (3) public places in the municipal corporation, as determined by Council and as set forth in the Canal Winchester Charter.

Finance Director/Clerk of Council

EXHIBIT A

MAP OF THE PROJECT SITE

SURVEY OF ACREAGE PARCEL

STATE OF OHIO, COUNTY OF FRANKLIN, CITY OF CANAL WINCHESTER,
SECTION 24, TOWNSHIP 11, RANGE 21
CONGRESS LANDS

THE MOUNTAIN AGENCY, LLC.
PID: 184-001002
IN. 201110030124958
41.990 ACRES

STATE OF OHIO
HIGHWAY EASEMENT
D.B. 2390, PAGE 592
PARCEL NO. 69LA

GENDER/THIRTY-THREE
PID: 184-000871
O.R. 11357, F13
O.R. 11357, F16
ORIGINAL 24.355 ACRES
(18.199 ACRES)

GENDER/THIRTY-THREE
PID: 184-000532
O.R. 11357, F13
O.R. 11357, F16
ORIGINAL 89.393 ACRES
(51.032 ACRES)

76.961 ACRES

HD DEVELOPMENT OF
MARYLAND INC.
PID: 184-003006
IN. 200707020115156
11.315 ACRES

WINCHESTER SQUARE LLC
PID: 184-002986
IN. 201412150165939
6.395 ACRES

WINCHESTER SQUARE LLC
PID: 184-001700
IN. 200412200286893
14.828 ACRES

THE VILLAGE OF CANAL
WINCHESTER
O.R. 31057, H09 - 2.119 ACRES

**WINCHESTER BLVD.
PUBLIC - R/W VARIES**

CITY OF CANAL WINCHESTER
PID: 184-003242
IN. 201608180109326 - 0.629 ACRE

WINCHESTER OFFICE
PARK LLC
PID: 184-003243
IN. 201602230021315
2.679 ACRES

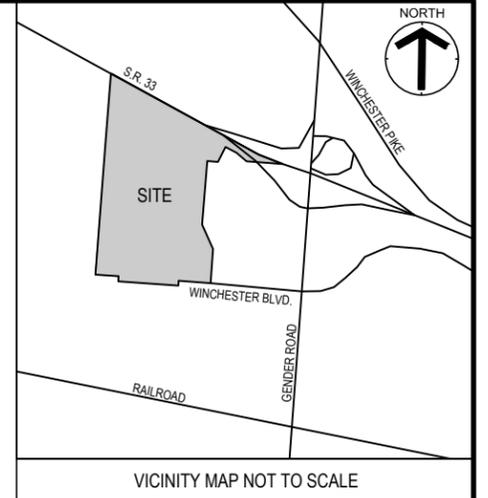
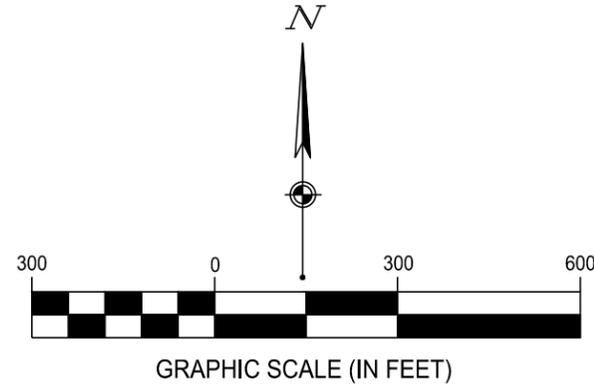
PHELE INVESTMENT
PID: 184-000996
IN. 201706150081040
11.280 ACRES

GENDER/THIRTY-THREE
PID: 184-001702
O.R. 27286, D07
ORIGINAL 3.924 ACRES
(1.179 ACRES)

BAKER LEVIN FARMS, LLC
PID: 180-000255
IN. 200704240071166
78.384 ACRES

DILL'S REALTY LLC
PID: 180-004981
IN. 200111050255847
20.1366 ACRES

BAKER LEVIN FARMS, LLC
PID: 180-000290
IN. 200704240071166
134.50 ACRES



LEGEND

- 5/8"x30" REBAR W/ YELLOW CAP STAMPED "CESO" SET
- IRON PIN FOUND
- MONUMENT BOX FOUND

Curve table					
Curve	Radius	Arc Length	Chord	Delta Angle	Tangent
C1	12402.67'	160.13'	N63° 11' 48"W - 160.13'	0° 44' 23"	80.07'

BASIS OF BEARING:

THE BEARINGS SHOWN ON THIS SURVEY ARE BASED ON A BEARING OF N85° 45' 23" W FOR THE SOUTHERLY LINE OF SECTION 24 AS DETERMINED BY GPS OBSERVATION, BASED ON NAD 83 (2011), OHIO STATE PLANE SOUTH ZONE AND POST PROCESSED USING AN OPUS SOLUTION.

JEFFREY A. MILLER, OHIO PS NO 7211 DATE
jeff.miller@cesoinc.com

SURVEY OF ACREAGE PARCEL			
GENDER/THIRTY-THREE		SECTION 24, TOWNSHIP 11, RANGE 21	
WINCHESTER BLVD		FRANKLIN COUNTY, OHIO	
CITY OF CANAL WINCHESTER		DATE: NOVEMBER 2018	
SCALE: 1"=300'		JOB NO.: 755691	
DESIGN: N/A	 WWW.CESOINC.COM	SHEET NO.: 1 OF 1	
DRAWN: JEK			
CHECKED: JAM			

EXHIBIT B

CRA Agreement

COMMUNITY REINVESTMENT AREA AGREEMENT

This Community Reinvestment Area Agreement (this “Agreement”) made and entered into by and between the CITY OF CANAL WINCHESTER (the “City”), a municipal corporation in the State of Ohio (the “State”), through the Canal Winchester City Council (the “Council”), and OPUS DEVELOPMENT COMPANY, L.L.C., a Delaware limited liability company with offices located at 8801 River Crossing Blvd, Suite 450, Indianapolis, IN 46240 (the “Developer”).

WITNESSETH:

WHEREAS, the City desires to pursue all reasonable and legitimate incentive measures to assist, encourage and stimulate development in specific areas of the City that have not enjoyed sufficient reinvestment from remodeling or new construction; and

WHEREAS, the City, by Resolution No. 18-017 adopted by the Council on October 15, 2018 (the “Resolution”), designated the area specified in the Resolution as the Route 33 Community Reinvestment Area (the “CRA”) pursuant to Ohio Revised Code (“R.C.”) Sections 3735.65 through 3735.70 (the “CRA Act”), and authorized a real property tax exemption for the construction of new structures and the remodeling of existing structures in the CRA in accordance with the CRA Act; and

WHEREAS, the Developer is in contract to purchase the real property contained within the City and the CRA, described in Exhibit A attached hereto (the “Project Site”) and is expected to own initially the Project; and

WHEREAS, the Developer has submitted to the City an application for a community reinvestment area agreement (the “Application”), a copy of which is attached hereto as Exhibit B; and

WHEREAS, the Developer proposes to establish on all or a portion of the Project Site in multiple phases a commerce center, including but not limited to distribution warehouse buildings together with related site improvements, as described in the Application (collectively, the “Project”) (each individual building within the Project, with its related site improvements, may be referred to hereinafter from time to time as a “Building”), provided that the appropriate development incentives are available to support the economic viability of the Project; and

WHEREAS, the Developer does not anticipate that it will equip or occupy any portion of the Project Site or any Buildings or hire employees at the Project Site; rather, the Developer intends to transfer applicable portions of the Project Site upon which a Building is located or parts thereof to one or more transferees by lease, sale and/or other means of transfer (the Developer and such transferees other than by lease, together with any successors and assigns, collectively or singly, as the context requires, may be referred to hereinafter from time to time as an “Owner” or the “Owners”); each such transfer other than by lease may be made

pursuant to a certain assignment and assumption agreement as described more fully in Section 16 hereof in order to bind each Owner to and under this Agreement; and

WHEREAS, the Developer has remitted or shall remit with the Application the required State of Ohio application fee of \$750.00, made payable to the Ohio Development Services Agency, to be forwarded with this Agreement, and has paid any applicable local fees; and

WHEREAS, pursuant to R.C. Section 3735.67(A) and in conformance with the format required under R.C. Section 3735.671(B), the City and the Developer desire to formalize their agreement with respect to matters hereinafter contained; and

WHEREAS, the Project Site is located in the Canal Winchester Local School District (the "Local School District") and the Eastland-Fairfield Joint Vocational School District, and the board of education of each school district has been notified of the proposed approval of this Agreement in accordance with R.C. Sections 3735.671 and 5709.83, or has waived such notice, and has been given a copy of the Application and a draft of this Agreement; and

WHEREAS, pursuant to R.C. Section 3735.671, the Board of Education of the Local School District has (i) approved the terms of this Agreement, including the one hundred percent (100%) real property tax exemption for fifteen (15) years for the assessed value of new structures and the fifty percent (50%) real property tax exemption for ten (10) years for the increase in the assessed value after remodeling for which the cost is at least \$100,000.00 at the Project Site; (ii) waived its rights to receive the forty-five (45) day and fourteen (14) day notices under R.C. Sections 3735.67 and 5709.83; and (iii) consented to the approval and execution of this Agreement; and

WHEREAS, the Council, by Resolution No. _____, adopted on _____, 2019, has approved the terms of this Agreement and authorized its execution on behalf of the City; and

WHEREAS, the parties recognize that the exact legal and financing structure used by the Owners in developing, equipping and operating the Project may include additional legal entities and may evolve prior to and during the operation of the Project;

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 herein agree as follows:

1. Project. The cost of the investments to be made in connection with the Project by the Owners is estimated to be approximately \$22,000,000, potentially across multiple phases, for construction of new Buildings (exclusive of any amounts for acquisition of machinery and equipment, furniture and fixtures, and inventory) to contain, cumulatively, approximately 800,000 square feet of space. There are no existing buildings at the Project Site. The estimates provided in this Section are good faith estimates provided pursuant to R.C. Section 3735.671(B) and shall not be construed in a manner that would limit the amount or term of the tax exemptions

provided in this Agreement. The parties recognize that the costs associated with the Project may increase or decrease significantly. The parties also recognize that costs do not necessarily equal otherwise taxable value.

2. Values of Personal Property. The value for Ohio personal property tax purposes of the non-inventory personal property of the Developer that is located at another location in Ohio prior to the execution of this Agreement and that is to be relocated from that location to the Project Site is \$0. The value for Ohio personal property tax purposes of the non-inventory personal property of the Developer located at the Project Site prior to the execution of this Agreement is \$0. The average value for Ohio personal property tax purposes of the inventory of the Developer held at another location in Ohio prior to the execution of this Agreement and to be relocated from that location to the Project Site is \$0. The average value for Ohio personal property tax purposes of the inventory of the Developer at the Project Site prior to the execution of this Agreement is \$0.

3. Project Schedule. The scheduled estimated starting month for the Project investments to be made in building, machinery, equipment, furniture, fixtures and/or inventory is approximately July 2019; and the scheduled estimated completion month for such investments is no later than approximately August 31, 2020. The estimates provided in this Section are good faith estimates provided pursuant to R.C. Section 3735.671(B) and shall not be construed in a manner that would limit the amount or term of the tax exemptions provided in this Agreement, other than as those tax exemptions are limited in Sections 6 of this Agreement.

4. Employee Positions. The Owners estimate that there will be created at the Project Site, potentially in multiple phases, cumulatively, approximately 80 full-time permanent employee positions with an aggregate annual payroll of approximately \$2,400,000.00 upon full build-out of the Project and 0 part-time or temporary positions. Hiring of such employees is estimated to commence in 2020 and to continue incrementally over the succeeding three years. Currently, the Owners have 0 employees at the Project Site; therefore, no employee positions will be retained by the Owners in connection with the Project. The Developer has 0 employees in Ohio. The estimates provided in this Section 4 are good faith estimates provided pursuant to R.C. Section 3735.671(B) and shall not be construed in a manner that would limit the amount or term of the tax exemptions provided in this Agreement. The parties recognize that the employment and payroll estimates associated with the Project may increase or decrease. The parties also recognize that it is anticipated that all employees at the Project Site will be hired by other Owners or their tenants.

5. Provision of Information. Each Owner shall provide to the proper tax incentive review council (the "TIRC") any information reasonably required by the TIRC to evaluate the compliance of such Owner with the Agreement, including returns or annual reports of such Owner filed pursuant to R.C. Section 5711.02 (if any) if requested by the TIRC.

6. Real Property Tax Exemption. The City hereby grants a fifteen (15) year, 100% real property tax exemption pursuant to R.C. Section 3735.67 for the assessed value of new structures at the Project Site and a ten (10) year, 50% real property tax exemption pursuant to R.C. Section 3735.67 for the increase in the assessed value after remodeling for which the cost is at least \$100,000.00 at the Project Site. For each separately identifiable real property

improvement, the exemption commences the first year such real property improvement would first be taxable were that property not hereby exempted from taxation. No exemption shall commence after tax year 2022 (*i.e.*, tax lien date January 1, 2022) nor extend beyond tax year 2036 (*i.e.*, tax lien date January 1, 2036). In addition, no exemption for remodeling of a Building may extend beyond the fifteen (15) year exemption term for construction of that Building. Although exemption under this Agreement for any Building lasts for only fifteen (15) years at the most, the real property exemption period for the Project as a whole is expected to last more than fifteen (15) years. The exemptions set forth in this Section shall apply irrespective of whether the real property is owned by an Owner, or, in accordance with Section 16 of this Agreement, Section 20 of this Agreement, or both Sections 16 and 20 of this Agreement, by another entity or other entities.

7. Application for Exemption. The Owners acknowledge that the tax exemption with respect to each real property improvement is subject to the filing of a real property tax exemption application with the Housing Officer designated by the City for the CRA, following the completion of construction of that real property improvement. The City agrees that upon receipt of the real property tax exemption application, the Housing Officer shall certify the tax exemption to the applicable county auditor.

8. Payment of Non-Exempt Taxes.

A. Each Owner shall pay such taxes and real property taxes as are not exempted under this Agreement or otherwise exempted and are charged against such Owner's property and shall file all tax reports and returns as required by law in connection therewith. If an Owner fails to pay such taxes or file such returns and reports, and such failure is not corrected within thirty (30) days of written notice thereof to such Owner, all exemptions from taxation granted under this Agreement with respect to property of such Owner are rescinded beginning with the year for which such unpaid taxes are charged or such unfiled reports or returns are required to be filed and thereafter. Any such rescission, as provided in this Section, shall have no effect on exemptions from taxation granted under this Agreement with respect to property of Owners other than such defaulting Owner(s). For purposes of this Section 8, "taxes" means all real property taxes, service payments in lieu of taxes, general and special assessments, and any other governmental charges validly levied or assessed against any parcel.

B. Each Occupant (defined below) shall pay such City municipal income taxes as are levied against such Occupant and shall file all tax reports and returns as required by law in connection therewith. "Occupant" includes any person having a right to occupy or regularly use all or any portion of any Building, whether such right to occupy or regularly use all or any portion of any Building arises under any lease, license, or other agreement, and whether any such right is granted by an Owner or by any other Occupant, including, but not limited to, third-party logistics companies, but does not include persons that provide limited services to an Owner or an Occupant, such as security guard companies, janitorial service companies and consulting service companies. If an Occupant fails to pay such taxes or file such returns and reports, and such a failure is not corrected by the Occupant or the Owner within ninety (90) days of written notice thereof to such Occupant and to the Owner of the Building (with such notice redacted to the extent necessary to protect confidential information of the Occupant), all exemptions from taxation granted under this Agreement with

respect to the Building occupied by such Occupant may be rescinded beginning with the year for which such unpaid taxes are charged or such unfiled reports or returns are required to be filed and thereafter, subject to reinstatement as set forth below. Any such rescission, as provided in this Section, shall have no effect on exemptions from taxation granted under this Agreement with respect to Buildings occupied by Occupants other than such defaulting Occupant. For Buildings occupied by more than one Occupant, any exemption rescinded pursuant to this Section shall only be rescinded for that portion of the Building occupied by the Occupant in violation of this Section (“Partial Rescission”). The remaining portion of the Building shall continue to receive any such exemptions granted pursuant to this Agreement. This Partial Rescission shall be effectuated pursuant to R.C. Section 5713.04, which permits parcels to be split-listed when only a portion is exempt from property tax. Upon the completion of the occupancy of a Building by an Occupant that defaulted under this Section, the Owner of the Building may apply for reinstatement of the exemption for the Building, which reinstatement shall not be unreasonably denied, delayed or conditioned by the City. Payment of the Occupant’s past-due City income taxes, penalties or interest, if any, shall not be a condition for reinstatement of the exemption.

In addition, each Owner agrees to cause each Occupant of each such Owner’s Buildings to provide such information, in such content, detail, and format as shall be reasonably determined by the City, that may be required by the City to enforce its municipal income tax laws, including its obligations to account for and share income tax revenue with any other entity. Each Owner shall include in any lease, license, or any other agreement with any Occupant an acknowledgment of this obligation. Each Owner acknowledges that failure by an Occupant to provide such information may be grounds for modification or termination of the exemptions granted under this Agreement with respect to the portion of any Building occupied by a defaulting Occupant, after the City first provides ninety (90) days’ written notice to the Occupant and the Owner in the manner set forth above.

9. Cooperation of the City. The City shall perform such acts as are reasonably necessary or appropriate to approve, effect, claim, reserve, preserve and maintain the exemptions from taxation granted under this Agreement including, without limitation, joining in the execution of all documentation and providing any necessary certificates required in connection with such exemptions. The City shall give its fullest cooperation in the development of the Project, including, but not limited to: (i) the timely review, processing and approval of all building, zoning or other permits, and (ii) all other activities related to the Project.

10. Revocation of CRA. If for any reason the City revokes or purports to revoke the designation of the CRA, entitlements granted under this Agreement shall continue for the number of years specified in this Agreement, unless an Owner materially fails to fulfill its obligations under this Agreement and such failure is not corrected within thirty (30) days of written notice thereof to such Owner, and consequently, the City terminates or modifies the exemptions from taxation granted in this Agreement with respect to property of such Owner from the date of the material failure. Any such termination or modification, as provided in this Section, shall have no effect on exemptions from taxation granted in this Agreement with respect to property of Owners other than such defaulting Owner(s). Except for any amendment, revocation, modification, suspension or termination otherwise permitted under this Agreement, the City agrees that it will not amend or revoke the CRA designation as to the Project Site, or modify the incentives available under that designation for the Project Site, prior to 20__.

11. Certification as to No Delinquent Taxes. The Developer hereby certifies for itself that at the time this Agreement is executed, (i) it does not owe any delinquent real or tangible personal property taxes to any taxing authority of the State and does not owe delinquent taxes for which it is liable under Chapter 5733, 5735, 5739, 5741, 5743, 5747, or 5753 of the Revised Code, or, if such delinquent taxes are owed, it is currently paying the delinquent taxes pursuant to an undertaking enforceable by the State or an agent or instrumentality thereof, (ii) it has not filed a petition in bankruptcy under 11 U.S.C.A. § 101, *et seq.*, and (iii) no such petition has been filed against it. For the purposes of this certification, delinquent taxes are taxes that remain unpaid on the latest day prescribed for payment without penalty under the chapter of the Ohio Revised Code governing payment of those taxes. Each Owner shall make the same certification as that made by the Developer in this Section 11 in any Assignment and Assumption Agreement.

12. Termination, Suspension or Modification Upon Default. If an Owner materially fails to fulfill its obligations under this Agreement and such failure is not corrected within thirty (30) days of written notice thereof to such Owner (provided, however, that such opportunity to cure such default shall not, under any circumstance, and notwithstanding anything to the contrary in this agreement, toll or otherwise suspend any obligation of any Owner or Occupant to pay any non-exempt taxes, real property taxes, or municipal income taxes), or if the City determines that the certification as to delinquent taxes required by this Agreement is fraudulent, the City may terminate, suspend or modify the exemptions from taxation granted under this Agreement with respect to property of the Owner which is in such default or which has made such fraudulent certification, from the date of the material failure. Any such termination, suspension or modification, as provided in this Section, shall have no effect on exemptions from taxation granted under this Agreement with respect to property of Owners other than such defaulting Owner(s). Moreover, in recognition of the mutual benefit to be secured from providing exemptions to Owners, which will enable Owners to sell or lease buildings to entities that will cause the creation or retention of employment positions within the City, the City shall limit any termination, suspension or modification so as to limit the effect of the termination, suspension or modification to the Owner or entity primarily responsible for the material failure.

13. Approval by the City. The Owners and the City acknowledge that this Agreement must be approved by formal actions of the legislative authority of the City as a condition for this Agreement to take effect. This Agreement takes effect upon such approval. Because this Agreement was approved by Resolution No. _____ of the Council on _____, 2019, this Agreement shall be effective immediately upon its execution.

14. Non-Discriminatory Hiring. By executing this Agreement, the Owners are committing to following non-discriminating hiring practices, acknowledging that no individual may be denied employment solely on the basis of race, religion, sex, disability, color, national origin, or ancestry.

15. Revocation of Exemptions. Exemptions from taxation granted under this Agreement shall be revoked with respect to an Owner if it is determined that such violating Owner, any successor enterprise to such violating Owner, or any related member of such violating Owner (as those terms are defined in division (E) of Section 3735.671 of the Ohio Revised Code) has violated the prohibition against entering into the Agreement under Division (E) of Section 3735.671 or Section 5709.62 or 5709.63 of the Ohio Revised Code prior to the

time prescribed by that division or either of those sections. Any such revocation, as provided in this Section, shall have no effect on exemptions from taxation granted under this Agreement with respect to property of Owners other than such violating Owner(s).

16. Transfer and/or Assignment; Release from Liability. Except as provided below, this Agreement and the benefits and obligations thereof are not transferable or assignable without the express, written approval of the City, which approval shall not be unreasonably withheld or delayed. The City hereby approves the transfer and/or assignment of this Agreement and the benefits and obligations hereof to any entity affiliated with the Developer (including but not limited to subsidiaries, affiliates, joint ventures and/or other arrangements used by Developer to carry out the terms of this Agreement) (an “Affiliate Transferee”). The City shall retain the right to consider the approval of the transfer and/or assignment of this Agreement and the benefits and obligations hereof, which approval shall not be unreasonably withheld or delayed, to any person or entity other than the Developer or an Affiliate Transferee, which is a transferee by lease, sale and/or other means of transfer of all or any part of a Building or the Project Site (a “Third-Party Transferee”) (such transferred property may be referred to hereinafter as the “Transferred Property”). As a condition to the right to receive tax exemptions as set forth in this Agreement, each Affiliate Transferee or Third-Party Transferee shall execute and deliver to the City an Assignment and Assumption Agreement in substantially one of the forms attached hereto as Exhibit C.1 and Exhibit C.2, wherein such Affiliate Transferee or Third-Party Transferee (i) assumes all obligations of the Developer under this Agreement with respect to the Transferred Property, and (ii) certifies to the validity, as to the Affiliate Transferee or Third-Party Transferee, of the representations, warranties and covenants contained herein and in the Assignment and Assumption Agreement. Upon the receipt by the City of such Assignment and Assumption Agreement, as to the Transferred Property the Affiliate Transferee or Third-Party Transferee shall have all entitlements and rights to tax exemptions and obligations as an “Owner” under this Agreement, in the same manner and with like effect as if the Affiliate Transferee or Third-Party Transferee had been the original Developer and a signatory to this Agreement. The City agrees to execute each such Assignment and Assumption Agreement and to deliver an original thereof to the Affiliate Transferee or Third-Party Transferee.

17. Counterparts. This Agreement may be signed in one or more counterparts or duplicate signature pages with the same force and effect as if all required signatures were contained in a single original instrument. Any one or more of such counterparts or duplicate signature pages may be removed from any one or more original copies of this Agreement and annexed to other counterparts or duplicate signature pages to form a completely executed original instrument.

18. Severability; Construction; Headings. If any provision of this Agreement or the application of any such provision to any such person or any circumstance shall be determined to be invalid or unenforceable, then such determination shall not affect any other provision of this Agreement or the application of such provision to any other person or circumstance, all of which other provisions shall remain in full force and effect. If any provision of this Agreement is capable of two constructions one of which would render the provision valid, then such provision shall have the meaning which renders it valid. The captions and headings in this Agreement are for convenience only and in no way define, limit, prescribe or modify the meaning, scope or intent of any provisions hereof.

19. Validity. The Owners covenant and agree that they are prohibited from challenging the validity of this Agreement or the CRA. In that regard, the Owners waive any defects in any proceedings related to the CRA or this Agreement. If the validity of the CRA or this Agreement is challenged by any entity or individual, whether private or public, the Owners shall advocate diligently and in good faith in support of the validity of the CRA and this Agreement.

20. Modifications. If, notwithstanding Section 16 of this Agreement, it becomes necessary to modify the terms of this Agreement to reflect the exact legal and financing structure used by the Owners in developing, equipping and operating the Project, the Owners shall request an amendment to this Agreement.

21. Notices. Any notices, statements, acknowledgements, consents, approvals, certificates or requests required to be given on behalf of any party to this Agreement shall be made in writing addressed as follows and sent by (i) registered or certified mail, return receipt requested, and shall be deemed delivered when the return receipt is signed, refused or unclaimed, (ii) by nationally recognized overnight delivery courier service and shall be deemed delivered the next business day after acceptance by the courier service with instructions for next-business-day delivery, or (iii) by facsimile transmission and shall be deemed delivered upon receipt of confirmation of transmission:

If to the City, to:

With a copy to:

If to the Developer, to:

Douglas Swain, Vice President, General Manager
Opus Development Company, L.L.C.
8801 River Crossing Blvd., Suite 450
Indianapolis, IN 46240

With a copy to:

Opus Holding, L.L.C.
Attn. Legal Department
10350 Bren Road West
Minnetonka, MN 55343

or to any such other addresses as may be specified by any party, from time to time, by prior written notification.

22. R.C. Section 9.66 Covenants. Each of the Owners affirmatively covenants that it has made no false statements to the State or any local political subdivision in the process of obtaining approval of the CRA tax exemptions; and that it does not owe: (i) any delinquent taxes to the State or a political subdivision of the State; (ii) any moneys to the State or a State agency for the administration or enforcement of any environmental laws of the State; and (3) any other moneys to the State, a State agency or a political subdivision of the State that are past due, whether the amounts owed are being contested in a court of law or not. If any representative of any of the Owners has knowingly made a false statement to the State or any local political subdivision to obtain the CRA tax exemptions, such Owner shall be required to immediately return all benefits received by it under this Agreement pursuant to R.C. Section 9.66(C)(2) and such Owner shall be ineligible for any future economic development assistance from the State, any State agency or a political subdivision pursuant to R.C. Section 9.66(C)(1). Any person who provides a false statement to secure economic development assistance may be guilty of falsification, a misdemeanor of the first degree, pursuant to R.C. Section 2921.13(D)(1), which is punishable by a fine of not more than \$1,000 and/or a term of imprisonment of not more than six (6) months. Any such requirement to return benefits under this Agreement, and/or ineligibility for future economic development assistance, as provided in this Section, shall have no applicability to nor effect on Owners other than such violating Owner(s).

23. Annual Fee. The City agrees to waive the annual fee that would otherwise be required by Section 3735.671(D) of the Ohio Revised Code.

24. Notice of Vacancy. If at any time during the term of this Agreement any Owner shall receive notice from any Occupant that such Occupant shall vacate its right to occupy or use any portion of the Property, such Owner shall, within twenty (20) business days of its receipt of such notice, send such notice to the City in accordance with the provisions of this Agreement regarding notice.

25. Estoppel Certificate. Upon request of an Owner, the City shall execute and deliver to the Owner or any proposed purchaser, mortgagee or lessee a certificate stating: (a) that the Agreement is in full force and effect, if the same is true; (b) that the Owner is not in default under any of the terms, covenants or conditions of the Agreement, or if the Owner is in default, specifying same; and (c) such other matters as the Owner reasonably requests.

26. Entire Agreement. This Agreement and the Resolution constitute the entire agreement between the Developer and the City pertaining to the subject matter contained herein and therein and supersede all other prior or contemporaneous agreements or understandings between the Developer and the City in connection with such subject matter.

[Remainder of this Page Intentionally Left Blank.]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives to be effective as of _____.

CITY OF CANAL WINCHESTER, FRANKLIN AND FAIRFIELD COUNTIES, OHIO

By: _____
Michael Ebert, Mayor

By Resolution No. _____ dated _____, 20__
Verified and Certified:

Director of Finance

APPROVED AS TO FORM:

_____, Law Director

OPUS DEVELOPMENT COMPANY, L.L.C.

By: _____
Print Name: _____
Title: _____

STATE OF _____,

COUNTY OF _____, SS:

The foregoing instrument was signed and acknowledged before me this ___ day of _____, 20__, by Michael Ebert, the Mayor of the City of Canal Winchester, a municipal corporation of the State of Ohio, on behalf of the municipal corporation.

Notary Public

STATE OF _____,

COUNTY OF _____, SS:

The foregoing instrument was signed and acknowledged before me this ___ day of _____, 20__, by _____, the _____ of _____, a _____, on behalf of the _____.

Note: A copy of this Agreement must be forwarded to the Ohio Development Services Agency by the City within fifteen (15) days of execution.

APPROVAL OF BOARD OF EDUCATION

The Board of Education of the Canal Winchester Local School District hereby approves and consents to the foregoing Community Reinvestment Area Agreement.

**BOARD OF EDUCATION OF THE
CANAL WINCHESTER LOCAL SCHOOL DISTRICT**

By: _____

Print Name: _____

Title: _____ Superintendent _____

Date: _____

By: _____

Print Name: _____

Title: _____ Treasurer _____

Date: _____

DRAFT

EXHIBIT A
TO COMMUNITY REINVESTMENT AREA AGREEMENT

Legal Descriptions of Project Site

(attached hereto)

LEGAL DESCRIPTION

76.961 Acres

Situated in the State of Ohio, county of Franklin, City of Canal Winchester, Section 24, Township 11, Range 21, Congress Lands and being all of those tracts of land as conveyed to Gender/Thirty-three of record in Official Record 11357F13, Official Record 11357F16 and Official Record 27286D07; all deed references refer to the records of The Recorder's Office, Franklin County, Ohio and described as follows:

Beginning for reference at F.C.G.S. Monument 2270 reset located at the intersection of the northerly right-of-way line of Winchester Boulevard extended, also being the southerly line of said Section 24, with the centerline of Gender Road;

Thence North 85°45'23" West with said northerly right-of-way line and said southerly section line a distance of 1231.68 feet to an iron pin set at the southwesterly corner of a 14.828 acre tract as conveyed to Winchester Square LLC of record in Instrument Number 200412200286893, the northwesterly corner of that 2.119 acre tract as conveyed to the Village of Canal Winchester of record in Official Record 31057H09, and the northeasterly corner of that 0.629 tract as conveyed to the City of Canal Winchester of record in Instrument Number 201608180109326, at the **True Point of Beginning** for the description;

Thence North 85°45'23" West continuing with said southerly section line, partly with northerly line of said 0.629 acre tract, a distance of 415.05 feet to an iron pin set at the northwesterly corner of said 0.629 acre tract and the northeasterly corner of the remainder of that original 3.924 acre tract as conveyed to Gender/Thirty-Three of record in Official Record 27286D07;

Thence South 04°14'37" West with the westerly line of said 0.629 acre tract, a distance of 66.00 feet to a 13/16" pipe with a EMH&T cap at a corner thereof, a northwesterly corner of that 2.679 acre tract as conveyed to Winchester Office Park LLC of record in Instrument Number 201602230021315 and a northeasterly corner of that 11.280 acre tract as conveyed to Phele Investment of record in Instrument Number 201706150081040;

Thence North 85°45'23" West with a northerly line of said 11.280 acre tract, a distance of 778.26 feet to an iron pin set at a corner thereof;

Thence North 04°14'37" East with a westerly line of said 11.280 acre tract, a distance of 66.00 feet to an iron pin set at a corner thereof and the northwesterly corner of said remainder of that original 3.924 acre tract;

Thence North 85°45'23" West with the northerly line of said 11.280 acre tract, a distance of 300.00 feet to a 13/16" pipe with an EMH&T cap at the northwesterly corner of said 11.280 acre tract and the northeasterly corner of a 78.384 acre tract as conveyed to Baker Levin Farms, LLC of record in Instrument Number 200704240071166, the southeasterly corner of a 134.50 acre tract as conveyed to Baker Levin Farms, LLC of record in Instrument Number 200704240071166, also being the southwesterly corner of Section 24 at its common corner with Sections 23, 25, and 26;

Thence North 4°26'33" East with the easterly line of said 134.50 acre tract and the common line between Section 24 and 23 a distance of 1597.99 feet to a 13/16" pipe with an EMH&T cap at an angle point in said line;

Thence North 4°20'59" East partly with the easterly line of said 134.50 acre tract and partly with the easterly line of a 20.1366 acre tract as conveyed to Dill's Realty LLC of record in Instrument Number 200111050255847, and the common line between sections 24 and 23, passing a 3/4" pipe found no cap at a corner thereof in the southerly limited access right-of-way line of U.S. Route 33 as recorded in Deed Book 2390, page 592, Parcel 69LA at 866.30 feet, a total distance of 1003.99 feet to an iron pin set in the centerline of said U.S. Route 33 and at a southwesterly corner of that 41.990 acre tract as conveyed to The Mountain Agency, LLC of record in Instrument Number 201110030124958;

Thence with said centerline and the southerly line of said 41.990 acre tract, the following courses:

South 61°15'27" East a distance of 2181.96 feet to an iron pin set;

South 68°29'07" East a distance of 332.64 feet to an iron pin set at a corner thereof and on the northerly line of that original 89.393 acre tract as conveyed to the Winchester Land Company of record in D.B. 3194, Pg. 681;

Thence North 85°45'42" West with the said northerly line, a distance of 468.51 feet to a 5/8" rebar found with a Preferred Surveying Company cap at an angle point in the said southerly limited access right-of-way line of said U.S. Route 33 and the northerly line of that 11.315 acre tract as conveyed to HD Development of Maryland Inc. of record in Instrument Number 200707020115156;

Thence with the said southerly limited access right-of-way line and the said northerly line the following courses:

North 49°06'05" West a distance of 173.99 feet to a 5/8" rebar found with a Preferred Surveying Company cap;

A curve to the left having a radius of 12402.67 feet, with a delta of 0°44'23", subtended by a chord which bears North 63°11'48" West, a chord distances of 160.13 feet, with an arc length of 160.13 feet to a 5/8" rebar found with a Preferred Surveying Company cap at a corner of said 11.315 acre tract;

LEGAL DESCRIPTION

76.961 Acres

Thence with the westerly line of said 11.315 acre tract the following courses:

South 26°59'54" West a distance of 217.80 feet to an iron pin set at a corner thereof;
North 84°57'47" West a distance of 134.89 feet to an iron pin set at a corner thereof;

Thence South 4°55'08" West partly with said westerly line and partly with the westerly line of a 6.395 acre tract as conveyed to Winchester Square LLC of record in Instrument Number 201412150165939 a distance of 822.51 feet to an iron pin set at a corner thereof;

Thence South 24°45'23" East partly with the westerly line of said 7.393 acre tract and partly with the westerly line of said 14.828 acre tract passing a 13/16" iron pipe found with the EMH&T cap at a distance of 162.39 feet a total distance of 345.56 feet to an iron pin set at a corner thereof;

Thence South 4°14'37" West with the westerly line of said 14.828 acre tract a distance of 440.00 feet to the **True Point of Beginning** and containing 76.961 acres of land more or less, 51.032 acres being out of PID 184-000532, 24.750 acres out of PID 184-000871 (6.551 acres in present road occupied) and 1.179 acres out of PID 184-001702.

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

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

The basis of bearing is based on a bearing of North 85°45'23" West for the southerly line of Section 24 as determined by GPS observation, based on NAD 83 (2011), Ohio State Plane South zone and post processed using an OPUS Solution.

CESO, Inc.

Jeffrey A. Miller PS
Registered Surveyor No.7211

Date 9/12/2018



EXHIBIT B
TO COMMUNITY REINVESTMENT AREA AGREEMENT

Application for Community Reinvestment Area Agreement

(attached hereto)



City of Canal Winchester
36 South High Street
Canal Winchester, Ohio 43110-1213
Office: (614) 837-7493 Fax: (614) 837-0145

**APPLICATION FOR TAX ABATEMENT
FOR COMMERCIAL AND/OR INDUSTRIAL PROPERTIES**

1. Name of Real Property Owner: Opus Development Company, L.L.C.
Mailing Address: 8801 River Crossing Blvd., Suite 450, Indianapolis, IN 46240
2. Project Name: N/A
Project Address: TBD (Parcel # 184-000532)
(Please attach map indicating location of property)
3. Nature of Commercial/Industrial Activity (manufacturing, distribution, wholesale, etc.):
Distribution

Primary 6-digit North American Industry Classification System (NAICS) #: 531120
Other relevant SIC numbers: _____
4. Exemption is requested for 1) new structure X or 2) remodeling X
Please provide brief description of project: (attach additional page if needed)
Developer proposes to establish in multiple phases a commerce center, including but not limited to distribution warehouse buildings together with related site improvements. The developer anticipates the full-build out of the site could include approximately 800,000 SF of space.
5. Market Value of existing facility (as determined for local property taxation):
N/A
6. Proposed amount to be invested by the enterprise in the project:
 - A. Acquisition of Buildings: \$ _____
 - B. Additions/New Construction: \$22,000,000
 - C. Improvements to existing building(s): \$ _____
 - D. Machinery & Equipment: \$ _____
 - E. Furniture & Equipment: \$ _____
 - F. Inventory: \$ _____
 - G. **Total New Project Investment:** \$22,000,000
7. Scheduled start and completion dates: Estimated to start July 2019 and estimated to be completed by August 31, 2020.
8. Real and Personal Property Tax Information:
 - Amount of real property taxes which would be due and payable on the assessed valuation of the parcel after completion of the construction/remodeling without the requested exemption:
\$450,000 (estimate)

- Amount of real property taxes which would be due and payable on any portion of the non-exempted portion of the assessed valuation of the newly constructed or remodeled structure after completion: \$0.
- Amount of personal property taxes which would be due and payable on tangible personal property located on the premises of the newly constructed or remodeled structure after completion of the construction /remodeling:
N/A (\$0).
- Amount of any cash payment to be made by the Real Property Owner to the local school district: \$40,000 per year, plus an annual amount equal to the positive difference, if any, between \$100,000 and the sum of the \$40,000 payment and the income tax payment from the City to the local school district paid for that year.

9. Amount and Term of Desired Exemption 100% for 15 years
Briefly describe how the project will contribute to the community's development objectives and the reasons for requesting tax incentives.
The project would develop a currently vacant property, bringing new jobs and revenue to the community. The project is anticipated to create approximately 80 new full-time permanent positions with a total annual payroll of approximately \$2.4M. As a result, the project will generate significant new income tax revenue for the City. The exemption would allow the Developer and the City to compete on a level playing field for jobs with other local and regional communities. The exemption would also allow the Developer to offset some of the significant upfront and recurring costs of the project, and make the project more financially viable over the long term.
10. Estimated number of employee positions to be **created** in the first year:
Full-time 20 Part-time 0 Temporary 0
11. Estimated number of employee positions to be **retained** in the first year:
Full-time N/A Part-time N/A Temporary N/A
12. Estimated number of employee positions to be created from year two until year three (estimate final year):
Full-time 60 Part-time 0 Temporary 0
13. Estimated total payroll attributed to employee positions listed in #10, #11, and #12 above:
\$2.4M
14. Is the Real Property for which an exemption is requested of Historical or Architectural Significance?
Yes _____ No X. If yes, please attach a written certificate from the society, association, agency or legislative authority that designated the structure as being of historical or architectural significance stating that the remodeling is historically or architecturally appropriate.
15. Is the property in compliance with applicable zoning restrictions? Yes X
No _____
16. Will the construction or remodeling result in the relocation of operations located elsewhere in the State of Ohio? Yes _____ No X
17. If the answer to question 16 is yes, are those operations presently receiving any real or personal property tax exemptions? Yes _____ No _____

18. Contact person regarding this information:

Name: Douglas Swain

Address: 8801 River Crossing Road, Indianapolis, IN

Phone Number: (317) 705-0444

Fax Number: _____

Email Address: douglas.swain@opus-group.com

I, the undersigned being the owner of the property listed above, do hereby seek application for tax exemption in the Community Reinvestment Area Program.



Signature of Property Owner

March 28, 2019

Date

Submission of this application expressly authorizes the City of Canal Winchester to contact the various State of Ohio Agencies to confirm statements contained within this application and to review applicable confidential records. As part of this application, the property owner may also be required to directly request from the Ohio Department of Taxation, or complete a waiver form allowing the Department of Taxation to release specific tax records to the local jurisdiction considering the request.

The Applicant agrees to supply additional information upon request.

The Applicant affirmatively covenants that the information contained in and submitted with this application is complete and correct and is aware of the ORC Sections 9.66(C) (1) and 2921.13(D) (1) penalties for falsification which could result in the forfeiture of all current and future economic development assistance benefits as well as a fine of not more than \$1,000 and/or a term of imprisonment of not more than six months.

Please note that copies of this proposal must be included in the finalized Community Reinvestment Area Agreement and be forwarded to the Ohio Department of Taxation and the Ohio Development Services Agency within fifteen (15) days of final approval.

CITY OF CANAL WINCHESTER Use Only

Tax District: _____

Parcel Number(s): _____

Project Description:

_____ a. Remodeling, costs greater than \$5,000

_____ b. New construction

Cost of Construction/Remodeling: _____

Date of Completion of Construction/Remodeling: _____

Date of Passage of Legislation Creating Applicable CRA: _____

I hereby certify that the project described herein meets all necessary requirements for the Community Reinvestment Area Program of the City of Canal Winchester, Ohio and that the City Council, through Ordinance _____, passed _____, has authorized the following tax exemption to commence in tax year _____.

_____ years _____ percentage
Address of Property

Housing Officer, City of Canal Winchester Date

Board of Education Action

Approval Required by Board of Education: Yes No

Notice Required to Board of Education: 45 days 14 days

Date Notice Provided: _____.

Date of Approval: _____

Date Certified Copy of Board Resolution Received: _____

Franklin County Auditor Use Only

Certificate Date by Franklin County Auditor: _____

EXHIBIT C.1
TO COMMUNITY REINVESTMENT AREA AGREEMENT

Form of Assignment and Assumption Agreement – Intra-Affiliated Group

PARTIAL ASSIGNMENT AND ASSUMPTION AGREEMENT

This PARTIAL ASSIGNMENT AND ASSUMPTION AGREEMENT (the “Agreement”) is made and entered into by and between the City of Canal Winchester (the “City”), a political subdivision of the State of Ohio, through the City of Canal Winchester City Council (the “Council”); _____, a _____ (the “Company”) and _____, a _____ (the “Successor”). Except as otherwise provided herein, capitalized terms used herein shall have the same meanings as in the Community Reinvestment Area Agreement between [Opus entity name], an _____ (“Developer”) and the City, dated _____ (the “CRA Agreement,” a copy of which is attached hereto as Exhibit A and incorporated herein).

WITNESSETH:

WHEREAS, pursuant to Ohio Revised Code (“R.C.”) Sections 3735.65 through 3735.70 (the “CRA Act”), the City, by Resolution No. _____, adopted by the Council on _____, _____, created the Route 33 Community Reinvestment Area (the “CRA”) to include the area specified in the Resolution as and authorized real property tax exemption for the construction of new structures and the remodeling of existing structures in the CRA in accordance with the CRA Act; and

WHEREAS, on _____, the Developer and the City entered into the CRA Agreement, concerning the development of a commerce center with related site improvements, at the Project Site as defined in the CRA Agreement (as particularly described in Exhibit A to the CRA Agreement); and

WHEREAS, by virtue of that certain _____ dated as of _____, 20__ (the “Transfer Instrument”), a copy of which is attached hereto as Exhibit B, the Successor has succeeded on _____, 20__ (the “Transfer Date”) to the interest of the Company (or a successor to the Company) in all or part of the Project Site or a Building at the Project Site (such transferred property may be referred to hereinafter as the “Transferred Property”); the Transferred Property acquired or leased by the Successor is identified in the Transfer Instrument; and

WHEREAS, the Successor wishes to obtain the benefits of the CRA Agreement, and, as agreed in the CRA Agreement, the City is willing to make these benefits available to the Successor on the terms set forth in the CRA Agreement as long as the Successor executes this Agreement and the Developer acknowledges its continued obligations under the CRA Agreement.

NOW, THEREFORE, in consideration of the circumstances described above, the covenants contained in the CRA Agreement, and the benefit to be derived by the Successor from the execution hereof, the parties hereto agree as follows:

1. From and after the Transfer Date, the Company hereby assigns (a) all of the obligations, agreements, covenants and restrictions set forth in the CRA Agreement to be performed and observed by the Owners with respect to the Transferred Property, and (b) all of the benefits of the CRA Agreement with respect to the Transferred Property. From and after the Transfer Date, the Successor hereby (i) agrees to be bound by, assume and perform, or ensure the performance of, all of the obligations, agreements, covenants and restrictions set forth in the CRA Agreement to be performed and observed by the Owners with respect to the Transferred Property; and (ii) certifies to the validity, as to the Successor as of the date of this Agreement, of all of the representations, warranties and covenants made by or required of the Owners that are contained in the CRA Agreement. Such obligations, agreements, covenants, restrictions, representations, and warranties include, but are not limited to, those contained in the following Sections of the CRA Agreement: Section 1 (“Project”), Section 4 (“Employee Positions”), Section 5 (“Provision of Information”), Section 7 (“Application for Exemption”), Section 8 (“Payment of Non-Exempt Taxes”), Section 11 (“Certification as to No Delinquent Taxes”), Section 14 (“Non-Discriminatory Hiring”), Section 19 (“Validity”), Section 22 (“R.C. Section 9.66 Covenants”), Section 23 (“Annual Fee”), and Section 24 (“Notice of Vacancy”). In addition, to supplement Section 1 and Section 4 of the CRA Agreement and to provide detailed job-creation and investment estimates, the Successor estimates that there will be created on the Transferred Property in 20__ approximately _____ full-time equivalent positions and that the total cost of construction of its portion of the Project [exceeds][is estimated to exceed] \$ _____. The Successor further represents that it currently has ___ full-time, ___ part-time, ___ permanent and ___ temporary positions at other sites in Ohio.

2. The Successor further certifies that, as required by R.C. Section 3735.671(E), (i) the Successor is not a party to a prior agreement granting an exemption from taxation for a structure in Ohio, at which structure the Successor has discontinued operations prior to the expiration of the term of that prior agreement and within the five (5) years immediately prior to the date of this Agreement, (ii) nor is Successor a “successor” to, nor “related member” of, a party as described in the foregoing clause (i). As used in this paragraph, the terms “successor” and “related member” have the meaning as prescribed in R.C. Section 3735.671(E).

3. The City agrees that as to the Transferred Property the Successor has and shall have all entitlements and rights to tax exemptions, and obligations, as both (a) an “Owner” under the CRA Agreement, and (b) in the same manner and with like effect as if the Successor had been an original signatory (i.e., the Developer) to the CRA Agreement.

4. Notices to the Successor with respect to the CRA Agreement shall be given as stated in Section 21 thereof, addressed as follows:

Phone: _____
Fax: _____

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives to be effective as of _____.

**THE CITY OF CANAL WINCHESTER, FRANKLIN AND FAIRFIELD COUNTIES,
OHIO**

By: _____

Print Name: _____

Title: _____

By Resolution No. _____ dated _____, 20__
Verified and Certified:

APPROVED AS TO FORM:

COMPANY

_____, a _____

By: _____

Print Name: _____

Title: _____

SUCCESSOR

_____ [name of Successor] _____

By: _____

Print Name: _____

Title: _____

ACKNOWLEDGMENT OF DEVELOPER

The Developer (as defined in the CRA Agreement) hereby confirms its obligations under the CRA Agreement and hereby (i) agrees to be bound by, assume and perform, or ensure the performance of, all of the obligations, agreements, covenants and restrictions set forth in the CRA Agreement to be performed and observed by the Developer (except to the extent to which such obligations, agreements, covenants, and restrictions are expressly assumed by the Successor and related to any Transferred Property); and (ii) certifies to the validity, as to the Developer as of the date of this Agreement, of all of the representations, warranties and covenants made by or required of the Developer that are contained in the CRA Agreement.

[OPUS ENTITY NAME]

By: _____

Print Name: _____

Title: _____

EXHIBIT A
TO ASSIGNMENT AND ASSUMPTION AGREEMENT

Copy of CRA Agreement

(attached hereto)

EXHIBIT B
TO ASSIGNMENT AND ASSUMPTION AGREEMENT

Copy of Instrument Conveying the Transferred Property

(attached hereto)

EXHIBIT C.2
TO COMMUNITY REINVESTMENT AREA AGREEMENT

Form of Assignment and Assumption Agreement – Third Party

PARTIAL ASSIGNMENT AND ASSUMPTION AGREEMENT

This PARTIAL ASSIGNMENT AND ASSUMPTION AGREEMENT (the “Agreement”) is made and entered into by and between the City of Canal Winchester (the “City”), a political subdivision of the State of Ohio, through the City of Canal Winchester City Council (the “Council”); _____, a _____ (the “Company”) and _____, a _____ (the “Successor”). Except as otherwise provided herein, capitalized terms used herein shall have the same meanings as in the Community Reinvestment Area Agreement between [Opus entity name], an _____ (“Developer”) and the City, made effective _____ (the “CRA Agreement,”) a copy of which is attached hereto as Exhibit A and incorporated herein.

WITNESSETH:

WHEREAS, pursuant to Ohio Revised Code (“R.C.”) Sections 3735.65 through 3735.70 (the “CRA Act”), the City, by Resolution No. _____, adopted by the Council on _____, _____, created the Route 33 Community Reinvestment Area (the “CRA”) to include the area specified in the Resolution as and authorized real property tax exemption for the construction of new structures and the remodeling of existing structures in the CRA in accordance with the CRA Act; and

WHEREAS, on _____, the Developer and the City entered into the CRA Agreement, concerning the development of a commerce center with related site improvements, at the Project Site as defined in the CRA Agreement (as particularly described in Exhibit A to the CRA Agreement); and

WHEREAS, by virtue of that certain _____ dated as of _____, 20__, the Company succeeded on _____, 20__ to the interest of the Developer in and to that certain portion of the Project Site hereinafter defined as the Transferred Property; and

WHEREAS, by virtue of that certain Partial Assignment and Assumption Agreement dated as of _____, 20__ (the “Initial Assignment”), a copy of which is attached hereto as Exhibit B and incorporated herein, the Company succeeded on the Transfer Date to the interest of Developer in and to the CRA Agreement with respect to the Transferred Property;

WHEREAS, by virtue of that certain _____ dated as of _____, 20__ (the “Transfer Instrument”), a copy of which is attached hereto as Exhibit C and incorporated herein, the Successor has succeeded on _____, 20__ (the “Transfer Date”) to the interest of the Company (or a successor to the Company) in all or part of

the Project Site or a Building at the Project Site (such transferred property may be referred to hereinafter as the “Transferred Property”); the Transferred Property acquired by the Successor is identified in the Transfer Instrument; and

WHEREAS, the Successor wishes to obtain the benefits of the CRA Agreement, and, as agreed in the CRA Agreement, the City is willing to make these benefits available to the Successor on the terms set forth in the CRA Agreement as long as the Successor executes this Agreement and the Developer acknowledges its continued obligations under the CRA Agreement.

NOW, THEREFORE, in consideration of the circumstances described above, the covenants contained in the CRA Agreement, and the benefit to be derived by the Successor from the execution hereof, the parties hereto agree as follows:

1. From and after the Transfer Date, the Company hereby assigns (a) all of the obligations, agreements, covenants and restrictions set forth in the CRA Agreement to be performed and observed by the Owners with respect to the Transferred Property, and (b) all of the benefits of the CRA Agreement with respect to the Transferred Property. From and after the Transfer Date, the Successor hereby (i) agrees to be bound by, assume and perform, or ensure the performance of, all of the obligations, agreements, covenants and restrictions set forth in the CRA Agreement to be performed and observed by the Owners with respect to the Transferred Property; and (ii) certifies to the validity, as to the Successor as of the date of this Agreement, of all of the representations, warranties and covenants made by or required of the Owners that are contained in the CRA Agreement. Such obligations, agreements, covenants, restrictions, representations, and warranties include, but are not limited to, those contained in the following Sections of the CRA Agreement: Section 1 (“Project”), Section 4 (“Employee Positions”), Section 5 (“Provision of Information”), Section 7 (“Application for Exemption”), Section 8 (“Payment of Non-Exempt Taxes”), Section 11 (“Certification as to No Delinquent Taxes”), Section 14 (“Non-Discriminatory Hiring”), Section 19 (“Validity”), Section 22 (“R.C. Section 9.66 Covenants”), Section 23 (“Annual Fee”), and Section 24 (“Notice of Vacancy”).

2. The City acknowledges through the Transfer Date that the CRA Agreement is in full force and effect [the following portion will be included if the facts support it][, confirms that the Company has complied with the CRA Agreement with regard to the Transferred Property,] and releases the Company from liability for any defaults occurring after the Transfer Date with regard to the Transferred Property.

3. The Successor further certifies that, as required by R.C. Section 3735.671(E), (i) the Successor is not a party to a prior agreement granting an exemption from taxation for a structure in Ohio, at which structure the Successor has discontinued operations prior to the expiration of the term of that prior agreement and within the five (5) years immediately prior to the date of this Agreement, (ii) nor is Successor a “successor” to, nor “related member” of, a party as described in the foregoing clause (i). As used in this paragraph, the terms “successor” and “related member” have the meaning as prescribed in R.C. Section 3735.671(E).

4. The City agrees that as to the Transferred Property the Successor has and shall have all entitlements and rights to tax exemptions, and obligations, as both (a) an "Owner" under the CRA Agreement, and (b) in the same manner and with like effect as if the Successor had been an original signatory (i.e., the Developer) to the CRA Agreement.

5. Notices to the Successor with respect to the CRA Agreement shall be given as stated in Section 21 thereof, addressed as follows:

Phone: _____
Fax: _____

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives to be effective as of _____.

**THE CITY OF CANAL WINCHESTER, FRANKLIN AND FAIRFIELD COUNTIES,
OHIO**

By: _____

Print Name: _____

Title: _____

By Resolution No. _____ dated _____, 20__

Verified and Certified:

APPROVED AS TO FORM:

COMPANY

_____, a _____

By: _____

Print Name: _____

Title: _____

SUCCESSOR

_____ [name of Successor] _____

By: _____

Print Name: _____

Title: _____

ACKNOWLEDGMENT OF DEVELOPER

The Developer (as defined in the CRA Agreement) hereby confirms its obligations under the CRA Agreement and hereby (i) agrees to be bound by, assume and perform, or ensure the performance of, all of the obligations, agreements, covenants and restrictions set forth in the CRA Agreement to be performed and observed by the Developer (except to the extent to which such obligations, agreements, covenants, and restrictions are expressly assumed by the Successor and related to any Transferred Property); and (ii) certifies to the validity, as to the Developer as of the date of this Agreement, of all of the representations, warranties and covenants made by or required of the Developer that are contained in the CRA Agreement.

[OPUS ENTITY NAME]

By: _____

Print Name: _____

Title: _____

EXHIBIT A
TO ASSIGNMENT AND ASSUMPTION AGREEMENT

Copy of CRA Agreement

(attached hereto)

EXHIBIT B
TO ASSIGNMENT AND ASSUMPTION AGREEMENT

Copy of the Initial Assignment

(attached hereto)

EXHIBIT C
TO ASSIGNMENT AND ASSUMPTION AGREEMENT

Copy of Instrument Conveying the Transferred Property

(attached hereto)

EXHIBIT C

SCHOOL COMPENSATION AGREEMENT

SCHOOL COMPENSATION AGREEMENT

THIS SCHOOL COMPENSATION AGREEMENT (the “Agreement”), made and entered into as of the ___ day of _____, 2019 (the “Effective Date”), by and between the CANAL WINCHESTER LOCAL SCHOOL DISTRICT, Franklin County and Fairfield County, Ohio, a local school district and political subdivision of the State of Ohio (“the School District”); the CITY OF CANAL WINCHESTER, Franklin County and Fairfield County, Ohio, a political subdivision and municipal corporation of the State of Ohio (the “City”); and OPUS DEVELOPMENT COMPANY, L.L.C., a Delaware limited liability company authorized to transact business in the State of Ohio (“Opus,” or collectively, with the City and School District, the “Parties”) and their respective successors and assigns.

WITNESSETH:

WHEREAS, the City, pursuant to Sections 3735.65 through 3735.70 of the Ohio Revised Code, established the Route 33 Community Reinvestment Area (“Route 33 CRA”) by Resolution No. 18-017, adopted October 15, 2018 and confirmed by the Director of the Development Services Agency on December 6, 2018; and

WHEREAS, within the Route 33 CRA, projects may obtain up to 100% exemption of real property taxes on the increase in the assessed valuation resulting from construction of commercial or industrial structures for a term of up to fifteen years and up to 50% exemption of real property taxes on the increase in assessed valuation of commercial or industrial structures after remodeling for a term of up to ten years; and

WHEREAS, per Resolution 18-017, and Section 3735.67 of the Ohio Revised Code, the percentage of tax exemption and its term is subject to negotiation on a case-by-case basis for commercial and industrial structures; and

WHEREAS, Opus desires to construct one or more commercial buildings (each individual building, with its related site improvements, may be referred to hereinafter from time to time as a “Building”) upon certain real property located within the Route 33 CRA and described in Exhibit A hereto (the “CRA Exempted Property”); and

WHEREAS, the planned improvements include the construction of approximately eight hundred thousand (800,000) square feet of one or more industrial Buildings on the CRA Exempted Property, with estimated creation after three years of approximately eighty (80) jobs and approximately Two Million, Four Hundred Thousand Dollars (\$2,400,000) in annual payroll; and

WHEREAS, Section 5709.82 of the Ohio Revised Code provides for school districts to enter into agreements for compensation in lieu of the real property tax revenue foregone as a result of a real property tax exemption associated with a community reinvestment area; and

WHEREAS, the Parties have negotiated a 100% tax exemption on the assessed valuation of the newly constructed Buildings and a 50% tax exemption on the increase in assessed valuation after remodeling of the newly constructed Buildings (collectively, the “CRA

Exemption”), for a term of fifteen years for each newly constructed Building and ten years for each remodeling of the newly constructed Building (collectively for each Building, the “CRA Exemption Period,” which CRA Exemption Period shall not be longer than fifteen years for any Building nor extend beyond tax year 2036), and subject to the terms of this Agreement and the CRA Agreement entered between Opus and the City; and

WHEREAS, the City, pursuant to Sections 5709.40(B), 5709.42, and 5709.43 of the Ohio Revised Code (collectively, “the TIF Statutes”), has adopted Ordinance No. 13-34, subsequently amended by Ordinance Nos. 16-037 and 17-059, to declare the increase in assessed value of certain tax parcels of real property (the “TIF Improvement,” with each tax parcel a “Parcel” or collectively the “Parcels”) located in a tax-increment financing area (“the TIF Area”) to be a public purpose; to exempt 100% of the TIF Improvement from real property taxation for a period not to exceed 30 years (the “TIF Exemption”); specifying public infrastructure improvements undertaken, in the process of being undertaken, or to be undertaken within the TIF Area; requiring owners of the Parcels subject to the TIF Exemption to make service payments in lieu of taxes (the “Service Payments”); providing for the School District to receive a portion of those Service Payments equivalent to the amounts that the School District would have received from real property taxation of the Parcels but for the TIF Exemption; and

WHEREAS, the Buildings to be constructed on the CRA Exempted Property are also within the TIF Area; and

WHEREAS, the TIF Exemption is subordinate to the CRA Exemption, pursuant to Ordinance No. 17-059, and will remain subordinate to the CRA Exemption, pursuant to Section 5709.911 of the Ohio Revised Code;

WHEREAS, the School District, by and through its Board of Education, has found and determined that this Agreement is in the best interests of the School District and its pupils, and by its Resolution No. 2019-22, adopted March 18, 2019, a true and accurate copy of which is attached hereto as Exhibit B, has approved and authorized the execution of this Agreement (the “School District Resolution”).

NOW, THEREFORE, in consideration of the promises and the mutual covenants hereinafter described, the School District, the City, and Opus agree as follows:

1. Approval of the CRA Exemption; Compensation to School District During the CRA Exemption Period.

(a) As provided in the School District Resolution, the School District approves the CRA Exemption, the CRA Exemption Period, and the related CRA Agreement.

(b) For each year during the fifteen (15)-year term that the CRA Exemption Period applies to the initial Building (the “Initial CRA Exemption Period”), Opus agrees to pay an annual sum of Forty Thousand Dollars and No/100 (\$40,000.00) to the School District as base compensation for the real property tax payments that the School District would have received from the Buildings but for the CRA Exemption (the “Base PILOT Payment”).

(c) Beginning in the fourth year of the Initial CRA Exemption Period, and continuing each year thereafter until the end of the Initial CRA Exemption Period (up to a maximum of twelve years), Opus agrees to pay an annual amount (the “Supplemental PILOT Payment”) equal to the positive difference, if any, between One Hundred Thousand Dollars and No/100 (\$100,000) and the sum of the Base PILOT Payment and the Income Tax Payment (defined below) to be paid for that year. The Base PILOT Payment and the Supplemental PILOT Payment shall collectively be referred to as the “PILOT Payments.” For the avoidance of doubt, the Parties acknowledge that there may be one or more years in which the Supplemental PILOT Payment is \$0, and the Parties acknowledge that if the Buildings are not completed at approximately the same time, there may be one or more years during the latter part of the CRA Exemption Period for which there will be no PILOT Payments (and for which the School District would receive the full property taxes from the initially constructed Building after the Initial CRA Exemption Period expires).

(d) For each year of the CRA Exemption Period for each Building, the City agrees to pay to the School District an amount equal to twenty-five percent (25%) of the City’s income tax receipts generated from activity that year at the Building, less any adjustments described in the below paragraph (the “Income Tax Payment”).

The Parties acknowledge and agree that this provision for income tax revenue sharing is intended to provide partial compensation to the School District to lessen the impact of the CRA Exemption. If the allocation of twenty-five percent (25%) of the income tax receipts generated from activity at the Building, in combination with the Base PILOT Payment from Opus to the School District under Section 1(b) of this Agreement, exceeds the annual amount of real property tax revenue the School District would have received from the Building notwithstanding the CRA Exemption, then the amount of the City’s Income Tax Payment obligation will be reduced such that the sum of the Base PILOT Payment and the Income Tax Payment does not exceed the annual amount of real property tax revenue that would have been generated by the Building notwithstanding the CRA Exemption.

(e) The School District agrees that the only compensation the School District will receive for lost revenues due to the CRA Exemption is set forth in this Agreement and that the School District shall not seek or be entitled to any other compensation from Opus or the City, unless otherwise mutually agreed to in writing signed by all Parties. Nothing in this Agreement shall be construed to pledge the full faith and credit of the City.

(f) The School District acknowledges and agrees that, during the CRA Exemption Period for a Building, there will be no Service Payments as to the assessed value of the Building due to the subordination of the TIF Exemption during the CRA Exemption Period.

(g) If any CRA Exemption Period is terminated early due to an Event of Default (as defined in Section 6 of this Agreement) by Opus and such default is not cured during any applicable grace period, the payment obligations of Opus and the City under this Agreement shall terminate after payments are made for the final tax year for which that CRA Exemption Period was in effect.

2. Payment of Compensation.

(a) The PILOT Payments shall be paid to the School District in the year following the tax year of the CRA Exemption Period to which they relate. For example: if the first year of the Initial CRA Exemption Period is tax year 2020, then: (i) the Base PILOT Payment for that year shall be payable to the School District in 2021; and (2) the first Supplemental PILOT Payment would not be owed until 2024 (for tax year 2023). For each year that a PILOT Payment is due, the City shall calculate the amount of the Supplemental PILOT Payment, if any, based on information provided in connection with annual reporting with respect to the CRA Exemption. By April 30 of each year, the City shall provide Opus with written notice specifying whether a Supplemental PILOT Payment is due and, if applicable, a calculation showing the amount of the Supplemental PILOT Payment. The notice also shall identify the total PILOT Payments due and include an invoice for that amount. Absent clear error, the PILOT Payments shall be paid by Opus to the School District by the later of June 1 or thirty (30) days after Opus' receipt of the notice and invoice. The School District shall provide Opus with a timely written receipt for each of the PILOT Payments that the School District receives.

(b) The Income Tax Payments shall be paid to the School District on or before December 31 of the year following the tax year of the CRA Exemption Period for which the income tax revenue was collected. For example: if the first year of the CRA Exemption Period is tax year 2020, then the Income Tax Payments attributable to activity at the Building during tax year 2020 shall be due to the School District on or before December 31, 2021.

(c) The method of payment for sums due under this Agreement shall be by check or wire transfer unless another method is mutually agreed upon between the Parties.

3. Late Payments. Any late payment shall bear interest at the then-current rate established under Section 5703.47 of the Ohio Revised Code, as the same may be amended from time to time, or any successor provisions thereto, as the same may be amended from time to time; otherwise, deferred payments due to unavailability of sufficient funds shall not incur interest, penalty, or other charges.

4. School District Consent and Waiver. The School District hereby acknowledges that it has received a copy of the CRA Agreement. In consideration of the execution of this Agreement, the School District hereby: (i) irrevocably approves all exemptions that may be granted pursuant to the CRA Agreement; (ii) irrevocably waives any notice requirements under Ohio law with respect to the CRA Agreement; and (iii) irrevocably waives any defects or irregularities relating to the CRA Agreement.

5. Notices. All notices, designations, certificates, requests, or other communications under this Agreement shall be sufficiently given and shall be deemed given when (a) delivered by commercial carrier service, or (b) mailed by certified mail, postage prepaid, addressed to the following addresses:

CANAL WINCHESTER
LOCAL SCHOOLS:

CITY OF CANAL
WINCHESTER:

If to OPUS DEVELOPMENT COMPANY, L.L.C., to:

Douglas Swain, Vice President, General Manager
Opus Development Company, L.L.C.
8801 River Crossing Blvd., Suite 450
Indianapolis, IN 46240

With a copy to:

Opus Holding, L.L.C.
Attn. Legal Department
10350 Bren Road West
Minnetonka, MN 55343

6. Notice of Default and Cure. A Party shall be in default of this Agreement if the Party fails to perform any material obligation under this Agreement and such failure continues uncured for more than thirty (30) days after receiving a written notice of default from any other Party (a "Default Notice"). Any such default which continues uncured beyond the thirty (30) day cure period above shall constitute an "Event of Default."

7. Limitation on Damages. No Party shall be liable for more than the sum of all payments owed by that Party under this Agreement. In no event will any Party be liable to another Party under this Agreement for any indirect, reliance, exemplary, incidental, speculative, punitive, special, consequential or similar damages that may arise in connection with this Agreement.

8. Duration of Agreement; Amendment. This Agreement shall become effective on the Effective Date after the Agreement is executed and delivered by all Parties and shall remain in effect for such period as the CRA Exemption is in effect with respect to the CRA Exempted Property. This Agreement may be amended only by mutual agreement of the Parties hereto. No amendment to this Agreement shall be effective unless it is contained in a written document approved through legal process and signed on behalf of all Parties hereto by duly authorized representatives.

9. Waiver. No waiver by any Party of the performance of any terms or provision hereof shall constitute, or be construed as, a continuing waiver of performance of the same or any other term or provision hereof

10. Merger; Entire Agreement. This Agreement sets forth the entire agreement and understanding between the Parties as to the subject matter contained herein and merges and supersedes all prior discussion, agreements, and undertakings of every kind and nature between the Parties with respect to the subject matter of this Agreement.

11. Assignment. This Agreement shall inure to the benefit of and shall be binding in accordance with its terms upon the School District, the City, and Opus, and their respective

successors and assigns. No Party shall assign this Agreement without the written consent of the other Parties, except that Opus may assign in whole or in part its rights and obligations under this Agreement without the written consent of the City or School District.

12. Severability. Should any portion of this Agreement be declared by the courts to be unconstitutional, invalid or otherwise unlawful, such decision shall not affect the entire agreement but only that part declared to be unconstitutional, invalid or illegal and this Agreement shall be construed in all respects as if any invalid portions were omitted.

13. Counterparts; Captions. This Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute one and the same Agreement. Captions have been provided herein for the convenience of the reader and shall not affect the construction of this Agreement.

14. Authority. The undersigned represent and warrant that they are agents of their respective Parties, duly authorized to execute this Agreement on behalf of said Parties.

15. Governing Law. This Agreement for all purposes shall be governed by and construed in accordance with the laws of the State of Ohio.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the School District, the City, and Opus have caused this Agreement to be executed in their respective names by their duly authorized officers all as of the date hereinbefore written.

CANAL WINCHESTER LOCAL SCHOOL DISTRICT

By: _____
Printed Name: _____
Title: _____

Authorized by Board Resolution No. _____
Approved _____, 2019_

CITY OF CANAL WINCHESTER, OHIO

By: _____
Printed Name: _____
Title: _____

Authorized by Ordinance No. _____
Approved _____, 2019

Approved as to Form:

Law Director

**OPUS DEVELOPMENT COMPANY,
L.L.C.**

By: _____
Printed Name: _____
Title: _____

STATE OF OHIO)
) ss:
COUNTY OF _____)

On this ____ day of _____, 2019, personally appeared before me, a Notary Public in and for the State of Ohio, the Canal Winchester Local School District, Franklin and Fairfield Counties, Ohio, by _____, known and known to be the _____ of said school district and duly authorized in the premises, who acknowledged the signing and sealing of the said School Compensation Agreement for himself/herself and on behalf of said school district, to be his/her voluntary act and deed, and the voluntary act and deed of said school district.

Notary Public

My Commission expires: _____

[Notary Seal]

DRAFT

STATE OF OHIO)
) ss:
COUNTY OF _____)

On this ____ day of _____, 2019, personally appeared before me, a Notary Public in and for the State of Ohio, the City of Canal Winchester, Franklin and Fairfield Counties, Ohio, by _____, known and known to be the _____ of said city and duly authorized in the premises, who acknowledged the signing and sealing of the said School Compensation Agreement for himself/herself and on behalf of said city, to be his/her voluntary act and deed, and the voluntary act and deed of said city.

Notary Public

My Commission expires: _____

[Notary Seal]

STATE OF OHIO)
) ss:
COUNTY OF _____)

On this ____ day of _____, 2019, personally appeared before me, a Notary Public in and for the State of Ohio, the Opus Development Company LLC, by _____, known and known to be the _____ of said limited liability company and duly authorized in the premises, who acknowledged the signing and sealing of the said School Compensation Agreement for himself/herself and on behalf of said limited liability company, to be his/her voluntary act and deed, and the voluntary act and deed of said limited liability company.

Notary Public

My Commission expires: _____

[Notary Seal]

DESCRIPTION OF THE PARCELS

Parcel No.

DRAFT

LEGAL DESCRIPTION

76.961 Acres

Situated in the State of Ohio, county of Franklin, City of Canal Winchester, Section 24, Township 11, Range 21, Congress Lands and being all of those tracts of land as conveyed to Gender/Thirty-three of record in Official Record 11357F13, Official Record 11357F16 and Official Record 27286D07; all deed references refer to the records of The Recorder's Office, Franklin County, Ohio and described as follows:

Beginning for reference at F.C.G.S. Monument 2270 reset located at the intersection of the northerly right-of-way line of Winchester Boulevard extended, also being the southerly line of said Section 24, with the centerline of Gender Road;

Thence North 85°45'23" West with said northerly right-of-way line and said southerly section line a distance of 1231.68 feet to an iron pin set at the southwesterly corner of a 14.828 acre tract as conveyed to Winchester Square LLC of record in Instrument Number 200412200286893, the northwesterly corner of that 2.119 acre tract as conveyed to the Village of Canal Winchester of record in Official Record 31057H09, and the northeasterly corner of that 0.629 tract as conveyed to the City of Canal Winchester of record in Instrument Number 201608180109326, at the **True Point of Beginning** for the description;

Thence North 85°45'23" West continuing with said southerly section line, partly with northerly line of said 0.629 acre tract, a distance of 415.05 feet to an iron pin set at the northwesterly corner of said 0.629 acre tract and the northeasterly corner of the remainder of that original 3.924 acre tract as conveyed to Gender/Thirty-Three of record in Official Record 27286D07;

Thence South 04°14'37" West with the westerly line of said 0.629 acre tract, a distance of 66.00 feet to a 13/16" pipe with a EMH&T cap at a corner thereof, a northwesterly corner of that 2.679 acre tract as conveyed to Winchester Office Park LLC of record in Instrument Number 201602230021315 and a northeasterly corner of that 11.280 acre tract as conveyed to Phele Investment of record in Instrument Number 201706150081040;

Thence North 85°45'23" West with a northerly line of said 11.280 acre tract, a distance of 778.26 feet to an iron pin set at a corner thereof;

Thence North 04°14'37" East with a westerly line of said 11.280 acre tract, a distance of 66.00 feet to an iron pin set at a corner thereof and the northwesterly corner of said remainder of that original 3.924 acre tract;

Thence North 85°45'23" West with the northerly line of said 11.280 acre tract, a distance of 300.00 feet to a 13/16" pipe with an EMH&T cap at the northwesterly corner of said 11.280 acre tract and the northeasterly corner of a 78.384 acre tract as conveyed to Baker Levin Farms, LLC of record in Instrument Number 200704240071166, the southeasterly corner of a 134.50 acre tract as conveyed to Baker Levin Farms, LLC of record in Instrument Number 200704240071166, also being the southwesterly corner of Section 24 at its common corner with Sections 23, 25, and 26;

Thence North 4°26'33" East with the easterly line of said 134.50 acre tract and the common line between Section 24 and 23 a distance of 1597.99 feet to a 13/16" pipe with an EMH&T cap at an angle point in said line;

Thence North 4°20'59" East partly with the easterly line of said 134.50 acre tract and partly with the easterly line of a 20.1366 acre tract as conveyed to Dill's Realty LLC of record in Instrument Number 200111050255847, and the common line between sections 24 and 23, passing a 3/4" pipe found no cap at a corner thereof in the southerly limited access right-of-way line of U.S. Route 33 as recorded in Deed Book 2390, page 592, Parcel 69LA at 866.30 feet, a total distance of 1003.99 feet to an iron pin set in the centerline of said U.S. Route 33 and at a southwesterly corner of that 41.990 acre tract as conveyed to The Mountain Agency, LLC of record in Instrument Number 201110030124958;

Thence with said centerline and the southerly line of said 41.990 acre tract, the following courses:

South 61°15'27" East a distance of 2181.96 feet to an iron pin set;

South 68°29'07" East a distance of 332.64 feet to an iron pin set at a corner thereof and on the northerly line of that original 89.393 acre tract as conveyed to the Winchester Land Company of record in D.B. 3194, Pg. 681;

Thence North 85°45'42" West with the said northerly line, a distance of 468.51 feet to a 5/8" rebar found with a Preferred Surveying Company cap at an angle point in the said southerly limited access right-of-way line of said U.S. Route 33 and the northerly line of that 11.315 acre tract as conveyed to HD Development of Maryland Inc. of record in Instrument Number 200707020115156;

Thence with the said southerly limited access right-of-way line and the said northerly line the following courses:

North 49°06'05" West a distance of 173.99 feet to a 5/8" rebar found with a Preferred Surveying Company cap;

A curve to the left having a radius of 12402.67 feet, with a delta of 0°44'23", subtended by a chord which bears North 63°11'48" West, a chord distances of 160.13 feet, with an arc length of 160.13 feet to a 5/8" rebar found with a Preferred Surveying Company cap at a corner of said 11.315 acre tract;

LEGAL DESCRIPTION

76.961 Acres

Thence with the westerly line of said 11.315 acre tract the following courses:

South 26°59'54" West a distance of 217.80 feet to an iron pin set at a corner thereof;
North 84°57'47" West a distance of 134.89 feet to an iron pin set at a corner thereof;

Thence South 4°55'08" West partly with said westerly line and partly with the westerly line of a 6.395 acre tract as conveyed to Winchester Square LLC of record in Instrument Number 201412150165939 a distance of 822.51 feet to an iron pin set at a corner thereof;

Thence South 24°45'23" East partly with the westerly line of said 7.393 acre tract and partly with the westerly line of said 14.828 acre tract passing a 13/16" iron pipe found with the EMH&T cap at a distance of 162.39 feet a total distance of 345.56 feet to an iron pin set at a corner thereof;

Thence South 4°14'37" West with the westerly line of said 14.828 acre tract a distance of 440.00 feet to the **True Point of Beginning** and containing 76.961 acres of land more or less, 51.032 acres being out of PID 184-000532, 24.750 acres out of PID 184-000871 (6.551 acres in present road occupied) and 1.179 acres out of PID 184-001702.

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

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

The basis of bearing is based on a bearing of North 85°45'23" West for the southerly line of Section 24 as determined by GPS observation, based on NAD 83 (2011), Ohio State Plane South zone and post processed using an OPUS Solution.

CESO, Inc.

Jeffrey A. Miller PS
Registered Surveyor No.7211

Date 9/12/2018



SCHOOL DISTRICT RESOLUTION

0128850.0615530 4824-1178-4073v1

DRAFT

RESOLUTION NO. 2019-22

A RESOLUTION TO APPROVE A COMMUNITY REINVESTMENT AREA AGREEMENT IN THE ROUTE 33 COMMUNITY REINVESTMENT AREA AND A SCHOOL COMPENSATION AGREEMENT, AND WAIVING THE FORTY-FIVE DAY NOTICE PERIOD UNDER SECTION 3735.671 OF THE OHIO REVISED CODE

WHEREAS, the Council of the City of Canal Winchester (“the City”), pursuant to Sections 3735.65 through 3735.70 of the Ohio Revised Code, established the Route 33 Community Reinvestment Area (“Route 33 CRA”) by Resolution No. 18-017, adopted October 15, 2018 and confirmed by the Director of the Development Services Agency on December 6, 2018; and

WHEREAS, to encourage investment and economic development within the Route 33 CRA, projects may obtain up to 100% exemption of real property taxes on the increase in the assessed valuation resulting from construction of commercial or industrial structures for a term of up to fifteen years and up to 50% exemption of real property taxes on the increase in assessed valuation of commercial or industrial structures after remodeling for a term of up to ten years, subject to the City and prospective developers agreeing upon terms for such exemptions; and

WHEREAS, Winchester Logistics, L.L.C. (“Developer”), desires to construct one or more commercial or industrial buildings (each individual building, with its related site improvements, may be referred to hereinafter from time to time as a “Building”) upon certain real property located within the Route 33 CRA and described in Exhibit A hereto (the “CRA Exempted Property”); and

WHEREAS, the CRA Exempted Property is within the territory of the Canal Winchester Local School District (“the School District”); and

WHEREAS, the planned Buildings include the construction of approximately eight hundred thousand (800,000) square feet of one or more commercial or industrial Buildings on the CRA Exempted Property, with estimated creation after three years of approximately eighty (80) jobs and approximately Two Million, Four Hundred Thousand Dollars (\$2,400,000) in annual payroll; and

WHEREAS, the City and Developer have negotiated an agreement (the “CRA Agreement”) for 100% tax exemption on the assessed valuation of the newly constructed Buildings and a 50% tax exemption on the increase in assessed valuation after remodeling of the newly constructed Buildings (collectively, the “CRA Exemption”), for a term of fifteen years for each newly constructed Building and ten years for each remodeling of the newly constructed Building (collectively for each Building, the “CRA Exemption Period,” which CRA Exemption Period shall not be longer than fifteen years for any Building nor extend beyond tax year 2036); and

WHEREAS, the School District has received a draft copy of the CRA Agreement prior to its execution; and

WHEREAS, Section 5709.82 of the Ohio Revised Code provides for school districts to enter into agreements for compensation in lieu of the real property tax revenue foregone as a result of a real property tax exemption associated with a community reinvestment area; and

WHEREAS, the City, Developer, and the Canal Winchester Local School District have negotiated an agreement to compensate the School District in lieu of taxes it would have received but for the CRA Exemption (the “School Compensation Agreement”); and

WHEREAS, the Board of Education of the School District determines that approval of the CRA Agreement and the School Compensation Agreement, and the waiver of statutory notice procedures, serves the interest of the School District by encouraging economic development of real property within the School District;

NOW, THEREFORE BE IT RESOLVED by the Board of Education of the Canal Winchester Local School District, Fairfield and Franklin Counties, Ohio, five of its five members concurring:

SECTION 1. That the Board hereby approves the CRA Agreement and the CRA Exemption provided to Developer pursuant to the CRA Agreement, provided that the final executed version of the CRA Agreement shall be in substantially the form received by the School District and attached hereto as Exhibit A, and further provided that the School Compensation Agreement be entered between the School District, the City, and Developer, consistent with Section 2 of this Resolution.

SECTION 2. That the Board hereby authorizes the Superintendent and Treasurer to execute on behalf of the School District the School Compensation Agreement, which shall be in substantially the same form as the draft attached hereto as Exhibit B.

SECTION 3. That the Board hereby waives all notice requirements under Sections 3735.671(A)(1) and 5709.83 of the Ohio Revised Code with respect to the CRA Agreement and the CRA Exemption.

SECTION 4. That the Board hereby finds that all formal actions and deliberations of this Board concerning and relating to the passage of this resolution were made in an open meeting of this Board.

SECTION 5. The Superintendent and the Treasurer are authorized and directed to promptly certify a copy of this resolution to the City, and otherwise to provide such information or certificates, and enter into such instruments, as are necessary to carry out the terms of the School Compensation Agreement and the CRA Agreement. The Board acknowledges that the City will rely upon this resolution when executing

the CRA Agreement and granting the CRA Exemption, and the Board represents that it will not repeal or modify this resolution.

SECTION 6. This resolution shall be effective immediately upon its adoption.

0128850.0615530 4831-1786-1514v1

ORDINANCE NO. 19-022

AN ORDINANCE TO AUTHORIZE THE MAYOR CONVEY A TRACT OF LAND CONSISTING OF LOTS SIX (6), SEVEN (7) AND EIGHT (8) AND PART OF LOT (10) IN THE DANIEL BERGSTRESSER SUBDIVISION TO THE CANAL WINCHESTER INDUSTRY AND COMMERCE CORPORATION TO PROVIDE FOR ITS SUBSEQUENT LEASE TO TRINE FAIRFIELD LLC, AND TO DECLARE AN EMERGENCY

WHEREAS, Trine Fairfield desires to enter into a ground lease of Lots Six (6), Seven (7) and Eight (8) and a portion of Lot (10) of the Daniel Bergstresser Subdivision ("18 and 26 West Waterloo Street"), as described with more particularity in the legal description attached hereto as Exhibit A and incorporated herein by reference, which land is owned by the City of Canal Winchester for construction of a new mixed-use facility; and

WHEREAS, the City hereby finds and determines that 18 and 26 West Waterloo Street is not required by the City for its purposes, and the conveyance of such land to the Canal Winchester Industry and Commerce Corporation will promote the welfare of the residents of the City, stabilize the economy, and assist in the development of industrial, commercial, distribution and research activities to the benefit of the residents of the City; and

WHEREAS, such transfer is authorized and permitted by the Charter and Ordinances of the City of Canal Winchester and pursuant to Chapters 1724 and 1761 of the Ohio Revised Code; and

WHEREAS, this conveyance is hereby authorized without advertisement and receipt of bids;

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF CANAL WINCHESTER, OHIO:

Section 1. That the Mayor be and hereby is authorized and directed to convey 18 and 26 West Waterloo Street by suitable deed of conveyance to the Canal Winchester Industry and Commerce Corporation, so as to provide for the performance of a Lease Agreement by and among the Canal Winchester Industry and Commerce Corporation and Trine Fairfield LLC.

Section 2. That this Ordinance is hereby declared to be an emergency measure necessary for the public health, safety and welfare, such emergency arising from the exigencies of the lease agreement and the need to immediately begin preparations for the transfer of the land; WHEREFORE, this Ordinance shall take effect and be in force from and after its passage.

DATE PASSED _____

PRESIDENT OF COUNCIL

ATTEST _____

CLERK OF COUNCIL

MAYOR

DATE APPROVED _____

APPROVED AS TO FORM:

LEGAL COUNSEL

I hereby certify that the ordinance as set forth above was published for a period of not less than fifteen days after passage by the Council, by posting a copy thereof in not less than three (3) public places in the municipal corporation, as determined by Council and as set forth in the Canal Winchester Charter.

Finance Director/Clerk of Council

EXHIBIT A

LEGAL DESCRIPTION OF PREMISES

Situated in the County of Franklin in the State of Ohio and in the Village of Canal Winchester and bounded and described as follows:

Parcel 1: Being Lots Numbers Seven (7) and Eight (8) in the DANIEL BERGSTRESSER SUBDIVISION in the Village of Canal Winchester, as the said lots are numbered and shown on the plat of said Subdivision, of record in Plat Book Number Ten (10), page 290, in the office of the Recorder of Franklin County, Ohio.

Parcel 2: Being a part of Lot Number Ten (10) in DANIEL BERGSTRESSER'S SUBDIVISION, as the same lot is numbered and delineated on the plat of said subdivision of record in Plat Book Number Ten (10), at page Two Hundred Ninety (290), in the office of the Recorder of Franklin County, Ohio, and being more particularly described as follows:

Beginning at the southwest corner of Lot Number (10) said point being 13.29 feet more or less from an iron pin at the southwest corner of Lot Number Eight (8); thence northerly along the westerly line of Lot Number (10) 70.62 feet more or less to a point, said point being the northwest corner of Lot Number (10); thence easterly along the northerly line of Lot Number Ten (10) 24.13 feet more or less to a point, said point being the northwest corner of the tract conveyed to Bird E. and Lula B. Schirm by warranty deed recorded in Deed Book 1723, page 313 Franklin County Recorder's Office, thence southerly along the westerly line of said Schirm tract and parallel to the westerly line of Lot Number Ten (10) to a point, said point being on the southerly line of Lot Number Ten (10) and 117.51 feet more or less from the southeast corner of Lot Number Ten (10); thence westerly along the southerly line of Lot Number Ten (10) 27.33 feet more or less to the place of the beginning.

Parcel Number 184-000163

N-001
ALL OF
(184

AND

Situated in the County of Franklin, in the State of Ohio and the City of Canal Winchester:

Being Lot Number Six (6) in DANIEL BERGSTRESSER'S SUBDIVISION, as the same is numbered and delineated upon the recorded plat thereof, of record in Plat Book 10, Page 290, Recorder's Office, Franklin County, Ohio.

Tax Parcel No.: 184-000162-00

Property Address: 26 West Waterloo Street, Canal Winchester, OH 43110

ORDINANCE NO.19-023

AN ORDINANCE TO DEDICATE LITHOPOLIS-WINCHESTER RD. RIGHT-OF-WAY

WHEREAS, the city, as owner of property located on Lithopolis-Winchester Rd. identified as Parcel No. 184-000839; desires to dedicate a 0.434-acre portion and a 2.164-acre portion of the property for road right-of-way purposes; and,

WHEREAS, the Director of Public Service recommends dedication of the property for right-of-way use.

NOW THEREFORE BE IT ORDAINED BY THE COUNCIL OF THE CITY OF CANAL WINCHESTER, STATE OF OHIO:

SECTION 1. That Council does hereby dedicate a 0.434-acre portion and a 2.164-acre portion of the property, described in Exhibits A and C and depicted in Exhibits B and D, for road right-of-way purposes.

SECTION 2. That Council hereby authorizes and directs the Law Director to record an appropriate General Warranty Deed, evidencing the acceptance of the road right-of-way dedication as authorized herein.

SECTION 3. That this Ordinance shall take effect and be in force from and after the earliest period allowed by law.

DATE PASSED _____

PRESIDENT OF COUNCIL

ATTEST _____
CLERK OF COUNCIL

MAYOR

DATE APPROVED _____

APPROVED AS TO FORM:

LEGAL COUNSEL

I hereby certify that the ordinance as set forth above was published for a period of not less than fifteen days after passage by the Council, by posting a copy thereof in not less than three (3) public places in the municipal corporation, as determined by Council and as set forth in the Canal Winchester Charter.

Finance Director/Clerk of Council

March 05, 2019

**DESCRIPTION OF A 0.434 ACRE TRACT
ALONG LITHOPOLIS-WINCHESTER ROAD, NORTH OF WINCHESTER ROAD NW,
CITY OF CANAL WINCHESTER, FRANKLIN, CO., OHIO**

Situated in the State of Ohio, County of Franklin, City of Canal Winchester, in Section 31, Township 15 North, Range 20 West, Congress Lands and being a portion of an original 3.5 acre tract of land conveyed, as Tract 1, to the City of Canal Winchester by deed of record in Instrument No. 201708140111562, all records referenced to the Recorder's Office, Franklin County, Ohio, and bounded and described as follows:

Beginning at a MAG nail set in the centerline of Lithopolis-Winchester Road (FRA-C.R. 225/FAI C.R. 6) ~ variable width, in the east line of Section 31, Township 15 North, Range 20 West, in the west line of Section 32, Township 15 North, Range 20 West, in an east line of the Franklin County Line, in a west line of the Fairfield County Line, in the east line of said original 3.5 acre tract and at the Northeast corner of a 0.445 acre tract of land conveyed, partially out of said original 3.5 acre tract as Parcel 1-WD for Lithopolis-Winchester Road roadway purposes, to Franklin County Commissioners, by deed of record in Instrument No. 201205290074880, said MAG nail being N 04° 47' 35" E a distance of 385.00 feet from Franklin County Monument FCGS 7761 Reset found at the intersection of the centerline of Lithopolis-Winchester Road with the centerline of Winchester Road NW;

thence N 85° 12' 25" W crossing said original 3.5 acre tract and along a portion of the north line of said 0.445 acre tract a distance of 50.00 feet to a 3/4" I.D. iron pipe set;

thence N 04° 47' 35" E crossing a portion of said original 3.5 acre tract and parallel with and fifty (50) feet westerly by perpendicular measurement from the centerline of Lithopolis-Winchester Road a distance of 377.38 feet to a 3/4" I.D. iron pipe set in the north line of said original 3.5 acre tract, in the north line of said Section 31, in the south line of Section 30, Township 15 North, Range 20 West and in the south line of Lot No. 4 as shown upon the plat entitled Plat of Ruben Doves Addition, of record in Plat Book 3, Page 143, said Lot No. 4 being a portion of a tract of land conveyed to the City of Canal Winchester, by deed of record in Instrument No. 201708140111562;

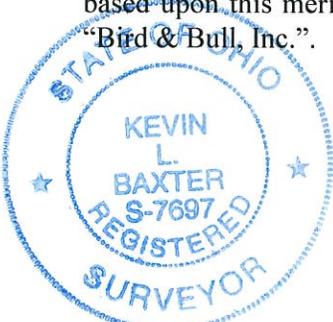
thence S 85° 49' 06" E along a portion of the north line of said original 3.5 acre tract, along a portion of the north line of said Section 31, along a portion of the south line of said Section 30 and along a portion of the south line of said Lot No. 4 a distance of 50.00 feet to a MAG nail set in the centerline of Lithopolis-Winchester Road (FRA-C.R. 225/FAI C.R. 6), at a common corner of said Section 31, said Section 30, Section 29 and Section 32, both of Township 15 North, Range 20 West, in an east line of the Franklin County Line, in a west line of the Fairfield County Line and at the northeast corner of said original 3.5 acre tract;

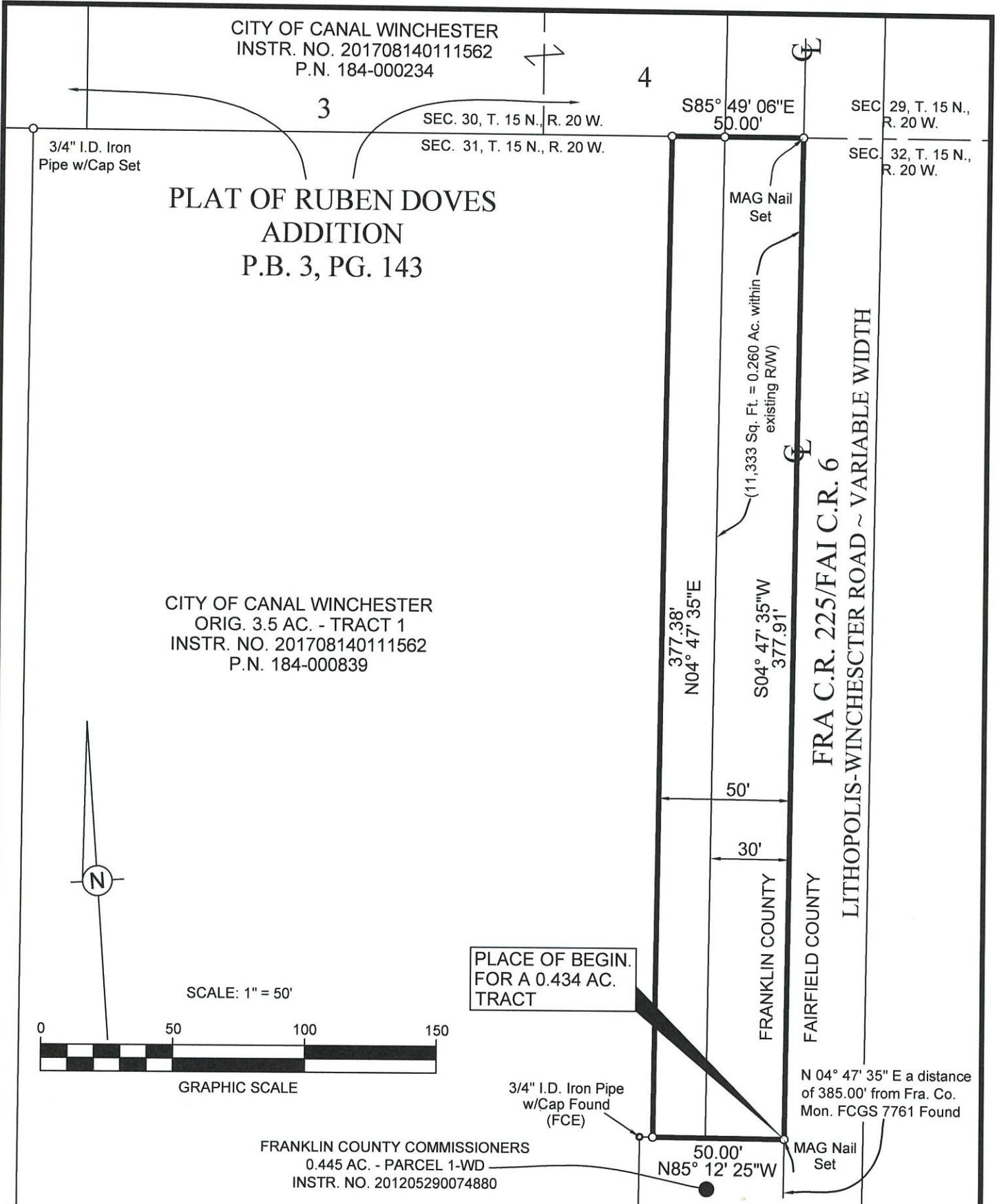
thence S 04° 47' 35" W along the centerline of Lithopolis-Winchester Road (FRA-C.R. 225/FAI C.R. 6), along a portion of the east line of said Section 31, along a portion of the west line of said Section 32, along a portion of the east line of the Franklin County Line, along a portion of the west line of the Fairfield County Line and along a portion of the east line of said original 3.5 acre tract a distance of 377.91 feet to the place of beginning;

containing 18,882 square feet (= 0.434 acre) of land more or less and being subject to all highways, easements and restrictions of record. Of said 0.434 acre, 11,333 square feet (= 0.260 acre) is within the current right-of-way line of Lithopolis-Winchester Road;

The above description was prepared by Kevin L. Baxter, Ohio Surveyor No. 7697, of C.F. Bird & R.J. Bull, Inc., Consulting Engineers & Surveyors, Columbus, Ohio, from an actual field survey in April, 2018. Basis of bearings is the centerline of Lithopolis-Winchester Road (north from Winchester Road NW), being N 04° 47' 35" E, derived from VRS observations referencing monument, PID designation of AJ7184 and CORS_ID of COLB, Ohio South Zone, NAD 83 (2011 Adj.), and all other bearings are based upon this meridian. All 3/4" I.D. iron pipe set are 30" in length and have a plastic cap stamped "Bird & Bull, Inc.".

Kevin L. Baxter
Kevin L. Baxter ~ Ohio Surveyor #7697





BASIS OF BEARINGS: Basis of bearings is the centerline of Lithopolis-Winchester Road (north from Winchester Road NW), being N 04° 47' 35" E, derived from VRS observations referencing monument, PID designation of AJ7184 and CORS_ID of COLB, Ohio South Zone, NAD 83 (2011 Adj.), and all other bearings are based upon this meridian.

—○— 3/4" I.D. Iron Pipe Set, 30" in length, w/Cap Stamped "BIRD & BULL, INC." Unless Otherwise Shown.

**EXHIBIT OF A 0.434 ACRE TRACT,
ALONG LITHOPOLIS-WINCHESTER ROAD,
NORTH OF WINCHESTER ROAD NW,
CITY OF CANAL WINCHESTER, FRANKLIN CO., OHIO
(SECTION 31, T. 15 N., R. 20 W., CONGRESS LANDS)**

SCALE: 1" = 50'
3500 Snouffer Road, Ste. 225
Columbus, Ohio 43235
Ph: (614) 761-1661

By Kevin L. Baxter MARCH 05, 2019
Kevin L. Baxter ~ Ohio Surveyor No. 7697



H:\Jobs\2017172\CADD\Survey\Exhibit\McGill Park R. W.dwg 03/05/2019

March 05, 2019

**DESCRIPTION OF A 2.164 ACRE TRACT
ALONG LITHOPOLIS-WINCHESTER ROAD, SOUTH OF WINCHESTER ROAD NW,
CITY OF CANAL WINCHESTER, FRANKLIN, CO., OHIO**

Situated in the State of Ohio, County of Franklin, City of Canal Winchester, in Section 31, Township 15 North, Range 20 West, Congress Lands and being a portion of an original 80 acre tract of land conveyed, as Tract 2, to the City of Canal Winchester by deed of record in Instrument No. 201708140111562, all records referenced to the Recorder's Office, Franklin County, Ohio, and bounded and described as follows:

Beginning at a MAG nail set in the centerline of Lithopolis-Winchester Road (FRA-C.R. 225/FAI C.R. 6) ~ variable width, in the east line of said Section 31, in the west line of Section 32, Township 15 North, Range 20 West, in an east line of the Franklin County Line, in a west line of the Fairfield County Line, in the east line of said original 80 acre tract and at the southeast corner of a 0.445 acre tract of land conveyed, partially out of said original 80 acre tract as Parcel 1-WD for Lithopolis-Winchester Road roadway purposes, to Franklin County Commissioners, by deed of record in Instrument No. 201205290074880, said MAG nail being S 04° 46' 53" W a distance of 49.96 feet from Franklin County Monument FCGS 7761 Reset found at the intersection of the centerline of Lithopolis-Winchester Road with the centerline of Winchester Road NW;

thence S 04° 46' 53" W along the centerline of Lithopolis-Winchester Road (FRA-C.R. 225/FAI C.R. 6), along a portion of the east line of said Section 31, along a portion of the west line of said Section 32, along a portion of the east line of the Franklin County Line, along a portion of the west line of the Fairfield County Line and along a portion of the east line of said original 80 acre tract a distance of 1,867.84 feet to a rail road spike previously set at the southeast corner of said original 80 acre tract and at the northeast corner of a 2.000 acre tract of land conveyed to Stephen E. & Deborah L. Thompson, by deed of record in Official Record 11684, Page G 09;

thence N 85° 47' 28" W along a portion of the south line of said original 80 acre tract and along a portion of the north line of said 2.000 acre tract a distance of 50.00 feet to a 3/4" I.D. iron pipe set;

thence N 04° 46' 53" E crossing a portion of said original 80 acre tract and parallel with and fifty (50) feet westerly by perpendicular measurement from the centerline of Lithopolis-Winchester Road a distance of 1,952.35 feet to a 3/4" I.D. iron pipe set in the southwesterly line of said 0.445 acre tract

thence S 08° 36' 35" E crossing a portion of said original 80 acre tract and along a portion of the southwesterly line of said 0.445 acre tract a distance of 86.36 feet to a 3/4" I.D. iron pipe with cap found (FCE) at a southwest corner of said 0.445 acre tract;

thence S 85° 13' 07" E crossing a portion of said original 80 acre tract and along the south line of said 0.445 acre tract a distance of 30.00 feet to the place of beginning;

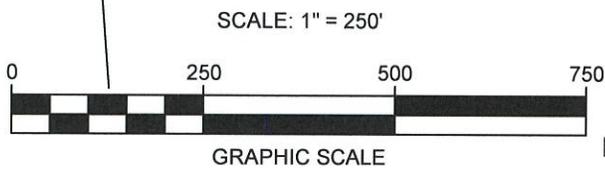
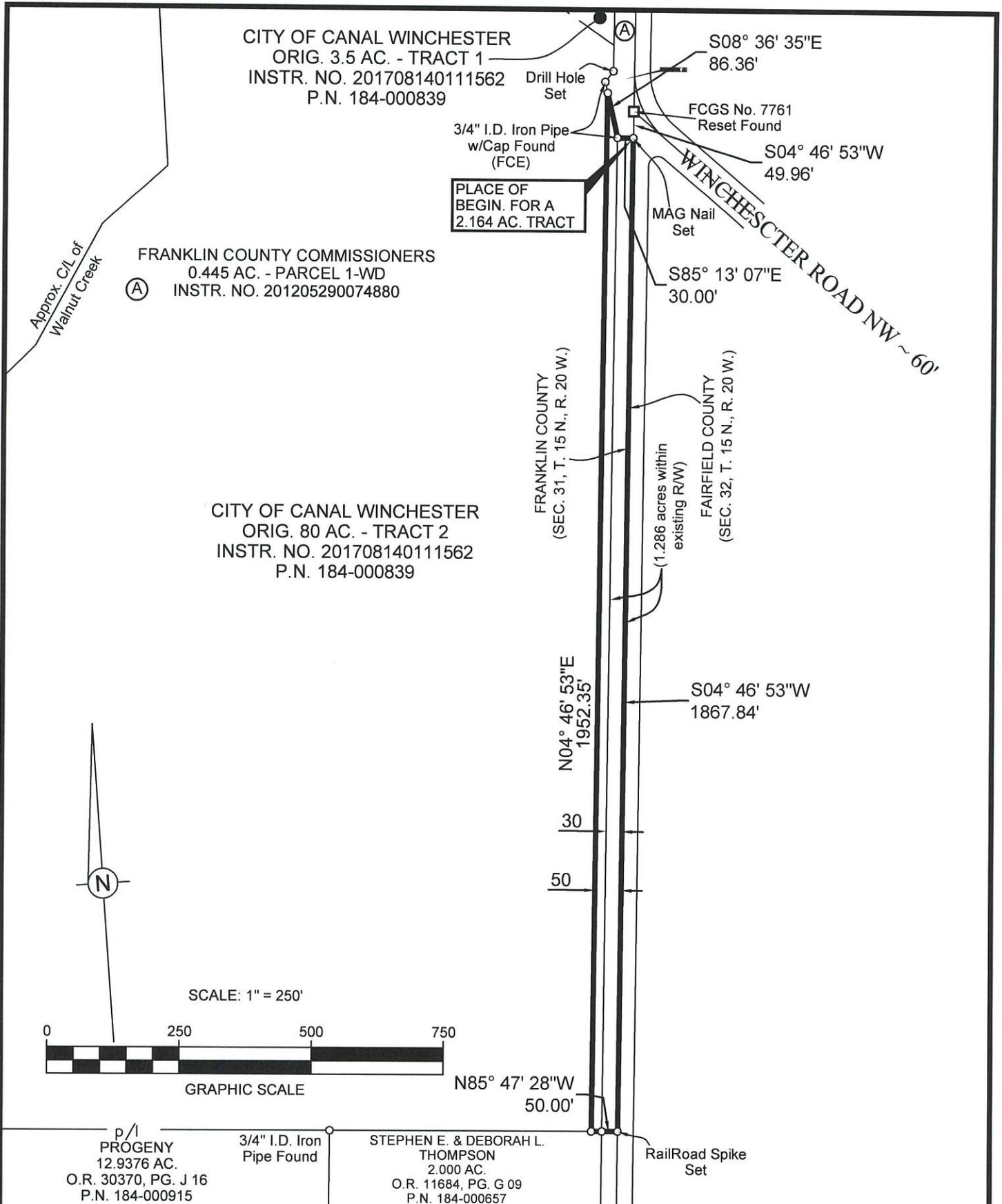
containing 2.164 acres of land, more or less and being subject to all highways, easements and restrictions of record. Of said 2.164 acres, 1.286 acres are within the current right-of-way line of Lithopolis-Winchester Road;

The above description was prepared by Kevin L. Baxter, Ohio Surveyor No. 7697, of C.F. Bird & R.J. Bull, Inc., Consulting Engineers & Surveyors, Columbus, Ohio, from an actual field survey in April, 2018. Basis of bearings is the centerline of Lithopolis-Winchester Road (north from Winchester Road NW), being N 04° 47' 35" E, derived from VRS observations referencing monument, PID designation of AJ7184 and CORS_ID of COLB, Ohio South Zone, NAD 83 (2011 Adj.), and all other bearings are based upon this meridian. All 3/4" I.D. iron pipe set are 30" in length and have a plastic cap stamped "Bird & Bull, Inc.".

Kevin L. Baxter

Kevin L. Baxter
Ohio Surveyor #7697





BASIS OF BEARINGS: Basis of bearings is the centerline of Lithopolis-Winchester Road (north from Winchester Road NW), being N 04° 47' 35" E, derived from VRS observations referencing monument, PID designation of AJ7184 and CORS_ID of COLB, Ohio South Zone, NAD 83 (2011 Adj.), and all other bearings are based upon this meridian.

**EXHIBIT OF A 2.164 ACRE TRACT,
ALONG LITHOPOLIS-WINCHESTER ROAD,
SOUTH OF WINCHESTER ROAD NW,
CITY OF CANAL WINCHESTER, FRANKLIN CO., OHIO
(SECTION 31, T. 15 N., R. 20 W., CONGRESS LANDS)**

SCALE: 1" = 50'
3500 Snouffer Road, Ste. 225
Columbus, Ohio 43235
Ph: (614) 761-1661

MARCH 05, 2019
By *Kevin L. Baxter*
Kevin L. Baxter ~ Ohio Surveyor No. 7697



H:\Jobs\20171172\CADD\Survey\Exhibit\McGill Park R. W-2.dwg, 03/05/2019

ORDINANCE NO. 19-024

**AN ORDINANCE AUTHORIZING THE EXECUTION OF A TAX INCREMENT FINANCING AGREEMENT;
AND DECLARING AN EMERGENCY**

WHEREAS, the City desires to pursue all reasonable and legitimate incentive measures to assist, encourage and stimulate development in specific areas of the City that have not enjoyed sufficient reinvestment from remodeling or new construction; and

WHEREAS, Opus Development Company, L.L.C., (the "Developer") is in contract to purchase certain real property (the "Property") as described and depicted in EXHIBIT A attached hereto and incorporated herein, and Developer plans to construct private improvements (as defined herein) on that real property; and

WHEREAS, the Parties have determined that certain public infrastructure improvements (as defined herein) will need to be constructed to facilitate the development of the private improvements; and

WHEREAS, in accordance with the TIF Statutes and pursuant to Canal Winchester Ordinance No. 13-33, as amended by Canal Winchester Ordinance Nos. 16-037 and 17-059 (the "TIF Ordinance"), the City authorized tax exemption within a tax increment financing exemption area (the "TIF Area") known as the Gender Road TIF Area; and

WHEREAS, the Property is located within the Gender Road TIF Area; and

WHEREAS, pursuant to the TIF Ordinance, owners of exempted property are required to make service payments in lieu of taxes (the "PILOTs") directly to the County Treasurer based on the increased value of the exempted property; and

WHEREAS, in accordance with the TIF Ordinance and Ohio Revised Code Section 5709.75, the City established the Gender Road Public Improvement Tax Increment Equivalent Fund (the "TIF Fund"), into which the PILOTs are deposited; and

WHEREAS, the Council determines it would be in the best interests of the City to enter into a tax increment financing agreement (the "TIF Agreement") with the Developer to provide for the construction and installation of the public infrastructure improvements in the manner described in the TIF Agreement;

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF CANAL WINCHESTER, OHIO:

Section 1. The Mayor is hereby authorized to enter into a TIF Agreement with the Developer, in substantially the form of the draft TIF Agreement attached and identified as EXHIBIT B, which is incorporated herein. The approval of changes to the form and the character of those changes as not being substantial shall be evidenced conclusively by the execution of the TIF Agreement by the Mayor.

Section 2. Pursuant to Section 8.02(B), the Council hereby determines that it is in the best interest of the City to waive competitive bidding for construction of the public infrastructure improvements by the Developer as provided by the TIF Agreement, and hereby waives competitive bidding for the public infrastructure improvements provided for within the TIF Agreement.

Section 3. The Mayor, or his designees, and the Clerk of Council, or her designees, are hereby authorized and directed to take such actions as are necessary and are consistent with this Ordinance, and the terms of the TIF Agreement, to prepare, execute, and file such additional documents or instruments as are necessary to effectuate the TIF Ordinance, the TIF Agreement, the exemption from real property taxes authorized thereby, the construction of the public infrastructure improvements, and the reimbursement of costs of the public infrastructure improvements, up to fifty percent (50%) of the total cost or six hundred thousand dollars (\$600,000.00), whichever is less, per the terms of the TIF Agreement.

Section 4. This Council finds and determines that all formal actions of this Council and any of its committees concerning and relating to the passage of this ordinance were taken in an open meeting of this Council or any of its committees, and that all deliberations of this Board and any of its committees that resulted in those formal actions were in meetings open to the public, all in compliance with the law including ORC Section 121.22.

Section 5. This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety, or welfare, such emergency arising from the need to proceed promptly with the public purpose of economic development within the Gender Road TIF Area, and therefore this Ordinance shall take effect immediately upon its passage and approval by the Mayor.

DATE PASSED _____

PRESIDENT OF COUNCIL

ATTEST _____
CLERK OF COUNCIL

MAYOR

DATE APPROVED _____

APPROVED AS TO FORM:

LEGAL COUNSEL

I hereby certify that the ordinance as set forth above was published for a period of not less than fifteen days after passage by the Council, by posting a copy thereof in not less than three (3) public places in the municipal corporation, as determined by Council and as set forth in the Canal Winchester Charter.

Finance Director/Clerk of Council

EXHIBIT A

Description and Depiction of Property

LEGAL DESCRIPTION

76.961 Acres

Situated in the State of Ohio, county of Franklin, City of Canal Winchester, Section 24, Township 11, Range 21, Congress Lands and being all of those tracts of land as conveyed to Gender/Thirty-three of record in Official Record 11357F13, Official Record 11357F16 and Official Record 27286D07; all deed references refer to the records of The Recorder's Office, Franklin County, Ohio and described as follows:

Beginning for reference at F.C.G.S. Monument 2270 reset located at the intersection of the northerly right-of-way line of Winchester Boulevard extended, also being the southerly line of said Section 24, with the centerline of Gender Road;

Thence North 85°45'23" West with said northerly right-of-way line and said southerly section line a distance of 1231.68 feet to an iron pin set at the southwesterly corner of a 14.828 acre tract as conveyed to Winchester Square LLC of record in Instrument Number 200412200286893, the northwesterly corner of that 2.119 acre tract as conveyed to the Village of Canal Winchester of record in Official Record 31057H09, and the northeasterly corner of that 0.629 tract as conveyed to the City of Canal Winchester of record in Instrument Number 201608180109326, at the **True Point of Beginning** for the description;

Thence North 85°45'23" West continuing with said southerly section line, partly with northerly line of said 0.629 acre tract, a distance of 415.05 feet to an iron pin set at the northwesterly corner of said 0.629 acre tract and the northeasterly corner of the remainder of that original 3.924 acre tract as conveyed to Gender/Thirty-Three of record in Official Record 27286D07;

Thence South 04°14'37" West with the westerly line of said 0.629 acre tract, a distance of 66.00 feet to a 13/16" pipe with a EMH&T cap at a corner thereof, a northwesterly corner of that 2.679 acre tract as conveyed to Winchester Office Park LLC of record in Instrument Number 201602230021315 and a northeasterly corner of that 11.280 acre tract as conveyed to Phele Investment of record in Instrument Number 201706150081040;

Thence North 85°45'23" West with a northerly line of said 11.280 acre tract, a distance of 778.26 feet to an iron pin set at a corner thereof;

Thence North 04°14'37" East with a westerly line of said 11.280 acre tract, a distance of 66.00 feet to an iron pin set at a corner thereof and the northwesterly corner of said remainder of that original 3.924 acre tract;

Thence North 85°45'23" West with the northerly line of said 11.280 acre tract, a distance of 300.00 feet to a 13/16" pipe with an EMH&T cap at the northwesterly corner of said 11.280 acre tract and the northeasterly corner of a 78.384 acre tract as conveyed to Baker Levin Farms, LLC of record in Instrument Number 200704240071166, the southeasterly corner of a 134.50 acre tract as conveyed to Baker Levin Farms, LLC of record in Instrument Number 200704240071166, also being the southwesterly corner of Section 24 at its common corner with Sections 23, 25, and 26;

Thence North 4°26'33" East with the easterly line of said 134.50 acre tract and the common line between Section 24 and 23 a distance of 1597.99 feet to a 13/16" pipe with an EMH&T cap at an angle point in said line;

Thence North 4°20'59" East partly with the easterly line of said 134.50 acre tract and partly with the easterly line of a 20.1366 acre tract as conveyed to Dill's Realty LLC of record in Instrument Number 200111050255847, and the common line between sections 24 and 23, passing a 3/4" pipe found no cap at a corner thereof in the southerly limited access right-of-way line of U.S. Route 33 as recorded in Deed Book 2390, page 592, Parcel 69LA at 866.30 feet, a total distance of 1003.99 feet to an iron pin set in the centerline of said U.S. Route 33 and at a southwesterly corner of that 41.990 acre tract as conveyed to The Mountain Agency, LLC of record in Instrument Number 201110030124958;

Thence with said centerline and the southerly line of said 41.990 acre tract, the following courses:

South 61°15'27" East a distance of 2181.96 feet to an iron pin set;

South 68°29'07" East a distance of 332.64 feet to an iron pin set at a corner thereof and on the northerly line of that original 89.393 acre tract as conveyed to the Winchester Land Company of record in D.B. 3194, Pg. 681;

Thence North 85°45'42" West with the said northerly line, a distance of 468.51 feet to a 5/8" rebar found with a Preferred Surveying Company cap at an angle point in the said southerly limited access right-of-way line of said U.S. Route 33 and the northerly line of that 11.315 acre tract as conveyed to HD Development of Maryland Inc. of record in Instrument Number 200707020115156;

Thence with the said southerly limited access right-of-way line and the said northerly line the following courses:

North 49°06'05" West a distance of 173.99 feet to a 5/8" rebar found with a Preferred Surveying Company cap;

A curve to the left having a radius of 12402.67 feet, with a delta of 0°44'23", subtended by a chord which bears North 63°11'48" West, a chord distances of 160.13 feet, with an arc length of 160.13 feet to a 5/8" rebar found with a Preferred Surveying Company cap at a corner of said 11.315 acre tract;

LEGAL DESCRIPTION

76.961 Acres

Thence with the westerly line of said 11.315 acre tract the following courses:

South 26°59'54" West a distance of 217.80 feet to an iron pin set at a corner thereof;

North 84°57'47" West a distance of 134.89 feet to an iron pin set at a corner thereof;

Thence South 4°55'08" West partly with said westerly line and partly with the westerly line of a 6.395 acre tract as conveyed to Winchester Square LLC of record in Instrument Number 201412150165939 a distance of 822.51 feet to an iron pin set at a corner thereof;

Thence South 24°45'23" East partly with the westerly line of said 7.393 acre tract and partly with the westerly line of said 14.828 acre tract passing a 13/16" iron pipe found with the EMH&T cap at a distance of 162.39 feet a total distance of 345.56 feet to an iron pin set at a corner thereof;

Thence South 4°14'37" West with the westerly line of said 14.828 acre tract a distance of 440.00 feet to the **True Point of Beginning** and containing 76.961 acres of land more or less, 51.032 acres being out of PID 184-000532, 24.750 acres out of PID 184-000871 (6.551 acres in present road occupied) and 1.179 acres out of PID 184-001702.

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

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

The basis of bearing is based on a bearing of North 85°45'23" West for the southerly line of Section 24 as determined by GPS observation, based on NAD 83 (2011), Ohio State Plane South zone and post processed using an OPUS Solution.

CESO, Inc.

Jeffrey A. Miller PS
Registered Surveyor No.7211

Date 9/12/2018



SURVEY OF ACREAGE PARCEL

STATE OF OHIO, COUNTY OF FRANKLIN, CITY OF CANAL WINCHESTER,
SECTION 24, TOWNSHIP 11, RANGE 21
CONGRESS LANDS

THE MOUNTAIN AGENCY, LLC.
PID: 184-001002
IN. 201110030124958
41.990 ACRES

STATE OF OHIO
HIGHWAY EASEMENT
D.B. 2390, PAGE 592
PARCEL NO. 69LA

GENDER/THIRTY-THREE
PID: 184-000871
O.R. 11357, F13
O.R. 11357, F16
ORIGINAL 24.355 ACRES
(18.199 ACRES)

GENDER/THIRTY-THREE
PID: 184-000532
O.R. 11357, F13
O.R. 11357, F16
ORIGINAL 89.393 ACRES
(51.032 ACRES)

76.961 ACRES

HD DEVELOPMENT OF
MARYLAND INC.
PID: 184-003006
IN. 200707020115156
11.315 ACRES

WINCHESTER SQUARE LLC
PID: 184-002986
IN. 201412150165939
6.395 ACRES

WINCHESTER SQUARE LLC
PID: 184-001700
IN. 200412200286893
14.828 ACRES

THE VILLAGE OF CANAL
WINCHESTER
O.R. 31057, H09 - 2.119 ACRES

**WINCHESTER BLVD.
PUBLIC - R/W VARIES**

CITY OF CANAL WINCHESTER
PID: 184-003242
IN. 201608180109326 - 0.629 ACRE

WINCHESTER OFFICE
PARK LLC
PID: 184-003243
IN. 201602230021315
2.679 ACRES

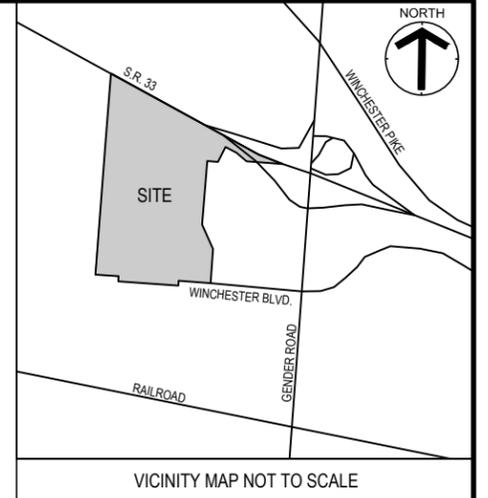
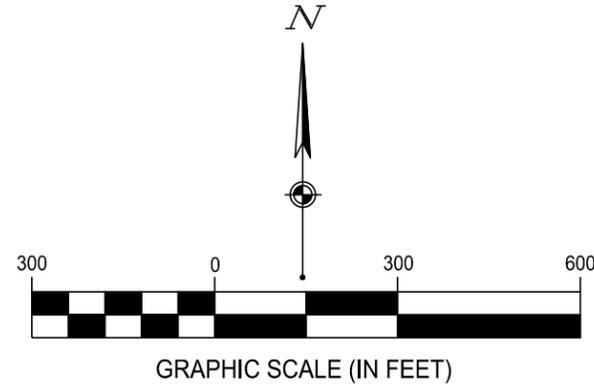
PHELE INVESTMENT
PID: 184-000996
IN. 201706150081040
11.280 ACRES

GENDER/THIRTY-THREE
PID: 184-001702
O.R. 27286, D07
ORIGINAL 3.924 ACRES
(1.179 ACRES)

BAKER LEVIN FARMS, LLC
PID: 180-000255
IN. 200704240071166
78.384 ACRES

DILL'S REALTY LLC
PID: 180-004981
IN. 200111050255847
20.1366 ACRES

BAKER LEVIN FARMS, LLC
PID: 180-000290
IN. 200704240071166
134.50 ACRES



LEGEND

- 5/8"x30" REBAR W/ YELLOW CAP STAMPED "CESO" SET
- IRON PIN FOUND
- MONUMENT BOX FOUND

Curve table

Curve	Radius	Arc Length	Chord	Delta Angle	Tangent
C1	12402.67'	160.13'	N63° 11' 48"W - 160.13'	0° 44' 23"	80.07'

BASIS OF BEARING:

THE BEARINGS SHOWN ON THIS SURVEY ARE BASED ON A BEARING OF N85° 45' 23" W FOR THE SOUTHERLY LINE OF SECTION 24 AS DETERMINED BY GPS OBSERVATION, BASED ON NAD 83 (2011), OHIO STATE PLANE SOUTH ZONE AND POST PROCESSED USING AN OPUS SOLUTION.

JEFFREY A. MILLER, OHIO PS NO 7211
jeff.miller@cesoinc.com

DATE

SURVEY OF ACREAGE PARCEL

GENDER/THIRTY-THREE

WINCHESTER BLVD SECTION 24, TOWNSHIP 11, RANGE 21
CITY OF CANAL WINCHESTER FRANKLIN COUNTY, OHIO

SCALE: 1"=300' DATE: NOVEMBER 2018

DESIGN: N/A	 WWW.CESOINC.COM	JOB NO.: 755691
DRAWN: JEK		SHEET NO.:
CHECKED: JAM		1 OF 1

EXHIBIT B

TIF Agreement

0100102.0650244 4816-6453-2082v1

TAX INCREMENT FINANCING AGREEMENT

THIS TAX INCREMENT FINANCING AGREEMENT (the “*Agreement*”) is made and entered into this ____ day of _____, 2019 (the “*Effective Date*”), by and between the **CITY OF CANAL WINCHESTER, OHIO** (“*City*”), a municipal corporation duly organized and validly existing under the Constitution and the laws of the State of Ohio (the “*State*”) and its Charter, and **OPUS DEVELOPMENT COMPANY, L.L.C.**, a Delaware limited liability company (the “*Developer*”) , under the circumstances summarized in the following recitals (the capitalized terms not defined in the recitals are being used therein as defined in Article I hereof). The City and Developer are hereinafter sometimes referred to individually as a “*Party*” and collectively as the “*Parties.*”

RECITALS:

WHEREAS, the Developer is in contract to purchase certain real property (the “*Property*”) as described and depicted in **EXHIBIT A** attached hereto and incorporated herein, and Developer plans to construct and/or has constructed the Private Improvements (as defined herein) on that real property; and

WHEREAS, the Parties have determined that certain Public Infrastructure Improvements (as defined herein) will need to be constructed to facilitate the development of the Private Improvements; and

WHEREAS, in accordance with the TIF Statutes and pursuant to Canal Winchester Ordinance No. 13-33, as amended by Canal Winchester Ordinance Nos. 16-037 and 17-059 (the “*TIF Ordinance*”) and Ordinance No. 19-___ (the “*TIF Agreement Approval Ordinance*”), the Parties have entered into this Agreement to provide generally for the development and financing of the Public Infrastructure Improvements; and

WHEREAS, the City has determined pursuant to the TIF Agreement Approval Ordinance that it would be in the best interests of the City to contract with the Developer to provide for the construction and installation of the Public Infrastructure Improvements in the manner described herein;

NOW, THEREFORE, in consideration of the premises and covenants contained herein, the Parties hereto agree and obligate themselves as follows:

ARTICLE I

DEFINITIONS

Section 1.1. Use of Defined Terms. In addition to the words and terms defined elsewhere in this Agreement or by reference to another document, the words and terms set forth in Section 1.2 shall have the meanings set forth in Section 1.2 unless the context or use clearly indicates another meaning or intent.

Section 1.2. Definitions. As used herein:

“**Agreement**” means this Tax Increment Financing Agreement by and between the City and the Developer and dated as of the Effective Date.

“**Authorized City Representative**” means the Mayor of the City. The City may from time to time provide a written certificate to the Developer signed on behalf of the City by the Mayor designating an alternate or alternates who shall have the same authority, duties and powers as the Authorized City Representative.

“**Authorized Developer Representative**” means Douglas Swain. The Developer may from time to time provide a written certificate to the City signed on behalf of the Developer by the President of the Developer designating an alternate or alternates or a substitute who shall have the same authority, duties and powers as the Authorized Developer Representative.

“**City**” means the City of Canal Winchester, Ohio, an Ohio municipality.

“**City Council**” means the City Council of City.

“**Code**” means the Internal Revenue Code of 1986, as amended, applicable Treasury Regulations (whether temporary or final) under the Code or the statutory predecessor of that Code, and any amendments of, or successor provisions to, the foregoing and any official rulings, announcements, notices, procedures and judicial determinations regarding the foregoing, all as and to the extent applicable.

“**Construction Documents**” means this Agreement and the Drawings and Specifications as such documents may be revised or supplemented from time to time with the approval of the Authorized City Representative and the Authorized Developer Representative, which Drawings and Specifications contain the detailed construction plans and specifications for the Public Infrastructure Improvements and when completed, will be placed on file with the Authorized City Representative on behalf of the City.

“**Cost of the Work**” means the actual costs of the construction and installation of the Public Infrastructure Improvements, estimates of which are reflected in **EXHIBIT B**, and the final costs of which shall be reflected in a written requisition in the form attached hereto as **Exhibit D**.

“**County**” means the County of Franklin, Ohio.

“**Developer**” means Opus Development Company, L.L.C., a Delaware limited liability company organized and existing under the laws of the State, including any successors or assigns thereof permitted under this Agreement.

“**Developer’s Completion Certificate**” shall have the meaning set forth in Section 4.3(a) hereof.

“Developer TIF Reimbursement Amount” means six hundred thousand dollars (\$600,000.00), or fifty percent (50%) of the Cost of the Work, whichever is less.

“Drawings and Specifications” shall have the meaning set forth in Section 5.1 hereof.

“Effective Date” means the date as defined in the preambles of this Agreement.

“Engineer” means Kimley-Horn and Associates, Inc., or any other architectural or engineering firm licensed to perform architectural and engineering services within the State of Ohio and appointed by the City with the consent of the Authorized Developer Representative, which consent shall not be unreasonably withheld or delayed.

“Engineer’s Completion Certificate” shall have the meaning set forth in Section 4.3(b) hereof.

“Event of Default” means an Event of Default under Section 7.1 hereof.

“Force Majeure” means acts of God; fires; epidemics; landslides; floods; strikes; lockouts or other industrial disturbances; acts of public enemies; acts or orders of any kind of any governmental authority; insurrections; riots; civil disturbances; arrests; explosions; breakage or malfunctions of or accidents to machinery, transmission pipes or canals; partial or entire failures of utilities; shortages of labor, materials, supplies or transportation; lightning, earthquakes, hurricanes, tornadoes, storms or droughts; periods of unusually inclement weather or excessive precipitation; or any other cause or event not reasonably within the control of the Developer or the City, as the case may be, excluding, however, the inability of the Developer to obtain financing for its obligations hereunder.

“Notice Address” means:

as to City: City of Canal Winchester
36 S. High St.
Canal Winchester, Ohio 43110
Attention: Mayor

as to Developer: Opus Development Company, L.L.C.
Douglas Swain, Vice President, General Manager
8801 River Crossing Blvd., Suite 450
Indianapolis, IN 46240

With a copy to:

Opus Holding, L.L.C.
Attn. Legal Department
10350 Bren Road West
Minnetonka, MN 55343

“**Person**” shall mean an individual, a corporation, a partnership, an association, a limited liability company, a joint stock company, a joint venture, a trust, an unincorporated organization, or a government or any agency or political subdivision thereof.

“**Private Improvements**” means the project proposed to be constructed by the Developer consisting of approximately eight hundred thousand square feet of industrial buildings.

“**Property**” means the real property described and depicted in **EXHIBIT A**.

“**Public Infrastructure Improvements**” means the public infrastructure improvements (including extension of street and associated storm sewers, street lighting, streetscape landscaping, sidewalks, and water lines) as generally described on **EXHIBIT B** and depicted on **EXHIBIT C**, each attached hereto and incorporated herein by reference and which will be more specifically described in the Construction Documents.

“**Public Infrastructure Improvements Site**” means the real property depicted on **EXHIBIT C** attached hereto and incorporated herein by reference.

“**Service Payments**” means service payments in lieu of taxes as defined in the TIF Ordinance.

“**State**” means the State of Ohio.

“**TIF Exemption**” means exemption from taxation as defined in the TIF Ordinance.

“**TIF Fund**” means the Gender Road Public Improvement Tax Increment Equivalent Fund created in Section 3 of the TIF Ordinance.

“**TIF Ordinance**” means Ordinance No. 13-33, passed on November 4, 2013, as amended by Ordinance No. 16-037, passed on December 19, 2016, and by Ordinance No. 17-059, passed on December 18, 2017, by the City Council.

“**TIF Statutes**” means collectively, Sections 5709.40, 5709.42 and 5709.43 of the Ohio Revised Code, as those sections may be amended from time to time.

“**Work**” means the construction of the Public Infrastructure Improvements in accordance with this Agreement.

Section 1.3. Interpretation. Any reference in this Agreement to City or to any officers of City includes those entities or officials succeeding to their functions, duties or responsibilities pursuant to or by operation of law or lawfully performing their functions.

Any reference to a section or provision of the Constitution of the State, or to a section, provision or chapter of the Ohio Revised Code shall include such section, provision or chapter as

modified, revised, supplemented or superseded from time to time; provided, that no amendment, modification, revision, supplement or superseding section, provision or chapter shall be applicable solely by reason of this paragraph if it constitutes in any way an impairment of the rights or obligations of the Parties under this Agreement.

Unless the context indicates otherwise, words importing the singular number include the plural number, and vice versa; the terms “*hereof*”, “*hereby*”, “*herein*”, “*hereto*”, “*hereunder*” and similar terms refer to this Agreement; and the term “*hereafter*” means after, and the term “*heretofore*” means before the date of this Agreement. Words of any gender include the correlative words of the other gender, unless the sense indicates otherwise. References to articles, sections, subsections, clauses, exhibits or appendices in this Agreement, unless otherwise indicated, are references to articles, sections, subsections, clauses, exhibits or appendices of this Agreement.

Section 1.4. Captions and Headings. The captions and headings in this Agreement are solely for convenience of reference and in no way define, limit or describe the scope of the intent of any article, section, subsection, clause, exhibit or appendix of this Agreement.

Section 1.5. Conflicts among the TIF Ordinance, TIF Agreement and Construction Documents. Where there is a conflict between the TIF Ordinance, this Agreement and the Construction Documents, the conflict shall be resolved by providing the better quality or greater quantity and compliance with the more stringent requirement.

If an item is shown on the Drawings but not specified, the Developer shall provide the item of the same quality as similar items specified, as reasonably determined by the Engineer. If an item is specified but not shown on the Drawings, it shall be located as reasonably directed by the Engineer.

ARTICLE II

GENERAL AGREEMENT AND TERM

Section 2.1. General Agreement Among Parties. For the reasons set forth in the Recitals hereto, which Recitals are incorporated herein by reference as a statement of the public purposes of this Agreement and the intended arrangements among the Parties, the Parties shall cooperate in the manner described herein to facilitate the construction of the Public Infrastructure Improvements.

Section 2.2. 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 2.3. Compensation to School Districts. As provided in the TIF Ordinance, the Canal Winchester City School District and the Eastland-Fairfield Joint Vocational School District (collectively, the “School Districts”) shall receive from the Service Payments, prior to

deposit of any of those Service Payments into the TIF Fund, an amount equal to the amount the respective School Districts would otherwise have received as real property tax payments derived from the increase in the assessed value of the Property but for the TIF Exemption.

ARTICLE III

REPRESENTATIONS AND COVENANTS OF THE PARTIES

Section 3.1. Representations and Covenants of City. City represents and covenants that:

(a) It is a municipal corporation duly organized and validly existing under the Constitution and applicable laws of the State and its Charter.

(b) It is not in violation of or in conflict with any provisions of the laws of the State or of the United States of America applicable to City which would impair its ability to carry out its obligations contained in this Agreement.

(c) It is legally empowered to execute, deliver and perform this Agreement and to enter into and carry out the transactions contemplated by this Agreement. To the knowledge of City, that execution, delivery and performance do not and will not violate or conflict with any provision of law applicable to City, including its Charter, and do not and will not conflict with or result in a default under any agreement or instrument to which City is a party or by which it is bound. Among other things, it has determined that it is appropriate to enter into this Agreement in lieu of constructing the Public Infrastructure Improvements pursuant to a competitive bidding process because the Developer's payment therefor is limited to the Developer TIF Reimbursement Amount.

(d) This Agreement to which it is a Party has, by proper action, been duly authorized, executed and delivered by City and all steps necessary to be taken by City have been taken to constitute this Agreement, and the covenants and agreements of City contemplated herein are valid and binding obligations of City, enforceable in accordance with their terms.

(e) There is no litigation pending or to its knowledge threatened against or by City wherein an unfavorable ruling or decision would materially and adversely affect City's ability, to carry out its obligations under this Agreement.

(f) It will do all things in its power in order to maintain its existence or assure the assumption of its obligations under this Agreement by any successor public body.

(g) The TIF Ordinance has been duly passed and is in full force and effect.

Section 3.2. Representations and Covenants of the Developer. The Developer represents and covenants that:

(a) It is a limited liability company duly organized and validly existing under the applicable laws of the State of Delaware.

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

(c) It is legally empowered to execute, deliver and perform this Agreement and to enter into and carry out the transactions contemplated by this Agreement. To the knowledge of the Developer, the execution, delivery and performance of this Agreement does not and will not violate or conflict with any provision of law applicable to the Developer, and do not and will not conflict with or result in a default under any agreement or instrument to which the Developer is a party or by which it is bound.

(d) This Agreement to which it is a Party has, by proper action, been duly authorized, executed and delivered by the Developer and all steps necessary to be taken by the Developer have been taken to constitute this Agreement, and the covenants and agreements of the Developer contemplated herein are valid and binding obligations of the Developer, enforceable in accordance with their terms.

(e) There is no litigation pending or to its knowledge threatened against or by the Developer wherein an unfavorable ruling or decision would materially and adversely affect the Developer's ability to carry out its obligations under this Agreement.

(f) It will do all things in its power in order to maintain its existence or assure the assumption of its obligations under this Agreement by any successor entity.

(g) The Developer hereby agrees to make the Service Payments due with respect to any parcel of the Property owned by it during its period of ownership, all pursuant to and in accordance with the requirements of the TIF Statutes, the TIF Ordinance, the provisions of Ohio law relating to real property tax collections and any subsequent amendments or supplements thereto. Service Payments will be made semiannually to the County Treasurer (or to that Treasurer's designated agent for collection of the Service Payments) on or before the final dates for payment of real property taxes for the Property, until expiration of the TIF Exemption. Any late payments will bear penalties and interest at the then current rate established under Sections 323.121 and 5703.47 of the Ohio Revised Code or any successor provisions thereto, as the same may be amended from time to time. Service Payments will be made in accordance with the requirements of the TIF Statutes and the TIF Ordinance and, for each parcel of the Property, will be in the same amount as the real property taxes that would have been charged and payable but for the TIF Exemption, including any penalties and interest. The Developer will not, under any circumstances, be required (i) for any tax year to pay both real property taxes and Service Payments with respect to any increase in assessed value of the Property, whether pursuant to Section 5709.42 of the Ohio Revised Code or this Agreement, and (ii) to make Service Payments

as to any portion of a structure for any period it is subject to an exemption pursuant to Sections 3735.65 through 3635.70 of the Ohio Revised Code.

(i) Subordination to CRA Exemption. Notwithstanding any other provision of this Agreement or the TIF Ordinance, and pursuant to Canal Winchester Ordinance No. 17-059, the TIF Exemption and the obligation to make Service Payments are subject and subordinate to any tax exemption applicable pursuant to Sections 3735.65 through 3735.70 of the Ohio Revised Code.

(ii) Enforcement of Obligation to Make Service Payments; Priority of Lien. The Developer acknowledges that the provisions of Section 5709.91 of the Ohio Revised Code, which specify that the Service Payments for each parcel within the Property will be treated in the same manner as taxes for all purposes of the lien described in Section 323.11 of the Ohio Revised Code, including, but not limited to, the priority of the lien and the collection of Service Payments, will apply to this Agreement and to the parcels within the Property and any improvements thereon.

(iii) Failure to Make Payments. Should the Developer fail to make any payment required hereunder, the Developer shall pay, in addition to the Service Payments it is required to pay hereunder, such amount as is required to reimburse the City for any and all reasonably and actually incurred costs, expenses and amounts (including reasonable attorneys' fees) required by the City to enforce the provisions of this Agreement against the Developer.

ARTICLE IV

CONSTRUCTION OF PUBLIC INFRASTRUCTURE IMPROVEMENTS

Section 4.1. General Considerations. In consideration of the Developer's promise to construct or cause to be constructed the Public Infrastructure Improvements, the City agrees, subject to Section 4.4 hereof, to reimburse and/or otherwise pay the Developer the Developer TIF Reimbursement Amount in accordance with Section 6.2 and/or any other applicable provisions of this Agreement.

Section 4.2. Construction of the Public Infrastructure Improvements. The Developer covenants and agrees that it will cause to be constructed and installed all of the Public Infrastructure Improvements in accordance with this Agreement and the Construction Documents.

The Developer shall supervise, perform and direct the Work utilizing qualified personnel, and in accordance with the standards of care normally exercised by construction organizations performing similar work. The Developer shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures for coordinating all portions of the Work.

Prior to the commencement of the Public Infrastructure Improvements, the Developer shall submit the names of the subcontractors it proposes to use. Under no circumstances will the Developer use any subcontractor who is not previously disclosed to the City. The City will promptly reply, but in any event, not more than five (5) business days after receipt of notice of

the same, to the Developer in writing stating whether or not the City has reasonable objection to any such proposed person or entity.

The Developer agrees that the Public Infrastructure Improvements, including all rights-of-way and easements associated therewith, including those identified on **EXHIBIT C** (which is attached hereto and incorporated herein by reference), shall be dedicated for public use upon completion and acceptance as provided in Sections 4.3 and 4.4 hereof.

Section 4.3. Completion of the Public Infrastructure Improvements. The Public Infrastructure Improvements shall be deemed completed upon fulfillment of the following conditions:

(a) Receipt of written notice (the “*Developer’s Completion Certificate*”) from the Authorized Developer Representative that the Public Infrastructure Improvements have been completed and are ready for final acceptance by the City, which notice shall (i) generally describe all property acquired or installed as part of the Public Infrastructure Improvements; (ii) state the Cost of the Work, and (iii) state and shall constitute the Developer’s representation that the construction, improvement and equipping of the Public Infrastructure Improvements have been completed substantially in accordance with the Construction Documents, all costs then due and payable in connection therewith have been paid, there are no mechanics’ liens or to its knowledge, after reasonable inquiry, any basis for such liens, and all obligations, costs and expenses in connection with the Public Infrastructure Improvements have been paid or discharged.

(b) Receipt from the Engineer of a final Certificate of Completion (the “*Engineer’s Completion Certificate*”) stating that to the best of the Engineer’s knowledge, information and belief, and on the basis of the Engineer’s on-site visits and inspections, that the Public Infrastructure Improvements have been satisfactorily completed in accordance with the terms and conditions of the Construction Documents, including all punch list items, that the construction, improvement and equipping of the Public Infrastructure Improvements have been accomplished in a manner that conforms to all then applicable governmental laws, rules and regulations; and that the Public Infrastructure Improvements have been approved by the applicable governmental authorities. Such Engineer’s Completion Certificate shall be delivered to both Developer and City no more than five (5) calendar days after Engineer confirms all of the foregoing requirements.

Section 4.4. Acceptance of the Public Infrastructure Improvements. The City shall have no obligation to accept the Public Infrastructure Improvements until (a) the Public Infrastructure Improvements have been satisfactorily completed in accordance with the Construction Documents, as evidenced by the Engineer’s Completion Certificate and properly dedicated as public rights-of-way and easements to the City; (b) the City has received the Developer’s Completion Certificate, the Engineer’s Completion Certificate, copies of the approval letters issued by the public authorities as referenced in Section 4.3 herein, and all documents and instruments to be delivered to the City pursuant to the Construction Documents; and (c) the City has received evidence reasonably satisfactory to it that all liens on the Public Infrastructure Improvements, including, but not limited to, tax liens, the lien of any mortgage, and any mechanics’

liens, have been or shall be released, or, with respect to mechanics' liens, security therefor has been provided pursuant to Section 5.8 hereof. The City agrees to accept the Public Infrastructure Improvements, the easements and the rights-of-way allocable thereto within thirty (30) days after the satisfaction of the conditions listed in (a) through (c) of the immediately preceding sentence. The acceptance by the City of the Public Infrastructure Improvements shall not relieve the Developer of its responsibility for defects in material or workmanship as set forth in Section 5.10. hereof.

Section 4.5. Extensions of Time. If the Developer or the City is delayed in the commencement or progress of its obligations hereunder by a breach by the other Party of its obligations hereunder, or by failure of the Engineer to act as provided in this Agreement, or by Force Majeure, then the time for performance under this Agreement by the Party so delayed shall be extended for such time as is commercially reasonable under the circumstances.

Section 4.6. Changes in the Work. After the execution of this Agreement, and without invalidating this Agreement, the Developer, the City and the Engineer by written agreement (a "*Change Order*") may agree to changes in the Work. Changes in the Work shall be performed under applicable provisions of this Agreement and the Construction Documents, unless otherwise provided in the Change Order.

A Change Order shall be in the form of a written instrument prepared by the Engineer and signed by the Authorized City Representative, the Authorized Developer Representative and the Engineer, stating their agreement upon (a) the change in the Work, (b) any adjustment of the Cost of the Work and Developer TIF Reimbursement Amount, and (c) any extension of the time for performance under this Agreement. A Change Order shall be prepared by the Engineer and presented to the City and Developer within three (3) business days after all necessary cost and time information associated with the change is provided to the Engineer by the Developer. The Owner, Developer and Engineer shall have a reasonable amount of time to review and approve or reject the Change Order not to exceed five (5) business days after the Change Order is presented to each of them. The Developer shall have no obligation to perform any change in the Work prior to receipt of a fully-executed Change Order nor delay the completion of the Work as originally contemplated in the previously-approved Drawings and Specifications, hereinafter defined, on account of a pending Change Order. Any costs or time extension made necessary due to the pendency of a Change Order shall be added to the Change Order and Developer TIF Reimbursement Amount.

Section 4.7. Engineer. Whenever this Agreement requires an action by or response from the Engineer, the same shall be provided within three (3) business days of Developer's request for the same. When Developer believes it has completed all punch list items, it shall notify the City and Engineer, and the Engineer shall visit the site and confirm the punch list has been completed within three (3) business days of Developer's notice or otherwise provide Developer with a detailed list of all items the Engineer believes are not in accordance with the Construction Documents as well as a list of any approvals or documents needed in order for issuance of the Engineer's Certificate of Completion.

ARTICLE V

FURTHER PROVISIONS RELATING TO THE CONSTRUCTION OF THE PUBLIC INFRASTRUCTURE IMPROVEMENTS

Section 5.1. Construction Documents. The Developer is causing to be prepared the Construction Documents, which shall be in a form reasonably satisfactory to the Authorized City Representative and the Developer. Any working drawings, plans and specifications prepared in connection with the Work (collectively, the “*Drawings and Specifications*”) and that comprise the Construction Documents are instruments of service through which the Work to be executed is described. The Developer may retain one record set. The design professionals that create the Drawings and Specifications shall own the copyrights on the Drawings and Specifications and will retain all common law, statutory and other reserved rights, in addition to the copyrights; provided, however, that the Developer shall ensure that the agreements with each of the design professionals grant a non-exclusive, irrevocable, perpetual, and unlimited license to the City to use and reproduce the Drawings and Specifications solely and exclusively for the construction and maintenance of the Public Infrastructure Improvements. All copies of the Drawings and Specifications, except the record set of the Developer, shall be returned or suitably accounted for to the City, on request, upon final completion of the Public Infrastructure Improvements, and the copy thereof furnished to the Developer is for use solely with respect to the Public Infrastructure Improvements. They are not to be used by the Developer on other projects without the specific written consent of the City. The Developer is authorized to use and reproduce applicable portions of the Drawings and Specifications appropriate to the execution of obligations with respect to the Public Infrastructure Improvements; provided, however, that any reproduction and distribution of copies of the Drawings and Specifications by the Developer to the extent necessary to comply with official regulatory requirements or obligations of law shall not be construed as an infringement of the copyrights or other reserved rights of the City with respect to the Drawings and Specifications. All copies made under this authorization shall bear the statutory copyright notice, if any, shown on the Drawings and Specifications.

Section 5.2. Prevailing Wage. The City designates its Finance Director as the prevailing wage coordinator for the Public Infrastructure Improvements (the “*Prevailing Wage Coordinator*”). The Developer acknowledges and agrees that the Public Infrastructure Improvements are subject to the prevailing wage requirements of Chapter 4115 of the Ohio Revised Code and all wages paid to laborers and mechanics employed on the Public Infrastructure Improvements shall be paid at not less than the prevailing rates of wages of laborers and mechanics for the classes of work called for by the Public Infrastructure Improvements, which wages shall be determined in accordance with the requirements of that Chapter 4115. The Developer shall comply, and the Developer shall require compliance by all contractors and shall require all contractors to require compliance by all subcontractors working on the Public Infrastructure Improvements, with all applicable requirements of that Chapter 4115, including any necessary posting requirements. The Developer (and all contractors and subcontractors thereof) shall cooperate with the Prevailing Wage Coordinator and respond to all reasonable requests by the Prevailing Wage Coordinator when the Prevailing Wage Coordinator is determining compliance by the Developer (and all contractors and subcontractors thereof) with the applicable requirements of that Chapter 4115.

The Prevailing Wage Coordinator shall notify the Developer of the prevailing wage rates for the Public Infrastructure Improvements. The Prevailing Wage Coordinator shall notify the Developer of any change in prevailing wage rates within seven working days of receiving notice of such change from the Director of the Ohio Department of Commerce. The Developer shall immediately upon such notification: (a) insure that all contractors and subcontractors receive notification of any change in prevailing wage rates as required by that Chapter 4115; (b) make the necessary adjustment in the prevailing wage rates and pay any wage increase as required by that Chapter 4115; and (c) insure that all contractors and subcontractors make the same necessary adjustments.

The Developer shall, upon beginning performance of this Agreement, notify the Prevailing Wage Coordinator of the commencement of Work and supply to the Prevailing Wage Coordinator the schedule of the dates during the life of this Agreement on which the Developer (or any contractors or subcontractor thereof) is required to pay wages to employees. The Developer (and each contractor or subcontractor thereof) shall also deliver to the Prevailing Wage Coordinator a certified copy of its payroll within two weeks after the initial pay date, and supplemental reports for each month thereafter and in connection with any Written Requisition, as illustrated in **EXHIBIT D** attached hereto and incorporated herein, which shall exhibit for each employee paid any wages, the employee's name, current address, social security number, number of hours worked during each day of the pay periods covered and the total for each week, the employee's hourly rate of pay, the employee's job classification, fringe payments and deductions from the employee's wages. The certification of each payroll shall be executed by the Developer (or contractor, subcontractor, or duly appointed agent thereof, if applicable) and shall recite that the payroll is correct and complete and that the wage rates shown are not less than those required by this Agreement and Chapter 4115 of the Ohio Revised Code.

The Developer shall provide to the Prevailing Wage Coordinator a list of names, addresses and telephone numbers for any contractors or subcontractors performing any Work on the Public Infrastructure Improvements as soon as they are available, and the name and address of the bonding/surety company and the statutory agent (if applicable) for those contractors or subcontractors. The Developer shall not contract with any contractor or subcontractor listed with the Ohio Secretary of State for violations of Chapter 4115 of the Ohio Revised Code pursuant to Section 4115.133 of the Ohio Revised Code.

Prior to final payment under this Agreement, the Developer (and any contractor or subcontractor thereof) shall submit to the Prevailing Wage Coordinator the affidavit required by Section 4115.07 of the Ohio Revised Code.

Section 5.3. Traffic Control Requirements. The Developer shall be responsible for ensuring the provision, through contractors or otherwise, of all traffic control devices, flaggers and police officers or sheriff's deputies required to properly and safely maintain traffic during the construction of the Public Infrastructure Improvements. All traffic control devices shall be furnished, erected, maintained and removed in accordance with the Ohio Department of Transportation's "Ohio Manual of Uniform Traffic Control Devices" related to construction operations and in consultation with the City's Engineer.

Section 5.4. Equal Opportunity Clause. The Developer will, in all solicitations or advertisements for employees placed by or on behalf of the Developer, state that the Developer is an equal opportunity employer. The Developer shall require all contractors and shall require all contractor's subcontractors to include in each contract a summary of this equal opportunity clause.

Section 5.5. Insurance Requirements. The Developer shall furnish proof to the City at the time of commencing construction of the Work of possession of comprehensive general liability insurance naming the City and its authorized agents as an additional insured. The minimum limits of liability for the required insurance policies shall not be less than the following unless a greater amount is required by law:

(a) Commercial General Liability ("CGL"): Bodily injury (including death) and property damage with a combined single limit of \$1,000,000 each occurrence, with a \$2,000,000 aggregate; \$100,000 for damage to rented premises (each occurrence); \$5,000 for medical expenses (person); and \$1,000,000 for personal and advertising injury. CGL shall include (i) premises-operations, (ii) explosion and collapse hazard, (iii) underground hazard, (iv) independent contractors' protective, (v) broad form property damage, including completed operations, (vi) contractual liability, (vii) products and completed operations, with \$2,000,000 aggregate and to be maintained for a minimum period of one (1) year after acceptance of the Public Infrastructure Improvements pursuant to Section 2.4, (viii) personal injury with employment exclusion deleted, (ix) owned, non-owned, and hired motor vehicles, and (x) stopgap liability for \$100,000 limit. The general aggregate shall be endorsed to provide that it applies to the Work only.

(b) Automobile liability, covering all owned, non-owned, and hired vehicles used in connection with the Work: Bodily injury (including death) and property damage with a combined single limit of \$1,000,000 per person and \$1,000,000 each occurrence.

(c) Such policies shall be supplemented by an umbrella policy, also written on an occurrence basis, to provide additional protection to provide coverage in the total amount of \$5,000,000 for each occurrence and \$5,000,000 aggregate. The Developer's insurance shall be primary to any insurance maintained by the City.

(d) The Developer shall obtain an additional named insurance endorsement for the CGL and automobile liability coverage with the following named insureds for covered claims arising out of the performance of the Work under the Construction Documents:

- (i) the City of Canal Winchester; and
- (ii) Canal Winchester City Council members, executive officers, and employees;

Each policy of insurance and respective certificate of insurance shall expressly provide that no less than 30 days prior written notice shall be given to City in the event of cancellation or non-renewal of the coverage contained in such policy.

(e) Insurance policies shall be written on an occurrence basis only.

(f) Products and completed operations coverage shall commence with the certification of the acceptance of the Public Infrastructure Improvements pursuant to Section 4.4 and shall extend for not less than two years beyond that date.

(g) The Developer shall require all contractors and subcontractors to provide workers' compensation, CGL, and automobile liability insurance with the same minimum limits specified herein, to the extent reasonably practicable.

Section 5.6. City Income Tax Withholdings. The Developer shall withhold and pay, shall require all contractors to withhold and pay, and shall require all contractors to require all subcontractors to withhold and pay, all City income taxes due or payable with respect to wages, salaries, commissions and any other income subject to the provisions of Chapter 181 of the Canal Winchester Codified Ordinances.

Section 5.7. Compliance with Occupational Health and Safety Act of 1970. The Developer and all contractors and subcontractors shall be solely responsible for their respective compliance with the Occupational Safety and Health Act of 1970 under this Agreement.

Section 5.8. Provision of Security for Mechanics' Liens. To the extent any material supplier, contractor, or subcontractor files and records a mechanics' lien against the Public Infrastructure Improvements, the Developer shall, or shall require the appropriate contractor to, provide any security permitted by Section 1311.11(C)(1) of the Ohio Revised Code to cause that mechanics' lien to be released of record with respect to the Public Infrastructure Improvements.

Section 5.9. Security for Performance. The Developer shall furnish or require all contractors performing Work to furnish prior to commencement of construction of the Public Infrastructure Improvements a performance and payment bond that shall name the Developer and the City as obligees in the form provided by Section 153.57 of the Ohio Revised Code. The bond shall cover all Costs of the Work, including a guarantee period of one (1) year set forth in Section 5.10 hereof.

Any bond shall be executed by sureties that are licensed to conduct business in the State as evidenced by a Certificate of Compliance issued by the Ohio Department of Insurance. All bonds signed by an agent must be accompanied by a power of attorney of the agent signing for the surety. If the surety of any bond so furnished by a contractor declares bankruptcy, become insolvent or its right to do business is terminated in Ohio, the Developer, within five (5) days thereafter, shall substitute another bond and surety or cause the contractor to substitute another bond and surety, both of which shall be acceptable to the City and the Developer. The Developer shall provide to the City prior to commencement of any Work by any contractor a copy the security for performance provided by the Developer or contractor pursuant to this Section.

Section 5.10. Further Developer Guaranties Relating to the Public Infrastructure Improvements. The Developer guarantees that it will cause to be exercised in the performance of the Work the standard of care normally exercised by well-qualified engineering and construction

organizations engaged in performing comparable services in Central Ohio. The Developer further warrants that the Work and any materials and equipment incorporated into the Work will be free from defects, including defects in the workmanship or materials (without regard to the standard of care exercised in its performance) for a period of one (1) year after final written acceptance of the Work by City (the "Guarantee Period"). The performance and payment bond of the contractor(s) shall remain in effect until the expiration of the Guarantee Period. The guarantee provided in this Section shall be in addition to, and not in limitation of, any other guarantee, warranty or remedy provided by law, a manufacturer or the Construction Documents.

If defective Work becomes apparent within the warranty or Guarantee Period, the City shall promptly notify the Developer in writing and provide a copy of said notice to the Engineer. Within ten (10) days of receipt of said notice, the Developer shall visit the project in the company of one or more representatives of the City to determine the extent of the defective work and agree upon the repairs necessitated thereby. The Developer shall, within a reasonable time frame, repair or replace (or cause to be repaired or replaced) the defective Work, including all adjacent Work damaged as a result of such defective Work or as a result of remedying the defective Work. If the defective Work is considered by the City to be an emergency (i.e., it threatens exposure to personal injury, death or significant property damage to the City or the public), the City may require the Developer to visit the project within one (1) day of receipt of said notice. The Developer shall be fully responsible for the cost of temporary materials, facilities, utilities or equipment required during the repair or replacement of the defective Work.

If the Developer does not repair or replace defective Work within a reasonable time frame, the City shall repair or replace such defective Work and charge the cost thereof to the Developer or the Developer's surety; provided, however, that Developer shall have no less than thirty (30) days in which to effectuate the repairs after agreement on the scope of such repairs is reached by Developer and City (or, in the event of an emergency, no less than twenty-four hours after visiting the project to implement sufficient temporary measures). Work which is repaired or replaced by the Developer shall be inspected and accepted by the Engineer and City within seven (7) calendar days of Developer's notification that the same has been completed and shall be guaranteed by the Developer for one (1) year from the date of acceptance of the corrective work by the City.

ARTICLE VI

PAYMENT OF COST OF THE WORK

Section 6.1. Deposit of Monies in the TIF Fund. Pursuant to the TIF Ordinance, the City has established the TIF Fund for, inter alia, the payment of the Cost of the Work. Upon the execution of this Agreement, the City covenants and agrees to deposit monies into the TIF Fund as such funds are received from the Franklin County Auditor from Service Payments, and thereafter to deposit into the TIF Fund all Service Payments required to be deposited therein pursuant to the TIF Ordinance.

Section 6.2. Disbursements from the TIF Fund. The City agrees to pay the Developer TIF Reimbursement Amount in installments, with the first installment in the amount of two hundred

fifty thousand dollars (\$250,000.00) due upon final completion of the Work, as evidenced by receipt of the Engineer's Completion Certificate, acceptance by the City and submittal by the Developer of a written requisition substantially in the form attached hereto as Exhibit D (the "*Written Requisition*"). The second installment, in the amount of two hundred fifty thousand dollars (\$250,000.00) shall be due the later of (i) September 1, 2020, or (ii) thirty (30) days after final completion of the Work, acceptance by the City, and submittal of the Written Requisition; and the third and final installment, in an amount up to one hundred thousand dollars (\$100,000.00) shall be due the later of (i) April 1, 2021, or (ii) thirty (30) days after final completion of the Work, acceptance by the City, and submittal of the Written Requisition. The total Developer TIF Reimbursement Amount shall not, unless agreed to in writing by the City and Developer, exceed six hundred thousand dollars (\$600,000.00).

Section 6.3. Lien Waivers. Upon final completion of the Work and acceptance by the City, Developer shall deliver to City copies of conditional final lien waivers executed by all subcontractors, suppliers or lien claimants.

Section 6.4. Tax Covenants. The obligation of the City to make payments to the Developer pursuant to this Agreement is not an obligation or pledge of any moneys raised by taxation and does not represent or constitute a debt or pledge of the faith and credit of the City. Except for the payments from the TIF Fund and in the aggregate amount described in this Agreement, the Developer shall receive no other monies from the City in connection with the construction of the Public Infrastructure Improvements.

ARTICLE VII

EVENTS OF DEFAULT AND REMEDIES

Section 7.1. General. Except as otherwise provided in this Agreement, in the event of any default in or breach of this Agreement, or any of its terms or conditions, by either Party hereto, such Party shall, upon written notice from the other, proceed promptly to cure or remedy such default or breach, and, in any event, within thirty (30) days after receipt of such notice. In the event such default or breach is of such nature that it cannot be cured or remedied within said thirty (30) day period, then in such event the Party shall, upon written notice from the other, commence its actions to cure or remedy said breach within said thirty (30) day period, and proceed diligently thereafter to cure or remedy said breach. In case such action is not taken or not diligently pursued, or the default or breach shall not be cured or remedied within a reasonable time, which shall be no less than thirty (30) days, the following remedies may be pursued: (i) the aggrieved Party may institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach, including, but not limited to, proceedings to compel specific performance by the Party in default or breach of its obligations; and (ii) in addition, if the default or breach is a failure of the Developer to achieve final completion of the Work by the date set forth in Section 4.2 herein, as adjusted by Change Order, then the City may proceed to perform the Developer's obligations under this Agreement, and pay the costs thereof from the TIF Fund up to the amount designated for the Cost of the Work. The

Developer and its surety shall be responsible for any deficiency in paying for curing the breach that cannot be covered out of the TIF Fund.

Section 7.2. Other Rights and Remedies; No Waiver by Delay. The Parties shall each have the right to institute such actions or proceedings as it may deem desirable for effectuating the purposes of, and its remedies under, this Agreement; provided, that any delay by either Party in instituting or prosecuting any such actions or proceedings or otherwise asserting its rights under this Agreement shall not operate as a waiver of such rights or to deprive it of or limit such right in any way (it being the intent of this provision that neither Party should be constrained, so as to avoid the risk of being deprived of or limited in the exercise of the remedy provided in this Agreement because of concepts of waiver, laches, or otherwise, to exercise such remedy at a time when it may still hope otherwise to resolve the problems created by the default involved); nor shall any waiver in fact made by either Party with respect to any specific default by the other Party under this Agreement be considered or treated as a waiver of the rights of such party with respect to any other defaults by the other Party to this Agreement or with respect to the particular default except to the extent specifically waived in writing.

Section 7.3. Force Majeure. Notwithstanding anything contained in Sections 7.1 and 7.2 to the contrary and except as otherwise provided herein, no Party shall be considered in default in its obligations to be performed hereunder, if delay in the performance of such obligations is due to unforeseeable causes beyond its control and without its fault or negligence, including but not limited to, Force Majeure; it being the purpose and intent of this paragraph that in the event of the occurrence of any such enforced delay, the time or times for performance of such obligations shall be extended for the period of the enforced delay; provided, however, that the Party seeking the benefit of the provisions of this Section 7.3 shall, within fourteen (14) days after the beginning of such enforced delay, notify the other Party in writing thereof and of the cause thereof and of the duration thereof or, if a continuing delay and cause, the estimated duration thereof, and if the delay is continuing on the date of notification, within ten (10) days after the end of the delay, notify the other Party in writing of the duration of the delay.

ARTICLE VIII

DISPUTE RESOLUTION PROVISIONS AS TO AMENDMENTS AND CLAIMS

Section 8.1. Notice and Filing of Requests. Any request by the City or the Developer for amendment of the terms of this Agreement, including without limitation, for additional funds or time for performance, shall be made in writing and given prior to final completion of the Public Infrastructure Improvements.

Section 8.2. Request Information. In every written request given pursuant to Section 8.1 hereof, the Party giving notice shall provide the nature and amount of the request; identification of persons, entities and events responsible for or related to the request; and identification of the activities on the applicable schedule affected by the request.

Section 8.3. Meeting. Within ten (10) days of receipt of the request given pursuant to Section 8.1 hereof, the Parties shall schedule a meeting in an effort to resolve the request and

shall attempt in good faith to reach a decision on the request promptly thereafter or reach a decision on the request without a meeting, unless a mutual agreement is made to extend such time limit. The meeting shall be attended by persons expressly and fully authorized to resolve the request on behalf of the City and the Developer. Any decision on the request shall be made to the mutual reasonable satisfaction of the Parties.

Section 8.4. Mediation. If no decision is reached within thirty (30) days of the date of the meeting held pursuant to Section 8.3 hereof, the Parties may submit the matter to mediation, upon written agreement between them, or exercise any other remedy permitted to them at law or in equity. All costs of mediation shall be split evenly between the Parties except that each Party shall pay its own attorneys' fees and preparation costs.

Section 8.5. Performance. The City and the Developer shall proceed with their respective performance of this Agreement during any dispute resolution process, unless otherwise agreed by them in writing.

ARTICLE IX

MISCELLANEOUS

Section 9.1. Notice. Except as otherwise specifically set forth in this Agreement, all notices, demands, requests, consents or approvals given, required or permitted to be given hereunder shall be in writing and shall be deemed sufficiently given if actually received or if hand-delivered or sent by recognized, overnight delivery service or by certified mail, postage prepaid and return receipt requested, addressed to the other party at the address set forth in this Agreement or any addendum to or counterpart of this Agreement, or to such other address as the recipient shall have previously notified the sender of in writing, and shall be deemed received upon actual receipt, unless sent by certified mail, in which event such notice shall be deemed to have been received when the return receipt is signed or refused. Any process, pleadings, notice of other papers served upon the Parties shall be sent by registered or certified mail at their respective Notice Address, or to such other address or addresses as may be furnished by one party to the other.

Section 9.2. Extent of Covenants; No Personal Liability. All covenants, obligations and agreements of the Parties contained in this Agreement shall be effective to the extent authorized and permitted by applicable law. No such covenant, obligation or agreement shall be deemed to be a covenant, obligation or agreement of any present or future member, officer, agent or employee of any Party other than his or her official capacity, and neither the members of the legislative body of City nor any official executing this Agreement shall be liable personally under this Agreement or be subject to any personal liability or accountability by reason of the execution thereof or by reason of the covenants, obligations or agreements of the Parties contained in this Agreement.

Section 9.3. 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 9.4. Binding Effect Against Successors and Assigns. The provisions of this Agreement shall be binding upon the successors or assigns of the Parties.

Section 9.5. Recitals. The Parties acknowledge and agree that the facts and circumstances as described in the Recitals hereto are an integral part of this Agreement and as such are incorporated herein by reference.

Section 9.6. Entire Agreement. This Agreement embodies the entire agreement and understanding of the Parties relating to the subject matter herein and therein and may not be amended, waived or discharged except in an instrument in writing executed by the Parties.

Section 9.7. 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 9.8. 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, counterclaims, disputes and other matters in question between any of the Parties and their respective 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 9.9. Assignment. Except from the Developer to an entity controlling, controlled by, or under common control with the Developer, this Agreement may not be assigned without the prior written consent of all non-assigning Parties.

Section 9.10. Survival of Representations and Warranties. All representations and warranties of the Parties in this Agreement shall survive the execution and delivery of this Agreement.

[SIGNATURE PAGES TO FOLLOW]

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.

CITY OF CANAL WINCHESTER, OHIO

By: _____

Printed: _____

Title: _____

Approved as to Form:

By: _____

Printed: Eugene L. Hollins

Title: Director of Law

DRAFT

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.

DEVELOPER:
OPUS DEVELOPMENT COMPANY, L.L.C.

By: _____

Printed: _____

Title: _____

DRAFT

FISCAL OFFICER'S CERTIFICATE

The undersigned, Director of Finance of the City of Canal Winchester, Ohio under the foregoing Agreement, certifies hereby that the moneys required to meet the obligations of the City during the year 2019 under the foregoing Agreement have been appropriated lawfully for that purpose, and are in the Treasury of the City or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Sections 5705.41 and 5705.44, Ohio Revised Code.

Dated: _____, 2019

Printed: _____

Title: _____
City of Canal Winchester, Ohio

DRAFT

EXHIBIT A

[Description and Depiction of the Property]

LEGAL DESCRIPTION

76.961 Acres

Situated in the State of Ohio, county of Franklin, City of Canal Winchester, Section 24, Township 11, Range 21, Congress Lands and being all of those tracts of land as conveyed to Gender/Thirty-three of record in Official Record 11357F13, Official Record 11357F16 and Official Record 27286D07; all deed references refer to the records of The Recorder's Office, Franklin County, Ohio and described as follows:

Beginning for reference at F.C.G.S. Monument 2270 reset located at the intersection of the northerly right-of-way line of Winchester Boulevard extended, also being the southerly line of said Section 24, with the centerline of Gender Road;

Thence North $85^{\circ}45'23''$ West with said northerly right-of-way line and said southerly section line a distance of 1231.68 feet to an iron pin set at the southwesterly corner of a 14.828 acre tract as conveyed to Winchester Square LLC of record in Instrument Number 200412200286893, the northwesterly corner of that 2.119 acre tract as conveyed to the Village of Canal Winchester of record in Official Record 31057H09, and the northeasterly corner of that 0.629 tract as conveyed to the City of Canal Winchester of record in Instrument Number 201608180109326, at the **True Point of Beginning** for the description;

Thence North $85^{\circ}45'23''$ West continuing with said southerly section line, partly with northerly line of said 0.629 acre tract, a distance of 415.05 feet to an iron pin set at the northwesterly corner of said 0.629 acre tract and the northeasterly corner of the remainder of that original 3.924 acre tract as conveyed to Gender/Thirty-Three of record in Official Record 27286D07;

Thence South $04^{\circ}14'37''$ West with the westerly line of said 0.629 acre tract, a distance of 66.00 feet to a 13/16" pipe with a EMH&T cap at a corner thereof, a northwesterly corner of that 2.679 acre tract as conveyed to Winchester Office Park LLC of record in Instrument Number 201602230021315 and a northeasterly corner of that 11.280 acre tract as conveyed to Phele Investment of record in Instrument Number 201706150081040;

Thence North $85^{\circ}45'23''$ West with a northerly line of said 11.280 acre tract, a distance of 778.26 feet to an iron pin set at a corner thereof;

Thence North $04^{\circ}14'37''$ East with a westerly line of said 11.280 acre tract, a distance of 66.00 feet to an iron pin set at a corner thereof and the northwesterly corner of said remainder of that original 3.924 acre tract;

Thence North $85^{\circ}45'23''$ West with the northerly line of said 11.280 acre tract, a distance of 300.00 feet to a 13/16" pipe with an EMH&T cap at the northwesterly corner of said 11.280 acre tract and the northeasterly corner of a 78.384 acre tract as conveyed to Baker Levin Farms, LLC of record in Instrument Number 200704240071166, the southeasterly corner of a 134.50 acre tract as conveyed to Baker Levin Farms, LLC of record in Instrument Number 200704240071166, also being the southwesterly corner of Section 24 at its common corner with Sections 23, 25, and 26;

Thence North $4^{\circ}26'33''$ East with the easterly line of said 134.50 acre tract and the common line between Section 24 and 23 a distance of 1597.99 feet to a 13/16" pipe with an EMH&T cap at an angle point in said line;

Thence North $4^{\circ}20'59''$ East partly with the easterly line of said 134.50 acre tract and partly with the easterly line of a 20.1366 acre tract as conveyed to Dill's Realty LLC of record in Instrument Number 200111050255847, and the common line between sections 24 and 23, passing a 3/4" pipe found no cap at a corner thereof in the southerly limited access right-of-way line of U.S. Route 33 as recorded in Deed Book 2390, page 592, Parcel 69LA at 866.30 feet, a total distance of 1003.99 feet to an iron pin set in the centerline of said U.S. Route 33 and at a southwesterly corner of that 41.990 acre tract as conveyed to The Mountain Agency, LLC of record in Instrument Number 201110030124958;

Thence with said centerline and the southerly line of said 41.990 acre tract, the following courses:

South $61^{\circ}15'27''$ East a distance of 2181.96 feet to an iron pin set;

South $68^{\circ}29'07''$ East a distance of 332.64 feet to an iron pin set at a corner thereof and on the northerly line of that original 89.393 acre tract as conveyed to the Winchester Land Company of record in D.B. 3194, Pg. 681;

Thence North $85^{\circ}45'42''$ West with the said northerly line, a distance of 468.51 feet to a 5/8" rebar found with a Preferred Surveying Company cap at an angle point in the said southerly limited access right-of-way line of said U.S. Route 33 and the northerly line of that 11.315 acre tract as conveyed to HD Development of Maryland Inc. of record in Instrument Number 200707020115156;

Thence with the said southerly limited access right-of-way line and the said northerly line the following courses:

North $49^{\circ}06'05''$ West a distance of 173.99 feet to a 5/8" rebar found with a Preferred Surveying Company cap;

A curve to the left having a radius of 12402.67 feet, with a delta of $0^{\circ}44'23''$, subtended by a chord which bears North $63^{\circ}11'48''$ West, a chord distances of 160.13 feet, with an arc length of 160.13 feet to a 5/8" rebar found with a Preferred Surveying Company cap at a corner of said 11.315 acre tract;

LEGAL DESCRIPTION

76.961 Acres

Thence with the westerly line of said 11.315 acre tract the following courses:

South 26°59'54" West a distance of 217.80 feet to an iron pin set at a corner thereof;
North 84°57'47" West a distance of 134.89 feet to an iron pin set at a corner thereof;

Thence South 4°55'08" West partly with said westerly line and partly with the westerly line of a 6.395 acre tract as conveyed to Winchester Square LLC of record in Instrument Number 201412150165939 a distance of 822.51 feet to an iron pin set at a corner thereof;

Thence South 24°45'23" East partly with the westerly line of said 7.393 acre tract and partly with the westerly line of said 14.828 acre tract passing a 13/16" iron pipe found with the EMH&T cap at a distance of 162.39 feet a total distance of 345.56 feet to an iron pin set at a corner thereof;

Thence South 4°14'37" West with the westerly line of said 14.828 acre tract a distance of 440.00 feet to the **True Point of Beginning** and containing 76.961 acres of land more or less, 51.032 acres being out of PID 184-000532, 24.750 acres out of PID 184-000871 (6.551 acres in present road occupied) and 1.179 acres out of PID 184-001702.

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

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

The basis of bearing is based on a bearing of North 85°45'23" West for the southerly line of Section 24 as determined by GPS observation, based on NAD 83 (2011), Ohio State Plane South zone and post processed using an OPUS Solution.

CESO, Inc.

Jeffrey A. Miller PS
Registered Surveyor No.7211

Date 9/12/2018



SURVEY OF ACREAGE PARCEL

STATE OF OHIO, COUNTY OF FRANKLIN, CITY OF CANAL WINCHESTER,
SECTION 24, TOWNSHIP 11, RANGE 21
CONGRESS LANDS

THE MOUNTAIN AGENCY, LLC.
PID: 184-001002
IN. 201110030124958
41.990 ACRES

STATE OF OHIO
HIGHWAY EASEMENT
D.B. 2390, PAGE 592
PARCEL NO. 69LA

GENDER/THIRTY-THREE
PID: 184-000871
O.R. 11357, F13
O.R. 11357, F16
ORIGINAL 24.355 ACRES
(18.199 ACRES)

GENDER/THIRTY-THREE
PID: 184-000532
O.R. 11357, F13
O.R. 11357, F16
ORIGINAL 89.393 ACRES
(51.032 ACRES)

76.961 ACRES

HD DEVELOPMENT OF
MARYLAND INC.
PID: 184-003006
IN. 200707020115156
11.315 ACRES

WINCHESTER SQUARE LLC
PID: 184-002986
IN. 201412150165939
6.395 ACRES

WINCHESTER SQUARE LLC
PID: 184-001700
IN. 200412200286893
14.828 ACRES

THE VILLAGE OF CANAL
WINCHESTER
O.R. 31057, H09 - 2.119 ACRES

**WINCHESTER BLVD.
PUBLIC - R/W VARIES**

CITY OF CANAL WINCHESTER
PID: 184-003242
IN. 201608180109326 - 0.629 ACRE

WINCHESTER OFFICE
PARK LLC
PID: 184-003243
IN. 201602230021315
2.679 ACRES

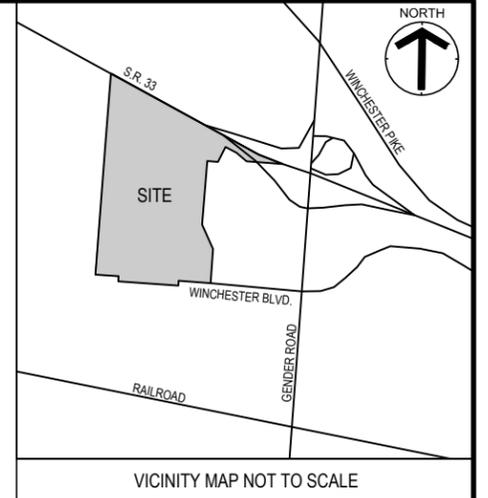
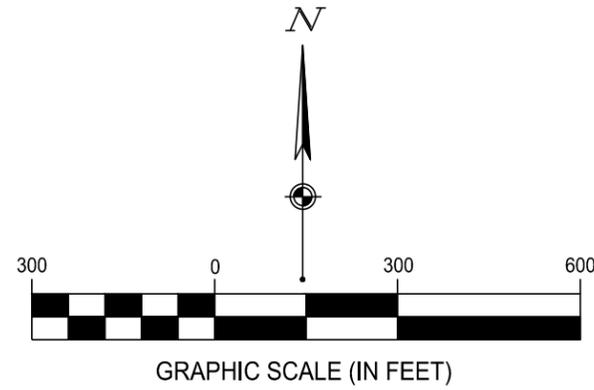
PHELE INVESTMENT
PID: 184-000996
IN. 201706150081040
11.280 ACRES

GENDER/THIRTY-THREE
PID: 184-001702
O.R. 27286, D07
ORIGINAL 3.924 ACRES
(1.179 ACRES)

BAKER LEVIN FARMS, LLC
PID: 180-000255
IN. 200704240071166
78.384 ACRES

DILL'S REALTY LLC
PID: 180-004981
IN. 200111050255847
20.1366 ACRES

BAKER LEVIN FARMS, LLC
PID: 180-000290
IN. 200704240071166
134.50 ACRES



LEGEND

- 5/8"x30" REBAR W/ YELLOW CAP STAMPED "CESO" SET
- IRON PIN FOUND
- MONUMENT BOX FOUND

Curve table

Curve	Radius	Arc Length	Chord	Delta Angle	Tangent
C1	12402.67'	160.13'	N63° 11' 48"W - 160.13'	0° 44' 23"	80.07'

BASIS OF BEARING:

THE BEARINGS SHOWN ON THIS SURVEY ARE BASED ON A BEARING OF N85° 45' 23" W FOR THE SOUTHERLY LINE OF SECTION 24 AS DETERMINED BY GPS OBSERVATION, BASED ON NAD 83 (2011), OHIO STATE PLANE SOUTH ZONE AND POST PROCESSED USING AN OPUS SOLUTION.

JEFFREY A. MILLER, OHIO PS NO 7211
jeff.miller@cesoinc.com

DATE

SURVEY OF ACREAGE PARCEL

GENDER/THIRTY-THREE

WINCHESTER BLVD SECTION 24, TOWNSHIP 11, RANGE 21
CITY OF CANAL WINCHESTER FRANKLIN COUNTY, OHIO

SCALE: 1"=300' DATE: NOVEMBER 2018

DESIGN: N/A	 WWW.CESOINC.COM	JOB NO.: 755691
DRAWN: JEK		SHEET NO.:
CHECKED: JAM		1 OF 1

EXHIBIT B

PUBLIC INFRASTRUCTURE IMPROVEMENTS

The Public Infrastructure Improvements include:

- Extension of street and associated storm sewers, street lighting, streetscape landscaping, sidewalks, and water lines. The components of the improvements are identified in more detail, with their estimated costs, on the Kimley-Horn Engineer's Opinion of Probable Construction Cost that follows this page, and the improvements are generally depicted on the Site Plan (Exhibit C).

The City will reimburse the developer based on the Cost of the Work as set forth in Section 6.2 of the Agreement.

[Kimley-Horn Engineer's Opinion of Probable Construction Cost is on the pages that follow and is part of this Exhibit B]



2400 Corporate Exchange Drive,
Suite 120
Columbus, OH 43231

ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COST
(Site Improvements)

Project: Project Casto
Location: 5080 Gender Road
Date: January 15, 2018

1.00	DEMOLITION	QUANTITY	UNITS	PRICE	COST
1.10	Removal				
1.11	Clearing and Grubbing	1	LS	\$ 5,000.00	\$ 5,000.00
1.20	Utility Removal				
1.21	Light Pole Relocation	2	EA	\$ 7,500.00	\$ 15,000.00
Subtotal Demolition					\$ 20,000.00

2.00	EARTHWORK	QUANTITY	UNITS	PRICE	COST
2.10	Material				
2.11	Net Export (Assume Export to Adjacent Site)	4,994	CY	\$ 3.00	\$ 14,980.80
2.12	Topsoil Export	600	CY	\$ 20.00	\$ 12,000.00
2.13	Fine Grading	4,800	SY	\$ 2.00	\$ 9,600.00
2.14	Equipment Mobilization	1	LS	\$ 2,500.00	\$ 2,500.00
Subtotal Earthwork					\$ 39,080.80

3.00	EROSION CONTROL	QUANTITY	UNITS	PRICE	COST
3.10	Erosion Control				
3.11	Construction Entrance	1	EA	\$ 3,000.00	\$ 3,000.00
3.12	Temporary Seeding	37,902	SF	\$ 0.30	\$ 11,370.60
3.20	Sediment Control				
3.21	Inlet Filter Baskets	6	EA	\$ 150.00	\$ 900.00
3.22	Silt Fence Installation	1,213	LF	\$ 2.00	\$ 2,426.00
3.30	Miscellaneous				
3.31	Temporary Concrete Washout	1	EA	\$ 500.00	\$ 500.00
3.32	Street Sweeping & Dust Control	1	LS	\$ 5,000.00	\$ 5,000.00
Subtotal Erosion Control					\$ 23,196.60

4.00	PAVING/SITE ITEMS	QUANTITY	UNITS	PRICE	COST
4.10	Heavy Duty Asphalt Pavement				
4.11	1.25" Asphalt Concrete Surface Course	4,450	SY	\$ 13.00	\$ 57,850.00
4.12	1.75" Asphalt Concrete Intermediate Course	4,450	SY	\$ 16.00	\$ 71,200.00
4.13	7" Asphalt Concrete Base	4,450	SY	\$ 16.00	\$ 71,200.00
4.14	6" Aggregate Base (Limestone)	4,450	SY	\$ 13.00	\$ 57,850.00
4.15	Tackless Tack Coat	8,900	SY	\$ 2.00	\$ 17,800.00
4.20	Site Items				
4.21	Concrete Sidewalk (5" P.C. Concrete & 4" Aggregate Base Course - CA7)	5,035	SF	\$ 15.00	\$ 75,525.00
4.22	6" x 12" Curb & Gutter	2,130	LF	\$ 20.00	\$ 42,600.00
4.23	1' Concrete Ribbon	74	LF	\$ 15.00	\$ 1,110.00
4.24	Light Poles	10	EA	\$ 7,500.00	\$ 75,000.00
4.25	Light Pole Wiring, Fusing, and Conduit	2,000	LF	\$ 45.00	\$ 90,000.00
Subtotal Paving					\$ 560,135.00

5.00	STORM SEWER SYSTEM	QUANTITY	UNITS	PRICE	COST
5.10	Storm Sewer				
5.11	4" Underdrain	2,130	LF	\$ 12.00	\$ 25,560.00
5.12	18" RCP (new leads drain to 24" trunk)	168	LF	\$ 55.00	\$ 9,240.00
5.13	24" RCP (new trunk for road, drains to ditch - assumed size)	682	LF	\$ 72.00	\$ 49,104.00
5.20	Storm Structures				
5.21	4' Diameter Storm Catch Basin	6	EA	\$ 2,000.00	\$ 12,000.00
5.22	5' Diameter Storm Manhole	3	EA	\$ 2,700.00	\$ 8,100.00
5.30	Miscellaneous				
5.31	Connect to Existing Structure	2	EA	\$ 3,000.00	\$ 6,000.00
Subtotal Storm Sewer System					\$ 110,004.00

6.00	WATER MAIN SYSTEM	QUANTITY	UNITS	PRICE	COST
6.10	Water Main				
6.11	12" Water Main - D.I.P.	1,144	LF	\$ 75.00	\$ 85,800.00
6.20	Water Structures				
6.21	12" Valve in Valve Vault	1	EA	\$ 5,500.00	\$ 5,500.00
6.23	Fire Hydrant w/ Auxiliary Valve & Valve Box	3	EA	\$ 4,000.00	\$ 12,000.00
6.30	Miscellaneous				
6.31	Flush, Pressure Test & Chlorinate	1	LS	\$ 3,000.00	\$ 3,000.00
6.32	Connect to Existing Stub	1	EA	\$ 1,700.00	\$ 1,700.00
Subtotal Water Main System					\$ 108,000.00

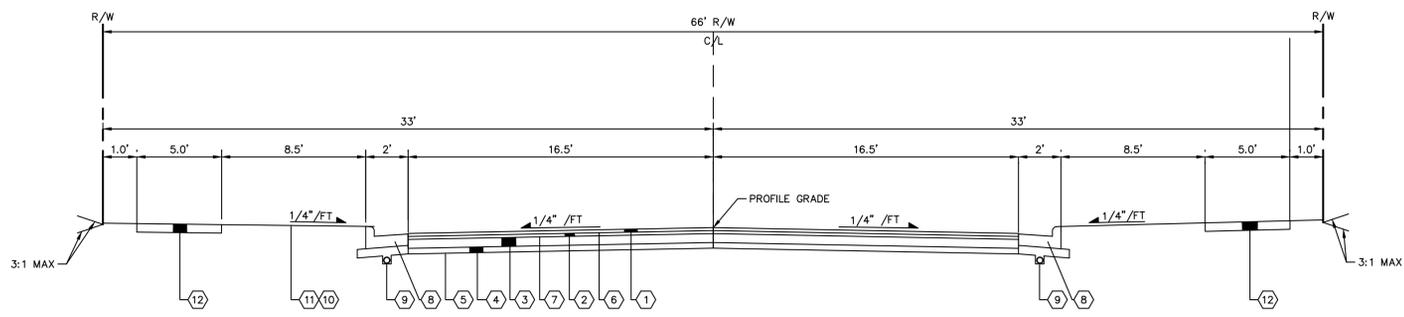
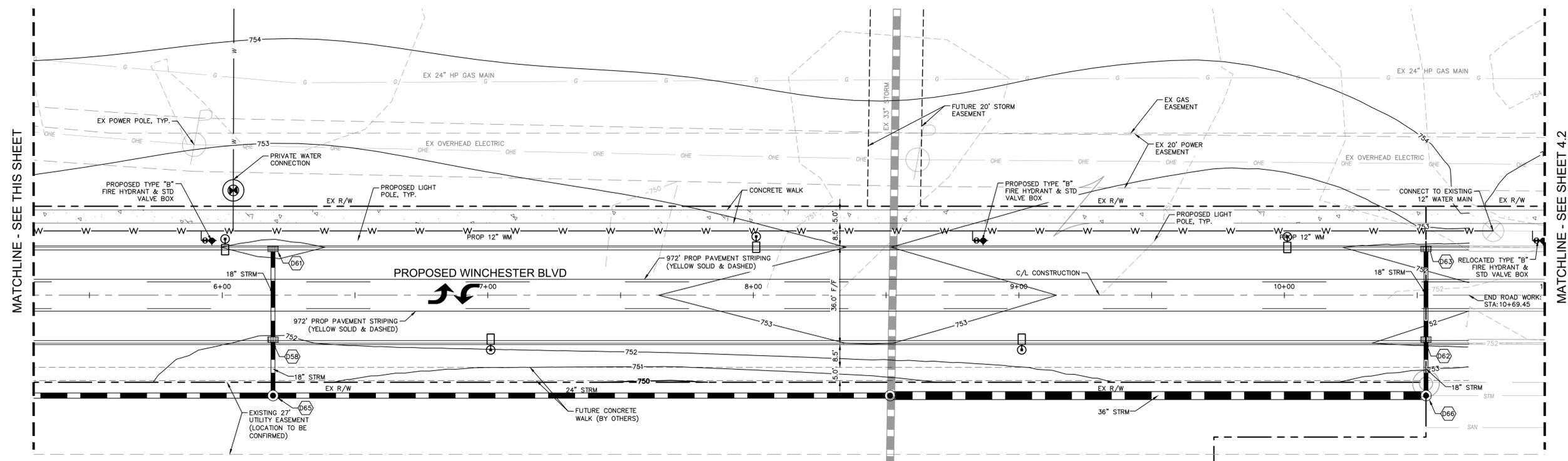
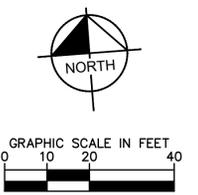
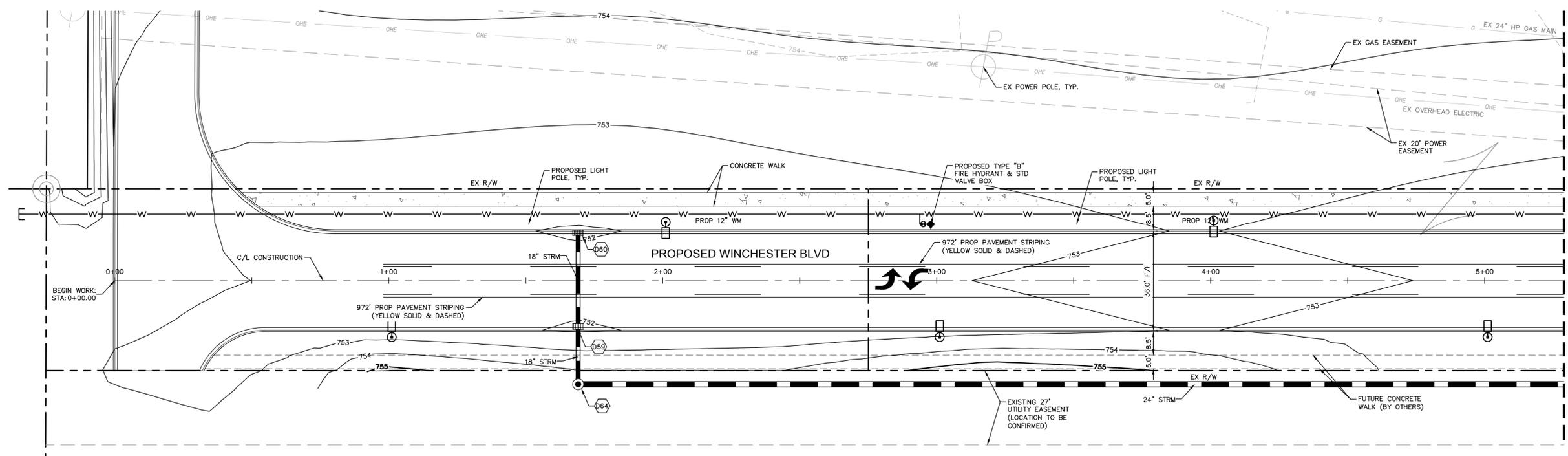
7.00	LANDSCAPING	QUANTITY	UNITS	PRICE	COST
7.10	Landscape				
7.11	Landscape Allowance	1	LS	\$ 15,000.00	\$ 15,000.00
Subtotal Landscaping					\$ 15,000.00
SUMMARY					
1.00	DEMOLITION				\$ 20,000.00
2.00	EARTHWORK				\$ 39,080.80
3.00	EROSION CONTROL				\$ 23,196.60
4.00	PAVING/SITE ITEMS				\$ 560,135.00
5.00	STORM SEWER SYSTEM				\$ 110,004.00
6.00	WATER MAIN SYSTEM				\$ 108,000.00
7.00	LANDSCAPING				\$ 15,000.00
TOTAL					\$ 875,416.40
SURVEY & STAKING FEES (2%)					\$ 17,508.33
DESIGN FEES (5%)					\$ 43,770.82
CITY PERMITS/INSPECTIONS (ALLOWANCE)					\$ 25,000.00
CONTRACTOR FEE (4%)					\$ 35,016.66
CONTINGENCY & GENERAL CONDITIONS (11%)					\$ 96,295.80
TOTAL					\$ 1,093,008.01

This Engineer's Opinion of Probable Construction Cost is based upon the Preliminary Engineering Plans prepared by Kimley-Horn dated 12/13/18. The Engineer has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided herein are based on the information known to Engineer at this time and represent only the Engineer's judgment as a design professional familiar with the construction industry. The Engineer cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs.

EXHIBIT C

SITE PLAN

Drawing name: K:\CLB_DEVA\190033000_Opus_Cons\Winchester_OH_V2 Design\CAD\PlanSheets\C7.0 CANAL WINCHESTER EXTENSION.dwg C7.1 WINCHESTER BLVD EXTENSION Feb 27, 2019 4:10pm by: berrilary
 This document, together with the concepts and designs presented herein, is an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.



- PROFILE LEGEND**
- ① ITEM 448 - 1-1/4" ASPHALT CONCRETE SURFACE COURSE, TYPE 1, T1H PG 70-72
 - ② ITEM 448 - 1-3/4" ASPHALT CONCRETE INTERMEDIATE COURSE, TYPE 2, T1H PG 70-72
 - ③ ITEM 301 - 7" ASPHALT CONCRETE BASE, T1H PG 70-72
 - ④ ITEM 304 - 6" AGGREGATE BASE, LIMESTONE ONLY
 - ⑤ ITEM 204 - SUBGRADE COMPACTION
 - ⑥ ITEM 407 - TACKLESS TACK COAT FOR INTERMEDIATE COURSE, ITEM 407-SS-INTSS-1HM (0.04 GAL/SY)
 - ⑦ ITEM 407 - TACKLESS TACK COAT, ITEM 407-SS-INTSS-1HM (0.075 GAL/SY)
 - ⑧ ITEM 609 - COMBINATION CURB AND GUTTER (PER COC STD DWG 2020 SPECIAL 8)**
 - ⑨ ITEM 605 - 4" PIPE UNDERDRAIN
 - ⑩ ITEM 659 - SEEDING AND MULCHING*
 - ⑪ ITEM 652 - 4" TOPSOIL MINIMUM**
 - ⑫ ITEM 608 - 4" CONCRETE WALK, CLASS S CONCRETE (PER STD DWG CW RD-12-01)**
- ALL ITEMS ARE ODOT CMS UNLESS OTHERWISE INDICATED:
- * CITY OF CANAL WINCHESTER SUPPLEMENTAL SPECIFICATION CW 210 SEEDING
 - ** CITY OF CANAL WINCHESTER SUPPLEMENTAL SPECIFICATION CW 205 TOPSOIL
 - *** CITY OF COLUMBUS ITEM NUMBER OR STANDARD DRAWING

Kimley-Horn								
© 2019 KIMLEY-HORN AND ASSOCIATES, INC. 2400 CORPORATE EXCHANGE DR., SUITE 120 COLUMBUS, OH 43231 WWW.KIMLEY-HORN.COM								
SCALE: AS NOTED	DESIGNED BY: DDL	DRAWN BY: IC	CHECKED BY: JMM					REVISIONS
PRELIMINARY NOT FOR CONSTRUCTION								DATE
PROJECT CASTO								
5080 GENDER ROAD CANAL WINCHESTER, OH 43110								
WINCHESTER BLVD EXTENSION								
ORIGINAL ISSUE: 2/27/2019								
KHA PROJECT NO. 190033000								
SHEET NUMBER								
C7.0								

EXHIBIT D

WRITTEN REQUISITION

No. _____

City of Canal Winchester, Ohio
36 S. High St.
Canal Winchester, Ohio 43110
Attention: Finance Director

Subject: Certificate and Request for Disbursement of Funds

You are hereby requested to disburse from the TIF Fund, which was created by Ordinance No. 13-34, and in accordance with the provisions of Section 6.2 of the Tax Increment Financing Agreement, dated _____, 2019 (the “*Agreement*”) by and between the City and Opus Development Company, L.L.C. (the “*Developer*”), the amount of \$ _____ as more fully set forth on Schedule A attached hereto to be paid pursuant to this Written Requisition to the Developer at _____. All capitalized terms not otherwise defined in this Written Requisition have the meanings assigned to them in the Agreement.

The undersigned Authorized Developer Representative does hereby certify in compliance with Section 6.2 of the Agreement that:

(i) I have read the Agreement and definitions relating thereto and have reviewed appropriate records and documents of Developer relating to the matters covered by this Written Requisition;

(ii) The amount and nature of the portion of the Cost of the Work requested to be paid are shown on Schedule A attached hereto;

(iii) The disbursement herein requested is for an obligation properly incurred, is a proper charge against the TIF Fund as a Cost of the Work, has not been the basis of any previous payment to the Developer from the TIF Fund, and was made in accordance with the Construction Documents;

(iv) The Public Infrastructure Improvements have not been materially injured or damaged by fire or other casualty in a manner which, if not repaired or replaced, would materially impair the ability of the Developer to meet its obligations under the Agreement;

(v) To the best of the Developer’s knowledge, the Developer is in material compliance with all provisions and requirements of the Agreement, including, but not limited to, all prevailing wage requirements;

(vi) To the best of the Developer's knowledge, no Event of Default set forth in Article VII of the Agreement, and no event which, but for the lapse of time or the giving of notice or both, would be such an Event of Default has occurred and is continuing;

(vii) Attached hereto as Schedule B are conditional lien waivers from any material suppliers, contractors and subcontractors who have provided services or materials to the Public Infrastructure Improvements as required by the Agreement, and the Developer further acknowledges its obligation to require, or require provision of, certain security pursuant to Section 5.8 of the Agreement in the event any mechanics' liens are filed in connection with the Public Infrastructure Improvements;

(viii) The Public Infrastructure Improvements are being and have been installed substantially in accordance with the Construction Documents for the Public Infrastructure Improvements and all materials for which payment is requested have been delivered to and remain on the Public Infrastructure Improvements Site;

(ix) The payment requested hereby does not include any amount which is not entitled to be retained under any holdbacks or retainages provided for in any agreement;

(x) The Developer has asserted its entitlement to all available manufacturers' warranties to date upon acquisition of possession of or title to such improvements or any part thereof which warranties have vested in Developer and shall be wholly transferable to the City.

EXECUTED this ____ day of _____, 20__.

By: _____
Authorized Developer Representative

2018 MORPC Salary Survey

General - Administration

Mayor with no City Manager or City Administrator	Government Entity	Avg. Annual Salary	Salary Range Minimum	Salary Range Maximum	Level of Match	# of Employees
Mayor	City of Canal Winchester	\$ 95,983.12				1
Mayor	City of Circleville	\$ 39,280.00	-	-		1
Mayor	City of Columbus	\$ 186,721.60			Equal to	1
Mayor	City of Lancaster	\$ 94,331.00			Equal to	1
Mayor	City of Whitehall	\$ 82,500.00			Equal to	1
Mayor	Village of West Jefferson	\$ 14,000.00				1
Mayor	City of Delaware	\$ 8,760.00			Equal to	1
Mayor	City of Dublin	\$ 16,065.00	\$ 15,750.00	\$ 15,750.00	Equal to	1
Mayor	City of Gahanna	\$ 103,809.00	\$ 103,809.00	\$ 103,809.00	Equal to	1
Mayor	City of Grove City	\$ 40,000.00				1
Mayor	City of Groveport	\$ 26,000.00				1
Mayor	City of New Albany	\$ 23,476.00				
Mayor	City of Pataskala	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	Equal to	1
Mayor	City of Powell	\$ 11,880.00			Less than	1
City Council President - Mayor	City of Upper Arlington	\$ 9,240.00	\$ 9,240.00	\$ 9,240.00	Equal to	1
Mayor	City of Westerville	\$ 12,600.00				1
Mayor	City of Worthington	\$ 10,400.00				1
Mayor	Village of Ashville	\$ 13,073.95	\$ 9,457.75	\$ 16,690.14	Equal to	1
Mayor	Village of Shawnee Hills	\$ 5,000.00				1
Mayor	Village of Sunbury	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00		
AVERAGES		\$21,807	\$27,209	\$28,415		

2018 MORPC Salary Survey

Council Members	Government Entity	Avg. Annual Salary	Salary Range Minimum	Salary Range Maximum	Level of Match	# of Employees
Council	City of Canal Winchester	\$ 6,921.00	\$ 6,592.00	\$ 7,251.00		7
Council Person	City of Circleville	\$ 5,783.00	-	-	Equal to	7
City Councilmember	City of Columbus	\$ 57,740.80			Greater than	6
Council Members	City of Delaware	\$ 8,260.00			Equal to	6
Council Members	City of Dublin	\$ 11,719.80	\$ 11,250.00	\$ 12,450.00	Equal to	5
Council Member	City of Gahanna	\$ 9,600.00	\$ 9,600.00	\$ 9,600.00	Equal to	7
Council Member	City of Grove City	\$ 11,000.00				5
Council Member	City of Groveport	\$ 6,000.00				6
Council Member	City of Lancaster	\$ 9,400.00			Equal to	9
City Council Members	City of Marysville	\$ 7,200.00	\$ 7,200.00	\$ 7,200.00	Equal to	7
Council Member	City of New Albany	\$ 10,578.00				
Council Member	City of Pataskala	\$ 5,071.14	\$ 5,000.00	\$ 5,500.00	Equal to	7
Council Member	City of Powell	\$ 7,920.00				6
Council Member	City of Upper Arlington	\$ 7,920.00	\$ 7,920.00	\$ 7,920.00	Equal to	6
Council Member	City of Westerville	\$ 9,000.00				7
Council Member	City of Whitehall	\$ 6,000.00			Equal to	7
Council Member	City of Worthington	\$ 7,920.00				6
Council Member/President	City of Worthington	\$ 9,120.00				1
County Commissioner	Delaware County	\$ 65,620.00				3
Commissioners	Union County	\$ 48,974.00	\$ 48,974.00	\$ 48,974.00		3
Trustees	Madison Township	\$ 22,600.00			Greater than	3
Trustees	Mifflin Township	\$ 22,676.00				3
Trustees	Violet Township	\$ 22,676.00				2
Council Members	Village of Ashville	\$ 4,800.00	\$ 3,000.00	\$ 7,200.00	Equal to	6
Council Members	Village of Shawnee Hills	\$ 1,200.00				6
Village Council	Village of Sunbury	\$ 1,900.00	\$ 1,900.00	\$ 1,900.00		6

AVERAGES	\$14,908	\$11,271	\$11,999		
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2017 Ohio Municipal League Municipal Officials Salary Survey
City Edition

Note: For your reference - highlighted cities are comparable in population and form of government.

MUNICIP	CENSUS	FORM_GOVMT	#Empl	FT Reg	Part Time	FT Fire F	FT Police	Mayor	
								Full Time	Part Time
Amherst	12021	Statutory	124	67	57	1	20	\$ 54,118.00	
Ashland	20362	Charter	273	208	74	33	27	\$ 88,400.00	
Ashtabula	19124	Charter	147	135	20	23	30	\$ 80,737.00	
Athens	23832	Statutory	274	185	89	22	31	\$ 81,286.00	
Aurora	15548	Charter	191	118	73	16	25	\$ 93,000.00	
Avon	21193	Charter	175	140	35	32	34	\$ 135,485.00	
Bay Village	15651	Charter	300	104	200	24	23	\$ 86,120.00	
Beachwood	11953	Charter	495	207	288	42	41	\$ 175,621.00	
Beavercreek	45193	Charter	160	133	8			\$ 6,000.00	
Bedford	13074	Charter	341	140	201	29	31		
Bellbrook	6943	Charter	47	33	14	7	12		\$ 6,000.00
Berea	19093	Charter	244	146	98	23	29	\$ 102,000.00	
Bowling Green	30028	Charter	310	285	25	49	40		\$ 30,000.00
Brecksville	13656	Charter	334	134	200	14	27	\$ 110,000.00	
Broadview Hts	19400	Charter	228	128	100	20	29	\$ 102,895.00	
Brookville	5884	Charter	82	29	53	1	12		\$ 5,000.00
Brunswick	34255	Charter	241	121	120	26	40		\$ 14,731.01
Bryan	8545	Charter	161	133	48	7	18	\$ 59,265.00	
Bucyrus	12362	Statutory	103	85	18	16	21	\$ 51,500.00	
Cambridge	10635	Statutory	252	146	106	20	20	\$ 70,155.00	
Campbell	8235	Charter	48	48	32	4	16		\$ 15,000.00
Canal Fulton	5479	Charter	88	27	61		9		\$ 9,900.00
Canal Winchester	7101	Charter	35	33	2			\$ 90,125.00	
Canfield	7515	Charter	46	27	3	9	16		\$ 6,600.00
Celina	10400	Statutory	111	90	21	14	15		\$ 15,999.00
Centerville 45458	23999	Charter	244	156	88		41		\$ 15,298.00
Chardon	5148	Charter	124	68	56		12		\$ 7,000.00
Chillicothe	21901	Statutory	256	241	15	42	53		\$ 55,803.00
Circleville	13314	Statutory	119	98	21	16	20		\$ 39,047.00
Clayton	13209	Charter	80	43	37	10	13		\$ 7,200.00
Cleveland Hts	46121	Charter	560	388	172	78	88		
Columbiana	6384	Charter	157	56	151		14		\$ 3,900.00

2017 Ohio Municipal League Municipal Officials Salary Survey
City Edition

MUNICIP	CENSUS	FORM_GOVMT	#Empl	FT Reg	Part Time	FT Fire F	FT Police	Mayor	
								Full Time	Part Time
Columbus	787033	Charter	10020	8260	1770	1588	1904	\$ 181,730.00	
Coshocton	11216	Statutory	85	74	11	17		\$ 46,000.00	
Dayton	141527	Charter	1945	1876	69	270	364		\$ 45,344.00
Deer Park	5736	Charter	28	21	7		10		\$ 8,600.00
Defiance	16494	Charter	162	146	25	21	27	\$ 55,630.00	
Delaware	34753	Charter	330	292	88	61	53		\$ 8,760.00
Delphos	7101	Statutory	163	37	126	7	10		\$ 13,500.00
Dover	12826	Statutory	252	142	110	18	20	\$ 88,878.00	
East Liverpool	11195	Charter	151	125	26	12	18	\$ 40,950.00	
Eaton	8407	Charter	120	60	60	3	13		\$ 2,400.00
Englewood	13465	Charter	138	74	64	9	20		\$ 3,000.00
Euclid	48920	Charter	463	347	126	81	90	\$ 85,000.00	
Fairlawn	7437	Charter	131	83	48	16	23		\$ 61,389.00
Fairview Park	16826	Charter	296	1022	202	25	26	\$ 84,000.00	
Findlay	41202	Charter	337	299	38	62	62	\$ 73,754.00	
Forest Park	18720	Charter	156	97	59	18	35		\$ 7,175.00
Fostoria	13441	Charter	87	82	2	16	21	\$ 43,440.00	
Franklin	11771	Charter	131	79	52	4	23		\$ 8,500.00
Fremont	16734	Charter	180	139	41	22	27	\$ 80,344.00	
Galion	10512	Statutory	98	52	13	17	16	\$ 30,000.00	
Garfield Hts	28849	Charter	248	170	78	42	50	\$ 85,000.00	
Geneva	6215	Charter	92	45	47	4	12		
Germantown	5547	Charter	39	27	84	1	11		\$ 6,000.00
Girard	9958	Statutory	75	60	15	13	15	\$ 49,530.00	
Grandview Hts	6536	Charter	119	77	42	18	18		\$ 38,200.00
Greenville	13227	Statutory	102	96	6	21	24		\$ 45,780.00
Grove City	35575	Charter	264	153	111		62		\$ 30,000.00
Heath	10310	Charter	230	81	149	16	18	\$ 56,000.00	
Highland Hts	8345	Charter	133	68	65	18	22		\$ 24,000.00
Hilliard	28435	Charter	323	128	19			\$ 152,200.00	
Hillsboro	6605	Statutory	58	57	1				\$ 25,000.00
Hubbard	7874	Statutory	42	45	15		13	\$ 29,374.00	

2017 Ohio Municipal League Municipal Officials Salary Survey
City Edition

MUNICIP	CENSUS	FORM_GOVMT	#Empl	FT Reg	Part Time	FT Fire F	FT Police	Mayor	
								Full Time	Part Time
Huber Heights	38101	Charter	181	169	12	51	48		\$ 7,452.00
Hudson	22262	Charter	272	151	121		21	\$ 3,300.00	
Independence	7133	Charter	280	130	150	23	30		\$ 75,000.00
Jackson	6397	Statutory	158	99	59		21	\$ 50,000.00	
Kirtland	6866	Charter	113	44	77	10	9		\$ 20,350.00
Lakewood	52131	Charter	494	414	80	83	99	\$ 100,000.00	
Lancaster	38780	Statutory	431	276	15	70	70	\$ 91,583.00	
Lebanon	20033	Charter	200	127	73	8	27		\$ 9,000.00
Lima	38771	Charter	501	420	81	74	90	\$ 135,387.00	
Logan	7152	Statutory	69	55	14	10	17		\$ 32,460.00
London	9904	Statutory	111	70	53	11	16		\$ 30,000.00
Louisville	9186	Charter	78	35	48	1	12		\$ 7,560.00
Loveland	12081	Charter	43	37	6		16	\$ 6,570.00	
Macedonia	11188	Charter	206	91	115	22	24	\$ 65,195.00	
Mansfield	47821	Charter	466	452	14	91	86	\$ 81,586.00	
Marietta	14085	Statutory	205	190	15	34	29	\$ 58,609.00	
Marion	36837	Statutory	298	279	19	58	53	\$ 69,900.00	
Marysville	22094	Charter	283	189	94	40	36		\$ 7,800.00
Maumee	14286	Charter	277	160	117	3	42		\$ 27,951.00
Mayfield Hts	19155	Charter	162	122	40	32	36		\$ 49,000.00
Medina	26678	Charter	352	155	197	3	36	\$ 79,999.00	
Mentor-On-Lake	7443	Charter	78	26	52	4	7		\$ 18,000.00
Miamisburg	20181	Charter	165	135	30		35		\$ 14,515.00
Middletown	48694	Charter	372	360	12	76	68		\$ 9,000.00
Monroe	12442	Charter	125	119	6	40	26	\$ 5,400.00	
Montgomery	10251	Statutory	104	65	39	9	22		\$ 2,400.00
Mt Vernon	16990	Statutory	164	161	3	39	30	\$ 68,482.00	
N Olmsted	32718	Charter	454	211	243	42	45	\$ 102,860.00	
N Ridgeville	29465	Charter	204	186	18	32	36	\$ 113,239.00	
Napoleon	8749	Charter	155	105	50	9	15		\$ 14,343.00
New Albany	7724	Charter	111	77	34		22		\$ 22,903.00
New Carlisle	5785	Charter	20	18	2				\$ 7,800.00

2017 Ohio Municipal League Municipal Officials Salary Survey
City Edition

MUNICIP	CENSUS	FORM_GOVMT	#Empl	FT Reg	Part Time	FT Fire F	FT Police	Mayor	
								Full Time	Part Time
New Franklin	14227	Charter	76	49	27	14	13	\$ 72,000.00	
New Philadelphia	17288	Statutory	255	144	98	22	26	\$ 55,034.00	
Northwood	5265	Charter	85	41	44		17		\$ 12,300.00
Norton	12085	Charter	47	47	6	12	18		\$ 11,250.00
Norwood	19207	Statutory	185	156	29	54	47		\$ 32,580.00
Oakwood 45419	9202	Charter	92	82	50	29	29		\$ 4,000.00
Oberlin	8286	Charter	195	108	94	5	17		
Olmsted Falls	9024	Charter	78	33	60	6	9	\$ 54,830.00	
Ontario	6225	Statutory	47	44	3		21	\$ 56,650.00	
Orrville	8380	Charter	215	119	96	1	15		\$ 20,000.00
Oxford	21371	Charter	244	111	133	3	16		
Painesville	19563	Charter	313	233	80	26	36		
Parma	81601	Statutory	504	313	266	105	104	\$ 112,580.00	
Parma Hts	20718	Charter	270	116	154	29	32	\$ 65,632.00	
Pataskala	14962	Charter	50	46	4		21	\$ 15,000.00	
Pepper Pike	5979	Charter	76	46	30	6	17	\$ 65,000.00	
Perrysburg	20623	Charter		157		24	32		\$ 28,000.00
Pickerington	18291	Charter	92	90	2		28		\$ 12,000.00
Piqua	20522	Charter	268	197	71	32	34		\$ 6,000.00
Port Clinton	6056	Charter	47	47			18		\$ 20,000.00
Powell	11500	Charter	53	48	5		18		\$ 11,340.00
Reading	10385	Statutory	121	58	63	14	24		\$ 26,021.00
Richmond Hts	10546	Charter	95	60	35	18	21		\$ 15,000.00
Rittman	6491	Charter	139	37	102		7		\$ 4,800.00
Rocky River	20213	Charter	400	189	211	29	32	\$ 81,500.00	
Rossford	6293	Charter	78	31	47	1	14		\$ 7,500.00
Salem	12303	Statutory	131	80	51	16	22	\$ 50,289.00	
Sandusky	25793	Charter	245	234	19	44	46		
Sheffield Lake	9137	Charter	52	42	10	12			\$ 16,800.00
Shelby	9317	Charter	121	83	46	12	19	\$ 57,030.00	
Springboro	17409	Charter	208	56	126		26		\$ 13,175.00
Springfield	60608	Charter	530	523	7	127	124		\$ 14,330.00

2017 Ohio Municipal League Municipal Officials Salary Survey
City Edition

MUNICIP	CENSUS	FORM_GOVMT	#Empl	FT Reg	Part Time	FT Fire F	FT Police	Mayor	
								Full Time	Part Time
St Marys	8332	Statutory	101	96	57	13	15		\$ 15,000.00
Streetsboro	16028	Charter	132	99	34	19	29	\$ 85,850.00	
Tiffin	17963	Charter	139	135	4	39	30	\$ 67,000.00	
Tipp City	9689	Charter	73	73	50		20		\$ 5,000.00
Toronto	5091	Statutory	40	20	20	6	10		\$ 12,000.00
Trotwood	24431	Charter	127	82	45	15	25		\$ 9,600.00
Troy	25058	Statutory	272	182	90	37	41		\$ 22,553.00
Twinsburg	18795	Charter	310	176	126	33	36	\$ 105,079.00	
Union	6419	Charter	73	23	50		6		\$ 1,500.00
University Hts	13539	Charter	103	92	11	24	29	\$ 75,500.00	
Upper Sandusky	6596	Charter	71	65	6	3	11	\$ 50,000.00	
Urbana	11793	Charter	100	90	10	21	17		\$ 13,000.00
Van Wert	10846	Statutory	121	108	13	19	20	\$ 52,400.00	
Vandalia	15246	Charter	356	130	227	7	30		\$ 5,700.00
Vermilion	10594	Charter	130	62	68		22	\$ 50,000.00	
Wadsworth	21567	Statutory	300	210	90	10	28		\$ 44,042.00
Warren	41557	Statutory	388	385	3	50	60	\$ 87,888.00	
Washington CH	14192	Charter	109	104	5	10	23		
Wauseon	7332	Charter	120	60	60	10	13		\$ 14,000.00
Wellston	5663	Charter		27	9	3	6	\$ 20,000.00	
Westlake	32729	Charter	623	252	371	45	55	\$ 151,507.00	
Whitehall	18062	Charter	160	139	21	38	48	\$ 85,000.00	
Willard	6236	Charter	157	59	98	7	15		\$ 2,000.00
Willoughby	22268	Charter	304	208	96	36	41	\$ 65,275.00	
Willowick	14171	Charter	148	61	95		23		\$ 24,000.00
Wilmington	12520	Statutory	250	138	112	16	21		\$ 20,900.00
Worthington	13575	Charter	150	150	200	35	32		\$ 10,400.00
Xenia	25719	Charter	228	213	15	40	41		\$ 4,528.00
Zanesville	25487	Statutory	321	299	22	51	56	\$ 67,987.00	

2017 Ohio Municipal League Municipal Officials Salary Survey
City Edition

MUNICIP	Council Member		President of Council		Clerk of Council		Auditor or Fin Dir (ele)	
	Full Time	Part Time	Full Time	Part Time	Full Time	Part Time	Full Time	Part Time
Amherst		\$ 6,652.00		\$ 7,454.00		\$ 21,050.00		\$ 17,000.00
Ashland		\$ 8,245.00		\$ 9,306.00		\$ 15,530.00	\$ 75,149.00	
Ashtabula		\$ 2,400.00		\$ 2,600.00	\$ 55,778.00			
Athens		\$ 7,919.00		\$ 9,852.00	\$ 64,542.00		\$ 70,629.00	
Aurora		\$ 9,900.00		\$ 10,400.00				
Avon		\$ 12,500.00		\$ 15,500.00	\$ 56,098.00			
Bay Village		\$ 8,635.00		\$ 10,184.00				
Beachwood		\$ 15,000.00		\$ 18,000.00				
Beavercreek	\$ 6,000.00				\$ 43,098.00			
Bedford		\$ 12,771.00		\$ 14,758.00	\$ 52,670.00			
Bellbrook		\$ 4,000.00				\$ 6,000.00		
Berea		\$ 11,000.00		\$ 12,000.00	\$ 47,608.50			
Bowling Green		\$ 5,000.00		\$ 5,000.00		\$ 34,000.00		
Brecksville		\$ 16,500.00		\$ 18,500.00	\$ 90,000.00			
Broadview Hts		\$ 14,705.00		\$ 17,205.00	\$ 43,117.00			
Brookville		\$ 1,800.00				\$ 24,555.00		
Brunswick		\$ 12,405.37		\$ 13,340.16	\$ 67,832.00			
Bryan		\$ 6,000.00		\$ 6,000.00				
Bucyrus		\$ 6,179.00		\$ 6,179.00	\$ 38,000.00		\$ 46,169.00	
Cambridge	\$ 7,250.00		\$ 7,250.00		\$ 45,344.00		\$ 52,671.00	
Campbell		\$ 2,500.00			\$ 31,202.00			
Canal Fulton		\$ 7,200.00		\$ 7,200.00	\$ 46,040.00			
Canal Winchester	\$ 6,592.00		\$ 7,251.00					
Canfield		\$ 3,000.00		\$ 3,100.00				
Celina		\$ 4,500.00		\$ 45,000.00		\$ 4,500.00	\$ 60,480.00	
Centerville 45458		\$ 14,048.00			\$ 60,999.00			
Chardon		\$ 6,000.00			\$ 55,307.00			
Chillicothe		\$ 5,304.00		\$ 6,789.00		\$ 7,303.00		\$ 53,045.00
Circleville		\$ 5,670.00		\$ 6,237.00		\$ 3,800.00	\$ 57,268.00	
Clayton		\$ 4,800.00				\$ 7,500.00		
Cleveland Hts		\$ 9,270.00		\$ 11,840.00				
Columbiana		\$ 240.00		\$ 240.00		\$ 110.00		

2017 Ohio Municipal League Municipal Officials Salary Survey
City Edition

MUNICIP	Council Member		President of Council		Clerk of Council		Auditor or Fin Dir (ele)	
	Full Time	Part Time	Full Time	Part Time	Full Time	Part Time	Full Time	Part Time
Columbus	\$ 55,515.00		\$ 66,789.00		\$ 125,861.00		\$ 177,507.00	
Coshocton		\$ 7,500.00		\$ 7,500.00		\$ 5,500.00	\$ 46,000.00	
Dayton		\$ 39,410.00			\$ 94,744.00			
Deer Park		\$ 3,000.00		\$ 3,000.00		\$ 3,000.00		\$ 15,000.00
Defiance		\$ 6,000.00		\$ 6,000.00		\$ 27,482.00		
Delaware		\$ 8,260.00			\$ 37,701.00			
Delphos		\$ 2,250.00		\$ 2,400.00		\$ 3,800.00		\$ 7,500.00
Dover		\$ 7,200.00		\$ 7,300.00		\$ 7,200.00	\$ 80,975.00	
East Liverpool		\$ 1,260.00		\$ 1,260.00		\$ 1,260.00	\$ 40,950.00	
Eaton		\$ 2,400.00						
Englewood		\$ 2,000.00			\$ 51,979.00			
Euclid	\$ 11,000.00		\$ 13,000.00					
Fairlawn		\$ 5,200.00		\$ 6,500.00	\$ 60,377.00			\$ 10,000.00
Fairview Park		\$ 12,000.00		\$ 12,500.00	\$ 56,000.00			
Findlay		\$ 6,086.00		\$ 6,086.00		\$ 24,242.00	\$ 72,222.00	
Forest Park		\$ 5,381.00				\$ 70,108.00		
Fostoria		\$ 5,500.00		\$ 5,500.00		\$ 9,000.00	\$ 46,925.00	
Franklin		\$ 8,000.00			\$ 65,500.00			
Fremont		\$ 4,890.00		\$ 4,890.00		\$ 4,533.00	\$ 86,878.00	
Galion		\$ 4,200.00		\$ 5,040.00	\$ 34,964.00		\$ 39,902.00	
Garfield Hts		\$ 15,125.00		\$ 15,125.00		\$ 12,000.00		
Geneva		\$ 3,000.00		\$ 3,360.00		\$ 14,400.00		
Germantown		\$ 5,400.00		\$ 5,600.00	\$ 41,059.00			
Girard		\$ 7,600.00		\$ 7,601.00		\$ 6,200.00	\$ 44,460.00	
Grandview Hts		\$ 7,200.00		\$ 7,200.00		\$ 8,694.00		
Greenville	\$ 4,800.00		\$ 5,000.00		\$ 34,186.00		\$ 64,405.00	
Grove City		\$ 6,000.00		\$ 6,500.00	\$ 84,379.00			
Heath	\$ 6,600.00		\$ 6,600.00		\$ 44,225.00		\$ 56,000.00	
Highland Hts		\$ 8,000.00		\$ 9,000.00		\$ 29,033.00		
Hilliard		\$ 12,230.00		\$ 14,730.00	\$ 85,371.00			
Hillsboro	\$ 3,600.00		\$ 36,000.00		\$ 3,000.00		\$ 45,000.00	
Hubbard		\$ 4,800.00		\$ 5,100.00		\$ 7,050.00	\$ 46,000.00	

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	Full Time	Part Time	Full Time	Part Time	Full Time	Part Time	Full Time	Part Time
Huber Heights		\$ 3,600.00			\$ 75,955.00			
Hudson	\$ 80.00		\$ 80.00		\$ 69,492.00			
Independence		\$ 10,000.00		\$ 11,500.00	\$ 65,000.00			\$ 65,000.00
Jackson		\$ 4,200.00		\$ 4,500.00		\$ 4,200.00	\$ 41,000.00	
Kirtland		\$ 4,000.00		\$ 4,250.00		\$ 14,192.00		
Lakewood		\$ 13,000.00		\$ 13,000.00	\$ 55,806.00			
Lancaster	\$ 9,400.00		\$ 9,400.00		\$ 10,000.00		\$ 78,902.00	
Lebanon		\$ 6,000.00						
Lima		\$ 12,115.00		\$ 13,731.00	\$ 48,106.00		\$ 96,160.00	
Logan		\$ 4,200.00		\$ 4,200.00		\$ 4,672.00	\$ 48,563.00	
London		\$ 5,000.00		\$ 6,000.00		\$ 6,000.00		\$ 45,000.00
Louisville		\$ 3,780.00						
Loveland	\$ 5,700.00				\$ 9,095.00			
Macedonia		\$ 16,380.00		\$ 16,380.00		\$ 49,504.00		
Mansfield		\$ 7,536.00		\$ 7,536.00			\$ 72,879.00	
Marietta		\$ 15,968.00			\$ 36,212.00		\$ 49,460.00	
Marion		\$ 7,300.00		\$ 7,300.00	\$ 45,406.00			\$ 64,900.00
Marysville		\$ 7,200.00			\$ 51,344.00			
Maumee		\$ 7,107.00		\$ 10,107.00				
Mayfield Hts		\$ 11,312.00		\$ 12,073.00				
Medina	\$ 6,000.00		\$ 9,000.00		\$ 54,796.00		\$ 84,999.00	
Mentor-On-Lake		\$ 6,050.00		\$ 6,655.00		\$ 7,376.00		
Miamisburg		\$ 10,640.00				\$ 6,990.00		
Middletown		\$ 5,000.00			\$ 61,638.00			
Monroe	\$ 4,200.00				\$ 45,614.00			
Montgomery		\$ 1,200.00						
Mt Vernon		\$ 8,378.00		\$ 8,378.00			\$ 65,090.00	
N Olmsted		\$ 13,521.00		\$ 13,521.00	\$ 47,940.00		\$ 100,613.00	
N Ridgeville		\$ 10,755.00		\$ 10,755.00		\$ 7,100.00	\$ 96,899.00	
Napoleon		\$ 5,023.00		\$ 5,023.00				
New Albany		\$ 10,469.00		\$ 10,469.00				
New Carlisle		\$ 4,800.00				\$ 4,800.00		

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	Full Time	Part Time	Full Time	Part Time	Full Time	Part Time	Full Time	Part Time
New Franklin		\$ 6,000.00		\$ 6,000.00		\$ 6,000.00		
New Philadelphia		\$ 5,485.00		\$ 6,006.00		\$ 5,838.00	\$ 59,624.00	
Northwood		\$ 6,300.00		\$ 7,200.00	\$ 44,720.00			
Norton		\$ 7,500.00			\$ 48,862.00			
Norwood		\$ 7,650.00		\$ 9,450.00		\$ 11,446.00		\$ 23,850.00
Oakwood 45419		\$ 2,800.00						
Oberlin		\$ 12,000.00		\$ 14,000.00	\$ 61,083.00			
Olmsted Falls		\$ 7,500.00		\$ 7,999.00	\$ 50,150.00			\$ 44,341.00
Ontario		\$ 5,566.00		\$ 6,144.00	\$ 46,260.00		\$ 38,625.00	
Orrville		\$ 5,000.00		\$ 5,750.00		\$ 4,000.00		
Oxford					\$ 51,313.00			
Painesville		\$ 6,000.00		\$ 7,000.00				
Parma		\$ 20,540.00		\$ 22,497.00	\$ 74,455.00		\$ 94,829.00	
Parma Hts		\$ 10,823.00		\$ 12,489.00	\$ 45,386.00			
Pataskala	\$ 5,500.00		\$ 5,000.00		\$ 46,096.00			
Pepper Pike		\$ 8,200.00						
Perrysburg		\$ 6,500.00		\$ 7,000.00				
Pickerington		\$ 7,200.00		\$ 7,800.00	\$ 75,377.00			
Piqua		\$ 5,000.00				\$ 4,295.00		
Port Clinton		\$ 4,100.00		\$ 5,300.00		\$ 6,750.00		\$ 40,000.00
Powell		\$ 7,560.00			\$ 67,100.00			
Reading		\$ 6,225.00		\$ 6,848.00		\$ 6,225.00	\$ 50,648.00	
Richmond Hts		\$ 8,000.00		\$ 9,500.00		\$ 15,560.00		
Rittman		\$ 3,600.00		\$ 4,200.00		\$ 6,749.00		
Rocky River		\$ 12,000.00		\$ 13,500.00		\$ 32,818.00		
Rossford		\$ 3,000.00		\$ 3,300.00		\$ 5,225.00		
Salem		\$ 4,552.00		\$ 4,552.00		\$ 4,552.00	\$ 43,280.00	
Sandusky		\$ 5,200.00		\$ 6,240.00				
Sheffield Lake		\$ 7,560.00		\$ 7,560.00	\$ 42,977.00			
Shelby	\$ 3,772.00						\$ 54,240.00	
Springboro		\$ 12,548.00						
Springfield		\$ 10,750.00						

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MUNICIP	Council Member		President of Council		Clerk of Council		Auditor or Fin Dir (ele)	
	Full Time	Part Time	Full Time	Part Time	Full Time	Part Time	Full Time	Part Time
St Marys		\$ 5,000.00		\$ 5,000.00		\$ 5,500.00		\$ 18,870.00
Streetsboro		\$ 3,600.00			\$ 53,040.00			
Tiffin	\$ 5,700.00		\$ 5,700.00		\$ 6,415.00			
Tipp City		\$ 5,000.00		\$ 5,000.00	\$ 7,800.00			
Toronto		\$ 4,200.00		\$ 4,500.00		\$ 4,800.00		\$ 9,900.00
Trotwood		\$ 4,800.00				\$ 30,576.00		
Troy		\$ 8,017.00		\$ 8,589.00		\$ 3,600.00		\$ 58,001.00
Twinsburg	\$ 12,050.00		\$ 12,450.00		\$ 65,024.00			
Union		\$ 480.00						
University Hts		\$ 9,100.00		\$ 9,500.00	\$ 64,300.00			
Upper Sandusky		\$ 5,000.00		\$ 5,000.00	\$ 36,462.00			
Urbana		\$ 7,260.00		\$ 8,400.00		\$ 12,000.00		
Van Wert		\$ 4,900.00		\$ 5,500.00		\$ 4,726.00	\$ 58,150.00	
Vandalia		\$ 5,200.00						
Vermilion	\$ 4,000.00		\$ 5,000.00		\$ 44,770.00			
Wadsworth		\$ 7,675.00		\$ 8,129.00	\$ 41,307.00		\$ 78,000.00	
Warren	\$ 11,109.00		\$ 11,779.00		\$ 48,181.00		\$ 80,745.00	
Washington CH		\$ 7,788.00		\$ 9,948.00				
Wauseon		\$ 5,945.00		\$ 6,445.00				
Wellston		\$ 1,800.00		\$ 1,320.00		\$ 4,538.00	\$ 30,252.00	
Westlake		\$ 15,380.00		\$ 23,060.00	\$ 63,450.00			
Whitehall		\$ 5,200.00		\$ 6,600.00			\$ 80,000.00	
Willard		\$ 2,000.00		\$ 2,000.00				
Willoughby		\$ 8,000.00		\$ 9,600.00	\$ 50,044.00			
Willowick		\$ 8,000.00		\$ 10,000.00				
Wilmington		\$ 3,780.00		\$ 3,780.00				\$ 12,000.00
Worthington		\$ 7,920.00		\$ 9,120.00				
Xenia		\$ 4,028.00		\$ 4,528.00				
Zanesville		\$ 9,153.00		\$ 10,251.00	\$ 42,974.00		\$ 50,987.00	



THE CITY OF BEXLEY, OHIO.
FOUNDED 1908. UPDATED DAILY.



Friday
Oct 14 2016

Bexley's Hands Free Ordinance Now In Effect



Hands-on use of mobile devices restricted

At Tuesday night's City Council meeting, council voted to approve Ordinance 27-16, prohibiting the hands-on use of mobile communication devices while driving. Under the new law, drivers must either use hands-free devices to make and receive calls (such as bluetooth in-car and after-market calling systems), or pull out of the flow of traffic to make or receive calls. The law is very similar to laws in place in 14 states and many cities in the Cleveland region. Signage will be installed at all entry-points to the City, and a public information campaign and a warning period will precede enforcement.

Frequently Asked Questions:

How Can I Use My Phone While Driving?

A phone can be used under the following scenarios:

- While pulled over, out of the flow of traffic
- Over a bluetooth, hands-free system
- Over speakerphone, provided the device is not being held in the driver's hand
- While using a single earbud/headphone (drivers cannot have both ears covered)

Can I Hold My Phone In My Hand While Driving?

No, a phone cannot be hand-held at any point while operating a motor vehicle in the flow of traffic.

Can I touch my phone if it is in a cradle/mount system while driving (i.e., not in my hand)?

You may perform single-touch operations such as swiping to answer a call, or long-pressing to activate voice calling on your phone, provided your phone is not in your hand.

Can I Use Voice Recognition such as Siri, Google Now, etc?

Provided you are not holding your phone in our hand while driving, you may perform a single-touch operation to activate voice assistance services such as Siri or Google Now.

But this all seems so complicated!?

It really isn't. If an officer sees you holding a phone - whether to text, or call, or surf the internet, or whatever you might be doing - you are liable to be cited. If in doubt, play it safe, and don't let your phone be a distraction while you're driving.

What about all the drivers who aren't aware of Bexley's law?

The City will place signage at all entry points to the City alerting drivers of the new law. And as with all new laws, officers will generally be issuing warnings during the initial period that the law goes into effect, although repeat offenders may receive citations during the warning period.

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The City of Bexley / 2242 East Main Street / Bexley, Ohio 43209 / (614) 559-4200



Public Documents	ParknPlayBenner	Recreation & Parks	City Departments	Elected Officials
	Recreation & Parks Home	Building & Zoning	City Auditor	
News & Events	Activity Brochure	City Attorney	City Council	
Commission/Board Vacancies	Community Pool	Commissions & Boards	Mayor's Office	
Bexley Blast Email	Jeffrey Mansion Preschool	Development		
City Jobs	Jeffrey Summer Camp	Finance	About Bexley	
Events	Online Registration	Police	Bexley Photos	
News	Parks & Facilities	Recreation & Parks	Bexley Organizations	
Social Media & Feeds	Senior Activies (BAC)	Service Department	Map	
		Water Department	Education	

Designed in-house by the City of Bexley.

432.38 WEAVING; FULL TIME AND ATTENTION; HANDHELD COMMUNICATION DEVICES.

(a) No person shall operate a motor vehicle while using a hand-held, personal communication device in the City of Bexley, Ohio unless such use is otherwise authorized in subsection (b). For the purpose of this section, "hand-held, personal communication device" is defined as a portable electronic device capable of transmitting and/or receiving data and includes any of the following components: wireless telephone; internet-connected device; text-messaging device; computer.

(b) Notwithstanding the provisions of subsection (a) of this section, this section shall not apply when/to:

(1) A driver is using a hand-held, personal communication device inside a motor vehicle when such vehicle is parked, standing, or stopped and is removed from the flow of traffic; or

(2) A driver is using a voice operated or hands-free device which allows one-touch activation and otherwise allows the driver to maintain both hands on the vehicle's steering device while the vehicle is operating; or

(3) The operator of an emergency vehicle, or to any person reporting a health or safety emergency.

(Ord. 27-16. Passed 9-13-16.)