

ORDINANCE NO. 2018-15

AN ORDINANCE AUTHORIZING THE EXECUTION OF A  
MIXED-USE COMMUNITY REINVESTMENT AREA  
AGREEMENT AND DECLARING AN EMERGENCY.

**WHEREAS**, this Council of the Village of South Lebanon, Ohio (the “Village”), desires to pursue all reasonable and legitimate incentive measures to assist and encourage development in the Village, which has suffered from a lack reinvestment from remodeling or new construction; and

**WHEREAS**, pursuant to Section 3735.66 of the Ohio Revised Code, this Council of the Village adopted Ordinance No. 2018-9 creating a new Mixed-Use Community Reinvestment Area (the “Mixed-Use CRA”), the boundaries of which are forth in Exhibit B attached hereto and incorporated herein; and

**WHEREAS**, the maintenance of existing and construction of new structures in the Mixed-Use CRA would serve to encourage economic stability, maintain real property values, and generate new employment opportunities in the Village; and

**WHEREAS**, the remodeling of existing structures or the construction of new structures in the Mixed-Use CRA constitutes a public purpose for which real property exemptions may be granted;

**WHEREAS**, Peters Cartridge Factory, LLC, an Ohio limited liability company (the “Developer”) and the owner of certain real property within the Mixed-Use CRA (the “Project Site”) has proposed that the Village enter into a Mixed-Use Community Reinvestment Area agreement with the Developer (the "Mixed-Use CRA Agreement"), whereby the Village would agree, among other things, to maintain the Mixed-Use CRA, as well as to authorize certain real property tax exemptions on commercial improvements made by the Developer to the Project Site

(the "Project"), and the Developer would agree, among other things, to construct the Project on the Project Site, all as described in the Mixed-Use CRA Agreement;

**NOW, THEREFORE, BE IT ORDAINED BY COUNCIL OF THE VILLAGE OF SOUTH LEBANON, WARREN COUNTY, OHIO, TWO-THIRDS OF THE MEMBERS ELECTED THERETO CONCURRING::**

SECTION 1. The Mixed-Use CRA Agreement in the form attached hereto as Exhibit A is hereby approved, subject to such changes, insertions or omissions as may be approved by the Mayor, such approval to be conclusively evidenced by his execution of said document, in order to effectuate the purposes of this Ordinance; and the Mayor is hereby authorized to execute and acknowledge the same for and on behalf of the Village. Said document is hereby ordered to be filed in the office of the Fiscal Officer, labeled Exhibit A, and said document is ordered to be recorded with this Ordinance in the official records of the Village.

SECTION 2. That this Council hereby finds and determines that all formal actions of Council concerning and relating to the adoption of this Ordinance were taken in an open meeting of this Council; and that all deliberations of this Council, and of any of its committees that resulted in such formal actions, were taken in meetings open to the public, in compliance with all legal requirements including, without implied limitation, Section 121.22 of the Ohio Revised Code.

SECTION 3. That the Fiscal Officer is hereby directed to file a certified copy of this Ordinance with the County Auditor of the County of Warren, Ohio.

SECTION 4. That this Ordinance is hereby declared to be an emergency measure and shall take effect immediately upon its adoption for the immediate preservation of the public peace, health, safety and welfare of the inhabitants of the Village and for the further reason that

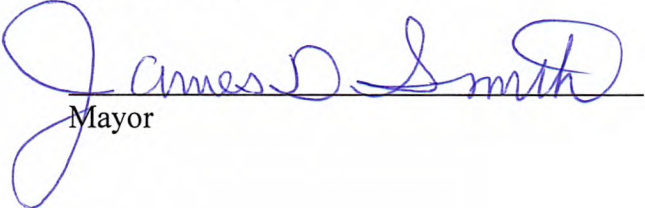
the Developer must proceed with the construction of the Project at the earliest possible date in order to provide new commercial structures in the Village in order to promote economic stability and maintain real property values in the Village.

SECTION 5. That the Fiscal Officer is hereby directed to cause a summary of this Ordinance to be published.

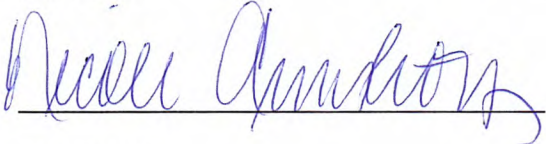
SECTION 6. That this Ordinance shall take effect and be in full force when passed and approved according to law.

ADOPTED: September 20, 2018

APPROVED:

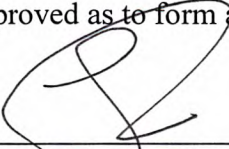
  
\_\_\_\_\_  
Mayor

ATTEST:

  
\_\_\_\_\_

Fiscal Officer

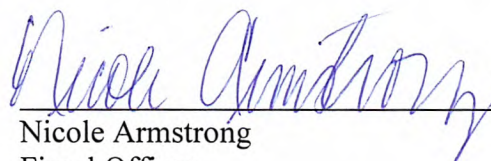
Approved as to form and correctness:

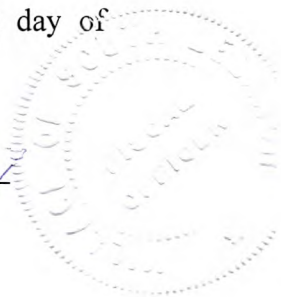
  
\_\_\_\_\_  
VILLAGE SOLICITOR

CERTIFICATE

The undersigned Fiscal Officer of the Village of South Lebanon, Ohio, hereby certifies that the foregoing is a true copy of Ordinance No. 2018-15, duly adopted by the Council of the Village on September 20, 2018.

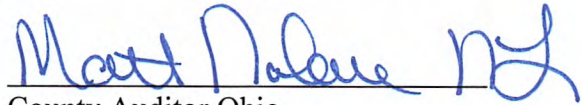
IN TESTIMONY WHEREOF, witness my hand and official seal this 20th day of September, 2018.

  
\_\_\_\_\_  
Nicole Armstrong  
Fiscal Officer



RECEIPT

The undersigned County Auditor of the County of Warren, Ohio, hereby acknowledges that there was filed with him on this 25 day of September 2018, by the Fiscal Officer of the Village of South Lebanon, Ohio (the "Village"), a certified copy of Ordinance No. 2018-15 of the Village.

A handwritten signature in blue ink, appearing to read "Matt Nalae" followed by a stylized monogram or initials.

County Auditor Ohio  
County of Warren

539083

EXHIBIT A

MIXED-USE CRA AGREEMENT

## COMMUNITY REINVESTMENT AREA AGREEMENT

THIS COMMUNITY REINVESTMENT AREA AGREEMENT (this “Agreement”) is made and entered into by and between the VILLAGE OF SOUTH LEBANON, OHIO (the “Village”), an Ohio municipal corporation, with its principal office located at 99 High Street, South Lebanon, Ohio 45065, and PETERS CARTRIDGE FACTORY, LLC, an Ohio limited liability company with its principal office located at 1527 Madison Road, Cincinnati, Ohio 45206 (the “Developer”), dated September [20], 2018.

WHEREAS, the Village, through the adoption of Ordinance No. 2018-9 on June 28, 2018 (the “CRA Ordinance”), designated the area within which the Project (hereinafter defined) will be located as a Mixed-Use Community Reinvestment Area (the “Mixed-Use CRA”) to encourage the development of real property in the Mixed-Use CRA, pursuant to Sections 3735.65 through 3735.70 of the Ohio Revised Code (the “Act”); and

WHEREAS, in accordance with the Act, the Director of the Ohio Development Service Agency (“ODSA”) has forwarded to the Village the Director’s determination, dated August 15, 2018, stating that the findings contained in the CRA Ordinance are valid and that the Mixed-Use CRA is a “community reinvestment area” under the Act; and

WHEREAS, the has acquired the real property set forth on Exhibit A attached hereto (collectively, the “Project Site”), which Project Site is within the boundaries of the Mixed-Use CRA; and

WHEREAS, the Developer has proposed to construct a mixed-use commercial retail and multi-family residential development on the Project Site, within the boundaries of the Village, as more fully described in Section 1 hereof (the “Project”), provided that the appropriate development incentives are available to support the economic viability of the Project; and

WHEREAS, the Act and the CRA Ordinance provide that the terms of any real property exemption on commercial or industrial real property must be set forth in a writing; thus, this Agreement applies only to the portion of the Project classified as commercial or industrial by the terms of the CRA Ordinance, as more particularly described on Exhibit B attached hereto (the “Commercial Property”); and

WHEREAS, the CRA Ordinance provides that for purposes of the Act, rental housing constructed or remodeled within the Mixed-Use CRA, including without limitation housing located in a structure containing multiple residential housing units, is classified as residential and, thus, the real property tax exemption granted pursuant to the terms of this Agreement shall not apply to the multi-family residential portion of the Project; and

WHEREAS, the Village, having appropriate authority under the Act for this type of project, agrees (as provided herein and subject to all conditions herein) to provide the Developer with the tax exemption incentives stated herein, available under the Act, for development of the Commercial Property; and

WHEREAS, the Developer has submitted a proposed application for this Agreement (which is attached hereto as Exhibit C) to the Village (the "Application") and remitted to the Village the required state application fee of \$750.00, which fee shall be forwarded to ODSA together with this Agreement upon execution hereof; and

WHEREAS, upon completion of construction of the Commercial Improvements (as defined herein) and issuance of an occupancy permit, the Housing Officer of the Village (the "Housing Officer") will verify the construction of the Commercial Improvements (as defined below) and the facts asserted in the Application and will determine if said construction meets the requirements for an exemption under the Act; and

WHEREAS, the Project Site, including the Commercial Property, is located in the Kings Local School District (the "School District") and the Warren County Joint Vocational School District (the "JVSD"), and the Boards of Education of each of the School District and the JVSD have been notified in accordance with Section 5709.83 of the Ohio Revised Code and been provided a copy of the Application; and

WHEREAS, Developer anticipates that the payroll from new employees (as defined in Section 5709.82(A)(1) of the Ohio Revised Code) in connection with the Commercial Improvements will not equal or exceed \$800,000; and

WHEREAS, in determining to authorize this Agreement, the Village Council of the Village has acted in material reliance on the Developer's representation in the Application and herein regarding the Commercial Improvements, including, but not limited to, the number of jobs to be created, the redevelopment of the Project Site, and the Project's effect in promoting the general welfare of the people of the Village by, for example, encouraging the development of real property located in the Mixed-Use CRA and thereby promoting economic growth and vitality in the Village; and

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained and the benefit to be derived by the parties from the execution hereof, the parties herein agree as follows:

**SECTION 1.** The Developer currently intends to construct a mixed-use development on the Project Site as part of the Project, which Project shall consist generally of (i) a multi-family residential complex that is currently anticipated to include approximately 130 loft style apartment dwellings (this portion of the Project is referred to herein as the "Residential Improvements"), (ii) a commercial area in which restaurants and a bar are to be located (this portion of the Project is referred to herein as the "Commercial Improvements"), generating an estimated aggregate annual payroll of \$800,000, including up to twenty (20) new jobs, (iii) all ancillary infrastructure, and such other facilities as may be approved or required by the Village. As discussed in the preambles hereof, the real property tax exemption authorized by this Agreement shall apply only to the Commercial Improvements constructed on the Commercial Property, and not the Residential Improvements, which Commercial Improvements shall be constructed at an estimated aggregate estimated cost of \$1,600,000, to commence after execution of this Agreement. The Commercial Improvements are expected to be completed no later than March 1, 2020.



**SECTION 2.** Subject to the satisfaction of the conditions set forth in this Agreement and actual construction of the Commercial Improvements, the Village approves the exemption from real property taxation, pursuant to the Act and the CRA Ordinance, of fifty percent (50%) of the assessed valuation of new structures or remodeling classified as to use as commercial on the Commercial Property as determined by the Warren County Auditor (i.e., the Commercial Improvements), for a period of fifteen (15) years. Upon receipt of a notice of completion of the Commercial Improvements, to be provided by the Developer and receipt of an occupancy permit, the Housing Officer (as defined in the Act) shall verify the construction of the Commercial Improvements and the facts asserted in the Application and shall determine whether the construction of the Commercial Improvements meets the requirements for the exemption authorized by this Agreement. If so verified, the Housing Officer shall forward this Agreement to the Warren County Auditor with the necessary direction by the Housing Officer to exempt the Commercial Improvements from real property taxation. Subject to the conditions set forth in this Agreement and the actual construction of the Commercial Improvements, the exemption commences the first tax year for which the Commercial Improvements would first be taxable were the Commercial Improvements not exempted from taxation. The dates provided in this paragraph refer to tax years in which the subject property is assessed, as opposed to years in which taxes are billed. No exemption shall commence after tax year 2021 nor extend beyond the end of the 15th year of the exemption.

**SECTION 3.** The Developer shall use the Commercial Improvements, if constructed, solely for the purposes described in Section 1 hereof and shall properly maintain and repair the Commercial Improvements throughout the period of tax exemption authorized herein. The Developer authorizes the Housing Officer or the Housing Officer's designee, to enter upon the Commercial Property as reasonably required to perform inspections of the Commercial Improvements in accordance with Section 3735.68 of the Ohio Revised Code.

**SECTION 4.** As required by Section 3735.671(C)(2) of the Ohio Revised Code, the Developer shall pay such real property taxes as are not exempted under this Agreement and are charged against the Commercial Property and shall file all tax reports and returns as required by law. If the Developer fails to pay such taxes or file such returns and reports, exemptions from taxation granted or authorized under this Agreement are rescinded beginning with the year for which such unpaid taxes are charged or such reports or returns are required to be filed and continuing thereafter.

**SECTION 5.** As required by Section 3735.671(C)(3) of the Ohio Revised Code, the Developer certifies that at the time this Agreement is executed, the Developer does not owe any delinquent real or tangible personal property taxes to any taxing authority of the State of Ohio (the "State"), and does not owe delinquent taxes for which the Developer is liable under Chapters 5733, 5735, 5739, 5741, 5743, 5747 or 5753 of the Ohio Revised Code, or if such delinquent taxes are owed, the Developer currently is paying the delinquent taxes pursuant to an undertaking enforceable by the State or an agent or instrumentality thereof, has filed a petition in bankruptcy under 11 U.S.C.A. 101, et seq., or such a petition has been filed against the Developer. 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.

**SECTION 6.** In accordance with Section 9.66 of the Ohio Revised Code, (a) the Developer affirmatively covenants that it does not owe: (i) any delinquent taxes to the State or to 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; or (iii) any other moneys to the State, a State agency or a political subdivision of the State that are past due, regardless of whether the amounts owed are being contested in a court of law or not; (b) the Developer authorizes the Village and/or the State to inspect the personal and/or corporate financial statements of the Developer, including tax records and other similar information not ordinarily open to public inspection; and (c) the Developer authorizes the Ohio Environmental Protection Agency and the Ohio Department of Taxation to release information to the Village and or other State departments in connection with the above statements. As provided by statute, a knowingly false statement under this section may be prosecuted as a first degree misdemeanor under Section 2921.13 of the Ohio Revised Code, may render the Developer ineligible for any future economic development assistance from the State or any political subdivision of the State, and will result in the Village requiring the Developer's repayment of any assistance provided by the Village in connection with the Project.

**SECTION 7.** As required by Section 3735.671(C)(4) of the Ohio Revised Code, upon specific request from the Developer, the Village shall perform such acts as are reasonably necessary or appropriate to effect, claim, reserve and maintain 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.

**SECTION 8.** As provided in Section 3735.671(C)(5) of the Ohio Revised Code, if for any reason the Village revokes the designation of the Mixed-Use CRA as a "community reinvestment area" under the Act, entitlements granted under this Agreement shall continue for the number of years specified under this Agreement, unless the Developer materially fails to fulfill its obligations under this Agreement and the Village terminates or modifies the exemptions from taxation authorized pursuant to this Agreement. The Village agrees to provide the Developer with advance written notice of its intention to revoke the designation of the Mixed-Use CRA as a "community reinvestment areas" under the Act and the Village further agrees not to formally make such revocation until the expiration of any applicable Cure Period as a result of a Default.

**SECTION 9.** The Developer acknowledges that this Agreement is subject to the review of the Director of the Ohio Development Services Agency ("OSDA") for purposes of enforcing Section 3735.671(E) of the Ohio Revised Code. The Developer acknowledges that the Village does not give any guarantee or assurance that the exemption approved in this Agreement will be so approved, and the Developer agrees that in no event shall the Developer seek to hold the Village liable in any way in the event such exemption is not granted or implemented, including, without limitation, as a result of a determination by the ODSA that there has been a violation of Section 3735.671(E) of the Ohio Revised Code.

**SECTION 10.** As provided in Section 3735.671(C)(6) of the Ohio Revised Code, if the Developer materially fails to fulfill its obligations under this Agreement (after written notice to the Developer by the Village and the expiration of the Cure Period), or if the Village determines that the certification as to delinquent taxes required by this Agreement (Section 5

hereof) or the covenant of satisfaction of tax and other obligations (Section 6 hereof) is fraudulent (any of the aforesaid events shall hereinafter be referred to as a “Default”), the Village may terminate or modify the exemptions from taxation granted or authorized under this Agreement. A modification of exemption may be in the form of reduction in the number of years that eligible property is exempt and/or a reduction in the exemption percentage. The Village shall provide written notice to the Developer prior to finding the Developer in Default under this section. The notice shall provide the Developer with thirty (30) days (plus a reasonable time thereafter, not to exceed one hundred twenty (120) days, if 30 days is not reasonably sufficient to cure and the Developer is diligently pursuing such cure) to cure the Default (the “Cure Period”) prior to Village termination or modification of the exemptions under this Agreement. In the event of such termination or modification, the Village is authorized to so notify the appropriate taxing authorities in order to effect the termination or modification. Amounts due and not paid when due under this Section 11 shall bear interest at the rate specified in Section 1343.03(A) of the Ohio Revised Code (as in effect on the date of the Village’s payment demand).

**SECTION 11.** As required by Sections 3735.671(C)(7) and 5709.85 of the Ohio Revised Code, the Developer shall provide to the Village’s Tax Incentive Review Council (or to the Village Manager if so requested by the Village) any information reasonably required by the Village Council or the Village Manager to evaluate the Developer’s compliance with this Agreement, including returns filed pursuant to Section 5711.02 of the Ohio Revised Code, if requested by the Village Council or Village Manager. The performance of the Developer’s obligations stated in this Agreement shall be subject to annual review by the Village’s Tax Incentive Review Council (the “Annual Review and Report”). The Developer shall submit information to the Village in writing for the Annual Review and Report to the Village no later than March 1 of each year.

**SECTION 12.** Pursuant to Section 3735.68 of the Ohio Revised Code, the Housing Officer shall make annual inspections of the properties within the Mixed-Use CRA upon which are located structures or remodeling for which an exemption has been granted under Section 3735.67 of the Ohio Revised Code. If the Housing Officer finds that the Commercial Property has not been properly maintained or repaired due to the neglect of the Developer, the Housing Officer may revoke the exemption at any time after the first year of exemption with respect to future years in the event such failure is not cured within the Cure Period. If the Developer has materially failed to fulfill its obligations under this Agreement and not cured such failure within the Cure Period, or if the owner is determined to have violated Section 3735.671(E) of the Ohio Revised Code (see paragraph below), Village Council, subject to the terms of this Agreement, may revoke the exemption at any time after the first year of exemption with respect to future years. The Housing Officer or Village Council shall notify the Warren County Auditor and the Developer that the tax exemption no longer applies. If the Housing Officer or Village Council revokes a tax exemption, the Housing Officer shall send a report of the revocation to the CRA Housing Council and to the Tax Incentive Review Council established pursuant to Sections 3735.69 or 5709.85 of the Ohio Revised Code, containing a statement of the findings as to the maintenance and repair of the Commercial Property, failure to fulfill obligations under this Agreement, or violation of Section 3735.671(E) of the Ohio Revised Code, and the reason for revoking the exemption.

The Developer represents and warrants to the Village that it is not prohibited by Section 3735.671(E) of the Ohio Revised Code from entering into this Agreement. As required by Section 3735.671(C)(9) of the Ohio Revised Code, exemptions from taxation granted or authorized under this Agreement shall be revoked if it is determined that the Developer, any successor to the Developer or any related member (as those terms are defined in Section 3735.671(E) of the Ohio Revised Code) has violated the prohibition against entering into this Agreement under Section 3735.671(E) of the Ohio Revised Code or under Sections 5709.62 or 5709.63 of the Ohio Revised Code prior to the time prescribed by either of those sections.

**SECTION 13.** Pursuant to Section 3735.671(D) of the Ohio Revised Code, the Village hereby waives the annual fee for exemptions granted in this Agreement.

**SECTION 13.** As required in connection with Section 9.66(C) of the Ohio Revised Code, the Developer affirmatively covenants that it has made no false statements to the State or the Village in the process of obtaining approval for this Agreement. If any representative of the Developer has knowingly made a false statement to the State or the Village to obtain approval for this Agreement, or if the Developer fails to provide any information expressly required under the application for the exemption authorized by this Agreement, the Developer shall be required to immediately return all benefits received under this Agreement (by payment of the amount of taxes exempted hereunder, paid as directed by the Village within thirty (30) days of written demand) and the Developer shall be ineligible for any future economic development assistance from the State, any State agency or any political subdivision of the State pursuant to Section 9.66(C)(1) of the Ohio Revised Code. Amounts due and not paid under this Section 13 shall bear interest at the rate of eight percent (8%) per annum. Any person who provides a false statement to secure economic development assistance (as defined in Section 9.66 of the Ohio Revised Code) may be guilty of falsification, a misdemeanor of the first degree, pursuant to Section 2921.13(F)(1) of the Ohio Revised Code, which is punishable by fine of not more than \$1,000 and/or a term of imprisonment of not more than six (6) months.

**SECTION 14.** The Developer covenants that, to the best of the Developer's knowledge, no employee of the Village has any personal interest, direct or indirect, in any matters pertaining to the Project, and the Developer agrees to take appropriate steps to prevent any employee of the Village from obtaining any such interest throughout the term of this Agreement.

**SECTION 15.** As provided in Section 3735.671(E) of the Ohio Revised Code, if, prior to the expiration of the term of this Agreement, the Developer discontinues operations at the Project Site so that the Commercial Property is no longer being used for the purposes described in Section 1 hereof, then the Developer, its successors, and any related member shall not enter into an agreement under Sections 3735.671, 5709.62, 5709.63 or 5709.632 of the Ohio Revised Code, and no legislative authority shall enter into such an agreement with the Developer, its successors or any related member prior to the expiration of five (5) years after the discontinuation of operations. As used in this Section 17, "successors" and "related member" shall have the meanings set forth in Ohio Revised Code Section 3735.671(E).

**SECTION 16.** Unless otherwise specified herein, each party shall address written notices, demands and communications in connection with this Agreement to the other party as follows (or to such other address as is communicated in accordance with this Section):

To the Village:

Village of South Lebanon  
Housing Officer  
99 High Street  
South Lebanon, Ohio 45065  
Attn: Village Administrator

With a copy to:

Arik A. Sherk, Esq.  
Thompson Hine LLP  
Austin Landing I  
10050 Innovation Drive  
Suite 400  
Dayton, Ohio 45342-1934

To the Developer:

Peters Cartridge Factory, LLC  
1527 Madison Road  
Cincinnati, Ohio 45206

With a copy to:

Richard D. Spoor, Esq.  
Keating Muething & Klekamp PLL  
1 E 4th Street, Ste. 1400  
Cincinnati, Ohio 45202

**SECTION 17.** The Developer agrees to acknowledge the support of the Village on construction signs located on the Commercial Property.

**SECTION 18.** This Agreement and the exhibits attached hereto constitute the entire agreement between the Village and the Developer with respect to the subject matter herein, superseding any prior or contemporaneous agreement with respect thereto.

**SECTION 19.** This Agreement is entered into and is to be performed in the State. The Village and the Developer agree that the law of the State of Ohio shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and shall govern the interpretation of this Agreement.

**SECTION 20.** The Village's waiver of any breach by the Developer of any provision of this Agreement shall not constitute or operate as a waiver by the Village of any other breach of such provision or of any other provisions, nor shall any failure or delay by the Village to enforce any provision hereof operate as a waiver of such provision or of any other provision.

**SECTION 21.** This Agreement shall be severable; if any part or parts of this Agreement shall for any reason be held invalid or unenforceable by a court of competent jurisdiction, all remaining parts shall remain binding and in full force and effect.

**SECTION 22.** This Agreement may be modified or amended only by a written agreement duly executed by the parties hereto or their representatives.

**SECTION 23.** As required by Section 3735.671(C)(8) of the Ohio Revised Code, except as hereinafter set forth, this Agreement is not transferable or assignable by the Developer without the express written approval of the Village Administrator of the Village. Failure to assign or otherwise perform the Developer's obligations hereunder upon transfer of the Commercial Property during the term of the tax abatement authorized by this Agreement shall be basis for revocation of the tax exemption under Section 12 hereof.

**SECTION 24.** At its election, the Village may record this Agreement at the Village's expense in the Warren County Recorder's Office.

**SECTION 25.** As provided in Section 3735.671(C)(10) of the Ohio Revised Code, the Developer and the Village acknowledge that this Agreement must be approved by formal action of the Village Council of the Village as a condition for this Agreement to take effect. Notwithstanding anything to the contrary herein, this Agreement shall take effect after the later of the date of such approval or the final date of execution of this Agreement by all parties.

**SECTION 26.** The Developer represents and warrants that (a) it is duly organized and existing and it has full power and authority to take, and has taken, all action necessary to execute and deliver this Agreement and any other documents required or permitted to be executed or delivered by it in connection with this Agreement, and to fulfill its obligations hereunder; (b) no notices to, or consents, authorizations or approvals of, any person are required (other than any already given or obtained) for its due execution, delivery and performance of this Agreement; and (c) this Agreement has been duly executed and delivered by it and constitutes the legal, valid and binding obligation of the Developer.

**SECTION 27.** Pursuant to Section 3735.70 of the Ohio Revised Code, a person aggrieved under the Act or this Agreement may appeal to the CRA Housing Council, which shall have the authority to overrule any decision of the Housing Officer. Appeals may be taken from a decision of the Village Council to the Court of Common Pleas of Warren County.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Village and the Developer have caused this instrument to be executed on this 20<sup>th</sup> day of September, 2018.

**VILLAGE OF SOUTH LEBANON, OHIO,**  
the Village

By: James D. Smith

Name: James D. Smith

Title: Mayor

**PETERS CARTRIDGE FACTORY, LLC,**  
the Developer

By: Kenneth E. Schon

Name: KENNETH E. SCHON

Title: AUTHORIZED MEMBER

**APPROVED AS TO FORM:**



\_\_\_\_\_  
Village Solicitor  
Village of South Lebanon, Ohio.

EXHIBIT B

BOUNDARIES OF MIXED-USE CRA



Petition Addendum  
Description of CRA Area and Map Legend

The purpose of this Addendum is to provide a written description of the CRA Area (the "Area") and provide a legend to the attached map. The Area consists of five parcels each fronting Grandin Road, located in the Village of South Lebanon, Ohio. The parcels extend south and east along Grandin from the Little Miami River and halt along the interchange of Grandin Road and Grandin Drive. Please reference the below table for a list of Area parcels and a legend the attached map.

Map ID	Parcel ID	Address	Owner
A	16112300040	834 Grandin Road, South Lebanon	Hamer, Deborah. FKA
B	16124000090	Grandin Road, South Lebanon	State of Ohio Department of Natural Resources
C	16124000120	Grandin Road, South Lebanon	Peter's Cartridge*
D	16124530040	1415 Grandin Road, South Lebanon	Peter's Cartridge*
E	16124530050	1409 Grandin Road, South Lebanon	Peter's Cartridge*

**EXHIBIT A**  
**DESCRIPTION OF PROJECT SITE**

**DESCRIPTION FOR:** PETER'S CARTRIDGE FACTORY, LLC  
CONSOLIDATION

**LOCATION:** GRANDIN ROAD  
12.056 ACRES

Situate in Military Survey No. 1548, Village of South Lebanon, Hamilton Township, Warren County, Ohio and being the remaining 2.714 acres of the original 3.650 acres and including all of the 9.343 acre parcel as conveyed to Peter's Cartridge Factory, LLC by deed recorded in Document #2015-038091 (all records of the Warren County, Ohio Recorder's Office) and also being more particularly described as follows:

Beginning at an existing nail in the centerline of Grandin Road (60' public right-of-way per Warren County Engineer's Office), lying North 40°08'17" West, along the dividing line between Military Survey Nos. 1547 and 1548, 1946.03 feet and South 70°58'13" West, 338.84 feet from the intersection of said centerline and military survey line;

Thence with the centerline of said Grandin Road, along westerly lines of lands conveyed to the State of Ohio, Department of Natural Resources in Official Record 248, Page 740, South 19°01'47" East, 122.27 feet to an existing nail and South 34°51'01" East, 71.38 feet to an existing nail at a north corner of lands conveyed to Board of Township Trustees of Hamilton Township in Official Record 4575, Page 684;

These with lines of said Board of Township Trustees of Hamilton Township, the following ten (10) courses and distances:

- 1.) South 45°42'17" West, passing an existing 5/8" iron pin lying 0.56 feet left at 274.12 feet, a total distance of 287.22 feet to an existing 5/8" iron pin;
- 2.) North 76°21'47" West, 616.52 feet to an existing 5/8" iron pin;
- 3.) North 01°04'03" East, 125.14 feet to an existing 5/8" iron pin;
- 4.) North 79°50'47" West, 91.82 feet to an existing 5/8" iron pin;
- 5.) North 83°56'17" West, 84.34 feet to an existing 5/8" iron pin;
- 6.) North 64°15'02" West, 86.47 feet to an existing 5/8" iron pin;
- 7.) North 16°27'47" West, 100.00 feet to an existing 5/8" iron pin;
- 8.) South 80°02'43" West, 211.60 feet to an existing 5/8" iron pin;
- 9.) North 87°47'17" West, 110.49 feet to an existing 5/8" iron pin;
- 10.) North 06°54'07" West, 53.00 feet to an existing 5/8" iron pin in a south line of lands conveyed to the State of Ohio Dept. of Natural Resources in Official Record 31, Page 913;

Thence along south lines of said State of Ohio Dept. of Natural Resources, the following ten (10) courses and distances:

- 1.) Along an arc deflecting to the left having a central angle of 6°22'12", a radius of 1375.54 feet and a length of 152.93 feet. The chord of said arc bears North 80°38'25" East, 152.85 feet to an existing stake;
- 2.) North 77°27'19" East, 100.00 feet to an existing 5/8" iron pin;

McGill Smith Punshon, Inc.  
3700 Park 42 Drive ■ Suite 190B ■ Cincinnati, Ohio ■ 45241-2097  
513.759.0004 ■ Fax 513.563.7099 ■ www.mcgillsmithpunshon.com



- 3.) North 75°49'13" East, 100.00 feet to an existing 5/8" iron pin;
- 4.) North 75°32'02" East, 200.00 feet to an existing 5/8" iron pin;
- 5.) North 72°59'31" East, 106.78 feet to an existing 5/8" iron pin;
- 6.) North 74°27'25" East, 242.12 feet to an existing 5/8" iron pin;
- 7.) North 74°21'13" East, 93.80 feet to an existing 5/8" iron pin;
- 8.) North 73°03'13" East, 101.68 feet to an existing 5/8" iron pin;
- 9.) North 70°32'13" East, 102.20 feet to an existing 5/8" iron pin;
- 10.) North 68°06'13" East, 35.70 feet to an existing nail in the aforesaid centerline of Grandin Road and northwest corner of lands conveyed to TEJ Holdings Inc. in Official Record 543, Page 291;

Thence along said centerline, with the west line of said TEJ Holdings Inc. and with the west lines of lands conveyed to Peter's Cartridge Factory, LLC by deeds recorded in Document #2018-\_\_\_\_\_ and Document #2015-038091, South 19°01'47" East, 416.81 feet to the point of beginning.

Containing 12.056 acres of land.

Subject to all legal highways, easements and restrictions of record.

The above description was prepared from a Plat of Survey by McGill Smith Punshon, Inc. dated May 21, 2018. The bearings in the above description are based on US State Plane coordinates NAD 83, Ohio South Zone (3402).

Prepared by: McGill Smith Punshon, Inc.  
Date: May 21, 2018  
MSP No.: 16552.01

16552013-CLI-LEG-12\_056ac.docx





**EXHIBIT B**  
**DESCRIPTION OF COMMERCIAL PROPERTY**

## Exhibit B

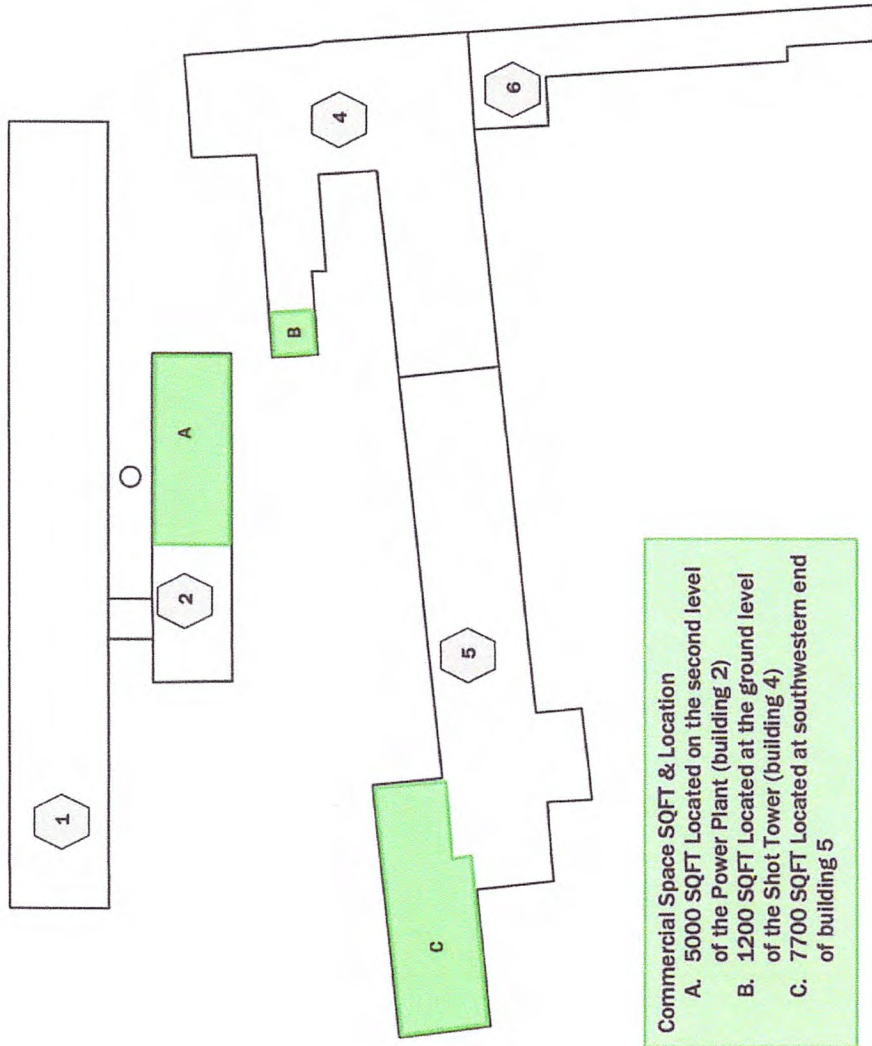
### Description of Commercial Property

The portions of the Project Site in the following images highlighted in green and red respectively indicate the Commercial Property. The first image shows the Project Site with the portions to be developed into Commercial Improvements being shown in green, i.e., the Commercial Property. The pages which follow thereafter illustrate the portion of the square footage of that Project Site, highlighted in red, which shall be devoted to such Commercial Improvements, such portion being the Commercial Property.

*The balance of this page is intentionally left blank*

4842-6560-8819.1

PETERS CARTRIDGE FACTORY  
COMMERCIAL SQFT



**Commercial Space SQFT & Location**  
 A. 5000 SQFT Located on the second level of the Power Plant (building 2)  
 B. 1200 SQFT Located at the ground level of the Shot Tower (building 4)  
 C. 7700 SQFT Located at southwestern end of building 5

**Building 1: Residential & Commercial**  
**Building 2: Residential & Commercial**  
**Building 3: Residential & Commercial**  
**Building 4: Residential & Commercial**  
**Building 5: Residential & Commercial**  
**Building 6: Residential**





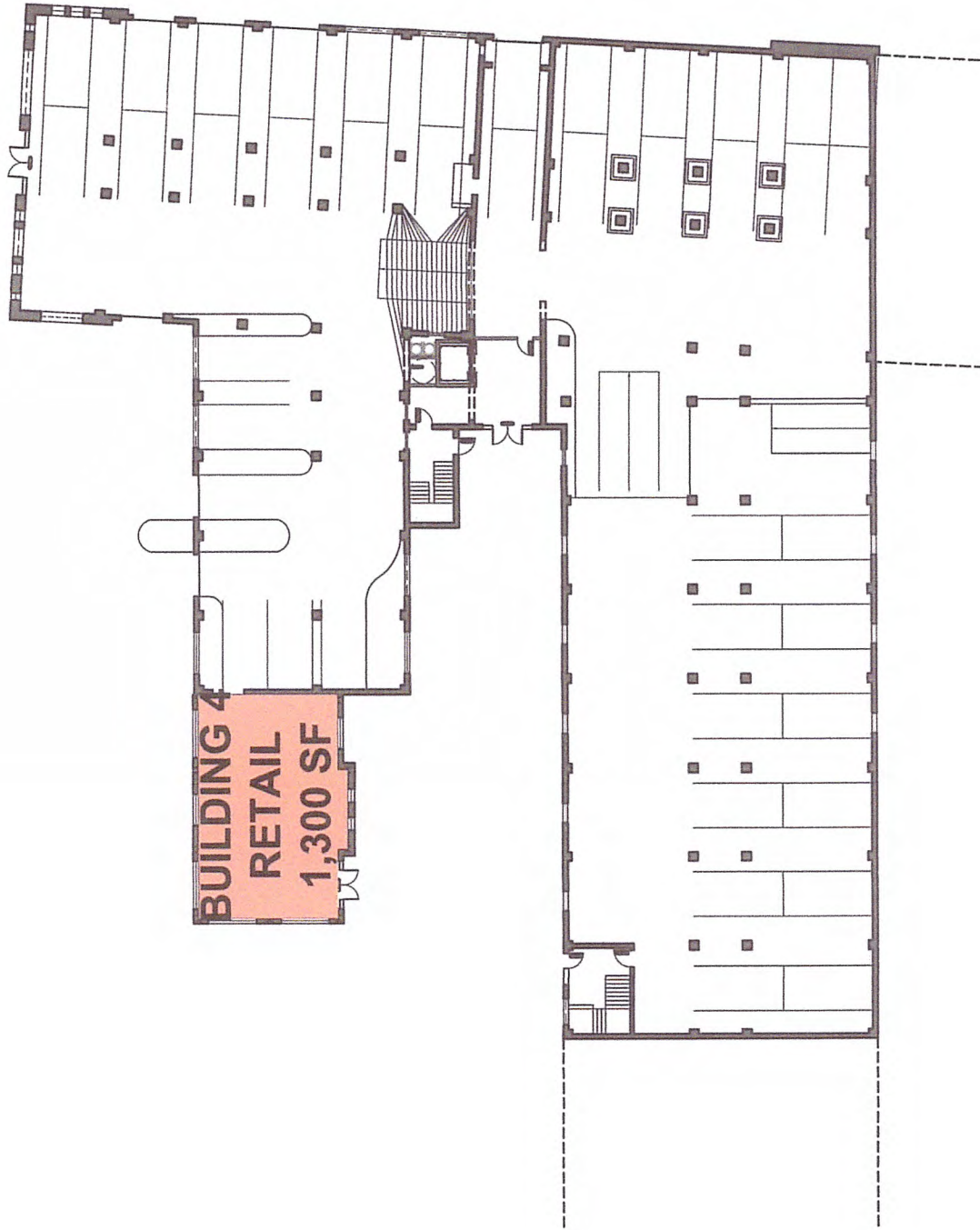
0A001  
SITE PLAN

NO.	DATE	REVISIONS

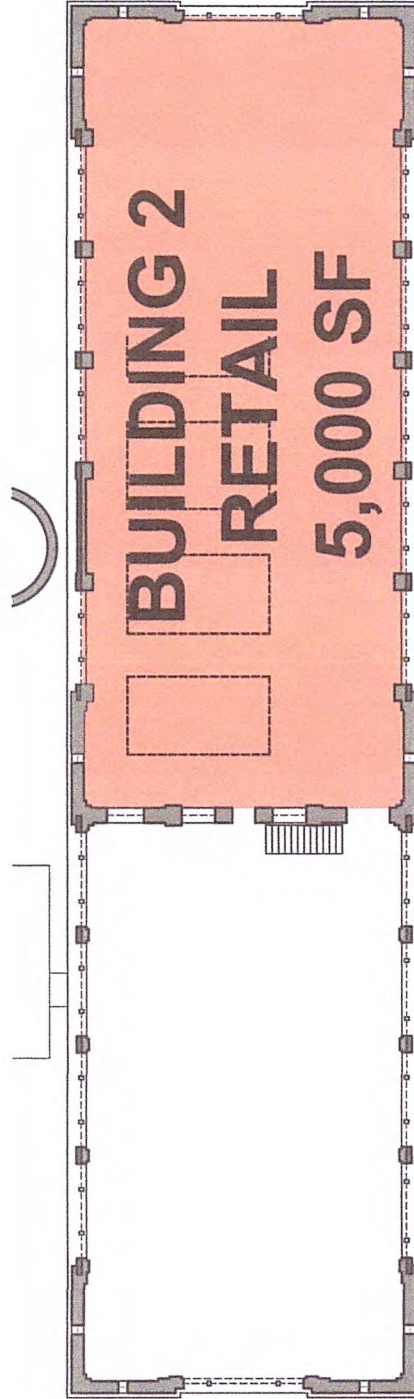
**CARTRIDGE FACTORY**  
 PETERS CARTRIDGE FACTORY, LLC  
 1415 GRANDIN ROAD, HAMILTON TOWNSHIP OH 45039

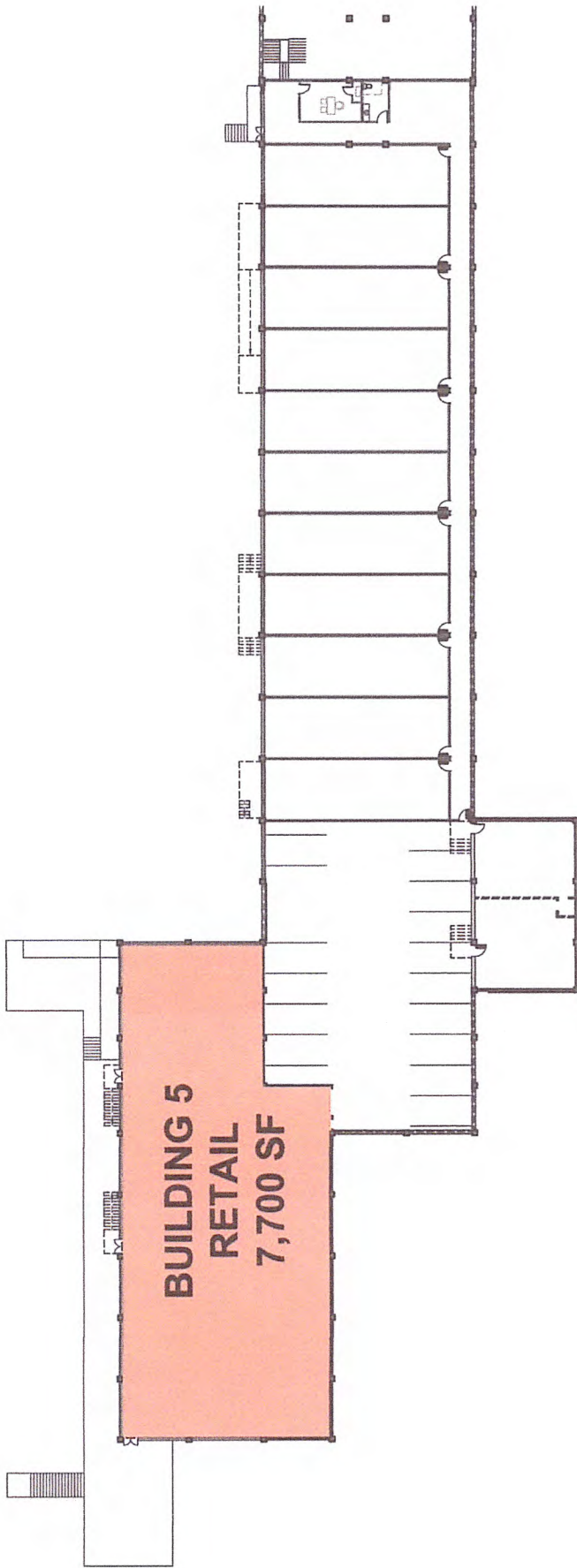


DATE: 11/11/2011  
 TIME: 10:00 AM  
 PROJECT: CARTRIDGE FACTORY  
 SHEET: 0A001 OF 0A001  
 DRAWN BY: [Name]  
 CHECKED BY: [Name]  
 APPROVED BY: [Name]



**BUILDING 4**  
**RETAIL**  
**1,300 SF**





**EXHIBIT C**  
**COMMERCIAL CRA EXEMPTION APPLICATION**

APPLICATION for Community Reinvestment Area Tax Incentives between the Village of South Lebanon, Ohio located in the County of Warren and Peter's Cartridge Factory, LLC.

1. a. Name of property owner, home or main office address, contact person, and telephone number (attach additional pages if multiple enterprise participants).

<u>Peter's Cartridge Factory, LLC</u> Enterprise Name	<u>Steven Bloomfield</u> Contact Person
<u>1527 Madison Rd, Cincinnati, Ohio 45206</u> Address	<u>513 241 6363</u> Telephone Number

- b. Project site:

<u>Peter's Cartridge Factory</u>	<u>Same as above</u> Contact Person
<u>1415 Grandin Rd, Maineville, Ohio 45039</u> Address	<u>Same as above</u> Telephone Number

2. a. Nature of commercial/industrial activity (manufacturing, warehousing, wholesale or retail stores, or other) to be conducted at the site.

Commercial retail and multi-family housing.

- b. Form of business of enterprise (corporation, partnership, proprietorship, or other).

Ohio limited liability company

3. Name of principal owner(s) or officers of the business.

Steven F. Bloomfield and Kenneth E. Schon

4. a. State the enterprise's current employment level at the proposed project site:

N/A

- b. Will the project involve the relocation of employment positions or assets from one Ohio location to another? Yes \_\_\_ No X

c. If yes, state the locations from which employment positions or assets will be relocated and the location to where the employment positions or assets will be located:

N/A

d. State the enterprise's current employment level in Ohio (itemized for full and part-time and permanent and temporary employees):

N/A

e. State the enterprise's current employment level for each facility to be affected by the relocation of employment positions or assets:

N/A

f. What is the projected impact of the relocation, detailing the number and type of employees and/or assets to be relocated?

N/A

5. Does the Property Owner owe:

a. Any delinquent taxes to the State of Ohio or a political subdivision of the state?  
Yes \_\_\_ No X

b. Any moneys to the State or a state agency for the administration or enforcement of any environmental laws of the State? Yes \_\_\_ No X

c. 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?  
Yes \_\_\_ No X

d. If yes to any of the above, please provide details of each instance including but not limited to the location, amounts and/or case identification numbers (add additional sheets).  
NA

6. Project Description: The commercial portion of the Project consists generally of commercial retail and restaurants.

7.

7. Project will begin approximately October 1, 2018 and be completed March 1, 2020 provided a tax exemption is provided.

8. a. Estimate the number of new employees the property owner will cause to be created at the

facility that is the project site:  
20 new full time jobs

---

- b. State the time frame of this projected hiring: 2-3 yrs.
9. a. Estimate the amount of annual payroll such new employees will add \$800,000.
10. An estimate of the amount to be invested by the enterprise to establish, expand, renovate or occupy a facility:
- |  |                            |
|--|----------------------------|
| A. Acquisition of Buildings:           | \$ <u>250,000</u>          |
| B. Additions/New Construction:         | \$ <u>N/A</u>              |
| C. Improvements to existing buildings: | \$ <u>25,000,000</u>       |
| <b>Total New Project Investment:</b>   | <b>\$<u>25,250,000</u></b> |
11. a. Business requests the following tax exemption incentives: 50 % for 15 years covering the real property as described above. Be specific as to the rate, and term.
- b. Business's reasons for requesting tax incentives  
Tax incentives are required in order to make the Project more economically feasible. While the Project is economically sound, it nonetheless, requires some tax incentive to make financing and construction a reality.

Submission of this application expressly authorizes The Village of South Lebanon to contact the Ohio Environmental Protection Agency to confirm statements contained within this application including item # 5 and to review applicable confidential records. As part of this application, the property owner may also be required to directly request from the Ohio Department of Taxation, or complete a waiver form allowing the Department of Taxation to release specific tax records to the local jurisdiction considering the request.

The Applicant agrees to supply additional information upon request.

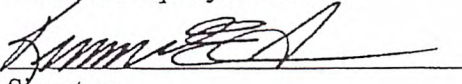
The Applicant affirmatively covenants that the information contained in and submitted with this application is complete and correct and is aware of the ORC Sections 9.66(C) (1) and 2921.13(D) (1) penalties for falsification which could result in the forfeiture of all current and future economic development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



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

KENNETH E. SCHON  
Name of Property Owner

9/18/18  
Date

  
Signature

AUTHORIZED MEMBER  
Typed Name and Title