



**BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO**

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TOM GROSSMANN

SHANNON JONES

DAVID G. YOUNG

GENERAL SESSION AGENDA

April 23, 2024

- #1 *Clerk—General*
- #2 9:00 *ADMINISTRATIVE HEARING—Consider Access Management
Appeal Application of Longmeadow Development LLC for Access to
Greentree Road in Turtlecreek Township*
- #3 9:20 *Public Hearing—Rezoning Application of Strong, Marshall, and
Jasinski to Rezone Approximately 8.09 Acres in Washington Township
from Neighborhood Commercial Business “B1” to Single Family
Residential (3-Acre Density) “RIA”*
- #4 9:30 *Investment Advisory Board Meeting*

The Board of Commissioners’ public meetings can now be streamed live at [Warren County Board of Commissioners - YouTube](#)

APPROVING REQUISITIONS AND AUTHORIZING COUNTY ADMINISTRATOR TO SIGN DOCUMENTS RELATIVE THERETO

BE IT RESOLVED, to approve requisitions as listed in the attached document and authorize Martin Russell, County Administrator, to sign on behalf of this Board of County Commissioners.

M. moved for adoption of the foregoing resolution being seconded by M. Upon call of the roll, the following vote resulted:

M
M
M

Resolution adopted this day of 2024.

BOARD OF COUNTY COMMISSIONERS

Krystal Powell, Clerk

/kp

cc:

Commissioners' file

REQUISITIONS

Department	Vendor Name	Description	Amount	
ENG	CITY OF CARLISLE	ENG-CVT-387 TRAFFIC SIGNAL AT	\$ 248,768.31	*resolution in packet
FAC	RYANS ALL GLASS INC	FAC GLASS WALL & DOOR	\$ 11,995.00	*capital purchase (3 Quotes)
FAC	MIAMI VALLEY POWER EQUIPMENT LLC	FAC CUB CADET MOWER	\$ 13,498.88	*state contract
SHE	FLOCK GROUP INC	SHE FLOCK ANNUAL CONTRACT	\$ 50,550.00	*resolution in packet

PO CHANGE ORDERS

ENG	FORD DEVELOPMENT CORP	ROACH COZZ RD BRIDGE PROJECT	\$ 71,512.20	*decrease (payment from ODOT)
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4/23/2024 APPROVED:

Martin Russell, County Administrator

CONSENT AGENDA*

April 23, 2024

Approve the minutes of the April 16, 2024 Commissioners' General Session Meeting.

PERSONNEL

- 1. Hire Scott Dane as Sewer Collections Worker III within W/S*
- 2. Approve end of 365- day probationary period and approve a pay increase for Jadon Flannery and Jeremy Turnmire within W/S*
- 3. Accept resignation of Bailey Rinaldo, Fellowship Student, within Children Services*

GENERAL

- 4. Cancel regularly scheduled Commissioners' Meeting of Thursday, April 25, 2024*
- 5. Approve Notices of Intent to John R. Jurgensen Company for the 2024 Resurfacing Project and Sunesis Construction Co. for the 2024 Carlisle Area Lift Station Upgrades – Phase 3 Project*
- 6. Approve County Motor Vehicle Tax (CVT 387) for the City of Carlisle*
- 7. Approve various agreements and addendums with various providers relative to home placement on behalf of Children Services*
- 8. Authorize County Engineer to executive Local Public Agency Project Agreement with ODOT for the Grog Run Road Bridge Rehabilitation Project*
- 9. Authorize President of the Board to sign a satisfaction of mortgage for Carl and Lillian Ferrell*
- 10. Approve agreement with Flock Group, Inc. on behalf of the Sheriff*
- 11. Advertise Notice of Disadvantage Business Enterprise (DBE) Goals for FY 2024, 2025, and 2026 for Warren County Transit*
- 12. Declare various items as surplus and authorize disposal of said items through internet auction*
- 13. Acknowledge payment of bills*
- 14. Approve various final plats*

FINANCIALS

- 15. Approve operational transfer for interest earnings from Commissioners' into Water and Sewer*
- 16. Approve supplemental appropriation within Local Fiscal Recovery, Board of Elections, and Common Pleas*
- 17. Approve appropriation adjustments within Common Pleas, Treasurer's, and Building and Zoning*

**Please contact the Commissioners' Office at (513) 695-1250 for additional information or questions on any of the items listed on the Consent Agenda*

FOR CONSIDERATION NOT ON CONSENT AGENDA

1. Entering into a partial assignment and assumption agreement with CFPN Ohio, LLC and C5 Encore 1, LLC relative to the previously authorized Community Reinvestment Area Agreement
2. Entering into a partial assignment and assumption agreement with CFPN Ohio, LLC and C5 Encore 3, LLC relative to the previously authorized Community Reinvestment Area Agreement
3. Donating 0.826 of an acre from a 6.000 acre parcel located at 5234 State Route 63, Lebanon, Ohio in Turtlecreek Township and owned by the Board of County Commissioners to the Warren County Transportation Improvement District (“TID”) for the purpose of constructing improvements over the 0.0826 of an acre for the State Route 63 Road Widening Project (the “Project”)

ENTERING INTO A PARTIAL ASSIGNMENT AND ASSUMPTION AGREEMENT WITH CFPN OHIO, LLC AND C5 ENCORE 1, LLC RELATIVE TO THE PREVIOUSLY AUTHORIZED COMMUNITY REINVESTMENT AREA AGREEMENT

WHEREAS, pursuant to Resolution. #18-1777, adopted November 13, 2018, this Board authorized the creation of a Community Reinvestment Area in Turtlecreek Township; and

WHEREAS, pursuant to Resolution #21-0719, adopted May 25, 2021, this Board entered into a Community Reinvestment Area Agreement with CFPN Ohio, LLC; and

WHEREAS, pursuant to Resolution #22-0476, adopted April 5, 2022, this Board approved Amendment No. 1 to the Community Reinvestment Area Agreement with CFPN Ohio, LLC; and

WHEREAS, pursuant to Resolution #23-1109, adopted August 29, 2023, this Board approved Amendment No. 2 to the Community Reinvestment Area Agreement with CFPN Ohio, LLC; and,

WHEREAS, as contemplated within the agreement and amendments, Exhibit C.1 provides a form of partial assignment and assumption of the terms of the agreement between CFPN Ohio, LLC and an intra-affiliated group; and

WHEREAS, CFPN Ohio, LLC has submitted the necessary documentation to effectuate the partial assignment and assumption agreement with C5 Encore 1, LLC; and,

WHEREAS, the documentation submitted is provided as Exhibit A to this Resolution.

NOW THEREFORE BE IT RESOLVED, to enter into a partial assignment and assumption with CFPN Ohio, LLC and C5 Encore 1, LLC.

M. moved for adoption of the foregoing resolution being seconded by M. Upon call of the roll, the following vote resulted:

- M
- M
- M

Resolution adopted this 23rd day of April 2024.

BOARD OF COUNTY COMMISSIONERS

Krystal Powell, Clerk

PARTIAL ASSIGNMENT AND ASSUMPTION AGREEMENT

This **PARTIAL ASSIGNMENT AND ASSUMPTION AGREEMENT** (the "Agreement") is made and entered into by and between the Warren County Board of Commissioners (the "County"), a political subdivision of the State of Ohio; CFPN OHIO, LLC, a Delaware limited liability company (the "Developer" or the "Company") and C5 ENCORE 1, LLC, a Delaware limited liability company (the "Successor"). Except as otherwise provided herein, capitalized terms used herein shall have the same meanings as in the Community Reinvestment Area Agreement between the Developer and the County, dated May 25, 2021 (as subsequently amended, 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 County, by Resolution No. 18-1777 adopted on November 13, 2018, created the Turtlecreek Township Community Reinvestment Area (the "CRA") to include the area specified in the Resolution as an 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 May 25, 2021, the Company and the County 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 Quit Claim Deed dated March 6, 2023 and recorded April 12, 2023 (the "Transfer Instrument"), a copy of which is attached hereto as Exhibit B, the Successor has succeeded on March 6, 2023 (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 County 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, including any and all amendments entered into by the Developer after the Transfer Date; 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 ("Fee"), and Section 24 ("Notice of Vacancy").

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 County 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:

C5 ENCORE 1, LLC
1230 Peachtree Street NE, Suite 1000
Atlanta, GA 30309
Attn: General Counsel

5. The Successor certifies that it has approved this Agreement and authorized its representative by company resolution or other written authorizing instrument(s) to enter into this agreement, and legally bind the Company to the obligations set forth herein and reference CRA Agreement, as the same has been amended from time to time.

[signature page follows]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of _____, 2024, to be effective as of the Transfer Date.

WARREN COUNTY BOARD OF COMMISSIONERS

By: _____

Print Name: _____

Title: _____

By Resolution No. _____ dated _____, 2024
Verified and Certified;

APPROVED AS TO FORM:

COMPANY

CFPN OHIO, LLC, a Delaware limited liability company


By: 

Print Name: Robert M. Marston

Title: Assistant Secretary

SUCCESSOR

Name of Successor: C5 ENCORE 1, LLC, a Delaware limited liability company

By: 

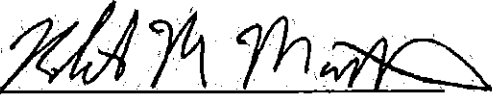
Print Name: Robert M. Marston

Title: Assistant Secretary

ACKNOWLEDGMENT OF DEVELOPER

The Developer (as defused 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.

CFPN OHIO, LLC

By: 

Print Name: Robert M. Marston

Title: Assistant Secretary

EXHIBIT A
TO ASSIGNMENT AND ASSUMPTION AGREEMENT

[Copy of the CRA Agreement]

COMMUNITY REINVESTMENT AREA AGREEMENT

This Community Reinvestment Area Agreement (this "Agreement") is made and entered into as of 5.25, 2021 by and among the WARREN COUNTY BOARD OF COMMISSIONERS (the "COUNTY"), a political subdivision in the State of Ohio (the "State"), whose address is 406 Justice Drive, Lebanon, Ohio 45036, the Lebanon City School District Board of Education, whose address is 160 Miller Road, Lebanon, Ohio 45036 (the "School District"), and CFPN Ohio, LLC, with offices located at 1230 Peachtree Street NE, Suite 3560, Atlanta, Georgia 30309 ("Developer").

WITNESSETH:

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

WHEREAS, the County, by Resolution No. 18-1777, adopted on November 13, 2018 (the "Resolution"), designated the area specified in the Resolution as the 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 acquired the real property contained within Warren County and the CRA, consisting of 292.8794 Acres, described in Exhibit A attached hereto (the "Project Site"); and

WHEREAS, the Developer has submitted to the County 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 plans to equip or occupy a portion of the Project Site in phases: Phase 1 begins with development of Building 1 consisting of 1,000,000 square feet and hired employees at the Project Site; Phase 2 involves development of Building 2 consisting of 300,000 square feet and Building 3 consisting of 700,000 square feet and additional hired employees; Phase 3 involves development of Building 4 consisting of 800,000 square feet and additional hired employees. Developer projects 100 to 200 full-time equivalent employees being

hired every year between 2022 and 2030, with total annualized payroll reaching a total of \$45,000,000.

WHEREAS, Developer intends to either expand its operations to additional buildings on the Project Site and/or 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 County, the School District, and the Developer desire to formalize their agreement with respect to matters hereinafter contained; and

WHEREAS, the Project Area is located in the Lebanon City School District, and the board of education of the 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 School District has (i) approved the terms of this Agreement, including the maximum abatement of real property tax permitted by the Resolution of 75% for fifteen (15) years subject to the terms below; (ii) waived their 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 County, by Resolution No 21-0719 adopted on 5-25-21, has approved the terms of this Agreement and authorized its execution; 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 exceed \$116,000,000 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, up to 2,800,000 square feet of space on the

Project Site. 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. 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 July 2021; and the scheduled estimated completion month for such investments is no later than September 2029. 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 in multiple phases, cumulatively, 1,200 full-time equivalent employee positions with an aggregate annual payroll of \$45,000,000 upon full build-out of the Project and 0 part-time or temporary positions. Hiring of such employees is estimated to commence in the September 2022 and to continue incrementally over the succeeding 8 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.

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. Except as otherwise provided in paragraphs 6.1 – 6.4, the County hereby grants a minimum 10 year, 50% real property tax exemption pursuant to R.C. Section 3735.67 for the assessed value of new structures 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. The

benchmarks described in Sections 6.1-6.3 below are referred to herein as the "Building Benchmarks."

6.1 Phase 1. No sooner than December 31, 2023, if Phase 1 is completed such that the real property is developed with a total of 1,000,000 square feet of improvements OR improvements with a Phase 1 true valuation for property tax purposes of \$41,430,000, then the County hereby grants a 15 year, 75% real property tax exemption pursuant to R.C. 3735.67 to Owner[s] for the assessed value of the new improvements at the Project Site developed during Phase 1. 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. If these benchmarks are not met, then the minimum real property tax exemption described in Paragraph 6 shall apply.

6.2 Phase 2. No sooner than December 31, 2025, if Phase 2 is completed such that the real property is developed as described in Paragraph 6.1 and is further developed with a cumulative total of 2,000,000 square feet of improvements OR improvements with a cumulative true valuation for property tax purposes of \$83,000,000, then the County hereby grants a 15 year, 75% real property tax exemption pursuant to R.C. 3735.67 to the Owner[s] for the assessed value of the new improvements at the Project Site developed during Phase 2. 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. If these benchmarks are not met, then the minimum real property tax exemption described in Paragraph 6 shall apply.

6.3 Phase 3. No sooner than December 31, 2027, if Phase 3 is completed such that the real property is developed as described in Paragraph 6.2 and is further developed with a cumulative total of 2,800,000 square feet of improvements OR improvements with a cumulative true valuation for property tax purposes of \$116,000,000, then the County hereby grants a 15 year, 75% real property tax exemption pursuant to R.C. 3735.67 to Owner[s] for the assessed value of the new improvements at the Project Site developed during Phase 3. 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. If these benchmarks are not met, then the minimum real property tax exemption described in Paragraph 6 shall apply.

6.4 The information necessary to determine the Owners' compliance with Sections 6.1-6.3 above shall be determined by the County based on the required annual reports completed pursuant to Section 5 hereof. Upon a determination by the County that compliance with the above Building Benchmarks has not been met for a particular reporting year, the County shall provide written notice to the applicable Owner(s) of such non-compliance. The affected Owner(s) shall have thirty (30) days after receipt of such written notice to provide information to the County that demonstrates compliance with the required Building Benchmarks. If compliance cannot be proven after the expiration of the 30-day period, the County shall have the right to reduce the exemption as provided above.

No exemption shall commence after tax year 2030 (i.e., tax lien date January 1, 2030) nor extend beyond tax year 2045 (i.e., tax lien date January 1, 2045).

Although exemption under this Agreement for any separately identifiable real property improvement 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 County for the CRA, following the completion of construction of that real property improvement. The County agrees that upon receipt of the real property tax exemption application, the Housing Officer shall certify the tax exemption to the Warren 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. Pursuant to the applicable JEDD Agreement between Turtlecreek Township and the City of Monroe established in 2021, each Occupant (defined below) shall pay such municipal or JEDD 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.

C. Further, during each and every year of the term of any real property tax exemption provided under this Agreement, Owners shall maintain the following total annualized payroll: Phase 1 – \$6,000,000 by December 31, 2023, increasing to \$11,000,000 by December 31, 2024; Phase 2 – a cumulative amount of \$16,800,000 by December 31, 2025, increasing to a cumulative amount of \$22,400,000 by December 31, 2026; Phase 3 – a cumulative amount of \$28,000,000 by December 31, 2027, increasing to a cumulative amount of \$33,700,000 by December 31, 2028; a cumulative amount of \$39,300,000 by December 31, 2029, increasing to

a cumulative amount of \$45,000,000 by December 31, 2030 (collectively, the "Payroll Benchmarks"). If the Owners fail to maintain payroll equal to at least 90% of the Payroll Benchmarks, any such Owner failing to meet the Payroll Benchmarks shall make payments in lieu of municipal or JBDD income taxes equivalent to the income taxes generated by 90% of the difference between the actual payroll for the applicable year and the Payroll Benchmarks ("Maintenance payments") and as shall be agreed upon in a separate development agreement. If an Occupant fails to pay such taxes, Maintenance payments, or file such returns and reports, and such a failure is not corrected by the Occupant or the Owner within sixty (60) 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 shall 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 County.

D. In addition, each Owner agrees to contractually require 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 County, that may be required by the County to enforce this agreement's provisions pertaining to municipal income tax or JBDD income tax, 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 County first provides sixty (60) days' written notice to the Occupant and the Owner in the manner set forth above.

Each Owner hereby irrevocably waives the right to contest its property valuation by filing a complaint against the valuation of real property with the Warren County Board of Revision; an appeal with the Board of Tax Appeals or a court of competent jurisdiction; or, in any other way seek reduction of the county auditor's valuation during the applicable term of the real property tax abatement provided under this Agreement.

Owner shall cooperate in the formation of including without limitation signing any and all necessary statements, contracts or documents requesting the property be included within a joint economic development district if or when such district is created by the legislative authority of the

applicable municipal corporations and townships, and Owner hereby irrevocably waives its right to withdraw its signature or request to be included in such joint economic development district.

9. Cooperation of the County. The County 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 County shall give its fullest cooperation in the development of the Project, including, but not limited to: (i) the 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 County 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 County 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 County 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 2029.

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, municipal income taxes, or JBDD income taxes), or if the County determines that the certification as to delinquent taxes required by this Agreement is fraudulent, the County 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 County, the County 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 County. The Owners and the County acknowledge that this Agreement must be approved by formal actions of the legislative authority of the County as a condition for this Agreement to take effect. This Agreement takes effect upon such approval.

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.

A. Except as provided below, this Agreement and the benefits and obligations thereof are not transferable or assignable without the express, written approval of the County, which approval shall not be unreasonably withheld or delayed. The County hereby approves transfer and/or assignment of this Agreement, in whole or in part, and the benefits and obligations hereof to Permitted Transferees, subject only to compliance with the procedure stated below in this Section. "Permitted Transferee" as used herein means: (i) each person or entity, except the Developer, which is a transferee by sale and/or other means of transfer of all or any part of a Building or the Project Site (such transferred property may be referred to hereinafter as the "Transferred Property"); (ii) any entity controlling, controlled by, or under common control with the Developer and (a) in which the Developer has at least 50% direct or indirect ownership; (b) that has at least 50% direct or indirect ownership of the Developer; or (c) that shares at least 50% direct or indirect common ownership with the Developer; (iii) any new arm's length investor in all or a portion of the Project; and/or (iv) successor entities to any such Permitted Transferee as described in the preceding clauses (i), (ii) and (iii) as a result of a consolidation, reorganization, acquisition or merger. Provided, however, that as a condition to the right to receive tax exemptions as set forth in this Agreement, each Permitted Transferee shall execute and deliver to the County an Assignment and Assumption Agreement (the "Assumption Agreement") in substantially one of the forms attached hereto as Exhibit C.1 and Exhibit C.2, wherein such Permitted Transferee (i) assumes all obligations of the Company under this Agreement with respect to the Transferred

Property, and (ii) certifies to the validity, as to the Permitted Transferee, of the representations, warranties and covenants contained herein and in the Assumption Agreement. Upon the receipt by the County of such Assumption Agreement, as to the Transferred Property the Permitted 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 Permitted Transferee had been the original Owner and a signatory to this Agreement. The County agrees to execute each such Assumption Agreement and to deliver an original thereof to the Permitted Transferee.

B. As used herein, "Prior Owner" means, as of any point in time, any person or entity which shall have been, but is not then, the person or entity in control of the Project Site, or any portion thereof, as owner. Upon delivery to the County of the Assumption Agreement, each Prior Owner will be released from liability for any defaults occurring after the date of the change in ownership or control by which that Prior Owner became a Prior Owner, as such change is reflected in the Assumption Agreement.

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 County, to:

Matthew Schnipke
Director of Economic Development
Warren County
406 Justice Drive, Suite 301
Lebanon, OH 45036

If to the Developer, to:

Douglas A. Armbruster
Senior Vice President and Managing Director
Core5 Industrial Partners, LLC
250 Grandview Drive, Suite 260
Ft. Mitchell, KY 41017

With copy to:

[corporate counsel]

And to:

Chris L. Connelly, Esq.
Taft Stettinius & Hollister LLP
65 E. State Street, Suite 1000
Columbus, OH 43215

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. Fee. The Developer shall pay an annual fee to the County equal to \$2,500 pursuant to R.C. Section 3735.671(D). While this agreement is in effect, this payment shall be made annually concurrent with the annual TIRC filings due March 31 of each year.

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 County in accordance with the provisions of this Agreement regarding notice.

25. Estoppel Certificate. Upon request of an Owner, the County 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 County pertaining to the subject matter contained herein and therein and supersede all other prior or contemporaneous agreements or understandings between the Developer and the County in connection with such subject matter.

27. Jurisdiction and Venue. This agreement, and its construction, validity and performance, shall be governed and construed in accordance with the laws of the State of Ohio, and disputes of any kind arising out of this agreement shall be brought only in the Court of Common Pleas of Warren County, Ohio unless the parties mutually agree to resolution by mediation. The parties hereby consent to the said jurisdiction, venue and irrevocably waive the right to bring or remove disputes of any kind in or to any other county, state, or federal court.

[Remainder of this Page Intentionally Left Blank.]


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

WARREN COUNTYBOARD OF COMMISSIONERS,


By: 

By Resolution No. dated

APPROVED AS TO FORM:


Adam M. Nice, A.P.A.

CFPN OHIO, LLC

By: 
Print Name: Douglas A. Ambroster
Title: ACT Secretary

STATE OF Ohio

COUNTY OF Warren SS:

The foregoing instrument was signed and acknowledged before me this 25th day of May, 2021, by. The notarial act certified hereby is an acknowledgement. No oath or affirmation was administered to the signer with regard to the notarial act certified to hereby.

Tina Osborne
Notary Public



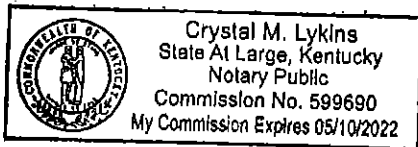
TINA OSBORNE
NOTARY PUBLIC, STATE OF OHIO
My Commission Expires May 30, 2028

STATE OF Kentucky

COUNTY OF Kenton, SS:

The foregoing instrument was signed and acknowledged before me this 24 day of May, 2021, by Douglas A. Armbay the Asst Secretary of, on behalf of the company. The notarial act certified hereby is an acknowledgement. No oath or affirmation was administered to the signer with regard to the notarial act certified to hereby.

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



Crystal M. Lykins
Notary Public

APPROVAL OF BOARD OF EDUCATION

The Board of Education of the Lebanon City School District hereby approves and consents to the foregoing Community Reinvestment Area Agreement and waives any otherwise applicable time limitations in R.C. 3735.671.

**BOARD OF EDUCATION OF THE
LEBANON CITY SCHOOL DISTRICT**

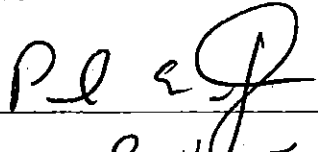
By: 
Print Name: Paul E. Satzinger
Title: Treasurer
Date: 6/25/2021

EXHIBIT A
TO COMMUNITY REINVESTMENT AREA AGREEMENT

Legal Descriptions of Project Site

(attached hereto)

EXHIBIT "A"
LEGAL DESCRIPTION

Description of 295.9888 acre parcel

Situated in Section 6, Township 3 East, Range 3 North and Section 36, Township 4 East, Range 3 North, M.R.S., Township of Turtlecreek, County of Warren, State of Ohio and being part of 1001.93 acres of real estate conveyed to The State of Ohio by deed recorded in Deed Book 124, Page 109 (all deed references to deeds, microfiche, plats, surveys, etc., refer to records of the Warren County, Ohio Recorders office, unless noted otherwise) and being more particularly bounded and described as follows:

Commencing at the southeast corner of Section 6 said point also being in the centerline of State Route 63;

Thence North 05° 34' 03" East, leaving said centerline of State Route 63 and along said section line, 30.40 feet to a point in the existing right of way of said State Route 63;

Thence South 84° 36' 48" East, along the existing right of way of State Route 63, 1055.70 feet to the south east corner of a 120.0002-acre tract of land conveyed to Warren General Property Co., LLC by O.R. Volume 5725, Page 433 and an iron pin found,

Thence North 05° 17' 35" East, along the east line of said Warren General Property Co., LLC, 30.00 feet to the TRUE PLACE OF BEGINNING;

Thence North 05° 17' 35" East, continuing along the east line of said Warren General Property Co., LLC, 2003.73 feet to an iron pin found at the northeast corner of said Warren General Property Co., LLC;

Thence North 84° 42' 29" West, along the northerly line of said Warren General Property Co., LLC, 2633.41 feet to an iron pin found at the northwest corner of said Warren General Property Co., LLC and being in the easterly line of a 51.157-acre tract of land conveyed to Frick Real Estate Ltd., by O.R. Volume 2373, page 996;

Thence North 20° 05' 20" East, along the west line of said State of Ohio Lands and the east line of lands of said Frick Real Estate Ltd., a 44.687-acre tract conveyed to S.S. Hempsted, LLC., by Deed Document #2020-021965 and the east line of a 60-acre tract conveyed to the Solid Rock Ministries International by O.R. Volume 5082, Page 417, 3399.01 feet to an iron pin set in the southerly line of lands of a

EXHIBIT "A"
(continued)

16.00-acre tract deed to the Board of Warren County Commissioners by Deed Book 418, Page 93 and the northerly line of said State of Ohio lands;

Thence S 84° 05' 40" East, along the northerly line of said State of Ohio lands and the being the southerly lines of lands of said Board of Warren County Commissioners, a 101.3540-acre tract conveyed Jeff and Shannon Wieland by Deed Document #2018-017173 and a 208.0348-acre tract conveyed FRL Real Estate, LLC. by Deed Document # 2018-003275, 2464.24 feet to a north easterly corner of said State of Ohio lands, Said corner being referenced by an iron pin found 1.47 feet North 06° 06' 09" East from said corner;

Thence South 06° 06' 09" West, along an easterly line of said State of Ohio lands and the westerly line of a 159.6665-acre tract conveyed to Grand Communities, LLC. (F.K.A. Grand Communities, LTD.) by O.R. Volume 5045, Page 910, 1400.13 feet to an iron pin found at a corner of said State of Ohio land and a corner of said Grand Communities, LLC. land;

Thence South 84° 19' 23" East, along a north line of the State of Ohio lands and a south line of said Grand Communities, LLC. land, 582.71 feet to an iron pin found at a north easterly corner of said State of Ohio Lands and a corner of said Grand Communities, LLC., land;

Thence South 06° 06' 50" West, along an east line of said State of Ohio and a west line of said Grand Communities, LLC. land, passing an iron pin found at 1794.45 feet at a corner of said State of Ohio lands and a corner of said Grand Communities, LLC. lands thence continuing on a new line through the State of Ohio lands a total distance of 3636.78 feet to an iron pin set;

Thence North 84° 50' 55" West, on a new line through the State of Ohio Lands, 170.39 feet to an iron pin set;

Thence South 51° 04' 44" West, on a new line through the State of Ohio Lands, 114.36 feet to an iron pin set;

Thence South 04° 59' 19" West, on a new line of through the State of Ohio lands, 145.54 feet to an iron pin set;

Thence North 84° 33' 59" West, on a new line through the lands of the State of Ohio, 957.94 feet to the TRUE PLACE OF BEGINNING.

The above described area contains 295.9888 acres of land more or less, of which the present road occupies 0.000 acres of land more or less (87.5466 acres in section

EXHIBIT "A"
(continued)

6) and (208.4422 acres in section 36). Subject to all recorded easements and right of ways and an ingress egress easement described below.

This description was prepared for the Ohio Department of Transportation under the direction of William H Helmick, Ohio Registered Surveyor No. 8030. Based on a survey performed in November of 2019. All Iron pins set are 5/8" diameter and 30" in length and have a plastic cap marked "ODOT DIST 8". Bearings are Ohio State Plane South Zone(3402)(2011) as established by the ODOT VRS. To the best of my knowledge this description and the accompanying plat is a true and accurate representation of the conditions at that time.

The survey plat of which is file in Volume____, Plat____ of the Warren County Engineer's record of land surveys.

INGRESS-EGRESS EASEMENT

Commencing at the southeast corner of Section 6 said point also being in the centerline of State Route 63;

Thence North 05° 34' 03" East, leaving said centerline of State Route 63 and along said section line, 30.40 feet to a point in the existing right of way of said State Route 63;

Thence South 84° 36' 48" East, along the existing right of way of State Route 63, 1055.70 feet to the south east corner of lands conveyed to Warren General Property Co., LLC by O.R. Volume 5725, Page 433 and an iron pin found,

Thence North 05° 17' 35" East, along the east line of said Warren General Property Co., LLC, 30.00 feet to a point;

Thence South 84° 33' 59" East, along a new split line through said State of Ohio lands, 770.98 feet to the **TRUE PLACE OF BEGINNING**;

Thence N 59° 25' 46" E, along a new line through the lands of State of Ohio, 92.53 feet to a point;

Thence N 78° 33' 02" E, continuing a new line through the lands of State of Ohio, 44.89 feet to a point;

Thence S 84° 38' 05" E, continuing a new line through the lands of State of Ohio, 68.62 feet to a point in the west line of the sewer treatment plant;

EXHIBIT "A"
(continued)

Thence S 04° 59' 19" W, along the west line of the sewer treatment plant, 30.00 feet to a point;

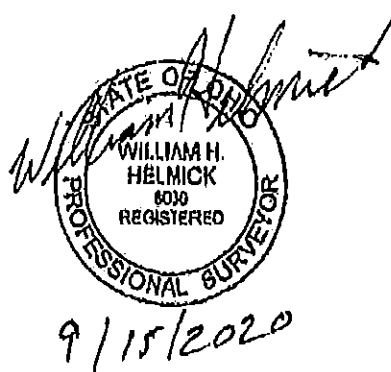
Thence N 84° 38' 05" W, on a new line through the lands of State of Ohio, 64.38 feet to a point;

Thence S 78° 33' 02" W, continuing a new line through the lands of State of Ohio, 35.40 feet to a point;

Thence S 59° 25' 46" W, continuing a new line through the lands of State of Ohio, 46.20 feet to a point;

Thence N 84° 33' 59" W, along a split line through the lands of State of Ohio, 51.03 feet to the TRUE PLACE OF BEGINNING.

The above described area contains 0.1212 acres of land more or less, of which the present road occupies 0.000 acres of land more or less. The purpose of this easement is to provide ingress and egress to the Ohio Department of Corrections sewer treatment plant and encompasses the existing drive to said plant.


9/15/2020

**AMENDMENT NO. 1
TO THE COMMUNITY REINVESTMENT AREA AGREEMENT DATED 5/25/2021**

THIS AMENDMENT No. 1 (the "Amendment") to the Community Reinvestment Area Agreement dated 5/25/2021 (the "Agreement") is entered by and between the WARREN COUNTY BOARD OF COMMISSIONERS (the "COUNTY") and CFPN OHIO, LLC, an Ohio limited liability company (the "OWNER"), with the approval and consent of the BOARD OF EDUCATION OF THE LEBANON CITY SCHOOL DISTRICT (the "LCSD") and shall be effective immediately upon execution by all the Parties.

WITNESSETH:

WHEREAS, the COUNTY, by Resolution No. 18-1777, adopted on November 13, 2018 (the "Resolution") designated the area specified in the Resolution as a Community Reinvestment Area ("CRA") pursuant to sections 3735.65 through 3735.70 of the Ohio Revised Code (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, in accordance with the CRA Act, upon receipt of an application, the COUNTY may negotiate and enter into a community reinvestment agreement with an applicant, and as applicable, such agreement may require the consent of the local school district where the CRA is located; and,

WHEREAS, the COUNTY, by Resolution No. 21-0719, adopted on May 25, 2021, entered into the Agreement with the OWNER, as well as obtained the required consent of LCSD; and,

WHEREAS, paragraph 3 of the Agreement sets forth the Project Schedule that provides the estimated starting month for the Project investments to be made in building, machinery, equipment, furniture, fixtures and/or inventory is July, 2021, and the scheduled estimated completion month for such investments is no later than September 2029; and,

WHEREAS, paragraph 20 of the Agreement allows for modification of the terms of the Agreement to reflect the exact legal and financial structure used by the OWNER in developing, equipping, and operating the Project, upon the request by the OWNER to amend the Agreement; and,

WHEREAS, the OWNER has requested that the parties amend the Agreement in order to modify the terms of the Agreement only to the extent of the Project Schedule's estimated starting date and the estimated Project completion date.

NOW, THEREFORE, in consideration of the promises and the mutual covenants set forth herein, the COUNTY and the OWNER, hereby agree to the following:

- A. To amend and restate paragraph 3 of the Agreement as follows:

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 March 1, 2022; and the scheduled estimated completion month for such investments is no later than December 31, 2031. 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 Section 6 of this Agreement.

B. To amend and restate paragraph 6 as follows:

6. Real Property Tax Exemption. Except as otherwise provided in paragraphs 6.1 – 6.4, the County hereby grants a minimum 10 year, 50% real property tax exemption pursuant to R.C. Section 3735.67 for the assessed value of new structures 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. The benchmarks described in Sections 6.1-6.3 below are referred to herein as the “Building Benchmarks.”

6.1 Phase 1. No later than December 31, 2025, if Phase 1 is completed such that the real property is developed with a total of 1,000,000 square feet of improvements OR improvements with a Phase 1 true valuation for property tax purposes of \$41,430,000, then the County hereby grants a 15 year, 75% real property tax exemption pursuant to R.C. 3735.67 to Owner[s] for the assessed value of the new improvements at the Project Site developed during Phase 1. 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. If these benchmarks are not met, then the minimum real property tax exemption described in Paragraph 6 shall apply.

6.2 Phase 2. No later than December 31, 2027, if Phase 2 is completed such that the real property is developed as described in Paragraph 6.1 and is further developed with a cumulative total of 2,000,000 square feet of improvements OR improvements with a cumulative true valuation for property tax purposes of \$83,000,000, then the County hereby grants a 15 year, 75% real property tax exemption pursuant to R.C. 3735.67 to the Owner[s] for the assessed value of the new improvements at the Project Site developed during Phase 2. 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. If these benchmarks are not met, then the minimum real property tax exemption described in Paragraph 6 shall apply.

6.3 Phase 3. No later than December 31, 2029, if Phase 3 is completed such that the real property is developed as described in Paragraph 6.2 and is further developed with a cumulative total of 2,800,000 square feet of improvements OR improvements with a cumulative true valuation for property tax purposes of \$116,000,000, then the County hereby grants a 15 year, 75% real property tax exemption pursuant to R.C. 3735.67 to Owner[s] for the assessed value of the new improvements at the Project Site developed during Phase 3. 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. If these benchmarks are not met, then the minimum real property tax exemption described in Paragraph 6 shall apply.

6.4 The information necessary to determine the Owners' compliance with Sections 6.1-6.3 above shall be determined by the County based on the required annual reports completed pursuant to

Section 5 hereof. Upon a determination by the County that compliance with the above Building Benchmarks has not been met for a particular reporting year, the County shall provide written notice to the applicable Owner(s) of such non-compliance. The affected Owner(s) shall have thirty (30) days after receipt of such written notice to provide information to the County that demonstrates compliance with the required Building Benchmarks. If compliance cannot be proven after the expiration of the 30-day period, the County shall have the right to reduce the exemption as provided above.

No exemption shall commence after tax year 2032 (i.e., tax lien date January 1, 2032) nor extend beyond tax year 2047 (i.e., tax lien date January 1, 2047).

Although exemption under this Agreement for any separately identifiable real property improvement 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.

C. All other terms, provisions, and obligations of the Agreement shall remain the same and in full force and effect, except as provided for herein. In the event any conflict or dispute arises between the Agreement and this Amendment No. 1, such conflict or dispute shall be resolved in accordance with the terms and obligations set forth in this Addendum No. 1.

COUNTY

IN EXECUTION WHEREOF, the WARREN COUNTY BOARD OF COMMISSIONERS has caused this AMENDMENT No. 1 to be executed by Tom Grossmann its President or Vice-President, on the date stated below, pursuant to Resolution No. 22-0476, dated 4/5/22, a copy of which is attached hereto.

WARREN COUNTY
BOARD OF COMMISSIONERS

SIGNATURE: [Signature]
PRINTED NAME: Tom Grossmann
TITLE: President
DATE: 4/5/22

Prepared and approved as to form by:
APPROVED AS TO FORM

DAVID P. FORNSHELL
PROSECUTING ATTORNEY
WARREN COUNTY, OHIO

[Signature]
By: Bruce A. McGary, Asst. Prosecutor
DATE: 4/5/2022

OWNER

IN EXECUTION WHEREOF, CFPN OHIO, LLC, an Ohio limited liability company, has caused this AMENDMENT No. 1 to be executed by Douglas A. Armbruster, its authorized representative, who has set his or her hand hereto on the date stated below, and has attached hereto the company's resolution, written consent action, or a written certification that the Company's operating agreement authorized the representative named herein to execute this AMENDMENT No. 1, a copy of which is attached hereto.

CFPN OHIO, LLC

SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____

DATE: 3/31/2022

APPROVAL AND CONSENT OF BOARD OF EDUCATION

The Board of Education of the Lebanon City School District hereby approves and consents to the foregoing **AMENDMENT NO. 1 TO THE COMMUNITY REINVESTMENT AREA AGREEMENT DATED 5/25/2021**, and further waives any otherwise applicable time limitations in section 3735.671, et seq., of the Ohio Revised Code.

**BOARD OF EDUCATION OF THE
LEBANON CITY SCHOOL DISTRICT**

SIGNATURE: SEE FOLLOWING PAGE

PRINTED NAME: _____

TITLE: _____

DATE: _____

OWNER

IN EXECUTION WHEREOF, CFPN OHIO, LLC, an Ohio limited liability company, has caused this AMENDMENT No. 1 to be executed by Douglas A. Armbruster, its authorized representative, who has set his or her hand hereto on the date stated below, and has attached hereto the company's resolution, written consent action, or a written certification that the Company's operating agreement authorized the representative named herein to execute this AMENDMENT No. 1, a copy of which is attached hereto.

CFPN OHIO, LLC

SIGNATURE: _____



PRINTED NAME: Douglas A. Armbruster

TITLE: Senior VP & Managing Director

DATE: 3/3/2022

APPROVAL AND CONSENT OF BOARD OF EDUCATION

The Board of Education of the Lebanon City School District hereby approves and consents to the foregoing **AMENDMENT NO. 1 TO THE COMMUNITY REINVESTMENT AREA AGREEMENT DATED 5/25/2021**, and further waives any otherwise applicable time limitations in section 3735.671, et seq., of the Ohio Revised Code.

**BOARD OF EDUCATION OF THE
LEBANON CITY SCHOOL DISTRICT**

SIGNATURE: _____



PRINTED NAME: MICHAEL J LANE

TITLE: PRESIDENT - BOG

DATE: 3/21/22

AMENDMENT NO. 2
TO THE COMMUNITY REINVESTMENT AREA AGREEMENT DATED 5/25/2021, AS AMENDED

THIS AMENDMENT No. 2 (“Amendment No. 2”) to the Community Reinvestment Area Agreement dated 5/25/2021 (the “CRA Agreement”), as amended on 4/5/2022 (“Amendment No. 1”), is entered by and between the WARREN COUNTY BOARD OF COMMISSIONERS (the “COUNTY”) and CFPN OHIO, LLC, an Ohio limited liability company (the “OWNER”), with the approval and consent of the BOARD OF EDUCATION OF THE LEBANON CITY SCHOOL DISTRICT (the “LCSD”); and shall be effective immediately upon execution by all the Parties.

WITNESSETH:

WHEREAS, the COUNTY, on November 13, 2018, adopted Resolution No. 18-1777, designated the area specified in such Resolution as a Community Reinvestment Area (“CRA”) pursuant to sections 3735.65 through 3735.70 of the Ohio Revised Code (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, in accordance with the CRA Act, upon receipt of a CRA application, the COUNTY may negotiate and enter into a community reinvestment agreement with an applicant, and as applicable, such agreement may require the consent of the local school district where the CRA is located; and,

WHEREAS, upon receipt of a CRA application from OWNER and with the required consent of LCSD, on May 25, 2021, the COUNTY adopted Resolution No. 21-0719 and entered into the Agreement with the OWNER; and,

WHEREAS, with the consent of LCSD, on April 5, 2022, the COUNTY adopted Resolution No. 22-0476 and entered into Amendment No. 1 to the Agreement with the OWNER to amend paragraphs 3 [Project Schedule] and 6 [Real Property Tax Exemption] of the Agreement, for the limited purpose of pushing back the performance metric and conclusion dates due to the late closing on the land acquisition and supply chain issues; and,

WHEREAS, subparagraphs 6.1 [Phase 1], 6.2 [Phase 2] and 6.3 [Phase 3] of Amendment No. 1 provides the estimated starting month for the Project investments to be made in building, machinery, equipment, furniture, fixtures and/or inventory is July, 2021, and the scheduled estimated completion month for such investments is no later than September 2029; and,

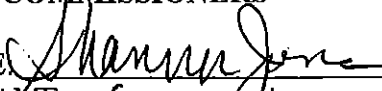
WHEREAS, paragraph 20 of the Agreement allows for modification of the terms of the Agreement to reflect the exact legal and financial structure used by the OWNER in developing, equipping, and operating the Project, upon the request by the OWNER to amend the Agreement; and,

B. All other terms, provisions, and obligations of the Agreement, unless otherwise amended by Amendment No. 1, shall remain the same and in full force and effect, except as provided for herein. In the event any conflict or dispute arises between the Agreement, Amendment No. 1, and this Amendment No. 2, such conflict or dispute shall be resolved in accordance with the terms and obligations set forth in this Addendum No. 2.

COUNTY

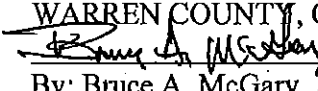
IN EXECUTION WHEREOF, the WARREN COUNTY BOARD OF COMMISSIONERS has caused this AMENDMENT No. 2 to be executed by Shannon Jones, its President or Vice-President, on the date stated below, pursuant to Resolution No. 23-1109, dated 8-29-23 a copy of which is attached hereto.

**WARREN COUNTY
BOARD OF COMMISSIONERS**

SIGNATURE: 
PRINTED NAME: Shannon Jones
TITLE: President
DATE: 8-29-23

Prepared and approved as to form by:
APPROVED AS TO FORM

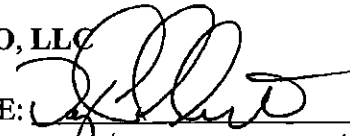
DAVID P. FORNSHELL
PROSECUTING ATTORNEY
WARREN COUNTY, OHIO


By: Bruce A. McGary, Asst. Prosecutor
DATE: 8/29/23

OWNER

IN EXECUTION WHEREOF, CFPN OHIO, LLC, an Ohio limited liability company, has caused this AMENDMENT No. 2 to be executed by _____, its authorized representative, who has set his or her hand hereto on the date stated below, and has attached hereto the company's resolution, written consent action, or a written certification that the Company's operating agreement authorized the representative named herein to execute this AMENDMENT No. 1, a copy of which is attached hereto.

CFPN OHIO, LLC

SIGNATURE: 
PRINTED NAME: Douglas A. Anderson
TITLE: Asst Secretary
DATE: 8-25-2023

APPROVAL AND CONSENT OF BOARD OF EDUCATION

The Board of Education of the Lebanon City School District hereby approves and consents to the foregoing **AMENDMENT NO. 2**, and further waives any otherwise applicable time limitations in section 3735.671, et seq., of the Ohio Revised Code.

**BOARD OF EDUCATION OF THE
LEBANON CITY SCHOOL DISTRICT**

SIGNATURE: 

PRINTED NAME: MICHAEL J LANG

TITLE: PRESIDENT

DATE: 8/21/23

EXHIBIT B

TO ASSIGNMENT AND ASSUMPTION AGREEMENT

[Copy of Instrument Conveying the Transferred Property]



DocId:8672043

Tx:4504273

LINDA ODA
WARREN COUNTY RECORDER

2023-006884

DEED
04/12/2023 09:30:12 AM
REC FEE: 50.00 PGS: 4
PIN:

TRANSFERRED

APR 12 2023

5000
EX
TP

SEC.319.902 COMPLIED WITH
MATT NOLAN, Auditor
WARREN COUNTY, OHIO

4,500
Bayer
Belken

QUIT CLAIM DEED

CFPN OHIO, LLC, a Delaware limited liability company ("Grantor), for valuable consideration paid, hereby quit claims to C5 ENCORE 1, LLC, a Delaware limited liability company ("Grantee"), whose tax mailing address is 1230 Peachtree Street NE, Suite 3560, Atlanta, GA 30309, Attn: CFO:

See Exhibit A attached hereto

Subject to all real estate taxes and assessments, building, use, planning and zoning restrictions and limitations, and all easements, rights-of-way, conditions and restrictions of record, which are applicable to and effective against said real property.

Prior Instrument Reference: Official Records No. 2021-054261,
Recorder's Office, Warren County, Ohio.

Tax Parcel Number(s): _____

Executed this 6 day of March, 2023.

CFPN OHIO, LLC, a Delaware limited liability company

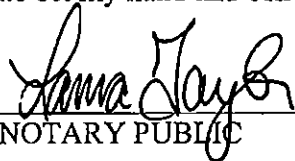
By: Linda D. Booker

Linda D. Booker, Secretary and
Chief Financial Officer

STATE OF GEORGIA)
) SS:
COUNTY OF FULTON)

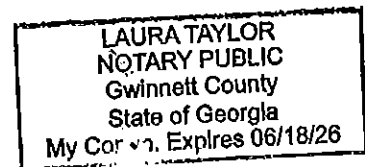
BEFORE ME, a Notary Public in and for said County and State, personally appeared the above named CFPN Ohio, LLC, a Delaware limited liability company, by Linda D. Booker, its Secretary and Chief Financial Officer, who acknowledged that she did sign the foregoing instrument and that the same is her free act and deed as such officer. The notarial act certified hereby is an acknowledgement. No oath or affirmation was administered to the signer with regard to the notarial act certified to hereby.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 10 day of March, 2023.



NOTARY PUBLIC

My commission expires: 6-18-26

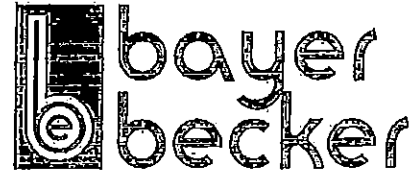


This Instrument Prepared By: Shannon Martin, Esq., Bricker & Eckler LLP, 312 N. Patterson Blvd., Suite 200, Dayton, Ohio 45402

Date: December 19, 2022 **EXHIBIT "A"**

Description: Parcel "A"
CFPN Ohio, LLC

Location: Turtlecreek Township
Warren County, Ohio



Situated in Section 36, Town 4, Range 3 and Section 6, Town 3, Range 3, Between the Miamis, Turtlecreek Township, Warren County, Ohio, containing 99.2160 acres out of 295.9888 acres of the lands of CFPN Ohio, LLC as recorded in Document Number 2021-054261 and being further described as follows:

Beginning at a found 5/8" Iron pin (capped "Bayer Becker") on the northeast corner of C5 Encore Logistics Center, Section One as recorded in Plat Book 106, Page 69 and being on the north right of way of Last Mile Drive and being on its east terminus and being on the west boundary of the lands of Grand Communities, LLC (F/K/A Grand Communities, Ltd.) (173.1262 Ac.) as recorded in Official Record 5045, Page 901 and being the True Point of Beginning;

thence, leaving the west boundary of said lands of Grand Communities, LLC (F/K/A Grand Communities, Ltd.) (173.1262 Ac.) and with the north right of way of said Last Mile Drive for the following eight courses:

- 1) North 83° 53' 10" West, 284.65 feet to a found 5/8" Iron pin (capped "Bayer Becker");
- 2) with a curve to the right, having a central angle of 04° 23' 55", a radius of 189.00 feet, an arc length of 14.51 feet, and a chord bearing and distance of North 81° 41' 12" West, 14.51 feet to a found 5/8" Iron pin (capped "Bayer Becker");
- 3) North 79° 29' 14" West, 34.29 feet to a found 5/8" Iron pin (capped "Bayer Becker");
- 4) with a curve to the left, having a central angle of 07° 30' 01", a radius of 224.00 feet, an arc length of 29.32 feet, and a chord bearing and distance of North 83° 14' 15" West, 29.30 feet to a found 5/8" iron pin (capped "Bayer Becker");
- 5) with a curve to the left, having a central angle of 47° 35' 11", a radius of 329.00 feet, an arc length of 273.25 feet, and a chord bearing and distance of South 69° 13' 09" West, 265.46 feet to a found 5/8" Iron pin (capped "Bayer Becker");
- 6) South 45° 25' 33" West, 460.32 feet to a found 5/8" Iron pin (capped "Bayer Becker");
- 7) with a curve to the right, having a central angle of 30° 03' 07", a radius of 271.00 feet, an arc length of 142.14 feet, and a chord bearing and distance of South 60° 27' 07" West, 140.52 feet to a found 5/8" Iron pin (capped "Bayer Becker");
- 8) South 75° 28' 41" West, 14.86 feet to a found 5/8" iron pin (capped "Bayer Becker") on the east right of way of Encore Drive;

thence, leaving the north right of way of said Last Mile Drive and with the east right of way of said Encore Drive for the following two courses:

- 1) with a curve to the right, having a central angle of 84° 55' 31", a radius of 30.00 feet, an arc length of 44.47 feet, and a chord bearing and distance of North 62° 03' 34" West, 40.51 feet to a found 5/8" Iron pin (capped "Bayer Becker");

2) with a curve to the left, having a central angle of 23° 10' 01", a radius of 637.00 feet, an arc length of 267.56 feet, and a chord bearing and distance of North 31° 10' 49" West, 265.81 feet to a found 5/8" iron pin (capped "Bayer Becker") on its north terminus;

thence, leaving the north terminus of said Encore Drive and on a new division line through said lands of CFPN Ohio, LLC for the following four courses:

- 1) continuing with a curve to the left, having a central angle of 27° 44' 26", a radius of 637.00 feet, an arc length of 308.41 feet, and a chord bearing and distance of North 56° 38' 02" West, 305.41 feet to a set 5/8" iron pin;
- 2) North 70° 30' 14" West, 1765.75 feet to a set 5/8" iron pin;
- 3) with a curve to the right, having a central angle of 80° 03' 00", a radius of 33.00 feet, an arc length of 51.87 feet, and a chord bearing and distance of North 25° 28' 44" West, 46.69 feet to a set 5/8" iron pin;
- 4) North 19° 32' 46" East, 1345.49 feet to a set 5/8" iron pin on the north boundary of said CFPN Ohio, LLC and being on the north line of said Section 6 and the south boundary of the lands of Board of Warren County Commissioners (16.00 Ac.) as recorded in Deed Book 418, Page 93;

thence, leaving said new division line and with the north line extended of said Section 6 and the north line of said Section 36 and being the south boundary extended of said lands of Board of Warren County Commissioners (16.00 Ac.) and the south boundary extended of the lands of Jeff and Shannon Wieland (101.354 Ac.) as recorded in Document Number 2018-017173 and the south boundary of the lands of PAP Oil Company, LLC (208.0348 Ac.) as recorded in Document Number 2020-043439, South 84° 05' 40" East, (passing the northeast corner of said Section 6 and the northwest corner of said Section 36 at 601.42 feet) 2329.96 feet to a found 5/8" iron pin (capped "Bayer Becker") on the northwest corner of Open Space "MM" of Shaker Run, Section Eleven as recorded in Plat Book 106, Page 28;

thence, leaving the north line of said Section 36 and with the west boundary extended of said Shaker Run, Section Eleven and the west boundary of said lands of Grand Communities, LLC (F/K/A Grand Communities, Ltd.) (173.1262 Ac.) for the following three courses:

- 1) South 06° 06' 09" West, 1400.13 feet to a found 1/2" iron pin (no cap);
- 2) South 84° 19' 23" East, 582.71 feet to a found 1/2" iron pin (no cap);
- 3) South 06° 06' 50" West, 168.45 feet to the True Point of Beginning containing 4,321,849 square feet or 99.2160 acres of land, more or less—of which 26.0375 acres are located in Section 6 and 73.1785 acres are located in Section 36—and being subject to all legal highways, easements, restrictions and agreements of record.

The above description was prepared from a field survey by Bayer Becker, Jeffrey O. Lambert, Professional Land Surveyor #7568 in the State of Ohio, August 31, 2022. The survey plat of which is filed in Volume 158, Page 39 of the Warren County Engineer's record of land surveys.

Basis of Bearings: Survey Volume 152, Page 60.

Prior Deed Reference: Document Number 2021-054261.

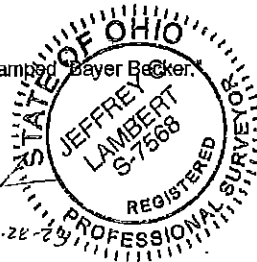
All iron pins set are 5/8" diameter rebar 30" long with a plastic cap stamped Bayer Becker.

APPROVED
WARREN CO. MAP DEPT.

DATE 4-12-2023

BY K. WOSYK

www.bayerbecker.com



Page 2 of 2

OLD 12-36-100-003 203.4421 acR, 67.5446 ac in Sec 6, 115.8965 ac in Sec 36
 NEW 12-36-100-004 99.2160 ac, 26.0375 ac in Sec 6, 73.1785 in Sec 36
 REM 12-36-100-005 104.2271 acR, 61.5091 acR in Sec 6, 42.7180 in Sec 36

located

DONATING 0.826 OF AN ACRE FROM A 6.000 ACRE PARCEL ^{located} AT 5234 STATE ROUTE 63, LEBANON, OH 45036, ~~LOCATED~~ IN TURTLECREEK TOWNSHIP AND OWNED BY THE BOARD OF COUNTY COMMISSIONERS TO THE WARREN COUNTY TRANSPORTATION IMPROVEMENT DISTRICT ("TID") FOR THE PURPOSE OF CONSTRUCTING IMPROVEMENTS OVER THE 0.826 OF AN ACRE FOR THE STATE ROUTE 63 ROAD WIDENING PROJECT (the "Project")

WHEREAS, in order to improve public safety of State Route 63 it is necessary for the TID to construct highway improvements, including the widening of State Route 63 to two lanes in each direction with turn lanes between SR 741 and Union Road as part of the Project; and

WHEREAS, in order to complete the work and maintain the improvements in perpetuity, it is necessary for the TID to acquire fee simple ownership of part of a parcel consisting of 6.000 acres titled in the name of the Board of County Commissioners, identified as Parcel #12-36-400-001, located in Turtlecreek Township and having a mailing address of 5234 SR 63, Lebanon, OH 45036; and

WHEREAS, the Board desires to continue to cooperate in the ODOT process for the Project similar to its previous grant of a right-of-entry to the TID as authorized by Resolution #23-1057; and

WHEREAS, in order to further comply with the ODOT process, the Board desires to enter into a Contract for Donation of the needed property more particularly described on Exhibit "A", execute a Donation Letter in order to forego the requirement of an appraisal and compensation for the donation of the property described on Exhibit "A", and to execute a Quit claim deed conveying fee simple ownership to the property described on Exhibit "A" to the TID.

NOW THEREFORE BE IT RESOLVED, the Board of Commissioners of Warren County, Ohio, by at least a majority of the members casting a vote, concur as follows:

- 1) The attached Contract is hereby approved and the County Administrator, Martin Russell, is hereby authorized to execute the attached Contract on behalf of the Board.
- 2) The County Administrator, Martin Russell, is hereby authorized to execute the attached Donation Letter on behalf of the Board.
- 3) The County Administrator, Martin Russell, is hereby authorized to execute the attached Quit claim deed conveying fee simple ownership of the property described on Exhibit "A" from the Board to the TID.
- 4) The findings made by the Board in the above whereas clauses are hereby adopted as a part of these resolving paragraphs.
- 5) All action taken relating hereto and this Resolution is an administrative act.
- 6) All action taken relating hereto to and this Resolution occurred in an open meeting of the Board in compliance with the Ohio Open Meetings Act, Section 121. 22, et seq. of the Ohio Revised Code.

*Original
Coming
Monday!*

M moved for adoption of the foregoing resolution being seconded by M . Upon call of the roll, the following vote resulted:

M
M
M

Resolution adopted this day of 2024.

BOARD OF COUNTY COMMISSIONERS

Krystal Powell, Clerk

ORC REAL ESTATE SOLUTIONS
FOR INFRASTRUCTURE

LPA
Rev. 01/2010

DONATION LETTER

September 13, 2023

Board of County Commissioners of Warren County, Ohio
406 Justice Dr.
Lebanon, OH 45036

Re: WAR-63-0.83
10-WL
112121

Dear Board of County Commissioners of Warren County, Ohio:

Your real property is needed by the Warren County Transportation Improvement District for a transportation improvement project. As such, you are hereby advised that you have the right to have your property appraised by a competent appraiser and you have the right to accompany the appraiser on the inspection of your property. You have the right to be provided a written offer for the full amount of the fair market value as determined by the agency based upon the appraisal. You have the right to negotiate with the agency and if an acceptable agreement cannot be reached, the right to have the value determined by a court of law. You also have the right to be paid the full amount of the fair market value before being required to surrender possession of your property. Notwithstanding these rights, we understand you are willing to waive all, or any part of your rights noted and willingly agree to donate the property needed for the transportation project. The property is described in the attached Exhibit A which is incorporated herein.

Please be advised that if you desire to use the donation for a tax deduction, you should seek advice from the Internal Revenue Service or a tax expert regarding the current rules for appraisal valuation.

The undersigned hereby acknowledges that he/she has been fully advised by an Warren County Transportation Improvement District representative of his/her rights reflected above and agrees to: (1) Waive the right to receive just compensation for the property, (2) Release Warren County Transportation Improvement District from obtaining an appraisal of the acquired property and (3) Execute the necessary conveyance instrument to transfer said property to Warren County Transportation Improvement District .

O.R. Colan Associates, LLC
8790 Governor's Hill Drive, Suite 101
Cincinnati, OH 45249

Respectfully,



Ben Stollar
Agent of ORC
(513) 247-0243

Property owner signature

Date

Print name

Property owner signature

Date

Print name

**CONTRACT FOR SALE AND PURCHASE OF REAL PROPERTY
WITHOUT BUILDING(S)**

**PARCEL(S): 10-WL
WAR-63-0.83**

This Agreement is by and between the Warren County Transportation Improvement District ["Purchaser"] and Board of County Commissioners of Warren County, Ohio ["Seller"; "Seller" includes all of the foregoing named persons or entities]. Purchaser and Seller are referred to collectively in this Agreement as "Parties."

In consideration of the mutual promises, agreements and covenants herein contained the Parties contract as follows:

1. Price and Consideration

Purchaser shall pay to Seller the sum of GIFT/DONATION, which sum shall constitute the entire amount of compensation due Seller for: (a) the real property to be conveyed, including all fixtures; (b) any and all damages to any residual lands of Seller; (c) Seller's covenants set forth herein; (d) any and all supplemental instruments reasonably necessary to transfer the title of the subject property; and (e) N/A.

Seller shall be exclusively responsible for all delinquent taxes and assessments, including penalties and interest, and for all other real estate taxes and assessments that are a lien as of the date on which this Agreement closes. The taxes and assessments for the current calendar year shall be prorated on an estimated basis to the date of acquisition of title or date of possession, whichever is earlier in time. Seller shall be responsible for any and all future installments of any special assessments levied and assessed against the real property, whether or not any such special assessment has been certified to the county auditor for collection, provided that such installments of special assessments shall be a lien on the subject real property as of the date of transfer of title. Purchaser may withhold in escrow a sufficient amount of the purchase money to satisfy the foregoing items to be paid by Seller; any balance remaining after such taxes, assessments, etc., are discharged shall be paid to Seller and any deficiency shall be the responsibility of Seller.

2. Estate Sold and Deed to Transfer

Seller, upon fulfillment of all the obligations and terms of this Agreement, shall sell and convey to Purchaser, its successors and assigns, the property which is more particularly described in Exhibit A attached hereto and by this reference incorporated herein, together with all improvements now located thereon and all fixtures of every nature now attached to or used

with said land and improvements including, but not limited to, driveways, signs, utility fixtures, shrubbery and trees.

If the rights, titles and estates described in Exhibit A constitute the fee simple in, to and of the real property, then such sale and conveyance by Seller shall be by a good and sufficient general warranty deed with, if applicable, full release of dower. In the event the rights, titles, and estates described in Exhibit A constitute something less than the fee simple of the real property, then such sale and conveyance by Seller shall be by a good and sufficient deed or other instrument regularly and ordinarily used to transfer such lesser rights, titles and estates with, if applicable, full release of dower.

3. Limited Access Parcels - Waiver of Abutters' Rights

If the property described in Exhibit A is designated by Purchaser as a limited access parcel, then Seller further agrees to release to Purchaser, its successors and assigns, any and all abutters' rights, including access rights, appurtenant to any remaining lands of Seller (from which the property described in Exhibit A is being severed) in, over, on, from and to the property described in Exhibit A.

4. Supplemental Instruments

Seller agrees to execute any and all supplemental instruments or documents necessary to vest Purchaser with the rights, titles and interests described in Exhibit A.

5. Warranty of Title

Seller shall, and hereby does, warrant that the property described in Exhibit A is free and clear from all liens and encumbrances whatsoever, except: (a) easements, restrictions, conditions and covenants of record; (b) all legal highways; (c) zoning and building laws, ordinances, rules and regulations; and (d) any and all taxes and assessments not yet due and payable.

6. Elimination of Others' Interests

Seller shall assist, in whatever manner reasonably possible under the circumstances, to procure and deliver to Purchaser releases and cancellations of any and all other rights, titles and interests in the property described in Exhibit A, such as, but not limited to, those belonging to tenants, lessees, mortgagees or others now in possession or otherwise occupying the subject premises, and all assessment claims against said property.

Seller and Purchaser agree that if a mortgagee of Seller or of a predecessor in title fails to cooperate with the efforts to obtain a release of that mortgagee's mortgage lien secured by the

property described in Exhibit A, then and in that event this Agreement shall become null and void and the parties to this Agreement shall be discharged and released from any and all obligations created by this Agreement; for the purposes of this provision, the term "fails to cooperate" shall include a demand or request by any such mortgagee for a fee to process such a release of that mortgagee's mortgage lien that Purchaser, in its sole discretion, deems to be excessive.

7. No Change in Character of Property

Seller shall not change the existing character of the land or alter, remove, destroy or change any improvement located on the property described in Exhibit A. If, prior to the date on which possession of the subject property is surrendered to Purchaser, the subject property suffers any damage, change, alteration or destruction then, and without regard to the cause thereof, Seller shall restore the subject property to the condition it was in at the time Seller executed this Agreement; in the alternative, Seller may agree to accept the abovementioned purchase price less the costs associated with such restoration. If the Seller refuses to either restore the premises or accept the decreased consideration as aforementioned, then Purchaser, at its option after discovery or notification of such damage, change, alteration or destruction, may terminate and cancel this Agreement upon written notice to Seller.

8. Offer to Sell

If Seller executes this Agreement prior to Purchaser, then this Agreement shall constitute and be an Offer to Sell by Seller that shall remain open for acceptance by Purchaser for a period of 20 days immediately subsequent to the date on which Seller delivers such executed Agreement to Purchaser. Upon Purchaser's acceptance and execution of this Agreement within said period of 20 days, this Agreement shall constitute and be a valid Contract for Sale and Purchase of Real Property that is binding upon the Parties.

9. Designation of Escrow Agent

Seller agrees that Purchaser may designate an escrow agent to act on behalf of the Parties in connection with the consummation and closing of this Agreement.

10. Closing Date

The consummation and closing of this Agreement shall occur at such time and place as the Parties may agree, but no later than 10 days after Purchaser notifies Seller in writing that Purchaser is ready to consummate and close this Agreement. Provided, however, in no event

shall such consummation and closing occur more than 120 days after the last date on which one of the Parties executes this Agreement.

11. Physical Possession of Structures Occupied by Seller

Seller shall surrender physical possession of the land and improvements to Purchaser not later than the date on which Purchaser tenders the purchase price to Seller:

12. Control of Property Occupied by Seller's Tenant(s)

Control of property occupied by Seller's tenant(s) shall be assumed by Purchaser on the date Purchaser tenders the purchase price to Seller. From that date forward, Purchaser shall be entitled to collect and retain as its own funds any and all rental payments thereafter made by such tenant(s). If any rents due under the lease(s) with Seller have been prepaid by Seller's tenant(s), then said prepaid rents shall be prorated to the date on which the purchase price is tendered by Purchaser, and said prepaid rents shall be paid to Seller and Purchaser in accordance with such proration.

13. Binding Agreement

Any and all of the terms, conditions and provisions of this Agreement shall be binding upon and shall inure to the benefit of Seller and Purchaser and their respective heirs, executors, administrators, successors and assigns.

14. Multiple Originals

This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together shall constitute but one and the same instrument.

15. Entire Agreement

This instrument contains the entire agreement between the Parties, and it is expressly understood and agreed that no promises, provisions, terms, warranties, conditions or obligations whatsoever, either express or implied, other than herein set forth, shall be binding upon Seller or Purchaser.

16. Amendments and Modifications

No amendment or modification of this Agreement shall be valid or binding upon the Parties unless it is made in writing, cites this Agreement and is signed by Seller and Purchaser.

IN WITNESS WHEREOF, the parties hereto, namely the Warren County Transportation Improvement District and Board of County Commissioners of Warren County, Ohio have executed this Agreement on the date(s) indicated immediately below their respective signatures.

BOARD OF COUNTY COMMISSIONERS OF
WARREN COUNTY, OHIO

By: _____

Date: _____

Warren County Transportation Improvement District



Neil Tunison, PE, PS
Warren County Engineer

Date: APRIL 12, 2024

EXHIBIT A

Page 1 of 2

Rev. 06/09

RX 252 WL
BS
Ver. Date 08/04/22

PID 112121

PARCEL 10-WL
WAR-63-0.83

**ALL RIGHT, TITLE AND INTEREST IN FEE SIMPLE
IN THE FOLLOWING DESCRIBED PROPERTY
INCLUDING LIMITATION OF ACCESS**

Grantor/Owner, his heirs, executors, administrators, successors and assigns forever, are hereby divested of any and all abutter's rights, including access rights in, over and to the within described real estate, including such rights with respect to any highway facility constructed thereon (as used herein, the expression "Grantor/Owner" includes the plural, and words in the masculine include the feminine or neuter).

[Surveyor's description of the premises follows]

Situated in the State of Ohio, Section 36, Town 4 East, Range 3 North, Between the Miami; Turtlecreek Township, Warren County, and being 0.826 acres, part of an original 6.000 acres tract conveyed to the Board of County Commissioners of Warren County, Ohio by Official Record 850, Page 384 of the Warren County, Ohio Recorder's office and being further described as follows:

Commencing at a mag nail set at the southwest corner of said Section 36, said point of being in the centerline of State Route 63; thence along the centerline of the State Route 63 South $84^{\circ} 38' 06''$ East 1055.79 feet to an angle point in the centerline of State Route 63, thence continuing along the centerline of State Route 63 South $84^{\circ} 33' 59''$ East, 2679.49 feet to an angle point in the centerline of State Route 63, thence continuing along the centerline of State Route 63 South $84^{\circ} 26' 19''$ East along the centerline 0.30 feet to the TRUE PLACE OF BEGINNING:

Thence North $05^{\circ} 25' 08''$ East, along the west line of said Board of County Commissioners of Warren County, Ohio and an east line of a 38.9214 acre tract of land conveyed to the State Of Ohio by document number 2021-054256, 60.00 feet to an iron pin set.

Thence South $84^{\circ} 26' 19''$ East, through the lands of the Board of County Commissioners of Warren County, Ohio; on a new Limited Access Right of Way line for a distance 361.90 feet to a point at the center of a 33.00 foot wide Point of Permissible Access, thence continuing along the new line of limited access 238.10 feet, a total distance of 600.00 feet, to an iron pin set in the east line of said Board of County Commissioners of Warren County, Ohio;

Thence South $05^{\circ} 25' 08''$ West, along the east line of said Board of County Commissioners of Warren County, Ohio and said State of Ohio lands, 60.00 feet to the centerline of State Route 63;

EXHIBIT A

RX 252 WL

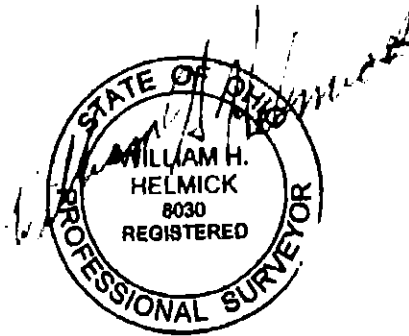
Page 2 of 2

Rev. 06/09

Thence North 84° 26' 19" West, along the centerline of State Route 63 and said State of Ohio lands, 600.00 feet to the True Place of beginning and containing 0.826 acres of land more or less, of which 0.413 acres are in the present right of way of S. R. 63, and being subject to all legal highways, easements, restrictions and agreements of records.

The above description was prepared from a field survey in March of 2022 by Ohio Department of Transportation under the supervision of William H. Helmick, Professional Land Surveyor #8030 in the State of Ohio. The Basis of Bearing is the Ohio State Plane South Coordinate System South Zone (3402)(2011) as established by the Ohio Real Time Network. All iron pins set are 30" in length and 5/8" in diameter and identified by a plastic cap marked "ODOT DIST 8".

The survey of which is filed in Vol. 156 Plat No. 93 of the Warren County Engineers Record of Land Surveys.



08/04/2022

QUIT CLAIM DEED

Board of County Commissioners of Warren County, Ohio, the Grantor(s), as a GIFT/DONATION to the Grantee named, does grant and forever Quit Claim to Warren County Transportation Improvement District, the Grantee, all right, title and interest in fee simple in the following described real estate:

PARCEL(S): 10-WL

WAR-63-0.83

SEE EXHIBIT A ATTACHED

Warren County Current Tax Parcel No. 1236400001

Prior Instrument Reference: Bk. 850 Pg. 384, Warren County Recorder's Office.

To have and to hold said parcel(s) unto the Grantee, except: (a) easements, restrictions, conditions, and covenants of record; (b) all legal highways; (c) zoning and building laws, ordinances, rules, and regulations; and (d) any and all taxes and assessments not yet due and payable.

The above parcel(s) conveyed is being acquired by Grantee for a public purpose, namely the establishment, construction, reconstruction, widening, repair or maintenance of a public road.

As consideration for the transfer of property without compensation by Grantor, Grantee, by its acceptance and recordation of this instrument, agrees as follows:

(A) All alternatives to a proposed alignment of the highway project shall be studied and considered pursuant to the "National Environmental Policy Act of 1969," 83 Stat. 852, 42 U.S.C.A. 4321 et seq., as amended.

(B) Acceptance of the donation shall not influence the environmental assessment of the highway project, including the decision relative to the need to construct the project or selection of its specific location.

(C) The donated interest shall revert to the grantor or his successors or assigns if the interest is not required for the alignment chosen for the highway project after public hearings, if hearings are required, and adoption of the environmental document.]

As consideration for the transfer of property without compensation by Grantor, Grantee, by its acceptance and recordation of this instrument, agrees that if at anytime the property granted, or any part thereof, shall cease to be used for the purposes for which granted, namely as and for, or in connection with, a road that shall be open to the public without charge, then Grantee shall vacate its road over the property granted, or the relevant part thereof, to Grantor or Grantor's then current successor in interest of record at no cost.

IN WITNESS WHEREOF Board Of County Commissioners Of Warren County, Ohio by and through _____, the _____ of Board Of County Commissioners Of Warren County, Ohio, has hereunto subscribed _____ name on the _____ day of _____, _____.

BOARD OF COUNTY COMMISSIONERS OF
WARREN COUNTY, OHIO

By: _____

STATE OF OHIO, COUNTY OF WARREN SS:

BE IT REMEMBERED, that on the _____ day of _____, _____, before me the subscriber, a Notary Public in and for said state and county, personally came the above named _____, who acknowledged being the _____ of Board Of County Commissioners Of Warren County, Ohio, and who acknowledged the foregoing instrument to be the voluntary act and deed of said Board Of County Commissioners Of Warren County, Ohio. No oath or affirmation was administered to _____ with regard to the notarial act.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.

NOTARY PUBLIC

My Commission expires: _____

This document was prepared by: Warren County Transportation Improvement District

EXHIBIT A

Page 1 of 2

Rev. 06/09

RX 252 WL

Ver. Date 08/04/22

PID 112121

PARCEL 10-WL
WAR-63-0.83

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INCLUDING LIMITATION OF ACCESS

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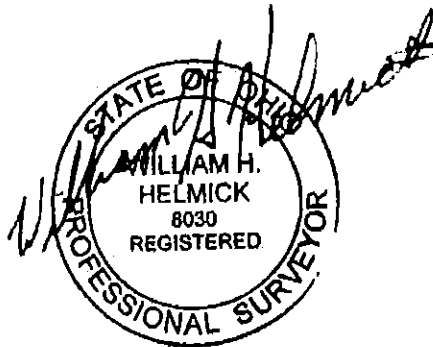
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The survey of which is filed in Vol. 156 Plat No. 93 of the Warren County Engineers Record of Land Surveys.



08/04/2022



**BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO**

406 Justice Drive, Lebanon, Ohio 45036

www.co.warren.oh.us

commissioners@co.warren.oh.us

Telephone (513) 695-1250

Facsimile (513) 695-2054

TOM GROSSMANN

SHANNON JONES

DAVID G. YOUNG

**BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO**

MINUTES: Regular Session – April 16, 2024

This is a summary of actions and discussions of the meeting. You may view this meeting through our YouTube Channel at <https://www.youtube.com/channel/UC1ELh0jGpXd4VV2DTgsuqPA> or by contacting our office.

The Board met in regular session pursuant to adjournment of the April 9, 2024, State of the County meeting.

David G. Young – present

Shannon Jones – present

Tom Grossmann – present

Krystal Powell, Clerk – present

Minutes of the April 9, 2024 general session meeting and April 9, 2024 State of the County meeting were read and approved.

- 24-0505 A resolution was adopted hiring Cassidy Stanforth as Cashier Receptionist, within the Building and Zoning Department. Vote: Unanimous
- 24-0506 A resolution was adopted approving reclassification of Ashlin Benne from Assessment/Investigative Caseworker I to Assessment/Investigative Caseworker II within Warren County Department of Job and Family Services, Children Services Division. Vote: Unanimous
- 24-0507 A resolution was adopted approving the end of a 365-day probationary period and a pay increase for Tim Simpson within the Warren County Telecommunications Department. Vote: Unanimous
- 24-0508 A resolution was adopted approving the end of a 365-day probationary period and a pay increase for Charles Zugaro within the Warren County Telecommunications Department. Vote: Unanimous
- 24-0509 A resolution was adopted approving appointment and reappointments to Ohio Public Works Commission District 10 Integrating Committee. Vote: Unanimous

MINUTES
APRIL 16, 2024
PAGE 2

- 24-0510 A resolution was adopted approving a Notice of Intent to Award Bid to JTM Smith Construction, Inc for the Stephens Road Bridge #158-0.92 Replacement Project. Vote: Unanimous
- 24-0511 A resolution was adopted approving a Notice of Intent to Award Bid to M.P. Dory Company for the 2024 Guardrail Replacement Project. Vote: Unanimous
- 24-0512 A resolution was adopted entering into a Statement of Work agreement with Language Line Services, Inc. on behalf of Warren County Children Services. Vote: Unanimous
- 24-0513 A resolution was adopted erecting stop signs on Old 122 (CR 230) at intersection of Utica Road (TR42) so that said intersection functions as a four (4) – way stop intersection. Vote: Unanimous
- 24-0514 A resolution was adopted approving the replacement of various culverts on Warren County roads under force account. Vote: Unanimous
- 24-0515 A resolution was adopted approving amendment No. 1 to the engineering contract with Ribway Engineering Group, Inc. on behalf of the Warren County Engineer’s Office. Vote: Unanimous
- 24-0516 A resolution was adopted approving and authorizing the President of the Board of County Commissioners to accept and sign the updated Warren County Transit Service Safety Plan. Vote: Unanimous
- 24-0517 A resolution was adopted waiving sewer connection fees, non-participant fees, sewer capacity fees, and inspection fees for sewer service to the Salem Township Maintenance Building to be located at 4789 Whitacre Street. Vote: Unanimous
- 24-0518 A resolution was adopted entering into an agreement with Ohio Valley Environmental Engineering, Inc DBA Environmental Engineering Service for the Dale Acres Wastewater Treatment Plan Improvement Project. Vote: Unanimous
- 24-0519 A resolution was adopted entering into a contract with the Lamar Companies on behalf of the Warren County Department of Human Services. Vote: Unanimous
- 24-0520 A resolution was adopted entering into a contract with Issac Wiles & Burkholder, LLC on behalf of the Warren County Juvenile Court. Vote: Unanimous
- 24-0521 A resolution was adopted acknowledging payment of bills. Vote: Unanimous
- 24-0522 A resolution was adopted entering into a Subdivision Public Improvement Performance and Maintenance Security agreement with Hamilton Pointe Investment LLC for installation of certain improvements in Hamilton Pointe, Phase 1 located in Hamilton Township. Vote: Unanimous

MINUTES
APRIL 16, 2024
PAGE 3

- 24-0523 A resolution was adopted entering into a street and appurtenances (including sidewalks) Security agreement with Hamilton Pointe Investment, LLC for installation of certain improvements in Hamilton Pointe, Section 1 situated in Hamilton Township. Vote: Unanimous
- 24-0524 A resolution was adopted entering into a street and appurtenances (including sidewalks) Security agreement with Hamilton Pointe Investment, LLC for installation of certain improvements in Hamilton Pointe, Section 2 situated in Hamilton Township. Vote: Unanimous
- 24-0525 A resolution was adopted approving various record plats. Vote: Unanimous
- 24-0526 A resolution was adopted approving a supplemental appropriation and an operational transfer into Property Casualty Insurance #6637. Vote: Unanimous
- 24-0527 A resolution was adopted approving a supplemental appropriation and an appropriation adjustment into Property Insurance Fund #6637. Vote: Unanimous
- 24-0528 A resolution was adopted approving an appropriation adjustment within Sheriff's Office Fund #11012200. Vote: Unanimous
- 24-0529 A resolution was adopted approving appropriation adjustment within Grants Administration Fund #2265. Vote: Unanimous
- 24-0530 A resolution was adopted approving appropriation adjustment within the Sewer Project Fund 5575. Vote: Unanimous
- 24-0531 A resolution was adopted approving appropriation adjustment within Health Insurance Fund #6632. Vote: Unanimous
- 24-0532 A resolution was adopted approving requisitions and authorizing County Administrator to sign documents relative thereto. Vote: Unanimous
- 24-0533 A resolution was adopted determining a real and present emergency exists based on evidence in the record that 12 watermain breaks to-date have caused actual physical disaster to structures along State Route 48 in Mainville and other residences and business structures in the same vicinity may imminently sustain actual physical disasters thereby necessitating this Board to approve the State Route 48 – Mainville Watermain Replacement Project without future delay and proceed with hiring a contractor without competitive bidding. Vote: Unanimous
- 24-0534 A resolution was adopted approving emergency repair parts of the Influent Bar Screen #2 located at the Little Lower Miami Wastewater Treatment Plant. Vote: Unanimous
- 24-0535 A resolution was adopted authorizing the County Administrator to sign a Letter of Arrangement between the Board of County Commissioners and the Auditor of State relative to the 2023 County Financial Audit. Vote: Unanimous

24-0536 A resolution was adopted awarding bid to Cargil, Inc for the purchase of 29,000
Tons of Bulk Ice Control Salt.

DISCUSSIONS

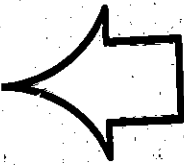
On motion, upon unanimous call of the roll, the Board accepted and approved the consent
agenda.

Upon motion the meeting was adjourned.

David G. Young, President

Tom Grossmann

Shannon Jones



I hereby certify that the foregoing is a true and correct copy of the minutes of the meeting of the
Board of County Commissioners held on April 16, 2024, in compliance with Section 121.22
O.R.C.

Krystal Powell, Clerk
Board of County Commissioners
Warren County, Ohio

Proclamation

*From the Office of the Board of County Commissioners
Warren County, Ohio*

**PROCLAIM MAY 5, 2024, AS
"VOLUNTEER FIREFIGHTERS, LIFE SQUAD,
AND AUXILIARY MEMBERS DAY"
IN WARREN COUNTY**

WHEREAS, throughout our nation's history, the American Spirit has been distinguished by the ready willingness of neighbors to join together and help one another. The tradition of voluntary community service is as important today as it was in the founding years of our country; and

WHEREAS, the protection of life and property throughout Warren County has been entrusted to dedicated and community spirited citizens; and

WHEREAS, Local Volunteer Fire Departments were established to ensure safety of fellow citizens in need; and

WHEREAS, cities, towns, and villages of Warren County have benefitted from the service of volunteers providing Fire, Life Squad, and Auxiliary support; and

WHEREAS, we recognize the vital contribution of our first responders for their many sacrifices and willingness to train, respond, and aid others in a wide range of fire and medical emergencies. Countless lives have been saved, and property protected by these organizations and skilled members; and

NOW THEREFORE BE IT RESOLVED, to proclaim Sunday May 5, 2024;

**"WARREN COUNTY VOLUNTEER FIRE, LIFE SQUAD,
AND AUXILIARY RECOGNITION DAY"**

In Warren County and encourage the citizens and business owners throughout the County to give thanks and recognition for these public-spirited volunteers.

IN WITNESS WHEREOF, we have hereunto subscribed our names and caused the seal of Warren County to be affixed at Lebanon this 23rd day of April, in the year of our Lord, Two Thousand Twenty-Four.

**BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO**

David G. Young, President

Tom Grossmann

Shannon Jones

Proclamation

*From the Office of the Board of County Commissioners
Warren County, Ohio*

**PROCLAIM APRIL 30, 2024, AS
"NATIONAL THERAPY ANIMAL DAY"
IN WARREN COUNTY**

WHEREAS, there are thousands of Pet Partners therapy animal teams serving in communities across the United States; and

WHEREAS, Pet Partners has designated April 30 as National Therapy Animal Day; and

WHEREAS, scientific research shows that interacting with therapy animals can reduce stress, relieve depression, slow heart rate, lower blood pressure and strengthen the immune system; and

WHEREAS, therapy animal teams in Warren County play an essential role in improving human health and well-being through the human-animal bond; and

WHEREAS, therapy animal teams interact with a variety of people in our community including veterans, seniors, patients, students, and those approaching end of life; and

WHEREAS, these exceptional therapy animals who partner with their human companions bring comfort and healing to those in need; and

WHEREAS, we encourage more pet owners to consider becoming Pet Partners volunteers to help our community by creating greater access to meaningful therapy animal visits.

NOW THEREFORE BE IT RESOLVED, by this Board of Warren County Commissioners, that April 30, 2024, be proclaimed as

"NATIONAL THERAPY ANIMAL DAY"

in Warren County and encourage our citizens to celebrate our therapy animals and their human handlers. Further, we publicly salute the service of therapy animal teams in our community and in communities across the nation.

IN WITNESS WHEREOF, we hereunto subscribed our names and caused the seal of Warren County to be affixed at Lebanon this 23rd day of April, in the Year of our Lord, Two Thousand Twenty-Four.

BOARD OF COUNTY COMMISSIONERS

David G. Young, President

Tom Grossmann

Shannon Jones



**REQUEST FOR AUTHORIZATION TO ATTEND ASSOCIATION MEETING,
CONVENTION OR TRAINING SEMINAR/SESSION**

This form is to be completed by Department Head/Elected Official requesting authorization to attend an Association Meeting or Convention or Training Seminar/Session sponsored by an Association as required by O.R.C. Section 325.20. Additionally, authorization is required for any training seminar/session held more than 250 miles from county campus;

*NAME OF ATTENDEE: Mary Velde DEPARTMENT: County Court

*POSITION: Probation officer DATE: 4/18/2024

REQUEST FOR AUTHORIZATION FOR THE ABOVE-NAMED EMPLOYEE/ELECTED OFFICIAL TO ATTEND THE FOLLOWING:

ASSOCIATION MEETING CONVENTION ASSOCIATION SPONSORED TRAINING SEMINAR/SESSION
TRAINING MORE THAN 250 MILES

PURPOSE: Line Officer Training

LOCATION Hyatt Regency Columbus, Ohio

DATE(S): May 30-31, 2024

TYPE OF TRAVEL: (Check one)

AIRLINE STAFF CAR PRIVATE VEHICLE OTHER

LODGING: \$213.00 per night x2=\$426.00

ESTIMATED COST OF TRIP: reg. \$350, lodge \$470, mlg \$80.40 = approx \$900 x 4

I CERTIFY THAT DIRECTION HAS BEEN GIVEN TO ALL EMPLOYEES ATTENDING THIS FUNCTION, THAT IT IS EXPECTED OF THEM TO ATTEND APPLICABLE SESSIONS.

DEPARTMENT HEAD/ELECTED OFFICIAL REQUESTING AUTHORIZATION:

Melissa Mauloy A. A. A. 4/18/24
Signature/Title Date

BOARD OF COMMISSIONERS' APPROVAL:

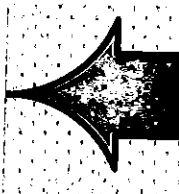
Commissioner Date

Commissioner Date

Commissioner Date

*If additional employees will be attending the Association Meeting, Convention or Training Seminar/Session please list names and positions here:

Kimberly Lee, Madison Wallen, Donna Conn





**REQUEST FOR AUTHORIZATION TO ATTEND ASSOCIATION MEETING,
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*NAME OF ATTENDEE: Kelsey Sams DEPARTMENT: Children Services

*POSITION: OhioKAN Navigator DATE: 4/15/24

REQUEST FOR AUTHORIZATION FOR THE ABOVE-NAMED EMPLOYEE/ELECTED OFFICIAL TO ATTEND THE FOLLOWING:

ASSOCIATION MEETING CONVENTION ASSOCIATION SPONSORED TRAINING SEMINAR/SESSION
TRAINING MORE THAN 250 MILES

PURPOSE:

Cohort Merger Training

LOCATION:

Nationwide Hotel & Conference Center
Columbus, Ohio

DATE(S): 4/22/24-4/24/24

TYPE OF TRAVEL: (Check one)

AIRLINE STAFF CAR PRIVATE VEHICLE OTHER

LODGING:

ESTIMATED COST OF TRIP: Mileage 160 milesx\$0.50=\$80, meals \$29x3=\$87 total \$167

I CERTIFY THAT DIRECTION HAS BEEN GIVEN TO ALL EMPLOYEES ATTENDING THIS FUNCTION, THAT IT IS EXPECTED OF THEM TO ATTEND APPLICABLE SESSIONS.

DEPARTMENT HEAD/ELECTED OFFICIAL REQUESTING AUTHORIZATION:

Shauna Jones 4-18-24
Signature/Title Date

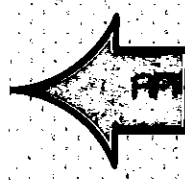
BOARD OF COMMISSIONERS' APPROVAL:

Commissioner Date

Commissioner Date

Commissioner Date

*If additional employees will be attending the Association Meeting, Convention or Training Seminar/Session please list names and positions here:



RECEIVED 04/22/24



REQUEST FOR AUTHORIZATION TO ATTEND ASSOCIATION MEETING, CONVENTION OR TRAINING SEMINAR/SESSION

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*NAME OF ATTENDEE: Charlie Gillespie DEPARTMENT: Juvenile Court
*POSITION: Probation Manager DATE: 4-15-24

REQUEST FOR AUTHORIZATION FOR THE ABOVE-NAMED EMPLOYEE/ELECTED OFFICIAL TO ATTEND THE FOLLOWING:

- ASSOCIATION MEETING
- CONVENTION
- ASSOCIATION SPONSORED TRAINING SEMINAR/SESSION
- TRAINING MORE THAN 250 MILES

PURPOSE:

Ongoing training related to position held.

LOCATION:

Hyatt Regency Columbus, Ohio

DATE(S): 5/30-5/31/24

TYPE OF TRAVEL: (Check one)

- AIRLINE
- STAFF CAR
- PRIVATE VEHICLE
- OTHER

LODGING: Hyatt Regency Columbus

ESTIMATED COST OF TRIP: \$350 registration + \$122 hotel= \$472.00 a person

I CERTIFY THAT DIRECTION HAS BEEN GIVEN TO ALL EMPLOYEES ATTENDING THIS FUNCTION, THAT IT IS EXPECTED OF THEM TO ATTEND APPLICABLE SESSIONS.

DEPARTMENT HEAD/ELECTED OFFICIAL REQUESTING AUTHORIZATION:

[Signature] 4/15/24
Signature/Title Court Administrator Date

BOARD OF COMMISSIONERS' APPROVAL:

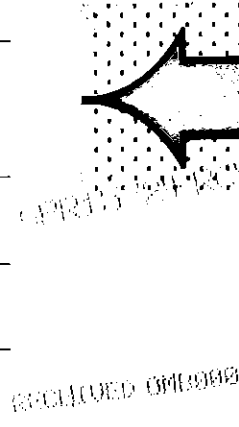
Commissioner Date

Commissioner Date

Commissioner Date

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John Monroe





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*NAME OF ATTENDEE: Jim Doddy DEPARTMENT: Sheriff's Office

*POSITION: Sergeant DATE: 4/11/24

REQUEST FOR AUTHORIZATION FOR THE ABOVE-NAMED EMPLOYEE/ELECTED OFFICIAL TO ATTEND THE FOLLOWING:

ASSOCIATION MEETING CONVENTION ASSOCIATION SPONSORED TRAINING SEMINAR/SESSION
TRAINING MORE THAN 250 MILES

PURPOSE:
Attend training related to his job duties.

LOCATION:
Sandusky, OH

DATE(S): 6/10/24-6/14/24

TYPE OF TRAVEL: (Check one)

AIRLINE STAFF CAR PRIVATE VEHICLE OTHER

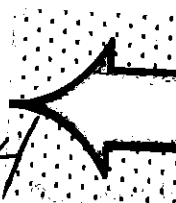
LODGING: Kalahari

ESTIMATED COST OF TRIP: \$3000

I CERTIFY THAT DIRECTION HAS BEEN GIVEN TO ALL EMPLOYEES ATTENDING THIS FUNCTION, THAT IT IS EXPECTED OF THEM TO ATTEND APPLICABLE SESSIONS.

DEPARTMENT HEAD/ELECTED OFFICIAL REQUESTING AUTHORIZATION:

Sheriff Larry J. [Signature] 04/11/2024
Signature/Title Date



BOARD OF COMMISSIONERS' APPROVAL:

Commissioner Date

Commissioner Date

Commissioner Date

*If additional employees will be attending the Association Meeting, Convention or Training Seminar/Session please list names and positions here:

Joe Gray and Scott Williams

04-11-24
RECORDED 01530008



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*NAME OF ATTENDEE: DONALD E ODA II DEPARTMENT: COMMON PLEAS CT

*POSITION: JUDGE DATE: 4/17/24

REQUEST FOR AUTHORIZATION FOR THE ABOVE-NAMED EMPLOYEE/ELECTED OFFICIAL TO ATTEND THE FOLLOWING:

ASSOCIATION MEETING CONVENTION ASSOCIATION SPONSORED TRAINING SEMINAR/SESSION
TRAINING MORE THAN 250 MILES

PURPOSE:

OCPJA 2024 SUMMER CONFERENCE

LOCATION:

HOTEL CLEVELAND
CLEVELAND, OH

DATE(S): 6/5/24-6/7/24

TYPE OF TRAVEL: (Check one)

AIRLINE STAFF CAR PRIVATE VEHICLE OTHER

LODGING: \$411. (3 NIGHTS @ \$137)

ESTIMATED COST OF TRIP: PRK\$135;REG\$400,MLG\$222;MEALS\$172.50

Handwritten calculation: 1,340.50 x 3 (Judges) = 4,021.50

I CERTIFY THAT DIRECTION HAS BEEN GIVEN TO ALL EMPLOYEES ATTENDING THIS FUNCTION, THAT IT IS EXPECTED OF THEM TO ATTEND APPLICABLE SESSIONS.

DEPARTMENT HEAD/ELECTED OFFICIAL REQUESTING AUTHORIZATION:

Donald E Oda II 4/17/24
Signature/Title Date

BOARD OF COMMISSIONERS' APPROVAL:

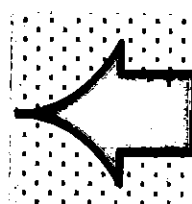
Commissioner Date

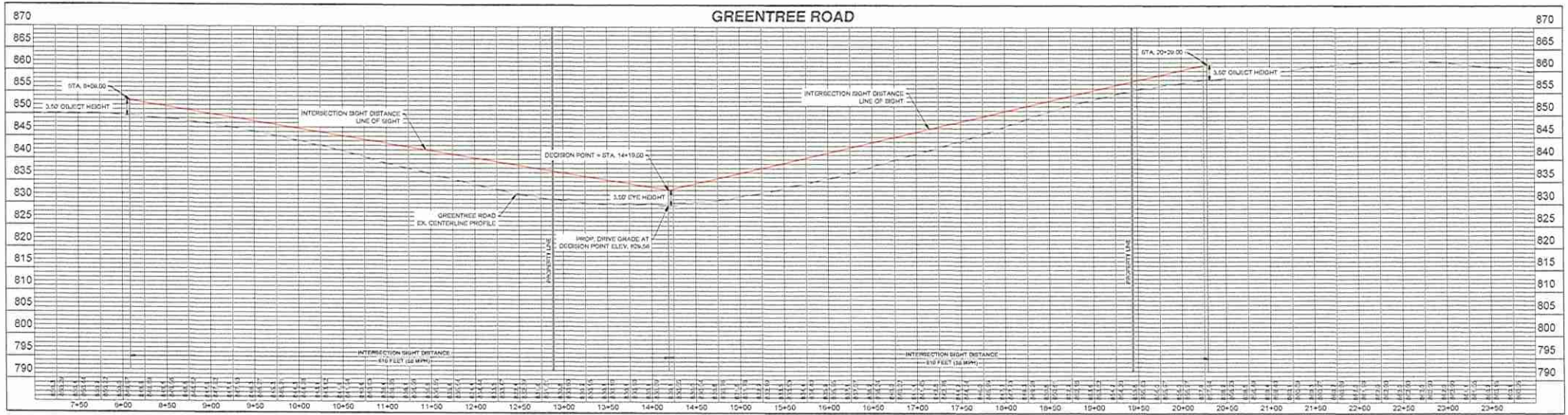
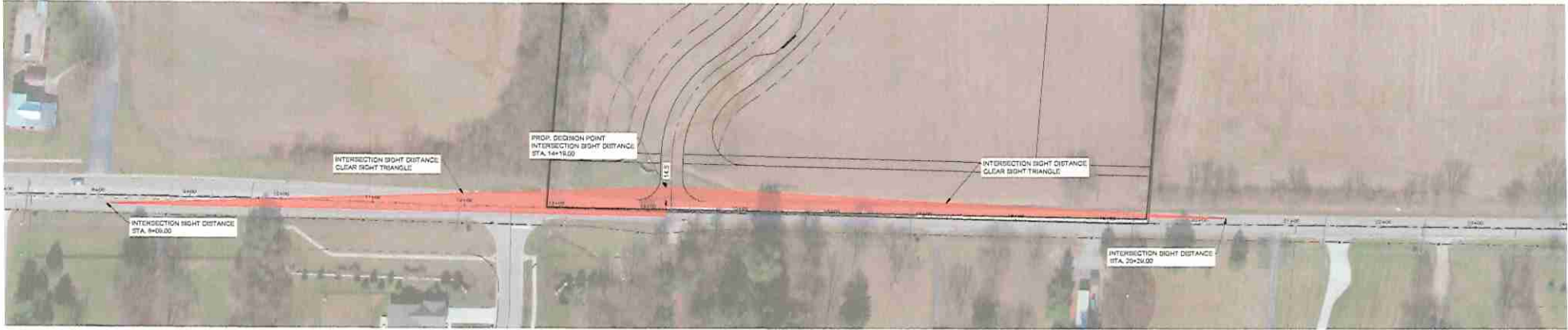
Commissioner Date

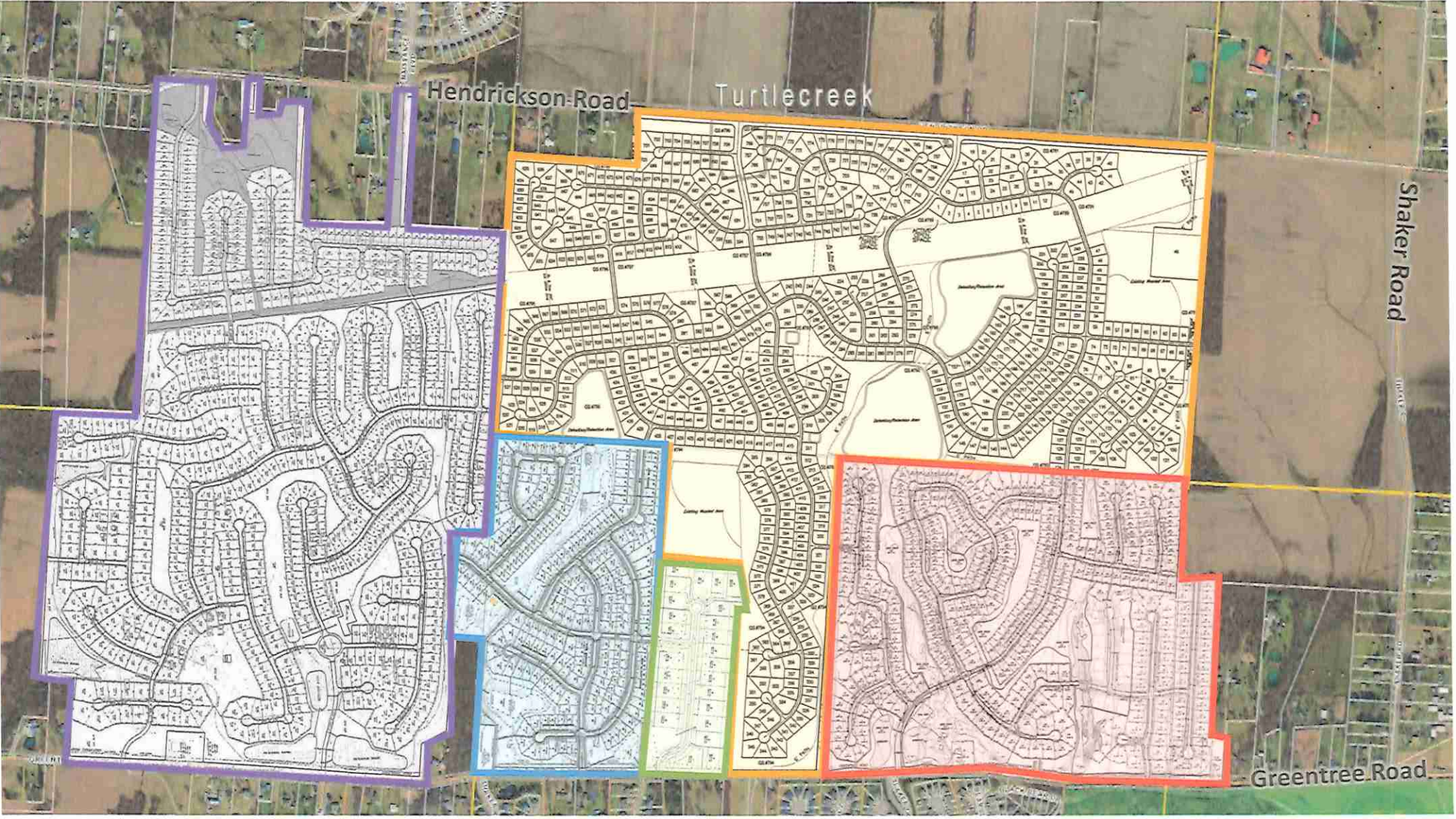
Commissioner Date

*If additional employees will be attending the Association Meeting, Convention or Training Seminar/Session please list names and positions here:

JUDGE TIMOTHY N TEPE, JUDGE ROBERT W PEELER





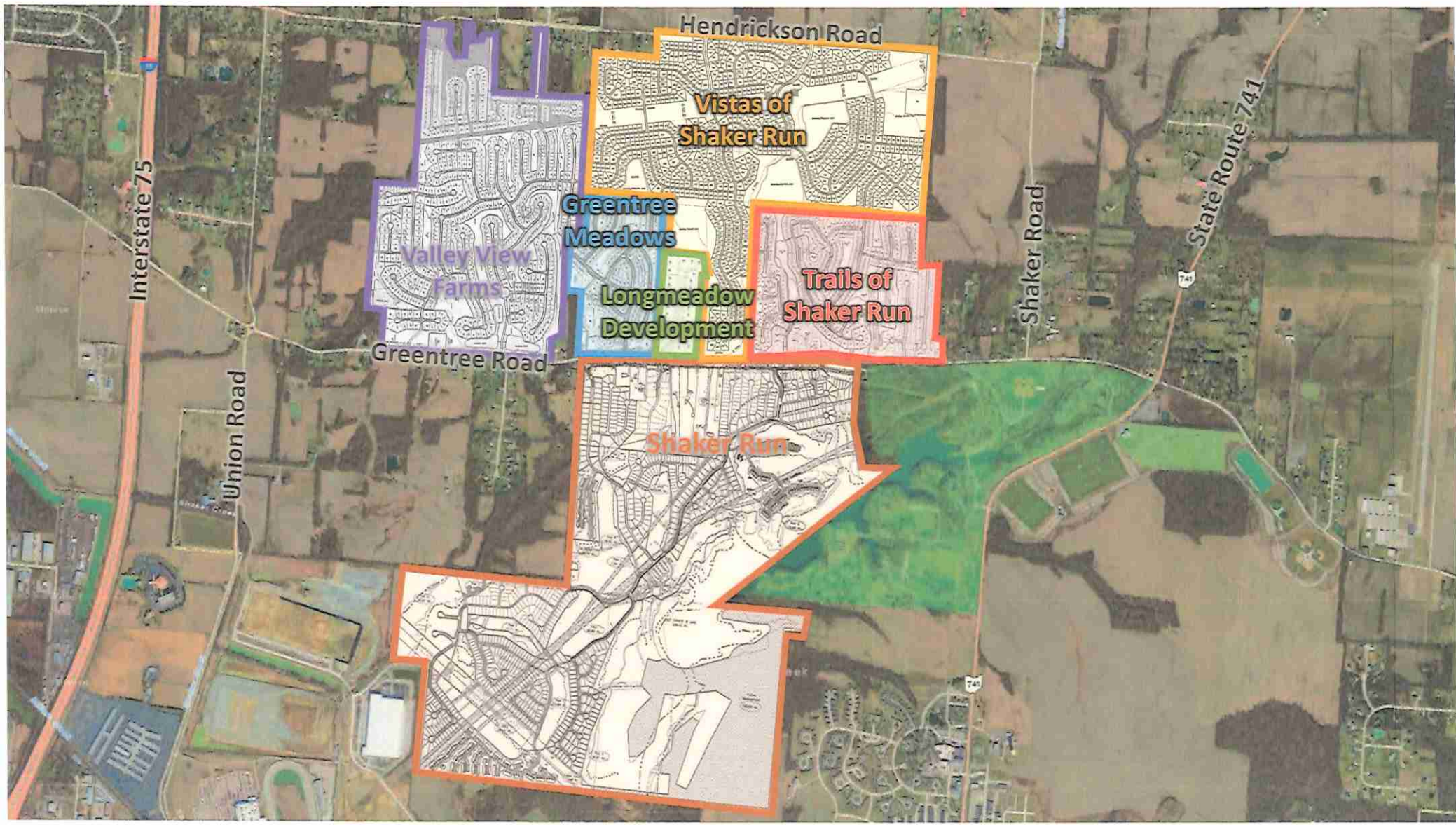


Hendrickson Road

Turtlecreek

Shaker Road

Greentree Road



Interstate 75

Union Road

Greentree Road

Hendrickson Road

Shaker Road

State Route 741

Valley View Farms

Greentree Meadows

Longmeadow Development

Vistas of Shaker Run

Trails of Shaker Run

Shaker Run



**Warren County Engineer's Office
210 West Main Street
Lebanon, Ohio 45036**

April 19, 2024

Memo:

To: Board of Warren County Commissioners

From: Neil F. Tunison, P.E., P.S. Warren County Engineer
by David Mick, P.E., Assistant Warren County Engineer

Re: April 23, 2024 Longmeadow Subdivision Developer Variance Request to the Warren County Access Management Regulations

For the Board's Consideration:

- 1) The Developer and the County Engineer's Office have agreed upon an access plan for this proposed 25 +/- lot development.
- 2) The Applicant's property is located between two high points in Greentree Road with the proposed access point for the development being situated at the low point. There is only one location along the development frontage that has adequate sight distance, and that location is 175-Lin. Ft. east/opposite of existing Meadow View Lane (significantly less than the 750-Lin. Ft. spacing required in the Warren County Access Management Regulations).
- 3) Notably, along Greentree Road between Union Road and SR 741, adjacent landowners have vested rights to develop 3447 parcels, of which approximately 1100 have been platted. Lots still to be platted would be expected to generate 23,000 vehicle trips/day on the existing roadway network, Union Village another 35,000 trips/day, the City of Lebanon development along SR 63 west of Markey Road perhaps 10,000 – 15,000 trips/day. This and other developments that are bound to occur over time suggest a future need for additional lanes on Greentree Road, SR 63 (east of SR 741), others.
- 4) Future improvements to Greentree Road along the Applicant's frontage would include either: i) a left turn lane for the existing Meadow View Lane (the Applicant's entrance would be offset in the overlapping direction for left turns so that left turns could not be safely accommodated at 55-mph into the Applicant's development), or ii) a pair of roundabouts might be constructed on Greentree Road at the both Shaker Run Subdivision entrances which are located each side of the Applicant's development frontage. With this roundabout scenario, both existing Meadow View Lane and the Applicant's entrance would become right-in/right-out connections. So for both scenarios i) and ii), the Applicant's entry would need to be right-in/right-out.
- 5) The County Engineer and Developer agree that the Applicant's entrance, located approximately 175-Lin. Ft. opposite/east of Meadow View Lane, will be full access through the construction period and converted to right-in/right-out access prior to the county acceptance of the subdivision road for public maintenance. Frontage improvements will include a right-turn lane on Greentree Road and sufficient right-of-way width for Warren County to replace the right-turn lane when Greentree Road is improved.



WARREN COUNTY ENGINEER'S OFFICE

105 Markey Road, Lebanon, Ohio 45036

Main Ph: (513) 695-3301

Fax (513)-695-3323

CIN. (513) 925-3301

DAY. (937) 425-3301

ACCESS PERMIT

(PLEASE PRINT)

Access Permit # _____ (attach application)

Effective Date: Permit Request Denied 03/07/2024

The permit under the conditions stated in the application or stated below (with the condition stated below superceding the application) is hereby:

Granted

Denied

Site Description: This is a proposed 25 +/- lot subdivision development (final total number of lots to be determined) located in Turtlecreek Township with frontage along Greentree Road adjacent-east to the 198-lot Greentree Meadows Subdivision that is just recently started construction. The Applicant proposes to locate their subdivision entrance connection opposite and 175-Lin. Ft. (+/-) east of Meadow View Lane (29-lots). If approved, the County Engineer's Office anticipates that this Applicant's development will connect to the Greentree Meadows subdivision if not another future development located to the north and east of the Applicant's property.

Greentree Road is classified in the Warren County Thoroughfare Plan as a Major Collector Distributor. Legal Speed Limit = 55 mph.

Justification for denial of Applicant's Access/Driveway Culvert Permit Application signed and dated February 15, 2024 and received February 22, 2024: 1) Applicant's proposed subdivision entrance spacing from existing Meadow View Lane is between 150- Lin. Ft. and 175-Lin. Ft., measured from the nearest edge of pavement to nearest edge of pavement, being less than the 750-Lin. Ft. spacing required for a Major Collector Distributor as provided in Table 1 of the Warren County Access Management Regulations.

WARREN COUNTY ENGINEER'S OFFICE
NEIL F. TUNISON, P.E., P.S., COUNTY ENGINEER

By: Neil F. Tunison P.E., P.S.
County Engineer

3/7/2024
Date

Entered into GIS _____ initials _____ date

WARREN COUNTY ENGINEER'S OFFICE

105 Markey Road, Lebanon, Ohio 45036
 Phone: (513) 695-3301 Fax (513)-695-3323

**ACCESS / DRIVEWAY CULVERT
 PERMIT APPLICATION**

The property owner shall construct and maintain driveway culverts and approaches pursuant to Ohio Revised Code Sections 5543.16 and 5571.16

Request is for (Check one): Residential Non-Residential Commercial

Requesting (Check all that apply):

- Permanent Access Temporary Access Improvement to Existing Access
- Change in Access Use Existing Parcel (No Parcels to be created)
- Preliminary Access Approval for Lot Split (Attach Survey Plat showing new parcel(s) and residual parcel.)
- Driveway Culvert (Parcel ID Required): Complete (A) Owner and (B) Agent (if applicable), then go to page 3.

(A) Owner (Applicant): (PLEASE PRINT)

Name: LONGMEADOW DEVELOPMENT; LLC Phone # _____
 Mailing Address, City 1768 HAPPY VALLEY DR, FAIRFIELD
 State, Zip OHIO 45014 E-Mail _____

(B) Agent for the Applicant (if applicable):

Name: JEFF HAYES Phone # 513-846-9311
 Mailing Address, City 1768 HAPPY VALLEY DR, FAIRFIELD
 State, Zip OHIO 45014 E-Mail jhayesproperties@yahoo.com

- 1) Address or Parcel ID# of property 0825100004
- 2) Are you aware of prior request for an access permit or preliminary access approval for this parcel? X N ___ Y
 If yes please explain: _____
- 3) What roadway are you requesting access from? Greentree Road
- 4) Number of lots created? 25 Number of requested access points? 1
- 5) How many feet is the proposed access from the nearest roadway or driveway?
 Access #1: 175 Ft. (circle: N S E W) from East of Meadow View Lane
 Access #2: _____ Ft. (circle: N S E W) from _____
 Access #3: _____ Ft. (circle: N S E W) from _____
- 6) Does the property owner own or have any interests in any adjacent property? X N ___ Y
 If yes, please describe: _____
- 7) Are there existing access easements bordering or within the property? X N ___ Y
- 8) If you are requesting residential development access, what is the type (single family, apartment, townhouse, condominium, landominium) and number of units?

Type	Number of Units	Type	Number of Units
Detached Single Family	25		

9) If you are requesting commercial or industrial access please indicate the types and number of businesses and provide the floor area square footage of each.

Business	Square footage	Business	Square footage

10) Provide the following vehicle count estimates for vehicles that will use the access. Leaving the property then returning is two counts. Indicate if your counts are: X peak hour volumes or average daily volumes.

Notes: (1) A Traffic Impact Study (TIS) may be required for developments generating more than 10 peak hour trips and/or 100 average daily trips, (2) Vehicle count estimates are to be based on the Institute of Transportation Engineers (ITE) Trip Generation manual when applicable.)

# Of passenger cars and light trucks	# Of heavy trucks	Total count of all vehicles
24	0	24

11) Within seven business days of the receipt of this application the County Engineer may determine that the applicant will be required to provide some or all of the following:

- | | |
|---|---|
| a) Property map indicating other access, bordering roads and nearby drives. | d) Traffic Impact Study. |
| b) Proposed access design. | e) Sight Distance Study. |
| c) Traffic control plan. | f) Other information as required by the County Engineer |

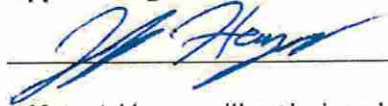
If this access permit is granted, the applicant agrees to the following conditions (not applicable for preliminary access approval requests):

- i. *Traffic shall be maintained at all times, unless permission is granted by the County Engineer to close the road.*
- ii. *Disturbance to all pavement and shoulders/berms will be kept to minimum. Tracked equipment will not be permitted on the roadway. When any pavement or shoulders/berms is damaged either by construction, construction equipment or by excessive weight, Permittee shall make complete restoration as directed by the County Engineer.*
- iii. *Lights, signs, barricades, and if necessary steel plates, flagmen or watchmen will be placed on the project site for protection of traffic at all times, day and night. The Permittee shall fully comply with the maintenance of traffic recommendations and as directed by the County Engineer's Office.*
- iv. *Permittee shall assume the responsibility for and will hold the County harmless from any and all claims for personal injuries and/or property damages, and shall defend any action that might be brought due to the applicants' activities on this project and/or under this permit.*

If an access permit is issued to you it will state the terms and conditions for its use. The permit status may be reevaluated for any changes in the use of the permitted access not consistent with the terms and conditions listed on the permit.

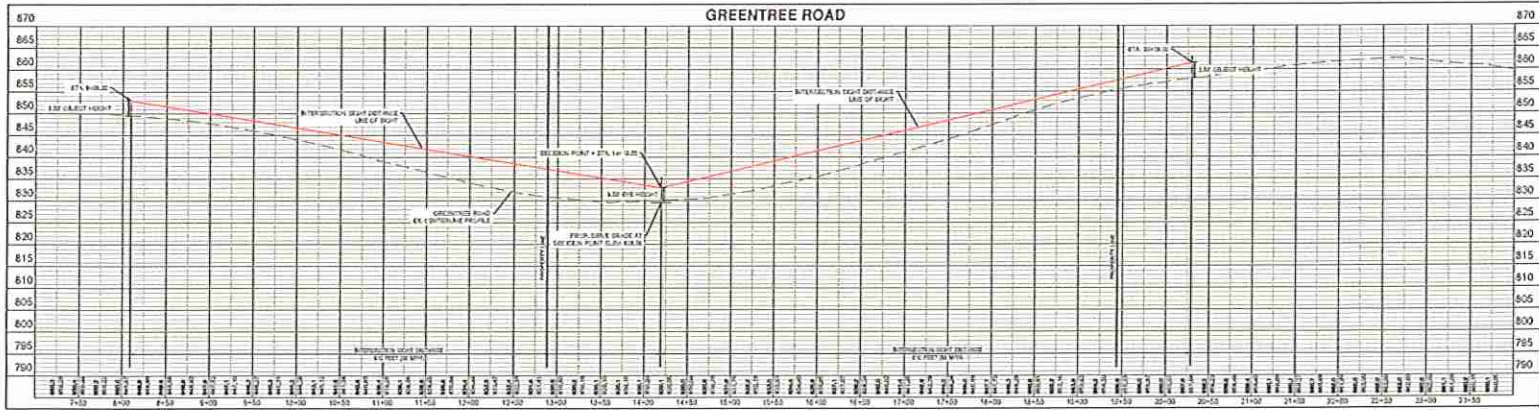
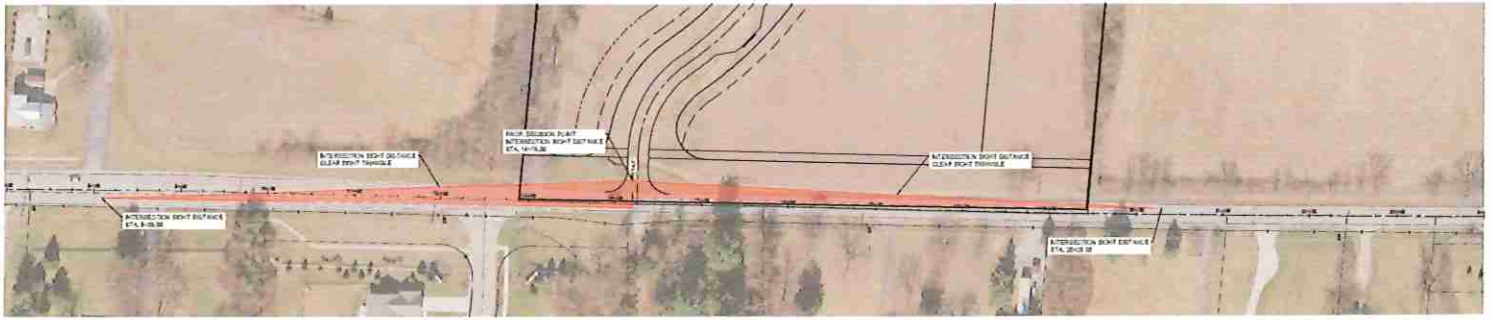
The applicant declares that all information provided on this form and the submitted attachments, which are made part of the application, are accurate and complete to the best of their knowledge.

Applicant signature:

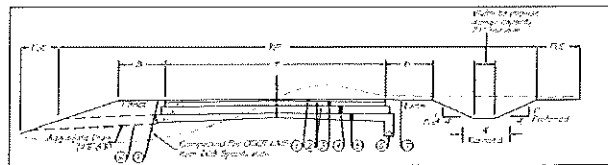
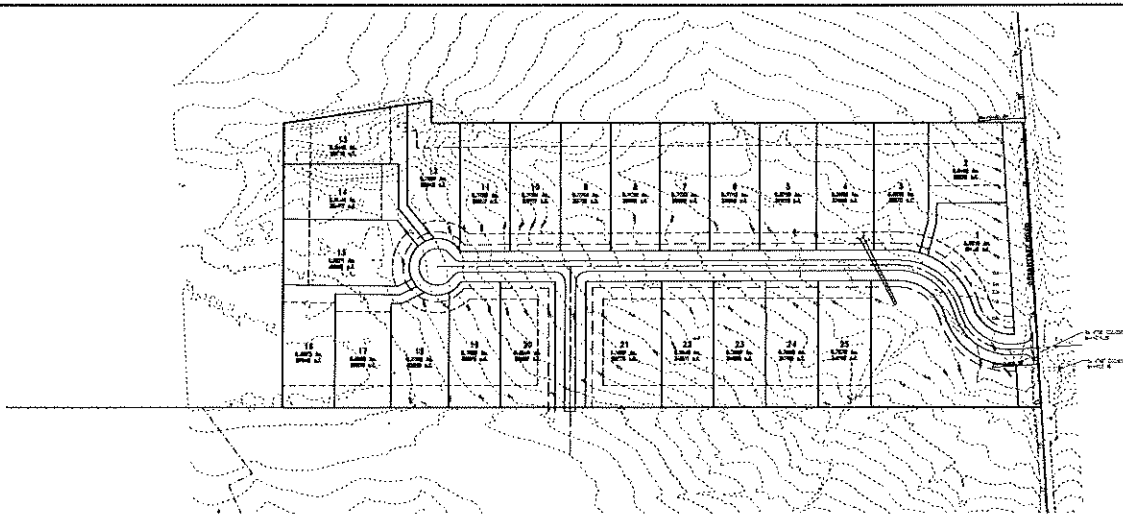


Date:

2-15-24



Project No. 20-0001
 Date: 10/20/2020
 Drawing No. 20-0001-01-01
 Scale: 1" = 40' (Plan)
 1" = 10' (Profile)
 Author: J. [Name]
 Designer: J. [Name]
 Checker: J. [Name]
 Engineer: J. [Name]



STREET CLASSIFICATION	SLIP	F	B	FLC
LOCAL STREET	2.5"	2.5"	5"	12" max
CURB & GUTTER	2.5"	5"	5"	12" max

LOCAL STREET TYPICAL SECTION WITHOUT CURB & GUTTER

4730 GREENTREE ROAD

PRELIMINARY COMPLETE PLAN

**boyer
becker**

INCORPORATED

1000 WEST 10TH AVENUE
DENVER, CO 80202

TEL: 303.733.8800
WWW.BOYERBECKER.COM

PL

BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO

Resolution

Number 24-0430

Adopted Date March 26, 2024

SETTING ADMINISTRATIVE HEARING TO CONSIDER VARIANCE AND APPEAL OF
CONDITIONS REQUIRED FOR AN ACCESS PERMIT FOR LONGMEADOW
DEVELOPMENT LLC

BE IT RESOLVED, to set the administrative hearing required to consider a Request for Variance and Appeal of Conditions Required for an Access Permit filed by Longmeadow Development LLC, owner or record, for access to Greentree Road for Parcel #0825100004 in Turtlecreek Township; said public hearing to be held April 23, 2024, at 9:00 a.m. in the County Commissioners' Meeting Room, 406 Justice Drive, Lebanon, Ohio 45036.

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Grossmann. Upon call of the roll, the following vote resulted:

Mr. Young – absent
Mr. Grossmann – yea
Mrs. Jones – yea

Resolution adopted this 26th day of March 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Engineer (file)
Public Hearing file
Applicant – Longmeadow Development LLC
Jeff Hayes (agent)
Turtlecreek Township Trustees
Bruce McGary



WARREN COUNTY ENGINEER'S OFFICE

210 W. Main Street, Lebanon, Ohio 45036

Ph: (513) 695-3301

Fax (513)-695-7714

RECEIVED

2024 MAR 21 PM 3:39

**REQUEST FOR VARIANCE AND APPEAL OF CONDITIONS
REQUIRED FOR AN ACCESS PERMIT***

*In accordance with Section 600 of the Access Management Regulations for Warren County

Owner (Applicant):

Name: LONGMEADOW DEVELOPMENT, LLC

Street Address, City 1768 HAPPY VALLEY DRIVE, FAIRFIELD

State, Zip OHIO, 45014

Phone # 513-846-9311

Fax _____

Agent for the Applicant (if applicable):

Name: JEFF HAYES

Street Address, City 1768 HAPPY VALLEY DRIVE, FAIRFIELD

State, Zip OHIO, 45014

Phone # 513-846-9311

Fax _____

1) Date of the County Engineer's Decision 03/07/2024

2) Address or Parcel ID# of property 0825100004

3) Please attach a copy of the survey plat prepared for the application.

4) Application Fee for the appeal: \$85.00 payable to the Warren County Board of Commissioners.

5) Requesting Variance of the Access Management Regulations Section(s): 401.8 Table 1 - Intersection Spacing

6) Basis for the request (include any mitigating circumstances or hardships created by the required conditions):

-The location of the access for the proposed development was established at the direction of the Warren County Engineer's Office at the optimum location to provide safe sight distance along Greentree Road.

-The proposed subdivision currently only has access to the public right-of-way on Greentree Road, along the site frontage.

Applicant/Agent Signature:

Date:

3-14-24



WARREN COUNTY ENGINEER'S OFFICE

105 Markey Road, Lebanon, Ohio 45036

Main Ph: (513) 695-3301

Fax (513)-695-3323

CIN. (513) 925-3301

DAY. (937) 425-3301

RECEIVED
2024 MAR 21 PM 3:39
WARREN COUNTY ENGINEER'S OFFICE

ACCESS PERMIT

(PLEASE PRINT)

Access Permit # _____ (attach application)

Effective Date: Permit Request Denied 03/07/2024

The permit under the conditions stated in the application or stated below (with the condition stated below superceding the application) is hereby:

Granted Denied

Site Description: This is a proposed 25 +/- lot subdivision development (final total number of lots to be determined) located in Turtlecreek Township with frontage along Greentree Road adjacent-east to the 198-lot Greentree Meadows Subdivision that is just recently started construction. The Applicant proposes to locate their subdivision entrance connection opposite and 175-Lin. Ft. (+/-) east of Meadow View Lane (29-lots). If approved, the County Engineer's Office anticipates that this Applicant's development will connect to the Greentree Meadows subdivision if not another future development located to the north and east of the Applicant's property.

Greentree Road is classified in the Warren County Thoroughfare Plan as a Major Collector Distributor. Legal Speed Limit = 55 mph.

Justification for denial of Applicant's Access/Driveway Culvert Permit Application signed and dated February 15, 2024 and received February 22, 2024: 1) Applicant's proposed subdivision entrance spacing from existing Meadow View Lane is between 150- Lin. Ft. and 175-Lin. Ft., measured from the nearest edge of pavement to nearest edge of pavement, being less than the 750-Lin. Ft. spacing required for a Major Collector Distributor as provided in Table 1 of the Warren County Access Management Regulations.

WARREN COUNTY ENGINEER'S OFFICE
NEIL F. TUNISON, P.E., P.S., COUNTY ENGINEER

By: Neil F. Tunison, P.E., P.S.
County Engineer *dan*

3/7/2024
Date

Entered into GIS _____ initials _____ date

BAYER & BECKER, INC. 08-23
**CIVIL ENGINEERS, LANDSCAPE ARCHITECTS &
& SURVEYORS MASON ACCOUNT**
6900 TYLERSVILLE ROAD, STE A
MASON, OH 45040

120
55-91/422

3/20/2024

Date

CHECK IMAGE

Pay to the Order of Warren Co. Bd. of Commissioners | \$ 85.00

Eighty Five and 00/100 Dollars

Photo Safe Deposit Details on back

FIRST

first financial bank

For 23-0174 Access Permit

[Signature]

MP

⑆042200910⑆ 5315265552⑆ 00120

Hydralink



bayerbecker.com
513.336.6600

mason | cincinnati | oxford | fort mitchell | indianapolis

March 20, 2024

Commissioner Tom Grossmann
Commissioner Shannon Jones
Commissioner David Young
Warren County Commissioner's Office
Warren County Administration Bldg.
406 Justice Drive
Lebanon, Ohio 45036

2024 MAR 21 PM 3:39

WARREN COUNTY
COMMISSIONERS

Re: **Access Management Appeal**
4730 Greentree N Road, Turtlecreek Township

Dear Commissioners:

On February 22, 2024, Longmeadow Development; LLC submitted an Access Permit Application to the Warren County Engineer's Office requesting an entrance for a 25-home single family residential subdivision on the north side of Greentree Road. The entrance to the subdivision is proposed to be located approximately 175 feet east of Meadow View Lane and approximately 1,805 feet west of Greentree Meadows Drive. This location was determined through sight distance analysis and at the direction of the Warren County Engineer's Office.

On March 7, 2024, the Warren County Engineer's office denied the access request. As outlined in Section 600 of the Access Management Regulations, Warren County, Ohio, Longmeadow Development; LLC is requesting an appeal of this decision. Enclosed please find a check in the amount of \$85.00 made payable to the "Warren County Board of Commissioners" for the previously submitted Request for Variance and Appeal of Conditions form.

Sincerely,

John A. Bayer, P.E.

Enclosures

cc: Longmeadow Development; LLC
David Mick, Warren County Engineer's Office



bayerbecker.com
513.336.6600

mason | cincinnati | oxford | fort mitchell | indianapolis

March 20, 2024

2024 MAR 21 PM 3:39

Commissioner Tom Grossmann
Commissioner Shannon Jones
Commissioner David Young
Warren County Commissioner's Office
Warren County Administration Bldg.
406 Justice Drive
Lebanon, Ohio 45036

Re: **Access Management Appeal**
4730 Greentree N Road, Turtlecreek Township

Dear Commissioners:

On February 22, 2024, Longmeadow Development; LLC submitted an Access Permit Application to the Warren County Engineer's Office requesting an entrance for a 25-home single family residential subdivision on the north side of Greentree Road. The entrance to the subdivision is proposed to be located approximately 175 feet east of Meadow View Lane and approximately 1,805 feet west of Greentree Meadows Drive. This location was determined through sight distance analysis and at the direction of the Warren County Engineer's Office.

On March 7, 2024, the Warren County Engineer's office denied the access request. A copy of the original application and denial are enclosed. As outlined in Section 600 of the Access Management Regulations, Warren County, Ohio, Longmeadow Development; LLC is requesting an appeal of this decision. Enclosed please find their executed Request for Variance and Appeal of Conditions form and a check in the amount of \$85.00 made payable to the "Warren County Board of Commissioners".

The location of the proposed access point was determined based upon the availability of adequate intersection sight distance for vehicles wishing to enter and exit the proposed development. The profile of Greentree Road along the frontage of the proposed subdivision is considered rolling. Adequate intersection sight distance for the proposed development's access can only be achieved at the proposed access location along the development's frontage.

Per Table 1 of the *Access Management Regulations, Warren County, Ohio*, the minimum spacing between 2 intersections on a Major Collector Distributor is 750 ft. Shifting the subdivision entrance to the eastern-most boundary would create an intersection spacing of approximately 650 ft from Meadow View Lane. Similarly to the proposed design, this alternative would also not meet the minimum intersection spacing requirement but would also greatly reduce intersection sight distance, thus creating an unsafe condition for the motoring public.

Longmeadow Development; LLC acknowledges that they do not meet the spacing requirements outlined in Section 401.8 of the *Access Management Regulations, Warren County, Ohio*. However, based upon the availability of adequate intersection sight distance and coordination with the Warren County Engineer's Office, the location of the proposed access point provides the safest access for the motoring public.

We look forward to discussing this matter with you further at our Access Management Appeals hearing. Should you need any additional information, please do not hesitate to contact us.

Sincerely,



John A. Bayer, P.E.

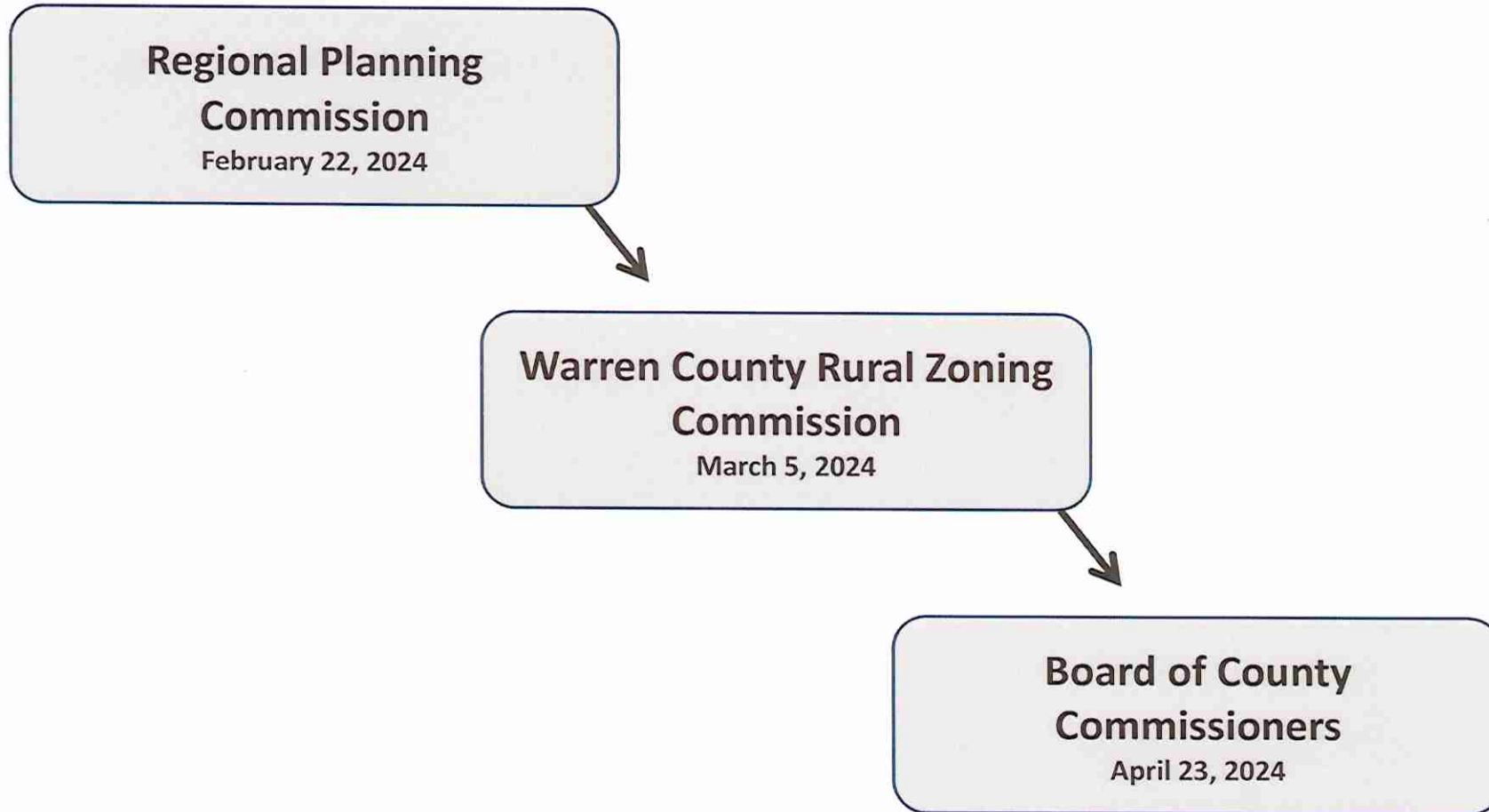
Enclosures

cc: Longmeadow Development; LLC
David Mick, Warren County Engineer's Office

PP EXHIBIT #1

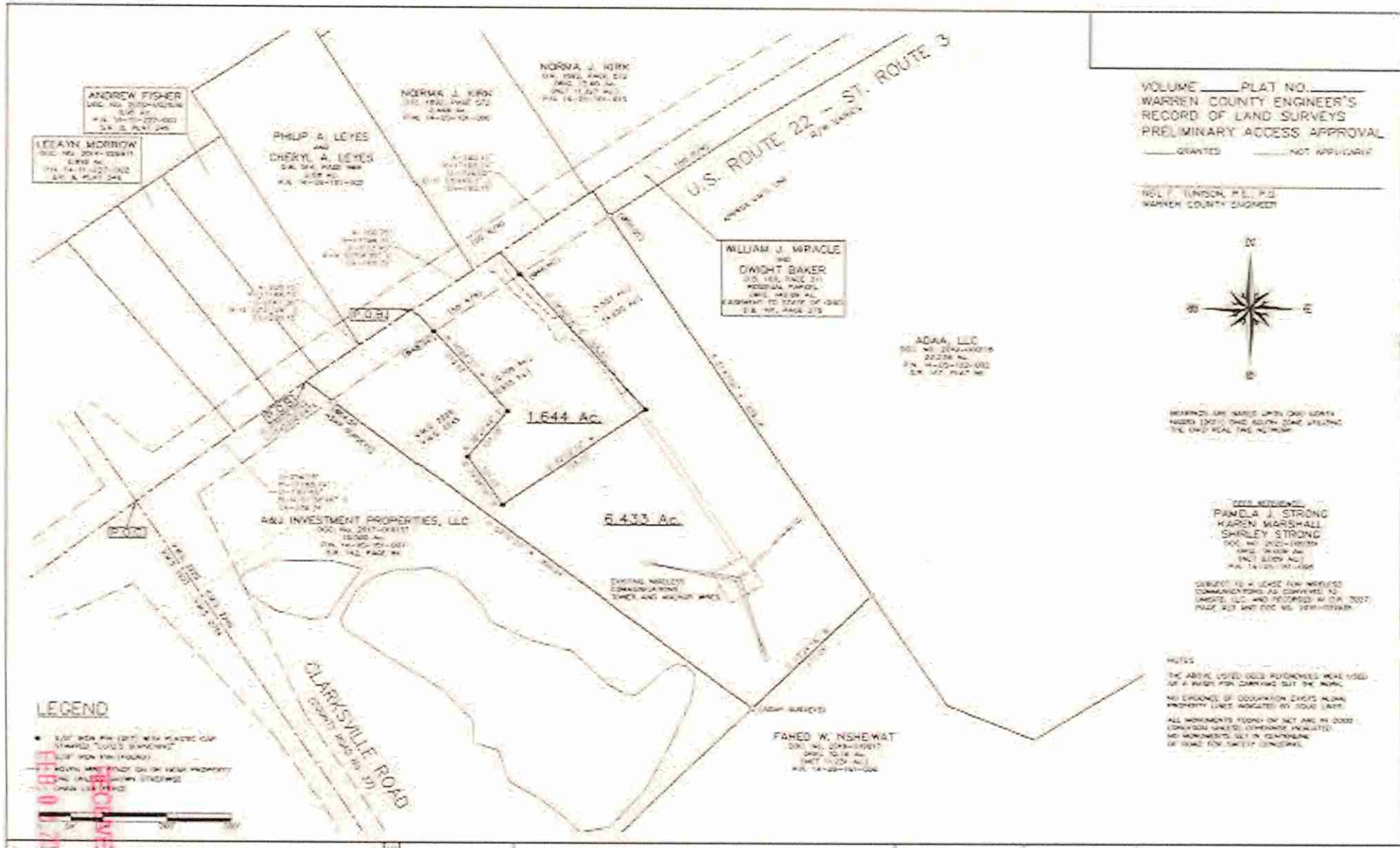
CASE #	2024-01	
APPLICANT/OWNER/AGENT	Strong/ Marshall/ Jasinski	
TOWNSHIP	Washington	
PROPERTY LOCATION	ADDRESS	10801 Route 22/3 Clarksville, Ohio 45113
	PIN	14-05-151-008
PROPERTY SIZE	8.009 Acres	
Frontage	895.90 Feet	
CURRENT ZONING DISTRICT	B1 Neighborhood Commercial Businesses Zone	
FUTURE LAND USE MAP (FLUM) DESIGNATION	Parks and Recreational Open Space	
EXISTING LAND USE	Single Family Residential	
ZONING REQUESTED	R1A Single Family Residential (3-acre density)	
ISSUE FOR CONSIDERATION	To rezone the property from a "B1" Neighborhood Commercial Businesses Zone to "R1A" Single Family Residential (3-acre density) for the property to be split for residences for family members.	

Rezoning Process



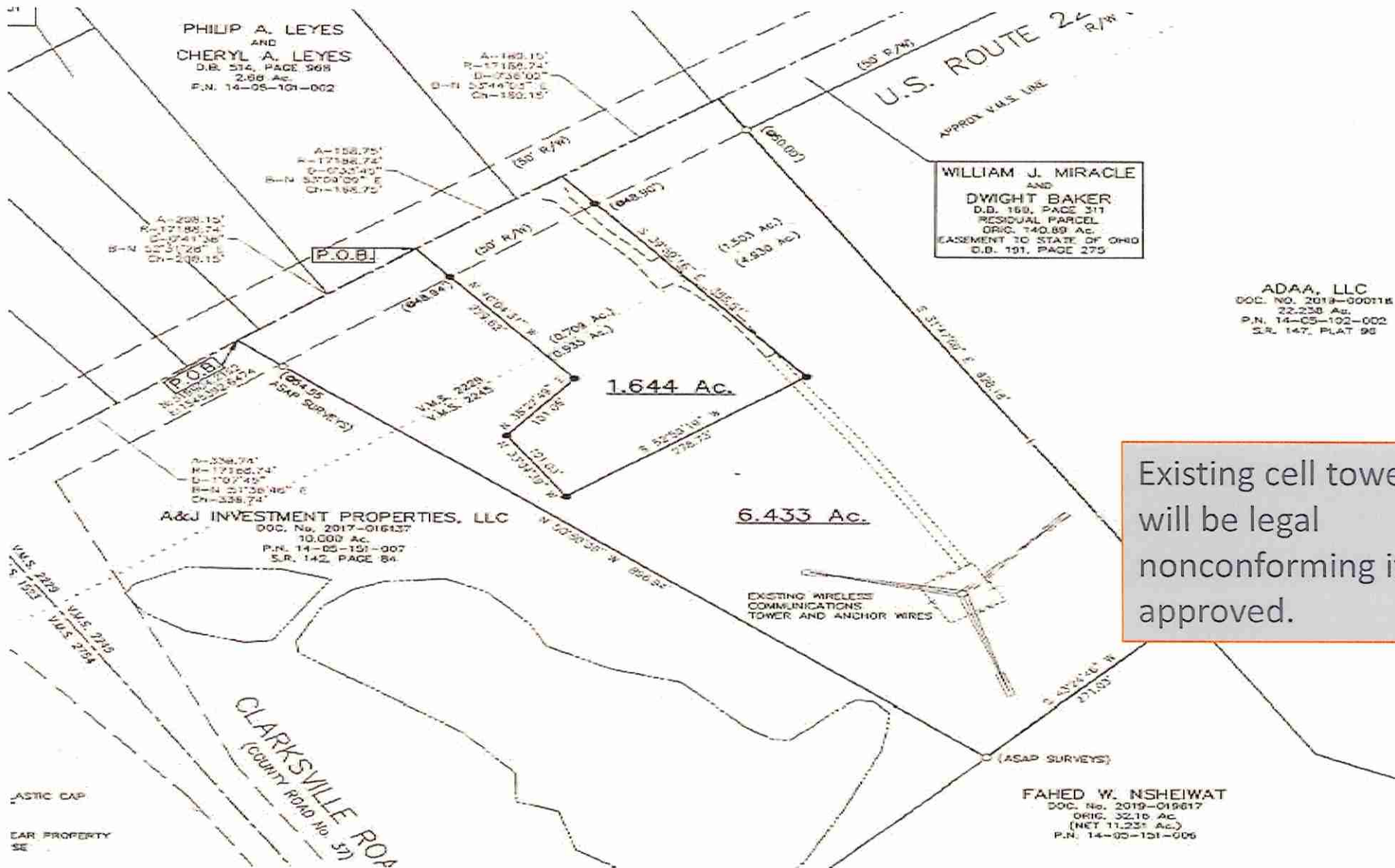
Provided Site Plan

2024-01



Enlarged Site Plan

2024-01



Existing cell tower will be legal nonconforming if approved.

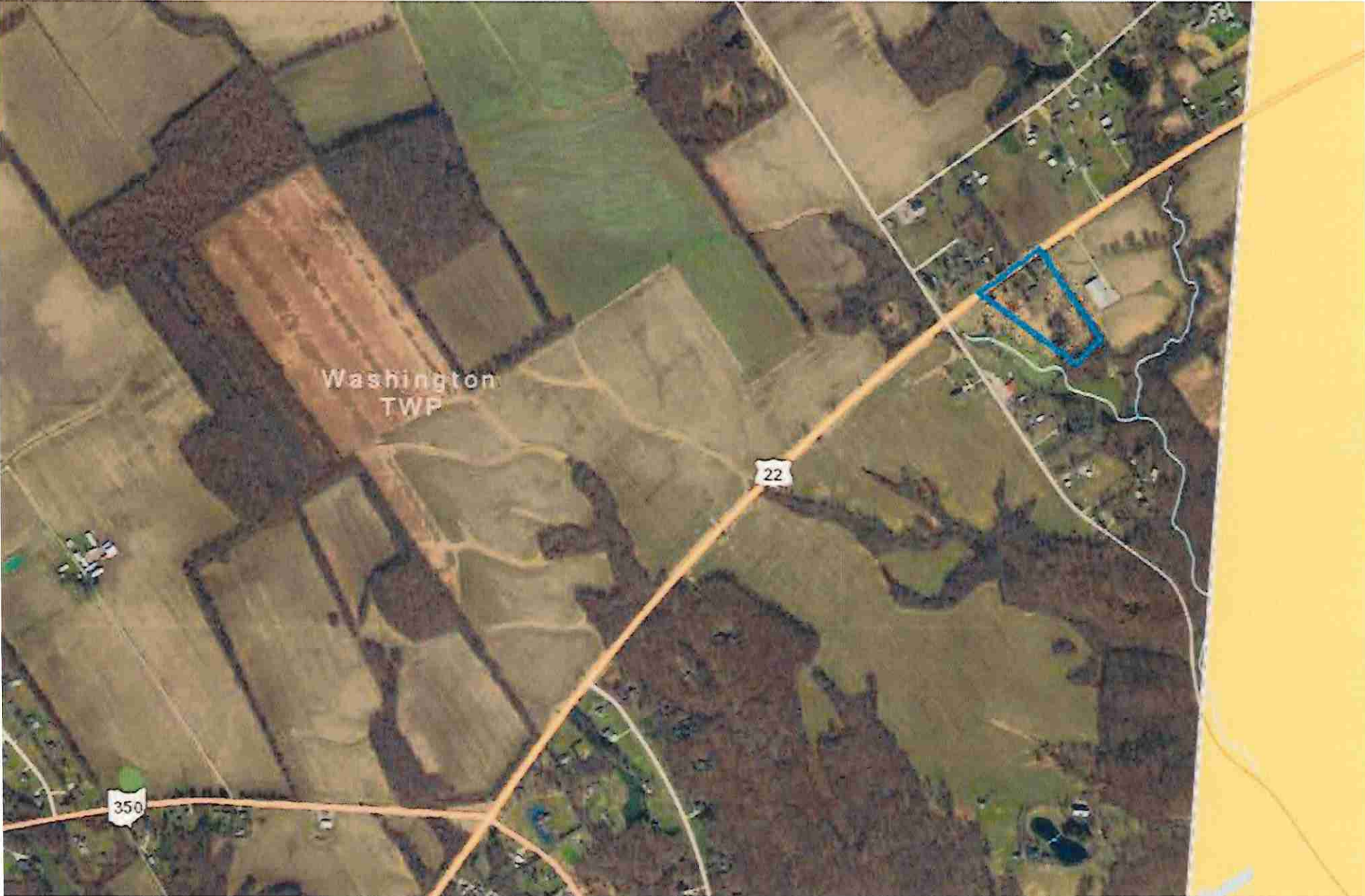
Notification Map

2024-01



Aerial Map

2024-01



Zoning & Flood Map

2024-01



FLUM



Legend

Future Land Uses

- Agricultural-Rural Residential
- Commercial
- Industrial
- Mixed-Use Neighborhood
- Multi-Family Residential
- Office
- Protection Area
- Public-Semi-Public

Parks and Recreational-Open Space

Single Family Residential

Deerfield Township Character Areas

- Low Density Rural Neighborhoods
- Med Density Rural Neighborhoods
- Neighborhood MU
- Neighborhoods
- Office Park
- Regional Highway Commercial

Town Center MU

Clearcreek Township Additional Uses

Township Residential

Hamilton Township Additional Uses

Rural Residential

Salem Township Additional Uses

- Mixed Use
- Mixed Use Light Ind/Office

Union Township Additional Uses

Low Density Residential

Wayne Township Additional Uses

- Mixed Use Commercial/Industrial
- Mixed Use Residential

RPC Executive Committee Vote

This letter is in regard to the proposed rezoning for Pamela Strong, Karen Marshall, and Keith Jasinski property (Parcel Number 14-05-151-008), from "B-1 (Neighborhood Community Commercial)" to "RU (Rural Residential)", in Washington Township.

At its meeting on February 22, 2024, the Warren County Regional Planning Commission Executive Committee voted to recommend denial of the rezoning request due to the RU zoning district not allowing the intent of future subdivision. However, if the application is amended to R1A, instead of RU, the Executive Committee recommends approval to the Warren County Rural Zoning Commission with a vote of 13 aye, 0 nay, 2 abstain.

Washington Township

The Trustees have no problem with this rezoning.

Thanks,
Sharon

Rural Zoning Commission

Mr. Jaeger made a motion to recommend approval as submitted to the BOCC, Warren County Commissioners, for the map amendment of parcel #'s 14-05-151-008-0 from B1 (Neighborhood Commercial Businesses Zone) to R1A (Single Family Residential 3-acre density). For clarification, Mr. Jaeger stated he based his decision on item "D" of the Review Criteria.

Mr. Jenkins seconded the motion.

Ginger Haddix	Yes
Dan Jenkins	Yes
Jeremy Magrum	Yes
Rex Jaeger	Yes

ANY
QUESTIONS?



1.304.5 Decision-Making Determination Considerations: The approving authority shall review the proposed Zoning Amendment in the interest of public health and safety, as well as the public convenience, comfort, prosperity, or general welfare, as applicable, by considering the following factors:

- (A) Is the proposed amendment consistent with the purposes and intent of this Zoning Code?
- (B) Does the proposed amendment deviate from the suggestions of the Warren County Comprehensive Plan?
- (C) Is the proposed amendment justified because of changed or changing conditions of the surrounding area since the time the current zoning designation for the property was established, and has assumptions on, capital investments, road locations, population trends, land committed to development, density, use, or other elements changed to justify the amendment?
- (D) Is the proposed zoning compatible with the present zoning, nearby uses, and the character of the surrounding area?
- (E) Is the site suitable for the uses to which it has been restricted, or does the current zoning deprive the site of all economically viable uses?
- (F) How long has the property remained vacant as zoned and is it zoned different from an adjacent properties?
- (G) Are there available sites elsewhere in the County that are already zoned for the proposed use?
- (H) Are public central sanitary sewer, stormwater facilities, roads and other public facilities available and do they have adequate capacity to serve allowable uses?
- (I) Will approval of this amendment result in existing land uses, parcels, or structures becoming non-conforming or somehow result in conflict with any provision, restriction, or requirement of this code?

**BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO**

Resolution

Number 24-0460

Adopted Date April 02, 2024

SETTING A PUBLIC HEARING FOR REZONING APPLICATION OF PAMELA STRONG, KAREN MARSHALL, AND KEITH JASINSKI (CASE #2024-01) TO REZONE APPROXIMATELY 8.09 ACRES FROM NEIGHBORHOOD COMMERCIAL BUSINESS ZONE "B1" TO SINGLE FAMILY RESIDENTIAL (3- ACRED DENSITY) "R1A" IN WASHINGTON TOWNSHIP

BE IT RESOLVED, to set a public hearing for the rezoning application of Pamela Strong, Karen Marshall, and Keith Jasinski owners of record (Case #2024-01), to rezone approximately 8.09 acres from Neighborhood Commercial Business Zone "B1" to Single Family Residential (3-acre density) "R1A" in Washington Township; said public hearing to be held April 23, 2024, at 9:20 a.m. in the County Commissioners Meeting Room; and

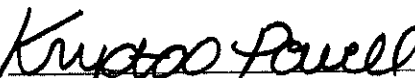
BE IT FURTHER RESOLVED, to advertise notice thereof in a newspaper of general circulation, at least ten (10) days prior to hearing.

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Grossmann. Upon call of the roll, the following vote resulted:

Mr. Young – yea
Mr. Grossmann – yea
Mrs. Jones – yea

Resolution adopted this 2nd day of April 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

/kp

cc:

RPC
RZC
Rezoning file
Applicant
Township Trustees

Warren County Zoning Department
408 Justice Drive, Room 170 Lebanon, Ohio 45036

Application # 1001-2024
(Eff. 09/24/2020)

wezoning@co.warren.oh.us

Application for Zoning Map Amendment Non-Commercial Commercial PUD

1) Owner (s)/Lessee(s) Name(s): STRONG PAMELA, MARSHALL KAREN and JASINSKI KEITH
Phone: 5133779616 E-mail: pstrong79@gmail.com
Address: 4609 St Rt 22/3 West PO Box 829 Wilmington, OH 45177

2) Property location / Address: U.S. Route 22- ST. Route 3
Parcel ID # 14 05 151 008 0 Township: Washington

3) Current Use Residential Proposed Use Residential

4) Request Zoning to change to: R1A from: B1

5) Property Description: Total Acreage: 8.09 Public Road Frontage (feet): 557.05

6) Are there any Variances to the Zoning Regulations being requested? Yes: No:

7) Abbreviated Application Requirements (See Section 1.304.2):

- Applicant must meet with the Zoning Inspector and Staff Planner before submitting application
- Legal description / Deed (obtain in Recorder's Office 408 Justice Drive, Rm. 237, or log onto <https://www.warrencountyrecorder.com>)
- Applicant must be present at the Public Hearing.
- 4 identical aerial maps and 1 digital copy showing the area to be amended
- Statement of how the proposed Rezoning relates to the Warren County Comprehensive Plan.
- Location of natural features (i.e. ponds, water ways, wetlands, trees six-inch diameter or larger, etc.) shown on plot plan

- 8) Application requires compliance with the following in order for the Application to be complete:
- * Applicant must complete the attached Temporary License/Right of Entry (Page 3).
 - * If Applicant is a corporation, Limited Liability Company or organized otherwise, corporate capacity must be stated.

Owner(s)/Lessee(s) Name(s): Pamela Strong · KAREN MARSHALL KEITH JASINSKI

Owner(s)/Lessee(s) Signature(s): Keith L. Jasinski Date: 2-20-24

DocuSigned by:
Pamela J. Strong 2/23/2024

DocuSigned by:
Karen Marshall 2/26/2024

I/We do hereby acknowledge that I/We have reviewed the attached Application completed and signed by the Applicant and do hereby authorize Pamela Strong KAREN MARSHALL KEITH JASINSKI as Applicant to file and proceed with this Application for a zoning map amendment concerning My/Our property listed above.

RECEIVED

FEB 27 2024

ZONING INSPECTION

Warren County Zoning Department
406 Justice Drive, Room 170 Lebanon, Ohio 45036

Application # 1001-2024
(Eff. 09/24/2020)

wczoning@co.warren.oh.us

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Parcel Id # 14 05 151 008 0 Township: Washington

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Owner(s)/Lessee(s) Name(s): Pamela Strong KAREN MARSHALL KEITH JASINSKI

Owner(s)/Lessee(s) Signature(s): Keith L. Jasinski Date: 2-20-24

I/We do hereby acknowledge that I/We have reviewed the attached Application completed and signed by the Applicant, and do hereby authorize Pamela Strong KAREN MARSHALL KEITH JASINSKI as Applicant to file and proceed with this Application for a zoning map amendment concerning My/Our property listed above.

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FEB 27 2024

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Warren County Zoning Department
406 Justice Drive, Room 170 Lebanon, Ohio 45036

Application # 2024-01
(Eff. 09/24/2020)

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Address: 4609 St Rt 22/3 West PO Box 829 Wilmington, OH 45177

2) Property location / Address: U.S. Route 22- ST. Route 3
Parcel Id # 14 05 151 008 0 Township: Washington

3) Current Use Residential Proposed Use Residential

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5) Property Description: Total Acreage: 8.09 Public Road Frontage (feet): 557.05

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Owner(s)/Lessee(s) Name(s): Pamela Strong
Owner(s)/Lessee(s) Signature(s): Pamela J. Strong Date: 1/5/2024

I/We do hereby acknowledge that I/We have reviewed the attached Application completed and signed by the Applicant, and do hereby authorize Pamela Strong as Applicant to file and proceed with this Application for a zoning map amendment concerning My/Our property listed above.

RECEIVED

FEB 02 2024

ZONING INSPECTION

March 5, 24 @ 6:30 pm

Book 7 – Page 996

March 5, 2024

Applicants: Rural Zoning Commission
Case # 2024-01 Strong, Marshall, & Jasinski
Parcel # 14-05-151-008-0 located at 10801 Route 22/3,
Washington Township
Map Amendment requesting a map amendment from B1
(Neighborhood Commercial Businesses Zone) to R1A (Single Family
Residential 3-acre density)

Acting RZC Chairman, Jeremy Magrum, called the hearing to order. Jackie Hankins, Zoning Department Administrative Assistant and RZC secretary called the roll and the following RZC members indicated they were present: Ginger Haddix, Dan Jenkins, Jeremy Magrum, and Rex Jaeger. Staff members were also present, including Michelle Tegtmeier, Director of Building and Zoning, Ray Dratt, Zoning Inspector; Duncan McDonel, with the Regional Planning Commission.

Ms. Tegtmeier spoke giving the details of the rezoning application.

Duncan McDonnel with Warren County Regional Planning Commission (RPC) explained the recommendation from RPC being a denial to the RZC Board at this point, but since the applicants resubmitted an application with it stating R1A instead of RU, then the Executive Board would have recommend approval.

Pamlea Strong, 10801 Route 22 & 3 Wilmington, Ohio; She testified she had inherited the property from her aunt's passing and now her niece wants to purchase a piece of the land that already has a home on it.

Michelle Grove with the attorney's office that is helping with completing the land split. She stated she has been the one working on this project and would be able to answer any questions.

Mr. Magrum asked if there was an existing property on the site, even though it's zoned as parks and recreation in the future use. Ms. Tegtmeier replied yes, also this property is zoned as B2, which is commercial. So, when someone tries to get a loan for the existing house that's been there for the last 30 years or so, the bank will not grant the loan for it because it's commercial property.

Mr. Magrum opened the floor for any proponents of the map amendment that would like to speak. There were none.

Mr. Magrum opened the floor for any opponents of the map amendment that would like to speak. There were none.

Mr. Magrum asked the board if they had any questions. There were none.

Mr. Magrum asked if the applicant wanted to comment.

Mr. Jaeger moved to close the public hearing and to start the deliberations among the RZC board. Mr. Jenkins seconded the motion. Upon call of the roll, the motion carried unanimously.

The public portion of the hearing was now closed.

Mr. Jaeger made a motion to recommend approval as submitted to the BOCC, Warren County Commissioners, for the map amendment of parcel #'s 14-05-151-008-0 from B1 (Neighborhood Commercial Businesses Zone) to R1A (Single Family Residential 3-acre density). For clarification, Mr. Jaeger stated he based his decision on item "D" of the Review Criteria.

Mr. Jenkins seconded the motion.

Ginger Haddix	Yes
Dan Jenkins	Yes
Jeremy Magrum	Yes
Rex Jaeger	Yes

Upon call of the roll, the motion carried.

Ms. Haddix motioned to adjourn at 6:44 pm. Mr. Jaeger seconded the motion.

Upon roll call, the motion carried.

Respectfully submitted,

Jackie Hankins,
Secretary

Approved:

Jeremy Magrum
Acting Chairman