

VILLAGE OF OBETZ  
RECORD OF ORDINANCES



ORDINANCE: 56-15

PASSED: August 17, 2015

**AN ORDINANCE TO APPROVE AND AUTHORIZE THE EXECUTION OF COMPENSATION AGREEMENTS WITH THE GROVEPORT-MADISON AND HAMILTON LOCAL SCHOOL DISTRICTS, AN AMENDED AND RESTATED COMMUNITY REINVESTMENT AREA AGREEMENT AND ASSIGNMENT AND ASSUMPTION AGREEMENTS, AND TO DECLARE AN EMERGENCY**

**WHEREAS**, Council, by its Ordinance No. 45-07 passed December 27, 2007, created the Stambaugh Community Reinvestment Area (the "Stambaugh CRA"), and the Director of the Ohio Department of Development confirmed the findings of that Ordinance on October 22, 2008; and,

**WHEREAS**, Council, by its Ordinance No. 24-10 passed August 9, 2010, authorized the execution of a Community Reinvestment Area Agreement (the "Original CRA Agreement") and Assignment and Assumption Agreement (the "Assignment Agreement"), and amended Section 4 of Ordinance 45-07 to include, among other structures, retail structures, in the types of structures eligible for the tax exemption; and,

**WHEREAS**, Council desires to continue to encourage the development of real property, the acquisition of personal property and the creation of employment opportunities within the Stambaugh CRA; and,

**WHEREAS**, the Columbus Regional Airport Authority (the "Authority") desires to cause to be constructed on land within the Stambaugh CRA (the "CRAA Land") a series of business (including for retail, non-retail and office use) or industrial structures and related site improvements (the "Project," with each individual building within the Project and its related site improvements hereinafter referred to as a "Building" or collectively, the "Buildings"), and the Authority intends to convey or lease the Buildings or parts thereof and the lands upon which such Buildings are constructed to one or more owners, which owners (or their lessees) will be the parties equipping and occupying the Buildings and employing workers; and,

**WHEREAS**, in order to facilitate the completion of the Project and the creation of the related employment opportunities, this Council desires to grant a 15-year, 100% real property tax exemption for each Building comprising the Project; and,

**WHEREAS**, the Authority has entered into the Amended and Restated Master Development Agreement dated as of June 28, 2006, by which DRCS, LLC ("DRCS") shall succeed to certain interests of the Authority in certain portions of the CRAA Land from time to time that is the site of the Project; and,

**WHEREAS**, this Council desires to provide for the execution and delivery of an Amended and Restated Community Reinvestment Area Agreement (the "Amended and Restated CRA Agreement") primarily for the purpose of adding DRCS as a party; and,

**WHEREAS**, purchasers of the Buildings will succeed to the interest of the Authority and DRCS in certain portions of the CRAA Land and each Building (those portions and Buildings, being collectively referred to herein as the "Transferred Property") from time to time (such other parties are collectively hereinafter referred to as the "Successors" and each a "Successor"); and,

**WHEREAS**, each Successor wishing to obtain the benefits of the Amended and Restated CRA Agreement must assume the obligations of the Authority and/or DRCS under the Amended and Restated CRA Agreement as to that Transferred Property and, as set forth in the Amended and Restated CRA Agreement, the Village is willing to make these benefits available to the Successor on the terms set forth in the Amended and Restated CRA Agreement; and,

**WHEREAS**, Council desires to provide for the execution and delivery of one or more Assignment Agreements to enable the Successors to assume the obligations of the Authority and/or DRCS and to obtain the benefits of the Amended and Restated CRA Agreement as to the Transferred Property; and,

**WHEREAS**, the Council desires to enter into a Community Reinvestment Area School Compensation Agreement (a "School Compensation Agreement"; collectively, the "School Compensation Agreements"), pursuant to R.C. Section 5709.82, with each of the Groveport-Madison Local School District and the Hamilton Local School District (collectively, the "School Districts") to provide for income tax revenue sharing with the School Districts relating to the Project;

**NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE VILLAGE OF OBETZ, OHIO, THAT:**

Section 1. Council finds and determines that notice of the Amended and Restated CRA Agreement was delivered to the Eastland-Fairfield Career and Technical School District (the "CTSD") pursuant to Section 5709.83 of the Ohio Revised Code, which notice included a copy of that Amended and Restated CRA Agreement including the form of Assignment Agreement. This Council hereby ratifies the delivery of the aforementioned notice to the CTSD.

Section 2. Each School Compensation Agreement, each substantially in the form presently on file with the Village Finance Director, is hereby approved and authorized with any completions, changes and revisions thereto not inconsistent with this Ordinance and not substantially adverse to the Village. The Mayor or the Village Administrator, for and in the name of the Village, are each individually hereby authorized to execute the School Compensation Agreements and the approval of any completions, changes and revisions, and the character of those completions, changes and revisions as permitted under this Ordinance and not substantially adverse to the Village.



Section 3. The Amended and Restated CRA Agreement and the Assignment Agreement, each substantially in the form presently on file with the Village Finance Director, are hereby approved and authorized with any completions, changes and revisions thereto not inconsistent with this Ordinance and not substantially adverse to the Village. The Mayor or the Village Administrator, for and in the name of the Village, are each individually hereby authorized to execute the Amended and Restated CRA Agreement and each Assignment Agreement, and the approval of any completions, changes and revisions, and the character of those completions, changes and revisions as permitted under this Ordinance and not substantially adverse to the Village, shall be evidenced conclusively by that official's execution thereof. This Council further hereby authorizes and directs either the Mayor or the Village Administrator, and other appropriate officers of the Village, to sign those instruments and make any other arrangements as are necessary carry out the purposes of this Ordinance.

Section 4. The Village Administrator is hereby authorized and directed to forward an executed copy of the Amended and Restated CRA Agreement to the Director of the Ohio Development Services Agency within fifteen (15) days following the execution of that Amended and Restated CRA Agreement.

Section 5. This Ordinance is hereby declared to be an emergency measure, necessary for the preservation of the public health, safety and welfare, such emergency arising from the necessity of providing incentives so the Project may proceed in the Village, thereby providing for the creation of jobs and employment opportunities and improving the economic welfare of the people of the Village; WHEREFORE, this Ordinance shall take effect and be in force from and after its passage.

Passed this 17 day of August, 2015.

ATTESTS:

Stacey Boumis  
Stacey Boumis, Clerk of Council

D. Greg Scott  
D. Greg Scott, Mayor

Angela Kirk  
Angela Kirk, Council President Pro Tem

APPROVED AS TO FORM

Eve M. Ellinger  
Eve M. Ellinger, Esq., Law Director

ORDINANCE: 56-15

PASSED: August 17, 2015

**CERTIFICATION OF PUBLICATION**

Pursuant to the Village Charter, I, Stacey E. Boumis, Clerk of Council of the Village of Obetz, Ohio, do hereby certify that Ordinance 56-15 was duly posted at 10:00 AM (time) on the 18 day of August, 2015, at the Obetz Government Center, as well as on the Obetz website.

Stacey Boumis  
Stacey Boumis, Clerk

8/18/15  
Date



AMENDED AND RESTATED COMMUNITY REINVESTMENT AREA AGREEMENT  
(STAMBAUGH CRA)

This AMENDED AND RESTATED COMMUNITY REINVESTMENT AREA AGREEMENT (this "Agreement") is made and entered into as of this \_\_\_ day of August, 2015, by and between the VILLAGE OF OBETZ, OHIO (the "Village"), a political subdivision duly organized and validly existing under the constitution and laws of the State of Ohio (the "State"), the COLUMBUS REGIONAL AIRPORT AUTHORITY (the "Authority"), a port authority and political subdivision of the State and DRCS, LLC ("DRCS"), a Delaware limited liability company. The Authority and DRCS and their respective successors and assigns under this Agreement are hereinafter referred to as "Owner" or "Owners."

WITNESSETH:

WHEREAS, the Village has determined to encourage the development of real property and the acquisition and installation of personal property in the area identified on Exhibit A attached hereto, comprised of the approximately 165 acres of land it designated the "Stambaugh Community Reinvestment Area" (the "Stambaugh CRA") by Ordinance No. 45-07 passed December 27, 2007 (as amended by Ordinance No. 24 -10 adopted August 9, 2010), pursuant to Section 3735.66 of the Ohio Revised Code; and

WHEREAS, the Authority currently owns all of the land located within the Stambaugh CRA (the "CRAA Land") and intends to cause DRCS or one or more entities controlled by or under common control with Duke Realty Corporation, including, but not limited to, Duke Realty Ohio, Duke Realty Limited Partnership and Duke Construction Limited Partnership (each a "DRCS Related Entity"; collectively, "DRCS Related Entities") to construct on the CRAA Land a series of retail, non-retail business and industrial facilities and related site improvements (collectively, the "Project," with each individual building within the Project and its related site improvements hereinafter referred to as a "Building"), provided that the appropriate development incentives are available to support the economic viability of the Project; and

WHEREAS, the Authority intends to convey or lease to DRCS and/or DRCS Related Entities the Buildings or parts thereof and the land upon which such Buildings are constructed, and DRCS and/or DRCS Related Entities thereafter intend to convey or lease the Buildings or parts thereof and the land upon which such Buildings are constructed to one or more Owners, which Owners (or their lessees), other than the Authority, DRCS or DRCS Related Entities, shall be the parties whom equip and occupy the Buildings and employ workers at the Project; and

WHEREAS, the Director of Development of the State has determined that the Stambaugh CRA as designated contains the characteristics set forth in Section 3735.66 of the Ohio Revised Code and confirmed that area as a "Community Reinvestment Area" pursuant to Section 3735.66 of the Ohio Revised Code, and the Village, having the appropriate authority for the Project, is desirous of providing incentives available for the development of the Project in the Stambaugh CRA; and

WHEREAS, the Authority has submitted, on behalf of the Authority and DRCS, to the Village a proposed agreement application (the "Agreement Application"); and

WHEREAS, the Authority has remitted with the Agreement Application the required State application fee of \$750.00 made payable to the Ohio Department of Development to be forwarded to that Department with a copy of this Agreement; and

WHEREAS, the Housing Officer under Section 3735.65 of the Ohio Revised Code has reviewed the Agreement Application and has recommended the same to the Council of the Village on the basis that the Owner is qualified by financial responsibility and business experience to create and preserve employment opportunities in the Stambaugh CRA and improve the economic climate of the Village; and

WHEREAS, all of the Project site is located in the Eastland-Fairfield Career and Technical Schools District (the "JVSD") and portions of the Project site are located in the Hamilton Local School District and the Groveport Madison School District (each a "School District") and collectively, the "School Districts"); and

WHEREAS, pursuant to Sections 3735.67(A) and 3735.671 of the Ohio Revised Code, and after proper and timely notice to the JVSD pursuant to Section 5709.83 of the Ohio Revised Code and the School Districts pursuant to Sections 3735.671 and 5709.83 of the Revised Code, the Village and the Authority entered into that certain Community Reinvestment Act Agreement of December 2010 (the "Original Agreement"); and

WHEREAS, pursuant to Section 3735.67(A) of the Ohio Revised Code and in conformance with the format required under Section 3735.671(B) of the Ohio Revised Code, the parties hereto desire to amend and restate the Original Agreement primarily for the purpose of adding DRCS as a party; and

WHEREAS, the Village has timely provided proper notice of its intention to enter into this Amended and Restated Agreement to the JVSD, and the Board of Education of each School District has waived its right to receive notice under Sections 3735.671 and 5709.83 of the Revised Code and has approved this Agreement; 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 hereto agree to amend and restate the Original Agreement and to the foregoing and as follows:

Section 1. The estimated total cost of the construction of the Project (which Project is expected to contain, cumulatively, approximately +/- two million square feet of space) is expected to exceed \$63,317,200 for construction of the Buildings, exclusive of any amounts for acquisition of machinery and equipment, furniture and fixtures, and inventory. The commencement of construction of the Project is scheduled to begin in 2015 and Project completion is expected by 2034. The assumptions and estimates provided in this Section 1 are good faith estimates provided pursuant to Section 3735.671(B) of the Ohio Revised Code and shall not be construed in a manner that would limit the amount or term of the tax exemption provided in this Agreement. The parties to this Agreement recognize that the costs associated with the Project may increase or decrease significantly and do not necessarily equal otherwise taxable value. No machinery, equipment, furniture, fixtures or inventory of the Authority or DRCS exists at the Project prior to execution of this Agreement or is currently held at another

location in the State and is to be relocated to the Project.

Section 2. The Authority and DRCS each currently estimates there will be created at the Project by the year 2034 approximately 1,337 full-time equivalent employees, with a total annual payroll of approximately \$27,809,600, upon full build-out of the Project. No employee positions currently exist at the Project and therefore no employee positions will be retained by the Authority or DRCS due to construction of the Project. The estimates provided in this Section 2 are good faith estimates provided pursuant to Section 3735.671(B) of the Ohio Revised Code and shall not be construed in a manner that would limit the amount or term of the tax exemption provided in this Agreement. The parties to this Agreement recognize that the employment and payroll estimates associated with the Project may increase or decrease significantly and that all employees at the Project will be hired by Owners or their respective lessees other than the Authority, DRCS or DRCS Related Entities. The Authority currently has 337 full-time, 15 part-time, 330 permanent and 22 temporary positions at other sites in the State. DRCS currently has zero employees at other sites in the State.

Section 3. Each Owner shall provide or cause to be provided to the applicable tax incentive review council any information reasonably required by that Council to evaluate such Owner's compliance with this Agreement, including returns filed pursuant to Section 5711.02 of the Ohio Revised Code if requested by that Council.

Section 4. Pursuant to Section 3735.67 of the Ohio Revised Code, the Village hereby grants to the Owner of each Building constructed on the CRAA Land within the Stambaugh CRA a tax exemption for such Building of one hundred percent (100%) for fifteen (15) years. The exemption commences the first year for which the Building would first be taxable were that Building not exempt from taxation under this Agreement. No exemption shall commence after December 31, 2034, nor extend beyond December 31, 2049. Each Building constructed as a part of the Project shall be treated separately for purposes of determining its qualification for tax exemption hereunder.

Section 5. The Village agrees that it will not charge the Authority or DRCS an application fee (but the Authority was required to pay the \$750 state application fee as set forth in the recitals) and hereby agrees to waive any annual fee required to be paid under Section 3735.671(D) of the Ohio Revised Code.

Section 6. The Owner of each Building shall pay or cause to be paid such real property taxes as are not exempt under this Agreement and are charged against such property and shall file all tax reports and returns as required by law. If the Owner of a Building fails to pay such taxes or file such returns and reports, the exemption from taxation granted under this Agreement with respect to such Building is rescinded beginning with the year for which such taxes are charged or such reports or returns are required to be filed and thereafter, provided that such failure is not corrected within thirty days after written notice thereof is received by the Owner of the Building.

Section 7. The Village shall perform such acts as are reasonably necessary or appropriate to effect, claim, reserve and maintain the exemption 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 that exemption.

Section 8. If for any reason the Village revokes its designation of the Stambaugh CRA containing the CRAA Land, or the Director of the Ohio Department of Development revokes certification of the Stambaugh CRA containing the CRAA Land, entitlements granted under this Agreement shall continue for the number of years specified under this Agreement unless the Owner of a Building materially fails to fulfill its obligations under this Agreement and the Village terminates or modifies the exemption from taxation granted pursuant to this Agreement with respect to such Building. Any such termination or modification of tax exemption under this Section 8 shall have no effect on the tax exemption granted under this Agreement for any other Building in the Project. The Village agrees that it will not amend or revoke the Stambaugh CRA designation as to the CRAA Land in the Stambaugh CRA, or modify the incentives available under that designation for the CRAA Land, prior to 2034 without the prior written consent of the Authority and DRCS.

Section 9. If the Owner of a Building materially fails to fulfill its obligations under this Agreement, or if the Village determines that the certification as to delinquent taxes required by this Agreement is fraudulent, the Village may terminate or modify the exemption from taxation granted under this Agreement with respect to such Owner's Building; provided, however, that the Village may not terminate or modify the exemption granted or available under this Agreement without the prior written consent of the Authority and DRCS. Any such termination or modification of tax exemption under this Section 9 shall have no effect on the tax exemption granted under this Agreement for any other Building in the Project.

Section 10. The Authority and DRCS each hereby certifies for itself that at the time this Agreement is executed, they do 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 the Authority is liable under Chapter 5733, 5735, 5739, 5741, 5743, 5747, or 5753 of the Ohio Revised Code, or, if such delinquent taxes are owed, they are currently 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. 101, et seq., or such a petition has been filed against them Authority. 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 11. The Authority and DRCS each affirmatively covenants that it does not owe: (1) any delinquent taxes to the State or a political subdivision of the State; (2) 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 or not the amounts owed are being contested in a court of law.

Section 12. The Authority, DRCS and the Village acknowledge that this Agreement must be approved by formal action of the legislative authority of the Village as a condition for the Agreement to take effect. This Agreement takes effect upon such approval.

Section 13. The Village has developed a policy to ensure recipients of Stambaugh CRA tax benefits practice non-discriminating hiring in their operations. By executing this



Agreement, the Owner is committing to following non-discriminating hiring practices and acknowledges that no individual may be denied employment solely on the basis of race, religion, sex, disability, color, national origin or ancestry.

Section 14. The exemption from taxation granted under this Agreement shall be revoked with respect to a Building if it is determined that the Owner of such Building, any successor to such Owner or any related member (as those terms are defined in division (E) of Section 3735.671 of the Ohio Revised Code) has violated the prohibition against entering into this 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 termination or modification of tax exemption under this Section 14 shall have no effect on the tax exemption granted under this Agreement for any other Building in the Project.

Section 15. The Authority affirmatively covenants that it has made no false statements to the State or the Village or any other local political subdivisions in the process of obtaining approval of the Stambaugh CRA incentives for the Project. If any representative of the Authority has knowingly made a false statement to the State or a local political subdivision to obtain the Community Reinvestment Area incentives, the Authority shall be required to immediately return all benefits received under this Agreement pursuant Section 9.66(C)(2) of the Ohio Revised Code and shall be ineligible for any future economic development assistance from the State, any State agency or a political subdivision pursuant to Section 9.66(C)(1) of the Ohio Revised Code. 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 Section 2921.13(D)(1) of the Ohio Revised Code, which is punishable by a fine of not more than \$1,000 and/or a term of imprisonment of not more than six months.

DRCS affirmatively covenants that it has made no false statements to the State or the Village or any other local political subdivisions in the process of obtaining approval of the Stambaugh CRA incentives for the Project. If any representative of DRCS has knowingly made a false statement to the State or a local political subdivision to obtain the Community Reinvestment Area incentives, DRCS shall be required to immediately return all benefits received under this Agreement pursuant Section 9.66(C)(2) of the Ohio Revised Code and shall be ineligible for any future economic development assistance from the State, any State agency or a political subdivision pursuant to Section 9.66(C)(1) of the Ohio Revised Code. 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 Section 2921.13(D)(1) of the Ohio Revised Code, which is punishable by a fine of not more than \$1,000 and/or a term of imprisonment of not more than six months.

Section 16. This Agreement and the benefits and obligations hereof are not transferable or assignable without the express, written approval of the Village, which approval shall not be unreasonably withheld or delayed; provided, however, that the Village agrees not to withhold its approval of such transfer or assignment so long as any transferee or assignee, including any DRCS Related Entity, files with the Village an assumption agreement substantially in the form attached hereto as Exhibit B (an "Assumption Agreement"), wherein such transferee or assignee (i) assumes all obligations of an Owner under this Agreement with respect to one or more Buildings and (ii) certifies to the validity of the representations, warranties and covenants contained herein as to such transferee or assignee. The Village hereby approves the transfer or

assignment of this Agreement and the benefits and obligations hereof, in connection with the purchase and transfer of the Project, from the Authority and/or DRCS to any subsequent Building owner. The Village also hereby approves the transfer or assignment of this Agreement and the benefits and obligations hereof to any entity affiliated with DRCS (including but not limited to, DRCS Related Entities, subsidiaries, affiliates, joint ventures or other arrangements used by DRCS to carry out the terms of this Agreement) or any successor entities to DRCS or its affiliates as a result of a consolidation, reorganization, acquisition or merger. Upon the receipt by the Village of that Assumption Agreement, the transferee or assignee shall have all entitlements and rights as to that Building as if it had been the signatory to this Agreement.

Section 17. The Village and the Authority also have created by Ordinance No. 46-07 adopted December 27, 2007 (the "TIF Resolution"), a one hundred percent (100%), thirty (30)-year tax increment financing ("TIF") pursuant to Sections 5709.40 et seq. of the Ohio Revised Code on the CRAA Land in the Stambaugh CRA. The parties acknowledge that there will be no TIF service payments as to the assessed value of any Building for any period the assessed value of that Building is subject to a tax exemption under Section 4 of this Agreement.

Section 18. No Owner of a Building may, during the term of the exemptions set forth in the TIF Resolution, request any exemption of property taxes other than the CRA and TIF exemptions described in this Agreement without first providing written notice of such request to the superintendent of the Groveport Madison Local School District and the superintendent of the Hamilton Local School District no less than 14 days before such request.

Section 19. No Owner of a Building may, during the term of the CRA exemption for the Building, file a real property tax valuation complaint for such Building or the land on which the Building is situated without first providing written notice of such complaint to the superintendent of the Groveport Madison Local School District and the superintendent of the Hamilton Local School District no less than 14 days before filing such complaint.

Section 20. 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.

[signature page follows]

IN WITNESS WHEREOF, the Village, the Authority and DRCS have caused this Agreement to be executed in their respective names by their duly authorized officers as of the date hereinabove written.

VILLAGE OF OBETZ, OHIO

By: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

Approved as to Form:

\_\_\_\_\_  
Eugene L. Hollins  
Village Counsel

COLUMBUS REGIONAL AIRPORT AUTHORITY

By: \_\_\_\_\_

Printed: \_\_\_\_\_ Elaine Roberts

Title: \_\_\_\_\_ President & CEO

DRCS, LLC

By: Duke Construction Limited Partnership,  
an Indiana limited partnership,  
Managing Member

By: Duke Business Centers Corporation,  
an Indiana corporation,  
its general partner

By: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

## EXHIBIT A

### DEPICTION OF STAMBAUGH CRA

The shaded area on the attached map specifically identifies and depicts the property comprising the Stambaugh CRA and constitutes part of this Exhibit A.

#### Current Tax Parcels:

152-001918  
152-001919  
152-001920  
152-001921  
186-000400  
186-000401

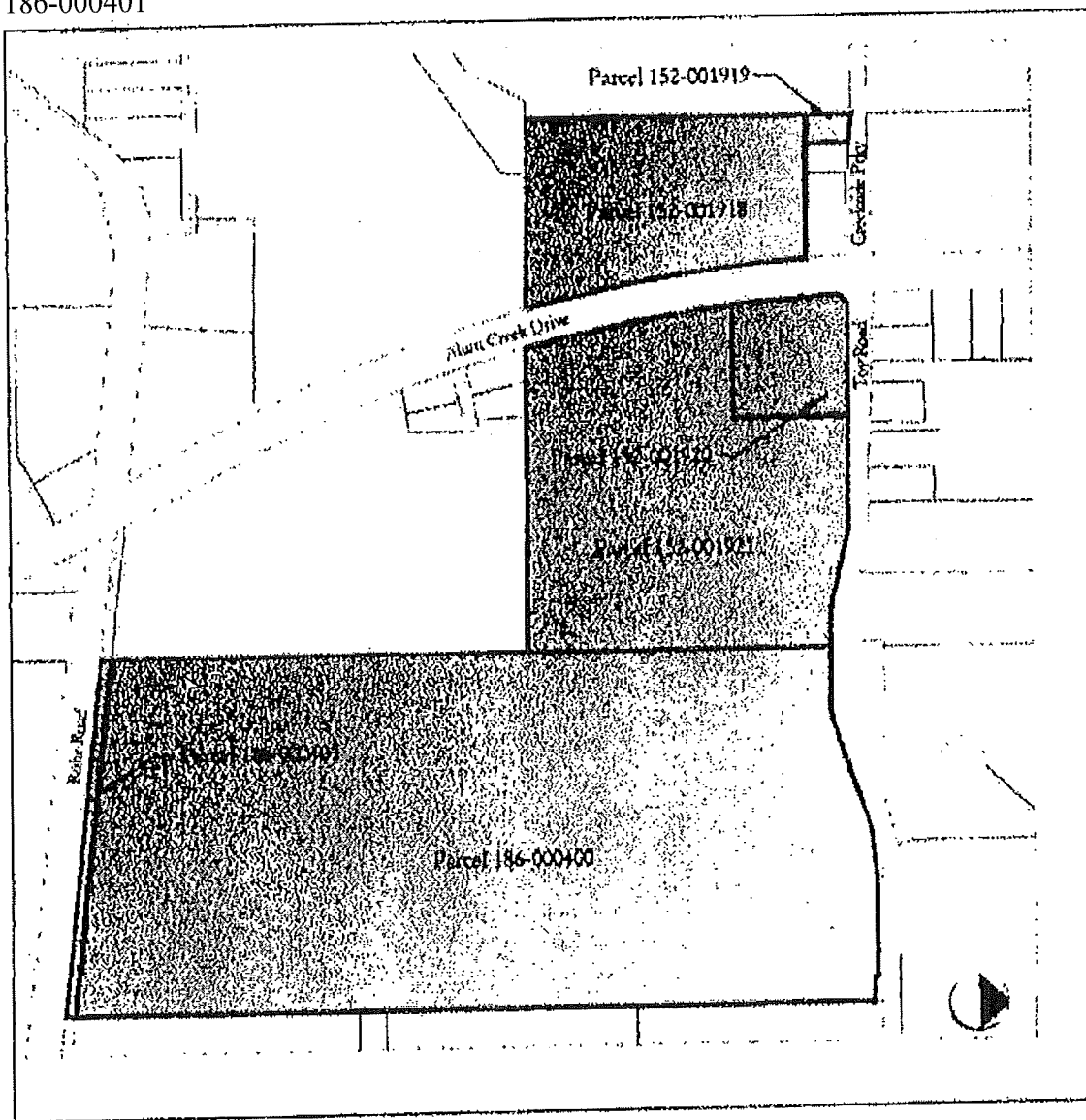




EXHIBIT B

FORM OF PARTIAL ASSIGNMENT AND ASSUMPTION AGREEMENT

PARTIAL ASSIGNMENT AND ASSUMPTION AGREEMENT

This PARTIAL ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Agreement") is made and entered into by and between [COLUMBUS REGIONAL AIRPORT AUTHORITY (the "Authority"), a port authority and political subdivision of the State of Ohio (the "State")] [or DRCS LLC ("DRCS"), a Delaware limited liability company] [or other assigning entity (the "Assignor")], and \_\_\_\_\_ ("\_\_\_\_\_"), a \_\_\_\_\_, as of \_\_\_\_\_ 200\_ (the "Effective Date"). Except as otherwise provided herein, capitalized terms used herein shall have the same meaning as in the Amended and Restated Community Reinvestment Area Agreement (Stambaugh CRA) dated \_\_\_\_\_, 2015 (the "Amended and Restated CRA Agreement"), between the Village of Obetz, Ohio (the "Village"), a political subdivision duly organized and validly existing under the constitution and laws of the State, the Authority and DRCS.

WITNESSETH:

WHEREAS, pursuant to Section 3735.66 of the Ohio Revised Code, the Village has by its Ordinance No. 45-07 passed December 27, 2007 (the "CRA Ordinance"), designated the area specified in that CRA Ordinance as the "Stambaugh Community Reinvestment Area" (the "Stambaugh CRA") and authorized real property tax exemptions for industrial buildings and related site improvements, and that designation was approved by the Ohio Director of Development on October 22, 2008; and

WHEREAS, on August 9, 2010, pursuant to Ordinance No. 24-10 passed by the Village on that date, the Authority and the Village entered into that certain CRA Agreement (the "Original CRA Agreement") relating to the development of a series of retail, non-retail business and industrial facilities and related site improvements on the CRAA Land (all as defined and more particularly described in the Original CRA Agreement and the Amended and Restated CRA Agreement and referred to herein as the "Project"); and

WHEREAS, on \_\_\_\_\_, 2015, pursuant to Ordinance No. \_\_\_\_\_-15 passed by the Village on that date, the Authority and the Village entered into the Amended and Restated CRA Agreement; and

WHEREAS, [the Authority] [DRCS] intends to enter into a ground lease with [DRCS/other Assignee] whereby [DRCS, LLC/other Assignee] will own any Building constructed on the Transferred Property (defined below)[the [Authority/DRCS/Assignor] intends to execute a Quit-Claim Deed by which \_\_\_\_\_ will succeed to the interest of the [Authority/DRCS/Assignor] for] the portion of the CRAA Land that is to be [leased/conveyed] to \_\_\_\_\_ (that portion being referred to herein as the "Transferred Property" and is further described on Exhibit A hereto); and

WHEREAS, in connection with the anticipated and planned [lease/conveyance] of the Transferred Property by the [Authority/DRCSAssignor] to \_\_\_\_\_, \_\_\_\_\_ now wishes to assume the rights and obligations of the [Authority/Assignor] under the Amended and Restated CRA Agreement, and the Village by Ordinance No. \_\_\_\_\_ - \_\_\_\_\_ passed \_\_\_\_\_, 20\_\_\_\_, has approved the assignment to and assumption by [Assignee] of those benefits and obligations on the terms set forth in the Amended and Restated CRA Agreement by approving the execution and delivery of this Agreement; and

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

1. From and after the date of execution of this Agreement, \_\_\_\_\_ 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 Amended and Restated CRA Agreement to be performed and observed by the Owner with respect to the Transferred Property; and (ii) certifies to the validity, as to \_\_\_\_\_ as of the date of this Agreement, of the representations, warranties and covenants made by the Authority in the Amended and Restated CRA Agreement with respect to the Transferred Property. Such obligations, agreements, covenants, restrictions and warranties include, but are not limited to, those contained in the following Sections of the Amended and Restated CRA Agreement: Section 5 (initial fee and annual fee requirements), Section 6 (payment of non-exempt taxes), Section 10 (certification as to no delinquent taxes), Section 11 (covenant as to no past due payments to the state), Section 13 (non-discriminatory hiring) and Section 15 (covenant as to no false statements). In addition, to supplement Section 1 and Section 2 and to provide detailed investment and job creation estimates, \_\_\_\_\_ represents that there will be created on the Transferred Property in 20\_\_\_\_ approximately \_\_\_\_\_ full-time equivalent employees ("FTE") and that the total cost of construction of its portion of the Project exceeds \$\_\_\_\_\_. The estimates provided in this Section 1 are good faith estimates provided pursuant to Section 3735.671(B) of the Ohio Revised Code and shall not be construed in a manner that would limit the amount or term of the tax exemption provided in this Agreement. The parties to this Agreement recognize that the employment and payroll estimates associated with the Transferred Property may increase or decrease significantly and that all employees at the Transferred Property will be hired by Owners other than the [Authority/DRCS/Assignor] or their lessees. \_\_\_\_\_ agrees to timely provide all job posting to the Village's Jobs Program office for hiring employees to fill new full-time and part-time positions to ensure that Village residents are given a fair opportunity to apply for these employment opportunities. \_\_\_\_\_ currently has \_\_\_\_\_ full-time, \_\_\_\_\_ part-time, \_\_\_\_\_ permanent and \_\_\_\_\_ temporary positions at other sites in the State.

2. \_\_\_\_\_ further certifies that (i) \_\_\_\_\_ is not a party to a prior agreement granting an exemption from property taxation for a structure in Ohio, at which structure \_\_\_\_\_ 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 \_\_\_\_\_ 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 Revised Code Section 3735.671(E).

3. \_\_\_\_\_ further certifies that it is in compliance with State of Ohio campaign financing laws contained in Revised Code Chapter 3517, including, but not limited to, divisions (I)(1) and (3) and (J)(1) and (3) of Revised Code Section 3517.13, as applicable. \_\_\_\_\_ further hereby certifies that neither it nor any person, company, affiliated group or organization that holds, owns or otherwise has a controlling interest in it has provided material assistance to an organization listed on the U.S. Department of State Terrorist Exclusion List, it acknowledges receipt of a current version of the Terrorist Exclusion List and it shall provide to the Village a fully completed and executed Declaration Regarding Material Assistance/Nonassistance to a Terrorist Organization, utilizing the current form provided by the Ohio Department of Public Safety. Finally, \_\_\_\_\_ hereby certifies that it is not aware of any violations of any provisions of Revised Code Section 2921.42 in connection with this Agreement.

4. \_\_\_\_\_ acknowledges that, by virtue of Village Ordinance No. 46-07 passed December 27, 2007, the Village has approved and created a 100% 30-year tax increment financing ("TIF") that includes the Transferred Property and requires \_\_\_\_\_ to make service payments in lieu of taxes (the "Service Payments") pursuant to Sections 5709.40 et seq. of the Revised Code (the "TIF Statutes"); *provided* that (i) \_\_\_\_\_ will not, under any circumstances, be required for any tax year to pay both real property taxes and Service Payments with respect to any Improvement (as defined in the TIF Statutes), and (ii) no Service Payments shall be required as to any portion of the Improvement for any period it is subject to a real property tax exemption under the Amended and Restated CRA Agreement. \_\_\_\_\_ agrees to cooperate in the execution or any further agreements and documents and any real property declaration of covenants for the purpose of implementing and securing that tax increment financing provided for in Section 17 of the Amended and Restated CRA Agreement.

5. The Village agrees that, from and after the Effective Date, as to the Transferred Property, [\_\_\_\_\_] has and shall have all entitlements and rights to tax exemptions, and obligations, as both (a) an "Owner" under the Amended and Restated CRA Agreement, and (b) in the same manner and with like effect as if [\_\_\_\_\_] had been an original signatory (i.e., the Authority or DRCS) to the CRA Agreement, including, but not limited to, the commitment of the Village not to terminate or modify the exemptions granted or available under the CRA Agreement with respect to the Transferred Property without the consent of [\_\_\_\_\_] ].

6. Notices to \_\_\_\_\_ with respect to the Amended and Restated CRA Agreement shall be addressed as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

8. Upon execution of this Agreement, the [Authority/DRCS/Assignor] is released from all liability under the Amended and Restated CRA Agreement with respect to the Transferred Property.

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

[COLUMBUS REGIONAL AIRPORT AUTHORITY][DRCS][ASSIGNOR]

By:\_\_\_\_\_

Print Name:\_\_\_\_\_

Title:\_\_\_\_\_

\_\_\_\_\_

By:\_\_\_\_\_

Print Name:\_\_\_\_\_

Title:\_\_\_\_\_



This Agreement is acknowledged by:

Village of Obetz, Ohio

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
Eugene L. Hollins  
Village Counsel

EXHIBIT A

TRANSFERRED PROPERTY

[to be added upon assignment]

## **COMMUNITY REINVESTMENT AREA SCHOOL COMPENSATION AGREEMENT (STAMBAUGH CRA)**

This Community Reinvestment Area School Compensation Agreement (this "Agreement") by and between the Groveport Madison Local School District, a public school district with its principal offices at 5940 Clyde Moore Drive, Groveport, Ohio 43125 (the "School District"), and the Village of Obetz (the "Village"), a municipal corporation with its offices at 4175 Alum Creek Drive, Obetz, Ohio 43207, specifies the manner and procedure to be used pursuant Ohio Revised Code ("ORC") Section 5709.82, authorizing general compensation and income tax revenue sharing on new municipal income tax revenues relating to community reinvestment area projects in the Stambaugh CRA referred to herein.

**Whereas**, the Ohio Community Reinvestment Area Program, pursuant to ORC Section 3735.66, authorizes municipalities to grant real property tax exemptions on eligible new investments; and

**Whereas**, the Village, by its Ordinance No. 45-07 adopted December 27, 2007 (as amended by Ordinance No. 24-10 adopted August 9, 2010), designated an area within the municipality the "Stambaugh Community Reinvestment Area" (the "Stambaugh CRA"); and

**Whereas**, effective October 22, 2008, the Director of the Ohio Department of Development determined the area designated by the municipality within Ordinance No. 45-07 contains the characteristics set forth in Section 3735.66 of the ORC and certified the area as a "Community Reinvestment Area" pursuant to Section 3735.66; and

**Whereas**, the Village has previously entered into a Community Reinvestment Area Agreement (Stambaugh CRA) (the "Original CRA Agreement") with the Columbus Regional Airport Authority (the "Authority") providing for real property tax exemptions for fifteen (15) years of one hundred percent (100%) of the value of the structures and related site improvements to be developed on the approximately 165 acres of land comprising the Stambaugh CRA as of the date hereof (the "Project"); and

**Whereas**, the Village, the Authority and DRCS LLC ("DRCS"), a Delaware limited liability company, desire to enter into that certain Amended and Restated Community Reinvestment Area Agreement (Stambaugh CRA) (the "Amended and Restated CRA Agreement"), to amend and restate the Original CRA Agreement; and

**Whereas**, the Village provided the Eastland-Fairfield Career and Technical School Board of Education notice of the Original CRA Agreement and the Amended CRA Agreement as required within ORC section 5709.83, and the School District, by its Resolution No. \_\_\_\_ adopted by its Board of Education on \_\_\_\_\_, 2015, approved this Agreement and waived any prior notice required by the Ohio Revised Code for and approved the Amended and Restated CRA Agreement; and

**Whereas**, the Village and the School District desire to enter into this Agreement pursuant to ORC section 5709.82 to provide for income tax revenue sharing with the School District relating to Stambaugh CRA projects;

**Now Therefore**, in consideration of the foregoing and of the mutual promises, covenants and agreements hereinafter set forth, the School District and the Village agree to the foregoing and as follows:

**Section 1. Definitions.** The following terms shall have the meanings set forth below:

“Exemption Year” shall mean any tax year for which the Project would be taxable but for the Amended and Restated CRA Agreement.

“Municipal Payment Amount” shall be equal to fifty percent (50%) of the total annual municipal income tax revenues received by the Village from its levy on the wages, salaries, commissions and other compensation of “new employees” at the Project as a result of the Amended and Restated CRA Agreement, including persons employed in the construction of any part of the Project.

“New Employee” means (i) persons employed in the construction of real property associated with the Project that is exempted from taxation under the CRA Agreement, and (ii) persons not described in clause (i) of this sentence who are first employed at the Project and who have not been subject to the Obetz municipal income tax within the previous two years on income derived from employment prior to being employed at the Project.

**Section 2. Municipal Payment Amount.** For each Exemption Year, the Village shall pay the Municipal Payment Amount to the School District. The Municipal Payment amount resulting from municipal income tax collected by the Village with respect to persons employed in the construction of real property associated with the Project for periods prior to the first exemption year shall be paid by the Village to the School District by March 31 of the year following the year in which such municipal income tax was collected. The parties agree that the payments provided for under this Agreement is in lieu of any other payments by the Village to the School District under ORC Section 5709.82 of the Revised Code.

**Section 3. Timing of Municipal Payments.** The Village shall pay the School District the required Municipal Payment Amount by March 31 of the calendar year following each Exemption Year. The payment will include an itemization of the municipal income tax collections attributed to “new employees” employed at the Project as a result of the Amended and Restated CRA Agreement, including persons employed in the construction of any part of the project. Should all income tax revenue collections not be collected by March 31, the Village shall make a partial payment, as well as provide an estimate of the revenues to be collected and the date payment will be finalized. All previous year payments will be completed by June 30 or the Village will make a “summary estimate” of the payment balance due and complete the payment by June 30. Should the “summary estimate” vary from the final payment due, the corrective adjustment will be made upon final verifications.

**Section 4. School District Consent and Waiver of Notice.** The School District hereby approves the Amended and Restated CRA Agreement and the tax exemptions provided therein (including all assignments thereof), which will be for one hundred percent (100%) of the new retail and/or non-retail business and/or industrial structures for a period of fifteen (15) years for each new structure the "Stambaugh CRA Exemptions"). The School District hereby waives any notice to which it may be entitled under Ohio Revised Code Sections 3735.67, 3735.671, 5709.83 and 5715.27 with respect to those Stambaugh CRA Exemptions, and agrees it will not object to any Stambaugh CRA Exemption or any exemption application filed pursuant to the Amended and Restated CRA Agreement that seeks to claim any Stambaugh CRA Exemption. The School District also agrees to cooperate with the Authority, DRCS, and any successor owners of the subject property to ensure that the Stambaugh CRA Exemptions can continue to be claimed under the Amended and Restated CRA Agreement for the subject property, including, without limitation, joining in the execution of any and all documentation and/or certifications required in connection with such exemption.

**Section 5. Non-school Tax Increment Financing District.** The parties acknowledge and agree that the Village, by its Ordinance 46-07, passed December 27, 2007, has created the Stambaugh Tax Increment Financing ("TIF") District in accordance with Sections 5709.40, 5709.42, and 5709.43 of the Ohio Revised Code, which TIF is a non-school TIF whereby the School District will receive a portion of the service payments in an amount equal to the real property taxes that the School District would have been paid if the Project had not been exempt from taxation pursuant to; provided, however, that the Stambaugh CRA Exemption will take precedence over the TIF such that, during the period any CRA Exemption applies to a structure on a parcel, the amount of service payments received by the School District will only be based on increases in land value of that parcel subject to the TIF and any increase in value of a structure which is not subject to that CRA Exemption.

**Section 6. Amendments.** This Agreement may be amended or modified by the parties, only in writing, signed by all parties to the Agreement or by applicable law changes.

**Section 7. Entire Agreement.** This Agreement sets forth the entire agreement and understanding between the parties as to the subject matter contained herein and merges and supersedes all prior discussions, agreements, and undertakings of every kind and nature between the parties with respect to the subject matter of this Agreement.

**Section 8. Notices.** All payments, certificates, reports and notices which are required to or may be given pursuant to the provisions of this Agreement shall be sent by regular mail, postage prepaid, and shall be deemed to have been given or delivered when so mailed to the following addresses:

Municipality: Village of Obetz  
4175 Alum Creek Drive  
Obetz, Ohio 43207  
Attn: Village Administrator

Board of Education: Groveport Madison Local School District



5940 Clyde Moore Drive  
Groveport, Ohio 43125  
Attn: Superintendent

Any party may change its contact or address for receiving notices and reports by giving written notice of such change to the other parties.

**Section 9. Severability of Provisions.** The invalidity of any provision of this Agreement shall not affect the other provisions of this Agreement, and this Agreement shall be construed in all respects as if any invalid portions were omitted.

In witness thereof, the parties have caused this Agreement to be executed as of this \_\_\_\_ day of \_\_\_\_ 2015.

**VILLAGE OF OBETZ**

By: \_\_\_\_\_  
Its: \_\_\_\_\_

**GROVEPORT MADISON LOCAL SCHOOL DISTRICT**

By: \_\_\_\_\_  
Its: \_\_\_\_\_

## **COMMUNITY REINVESTMENT AREA SCHOOL COMPENSATION AGREEMENT (STAMBAUGH CRA)**

This Community Reinvestment Area School Compensation Agreement (this "Agreement") by and between the Hamilton Local School District, a public school district with its principal offices at 775 Rathmell Road, Columbus, Ohio 43207 (the "School District"), and the Village of Obetz (the "Village"), a municipal corporation with its offices at 4175 Alum Creek Drive, Obetz, Ohio 43207, specifies the manner and procedure to be used pursuant Ohio Revised Code ("ORC") Section 5709.82, authorizing general compensation and income tax revenue sharing on new municipal income tax revenues relating to community reinvestment area projects in the Stambaugh CRA referred to herein.

**Whereas**, the Ohio Community Reinvestment Area Program, pursuant to ORC Section 3735.66, authorizes municipalities to grant real property tax exemptions on eligible new investments; and

**Whereas**, the Village, by its Ordinance No. 45-07 adopted December 27, 2007 (as amended by Ordinance No. 24-10 adopted August 9, 2010), designated an area within the municipality the "Stambaugh Community Reinvestment Area" (the "Stambaugh CRA"); and

**Whereas**, effective October 22, 2008, the Director of the Ohio Department of Development determined the area designated by the municipality within Ordinance No. 45-07 contains the characteristics set forth in Section 3735.66 of the ORC and certified the area as a "Community Reinvestment Area" pursuant to Section 3735.66; and

**Whereas**, the Village has previously entered into a Community Reinvestment Area Agreement (Stambaugh CRA) (the "Original CRA Agreement") with the Columbus Regional Airport Authority (the "Authority") providing for real property tax exemptions for fifteen (15) years of one hundred percent (100%) of the value of the structures and related site improvements to be developed on the approximately 165 acres of land comprising the Stambaugh CRA as of the date hereof (the "Project"); and

**Whereas**, the Village, the Authority and DRCS LLC ("DRCS"), a Delaware limited liability company, desire to enter into that certain Amended and Restated Community Reinvestment Area Agreement (Stambaugh CRA) (the "Amended and Restated CRA Agreement"), to amend and restate the Original CRA Agreement; and

**Whereas**, the Village provided the Eastland-Fairfield Career and Technical School Board of Education notice of the Original CRA Agreement and the Amended CRA Agreement as required within ORC section 5709.83, and the School District, by its Resolution No. \_\_\_ adopted by its Board of Education on \_\_\_\_\_, 2015, approved this Agreement and waived any prior notice required by the Ohio Revised Code for and approved the Amended and Restated CRA Agreement; and

**Whereas**, the Village and the School District desire to enter into this Agreement pursuant to ORC section 5709.82 to provide for income tax revenue sharing with the School District relating to Stambaugh CRA projects;

**Now Therefore**, in consideration of the foregoing and of the mutual promises, covenants and agreements hereinafter set forth, the School District and the Village agree to the foregoing and as follows:

**Section 1. Definitions.** The following terms shall have the meanings set forth below:

“Exemption Year” shall mean any tax year for which the Project would be taxable but for the Amended and Restated CRA Agreement.

“Municipal Payment Amount” shall be equal to fifty percent (50%) of the total annual municipal income tax revenues received by the Village from its levy on the wages, salaries, commissions and other compensation of “new employees” at the Project as a result of the Amended and Restated CRA Agreement, including persons employed in the construction of any part of the Project.

“New Employee” means (i) persons employed in the construction of real property associated with the Project that is exempted from taxation under the CRA Agreement, and (ii) persons not described in clause (i) of this sentence who are first employed at the Project and who have not been subject to the Obetz municipal income tax within the previous two years on income derived from employment prior to being employed at the Project.

**Section 2. Municipal Payment Amount.** For each Exemption Year, the Village shall pay the Municipal Payment Amount to the School District. The Municipal Payment amount resulting from municipal income tax collected by the Village with respect to persons employed in the construction of real property associated with the Project for periods prior to the first exemption year shall be paid by the Village to the School District by March 31 of the year following the year in which such municipal income tax was collected. The parties agree that the payments provided for under this Agreement is in lieu of any other payments by the Village to the School District under ORC Section 5709.82 of the Revised Code.

**Section 3. Timing of Municipal Payments.** The Village shall pay the School District the required Municipal Payment Amount by March 31 of the calendar year following each Exemption Year. The payment will include an itemization of the municipal income tax collections attributed to “new employees” employed at the Project as a result of the Amended and Restated CRA Agreement, including persons employed in the construction of any part of the project. Should all income tax revenue collections not be collected by March 31, the Village shall make a partial payment, as well as provide an estimate of the revenues to be collected and the date payment will be finalized. All previous year payments will be completed by June 30 or the Village will make a “summary estimate” of the payment balance due and complete the payment by June 30. Should the “summary estimate” vary from the final payment due, the corrective adjustment will be made upon final verifications.

**Section 4. School District Consent and Waiver of Notice.** The School District hereby approves the Amended and Restated CRA Agreement and the tax exemptions provided therein (including all assignments thereof), which will be for one hundred percent (100%) of the new retail and/or non-retail business and/or industrial structures for a period of fifteen (15) years for each new structure the "Stambaugh CRA Exemptions"). The School District hereby waives any notice to which it may be entitled under Ohio Revised Code Sections 3735.67, 3735.671, 5709.83 and 5715.27 with respect to those Stambaugh CRA Exemptions, and agrees it will not object to any Stambaugh CRA Exemption or any exemption application filed pursuant to the Amended and Restated CRA Agreement that seeks to claim any Stambaugh CRA Exemption. The School District also agrees to cooperate with the Authority, DRCS, and any successor owners of the subject property to ensure that the Stambaugh CRA Exemptions can continue to be claimed under the Amended and Restated CRA Agreement for the subject property, including, without limitation, joining in the execution of any and all documentation and/or certifications required in connection with such exemption.

**Section 5. Non-school Tax Increment Financing District.** The parties acknowledge and agree that the Village, by its Ordinance 46-07, passed December 27, 2007, has created the Stambaugh Tax Increment Financing ("TIF") District in accordance with Sections 5709.40, 5709.42, and 5709.43 of the Ohio Revised Code, which TIF is a non-school TIF whereby the School District will receive a portion of the service payments in an amount equal to the real property taxes that the School District would have been paid if the Project had not been exempt from taxation pursuant to; provided, however, that the Stambaugh CRA Exemption will take precedence over the TIF such that, during the period any CRA Exemption applies to a structure on a parcel, the amount of service payments received by the School District will only be based on increases in land value of that parcel subject to the TIF and any increase in value of a structure which is not subject to that CRA Exemption.

**Section 6. Amendments.** This Agreement may be amended or modified by the parties, only in writing, signed by all parties to the Agreement or by applicable law changes.

**Section 7. Entire Agreement.** This Agreement sets forth the entire agreement and understanding between the parties as to the subject matter contained herein and merges and supersedes all prior discussions, agreements, and undertakings of every kind and nature between the parties with respect to the subject matter of this Agreement.

**Section 8. Notices.** All payments, certificates, reports and notices which are required to or may be given pursuant to the provisions of this Agreement shall be sent by regular mail, postage prepaid, and shall be deemed to have been given or delivered when so mailed to the following addresses:

Municipality: Village of Obetz  
4175 Alum Creek Drive  
Obetz, Ohio 43207  
Attn: Village Administrator

Board of Education: Hamilton Local School District



775 Rathmell Road  
Columbus, Ohio 43207  
Attn: Superintendent

Any party may change its contact or address for receiving notices and reports by giving written notice of such change to the other parties.

**Section 9. Severability of Provisions.** The invalidity of any provision of this Agreement shall not affect the other provisions of this Agreement, and this Agreement shall be construed in all respects as if any invalid portions were omitted.

In witness thereof, the parties have caused this Agreement to be executed as of this \_\_\_\_ day of \_\_\_\_\_ 2015.

**VILLAGE OF OBETZ**

By: \_\_\_\_\_  
Its: \_\_\_\_\_

**HAMILTON LOCAL SCHOOL DISTRICT**

By: \_\_\_\_\_  
Its: \_\_\_\_\_