

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

Resolution

Number 24-0537

Adopted Date April 23, 2024

HIRING SCOTT DANE AS SEWER COLLECTIONS WORKER III WITHIN THE WATER AND SEWER DEPARTMENT

BE IT RESOLVED, to hire Scott Dane, as Sewer Collections Worker III, within the Water and Sewer Department, full-time, non-exempt, Pay Range 17, at a pay rate of \$28.84 per hour, effective May 6, 2024, subject to negative background check, drug screen and a 365-day probationary period.

BE IT FURTHER RESOLVED, Mr. Dane will not be eligible for the typical three (3) percent increase upon completion of probation, as his wage reflects his experience.

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

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

Resolution adopted this 23rd day of April 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

H/R

cc: Water and Sewer (file)
S. Dane's Personnel file
OMB-Sue Spencer

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

Resolution

Number 24-0538

Adopted Date April 23, 2024

APPROVING THE END OF A 365-DAY PROBATIONARY PERIOD AND A PAY INCREASE FOR JADON FLANNERY WITHIN THE WARREN COUNTY WATER AND SEWER DEPARTMENT

WHEREAS, Jadon Flannery, Water Treatment Plant Operator I within the Warren County Water and Sewer Department, has successfully completed a 365-day probationary period.

NOW THEREFORE BE IT RESOLVED, to approve Jadon Flannery's completion of 365-day probationary period and to approve a pay increase to end of probationary rate of \$26.78 per hour effective pay period beginning May 6, 2024.

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

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

Resolution adopted this 23rd day of April 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Water and Sewer (file)
J. Flannery's Personnel File
OMB – Sue Spencer

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

Resolution

Number 24-0539

Adopted Date April 23, 2024

APPROVING THE END OF A 365-DAY PROBATIONARY PERIOD AND A PAY INCREASE FOR JEREMY TURNMIRE WITHIN THE WARREN COUNTY WATER AND SEWER DEPARTMENT

WHEREAS, Jeremy Turnmire, Water Treatment Plant Operator I within the Warren County Water and Sewer Department, has successfully completed a 365-day probationary period.

NOW THEREFORE BE IT RESOLVED, to approve Jeremy Turnmire's completion of 365-day probationary period and to approve a pay increase to end of probationary rate of \$26.78 per hour effective pay period beginning May 6, 2024.

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

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

Resolution adopted this 23rd day of April 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Water and Sewer (file)
J. Turnmire's Personnel File
OMB – Sue Spencer

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

Resolution

Number 24-0540

Adopted Date April 23, 2024

ACCEPTING THE RESIGNATION OF BAILEY RANALDO, FELLOWSHIP STUDENT, WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION, EFFECTIVE APRIL 25, 2024

BE IT RESOLVED, to accept the resignation, of Bailey Ranaldo, Fellowship Student, within the Warren County Department of Job and Family Services, Children Services Division, effective April 25, 2024.

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

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

Resolution adopted this 23rd day of April 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Children Services (file)
Bailey Ranaldo's Personnel File
OMB – Sue Spencer
Tammy Whitaker

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

Resolution

Number 24-0541

Adopted Date April 23, 2024

CANCELLING THE REGULARLY SCHEDULED COMMISSIONERS' MEETING OF
THURSDAY, APRIL 25, 2024

BE IT RESOLVED, to cancel the regularly scheduled Commissioners' Meeting of Thursday, April 25, 2024.

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

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

Resolution adopted this 23rd day of April 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

/kp

cc: Auditor
Commissioners' file
Press

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

Resolution

Number 24-0542

Adopted Date April 23, 2024

APPROVING A NOTICE OF INTENT TO AWARD BID TO JOHN R. JURGENSEN COMPANY FOR THE 2024 RESURFACING PROJECT

WHEREAS, bids were closed at 9:30 a.m. on April 16, 2024, and the bids received were opened and read aloud for the 2024 Resurfacing Project, and the results are on file in the Commissioners' Office; and

WHEREAS, upon review of such bids by Michael Ryan, Project Technician, John R. Jurgensen Company has been determined to be the lowest and best bidder.

NOW THEREFORE BE IT RESOLVED, upon recommendation of the Warren County Engineer, that it is the intent of this Board to award the contract to John R. Jurgensen Company, 11641 Mosteller Road., Cincinnati, Ohio, 45241 for a total bid price of \$5,681,645.72; and

BE IT FURTHER RESOLVED, that the President of the Board is hereby authorized to execute a "Notice of Intent to Award."

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

Mr. Young -- yea
Mr. Grossmann -- yea
Mrs. Jones -- yea

Resolution adopted this 23rd day of April 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Engineer (file)
OMB Bid file

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

Resolution

Number 24-0543

Adopted Date April 23, 2024

APPROVING NOTICE OF INTENT TO AWARD BID TO SUNESIS CONSTRUCTION CO,
FOR THE 2024 CARLISLE AREA LIFT STATION UPGRADES – PHASE 3 PROJECT

WHEREAS, bids were closed at 11:00 a.m., on April 11, 2024, and the bids received were opened and read aloud for the 2024 Carlisle Area Lift Station Upgrades – Phase 3 Project, and the results are on file in the Commissioners' Office; and

WHEREAS, upon review of such bids by Kathryn Gilbert, Staff Engineer, Sunesis Construction Co. has been determined to be the lowest and best bidder.

NOW THEREFORE BE IT RESOLVED, upon recommendation of the Warren County Water and Sewer Department, that it is the intent of this Board to award the contract to Sunesis Construction Co., 2610 Crescentville Road, West Chester, Ohio, 45069 for a total bid price of \$165,307.00; and

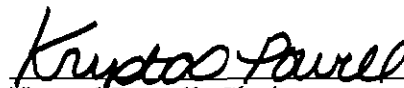
BE IT FURTHER RESOLVED, that the President of the Board is hereby authorized to execute a "Notice of Intent to Award."

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

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

Resolution adopted this 23rd day of April 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Water/Sewer (file)
OMB Bid file

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

Resolution

Number 24-0544

Adopted Date April 23, 2024

APPROVE COUNTY MOTOR VEHICLE TAX (CVT-387) FOR THE CITY OF CARLISLE
IN THE AMOUNT OF \$248,768.31

BE IT RESOLVED, to approve the following County Motor Vehicle Tax (CVT-387) for the
City of Carlisle.

<u>Project No.</u>	<u>Description</u>	<u>CVT Funds</u>
CVT – 387	Traffic Signal at the intersection of SR123 (Central Ave) and Union Road	\$248,768.31

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

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

Resolution adopted this 23rd day of April 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Auditor
Engineer (file)
City of Carlisle

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

Resolution

Number 24-0545

Adopted Date April 23, 2024

APPROVING AGREEMENTS AND ADDENDUMS WITH VARIOUS PROVIDERS
RELATIVE TO HOME PLACEMENT AND RELATED SERVICES ON BEHALF OF
WARREN COUNTY CHILDREN SERVICES

BE IT RESOLVED, to enter into the agreements and addendums with the following providers relative to home placement and related services for calendar year 2024-2025, on behalf of Children Services as attached hereto and made a part hereof:

1. The Bair Foundation
2. Ohio MHAS – Keystone Richland Center dba Foundations for Living

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

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

Resolution adopted this 23rd day of April 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: c/a – The Bair Foundation
c/a – Foundations for Living
Children Services (file)

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

Resolution

Number 24-0546

Adopted Date April 23, 2024

**APPROVING AGREEMENTS AND ADDENDUMS WITH VARIOUS PROVIDERS
RELATIVE TO HOME PLACEMENT AND RELATED SERVICES ON BEHALF OF
WARREN COUNTY CHILDREN SERVICES**

BE IT RESOLVED, to enter into the agreements and addendums with the following providers relative to home placement and related services for calendar year 2024-2025, on behalf of Children Services as attached hereto and made a part hereof:


1. Boys to Men Transitional Home Inc.
2. Isaiah's Place, Inc.

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

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

Resolution adopted this 23rd day of April 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: c/a – Boys to Men Transitional Home Inc.
c/a – Isaiah's Place, Inc.
Children Services (file)

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

Resolution

Number 24-0547

Adopted Date April 23, 2024

AUTHORIZING THE COUNTY ENGINEER TO EXECUTE LPA (LOCAL PUBLIC AGENCY) FEDERAL LOCAL – LET PROJECT AGREEMENT WITH THE OHIO DEPARTMENT OF TRANSPORTATION (ODOT) FOR THE GROG RUN ROAD BRIDGE #147-0.47 REHABILITATION PROJECT (PID # 120369)

WHEREAS, the Warren County Engineer determined that a bridge rehabilitation on Grog Run Road needed to be constructed to provide a safe, long-term crossing over a Grog Run while improving the safety of the adjacent roadway; and

WHEREAS, in 2023 the Warren County Engineer applied for and received Federal BFP (Bridge Formula Program) Funding administered by ODOT for the road and bridge improvements on Grog Run Road (Grog Run Road Bridge #147-0.47 Rehabilitation Project - PID # 120369) to be constructed and funded in 2026; and

WHEREAS, it is necessary to enter into a Local Public Agency Federal Local – Let Project Agreement with ODOT in order for the County Engineer to bid out and complete the construction of the project and for ODOT to reimburse the County Engineer for the Federal BFP share of the project costs, which is 100% of the eligible design and construction costs, up to a maximum of \$540,000.

NOW THEREFORE BE IT RESOLVED, to Authorize the County Engineer to execute an LPA (Local Public Agency) Federal Local – Let Project Agreement (Agreement # 39957 - as attached hereto and made a part hereof) with ODOT for the Grog Run Road Bridge #147-0.47 Rehabilitation Project (PID # 120369); copy of agreement attached hereto and made a part hereof.

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

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

Resolution adopted this 23rd day of April 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: c/a – Ohio Department of Transportation
Engineer (file)
Project file
Auditor – B. Quillen

CFDA 20.205

LPA FEDERAL LOCAL-LET PROJECT AGREEMENT

THIS AGREEMENT is made by and between the State of Ohio, Department of Transportation, (ODOT), 1980 West Broad Street, Columbus, Ohio 43223 and **Warren County Engineer's Office, 210 W Main St, Lebanon, OH 45036** (LPA).

1. PURPOSE

- 1.1 The National Transportation Act has made available certain Federal funding for use by local public agencies. The Federal Highway Administration (FHWA) designated ODOT as the agency in Ohio to administer FHWA's Federal funding programs.
- 1.2 Section 5501.03 (D) of the **Ohio Revised Code (ORC)** provides that ODOT may coordinate its activities and enter into contracts with other appropriate public authorities to administer the design, qualification of bidders, competitive bid letting, construction, inspection, and acceptance of any projects administered by ODOT, provided the administration of such projects is performed in accordance with all applicable Federal and State laws and regulations with oversight by ODOT.
- 1.3 The **bridge rehabilitation (SFN 8333076) consisting of replacing the deteriorated superstructure and complete minor substructure repairs and associated roadway related items (PROJECT)** is a transportation activity eligible to receive Federal funding, and which is further defined in the PROJECT scope.
- 1.4 The purpose of this Agreement is to set forth requirements associated with the Federal funds available for the PROJECT and to establish the responsibilities for the local administration of the PROJECT.

2. LEGAL REFERENCES AND COMPLIANCE

- 2.1 This Agreement is authorized and/or governed by the following statutes and/or policies, which are incorporated, by reference, in their entirety:

A. FEDERAL

- 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- 23 CFR 1.33 – Conflicts of Interest
- 23 CFR Part 172 – Procurement, Management and "Administration of Engineering and Design Related Service"
- 23 CFR 630.106 – Authorization to Proceed
- 23 CFR 636.116 – What Organizational Conflict of Interest Requirements Apply to Design-Build Projects?
- 23 CFR Part 645 –Utilities
- 48 CFR Part 31 – Contract Cost Principles and Procedures
- 49 CFR Part 26 –Participation by Disadvantaged Business Enterprises (DBE) in Department of Transportation Financial Assistance Programs
- 23 USC § 112 – Letting of Contracts
- 40 USC §§ 1101-1104 – "Selection of Architects and Engineers"
- Federal Funding Accountability and Transparency Act (FFATA)

B. STATE

- ORC 102.03
- ORC 153.65 -153.71
- ORC 5501.03(D)
- ORC 2921.42 and 2921.43
- Ohio Administrative Code 4733-35-05

C. ODOT

- ODOT's Manual for Administration of Contracts for Professional Services
- ODOT's Specifications for Consulting Services – 2016 Edition
- ODOT's Consultant Prequalification Requirements and Procedures
- ODOT's Construction and Material Specifications Manual
- ODOT's Construction Administration Manual of Procedures
- ODOT's Local-let Manual of Procedures

2.2 The LPA shall comply with all applicable Federal and State laws, regulations, executive orders, and applicable ODOT manuals and guidelines. This obligation is in addition to compliance with any law, regulation, or executive order specifically referenced in this Agreement.

2.3 The LPA shall have on file a completed and approved Local-let Participation Requirement Review Form (FORM) before the first required submission of the Project's Stage Plan Set. Failure to comply will result in the delay of the Federal Authorization for Construction, until the FORM has been completed and approved. Failure to submit a completed FORM will result in the PROJECT reverting to ODOT-let and the LPA will be prohibited from participating in the Local-let Program until the Form is completed and approved by ODOT.

3. FUNDING

3.1 The total cost for the PROJECT is estimated to be **\$ 600,813.07** as set forth in Attachment 1. ODOT shall provide to the LPA **100 percent of the eligible costs, up to a maximum of \$ 540,000 in Federal CEAO local bridge funds.** This maximum amount reflects the funding limit for the PROJECT set by the applicable Program Manager. Unless otherwise provided, funds through ODOT shall be applied only to the eligible costs associated with the actual construction of the PROJECT.

3.2 The LPA shall provide all other financial resources necessary to fully complete the PROJECT, including all 100% Locally funded work, and all cost overruns and contractor claims in excess of the maximum(s) indicated in 3.1 above.

4. PROJECT DEVELOPMENT AND DESIGN

4.1 The LPA and ODOT agree that the LPA is qualified to administer this PROJECT and is in full compliance with all LPA participation requirements.

4.2 The LPA and ODOT agree that the LPA has received funding approval for the PROJECT from the applicable ODOT Program Manager having responsibility for monitoring such projects using the Federal funds involved.

4.3 The LPA shall design and construct the PROJECT in accordance with a recognized set of written design standards. The LPA shall **make use of ODOT's Location and Design Manual (L&D), or the appropriate AASHTO publication).** Even though the LPA may use its own standards, ODOT may require the LPA to use a design based on the L&D Manual for projects that contain a high crash rate or areas of crash concentrations. Where the LPA has adopted ODOT standards for the

PROJECT, the LPA shall be responsible for ensuring that any ODOT standards used for the PROJECT are current and/or updated. The LPA shall be responsible for informing the District LPA Manager of any changes. ODOT's Office of Local Programs

- 4.4 The LPA shall designate a Project Design Engineer, who is a registered professional engineer to serve as the LPA's principal representative for attending to project responsibilities. If the Project Design Engineer is not an employee of the LPA, the LPA must engage the services of a pre-qualified ODOT consultant, who has been chosen using a Qualification-Based Selection (QBS) process, as required pursuant to ORC 153.65 through 153.71. The pre-qualified list is available on the ODOT website at: www.dot.state.oh.us/DIVISIONS/Engineering/CONSULTANT .
- 4.5 If Federal funds are used for a phase of project development and the LPA executes an agreement with a consultant prior to the receipt of the "Authorization" notification from ODOT, ODOT may terminate this Agreement and cease all Federal funding commitments.
- 4.6 ODOT reserves the right to move this PROJECT into a future sale year if the LPA does not adhere to the established PROJECT schedule, regardless of any funding commitments.

5. ENVIRONMENTAL RESPONSIBILITIES

- 5.1 In the administration of this PROJECT, the LPA shall be responsible for conducting any required public involvement events, for preparing all required documents, reports and other supporting materials needed for addressing applicable environmental assessment, for clearance responsibilities for the PROJECT pursuant to the National Environmental Policy Act (NEPA) and related regulations, including but not limited to the requirements of the National Historic Preservation Act, and for securing all necessary permits.
- 5.2 If the LPA does not have the qualified staff to perform any or all of the respective environmental responsibilities, the LPA shall hire an ODOT Pre-Qualified Consultant through a QBS process. The pre-qualified list is available on the ODOT web page at ODOT's Office of Contracts. If the LPA hires a pre-qualified consultant, the LPA shall be responsible for monitoring the consultant's activities and ensuring that the consultant is following all Federal and State laws, regulations, policies, and guidelines.
- 5.3 ODOT shall be responsible for the review of all environmental documents and reports and shall complete all needed coordination activities with State and Federal regulatory agencies toward securing environmental clearance.
- 5.4 The LPA shall be responsible for assuring compliance with all commitments made as part of the PROJECT's environmental clearance and/or permit requirements during the construction of the PROJECT.
- 5.5 The LPA shall require its consultant(s), selected to prepare a final environmental document pursuant to the requirements of NEPA, to execute a copy of a disclosure statement specifying that the consultant(s) has no financial or other interest in the outcome of the PROJECT.
- 5.6 The LPA shall submit a Notice of Intent to the Ohio EPA to obtain coverage under the National Pollution Discharge Elimination System (NPDES) Construction General Permit for all projects where the combined Contractor and Project Earth Disturbing Activity (EDA) are one (1) acre or more. If the LPA chooses not to use ODOT's L&D Vol. 2 on Local-let LPA projects, they may use an alternative post-construction Best Management Practice(BMP)criterion with Ohio EPA approval.

6. RIGHT-OF-WAY(RW)/ UTILITIES/ RAILROAD COORDINATION

- 6.1 All RW Acquisition activities shall be performed by the LPA in accordance with the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (Public Law 91-646) as amended by 49 CFR Part 24 (Uniform Act), any related Federal regulations issued by the FHWA, and any rules, policies, and procedures issued by ODOT.
- 6.2 If existing and newly acquired RW is required for this PROJECT, the LPA shall certify that all RW has been acquired in conformity with Federal and State laws, regulations, policies, and guidelines. Per ODOT's Office of Real Estate, any LPA staff who perform real estate functions shall be prequalified. If the LPA does not have the qualified staff to perform any or all of the respective RW functions, the LPA shall hire an ODOT Pre-qualified Consultant through a QBS process. The LPA shall not hire the same consultant to perform both the appraisal and appraisal review functions. Appraisal review shall be performed by an independent staff or fee reviewer and shall be hired directly by the LPA.
- 6.3 If the LPA hires a pre-qualified consultant, the LPA shall be responsible for monitoring the consultant's activities and ensuring that the consultant is following all Federal and State laws, regulations, policies, and procedures.
- 6.4 All relocation assistance activities shall be performed by the LPA in conformity with Federal and State laws, including the Uniform Act, and any related Federal regulations issued by the FHWA, and any rules, policies, and procedures issued by ODOT. The LPA shall not hire a consultant to perform both the relocation and relocation review functions, nor shall the LPA hire a sub-consultant for Relocation and another sub-consultant for Relocation Review. Relocation Review shall be performed by an independent staff person or independent fee reviewer and shall be hired directly by the LPA.
- 6.5 The LPA shall provide the ODOT District Office with its LPA Certification of Right of Way Control Letter, certifying that all RW property rights necessary for the PROJECT are under the LPA's control, that all RW has been cleared of encroachments, and that utility facilities have been appropriately relocated or accounted for so as not to interfere with project construction activities. ODOT shall make use of the LPA's Certification of Right of Way Control Letter, as well as evaluate the LPA's and/or consultant's performance of the project real estate activities under Titles II and III of the Uniform Act, and, as appropriate, certify compliance to the FHWA. The LPA shall be liable to repay to ODOT all Federal funds disbursed to it under this Agreement if the certification of the LPA is found to be in error or otherwise invalid.
- 6.6 In the administration of this PROJECT, the LPA agrees to follow all procedures described in the ODOT Utilities Manual and 23 CFR Part 645. When applicable, the LPA shall enter into a Utility Relocation Agreement with each utility prior to the letting of construction.
- 6.7 The LPA shall submit all subsequent modifications to the design of the PROJECT and/or any disposal of property rights acquired as part of the PROJECT to ODOT and FHWA for approval. Consistent with Sections 6.1 and 6.4 of this Agreement, the LPA shall assure that, if any property acquired for this PROJECT is subsequently sold for less than fair market value, all Title VI requirements are included in the instrument which transfers the property. Consistent with sections 6.1 and 6.4 of this Agreement, the LPA shall assure that if the LPA grants a permit or license for the property acquired for this PROJECT that the license or permit require the licensee or permit holder to adhere to all Title VI requirements.
- 6.8 Unless by prior written agreement, the LPA shall be responsible for any necessary railroad coordination and agreements. The LPA shall comply with the provisions of Title 23 of the Code of Federal Regulations and applicable chapters of the ORC regarding all activities relating to Railroad-Highway projects.

6.9 No reimbursable construction costs shall be incurred by the LPA prior to the receipt of the "Authorization to Advertise" notification from ODOT. If such costs are incurred, ODOT may terminate this Agreement and cease all Federal funding commitments.

7. ADVERTISING, SALE, AND AWARD

7.1 The LPA **shall not** advertise for bids prior to the receipt of the "Authorization to Advertise" notification from ODOT. Should advertising or work commence prior to the receipt of the "Authorization to Advertise" notification, ODOT shall immediately terminate this Agreement and cease all Federal funding commitments.

7.2 Any use of sole source or proprietary bid items must be approved by the applicable ODOT district. All sole source or proprietary bid items should be brought to the attention of the LPA Manager as soon as possible so as not to cause a delay in the plan package submission process. Bid items for traffic signal and highway lighting projects must be in conformance with ODOT's Traffic Engineering Manual.

7.3 Once the LPA receives Federal authorization to advertise, the LPA may begin advertising activities. Whenever local advertisement requirements differ from Federal advertisement requirements, the Federal requirements shall prevail. The period between the first legal advertising date and the bid opening date shall be a minimum of 21 calendar days. The LPA shall submit to ODOT any addendum to be issued during the advertisement period that changes estimates or materials. ODOT shall review and approve such addendum for project eligibility. All addenda shall be distributed to all potential bidders prior to opening bids and letting the contracts.

7.4 The LPA must incorporate ODOT's LPA Bid Template in its entirety in project bid documents. The template includes Form FHWA-1273, Required Contract Provisions, a set of contract provisions and proposal notices that are required by regulations promulgated by the FHWA and other Federal agencies, which must be included in all contracts as well as appropriate subcontracts and purchase orders.

7.5 The LPA shall require the contractor to be enrolled in, and maintain good standing in, the Ohio Bureau of Workers' Compensation Drug-Free Safety Program (DFSP), or a similar program approved by the Bureau of Workers' Compensation, and the LPA must require the same of any of its subcontractors.

7.6 Only ODOT pre-qualified contractors are eligible to submit bids for this PROJECT. Pre-qualification status must be in effect/current **at the time of award**. For work types that ODOT does not pre-qualify, the LPA must still select a qualified contractor. Subcontractors are not subject to the pre-qualification requirement, unless otherwise directed by the LPA in the bidding documents. In accordance with FHWA Form 1273, Section VII and 23 CFR 635.116, the prime contractor must perform no less than 30% of the total original contract price. The 30%-prime contractor requirement does not apply to design-build contracts.

7.7 In accordance with ORC 153.54, et. seq., the LPA shall require that the selected contractor provide a performance and payment bond in an amount equal to at least 100% of its contract price as security for the faithful performance of its contract. ODOT shall be named an obligee on any bond. If the LPA has 100% locally funded work product within this Agreement, the LPA must allocate the correct percent of the performance and payment bond cost to the 100% locally funded work product.

7.8 Before awarding a contract to the selected contractor, the LPA shall verify that the contractor is not subject to a finding for recovery under ORC 9.24, that the contractor has taken the appropriate remedial steps required under ORC 9.24, or that the contractor otherwise qualifies under the exceptions to this section. Findings for recovery can be viewed on the Auditor of State's website at

<https://ohioauditor.gov/findings.htm> . If the LPA fails to so verify, ODOT may immediately terminate this Agreement and release all Federal funding commitments.

- 7.9 Before awarding a contract to the selected contractor, the LPA shall verify that the contractor is an active registrant on the Federal System for Award Management (SAM). Pursuant to 48 CFR 9.404, contractors that have an active exclusion on SAM are excluded from receiving Federal contracts, certain subcontracts, and certain Federal financial and nonfinancial assistance and benefits. If the LPA fails to so verify, ODOT may immediately terminate this Agreement and release all Federal funding commitments.
- 7.10 Per ORC 9.75(B), the LPA is prohibited from imposing any geographical hiring preference on any bidder in the LPA's bid documents or on any successful contractor in the LPA's award or contract for the construction of the PROJECT.
- 7.11 After analyzing all bids for completeness, accuracy, and responsiveness, per ORC 153.12, the LPA shall approve the award of the contract in accordance with laws and policies governing the LPA within 60 days after bid opening. Within 45 days of that approval, the LPA shall submit to ODOT notification of the project award by submitting a bid tabulation, a copy of the ordinance or resolution, and direct payment information as required in Attachment 2 of this Agreement, if applicable.

8. CONSTRUCTION CONTRACT ADMINISTRATION

- 8.1 The LPA shall provide and maintain competent and adequate project management covering the supervision and inspection of the development and construction of the PROJECT. The LPA shall bear the responsibility of ensuring that construction conforms to the approved plans, surveys, profiles, cross sections, and material specifications. If a consultant is used for engineering and/or inspection activities, the LPA must use a QBS process as required pursuant to ORC 153.65 through 153.71. Any construction contract administration or engineering costs incurred by the LPA or their consultant prior to the construction contract award date will not be eligible for reimbursement under this Agreement.
- 8.2 The LPA must maintain a project daily diary that is up-to-date and contains the following information: all work performed, list of equipment utilized, project personnel and hours worked, pay quantities, daily weather conditions, special notes and instructions to the contractor, and any unusual events occurring on or adjacent to the PROJECT. Additionally, the LPA is responsible for documenting measurements, calculations, material quality, quantity, and basis for payment; change orders, claims, testing and results, traffic, inspections, plan changes, prevailing wage, EEO and DBE, if applicable. The LPA is responsible for ensuring all materials incorporated into the PROJECT comply with ODOT's Construction and Material Specifications and meet the requirements of Appendix J in the LAMP Manual of Procedures.
- 8.3 The LPA shall certify both the quantity and quality of material used, the quality of the work performed, and the amount of construction engineering cost, when applicable, incurred by the LPA for the eligible work on the PROJECT, as well as at the completion of construction. The LPA shall certify that the construction is in accordance with the approved plans, surveys, profiles, cross sections and material specifications or approved amendments thereto.
- 8.4 The Federal-aid Highway Program operates on a reimbursement basis, which requires that costs actually be incurred and paid before a request is made for reimbursement. The LPA shall review and/or approve all invoices prior to payment and prior to requesting reimbursement from ODOT for work performed on the PROJECT. If the LPA is requesting reimbursement, it must provide documentation of payment for the project costs requested. The LPA shall ensure the accuracy of any invoice in both amount and in relation to the progress made on the PROJECT. The LPA must submit to ODOT a written request for either current payment or reimbursement of the Federal/State share of the expenses involved, attaching copies of all source documentation associated with

pending invoices or paid costs. To assure prompt payment, the measurement of quantities and the recording for payment should be performed daily as the items of work are completed and accepted.

- 8.5 ODOT shall pay, or reimburse, the LPA or, at the request of the LPA and with concurrence of ODOT, pay directly to the LPA's construction contractor ("Contractor"), the eligible items of expense in accordance with the cost-sharing provisions of this Agreement. If the LPA requests to have the Contractor paid directly, Attachment 2 to this Agreement shall be completed and submitted with the project bid tabulations, and the Contractor shall be required to establish Electronic Funds Transfer with the State of Ohio (STATE). ODOT shall pay the Contractor or reimburse the LPA within 30 days of receipt of the approved Contractor's invoice from the LPA.
- 8.6 The LPA shall notify ODOT of the filing of any mechanic's liens against the LPA's Contractor within three (3) business days of receipt of notice of the mechanic's lien. Failure to so notify ODOT or failure to process a mechanic's lien in accordance with the provisions of ORC Chapter 1311 may result in the termination of this Agreement. Upon the receipt of notice of a mechanic's lien, ODOT reserves the right to (1) withhold an amount of money equal to the amount of the mechanic's lien that may be due and owing to either the LPA or the Contractor; (2) terminate direct payment to the affected Contractor; or (3) take both actions, until such time as the mechanic's lien is resolved.
- 8.7 Payment or reimbursement to the LPA shall be submitted to:

Neil F. Tunison, P.E., P.S., Warren County Engineer
Warren County Engineer's Office
210 W Main St
Lebanon, OH 45036
neil.tunison@co.warren.oh.us
(513)-695-3301

- 8.8 If, for any reason, the LPA contemplates suspending or terminating the contract of the Contractor, it shall first seek ODOT's written approval. Failure to timely notify ODOT of any contemplated suspension or termination, or failure to obtain written approval from ODOT prior to suspension or termination, may result in ODOT terminating this Agreement and ceasing all Federal funding commitments.
- 8.9 If ODOT approves any suspension or termination of the contract, ODOT reserves the right to amend its funding commitment in paragraph 3.1 and, if necessary, unilaterally modify any other term of this Agreement in order to preserve its Federal mandate. Upon request, the LPA agrees to assign all rights, title, and interests in its contract with the Contractor to ODOT to allow ODOT to direct additional or corrective work, recover damages due to errors or omissions, and to exercise all other contractual rights and remedies afforded by law or equity.
- 8.10 Any LPA right, claim, interest, and/or right of action, whether contingent or vested, arising out of, or related to any contract entered into by the LPA for the work to be performed by the Contractor on this PROJECT (the Claim(s)), may be subrogated to ODOT, and ODOT shall have all of the LPA's rights in/to the Claim(s) and against any other person(s) or entity(ies) against which such subrogation rights may be enforced. The LPA shall immediately notify ODOT in writing of any Claim(s). The LPA further authorizes ODOT to sue, compromise, or settle any such Claim(s). It is the intent of the parties that ODOT be fully substituted for the LPA and subrogated to all the LPA's rights to recover under such Claim(s). The LPA agrees to cooperate with reasonable requests from ODOT for assistance in pursuing any action on the subrogated Claim(s) including requests for information and/or documents and/or to testify.
- 8.11 After completion of the PROJECT, and in accordance with 23 USC 116 and applicable provisions of the ORC, the LPA shall maintain the PROJECT to design standards and provide adequate

maintenance activities for the PROJECT, unless otherwise agreed to by ODOT. The PROJECT must remain under public ownership and authority for 20 years unless otherwise agreed to by ODOT. If the PROJECT is not being adequately maintained, ODOT shall notify the LPA of any deficiencies, and if the maintenance deficiencies are not corrected within a reasonable amount of time, ODOT may determine that the LPA is no longer eligible for future participation in any federally funded programs.

- 8.12 The LPA must provide the final invoices, and final report (Appendix P located in the Construction Chapter of the LPA Manual) along with all necessary closeout documentation within six (6) months of the physical completion date of the PROJECT. All costs must be submitted within six (6) months of the established completion date. Failure to submit final invoices along with the necessary closeout documentation within the six (6)-month period may result in closeout of the PROJECT and loss of eligibility of any remaining Federal and or State funds.
- 8.13 The LPA shall be responsible for verifying that a C92 GoFormz has been completed by the prime contractor for each subcontractor and material supplier working on the PROJECT, prior to starting work. This requirement will be routinely monitored by the District Construction Monitor to ensure compliance.
- 8.14 The LPA shall be responsible for monitoring all DBE Subcontractors on the project to ensure they are performing a Commercially Useful Function (CUF) as directed in the LATP Manual of Procedures.
- 8.15 The LPA shall be responsible for monitoring payments made by prime contractors and Subcontractors to ensure compliance with the Prompt Payment requirements outlined in Construction and Materials Specifications (C&MS) 107.21.

9. CERTIFICATION AND RECAPTURE OF FUNDS

- 9.1 This Agreement is subject to the determination by ODOT that sufficient funds have been appropriated by the Ohio General Assembly to the STATE for the purpose of this Agreement and to the certification of funds by the Office of Budget and Management, as required by ORC 126.07. If ODOT determines that sufficient funds have not been appropriated for the purpose of this Agreement or if the Office of Budget and Management fails to certify the availability of funds, this Agreement or any renewal thereof will terminate on the date funding expires.
- 9.2 Unless otherwise directed by ODOT, if for any reason the PROJECT is not completed in its entirety or to a degree acceptable to ODOT and FHWA, the LPA shall repay to ODOT an amount equal to the total funds ODOT disbursed on behalf of the PROJECT. In turn, ODOT shall reimburse FHWA an amount equal to the total sum of Federal dollars it has received for the PROJECT. If the LPA has not repaid ODOT in full an amount equal to the total funds ODOT disbursed on behalf of the PROJECT, any funds recovered from the performance and payment bond as required under section 7.7 shall be used to offset the Federal dollars reimbursed to FHWA.

10. NONDISCRIMINATION

- 10.1 In carrying out this Agreement, the LPA shall not discriminate against any employee or applicant for employment because of race, religion, color, sex (including pregnancy, gender identity and sexual orientation), national origin, ancestry, age, disability as that term is defined in the American with Disabilities Act, military status (past, present, or future), or genetic information. The LPA shall ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, color, sex (including pregnancy, gender identity and sexual orientation), national origin, ancestry, age, disability, military status, or genetic information. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

- 10.2 The LPA agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause, and in all solicitations or advertisements for employees placed by it, state that all qualified applicants shall receive consideration for employment without regard to race, religion, color, sex (including pregnancy, gender identity and sexual orientation), national origin, ancestry, age, disability, military status, or genetic information. The LPA shall incorporate this nondiscrimination requirement within all of its contracts for any of the work on the PROJECT (other than subcontracts for standard commercial supplies or raw materials) and shall require all of its contractors to incorporate such requirements in all subcontracts for any part of such project work.
- 10.3 The LPA shall not discriminate on the basis of race, color, national origin, or sex in the award of contracts and subcontracts financed in whole or in part with Federal funds provided in conjunction with this Agreement and in the fulfillment of DBE-related requirements set forth by ODOT. The LPA shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of contracts and subcontracts financed in whole or in part with Federal funds provided in conjunction with this Agreement. ODOT's DBE Program, as required by 49 CFR Part 26 and as approved by the United States Department of Transportation ("U.S. DOT"), is incorporated by reference in this agreement. The fulfillment of DBE-related requirements by the LPA is a legal obligation and failure to do so shall be treated as a violation of this Agreement.
- 10.4 During the performance of this contract, the LPA, for itself, its assignees and successors in interest agrees as follows:
- (a) **Compliance with Regulations:** The LPA will comply with the regulations relative to nondiscrimination in Federally assisted programs of the U.S. DOT, 49 CFR Part 21, as they may be amended from time to time, (hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this contract.
- In addition, the LPA will comply with the provisions of the Americans with Disabilities Act, Section 504 of the Rehabilitation Act, FHWA Guidance, and any other Federal, State, and/or local laws, rules and/or regulations (hereinafter referred to as "ADA/504").
- (b) **Nondiscrimination:** The LPA, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, sex (including pregnancy, gender identification and sexual orientation), age, disability, low-income status or limited English proficiency in the selection and retention of contractors or subcontractors, including procurements of materials and leases of equipment. The LPA will not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations, as well as the ADA/504 regulations.
- (c) **Solicitations for Contractors or Subcontractors, including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the LPA for work to be performed under a contract or subcontract, including procurements of materials or leases of equipment, each potential contractor, subcontractor, or supplier will be notified by the LPA of the LPA's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex (including pregnancy, gender identification and sexual orientation), age, disability, low-income status or limited English proficiency.
- (d) **Information and Reports:** The LPA will provide all information and reports required by the Regulations or directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the STATE or FHWA to be pertinent to ascertain compliance with such Regulations, orders

and instructions. Where any information required of the LPA is in the exclusive possession of another who fails or refuses to furnish this information, the LPA will so certify to the STATE or FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.

- (e) **Sanctions for Noncompliance:** In the event of the LPA's noncompliance with the nondiscrimination provisions of this contract, the STATE will impose such contract sanctions as it or FHWA may determine to be appropriate, including, but not limited to:
 - (1) withholding of payments to the LPA under the contract until the LPA complies, and/or
 - (2) cancellation, termination, or suspension of the contract, in whole or in part.
- (f) **Incorporation of Provisions:** The LPA will include the provisions of paragraphs 10.4 (a) through (e) above in every contract or subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The LPA will take such action with respect to any contractor or subcontractor procurement as the STATE or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that, in the event the LPA becomes involved in, or is threatened with, litigation with a contractor, subcontractor, or supplier as a result of such direction, the LPA may request the STATE to enter into such litigation to protect the interests of the STATE, and, in addition, the LPA may request the United States to enter into such litigation to protect the interests of the United States.

11. DATA, PATENTS AND COPYRIGHTS - PUBLIC USE

- 11.1 The LPA shall ensure that any designs, specifications, processes, devices, or other intellectual properties specifically devised for the PROJECT by its consultant(s) and/or contractor(s) performing work become the property of the LPA, and that when requested, such designs, specifications, processes, devices or other intellectual properties shall become available to ODOT and FHWA with an unrestricted right to reproduce, distribute, modify, maintain, and use. The LPA's consultant(s) and/or contractor(s) shall not seek or obtain copyrights, patents, or other forms of proprietary protection for such designs, specifications, processes, devices, or other intellectual properties, and in providing them to the PROJECT, shall relinquish any such protections should they exist.
- 11.2 The LPA shall not allow its consultant(s) and/or contractor(s) to utilize within the development of the PROJECT any copyrighted, patented or similarly protected design, specification, process, device or other intellectual property unless the consultant(s) and/or contractor(s) has provided for such use by suitable legal agreement with the owner of such copyright, patent, or similar protection. Consultant(s) and/or contractor(s) making use of such protected items for the PROJECT shall indemnify and save harmless the LPA and any affected third party from any and all claims of infringement on such protections, including any costs, expenses, and damages which it may be obliged to pay by reason of infringement, at any time during the prosecution or after the completion of work on the PROJECT.
- 11.3 In the case of patented pavements or wearing courses where royalties, licensing and proprietary service charges, exacted or to be exacted by the patentees, are published and certified agreements are filed with the LPA, guaranteeing to prospective bidders free unrestricted use of all such proprietary rights and trademarked goods upon payment of such published charges, such patented pavements or wearing courses may be specifically designated in the proposal and competition secured upon the item exclusive of the patent or proprietary charges.

12. TERMINATION; DEFAULT AND BREACH OF CONTRACT

- 12.1 Neglect or failure of the LPA to comply with any of the terms, conditions, or provisions of this Agreement, including misrepresentation of fact, may be an event of default, unless such neglect or failure are the result of natural disasters, strikes, lockouts, acts of public enemies, insurrections, riots, epidemics, civil disturbances, explosions, orders of any kind of governments of the United States or STATE or any of their departments or political subdivisions, or any other cause not reasonably within the LPA's control. If a default has occurred, ODOT may terminate this Agreement with 30 days written notice, except that if ODOT determines that the default can be remedied, then ODOT and the LPA shall proceed in accordance with sections 12.2 through 12.4 of this Agreement.
- 12.2 If notified by ODOT in writing that it is in violation of any of the terms, conditions, or provisions of this Agreement, and a default has occurred and ODOT determines that the default can be remedied, the LPA shall have 30 days from the date of such notification to remedy the default or, if the remedy will take in excess of 30 days to complete, the LPA shall have 30 days from the date of notification to satisfactorily commence a remedy of the causes preventing its compliance and curing the default situation. Expiration of the 30 days and failure by the LPA to remedy, or to satisfactorily commence the remedy of, the default whether payment of funds has been fully or partially made, shall result in ODOT, at its discretion, declining to make any further payments to the LPA, or in the termination of this Agreement by ODOT. If this Agreement is terminated, the LPA may be liable to repay to ODOT all of the Federal funds disbursed to it under this Agreement.
- 12.3 The LPA, upon receiving a notice of termination from ODOT for default, shall cease work on the terminated activities covered under this Agreement. If so requested by ODOT, the LPA shall assign to ODOT all its rights, title, and interest to any contracts it has with any consultants or contractors. Otherwise, the LPA shall terminate all contracts and other agreements it has entered into relating to such covered activities, take all necessary and appropriate steps to limit disbursements and minimize any remaining costs. At the request of ODOT, the LPA may be required to furnish a report describing the status of PROJECT activities as of the date of its receipt of notice of termination, including results accomplished and other matters as ODOT may require.
- 12.4 No remedy herein conferred upon or reserved by ODOT is intended to be exclusive of any other available remedy, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or option accruing to ODOT upon any default by the LPA shall impair any such right or option or shall be construed to be a waiver thereof, but any such right or option may be exercised from time to time and as often as may be deemed expedient by ODOT.
- 12.5 This Agreement and the obligation of the parties herein may be terminated by either party with 30 days written notice to the other party. Upon receipt of any notice of termination, the LPA shall immediately cease all work, terminate all subcontracts relating to such terminated activities, take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish all data results, reports, and other materials describing all work under this contract, including without limitation, results accomplished, conclusions resulting therefrom, and such other matters as ODOT may require.
- 12.6 In the event of termination by either party for convenience, the LPA shall be entitled to compensation, upon submission of a proper invoice, for the work performed prior to receipt of notice of termination, less any funds previously paid by or on behalf of ODOT. ODOT shall not be liable for any further claims, and the claims submitted by the LPA shall not exceed the total amount of consideration stated in this Agreement. In the event of termination, any payments made by ODOT in which services have not been rendered by the LPA shall be returned to ODOT.

13. THIRD PARTIES AND RESPONSIBILITIES FOR CLAIMS

13.1 Nothing in this Agreement shall be construed as conferring any legal rights, privileges, or immunities, or imposing any legal duties or obligations, on any person or persons other than the parties named in this Agreement, whether such rights, privileges, immunities, duties, or obligations be regarded as contractual, equitable, or beneficial in nature as to such other person or persons. Nothing in this Agreement shall be construed as creating any legal relations between the Director and any person performing services or supplying any equipment, materials, goods, or supplies for the PROJECT sufficient to impose upon the Director any of the obligations specified in ORC 126.30.

13.2 The LPA hereby agrees to accept responsibility for any and all damages or claims for which it is legally liable arising from the actionable negligence of its officers, employees or agents in the performance of the LPA's obligations made or agreed to herein.

14. NOTICE

14.1 Notice under this Agreement shall be directed as follows:

If to the LPA:

If to ODOT:

Neil F. Tunison, P.E., P.S., Warren County Engineer	Tammy K. Campbell, P.E. Deputy Director
Warren County Engineer's Office	Department of Transportation-D08
210 W Main St	505 S. State Route 741
Lebanon, OH 45036	Lebanon, OH 45036
neil.tunison@co.warren.oh.us	tammy.campbell@dot.ohio.gov
(513)-695-3301	(513)-933-6694

15. GENERAL PROVISIONS

15.1 *Recovery of LPA's allocable project Direct Labor, Fringe Benefits, and/or Indirect Costs:*

To be eligible to recover any costs associated with the LPA's internal labor forces allocable to this PROJECT, the LPA shall make an appropriate selection below: *[LPA official must initial the option selected.]*



1. No cost recovery of LPA's project direct labor, fringe benefits, or overhead costs.

- (A) The LPA **does not** currently maintain an ODOT approved Federally compliant time-tracking system¹, **and**
- (B) The LPA **does not** intend to have a Federally compliant time-tracking system developed, implemented, and approved by ODOT prior to the period of performance of this PROJECT, **and/or**
- (C) The LPA **does not** intend to pursue recovery of these project direct labor, fringe benefits, or overhead costs during the period of performance of this PROJECT Agreement.

¹ A "federally compliant time-tracking system" is supported by a system of internal controls and record-keeping that accurately reflects the work performed; which provides reasonable assurance that the time being charged is accurate, allowable, and properly allocated; is incorporated in official records such as payroll records; reasonably reflects the employee's total activity; provides a time or percentage breakdown on all activities, both Federally funded and non-Federally funded for the employee and complies with the LPA's pre-established accounting practices and procedures.

2. Direct labor plus indirect costs calculated using the Federal 10% De Minimis Indirect Cost Rate.²

- (A) The LPA currently maintains, or intends to develop and implement prior to the period of performance of this PROJECT, an ODOT approved Federally compliant time-tracking system, *and*
- (B) The LPA *does not* currently have, and *does not* intend to negotiate, an ODOT approved fringe benefits rate prior to the period of performance of this PROJECT.

3. Direct labor, plus fringe benefits costs calculated using the LPA's ODOT approved Fringe Benefits Rate, plus indirect costs calculated using the Federal 10% De Minimis Indirect Cost Rate.³

- (A) The LPA currently maintains, or intends to develop and implement prior to the period of performance of this PROJECT, an ODOT approved Federally compliant time-tracking system, *and*
- (B) The LPA currently has, or intends to negotiate, an ODOT approved fringe benefits rate prior to the period of performance of this PROJECT.

4. Direct labor, plus fringe benefits costs calculated using the LPA's ODOT approved Fringe Benefits Rate, plus indirect costs calculated using the LPA's ODOT approved Indirect Cost Rate.⁴

- (A) The LPA currently maintains, or intends to develop and implement prior to the period of performance of this PROJECT, an ODOT approved Federally compliant time-tracking system, *and*
- (B) The LPA currently has, or intends to negotiate, an ODOT approved fringe benefits rate prior to the period of performance of this PROJECT, *and*
- (C) Instead of using the Federal 10% De Minimis Indirect Cost Rate, the LPA currently has, or intends to negotiate, an ODOT approved indirect cost rate prior to the period of performance of this PROJECT.

For any allocable project labor costs to be eligible for reimbursement with Federal and/or State funds, the LPA must maintain compliance with all timekeeping requirements specified in 2 CFR Part 200 and the ODOT LPA Cost Recovery Guidance, including ODOT Questions and Answers and related supplementary guidance, as applicable. Additionally, if the LPA elects to recover fringe

² [Also be sure to read footnote # 1] The De Minimis Indirect Cost Rate is 10 %of modified total direct costs (MTDC) per 2 CFR 200.414. The definition of MTDC is provided in the regulation at 2 CFR 200.68. Any questions regarding the calculation of MTDC for a specific project should be directed to the Office of Local Programs. Further, regardless of whether the LPA subrecipient negotiates overhead rates with ODOT or uses the 10% de minimis rate, LPAs are required to maintain Federally-compliant time-tracking systems. Accordingly, LPAs are permitted to bill for labor costs, and then potentially associated fringe/indirect costs, only if the labor costs are accumulated, tracked, and allocated in accordance with compliant systems. Before an LPA is eligible to invoice ODOT for and recover the 10% de minimis indirect cost rate on any project, the LPA's time-tracking system and methods for tracking other project costs must be reviewed and approved by the ODOT Office of External Audits. A non-Federal entity that elects to change the de minimis rate must meet the requirements in 2 CFR 200 Appendix VII Section D, Part 1, paragraph b.

³ [Also be sure to read footnotes # 1 and 2] The fringe benefits rate billed to this project must be determined in accordance with the Rate Agreement periodically negotiated with and approved by the ODOT Office of External Audits. The fiscal period when the LPA's direct labor costs are paid will be matched with the ODOT approved rate for that fiscal year to determine which rate is applicable. Accordingly, the fringe benefits rate applicable to different fiscal years throughout the period of performance of the project may fluctuate to match changes to the ODOT approved rate.

⁴ [Also be sure to read footnote # 1] The fringe benefits and indirect cost rates billed to this project must be determined in accordance with the Rate Agreement periodically negotiated with and approved by the Office of External Audits. The fiscal period when the LPA's direct labor costs are paid will be matched with the ODOT approved rates for that fiscal year to determine which rates are applicable. Accordingly, the rates applicable to different fiscal years throughout the period of performance of the project may fluctuate to match changes to the ODOT approved rates.

and/or indirect costs, the LPA shall maintain compliance with Appendix VII of 2 CFR Part 200 and the LAMP Manual of Procedures.

- 15.2 If the LPA decides to change its indirect cost recovery option, the change shall not become effective until this Agreement is amended pursuant to section 15.12 below to reflect the indirect cost recovery option utilized by the LPA on the PROJECT.
- 15.3 *Financial Reporting and Audit Requirements:* One or more phases of this Agreement include a sub award of Federal funds to the LPA. Accordingly, the LPA must comply with the financial reporting and audit requirements of 2 CFR Part 200.

All non-Federal entities, including ODOT's LPA sub-recipients, that have aggregate Federal awards expenditures from all sources of \$750,000 or more in the non-Federal entity's fiscal year must have a Single Audit, or program-specific audit, conducted for that year in accordance with the provisions of 2 CFR Part 200.

Federal and State funds expended to or on behalf of a subrecipient must be recorded in the accounting records of the LPA subrecipient. The LPA is responsible for tracking all project payments throughout the life of the PROJECT in order to ensure an accurate Schedule of Expenditures of Federal Awards (SEFA) is prepared annually for all *Applicable Federal Funds*. *Applicable Federal Funds* are those that are identified with the various project phases of this Agreement as a subaward. *Applicable Federal Funds* include not only those LPA project expenditures that ODOT subsequently reimburses with Federal funds, but also those Federal funds project expenditures that are disbursed directly by ODOT upon the request of the LPA.

The LPA must separately identify each ODOT PID and/or Project and the corresponding expenditures on its SEFA. LPAs are responsible for ensuring expenditures related to this PROJECT are reported when the activity related to the Federal award occurs. Further, the LPA may make this determination consistent with 2 CFR 200.502 and its established accounting method to determine expenditures including accrual, modified accrual or cash basis.

When project expenditures are not accurately reported on the SEFA, the LPA may be required to make corrections to and republish the SEFA to ensure Federal funds are accurately reported in the correct fiscal year. An ODOT request for the restatement of a previously published SEFA will be coordinated with the Ohio Auditor of State.

- 15.4 *Record Retention:* The LPA, when requested at reasonable times and in a reasonable manner, shall make available to the agents, officers, and auditors of ODOT and the United States government, its records and financial statements as necessary relating to the LPA's obligations under this Agreement. All such books, documents, and records shall be kept for a period of at least three (3) years after FHWA approves the LPA's final Federal voucher for reimbursement of project expenses. In the event that an audit-related dispute should arise during this retention period, any such books, documents, and records that are related to the disputed matter shall be preserved for the term of that dispute. The LPA shall require that all contracts and other agreements it enters into for the performance of the PROJECT contain the following specific language:

As the LPA, ODOT or the United States government may legitimately request from time to time, the contractor agrees to make available for inspection and/or reproduction by the LPA, ODOT or United States government, all records, books, and documents of every kind and description that relate to this Agreement.

Nothing contained in this Agreement shall in any way modify the LPA's legal duties and obligations to maintain and/or retain its records under Ohio public records laws.

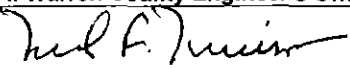
- 15.5 *Ohio Ethics and Conflict of Interest Laws:* LPA agrees that they are currently in compliance and will continue to adhere to the requirements of Ohio Ethics and Conflict of Interest laws as provided by ORC 102.03, 102.04, 2921.42 and 2921.43 and 23 CFR 1.33.
- 15.6 *State Property Drug-Free Workplace Compliance:* In accordance with applicable State and Federal laws, rules, and policy, the LPA shall make a good faith effort to ensure that its employees and its contractors will not purchase, transfer, use, or possess alcohol or a controlled substance while working on State property.
- 15.7 *Trade:* Pursuant to the federal Export Administration Act and ORC 9.76(B), the LPA and any contractor(s) or sub-contractor(s) shall warrant that they are not boycotting any jurisdiction with whom the United States and the STATE can enjoy open trade, including Israel, and will not do so during the term of this Agreement.

The STATE does not acquire supplies or services that cannot be imported lawfully into the United States. The LPA certifies that it, its contractor(s), subcontractor(s), and any agent of the contractor(s) or its subcontractor(s), acquire any supplies or services in accordance with all trade control laws, regulations or orders of the United States, including the prohibited source regulations set forth in subpart 25.7, Prohibited Sources, of the Federal Acquisition Regulation and any sanctions administered or enforced by the U.S. Department of Treasury's Office of Foreign Assets Control. A list of those sanctions by country can be found at <https://www.treasury.gov/resource-center/sanctions/Programs/Pages/Programs.aspx>. These sanctions generally preclude acquiring any supplies or services that originate from sources within, or that were located in or transported from or through Cuba, Iran, Libya, North Korea, Syria, or the Crimea region of Ukraine.

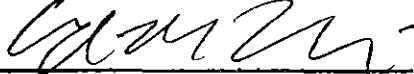
- 15.8 *Lobbying:* Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, PL 104-65 (2 U.S.C. §1601, et seq.). LPA agrees that it will not use any funds for Lobbying, 49 CFR Part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S. C. 1352. Each tier shall comply with Federal statutory provisions or the extent applicable prohibiting the use of Federal assistance funds for activities designed to influence congress to a State legislature on legislation or appropriations, except through proper official channels. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier, up to the recipient.
- 15.9 *Debarment.* LPA represents and warrants that it is not debarred from consideration for contract awards by the Director of the Department of Administrative Services, pursuant to either ORC 153.02 or 125.25 or by the Federal Government pursuant to 2 CFR Part 1200 and 2 CFR Part 180.
- 15.10 *Governing Law:* This Agreement and any claims arising out of this Agreement shall be governed by the laws of the STATE. Any provision of this Agreement prohibited by the laws of Ohio shall be deemed void and of no effect. Any litigation arising out of or relating in any way to this Agreement, or the performance thereunder shall be brought only in the courts of Ohio, and the LPA hereby irrevocably consents to such jurisdiction. To the extent that ODOT is a party to any litigation arising out of or relating in any way to this Agreement or the performance thereunder, such an action shall be brought only in a court of competent jurisdiction in Franklin County, Ohio.
- 15.11 *Assignment:* Neither this Agreement nor any rights, duties, or obligations described herein shall be assigned by either party hereto without the prior express written consent of the other party.

- 15.12 *Merger and Modification:* This Agreement and its attachments constitute the entire Agreement between the parties. All prior discussions and understandings between the parties are superseded by this Agreement. Unless otherwise noted herein, this Agreement shall not be altered, modified, or amended except by a written agreement signed by both parties hereto.
- 15.13 *Severability.* If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, such holding shall not affect the validity or the ability to enforce the remainder of this Agreement. All provisions of this Agreement shall be deemed severable.
- 15.14 *Signatures:* Any person executing this Agreement in a representative capacity hereby represents that he/she has been duly authorized by his/her principal to execute this Agreement on such principal's behalf.
- 15.15 *Facsimile Signatures:* Any party hereto may deliver a copy of its counterpart signature page to this Agreement via fax or e-mail. Each party hereto shall be entitled to rely upon a facsimile or electronic signature on any other party delivered in such a manner as if such signature were an original.

The parties hereto have caused this Agreement to be duly executed as of the day and year last written below.

LPA: Warren County Engineer's Office	STATE OF OHIO OHIO DEPARTMENT OF TRANSPORTATION
By: 	By:
Neil F. Tunison, P.E., P.S., Warren County Engineer	Jack Marchbanks Director
Date: 4/22/2024	Date:

APPROVED AS TO FORM



**Adam M. Nice
Asst. Prosecuting Attorney**

Attachment 1

PROJECT BUDGET – SOURCES AND USES OF FUNDS

SOURCES USES	LPA FUNDS			FHWA FUNDS			STATE FUNDS			TOTAL
	Amount	%	SAC	Amount	%	SAC	Amount	%	SAC	
PRELIMINARY DEVELOPMENT										
FINAL DESIGN, CONSTRUCTION PLANS & SPECIFICATIONS										
ACQUISITION OF RIGHT OF WAY & UTILITY RELOCATION										
PROJECT CONSTRUCTION COSTS				540,000	100	4B87				546,193.70
	6193.70	100	LNTP							
INSPECTION	54,619.37	100	LNTP							54,619.37
TOTALS	60,813.07			540,000						600,813.07

120369
 PID NUMBER

39957
 AGREEMENT NUMBER

VK7ZTVZ8EE51
 SAM UNIQUE ENTITY ID

Attachment 2

DIRECT PAYMENT OF CONTRACTOR

At the direction of the LPA and upon approval of ODOT, payments for work performed under the terms of the Agreement by the LPA's contractor shall be paid directly to the contractor in the pro-rata share of Federal/State participation. The invoice package shall be prepared by the LPA as previously defined in this Agreement and shall indicate that the payment is to be made to the contractor. In addition, the invoice must state the contractor's name, mailing address and OAKS Vendor ID. Separate invoices shall be submitted for payments that are to be made to the contractor and those that are to be made to the LPA.

When ODOT uses Federal funds to make payment to the contractor, all such payments are considered to be expenditures of Federal funds received and also expended by the LPA (sub recipient). Accordingly, the LPA is responsible for tracking the receipts and payments and reporting the payments Federal (Receipts) Expenditures on the Schedule of Expenditures of Federal Awards (SEFA). An LPA that fails to report these funds accurately and timely may be required to restate the SEFA to comply with Federal reporting requirements.

We (ININSERT NAME OF LPA) request that all payments for the Federal/State share of the construction costs of this Agreement performed by (CONTRACTOR'S NAME) be paid directly to (CONTRACTOR'S NAME) .

LPA Name:	Error! Reference source not found.
Oaks Vendor ID:	0000000000
Mailing Address:	Error! Reference source not found.
	Error! Reference source not found.
LPA signature:	

Contractor Name:	Error! Reference source not found.
Oaks Vendor ID:	0000000000
Mailing Address:	Error! Reference source not found.
	Error! Reference source not found.
ODOT Approval signature:	

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

Resolution

Number 24-0548

Adopted Date April 23, 2024

AUTHORIZING THE PRESIDENT OF THE BOARD TO SIGN A SATISFACTION OF MORTGAGE FOR CARL AND LILLIAN FERRELL

WHEREAS, Carl and Lillian Ferrell received a Deferred Loan for Home Repair from the Division of the Community Housing Improvement Program grant; and

WHEREAS, the Deferred Loan for said repair has been satisfied.

NOW THEREFORE BE IT RESOLVED, to authorize the President of the Board to sign a Satisfaction of Mortgage for Carl and Lillian Ferrell, on the real estate known as 7149 Hopkins Road, Maineville, Ohio 45039.

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

Mr. Young -- yea
Mr. Grossmann -- yea
Mrs. Jones -- yea

Resolution adopted this 23rd day of April 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

seh

cc: c/a—Ferrell, Carl & Lillian
OGA (file)

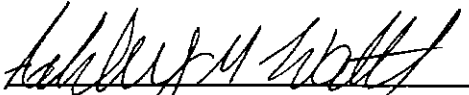
SATISFACTION OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, THAT the Warren County Board of Commissioners does hereby certify, that a certain Mortgage Deed, dated the 12th day of October, 2006, recorded on the 30th day of October, 2006, Record of Mortgages, Book 4325 Page 607 in the Office of the Recorder of Warren County, Ohio, executed by **Carl & Lillian Ferrell**, Husband and Wife, to the Warren County Board of Commissioners on the following real estate, known as 1749 Hopkins Road, Maineville Ohio 45039, and legally described in **Exhibit "A"**, attached hereto and made a part hereof, has been **fully paid and satisfied**, and the Recorder is authorized to **discharge** the same of record.

In Testimony Whereof, the said Warren County Board of commissioners by David Young, President, acting in his official capacity, has hereunto set his hand this 23rd day of April, 2024, A.D.

Signed and Acknowledged
In the Presence of

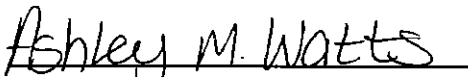
Warren County Board of Commissioners



Signature of Witness#1



David Young, President



Printed Name of Witness#1

State of Ohio

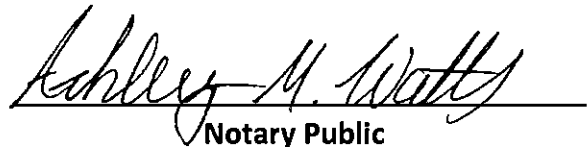
County of Warren, ss:

Be It Remembered, That on this 23rd day of April, 2024, A.D. before me, the subscriber, a Notary Public in and for said County, personally came the above named David Young, President of the Warren County Board of Commissioners, who acknowledged the signing of the foregoing instrument, while acting in his official capacity, to be his voluntary act and deed, for uses and purposes therein mentioned.

In Testimony Whereof, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.



ASHLEY M WATTS
NOTARY PUBLIC • STATE OF OHIO
Comm. No. 2024-RE-874016
My Commission Expires Feb. 21, 2029


Notary Public

This instrument prepared by Warren County, Ohio.

ATTACHMENT "A"

Sidwell# 16-04-126-002

Situated in Hamilton Township, Warren County, Ohio, in Military Survey No. 1548 bounded and described as follows: Beginning at a spike in the center of Hopkins Road, (County Road No. 152), at the northeast corner of the within described premises which point of beginning is South 3 Deg. 30 Min West 949.65 feet from a point at the intersection of the center line of State Route No. 3 with the center line of Hopkins Road; thence leaving said road and running with the south line of land now owned by Lester Oeder, see Deed Record Book 225, Page 31, North 65 Deg. 58 Min. West 158.04 feet to a stake; thence south 3 deg. 30 min West 156.45 feet to a stake; thence 72 deg. 49 min. East 152.32 feet to a spike in the center of Hopkins Road; thence with the center line of said road North 3 deg. 30 min. East 137.03 feet to the beginning, containing one half acre subject to all legal highways.

Sidwell# 16-04-126-014

Situate in Military Survey No. 1548, Hamilton Township and being part of the land conveyed to Martin J. Dooley and John Dooley by deed recorded in Volume 390, Page 79 of the deed recorded in Volume 390, Page 79 of the deed records of Warren County, Ohio.

Beginning at a railroad spike in the east line of the said Dooley land in the centerline of Hopkins Road, said iron pin being South 3 deg. 30 Min. West a distance of 1095.56 feet from the intersection of the centerline of Hopkins Road with the centerline of Route 3 and 22, said spike also being South 3 deg. 30 min. West a distance of 10.00 feet from the southeast corner of a ½ acre tract conveyed to Martin J. Dooley by the deed recorded in Volume 225, Page 32 of the deed records of Warren County, Ohio, and North 3 deg. 30 min. East a distance of 10.00 feet from the northeast corner of a ½ acre tract conveyed to John F. Dooley by deed recorded in Volume 225, Page 35 of the deed records of Warren County, Ohio; thence, by a new division line through the said Dooley land the following three (3) courses: (1) North 77 deg. 55' 21" West, parallel with the southerly line of the said Martin J. Dooley ½ acre tract, a distance of 243.32 feet to an iron pin, (2) South 1 deg. 26' 39" West a distance of 33.50 feet to an iron pin, (3) North 87 deg. 03' 17" West a distance of 467.46 feet to an iron pin in the west line of the said Dooley land, said iron pin being North 3 deg. 06' East a distance of 657.43 feet from the southwest corner thereof; thence, with the west line of the said Dooley land North 3 deg. 06' East a distance of 222.80 feet to northwest corner thereof, said corner being in the south line of a 5.42 acre tract conveyed to D.W. and M. Austin by deed recorded in Volume 432, Page 91 of the deed records of Warren County, Ohio; thence, with the north line of the said Dooley land and the south line of the said 5.42 acre tract, South 89 deg. 57' 19" East a distance of 459.69 feet to an iron pin at the northwest corner of the land conveyed to S.E. and M.E. Meiners by deed recorded in Volume 522, Page 944 of the deed records of Warren County, Ohio;

thence with lines of the said Meiners land South 0 deg. 48' 30" West a distance of 44.65 feet to a concrete monument at the southwest corner thereof; thence, South 73 deg. 37' 27" East a distance of 100.59 feet to a concrete monument at the northwest corner of the aforesaid Martin J. Dooley ½ acre tract; thence, with the lines of the said Martin J. Dooley ½ acre South 3 deg. 40' West a distance of 149.17 feet to a point; thence, South 77 deg. 55' 21" East a distance of 151.49 feet to a railroad spike in the centerline of Hopkins Road; thence, with the centerline of Hopkins Road, South 3 deg. 30' West a distance of 10.00 feet to the place of beginning containing 2.883 acres, more or less

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

Resolution

Number 24-0549

Adopted Date April 23, 2024

ENTERING INTO AN AGREEMENT WITH FLOCK GROUP, INC. TO PROVIDE
CRITICAL INFRASTRUCTURE SECURITY SERVICES, ON BEHALF OF THE WARREN
COUNTY SHERIFF'S OFFICE

BE IT RESOLVED, to approve and enter into agreement with Flock Group, Inc to provide
critical infrastructure security services, as attached hereto and made a part hereof.

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

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

Resolution adopted this 23rd day of April 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: c/a—Flock Group, Inc.
Sheriff (file)

Flock Safety + OH - Warren County SO

Flock Group Inc.
1170 Howell Mill Rd, Suite 210
Atlanta, GA 30318

MAIN CONTACT:
Logan Harrah
logan.harrah@flocksafety.com
3303072806

flock safety

flock safety

EXHIBIT A ORDER FORM

Customer: OH - Warren County SO
 Legal Entity Name: OH - Warren County SO
 Accounts Payable Email: larry.sims@wcooh.org
 Address: 822 Memorial Dr Lebanon, Ohio 45036

Initial Term: 24 Months
 Renewal Term: 24 Months
 Payment Terms: Net 30
 Billing Frequency: Annual Plan - Invoiced at First Camera Validation.
 Retention Period: 30 Days

Hardware and Software Products

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			\$39,000.00
Flock Safety Flock OS			
FlockOS™ - Essentials	Included	1	Included
Flock Safety LPR Products			
Flock Safety Falcon ®	Included	13	Included

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			
Flock Safety Professional Services			
Professional Services - Standard Implementation Fee	\$650.00	6	\$3,900.00
Professional Services - Existing Infrastructure Implementation Fee	\$150.00	1	\$150.00
Professional Services - Electrical Implementation Fee	\$1,250.00	6	\$7,500.00
		Subtotal Year 1:	\$50,550.00
		Annual Recurring Subtotal:	\$39,000.00
		Estimated Tax:	\$0.00
		Contract Total:	\$89,550.00

Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a "Renewal Term") unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.

Billing Schedule

Billing Schedule	Amount (USD)
Year 1	
At First Camera Validation	\$50,550.00
Annual Recurring after Year 1	\$39,000.00
Contract Total	\$89,550.00

*Tax not included

Product and Services Description

Flock Safety Platform Items	Product Description	Terms
FlockOS™	Flock Safety's situational awareness operating system.	
Flock Safety Falcon ®	An infrastructure-free license plate reader camera that utilizes Vehicle Fingerprint® technology to capture vehicular attributes.	The Term shall commence upon first installation and validation of Flock Hardware.

One-Time Fees	Service Description
Installation on existing infrastructure	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.
Professional Services - Standard Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Professional Services - Advanced Implementation Fee	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.

FlockOS Features & Description

FlockOS Features	Description
Community Network Access	The ability to request direct access to feeds from privately owned Flock Safety Falcon® LPR cameras located in neighborhoods, schools, and businesses in your community, significantly increasing actionable evidence that clears cases.
Unlimited Users	Unlimited users for FlockOS
State Network (License Plate Lookup Only)	Allows agencies to look up license plates on all cameras opted into the Flock Safety network within your state.
Nationwide Network (License Plate Lookup Only)	With the vast Flock Safety sharing network, law enforcement agencies no longer have to rely on just their devices alone. Agencies can leverage a nationwide system boasting 10 billion additional plate reads per month to amplify the potential to collect vital evidence in otherwise dead-end investigations.
Law Enforcement Network Access	The ability to request direct access to evidence detection devices from Law Enforcement agencies outside of your jurisdiction.
Time & Location Based Search	Search full, partial, and temporary plates by time at particular device locations
License Plate Lookup	Look up specific license plate location history captured on Flock devices
Vehicle Fingerprint Search	Search footage using Vehicle Fingerprint™ technology. Access vehicle type, make, color, license plate state, missing / covered plates, and other unique features like bumper stickers, decals, and roof racks.
Insights & Analytics	Reporting tool to help administrators manage their LPR program with device performance data, user and network audits, plate read reports, hot list alert reports, event logs, and outcome reports.
ESRI Based Map Interface	Map-based interface that consolidates all data streams and the locations of each connected asset, enabling greater situational awareness and a common operating picture.
Real-Time NCIC Alerts on Flock ALPR Cameras	Receive automated alerts when vehicles entered into established databases for missing and wanted persons are detected, including the FBI's National Crime Information Center (NCIC) and National Center for Missing & Exploited Children (NCMEC) databases.
Unlimited Custom Hot Lists	Ability to add a suspect's license plate to a custom list and get alerted when it passes by a Flock camera

Master Services Agreement

This Master Services Agreement (this "*Agreement*") is entered into by and between Flock Group, Inc. with a place of business at 1170 Howell Mill Road NW Suite 210, Atlanta, GA 30318 ("*Flock*") and the entity identified in the signature block ("*Customer*") (each a "*Party*," and together, the "*Parties*") on this the 29 day of March 2024. This Agreement is effective on the date of mutual execution ("*Effective Date*"). Parties will sign an Order Form ("*Order Form*") which will describe the Flock Services to be performed and the period for performance, attached hereto as **Exhibit A**. The Parties agree as follows:

RECITALS

WHEREAS, Flock offers a software and hardware situational awareness solution through Flock's technology platform that upon detection is capable of capturing audio, video, image, and recording data and provide notifications to Customer ("*Notifications*");

WHEREAS, Customer desires access to the Flock Services (defined below) on existing devices, provided by Customer, or Flock provided Flock Hardware (as defined below) in order to create, view, search and archive Footage and receive Notifications, via the Flock Services;

WHEREAS, Customer shall have access to the Footage in Flock Services. Pursuant to Flock's standard Retention Period (defined below) Flock deletes all Footage on a rolling thirty (30) day basis, except as otherwise stated on the *Order Form*. Customer shall be responsible for extracting, downloading and archiving Footage from the Flock Services on its own storage devices; and

WHEREAS, Flock desires to provide Customer the Flock Services and any access thereto, subject to the terms and conditions of this Agreement, solely for the awareness, prevention, and prosecution of crime, bona fide investigations and evidence gathering for law enforcement purposes, ("*Permitted Purpose*").

1.7 "**Flock IP**" means the Services, the Embedded Software, and any intellectual property or proprietary information therein or otherwise provided to Customer and/or its Authorized End Users. Flock IP does not include Footage (as defined below).

1.8 "**Flock Network End User(s)**" means any user of the Flock Services that Customer authorizes access to or receives data from, pursuant to the licenses granted herein.

1.9 "**Flock Services**" means the provision of Flock's software and hardware situational awareness solution, via the Web Interface, for automatic license plate detection, alerts, audio detection, searching image records, video and sharing Footage.

1.10 "**Footage**" means still images, video, audio and other data captured by the Flock Hardware or Customer Hardware in the course of and provided via the Flock Services.

1.11 "**Hotlist(s)**" means a digital file containing alphanumeric license plate related information pertaining to vehicles of interest, which may include stolen vehicles, stolen vehicle license plates, vehicles owned or associated with wanted or missing person(s), vehicles suspected of being involved with criminal or terrorist activities, and other legitimate law enforcement purposes. Hotlist also includes, but is not limited to, national data (i.e., NCIC) for similar categories, license plates associated with AMBER Alerts or Missing Persons/Vulnerable Adult Alerts, and includes manually entered license plate information associated with crimes that have occurred in any local jurisdiction.

1.12 "**Installation Services**" means the services provided by Flock for installation of Flock Services.

1.13 "**Retention Period**" means the time period that the Customer Data is stored within the cloud storage, as specified in the product addenda.

1.14 "**Vehicle Fingerprint™**" means the unique vehicular attributes captured through Services such as: type, make, color, state registration, missing/covered plates, bumper stickers, decals, roof racks, and bike racks.

1.15 "**Web Interface**" means the website(s) or application(s) through which Customer and its Authorized End Users can access the Services.

2.5 Service Interruption. Services may be interrupted in the event that: (a) Flock's provision of the Services to Customer or any Authorized End User is prohibited by applicable law; (b) any third-party services required for Services are interrupted; (c) if Flock reasonably believe Services are being used for malicious, unlawful, or otherwise unauthorized use; (d) there is a threat or attack on any of the Flock IP by a third party; or (e) scheduled or emergency maintenance ("**Service Interruption**"). Flock will make commercially reasonable efforts to provide written notice of any Service Interruption to Customer, to provide updates, and to resume providing access to Flock Services as soon as reasonably possible after the event giving rise to the Service Interruption is cured. Flock will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Authorized End User may incur as a result of a Service Interruption. To the extent that the Service Interruption is not caused by Customer's direct actions or by the actions of parties associated with the Customer, the time will be tolled by the duration of the Service Interruption (for any continuous suspension lasting at least one full day). For example, in the event of a Service Interruption lasting five (5) continuous days, Customer will receive a credit for five (5) free days at the end of the Term.

2.6 Service Suspension. Flock may temporarily suspend Customer's and any Authorized End User's access to any portion or all of the Flock IP or Flock Service if (a) there is a threat or attack on any of the Flock IP by Customer; (b) Customer's or any Authorized End User's use of the Flock IP disrupts or poses a security risk to the Flock IP or any other customer or vendor of Flock; (c) Customer or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) Customer has violated any term of this provision, including, but not limited to, utilizing Flock Services for anything other than the Permitted Purpose; or (e) any unauthorized access to Flock Services through Customer's account ("**Service Suspension**"). Customer shall not be entitled to any remedy for the Service Suspension period, including any reimbursement, tolling, or credit. If the Service Suspension was not caused by Customer, the Term will be tolled by the duration of the Service Suspension.

2.7 Hazardous Conditions. Flock Services do not contemplate hazardous materials, or other hazardous conditions, including, without limit, asbestos, lead, toxic or flammable substances. In the event any such hazardous materials are discovered in the designated locations in which Flock

4.2 Customer Generated Data. Flock may provide Customer with the opportunity to post, upload, display, publish, distribute, transmit, broadcast, or otherwise make available, messages, text, illustrations, files, images, graphics, photos, comments, sounds, music, videos, information, content, ratings, reviews, data, questions, suggestions, or other information or materials produced by Customer ("**Customer Generated Data**"). Customer shall retain whatever legally cognizable right, title, and interest in Customer Generated Data. Customer understands and acknowledges that Flock has no obligation to monitor or enforce Customer's intellectual property rights of Customer Generated Data. Customer grants Flock a non-exclusive, irrevocable, worldwide, royalty-free, license to use the Customer Generated Data for the purpose of providing Flock Services. Flock does not own and shall not sell Customer Generated Data.

4.3 Anonymized Data. Flock shall have the right to collect, analyze, and anonymize Customer Data and Customer Generated Data to the extent such anonymization renders the data non-identifiable to create Anonymized Data to use and perform the Services and related systems and technologies, including the training of machine learning algorithms. Customer hereby grants Flock a non-exclusive, worldwide, perpetual, royalty-free right to use and distribute such Anonymized Data to improve and enhance the Services and for other development, diagnostic and corrective purposes, and other Flock offerings. Parties understand that the aforementioned license is required for continuity of Services. Flock does not own and shall not sell Anonymized Data.

5. CONFIDENTIALITY; DISCLOSURES

5.1 Confidentiality. To the extent required by any applicable public records requests, each Party (the "**Receiving Party**") understands that the other Party (the "**Disclosing Party**") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "**Proprietary Information**" of the Disclosing Party).

Proprietary Information of Flock includes non-public information regarding features, functionality and performance of the Services. Proprietary Information of Customer includes non-public data provided by Customer to Flock or collected by Flock via Flock Services, which includes but is not limited to geolocation information and environmental data collected by sensors. The Receiving Party agrees: (i) to take the same security precautions to protect against

otherwise transfer, convey, pledge as security, or otherwise encumber, Customer's rights. There are no implied rights.

5.3 Disclosure of Footage. Subject to and during the Retention Period, Flock may access, use, preserve and/or disclose the Footage to law enforcement authorities, government officials, and/or third parties, if legally required to do so or if Flock has a good faith belief that such access, use, preservation or disclosure is reasonably necessary to comply with a legal process, enforce this Agreement, or detect, prevent or otherwise address security, privacy, fraud or technical issues, or emergency situations.

6. PAYMENT OF FEES

6.1 Billing and Payment of Fees. Customer shall pay the fees set forth in the applicable Order Form based on the billing structure and payment terms as indicated in the Order Form. If Customer believes that Flock has billed Customer incorrectly, Customer must contact Flock no later than thirty (30) days after the closing date on the first invoice in which the error or problem appeared to receive an adjustment or credit. Customer acknowledges and agrees that a failure to contact Flock within this period will serve as a waiver of any claim. If any undisputed fee is more than thirty (30) days overdue, Flock may, without limiting its other rights and remedies, suspend delivery of its service until such undisputed invoice is paid in full. Flock shall provide at least thirty (30) days' prior written notice to Customer of the payment delinquency before exercising any suspension right.

6.2 Notice of Changes to Fees. Flock reserves the right to change the fees for subsequent Renewal Terms by providing sixty (60) days' notice (which may be sent by email) prior to the end of the Initial Term or Renewal Term (as applicable).

6.3 Late Fees. If payment is not issued to Flock by the due date of the invoice, an interest penalty of 1.0% of any unpaid amount may be added for each month or fraction thereafter, until final payment is made.

6.4 Taxes. Customer is responsible for all taxes, levies, or duties, excluding only taxes based on Flock's net income, imposed by taxing authorities associated with the order. If Flock has the legal obligation to pay or collect taxes, including amount subsequently assessed by a taxing authority, for which Customer is responsible, the appropriate amount shall be invoice to and paid

8. REMEDY FOR DEFECT; WARRANTY AND DISCLAIMER

8.1 Manufacturer Defect. Upon a malfunction or failure of Flock Hardware or Embedded Software (a "*Defect*"), Customer must notify Flock's technical support team. In the event of a Defect, Flock shall make a commercially reasonable attempt to repair or replace the defective Flock Hardware at no additional cost to the Customer. Flock reserves the right, in its sole discretion, to repair or replace such Defect, provided that Flock shall conduct inspection or testing within a commercially reasonable time, but no longer than seven (7) business days after Customer gives notice to Flock.

8.2 Replacements. In the event that Flock Hardware is lost, stolen, or damaged, Customer may request a replacement of Flock Hardware at a fee according to the reinstall fee schedule (<https://www.flocksafety.com/reinstall-fee-schedule>). In the event that Customer chooses not to replace lost, damaged, or stolen Flock Hardware, Customer understands and agrees that (1) Flock Services will be materially affected, and (2) that Flock shall have no liability to Customer regarding such affected Flock Services, nor shall Customer receive a refund for the lost, damaged, or stolen Flock Hardware.

8.3 Warranty. Flock shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Installation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Flock or by third-party providers, or because of other causes beyond Flock's reasonable control, but Flock shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.

8.4 Disclaimer. THE REMEDY DESCRIBED IN SECTION 8.1 ABOVE IS CUSTOMER'S SOLE REMEDY, AND FLOCK'S SOLE LIABILITY, WITH RESPECT TO DEFECTS. FLOCK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED "AS IS" AND FLOCK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A

ALLOWED BY THE GOVERNING LAW OF THE STATE REFERENCED IN SECTION 11.6. NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE FOREGOING LIMITATIONS OF LIABILITY SHALL NOT APPLY (I) IN THE EVENT OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, OR (II) INDEMNIFICATION OBLIGATIONS.

9.2 Responsibility. Each Party to this Agreement shall assume the responsibility and liability for the acts and omissions of its own employees, officers, or agents, in connection with the performance of their official duties under this Agreement. Each Party to this Agreement shall be liable for the torts of its own officers, agents, or employees.

9.3 Flock Indemnity. Flock shall indemnify and hold harmless Customer, its agents and employees, from liability of any kind, including claims, costs (including defense) and expenses, on account of: (i) any copyrighted material, patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this Agreement; or (ii) any damage or injury to property or person directly caused by Flock's installation of Flock Hardware, except for where such damage or injury was caused solely by the negligence of the Customer or its agents, officers or employees. Flock's performance of this indemnity obligation shall not exceed the fees paid and/or payable for the services rendered under this Agreement in the preceding twelve (12) months.

10. INSTALLATION SERVICES AND OBLIGATIONS

10.1 Ownership of Hardware. Flock Hardware is owned and shall remain the exclusive property of Flock. Title to any Flock Hardware shall not pass to Customer upon execution of this Agreement, except as otherwise specifically set forth in this Agreement. Except as otherwise expressly stated in this Agreement, Customer is not permitted to remove, reposition, re-install, tamper with, alter, adjust or otherwise take possession or control of Flock Hardware. Customer agrees and understands that in the event Customer is found to engage in any of the foregoing restricted actions, all warranties herein shall be null and void, and this Agreement shall be subject to immediate termination for material breach by Customer. Customer shall not perform any acts which would interfere with the retention of title of the Flock Hardware by Flock. Should Customer default on any payment of the Flock Services, Flock may remove Flock Hardware at Flock's discretion. Such removal, if made by Flock, shall not be deemed a waiver of Flock's

11. MISCELLANEOUS

11.1 **Compliance With Laws.** Parties shall comply with all applicable local, state and federal laws, regulations, policies and ordinances and their associated record retention schedules, including responding to any subpoena request(s).

11.2 **Severability.** If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect.

11.3 **Assignment.** This Agreement is not assignable, transferable or sublicensable by either Party, without prior consent. Notwithstanding the foregoing, either Party may assign this Agreement, without the other Party's consent, (i) to any parent, subsidiary, or affiliate entity, or (ii) to any purchaser of all or substantially all of such Party's assets or to any successor by way of merger, consolidation or similar transaction.

11.4 **Entire Agreement.** This Agreement, together with the Order Form(s), the reinstall fee schedule (<https://www.flocksafety.com/reinstall-fee-schedule>), and any attached exhibits are the complete and exclusive statement of the mutual understanding of the Parties and supersedes and cancels all previous or contemporaneous negotiations, discussions or agreements, whether written and oral, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both Parties, except as otherwise provided herein. None of Customer's purchase orders, authorizations or similar documents will alter the terms of this Agreement, and any such conflicting terms are expressly rejected. Any mutually agreed upon future purchase order is subject to these legal terms and does not alter the rights and obligations under this Agreement, except that future purchase orders may outline additional products, services, quantities and billing terms to be mutually accepted by Parties. In the event of any conflict of terms found in this Agreement or any other terms and conditions, the terms of this Agreement shall prevail. Customer agrees that Customer's purchase is neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written comments made by Flock with respect to future functionality or feature.

11.5 **Relationship.** No agency, partnership, joint venture, or employment is created as a result of this Agreement and Parties do not have any authority of any kind to bind each other in any respect whatsoever. Flock shall at all times be and act as an independent contractor to Customer.

commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

11.11 **Headings.** The headings are merely for organization and should not be construed as adding meaning to the Agreement or interpreting the associated sections.

11.12 **Authority.** Each of the below signers of this Agreement represent that they understand this Agreement and have the authority to sign on behalf of and bind the Parties they are representing.

11.13 **Conflict.** In the event there is a conflict between this Agreement and any applicable statement of work, or Customer purchase order, this Agreement controls unless explicitly stated otherwise.

11.14 **Morality.** In the event Customer or its agents become the subject of an indictment, contempt, scandal, crime of moral turpitude or similar event that would negatively impact or tarnish Flock's reputation, Flock shall have the option to terminate this Agreement upon prior written notice to Customer.

11.15 **Notices.** All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt to the address listed on the Order Form (or, if different, below), if sent by certified or registered mail, return receipt requested.

11.16 **Non-Appropriation.** Notwithstanding any other provision of this Agreement, all obligations of the Customer under this Agreement which require the expenditure of funds are conditioned on the availability of funds appropriated for that purpose. Customer shall have the right to terminate this Agreement for non appropriation with thirty (30) days written notice without penalty or other cost.

EXHIBIT B
INSURANCE

Required Coverage. Flock shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the services under this Agreement and the results of that work by Flock or its agents, representatives, employees or subcontractors. Insurance shall be placed with insurers with a current A. M. Best rating of no less than "A" and "VII". Flock shall obtain and, during the term of this Agreement, shall maintain policies of professional liability (errors and omissions), automobile liability, and general liability insurance for insurable amounts of not less than the limits listed herein. The insurance policies shall provide that the policies shall remain in full force during the life of the Agreement. Flock shall procure and shall maintain during the life of this Agreement Worker's Compensation insurance as required by applicable State law for all Flock employees.

Types and Amounts Required. Flock shall maintain, at minimum, the following insurance coverage for the duration of this Agreement:

- (i) **Commercial General Liability** insurance written on an occurrence basis with minimum limits of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate for bodily injury, death, and property damage, including personal injury, contractual liability, independent contractors, broad-form property damage, and product and completed operations coverage;
- (ii) **Umbrella or Excess Liability** insurance written on an occurrence basis with minimum limits of Ten Million Dollars (\$10,000,000) per occurrence and Ten Million Dollars (\$10,000,000) in the aggregate;
- (iii) **Professional Liability/Errors and Omissions** insurance with minimum limits of Five Million Dollars (\$5,000,000) per occurrence and Five Million Dollars (\$5,000,000) in the aggregate;
- (iv) **Commercial Automobile Liability** insurance with a minimum combined single limit of One Million Dollars (\$1,000,000) per occurrence for bodily injury, death, and property coverage, including owned and non-owned and hired automobile coverage; and

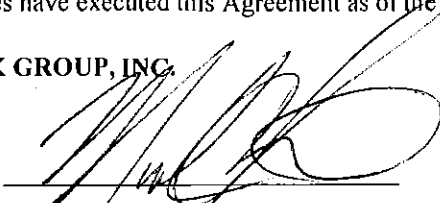
By executing this Order Form, Customer represents and warrants that it has read and agrees all of the terms and conditions contained in the Terms of Service located at <https://www.flocksafety.com/terms-and-conditions>

The Parties have executed this Agreement as of the dates set forth below.

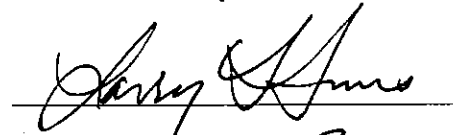
FLOCK GROUP, INC.

Customer: OH - Warren County SO

By:



By:



Name:

MARK SMITH

Name:

Larry L Sims

Title:

GENERAL COUNSEL

Title:

Sheriff

Date:

8 APRIL 2024

Date:

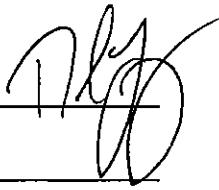
04/09/2024

PO Number:

Approved us to forward,
A.M. Ni 4/9/24
Adam M. Ni, A.P.A.

By Resolution Number 24-0549 of the Warren County Board of Commissioners
dated 4-23, 2024.

WARREN COUNTY BOARD OF COMMISSIONERS

By: * _____ 
Name: David G. Young
Title: President

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

Resolution

Number 24-0550

Adopted Date April 23, 2024

**ADVERTISING NOTICE OF DISADVANTAGED BUSINESS ENTERPRISE GOAL FOR
FEDERAL FISCAL YEARS 2024, 2025 AND 2026 FOR WARREN COUNTY TRANSIT**

WHEREAS, Warren County operates a public transportation system which is funded primarily with grants from the Federal Transit Administration and the Ohio Department of Transportation; and

WHEREAS, as a requirement of the federal funded program, Warren County must adopt a Disadvantaged Business Enterprise (DBE) Program and establish a DBE goal for each fiscal year; and

WHEREAS, under the guidelines of the Program, it is required that the general public, as well as any interested public, private, and paratransit operators, including taxi operators, is given notice regarding the Disadvantaged Business Enterprise (DBE) goal and an opportunity to comment on said goal.

NOW THEREFORE BE IT RESOLVED, to publish in a newspaper of general circulation the notice of Warren County Transit's DBE goal for federal fiscal years 2024, 2025, and 2026; said notice to appear for one week.

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

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

Resolution adopted this 23rd day of April 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

/sm

cc: OGA (file)
Transit (file)

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

Resolution

Number 24-0551

Adopted Date April 23, 2024

DECLARING VARIOUS ITEMS FROM BOARD OF DEVELOPMENTAL DISABILITIES, JUVENILE COURT, AND WATER & SEWER DEPARTMENT AS SURPLUS AND AUTHORIZE THE DISPOSAL OF SAID ITEMS THROUGH INTERNET AUCTION

BE IT RESOLVED, to authorize disposal of various items from the Board of Developmental Disabilities, Juvenile Court, and Water & Sewer Department in accordance with the Ohio Revised Code; list of said items attached hereto and made a part hereof.

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

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

Resolution adopted this 23rd day of April 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

/tm

cc: 2024 Auction file
Facilities Management (file)
Brenda Quillen, Auditor's Office

Asset Search Results

Asset Status is 'Ready for Review'








Location:



POC:



Items 1 through 7 of 7

ID	INV#	Photo	Short Desc	Status	Start Date	End Date
<input type="button" value="5424"/>	BDD240009		iPad Pro	Ready for Review		
<input type="button" value="5418"/>	JUV24006		Dell Optiplex 790	Ready for Review		
<input type="button" value="5423"/>	SEW2400010		OFFICE EQUIPMENT AND SUPPLY LOT	Ready for Review		
<input type="button" value="5419"/>	SEW240006		HP LASERJET 91102	Ready for Review		
<input type="button" value="5420"/>	SEW240007		(2) VARIDESKS	Ready for Review		
<input type="button" value="5421"/>	SEW240008		HP White LaserJet Pro Printer	Ready for Review		
<input type="button" value="5422"/>	SEW240009		Black HP Office Jetpro	Ready for Review		

Items 1 through 7 of 7

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

Resolution

Number 24-0552

Adopted Date April 23, 2024

ACKNOWLEDGING PAYMENT OF BILLS

BE IT RESOLVED, to acknowledge payment of bills from 4/16/24 and 4/18/24 as attached hereto and made a part hereof.

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

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

Resolution adopted this 23rd day of April 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

/kp

cc: Auditor

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

Resolution

Number 24-0553

Adopted Date April 23, 2024

APPROVING VARIOUS RECORD PLATS

BE IT RESOLVED, upon recommendation of the Warren County Regional Planning Commission, to approve the following Record Plats:

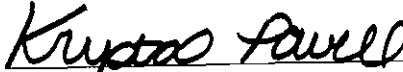
- Sekulic Replat – Clearcreek Township

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

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

Resolution adopted this 23rd day of April 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Plat File
RPC

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

Resolution

Number 24-0554

Adopted Date April 23, 2024

APPROVING OPERATIONAL TRANSFER OF INTEREST EARNINGS FROM COMMISSIONERS FUND #11011112 INTO WATER FUNDS #5510 & #5583, AND SEWER FUNDS #5580, & #5575

WHEREAS, pursuant to Resolution #90-502, adopted May 3, 1990, and amended by Resolution #18-1854, adopted November 27, 2018, relative to the transfer of interest earned by the County on revenues earned on various funds held by the County to the benefit of the Water and Sewer system.

NOW THEREFORE BE IT RESOLVED, to approve the following operational transfers of interest earnings for the period of March 2024:

\$ 55,695.92	from	#11011112 5997	(Operational Transfers)
	into	#5510 44100 55103200 AAREVENUE	(Water Revenue - Interest Earnings)
\$ 11,941.41	from	#11011112 5997	(Operating Transfers)
	into	#5575 44100 55753300 AAREVENUE	(Sewer Construction Project - Interest Earnings)
\$ 59,932.93	from	#11011112 5997	(Operational Transfers)
	into	#5580 44100 55803300 AAREVENUE	(Sewer Revenue - Interest Earnings)
\$ 2,610.16	from	#11011112 5997	(Operational Transfers)
	into	#5583 44100 55833200 AAREVENUE	Water Construction Projects - Interest Earnings)

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

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

Resolution adopted this 23rd day of April 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

JS/

cc: Auditor
Water/Sewer (file)

OMB
Operational Transfer file

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

Resolution

Number 24-0555

Adopted Date April 23, 2024

APPROVING A SUPPLEMENTAL APPROPRIATION INTO THE LOCAL FISCAL RECOVERY (LFR) ENHANCED CHILDCARE ASSISTANCE FUND 2211

BE IT RESOLVED, to approve the following supplemental appropriation into the LFR Enhanced Childcare Assistance fund 2211:

\$300,000.00 into #22111111-5400 (Fiscal Rec – Purchased Services)

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

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

Resolution adopted this 23rd day of April 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Auditor
Supplemental App. file
Human Services (file)

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

Resolution

Number 24-0556

Adopted Date April 23, 2024

APPROVING A SUPPLEMENTAL APPROPRIATION INTO BOARD OF ELECTIONS
TECHNOLOGY FUND #2217

WHEREAS, it is necessary to have appropriations in place to purchase new office cubicles.

NOW THEREFORE BE IT RESOLVED, to approve the following supplemental appropriation:

\$105,000.00 into #22171300-5320 (Capital Purchase)

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

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

Resolution adopted this 23rd day of April 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

/bs

cc: Auditor
Supplemental App. file
Board of Elections (file)

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

Resolution

Number 24-0557

Adopted Date April 23, 2024

APPROVING A SUPPLEMENTAL APPROPRIATION INTO COMMON PLEAS COURT
COMMUNITY CORRECTIONS FUND #2227

BE IT RESOLVED, to approve the following supplemental appropriation:

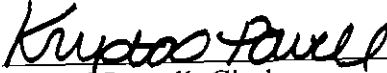
\$15,000.00 into BUDGET-BUDGET 22271220-5210 (Materials and Supplies)

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

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

Resolution adopted this 23rd day of April 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Auditor
Supplemental App. file
Common Pleas Court (file)

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

Resolution

Number 24-0558

Adopted Date April 23, 2024

APPROVING AN APPROPRIATION ADJUSTMENT WITHIN WARREN COUNTY
COMMON PLEAS COURT COMMUNITY BASED CORRECTIONS FUND #2289

BE IT RESOLVED, to approve the following appropriation adjustment:

\$3,000.00	from	BUDGET-BUDGET 22891228-5820	(Health & Life Insurance)
	into	BUDGET-BUDGET 22891228-5910	(Other Expenses)

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

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

Resolution adopted this 23rd day of April 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Auditor
Appropriation Adj. file
Common Pleas (file)

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

Resolution

Number 24-0559

Adopted Date April 23, 2024

APPROVING AN APPROPRIATION ADJUSTMENT WITHIN THE TREASURER'S
OFFICE FUND #11011130

BE IT RESOLVED, to approve the following appropriation adjustment:

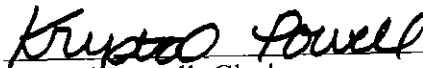
\$5,000.00	from	#11011130-5102	(Regular Salaries)
	into	#11011130-5370	(Software Non-Data Board)

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

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

Resolution adopted this 23rd day of April 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

/cs

cc: Auditor
Appropriation Adj. file
Treasurer (file)

Resolution

Number 24-0560

Adopted Date April 16, 2024

APPROVING AN APPROPRIATION ADJUSTMENT WITHIN BUILDING AND ZONING
DEPARTMENT FUND #11012300

BE IT RESOLVED, to approve the following appropriation adjustment:

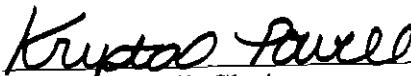
\$71.77	from	#11012300-5910	(Other Expense)
	into	#11012300-5911	(Non-Taxable Meal Fringe)

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

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

Resolution adopted this 23rd day of April 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Auditor _____
Appropriation Adj. file
Building/Zoning (file)

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

Resolution

Number 24-0561

Adopted Date April 23, 2024

APPROVING REQUISITIONS AND AUTHORIZING COUNTY ADMINISTRATOR TO SIGN DOCUMENTS RELATIVE THERETO

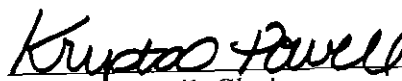
BE IT RESOLVED, to approve requisitions as listed in the attached document and authorize Martin Russell, County Administrator, to sign on behalf of this Board of County Commissioners.

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

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

Resolution adopted this 23rd day of April 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

/kp

cc:

Commissioners' file

REQUISITIONS

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

PO CHANGE ORDERS

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



Martin Russell, County Administrator

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

Resolution

Number 24-0562

Adopted Date April 23, 2024

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

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

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

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

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

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

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

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

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

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

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

Resolution adopted this 23rd day of April 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: c/a—CFPN Ohio LLC
c/a—C5 Encore 1 LLC
Economic Development (file)

PARTIAL ASSIGNMENT AND ASSUMPTION AGREEMENT

This **PARTIAL ASSIGNMENT AND ASSUMPTION AGREEMENT** (the "Agreement") is made and entered into by and between the Warren County Board of Commissioners (the "County"), a political subdivision of the State of Ohio; CFPN OHIO, LLC, a Delaware limited liability company (the "Developer" or the "Company") and C5 ENCORE 1, LLC, a Delaware limited liability company (the "Successor"). Except as otherwise provided herein, capitalized terms used herein shall have the same meanings as in the Community Reinvestment Area Agreement between the Developer and the County, dated May 25, 2021 (as subsequently amended, the "CRA Agreement," a copy of which is attached hereto as Exhibit A and incorporated herein).

WITNESSETH:

WHEREAS, pursuant to Ohio Revised Code ("R.C.") Sections 3735.65 through 3735.70 (the "CRA Act"), the County, by Resolution No. 18-1777 adopted on November 13, 2018, created the Turtlecreek Township Community Reinvestment Area (the "CRA") to include the area specified in the Resolution as an authorized real property tax exemption for the construction of new structures and the remodeling of existing structures in the CRA in accordance with the CRA Act; and

WHEREAS, on May 25, 2021, the Company and the County entered into the CRA Agreement, concerning the development of a commerce center with related site improvements, at the Project Site as defined in the CRA Agreement (as particularly described in Exhibit A to the CRA Agreement); and

WHEREAS, by virtue of that certain Quit Claim Deed dated March 6, 2023 and recorded April 12, 2023 (the "Transfer Instrument"), a copy of which is attached hereto as Exhibit B, the Successor has succeeded on March 6, 2023 (the "Transfer Date") to the interest of the Company (or a successor to the Company) in all or part of the Project Site or a Building at the Project Site (such transferred property may be referred to hereinafter as the "Transferred Property"); the Transferred Property acquired or leased by the Successor is identified in the Transfer Instrument; and

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

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

1. From and after the Transfer Date, the Company hereby assigns (a) all of the obligations, agreements, covenants and restrictions set forth in the CRA Agreement

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

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

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

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

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

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

[signature page follows]

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

WARREN COUNTY BOARD OF COMMISSIONERS

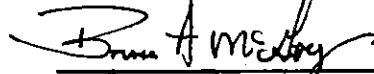
By: _____

Print Name: _____

Title: _____

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

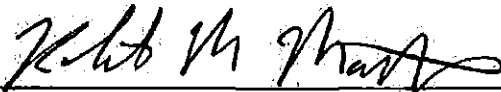
APPROVED AS TO FORM:



Asst. Pres.

COMPANY

CFPN OHIO, LLC, a Delaware limited liability company

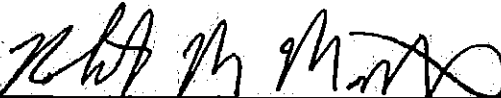
By:  _____

Print Name: Robert M. Marston

Title: Assistant Secretary

SUCCESSOR

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

By:  _____

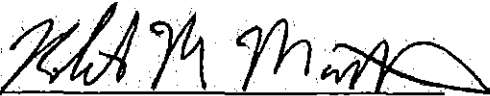
Print Name: Robert M. Marston

Title: Assistant Secretary

ACKNOWLEDGMENT OF DEVELOPER

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

CFPN OHIO, LLC

By: 

Print Name: Robert M. Marston

Title: Assistant Secretary

EXHIBIT A
TO ASSIGNMENT AND ASSUMPTION AGREEMENT

[Copy of the CRA Agreement]

COMMUNITY REINVESTMENT AREA AGREEMENT

This Community Reinvestment Area Agreement (this "Agreement") is made and entered into as of 5-25, 2021 by and among the WARREN COUNTY BOARD OF COMMISSIONERS (the "COUNTY"), a political subdivision in the State of Ohio (the "State"), whose address is 406 Justice Drive, Lebanon, Ohio 45036, the Lebanon City School District Board of Education, whose address is 160 Miller Road, Lebanon, Ohio 45036 (the "School District"), and CFPN Ohio, LLC, with offices located at 1230 Peachtree Street NE, Suite 3560, Atlanta, Georgia 30309 ("Developer").

WITNESSETH:

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

WHEREAS, the County, by Resolution No. 18-1777, adopted on November 13, 2018 (the "Resolution"), designated the area specified in the Resolution as the Community Reinvestment Area (the "CRA") pursuant to Ohio Revised Code ("R.C.") Sections 3735.65 through 3735.70 (the "CRA Act"), and authorized a real property tax exemption for the construction of new structures and the remodeling of existing structures in the CRA in accordance with the CRA Act; and

WHEREAS, the Developer acquired the real property contained within Warren County and the CRA, consisting of 292.8794 Acres, described in Exhibit A attached hereto (the "Project Site"); and

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

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

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

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

WHEREAS, Developer intends to either expand its operations to additional buildings on the Project Site and/or transfer applicable portions of the Project Site upon which a Building is located or parts thereof to one or more transferees by lease, sale and/or other means of transfer (the Developer and such transferees other than by lease, together with any successors and assigns, collectively or singly, as the context requires, may be referred to hereinafter from time to time as an "Owner" or the "Owners"); each such transfer other than by lease may be made pursuant to a certain assignment and assumption agreement as described more fully in Section 16 hereof in order to bind each Owner to and under this Agreement; and

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

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

WHEREAS, the Project Area is located in the Lebanon City School District, and the board of education of the School District has been notified of the proposed approval of this Agreement in accordance with R.C. Sections 3735.671 and 5709.83, or has waived such notice, and has been given a copy of the Application and a draft of this Agreement; and

WHEREAS, pursuant to R.C. Section 3735.671, the School District has (i) approved the terms of this Agreement, including the maximum abatement of real property tax permitted by the Resolution of 75% for fifteen (15) years subject to the terms below; (ii) waived their rights to receive the forty-five (45) day and fourteen (14) day notices under R.C. Sections 3735.67 and 5709.83; and (iii) consented to the approval and execution of this Agreement; and

WHEREAS, the County, by Resolution No 21-0719 adopted on 5-25-21, has approved the terms of this Agreement and authorized its execution; and

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

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

1. **Project.** The cost of the investments to be made in connection with the Project by the Owners is estimated to exceed \$116,000,000 across multiple phases for construction of new buildings (exclusive of any amounts for acquisition of machinery and equipment, furniture and fixtures, and inventory) to contain, cumulatively, up to 2,800,000 square feet of space on the

Project Site. There are no existing buildings at the Project Site. The estimates provided in this Section are good faith estimates provided pursuant to R.C. Section 3735.671(B) and shall not be construed in a manner that would limit the amount or term of the tax exemptions provided in this Agreement. The parties recognize that the costs associated with the Project may increase or decrease. The parties also recognize that costs do not necessarily equal otherwise taxable value.

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

3. Project Schedule. The scheduled estimated starting month for the Project investments to be made in building, machinery, equipment, furniture, fixtures and/or inventory is July 2021; and the scheduled estimated completion month for such investments is no later than September 2029. The estimates provided in this Section are good faith estimates provided pursuant to R.C. Section 3735.671(B) and shall not be construed in a manner that would limit the amount or term of the tax exemptions provided in this Agreement, other than as those tax exemptions are limited in Sections 6 of this Agreement.

4. Employee Positions. The Owners estimate that there will be created at the Project Site in multiple phases, cumulatively, 1,200 full-time equivalent employee positions with an aggregate annual payroll of \$45,000,000 upon full build-out of the Project and 0 part-time or temporary positions. Hiring of such employees is estimated to commence in the September 2022 and to continue incrementally over the succeeding 8 years. Currently, the Owners have 0 employees at the Project Site; therefore, no employee positions will be retained by the Owners in connection with the Project. The Developer has 0 employees in Ohio. The estimates provided in this Section 4 are good faith estimates provided pursuant to R.C. Section 3735.671(B) and shall not be construed in a manner that would limit the amount or term of the tax exemptions provided in this Agreement. The parties recognize that the employment and payroll estimates associated with the Project may increase or decrease. The parties also recognize that it is anticipated that all employees at the Project Site will be hired by other Owners.

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

6. Real Property Tax Exemption. Except as otherwise provided in paragraphs 6.1 – 6.4, the County hereby grants a minimum 10 year, 50% real property tax exemption pursuant to R.C. Section 3735.67 for the assessed value of new structures at the Project Site. For each separately identifiable real property improvement, the exemption commences the first year such real property improvement would first be taxable were that property not hereby exempted from taxation. The

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

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

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

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

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

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

Although exemption under this Agreement for any separately identifiable real property improvement lasts for only fifteen (15) years at the most, the real property exemption period for the Project as a whole is expected to last more than fifteen (15) years. The exemptions set forth in this Section shall apply irrespective of whether the real property is owned by an Owner, or, in accordance with Section 16 of this Agreement, Section 20 of this Agreement, or both Sections 16 and 20 of this Agreement, by another entity or other entities.

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

8. Payment of Non-Exempt Taxes.

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

B. Pursuant to the applicable JEDD Agreement between Turtlecreek Township and the City of Monroe established in 2021, each Occupant (defined below) shall pay such municipal or JEDD income taxes as are levied against such Occupant and shall file all tax reports and returns as required by law in connection therewith. "Occupant" includes any person having a right to occupy or regularly use all or any portion of any Building, whether such right to occupy or regularly use all or any portion of any Building arises under any lease, license, or other agreement, and whether any such right is granted by an Owner or by any other Occupant, including, but not limited to, third-party logistics companies, but does not include persons that provide limited services to an Owner or an Occupant, such as security guard companies, janitorial service companies and consulting service companies.

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

a cumulative amount of \$45,000,000 by December 31, 2030 (collectively, the "Payroll Benchmarks"). If the Owners fail to maintain payroll equal to at least 90% of the Payroll Benchmarks, any such Owner failing to meet the Payroll Benchmarks shall make payments in lieu of municipal or JEDD income taxes equivalent to the income taxes generated by 90% of the difference between the actual payroll for the applicable year and the Payroll Benchmarks ("Maintenance payments") and as shall be agreed upon in a separate development agreement. If an Occupant fails to pay such taxes, Maintenance payments, or file such returns and reports, and such a failure is not corrected by the Occupant or the Owner within sixty (60) days of written notice thereof to such Occupant and to the Owner of the Building (with such notice redacted to the extent necessary to protect confidential information of the Occupant), all exemptions from taxation granted under this Agreement with respect to the Building occupied by such Occupant shall be rescinded beginning with the year for which such unpaid taxes are charged or such unfiled reports or returns are required to be filed and thereafter, subject to reinstatement as set forth below. Any such rescission, as provided in this Section, shall have no effect on exemptions from taxation granted under this Agreement with respect to Buildings occupied by Occupants other than such defaulting Occupant. For Buildings occupied by more than one Occupant, any exemption rescinded pursuant to this Section shall only be rescinded for that portion of the Building occupied by the Occupant in violation of this Section ("Partial Rescission"). The remaining portion of the Building shall continue to receive any such exemptions granted pursuant to this Agreement. This Partial Rescission shall be effectuated pursuant to R.C. Section 5713.04, which permits parcels to be split-listed when only a portion is exempt from property tax. Upon the completion of the occupancy of a Building by an Occupant that defaulted under this Section, the Owner of the Building may apply for reinstatement of the exemption for the Building, which reinstatement shall not be unreasonably denied, delayed or conditioned by the County.

D. In addition, each Owner agrees to contractually require each Occupant of each such Owner's Buildings to provide such information, in such content, detail, and format as shall be reasonably determined by the County, that may be required by the County to enforce this agreement's provisions pertaining to municipal income tax or JEDD income tax, including its obligations to account for and share income tax revenue with any other entity. Each Owner shall include in any lease, license, or any other agreement with any Occupant an acknowledgment of this obligation. Each Owner acknowledges that failure by an Occupant to provide such information may be grounds for modification or termination of the exemptions granted under this Agreement with respect to the portion of any Building occupied by a defaulting Occupant, after the County first provides sixty (60) days' written notice to the Occupant and the Owner in the manner set forth above.

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

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

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

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

10. Revocation of CRA. If for any reason the County revokes or purports to revoke the designation of the CRA, entitlements granted under this Agreement shall continue for the number of years specified in this Agreement, unless an Owner materially fails to fulfill its obligations under this Agreement and such failure is not corrected within thirty (30) days of written notice thereof to such Owner, and consequently, the County terminates or modifies the exemptions from taxation granted in this Agreement with respect to property of such Owner from the date of the material failure. Any such termination or modification, as provided in this Section, shall have no effect on exemptions from taxation granted in this Agreement with respect to property of Owners other than such defaulting Owner(s). Except for any amendment, revocation, modification, suspension or termination otherwise permitted under this Agreement, the County agrees that it will not amend or revoke the CRA designation as to the Project Site, or modify the incentives available under that designation for the Project Site, prior to 2029.

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

12. Termination, Suspension or Modification Upon Default. If an Owner materially fails to fulfill its obligations under this Agreement and such failure is not corrected within thirty (30) days of written notice thereof to such Owner (provided, however, that such opportunity to cure such default shall not, under any circumstance, and notwithstanding anything to the contrary in this agreement, toll or otherwise suspend any obligation of any Owner or Occupant to pay any non-exempt taxes, real property taxes, municipal income taxes, or JEDD income taxes), or if the County determines that the certification as to delinquent taxes required by this Agreement is fraudulent, the County may terminate, suspend or modify the exemptions from taxation granted under this Agreement with respect to property of the Owner which is in such default or which has made such fraudulent certification, from the date of the material failure. Any such termination, suspension, or modification, as provided in this Section, shall have no effect on exemptions from

taxation granted under this Agreement with respect to property of Owners other than such defaulting Owner(s). Moreover, in recognition of the mutual benefit to be secured from providing exemptions to Owners, which will enable Owners to sell or lease buildings to entities that will cause the creation or retention of employment positions within the County, the County shall limit any termination, suspension or modification so as to limit the effect of the termination, suspension or modification to the Owner or entity primarily responsible for the material failure.

13. Approval by the County. The Owners and the County acknowledge that this Agreement must be approved by formal actions of the legislative authority of the County as a condition for this Agreement to take effect. This Agreement takes effect upon such approval.

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

15. Revocation of Exemptions. Exemptions from taxation granted under this Agreement shall be revoked with respect to an Owner if it is determined that such violating Owner, any successor enterprise to such violating Owner, or any related member of such violating Owner (as those terms are defined in division (E) of Section 3735.671 of the Ohio Revised Code) has violated the prohibition against entering into the Agreement under Division (E) of Section 3735.671 or Section 5709.62 or 5709.63 of the Ohio Revised Code prior to the time prescribed by that division or either of those sections. Any such revocation, as provided in this Section, shall have no effect on exemptions from taxation granted under this Agreement with respect to property of Owners other than such violating Owner(s).

16. Transfer and/or Assignment; Release from Liability.

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

Property, and (ii) certifies to the validity, as to the Permitted Transferee, of the representations, warranties and covenants contained herein and in the Assumption Agreement. Upon the receipt by the County of such Assumption Agreement, as to the Transferred Property the Permitted Transferee shall have all entitlements and rights to tax exemptions, and obligations, as an "Owner" under this Agreement, in the same manner and with like effect as if the Permitted Transferee had been the original Owner and a signatory to this Agreement. The County agrees to execute each such Assumption Agreement and to deliver an original thereof to the Permitted Transferee.

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

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

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

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

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

21. Notices. Any notices, statements, acknowledgements, consents, approvals, certificates or requests required to be given on behalf of any party to this Agreement shall be made in writing addressed as follows and sent by (i) registered or certified mail, return receipt requested, and shall

be deemed delivered when the return receipt is signed, refused or unclaimed, (ii) by nationally recognized overnight delivery courier service and shall be deemed delivered the next business day after acceptance by the courier service with instructions for next-business-day delivery, or (iii) by facsimile transmission and shall be deemed delivered upon receipt of confirmation of transmission:

If to the County, to:

Matthew Schnipke

Director of Economic Development

Warren County

406 Justice Drive, Suite 301

Lebanon, OH 45036

If to the Developer, to:

Douglas A. Armbruster

Senior Vice President and Managing Director

Core5 Industrial Partners, LLC

250 Grandview Drive, Suite 260

Ft. Mitchell, KY 41017

With copy to:

[corporate counsel]

And to:

Chris L. Connelly, Esq.

Taft Stettinius & Hollister LLP

65 E. State Street, Suite 1000

Columbus, OH 43215

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

22. R.C. Section 9.66 Covenants. Each of the Owners affirmatively covenants that it has made no false statements to the State or any local political subdivision in the process of obtaining approval of the CRA tax exemptions; and that it does not owe: (i) any delinquent taxes to the State or a political subdivision of the State; (ii) any moneys to the State or a State agency for the administration or enforcement of any environmental laws of the State; and (3) any other moneys to the State, a State agency or a political subdivision of the State that are past due, whether the amounts owed are being contested in a court of law or not. If any representative of any of the Owners has knowingly made a false statement to the State or any local political subdivision to obtain the CRA tax exemptions, such Owner shall be required to immediately return all benefits received by it under this Agreement pursuant to R.C. Section 9.66(C)(2) and such Owner shall be ineligible for any future economic development assistance from the State, any State agency or a political subdivision pursuant to R.C. Section 9.66(C)(1). Any person who provides a false statement to secure economic development assistance may be guilty of falsification, a

misdemeanor of the first degree, pursuant to R.C. Section 2921.13(D)(1), which is punishable by a fine of not more than \$1,000 and/or a term of imprisonment of not more than six (6) months. Any such requirement to return benefits under this Agreement, and/or ineligibility for future economic development assistance, as provided in this Section, shall have no applicability to nor effect on Owners other than such violating Owner(s).

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

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

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

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

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

[Remainder of this Page Intentionally Left Blank.]


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

WARREN COUNTY BOARD OF COMMISSIONERS,

By:  _____


By Resolution No. dated

APPROVED AS TO FORM:



Adam M. Nica, A.P.A.

CFPN OHIO, LLC

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

STATE OF Ohio

COUNTY OF Warren SS:

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

Tina Osborne
Notary Public



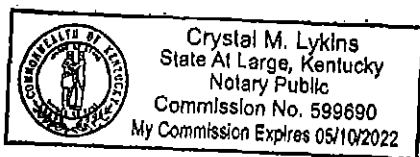
TINA OSBORNE
NOTARY PUBLIC, STATE OF OHIO
My Commission Expires May 30, 2028

STATE OF Kentucky

COUNTY OF Kenton SS:

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

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



Crystal M. Lykins
Notary Public

APPROVAL OF BOARD OF EDUCATION

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

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

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

EXHIBIT A
TO COMMUNITY REINVESTMENT AREA AGREEMENT

Legal Descriptions of Project Site

(attached hereto)

EXHIBIT "A"
LEGAL DESCRIPTION

Description of 295.9888 acre parcel

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

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

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

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

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

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

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

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

EXHIBIT "A"
(continued)

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

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

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

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

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

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

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

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

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

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

EXHIBIT "A"
(continued)

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

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

The survey plat of which is file in Volume ____, Plat ____ of the Warren County Engineer's record of land surveys.

INGRESS-EGRESS EASEMENT

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

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

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

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

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

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

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

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

EXHIBIT "A"
(continued)

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

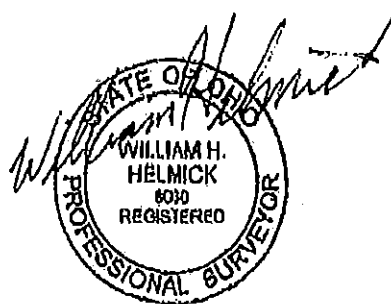
Thence N 84° 38' 05" W, on a new line through the lands of State of Ohio, 64.38 feet to a point;

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

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

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

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



9/15/2020

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

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

WITNESSETH:

WHEREAS, the COUNTY, by Resolution No. 18-1777, adopted on November 13, 2018 (the "Resolution") designated the area specified in the Resolution as a Community Reinvestment Area ("CRA") pursuant to sections 3735.65 through 3735.70 of the Ohio Revised Code (the "CRA Act"), and authorized a real property tax exemption for the construction of new structures and the remodeling of existing structures in the CRA in accordance with the CRA Act; and,

WHEREAS, in accordance with the CRA Act, upon receipt of an application, the COUNTY may negotiate and enter into a community reinvestment agreement with an applicant, and as applicable, such agreement may require the consent of the local school district where the CRA is located; and,

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

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

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

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

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

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

3. Project Schedule. The scheduled estimated starting month for the Project investments to be made in building, machinery, equipment, furniture, fixtures and/or inventory is March 1, 2022; and the scheduled estimated completion month for such investments is no later than December 31, 2031. The estimates provided in this Section are good faith estimates provided pursuant to R.C. Section 3735.671(B) and shall not be construed in a manner that would limit the amount or term of the tax exemptions provided in this Agreement, other than as those tax exemptions are limited in Section 6 of this Agreement.

B. To amend and restate paragraph 6 as follows:

6. Real Property Tax Exemption. Except as otherwise provided in paragraphs 6.1 – 6.4, the County hereby grants a minimum 10 year, 50% real property tax exemption pursuant to R.C. Section 3735.67 for the assessed value of new structures at the Project Site. For each separately identifiable real property improvement, the exemption commences the first year such real property improvement would first be taxable were that property not hereby exempted from taxation. The benchmarks described in Sections 6.1-6.3 below are referred to herein as the "Building Benchmarks."

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

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

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

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

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

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

Although exemption under this Agreement for any separately identifiable real property improvement lasts for only fifteen (15) years at the most, the real property exemption period for the Project as a whole is expected to last more than fifteen (15) years. The exemptions set forth in this Section shall apply irrespective of whether the real property is owned by an Owner, or, in accordance with Section 16 of this Agreement, Section 20 of this Agreement, or both Sections 16 and 20 of this Agreement, by another entity or other entities.

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

COUNTY

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

WARREN COUNTY
BOARD OF COMMISSIONERS

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

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

DAVID P. FORNSHELL
PROSECUTING ATTORNEY
WARREN COUNTY, OHIO

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

OWNER

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

CFPN OHIO, LLC

SIGNATURE: 

PRINTED NAME: Douglas A. Armbruster

TITLE: Senior VP & Managing Director

DATE: 3/31/2022

APPROVAL AND CONSENT OF BOARD OF EDUCATION

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

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

SIGNATURE: SEE FOLLOWING PAGE

PRINTED NAME: _____


TITLE: _____

DATE: _____

OWNER

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


CFPN OHIO, LLC

SIGNATURE: 
PRINTED NAME: Douglas A. Armbruster
TITLE: Senior VP & Managing Director
DATE: 3/3/2022

APPROVAL AND CONSENT OF BOARD OF EDUCATION

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

BOARD OF EDUCATION OF THE
LEBANON CITY SCHOOL DISTRICT

SIGNATURE: 
PRINTED NAME: MICHAEL J LANE
TITLE: PRESIDENT - BOE
DATE: 3/21/22

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

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

WITNESSETH:

WHEREAS, the COUNTY, on November 13, 2018, adopted Resolution No. 18-1777, designated the area specified in such Resolution as a Community Reinvestment Area (“CRA”) pursuant to sections 3735.65 through 3735.70 of the Ohio Revised Code (the “CRA Act”), and authorized a real property tax exemption for the construction of new structures and the remodeling of existing structures in the CRA in accordance with the CRA Act; and,

WHEREAS, in accordance with the CRA Act, upon receipt of a CRA application, the COUNTY may negotiate and enter into a community reinvestment agreement with an applicant, and as applicable, such agreement may require the consent of the local school district where the CRA is located; and,

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

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

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

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

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

COUNTY

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

**WARREN COUNTY
BOARD OF COMMISSIONERS**

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

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

DAVID P. FORNSHELL
PROSECUTING ATTORNEY
WARREN COUNTY, OHIO

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

OWNER

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

CFPN OHIO, LLC
SIGNATURE: Douglas A. Aronovstein
PRINTED NAME: Douglas A. Aronovstein
TITLE: Asst Secretary
DATE: 8-25-2023

APPROVAL AND CONSENT OF BOARD OF EDUCATION

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

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

SIGNATURE:  _____

PRINTED NAME: MICHAEL J LANG

TITLE: PRESIDENT

DATE: 8/21/23

EXHIBIT B

TO ASSIGNMENT AND ASSUMPTION AGREEMENT

[Copy of Instrument Conveying the Transferred Property]



DocId:8872043

Tx:4504273

LINDA ODA
WARREN COUNTY RECORDER

2023-006884

DEED

04/12/2023 09:30:12 AM

REC FEE: 50.00 PGS: 4

PIN:

TRANSFERRED

APR 12 2023

SOPT
EX
TP

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

4,500
Bayer
Belknap

QUIT CLAIM DEED

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

See Exhibit A attached hereto

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

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

Tax Parcel Number(s): _____

Executed this 6 day of March, 2023.

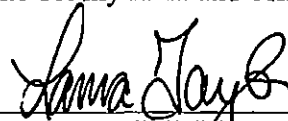
CFPN OHIO, LLC, a Delaware limited liability company

By: Linda D. Booker
Linda D. Booker, Secretary and
Chief Financial Officer

STATE OF GEORGIA)
) SS:
COUNTY OF FULTON)

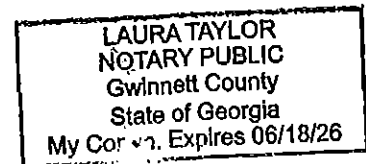
BEFORE ME, a Notary Public in and for said County and State, personally appeared the above named CFPN Ohio, LLC, a Delaware limited liability company, by Linda D. Booker, its Secretary and Chief Financial Officer, who acknowledged that she did sign the foregoing instrument and that the same is her free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

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



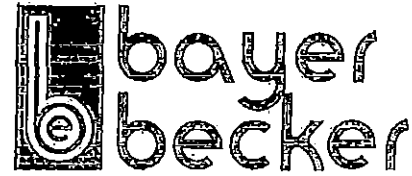
NOTARY PUBLIC

My commission expires: 6-18-26



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

Date: December 19, 2022 **EXHIBIT "A"**
Description: Parcel "A"
CFPN Ohio, LLC
Location: Turtlecreek Township
Warren County, Ohio



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

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

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

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

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

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

- 2) with a curve to the left, having a central angle of 23° 10' 01", a radius of 637.00 feet, an arc length of 257.56 feet, and a chord bearing and distance of North 31° 10' 49" West, 265.81 feet to a found 5/8" Iron pin (capped "Bayer Becker") on its north terminus;

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

- 1) continuing with a curve to the left, having a central angle of 27° 44' 26", a radius of 637.00 feet, an arc length of 308.41 feet, and a chord bearing and distance of North 56° 38' 02" West, 305.41 feet to a set 5/8" Iron pin;
- 2) North 70° 30' 14" West, 1766.75 feet to a set 5/8" Iron pin;
- 3) with a curve to the right, having a central angle of 80° 03' 00", a radius of 33.00 feet, an arc length of 51.87 feet, and a chord bearing and distance of North 26° 28' 44" West, 46.69 feet to a set 5/8" Iron pin;
- 4) North 19° 32' 46" East, 1345.49 feet to a set 5/8" iron pin on the north boundary of said CFPN Ohio, LLC and being on the north line of said Section 6 and the south boundary of the lands of Board of Warren County Commissioners (16.00 Ac.) as recorded in Deed Book 418, Page 93;

thence, leaving said new division line and with the north line extended of said Section 6 and the north line of said Section 36 and being the south boundary extended of said lands of Board of Warren County Commissioners (16.00 Ac.) and the south boundary extended of the lands of Jeff and Shannon Wieland (101.354 Ac.) as recorded in Document Number 2018-017173 and the south boundary of the lands of PAP Oil Company, LLC (208.0348 Ac.) as recorded in Document Number 2020-043439, South 84° 05' 40" East, (passing the northeast corner of said Section 6 and the northwest corner of said Section 36 at 801.42 feet) 2329.96 feet to a found 5/8" Iron pin (capped "Bayer Becker") on the northwest corner of Open Space "MM" of Shaker Run, Section Eleven as recorded in Plat Book 106, Page 28;

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

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

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

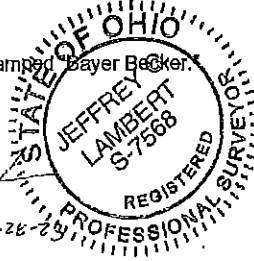
Basis of Bearings: Survey Volume 152, Page 50.

Prior Deed Reference: Document Number 2021-054261.

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

APPROVED
WARREN CO. MAP DEPT.
DATE 4-12-2023
BY K. WDSYK

www.bayerbecker.com



Page 2 of 2

OLD 12-36-100-003 203.4421 acR, 67.5466 ac in Sec 6, 115.8965 ac in Sec 36
NEW 12-36-100-004 99.2160 ac, 26.0375 ac in Sec 6, 73.1785 in Sec 36
REM 12-36-100-005 104.2271 acR, 41.5091 acR in Sec 6, 42.7180 in Sec 36

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

Resolution

Number 24-0563

Adopted Date April 23, 2024

ENTERING INTO A PARTIAL ASSIGNMENT AND ASSUMPTION AGREEMENT WITH CFPN OHIO, LLC AND C5 ENCORE 3, LLC RELATED TO THE PREVIOUSLY AUTHORIZED COMMUNITY REINVESTMENT AREA AGREEMENT

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

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

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

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

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

WHEREAS, CFPN Ohio, LLC has submitted the necessary documentation to effectuate the partial assignment and assumption agreement with C5 Encore 3, LLC; and

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

NOW THEREFORE BE IT RESOLVED, to enter into a partial assignment and assumption with CFPN Ohio, LLC and C5 Encore 3, LLC.

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

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

Resolution adopted this 23rd day of April 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: c/a—CFPN Ohio LLC
c/a—C5 Encore 3 LLC
Economic Development (file)

PARTIAL ASSIGNMENT AND ASSUMPTION AGREEMENT

This **PARTIAL ASSIGNMENT AND ASSUMPTION AGREEMENT** (the "Agreement") is made and entered into by and between the Warren County Board of Commissioners (the "County"), a political subdivision of the State of Ohio; CFPN OHIO, LLC, a Delaware limited liability company (the "Developer" or the "Company") and C5 ENCORE 3, LLC, a Delaware limited liability company (the "Successor"). Except as otherwise provided herein, capitalized terms used herein shall have the same meanings as in the Community Reinvestment Area Agreement between the Developer and the County, dated May 25, 2021 (as subsequently amended, the "CRA Agreement," a copy of which is attached hereto as Exhibit A and incorporated herein).

WITNESSETH:

WHEREAS, pursuant to Ohio Revised Code ("R.C.") Sections 3735.65 through 3735.70 (the "CRA Act"), the County, by Resolution No. 18-1777 adopted on November 13, 2018, created the Turtlecreek Township Community Reinvestment Area (the "CRA") to include the area specified in the Resolution as an authorized real property tax exemption for the construction of new structures and the remodeling of existing structures in the CRA in accordance with the CRA Act; and

WHEREAS, on May 25, 2021, the Company and the County entered into the CRA Agreement, concerning the development of a commerce center with related site improvements, at the Project Site as defined in the CRA Agreement (as particularly described in Exhibit A to the CRA Agreement); and

WHEREAS, by virtue of that certain Quit Claim Deed dated December 15, 2022 and recorded December 28, 2022 (the "Transfer Instrument"), a copy of which is attached hereto as Exhibit B, the Successor has succeeded on December 15, 2023 (the "Transfer Date") to the interest of the Company (or a successor to the Company) in all or part of the Project Site or a Building at the Project Site (such transferred property may be referred to hereinafter as the "Transferred Property"); the Transferred Property acquired or leased by the Successor is identified in the Transfer Instrument; and

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

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

1. From and after the Transfer Date, the Company hereby assigns (a) all of the obligations, agreements, covenants and restrictions set forth in the CRA Agreement

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

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

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

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

C5 ENCORE 3, LLC
1230 Peachtree Street NE, Suite 1000
Atlanta, GA 30309
Attn: General Counsel

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

[signature page follows]

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

WARREN COUNTY BOARD OF COMMISSIONERS

By: _____

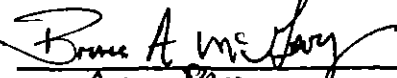
Print Name: _____

Title: _____

By Resolution No. _____ dated _____, 2024

Verified and Certified:

APPROVED AS TO FORM:



Asst PROS

COMPANY

CFPN OHIO, LLC, a Delaware limited liability company

By:  _____

Print Name: Robert M. Marston

Title: Assistant Secretary

SUCCESSOR

Name of Successor: C5 ENCORE 3, LLC, a Delaware limited liability company

By:  _____


Print Name: Robert M. Marston

Title: Assistant Secretary

ACKNOWLEDGMENT OF DEVELOPER

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

CFPN OHIO, LLC

By: 

Print Name: Robert M. Marston

Title: Assistant Secretary

EXHIBIT A
TO ASSIGNMENT AND ASSUMPTION AGREEMENT

[Copy of the CRA Agreement]

COMMUNITY REINVESTMENT AREA AGREEMENT

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

WITNESSETH:

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

WHEREAS, the County, by Resolution No. 18-1777, adopted on November 13, 2018 (the "Resolution"), designated the area specified in the Resolution as the Community Reinvestment Area (the "CRA") pursuant to Ohio Revised Code ("R.C.") Sections 3735.65 through 3735.70 (the "CRA Act"), and authorized a real property tax exemption for the construction of new structures and the remodeling of existing structures in the CRA in accordance with the CRA Act; and

WHEREAS, the Developer acquired the real property contained within Warren County and the CRA, consisting of 292.8794 Acres, described in Exhibit A attached hereto (the "Project Site"); and

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

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

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

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

WHEREAS, Developer intends to either expand its operations to additional buildings on the Project Site and/or transfer applicable portions of the Project Site upon which a Building is located or parts thereof to one or more transferees by lease, sale and/or other means of transfer (the Developer and such transferees other than by lease, together with any successors and assigns, collectively or singly, as the context requires, may be referred to hereinafter from time to time as an "Owner" or the "Owners"); each such transfer other than by lease may be made pursuant to a certain assignment and assumption agreement as described more fully in Section 16 hereof in order to bind each Owner to and under this Agreement; and

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

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

WHEREAS, the Project Area is located in the Lebanon City School District, and the board of education of the School District has been notified of the proposed approval of this Agreement in accordance with R.C. Sections 3735.671 and 5709.83, or has waived such notice, and has been given a copy of the Application and a draft of this Agreement; and

WHEREAS, pursuant to R.C. Section 3735.671, the School District has (i) approved the terms of this Agreement, including the maximum abatement of real property tax permitted by the Resolution of 75% for fifteen (15) years subject to the terms below; (ii) waived their rights to receive the forty-five (45) day and fourteen (14) day notices under R.C. Sections 3735.67 and 5709.83; and (iii) consented to the approval and execution of this Agreement; and

WHEREAS, the County, by Resolution No 21-0719 adopted on 5-25-21, has approved the terms of this Agreement and authorized its execution; and

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

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

1. **Project.** The cost of the investments to be made in connection with the Project by the Owners is estimated to exceed \$116,000,000 across multiple phases for construction of new buildings (exclusive of any amounts for acquisition of machinery and equipment, furniture and fixtures, and inventory) to contain, cumulatively, up to 2,800,000 square feet of space on the

Project Site. There are no existing buildings at the Project Site. The estimates provided in this Section are good faith estimates provided pursuant to R.C. Section 3735.671(B) and shall not be construed in a manner that would limit the amount or term of the tax exemptions provided in this Agreement. The parties recognize that the costs associated with the Project may increase or decrease. The parties also recognize that costs do not necessarily equal otherwise taxable value.

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

3. Project Schedule. The scheduled estimated starting month for the Project investments to be made in building, machinery, equipment, furniture, fixtures and/or inventory is July 2021; and the scheduled estimated completion month for such investments is no later than September 2029. The estimates provided in this Section are good faith estimates provided pursuant to R.C. Section 3735.671(B) and shall not be construed in a manner that would limit the amount or term of the tax exemptions provided in this Agreement, other than as those tax exemptions are limited in Sections 6 of this Agreement.

4. Employee Positions. The Owners estimate that there will be created at the Project Site in multiple phases, cumulatively, 1,200 full-time equivalent employee positions with an aggregate annual payroll of \$45,000,000 upon full build-out of the Project and 0 part-time or temporary positions. Hiring of such employees is estimated to commence in the September 2022 and to continue incrementally over the succeeding 8 years. Currently, the Owners have 0 employees at the Project Site; therefore, no employee positions will be retained by the Owners in connection with the Project. The Developer has 0 employees in Ohio. The estimates provided in this Section 4 are good faith estimates provided pursuant to R.C. Section 3735.671(B) and shall not be construed in a manner that would limit the amount or term of the tax exemptions provided in this Agreement. The parties recognize that the employment and payroll estimates associated with the Project may increase or decrease. The parties also recognize that it is anticipated that all employees at the Project Site will be hired by other Owners.

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

6. Real Property Tax Exemption. Except as otherwise provided in paragraphs 6.1 – 6.4, the County hereby grants a minimum 10 year, 50% real property tax exemption pursuant to R.C. Section 3735.67 for the assessed value of new structures at the Project Site. For each separately identifiable real property improvement, the exemption commences the first year such real property improvement would first be taxable were that property not hereby exempted from taxation. The

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

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

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

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

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

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

Although exemption under this Agreement for any separately identifiable real property improvement lasts for only fifteen (15) years at the most, the real property exemption period for the Project as a whole is expected to last more than fifteen (15) years. The exemptions set forth in this Section shall apply irrespective of whether the real property is owned by an Owner, or, in accordance with Section 16 of this Agreement, Section 20 of this Agreement, or both Sections 16 and 20 of this Agreement, by another entity or other entities.

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

8. Payment of Non-Exempt Taxes.

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

B. Pursuant to the applicable JEDD Agreement between Turtlecreek Township and the City of Monroe established in 2021, each Occupant (defined below) shall pay such municipal or JEDD income taxes as are levied against such Occupant and shall file all tax reports and returns as required by law in connection therewith. "Occupant" includes any person having a right to occupy or regularly use all or any portion of any Building, whether such right to occupy or regularly use all or any portion of any Building arises under any lease, license, or other agreement, and whether any such right is granted by an Owner or by any other Occupant, including, but not limited to, third-party logistics companies, but does not include persons that provide limited services to an Owner or an Occupant, such as security guard companies, janitorial service companies and consulting service companies.

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

a cumulative amount of \$45,000,000 by December 31, 2030 (collectively, the "Payroll Benchmarks"). If the Owners fail to maintain payroll equal to at least 90% of the Payroll Benchmarks, any such Owner failing to meet the Payroll Benchmarks shall make payments in lieu of municipal or JEDD income taxes equivalent to the income taxes generated by 90% of the difference between the actual payroll for the applicable year and the Payroll Benchmarks ("Maintenance payments") and as shall be agreed upon in a separate development agreement. If an Occupant fails to pay such taxes, Maintenance payments, or file such returns and reports, and such a failure is not corrected by the Occupant or the Owner within sixty (60) days of written notice thereof to such Occupant and to the Owner of the Building (with such notice redacted to the extent necessary to protect confidential information of the Occupant), all exemptions from taxation granted under this Agreement with respect to the Building occupied by such Occupant shall be rescinded beginning with the year for which such unpaid taxes are charged or such unfiled reports or returns are required to be filed and thereafter, subject to reinstatement as set forth below. Any such rescission, as provided in this Section, shall have no effect on exemptions from taxation granted under this Agreement with respect to Buildings occupied by Occupants other than such defaulting Occupant. For Buildings occupied by more than one Occupant, any exemption rescinded pursuant to this Section shall only be rescinded for that portion of the Building occupied by the Occupant in violation of this Section ("Partial Rescission"). The remaining portion of the Building shall continue to receive any such exemptions granted pursuant to this Agreement. This Partial Rescission shall be effectuated pursuant to R.C. Section 5713.04, which permits parcels to be split-listed when only a portion is exempt from property tax. Upon the completion of the occupancy of a Building by an Occupant that defaulted under this Section, the Owner of the Building may apply for reinstatement of the exemption for the Building, which reinstatement shall not be unreasonably denied, delayed or conditioned by the County.

D. In addition, each Owner agrees to contractually require each Occupant of each such Owner's Buildings to provide such information, in such content, detail, and format as shall be reasonably determined by the County, that may be required by the County to enforce this agreement's provisions pertaining to municipal income tax or JEDD income tax, including its obligations to account for and share income tax revenue with any other entity. Each Owner shall include in any lease, license, or any other agreement with any Occupant an acknowledgment of this obligation. Each Owner acknowledges that failure by an Occupant to provide such information may be grounds for modification or termination of the exemptions granted under this Agreement with respect to the portion of any Building occupied by a defaulting Occupant, after the County first provides sixty (60) days' written notice to the Occupant and the Owner in the manner set forth above.

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

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

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

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

10. Revocation of CRA. If for any reason the County revokes or purports to revoke the designation of the CRA, entitlements granted under this Agreement shall continue for the number of years specified in this Agreement, unless an Owner materially fails to fulfill its obligations under this Agreement and such failure is not corrected within thirty (30) days of written notice thereof to such Owner, and consequently, the County terminates or modifies the exemptions from taxation granted in this Agreement with respect to property of such Owner from the date of the material failure. Any such termination or modification, as provided in this Section, shall have no effect on exemptions from taxation granted in this Agreement with respect to property of Owners other than such defaulting Owner(s). Except for any amendment, revocation, modification, suspension or termination otherwise permitted under this Agreement, the County agrees that it will not amend or revoke the CRA designation as to the Project Site, or modify the incentives available under that designation for the Project Site, prior to 2029.

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

12. Termination, Suspension or Modification Upon Default. If an Owner materially fails to fulfill its obligations under this Agreement and such failure is not corrected within thirty (30) days of written notice thereof to such Owner (provided, however, that such opportunity to cure such default shall not, under any circumstance, and notwithstanding anything to the contrary in this agreement, toll or otherwise suspend any obligation of any Owner or Occupant to pay any non-exempt taxes, real property taxes, municipal income taxes, or JEDD income taxes), or if the County determines that the certification as to delinquent taxes required by this Agreement is fraudulent, the County may terminate, suspend or modify the exemptions from taxation granted under this Agreement with respect to property of the Owner which is in such default or which has made such fraudulent certification, from the date of the material failure. Any such termination, suspension, or modification, as provided in this Section, shall have no effect on exemptions from

taxation granted under this Agreement with respect to property of Owners other than such defaulting Owner(s). Moreover, in recognition of the mutual benefit to be secured from providing exemptions to Owners, which will enable Owners to sell or lease buildings to entities that will cause the creation or retention of employment positions within the County, the County shall limit any termination, suspension or modification so as to limit the effect of the termination, suspension or modification to the Owner or entity primarily responsible for the material failure.

13. Approval by the County. The Owners and the County acknowledge that this Agreement must be approved by formal actions of the legislative authority of the County as a condition for this Agreement to take effect. This Agreement takes effect upon such approval.

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

15. Revocation of Exemptions. Exemptions from taxation granted under this Agreement shall be revoked with respect to an Owner if it is determined that such violating Owner, any successor enterprise to such violating Owner, or any related member of such violating Owner (as those terms are defined in division (E) of Section 3735.671 of the Ohio Revised Code) has violated the prohibition against entering into the Agreement under Division (E) of Section 3735.671 or Section 5709.62 or 5709.63 of the Ohio Revised Code prior to the time prescribed by that division or either of those sections. Any such revocation, as provided in this Section, shall have no effect on exemptions from taxation granted under this Agreement with respect to property of Owners other than such violating Owner(s).

16. Transfer and/or Assignment; Release from Liability.

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

Property, and (ii) certifies to the validity, as to the Permitted Transferee, of the representations, warranties and covenants contained herein and in the Assumption Agreement. Upon the receipt by the County of such Assumption Agreement, as to the Transferred Property the Permitted Transferee shall have all entitlements and rights to tax exemptions, and obligations, as an "Owner" under this Agreement, in the same manner and with like effect as if the Permitted Transferee had been the original Owner and a signatory to this Agreement. The County agrees to execute each such Assumption Agreement and to deliver an original thereof to the Permitted Transferee.

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

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

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

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

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

21. Notices. Any notices, statements, acknowledgements, consents, approvals, certificates or requests required to be given on behalf of any party to this Agreement shall be made in writing addressed as follows and sent by (i) registered or certified mail, return receipt requested, and shall

be deemed delivered when the return receipt is signed, refused or unclaimed, (ii) by nationally recognized overnight delivery courier service and shall be deemed delivered the next business day after acceptance by the courier service with instructions for next-business-day delivery, or (iii) by facsimile transmission and shall be deemed delivered upon receipt of confirmation of transmission:

If to the County, to:

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

If to the Developer, to:

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

With copy to:

[corporate counsel]

And to:

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

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

22. R.C. Section 9.66 Covenants. Each of the Owners affirmatively covenants that it has made no false statements to the State or any local political subdivision in the process of obtaining approval of the CRA tax exemptions; and that it does not owe: (i) any delinquent taxes to the State or a political subdivision of the State; (ii) any moneys to the State or a State agency for the administration or enforcement of any environmental laws of the State; and (3) any other moneys to the State, a State agency or a political subdivision of the State that are past due, whether the amounts owed are being contested in a court of law or not. If any representative of any of the Owners has knowingly made a false statement to the State or any local political subdivision to obtain the CRA tax exemptions, such Owner shall be required to immediately return all benefits received by it under this Agreement pursuant to R.C. Section 9.66(C)(2) and such Owner shall be ineligible for any future economic development assistance from the State, any State agency or a political subdivision pursuant to R.C. Section 9.66(C)(1). Any person who provides a false statement to secure economic development assistance may be guilty of falsification, a

misdemeanor of the first degree, pursuant to R.C. Section 2921.13(D)(1), which is punishable by a fine of not more than \$1,000 and/or a term of imprisonment of not more than six (6) months. Any such requirement to return benefits under this Agreement, and/or ineligibility for future economic development assistance, as provided in this Section, shall have no applicability to nor effect on Owners other than such violating Owner(s).

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

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

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

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

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

[Remainder of this Page Intentionally Left Blank.]


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

WARREN COUNTY BOARD OF COMMISSIONERS,

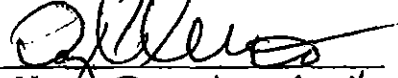
By: 

By Resolution No. dated

APPROVED AS TO FORM:


Adam M. Nica, A.P.A.

CFPN OHIO, LLC

By: 
Print Name: Douglas A. Kempster
Title: ACS Secretary

STATE OF Ohio

COUNTY OF Warren SS:

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

Tina Osborne
Notary Public



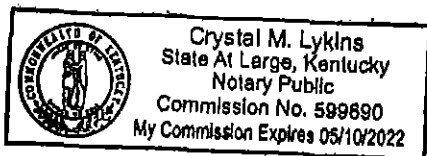
TINA OSBORNE
NOTARY PUBLIC, STATE OF OHIO
My Commission Expires May 30, 2026

STATE OF Kentucky

COUNTY OF Kenton, SS:

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

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



Crystal M. Lykins
Notary Public

APPROVAL OF BOARD OF EDUCATION

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

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

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

EXHIBIT A
TO COMMUNITY REINVESTMENT AREA AGREEMENT

Legal Descriptions of Project Site

(attached hereto)

EXHIBIT "A"
LEGAL DESCRIPTION

Description of 295.9888 acre parcel

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

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

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

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

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

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

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

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

EXHIBIT "A"
(continued)

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

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

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

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

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

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

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

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

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

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

EXHIBIT "A"
(continued)

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

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

The survey plat of which is file in Volume ____, Plat ____ of the Warren County Engineer's record of land surveys.

INGRESS-EGRESS EASEMENT

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

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

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

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

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

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

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

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

EXHIBIT "A"
(continued)

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

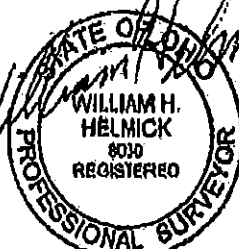
Thence N 84° 38' 05" W, on a new line through the lands of State of Ohio, 64.38 feet to a point;

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

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

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

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

William H. Helmick

9/15/2020

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

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

WITNESSETH:

WHEREAS, the COUNTY, by Resolution No. 18-1777, adopted on November 13, 2018 (the "Resolution") designated the area specified in the Resolution as a Community Reinvestment Area ("CRA") pursuant to sections 3735.65 through 3735.70 of the Ohio Revised Code (the "CRA Act"), and authorized a real property tax exemption for the construction of new structures and the remodeling of existing structures in the CRA in accordance with the CRA Act; and,

WHEREAS, in accordance with the CRA Act, upon receipt of an application, the COUNTY may negotiate and enter into a community reinvestment agreement with an applicant, and as applicable, such agreement may require the consent of the local school district where the CRA is located; and,

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

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

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

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

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

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

3. Project Schedule. The scheduled estimated starting month for the Project investments to be made in building, machinery, equipment, furniture, fixtures and/or inventory is March 1, 2022; and the scheduled estimated completion month for such investments is no later than December 31, 2031. The estimates provided in this Section are good faith estimates provided pursuant to R.C. Section 3735.671(B) and shall not be construed in a manner that would limit the amount or term of the tax exemptions provided in this Agreement, other than as those tax exemptions are limited in Section 6 of this Agreement.

B. To amend and restate paragraph 6 as follows:

6. Real Property Tax Exemption. Except as otherwise provided in paragraphs 6.1 – 6.4, the County hereby grants a minimum 10 year, 50% real property tax exemption pursuant to R.C. Section 3735.67 for the assessed value of new structures at the Project Site. For each separately identifiable real property improvement, the exemption commences the first year such real property improvement would first be taxable were that property not hereby exempted from taxation. The benchmarks described in Sections 6.1-6.3 below are referred to herein as the “Building Benchmarks.”

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

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

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

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

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

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

Although exemption under this Agreement for any separately identifiable real property improvement lasts for only fifteen (15) years at the most, the real property exemption period for the Project as a whole is expected to last more than fifteen (15) years. The exemptions set forth in this Section shall apply irrespective of whether the real property is owned by an Owner, or, in accordance with Section 16 of this Agreement, Section 20 of this Agreement, or both Sections 16 and 20 of this Agreement, by another entity or other entities.

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

COUNTY

IN EXECUTION WHEREOF, the WARREN COUNTY BOARD OF COMMISSIONERS has caused this AMENDMENT No. 1 to be executed by Tom Grossmann its President or Vice-President, on the date stated below, pursuant to Resolution No. 22-0496, dated 4/5/22, a copy of which is attached hereto.

WARREN COUNTY
BOARD OF COMMISSIONERS

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

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

DAVID P. FORNSHELL
PROSECUTING ATTORNEY
WARREN COUNTY, OHIO

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

OWNER

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

CFPN OHIO, LLC

SIGNATURE: _____

PRINTED NAME: Douglas A. Armbruster

TITLE: Senior VP & Managing Director

DATE: 3/31/2022

APPROVAL AND CONSENT OF BOARD OF EDUCATION

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

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

SIGNATURE: SEE FOLLOWING PAGE

PRINTED NAME: _____

TITLE: _____

DATE: _____

OWNER

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

CFPN OHIO, LLC

SIGNATURE: 

PRINTED NAME: Douglas A. Armbruster

TITLE: Senior VP & Managing Director

DATE: 3/3/2022

APPROVAL AND CONSENT OF BOARD OF EDUCATION

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

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

SIGNATURE: 

PRINTED NAME: MICHAEL J LANE

TITLE: PRESIDENT - BOE

DATE: 3/21/22

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

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

WITNESSETH:

WHEREAS, the COUNTY, on November 13, 2018, adopted Resolution No. 18-1777, designated the area specified in such Resolution as a Community Reinvestment Area (“CRA”) pursuant to sections 3735.65 through 3735.70 of the Ohio Revised Code (the “CRA Act”), and authorized a real property tax exemption for the construction of new structures and the remodeling of existing structures in the CRA in accordance with the CRA Act; and,

WHEREAS, in accordance with the CRA Act, upon receipt of a CRA application, the COUNTY may negotiate and enter into a community reinvestment agreement with an applicant, and as applicable, such agreement may require the consent of the local school district where the CRA is located; and,

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

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

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

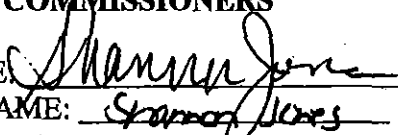
WHEREAS, paragraph 20 of the Agreement allows for modification of the terms of the Agreement to reflect the exact legal and financial structure used by the OWNER in developing, equipping, and operating the Project, upon the request by the OWNER to amend the Agreement; and,

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

COUNTY


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

**WARREN COUNTY
BOARD OF COMMISSIONERS**

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

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

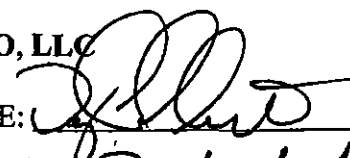
DAVID P. FORNSHELL
PROSECUTING ATTORNEY
WARREN COUNTY, OHIO


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

OWNER

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

CFPN OHIO, LLC

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

APPROVAL AND CONSENT OF BOARD OF EDUCATION

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

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

SIGNATURE: 

PRINTED NAME: MICHAEL J LANG

TITLE: PRESIDENT

DATE: 8/21/23

EXHIBIT B
TO ASSIGNMENT AND ASSUMPTION AGREEMENT

[Copy of Instrument Conveying the Transferred Property]

TRANSFERRED
Dec 28, 2022

SEC 319.902 COMPLIED WITH
MATT NOLAN, Auditor
WARREN COUNTY, OH by AS
Consideration: 0.00
Conveyance Fee: \$0.00 EX
Transfer Fee: \$0.50
Conveyance#: 9292

LINDA ODA
WARREN COUNTY RECORDER
2022-037989

DEED
12/28/2022 08:11:33 AM
REC FEE: 42.00 PGS: 3
PIN:

by GS 3 PGS

NCS 1154344

QUIT CLAIM DEED

CFPN OHIO, LLC, a Delaware limited liability company ("Grantor"), for valuable consideration paid, hereby grants to C5 ENCORE 3, LLC, a Delaware limited liability company ("Grantee"), whose tax mailing address is 1230 Peachtree Street NE, Suite 3560, Atlanta, GA 30309, Attn: CFO:

See Exhibit A attached hereto

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

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

Tax Parcel Number(s): 12-36-326-001

Executed this 15th day of December 2022.

CFPN OHIO, LLC, a Delaware limited liability company

By: *Linda D Booker*
Linda D. Booker, Secretary and Chief Financial Officer

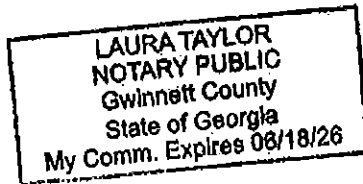
STATE OF GEORGIA)
) SS:
COUNTY OF FULTON)

The foregoing instrument was acknowledged before me this December 15, 2022 by Linda D. Booker, Chief Financial Officer and Secretary of CFPN Ohio, LLC a Delaware limited liability company, on behalf of the company.

Laura Taylor
NOTARY PUBLIC

Print Name: Laura Taylor

My commission expires: 6-18-26



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

RCEO
Tax Map Dep.
KW

EXHIBIT A

12-36-326-001

Situated in Section 36, Town 4, Range 3 Between the Miamis, Turtlecreek Township, Warren County, Ohio and being Lot 3 of C5 Encore Logistics Center, Section One as recorded in Plat Book 106 Page 69.

Resolution

Number 24-0564

Adopted Date April 23, 2024

DONATING 0.826 OF AN ACRE FROM A 6.000 ACRE PARCEL LOCATED AT 5234 STATE ROUTE 63, LEBANON, OH 45036, LOCATED IN TURTLECREEK TOWNSHIP AND OWNED BY THE BOARD OF COUNTY COMMISSIONERS TO THE WARREN COUNTY TRANSPORTATION IMPROVEMENT DISTRICT ("TID") FOR THE PURPOSE OF CONSTRUCTING IMPROVEMENTS OVER THE 0.826 OF AN ACRE FOR THE STATE ROUTE 63 ROAD WIDENING PROJECT (THE "PROJECT") AND AUTHORIZE THE COUNTY ADMINISTRATOR TO SIGN DOCUMENTS RELATIVE THERETO

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

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

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

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

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

- 1) The attached Contract is hereby approved, and the County Administrator, Martin Russell, is hereby authorized to execute the attached Contract on behalf of the Board.
- 2) The County Administrator, Martin Russell, is hereby authorized to execute the attached Donation Letter on behalf of the Board.
- 3) The County Administrator, Martin Russell, is hereby authorized to execute the attached Quit claim deed conveying fee simple ownership of the property described on Exhibit "A" from the Board to the TID.

RESOLUTION #24-0564

APRIL 23, 2024

PAGE 2

- 4) The findings made by the Board in the above whereas clauses are hereby adopted as a part of these resolving paragraphs.
- 5) All action taken relating hereto and this Resolution is an administrative act.
- 6) All action taken relating hereto to and this Resolution occurred in an open meeting of the Board in compliance with the Ohio Open Meetings Act, Section 121. 22, et seq. of the Ohio Revised Code.

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

Mr. Young – yea

Mr. Grossmann – yea

Mrs. Jones – yea

Resolution adopted this 23rd day of April 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: c/a—Warren County Transportation Improvement District
Transportation Improvement District (file)
Engineer (file)

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

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

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

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

1. Price and Consideration

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

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

2. Estate Sold and Deed to Transfer

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

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

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

3. Limited Access Parcels - Waiver of Abutters' Rights

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

4. Supplemental Instruments

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

5. Warranty of Title

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

6. Elimination of Others' Interests

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

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

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

7. No Change in Character of Property

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

8. Offer to Sell

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

9. Designation of Escrow Agent

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

10. Closing Date

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

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

11. Physical Possession of Structures Occupied by Seller

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

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

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

13. Binding Agreement

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

14. Multiple Originals

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

15. Entire Agreement

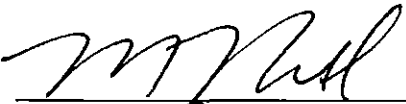
This instrument contains the entire agreement between the Parties, and it is expressly understood and agreed that no promises, provisions, terms, warranties, conditions or obligations whatsoever, either express or implied, other than herein set forth, shall be binding upon Seller or Purchaser.

16. Amendments and Modifications

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

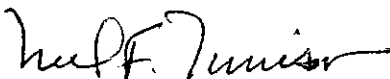
IN WITNESS WHEREOF, the parties hereto, namely the Warren County Transportation Improvement District and Board of County Commissioners of Warren County, Ohio have executed this Agreement on the date(s) indicated immediately below their respective signatures.

BOARD OF COUNTY COMMISSIONERS OF
WARREN COUNTY, OHIO

By: 
Martin Russell

Date: 4/23/24

Warren County Transportation Improvement District


Neil Tunison, PE, PS
Warren County Engineer

Date: APRIL 12, 2024

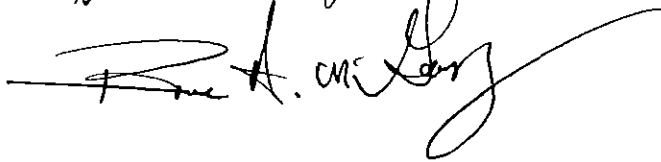
Approved as to form:


EXHIBIT A

Page 1 of 2

Rev. 06/09

RX 252 WL

BS

Ver. Date 08/04/22

PLD 112121

PARCEL 10-WL
WAR-63-0.83

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

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

[Surveyor's description of the premises follows]

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

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

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

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

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

EXHIBIT A

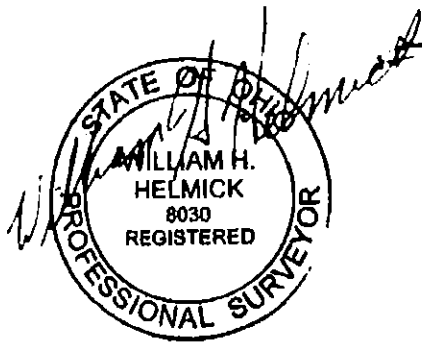
RX 252 WL

Page 2 of 2
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Thence North 84° 26' 19" West, along the centerline of State Route 63 and said State of Ohio lands, 600.00 feet to the True Place of beginning and containing 0.826 acres of land more or less, of which 0.413 acres are in the present right of way of S. R. 63, and being subject to all legal highways, easements, restrictions and agreements of records.

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

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



08/04/2022

ORC REAL ESTATE SOLUTIONS
FOR INFRASTRUCTURE

LPA
Rev. 01/2010

DONATION LETTER

September 13, 2023

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

Re: WAR-63-0.83
10-WL
112121

Dear Board of County Commissioners of Warren County, Ohio:

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

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

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

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

Respectfully,



Ben Stollar
Agent of ORC
(513) 247-0243



Property owner signature

Martin Russell

Print name

4/23/24

Date

Property owner signature

Date

Print name

QUIT CLAIM DEED

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

PARCEL(S): 10-WL

WAR-63-0.83

SEE EXHIBIT A ATTACHED

Warren County Current Tax Parcel No. 1236400001 P+

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF Board Of County Commissioners Of Warren County, Ohio by and through Martin Russell, the County Administrator of Board Of County Commissioners Of Warren County, Ohio, has hereunto subscribed his name on the 23 day of April, 2024.

BOARD OF COUNTY COMMISSIONERS OF WARREN COUNTY, OHIO

By: Martin Russell
County Admin.

STATE OF OHIO, COUNTY OF WARREN SS:

BE IT REMEMBERED, that on the 23 day of April, 2024, before me the subscriber, a Notary Public in and for said state and county, personally came the above named Martin Russell, who acknowledged being the County Administrator of Board Of County Commissioners Of Warren County, Ohio, and who acknowledged the foregoing instrument to be the voluntary act and deed of said Board Of County Commissioners Of Warren County, Ohio. No oath or affirmation was administered to Martin Russell with regard to the notarial act.

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



LAURA K LANDER
NOTARY PUBLIC • STATE OF OHIO
Comm. No. 2017-RE-687973
My Commission Expires Dec. 28, 2027

Laura K Lander
NOTARY PUBLIC
My Commission expires: 12/26/2027

This document was prepared by: Warren County Transportation Improvement District

EXHIBIT A

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RX 252 WL

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Ver. Date 08/04/22

PID 112121

PARCEL 10-WL
WAR-63-0.83

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

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

[Surveyor's description of the premises follows]

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

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

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

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

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

EXHIBIT A

Page 2 of 2

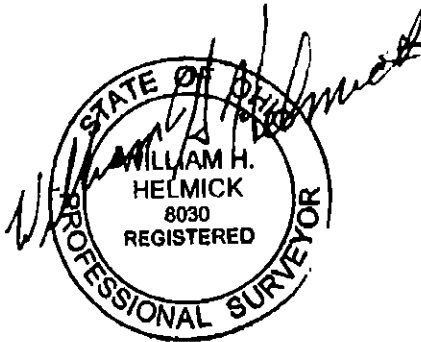
RX 252 WL

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



08/04/2022

Resolution

Number 24-0565

Adopted Date April 23, 2024

GRANTING A CONDITIONAL VARIANCE REQUIRED FOR THE ACCESS PERMIT REQUESTED BY LONGMEADOW DEVELOPMENT LLC IN TURTLECREEK TOWNSHIP

WHEREAS, on March 21, 2024, the Board received from the Applicant, Longmeadow Development LLC, a Request for a Variance for an Access Permit for access to Greentree Road for Parcel #08-25-100-004 in Turtlecreek Township that had been denied by the County Engineer on March 7, 2024; and,

WHEREAS, pursuant to Resolution #24-0430, adopted March 26, 2024, the Board set an administrative hearing on April 23, 2024 at 9:00AM to consider the said Request; and

WHEREAS, the Board opened the administrative hearing on the 23rd day of April 2024 at 9:00AM and took sworn testimony on the Applicant's behalf and on behalf of the County Engineer and offered the opportunity for any proponents and opponents to testify before closing the administrative hearing, deliberating, and voting.

NOW THEREFORE BE IT RESOLVED, the Board makes the following findings of fact, conclusions, and decision.

A. Findings of Fact and Conclusions.

The administrative hearing was held after notice had been published in the Journal News newspaper on March 31, 2024, advertising the date, time, and purpose of the administrative hearing; and, written notice had been mailed to the Applicant and the Turtlecreek Township Board of Trustees on March 26, 2024. President of the Board David G. Young presided over the administrative hearing with both Commissioners Tom Grossmann and Shannon Jones participating.

The Warren County Engineer's designee, Assistant County Engineer Dave Mick, was sworn in and testified that the Applicant filed an appeal seeking a variance of the requirements in Section 401.8 Table 1 of the Access Management Regulations because the County Engineer's Office denied an access permit to the Applicant due to the proposed subdivision entrance along Greentree Road not satisfying the minimum spacing from existing Meadow View Lane. Applicant had proposed between 150 Lin. Ft. and 175 Lin. Ft. which is less than the 750 Lin. Ft. spacing required for a Major Collector Distributor as provided in Table 1 of the Warren County Access Management Regulations. Mr. Mick presented a power point and the Board accepted the power point as evidence to be made part of the record that included the following as exhibits:

- A slide showing sight distance between two high points on Greentree Road and the proposed decision point 175 Lin. Ft. East /opposite of existing Meadow View Lane; and,
- A slide showing a map of adjacent properties where landowners have vested rights to develop 3,447 parcels.

Mr. Mick testified that the County Engineer's Office supported granting the variance subject to

certain conditions, including: 1) the Applicant constructing a full access through the construction period to be converted to right-in/right-out access prior to the County's acceptance of the subdivision road for public maintenance; and, 2) the Applicant constructing frontage improvements including a right-turn lane on Greentree Road and sufficient right-of-way width for the County to replace the right-turn lane when Greentree Road is improved.

John Bayer, a civil engineer with Bayer Becker Engineers was sworn and testified on behalf of the Applicant. Mr. Bayer agreed with all of Mr. Mick's testimony and that the Applicant accepted both of the proposed conditions.

No proponents or opponents testified.

B. Decision.

After applying the applicable law, including without limitation the factors in Section 601.4, et. seq. of the Access Management Regulations, to the testimony and evidence presented during the hearing, the Board voted unanimously to grant the variance thereby allowing the County Engineer to grant the Permit for the requested access point along Greentree Road subject to the following conditions:

1. Construct a full access through the construction period to be converted to right-in/right-out access prior to the County acceptance of the subdivision road for public maintenance
2. Frontage improvements including a right-turn lane on Greentree Road and sufficient right-of-way width for the County to replace the right-turn lane when Greentree Road is improved

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

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

Resolution adopted this 23rd day of April 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

/kp

cc: Engineer (file)
Public Hearing File
Applicant

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

Resolution

Number 24-0566

Adopted Date April 23, 2024

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

WHEREAS, this Board met this 23rd day of April 2024, to consider the public hearing for the rezoning application of Pamela Strong, Karen Marshall, and Keith Jasinski owners of record (Case #2024-01), to rezone approximately 8.09 acres (Parcel Number) located at State Route 22/3 in Washington Township from Neighborhood Commercial Zone "B1" to Single Family residential (3-acre density) "R1A".

WHEREAS, this Board has considered the recommendation from the Regional Planning Commission and the decision of the Rural Zoning Commission and there was no one present to speak in favor of or in opposition to said rezoning application.

NOW THEREFORE BE IT RESOLVED, to approve the rezoning application of Pamela Strong, Karen Marshall, and Keith Jasinski owner of record (Case #2024-01), to rezone approximately 8.09 acres from Neighborhood Commercial Zone "B1" to Single Family residential (3-acre density) "R1A" in Washington Township.

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

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

Resolution adopted this 23rd day of April 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

/kp

cc: RPC
RZC
Rezoning file
Applicant
Township Trustees