



**Monroe Council Agenda
Regular Meeting of Council
May 13, 2025 – 6:30 PM
233 South Main Street, Monroe, Ohio**

Pledge of Allegiance

Roll Call

Approval of the Minutes

Council Minutes of April 21, regular meeting of April 22, and special meeting of April 22, 2025.

Visitors

David Bond, President of the Monroe Lions Club - Seeking Approval for Beer Sales at the Light Up the Sky Event.

Committee Reports

Public Works Committee
Finance Committee
Administrative Liaison Committee
Technology Committee
Public Involvement Committee
Public Safety Committee

Old Business

New Business

Resolution No. 29-2025. A Resolution making appointments to the Butler County 9-1-1 Program Review Committee.

Sponsor: Larry Lester

Strategic Priority: Good Governance

Background: This resolution appoints the Mayor of the City of Monroe to the Butler County 9-1-1 Program Review Committee for the period commencing on May 1, 2028, and ending on April 30, 2029. The City Manager may serve as an alternate member if the Mayor is unable to attend.

Emergency Ordinance No. 2025-18. An Ordinance appointing Beth Combs as Clerk Pro-Tem until July 1, 2025, at which time she is hereby appointed as Clerk of Council pursuant to Section 4.10 of the Charter and declaring an emergency.



Emergency Ordinance No. 2025-19. An Ordinance approving a Final Plat for Section 1, Block 100A in the Stony Brook Subdivision and declaring an emergency.

Sponsor: Tom Smith

Strategic Priority: Strategic Growth and Development

Background: Grand Communities, LLC has submitted an application for final plat for Section 1 Block 100A of the Stonybrook development. The preliminary plat for the Stonybrook subdivision was approved by City Council on March 19, 2024. The preliminary plat provided the design and layout for all five phases of the Stonybrook subdivision. The approved preliminary plat included the following:

- 219 single-family lots
- New public streets (proposed as Brookside Place, Brookfield Lane, Waterbend Court, Rippling Way, Clearview Court, and Stonybrook Way)
- 48.79 acres of open space with 6.43 acres developed as formal open space
- A 10' shared-use asphalt pathway fronting Kyles Station Road and Butler-Warren Road
- Right-of-Way dedication at the intersection of Kyles Station Road and Butler-Warren Road for a proposed future roundabout

The final plat for section 100A will include the construction of 86 single-family residential lots. This phase is approximately 37.95 acres of the 126.90 total acres comprising section 100A. The average lot size is 9,100 square feet and the average lot width is 65 feet. The proposed density is 2 units per acre. The development is in conformance with the requirements of the Stonybrook Planned Unit Development adopted by council on August 10, 2023, and the Stonybrook Development Agreement adopted by council on May 28, 2024.



Emergency Ordinance No. 2025-20. An Ordinance approving a Final Plat for Section 5, Block C in the Monroe Crossings Subdivision and declaring an emergency.

Sponsor: Tom Smith



Strategic Priority: Strategic Growth and Development

Background: Monroe Crossings II, LLC has submitted an application for final plat for Section 5 Block C of the Monroe Crossings development. The preliminary plat for Monroe Crossings Section 5 was approved by the Planning Commission in October 2020. The preliminary plat provided the design and layout for the last phase of the Monroe Crossings subdivision. The approved preliminary plat included the following:

- 183 total single-family lots (50 - 80' lots; 40 - 90' lots, 93 - 100' lots)
- New public streets (proposed as Shyla Court, Braylon Drive, David Lee Court, Samuel Drive, Shawn Drive, Shane Court, and Bray Court)
- The extension of Blue Springs Drive, Gabrielle Drive, and Morgan Drive
- 17.93 acres of open space
- Two water quality ponds that will be connected to an 8-foot-wide walking path; and
- A neighborhood park

This plat will include the construction of 21 single-family residential lots. This phase is approximately 27.01 acres of the 105.6 total acres comprising Section 5. The average lot size is 16,929 square feet and the average lot width is 98.6 feet. The proposed density is 1.73 units per acre. The development is in conformance with the requirements of the Suburban Residential zone.



Ordinance No. 2025-21. An Ordinance authorizing the City Manager to enter into one or more First Amended and Restated Community Reinvestment Area Agreements with Mountain Monroe OH LLC with respect to real property located within a Community Reinvestment Area within the City and approving related matters.

Sponsor: Kacey Waggaman



Strategic Priority: Strategic Growth and Development

Background: There has been a request for a CRA Transfer from MREIC Monroe OH LLC to Mountain Monroe OH, LLC on May 13th, 2025 and will go for vote on May 27th, 2025. This is for Park North Building 9 or CRA agreement, numbers 14-001 and 18-001 for the UGN building and expansion. The CRAs remain the same, it will just be a transfer of the property owner. The Board formerly approved, and the City formerly entered into, a CRA Agreement with MREIC Monroe OH, LLC. As a result of a corporate conversion under Delaware law by which the owner was renamed and became a new entity, Mountain Monroe OH, LLC, the City determined to amend and restate the CRA Agreement to reflect the new owner.

Consideration of Motion to request a hearing for the issuance of C1 and C2 Liquor Permits to Kroger Fulfillment LLC located at 6266 Hamilton Lebanon Road.

Sponsor: Angela S. Wasson

Strategic Priority: Strategic Growth and Development

Background: No action is necessary if Council does not wish to request a hearing.

Permit C-1 may be issued to the owner or operator of a retail store to sell beer in containers and not for consumption on the premises where sold in original containers having a capacity of not more than five and one-sixth gallons.

Permit C-2 may be issued to the owner or operator of a retail store to sell wine in sealed containers only and not for consumption on the premises where sold in original containers. The holder of this permit may also sell and distribute in original packages and not for consumption on the premises where sold or for resale, prepared and bottled highballs, cocktails, cordials, and other mixed beverages manufactured and distributed by holders of A-4 and B-4 permits, and containing not less than four per cent of alcohol by volume, and not more than twenty-one per cent of alcohol by volume.

Administrative Reports

Executive Session - To review marketing plans, specific business strategy, production techniques, trade secrets, or personal financial statements related to economic development assistance; and review negotiations or bargaining sessions with public employees concerning their compensation or other terms and conditions of their employment.

Adjournment



**Monroe Council Minutes
Special Meeting of Council
April 21, 2025
233 South Main Street, Monroe, Ohio 45050**

Pledge of Allegiance

Mayor Funk opened the special meeting of Council with the Pledge of Allegiance at 5:31 p.m.

Roll Call

Council members present: John Centers, Kelly Clark, Keith Funk, Michael Graves, Tom Hagedorn, Christina McElfresh, and Ben Wagner.

Executive Session

Mrs. McElfresh moved to adjourn into Executive Session to consider the employment of a public employee; seconded by Mr. Hagedorn. Roll call vote: seven ayes. Motion carried.

Council adjourned into Executive Session at 5:33 p.m.

Mrs. McElfresh moved to reconvene into Special Session; seconded by Mr. Centers. Voice vote: Motion carried.

Council reconvened into Special Session at 7:45 p.m.

Adjournment

Mrs. McElfresh moved to adjourn; seconded by Mr. Centers. Voice vote. Motion carried.

The Special Session of Council adjourned at 7:45 p.m.

Respectfully submitted,

Angela S. Wasson, MMC
Clerk of Council



**Monroe Council Minutes
Regular Meeting of Council
April 22, 2025 – 6:30 p.m.
233 South Main Street, Monroe, Ohio**

Pledge of Allegiance

Mayor Funk opened the regular meeting of Council at 6:30 p.m. with the Pledge of Allegiance.

Roll Call

Council members present: John Centers, Kelly Clark, Keith Funk, Michael Graves, Tom Hagedorn, Christina McElfresh, and Ben Wagner.

Approval of the Minutes

Mrs. McElfresh moved to approve the Council Minutes of April 8, 2025; seconded by Mr. Hagedorn. Voice vote. Motion carried.

Visitors

Nancy Hutton, Regent of the Nathaniel Sackett Chapter of the Daughters of the American Revolution came to present the City of Monroe with a wreath to use at City functions.

Committee Reports

Mr. Wagner reported that the Finance Committee of Council will review the community room rental policy. The room is booked every weekend and the rental fee is the lowest out of 50 other municipalities surveyed. Most of the rentals are non residents. Consideration will be discussed to adjust the rates for resident versus non resident, as well as changing the schedule to accommodate more rentals.

Old Business

Ordinance No. 2025-16. An Ordinance authorizing the City Manager to enter into a lease agreement with the highest bidder for the real property known as The Clark Boulevard property. (Second Reading)

The Clerk Pro Tem read the title of Ordinance No. 2025-16.

Mrs. McElfresh moved to adopt Ordinance No.2025-16; seconded by Dr. Clark. Roll call vote: seven ayes. Motion carried.

Ordinance No. 2025-17. An Ordinance to approve the preliminary plat for the Townes at the Crossings as further described herein. (Second Reading)



The Clerk Pro Tem read the title of Ordinance No. 2025-17.

Mrs. McElfresh moved to adopt Ordinance No.2025-17; seconded by Mr. Wagner. Roll call vote: six ayes; one nay (Hagedorn). Motion carried.

Ordinance No. 2025-18. An Ordinance amending Exhibit “1” of Ordinance No. 2024-33 to increase the number of Assistant Fire Chiefs from two to three and declaring an emergency. (Second Reading)

The Clerk Pro Tem read the title of Ordinance No. 2025-18.

Mrs. McElfresh moved to suspend the rule requiring the reading of Emergency Ordinance No. 2025-18 on two separate days and authorize its adoption on the second reading; seconded by Mr. Centers. Voice vote. Motion carried.

Mrs. McElfresh moved to adopt Emergency Ordinance No.2025-18; seconded by Mr. Hagedorn. Roll call vote: seven ayes. Motion carried.

New Business

Resolution No. 25-2025. A Resolution accepting a grant in the amount of \$45,366.06 from the Ohio Department of Public Safety, Office of Criminal Justice Services for the 2025 Ohio Body-Worn Camera Grant Program.

The Clerk Pro Tem read the title of Resolution No. 25-2025.

Mrs. McElfresh moved to adopt Resolution No. 25-2025; seconded by Dr. Clark. Roll Call vote: seven ayes. Motion carried.

Resolution No. 26-2025. A Resolution accepting the 2025 Duke Energy Site Readiness Program Grant in the amount of \$10,000.

The Clerk Pro Tem read the title of Resolution No. 26-2025.

Mrs. McElfresh moved to adopt Resolution No. 26-2025; seconded by Mr. Graves. Roll Call vote: seven ayes. Motion carried.

Resolution No. 27-2025. A Resolution accepting a grant in the amount of \$75,000.00 from the Ohio Environmental Protection Agency for the H2Ohio Chloride Reduction Equipment Grant.

The Clerk Pro Tem read the title of Resolution No. 27-2025.

Mrs. McElfresh moved to adopt Resolution No. 27-2025; seconded by Mr. Hagedorn. Roll Call vote: seven ayes. Motion carried.



Resolution No. 28-2025. A Resolution authorizing the City Manager to enter into a professional engineering agreement by and between the City of Monroe and The Kleingers Group for Monroe Crossings Park Improvements.

The Clerk Pro Tem read the title of Resolution No. 28-2025.

Mrs. McElfresh moved to adopt Resolution No. 28-2025; seconded by Dr. Clark. Roll Call vote: seven ayes. Motion carried.

Mr. Funk introduced the Consideration of a motion to authorize the expenditure for a Dingo TX1000.

Mrs. McElfresh moved to authorize the expenditure of \$54,924.80 to Buckeye Power Sales for the purchase of a Dingo TX1000; seconded by Mr. Centers. Voice vote. motion carried.

Administrative Reports

None.

Mayor Funk asked if the Dingo TX1000 was already budgeted for. Mr. Morton verified that it was.

Adjournment

Mrs. McElfresh moved to adjourn the regular meeting of Council; seconded by Mr. Hagedorn. Voice vote. Motion carried.

The regular meeting of Council adjourned at 6:46 p.m.

Respectfully submitted,

Michelle Layman
Clerk Pro Tem



Special Session
Monroe City Council and Lemon Township Trustees
April 22, 2025 – 7:30 p.m.
233 South Main Street, Monroe, Ohio

Pledge of Allegiance

Mayor Funk opened the special meeting at 7:30 p.m. with the Pledge of Allegiance.

Roll Call

Council members present: John Centers, Kelly Clark, Keith Funk, Michael Graves, Tom Hagedorn, Christina McElfresh, and Ben Wagner.

Purpose of Meeting

Discussion of Ordinance No. 2024-34 adopted by Monroe City Council on December 10, 2024.

- An Ordinance supplementing Section 1040.02(B) to require annexation into the City for any properties currently outside the City of Monroe corporate limits seeking extension of Municipal utility services to said properties.

A Lemon Township Trustee expressed feelings of the Township regarding the Ordinance. He stated that the Township is getting smaller due to other annexations and that there is fear it could be dissolved by the state. He also stated the Township would agree to pay for the connection to the City's water and sewer upfront. The Trustee also stated it felt like this was an intentional act by the City so they would be able to acquire the Township land.

Council stated this Ordinance was not put in place to acquire the Township land. Council stated the Ordinance was put in place so the City would have a say in potential developments. Council stated they are willing to work with the Township on future projects. Council expressed that the Township is a part of Monroe and that the goal is to keep the Township intact.

Council and Township Trustees agreed to have further discussions regarding development of the Township land.

Adjournment

Mrs. McElfresh moved to adjourn the special meeting of Council; seconded by Mr. Wagner. Voice vote. Motion carried.

The special session meeting of Council adjourned at 8:04 p.m.

Respectfully submitted,

Michelle Layman
Clerk Pro Tem

RESOLUTION NO. 29-2025

A RESOLUTION MAKING APPOINTMENTS TO THE BUTLER COUNTY 9-1-1 PROGRAM REVIEW COMMITTEE.

WHEREAS, the Ohio Revised Code Section 128.06 was amended providing for a County 9-1-1 Program Review Committee; and

WHEREAS, the amendment included the provision that one member of the 9-1-1 Program Review shall be a member of the legislative authority of a municipal corporation in the county selected by the majority of the legislative authorities of municipal corporations in the county pursuant to resolutions they adopt.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MONROE, STATE OF OHIO, THAT:

SECTION 1: Council does hereby select the Mayor of the City of Fairfield as its choice to be a member of the Butler County 9-1-1 Program Review Committee selected by a majority of the municipal legislative authorities in the county for the period commencing on May 1, 2025 and ending April 30, 2026. The City Manager of the City of Fairfield may serve as an alternate member if the Mayor is unable to attend.

SECTION 2: Council does hereby select the Mayor of the City of Middletown as its choice to be a member of the Butler County 9-1-1 Program Review Committee selected by a majority of the municipal legislative authorities in the county for the period commencing on May 1, 2026 and ending April 30, 2027. The City Manager of the City of Middletown may serve as an alternate member if the Mayor is unable to attend.

SECTION 3: Council does hereby select the Mayor of the City of Oxford as its choice to be a member of the Butler County 9-1-1 Program Review Committee selected by a majority of the municipal legislative authorities in the county for a period commencing May 1, 2027 and ending April 30, 2028. The City Manager of the City of Oxford may serve as an alternate member if the Mayor is unable to attend.

SECTION 4: Council does hereby select the Mayor of the City of Monroe as its choice to be a member of the Butler County 9-1-1 Program Review Committee selected by a majority of the municipal legislative authorities in the county for the period commencing on May 1, 2028 and ending April 30, 2029. The City Manager of the City of Monroe may serve as an alternate member if the Mayor is unable to attend.

SECTION 5: Council does hereby select the Mayor of the City of Trenton as its choice to be a member of the Butler County 9-1-1- Program Review Committee selected by a majority of the municipal legislative authorities in the county for a period commencing May 1, 2029 and ending April 30, 2030. The City Manager of the City of Trenton may serve as an alternate member if the Mayor is unable to attend.

SECTION 6: The appointment provided in Sections 1 through 5 above shall continue for so long as the Program Review Committee exists.

SECTION 7: The Clerk of Council is hereby directed to send a copy of this Resolution to Judi Boyko, Butler County Administrator, 315 High Street, Hamilton, Ohio 45011 to verify the selection process.

SECTION 8: This measure shall take effect and be in full force from and after its passage pursuant to Section 7.08 (C) of the Charter.

PASSED: _____

ATTEST:

APPROVED:

Clerk of Council

Mayor

EMERGENCY ORDINANCE NO. 2025-18

AN ORDINANCE APPOINTING BETH COMBS AS CLERK PRO-TEM UNTIL JULY 1, 2025, AT WHICH TIME SHE IS HEREBY APPOINTED AS CLERK OF COUNCIL PURSUANT TO SECTION 4.10 OF THE CHARTER AND DECLARING AN EMERGENCY.

WHEREAS, Section 4.10 of the Charter requires that Council shall appoint a Temporary Clerk in the absence of the Clerk of Council; and

WHEREAS, the current Clerk of Council, Angela S. Wasson, is on intermittent leave and scheduled to retire July 1, 2025; and

WHEREAS, upon the retirement of the current Clerk of Council, Beth Combs is hereby appointed the Clerk of Council.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MONROE, STATE OF OHIO, THAT:

SECTION 1: Pursuant to Section 4.10 of the Charter, Council hereby appoints Beth Combs as Clerk Pro-Tem until July 1, 2025, at which time she is hereby appointed as Clerk of Council.

SECTION 2: Mrs. Combs shall receive the pay and benefits identified in the City's offer letter.

SECTION 3: Mrs. Combs shall be entitled to receive a cost of living and all other benefits as other unclassified full-time employees. Further Mrs. Combs shall perform the duties as set forth in the position description marked Exhibit "A" attached hereto and made a part hereof.

SECTION 4: This measure is hereby declared to be an emergency measure pursuant to the public peace, safety, health and welfare and further for the reason that Council desires to make this appointment to allow for training purposes and a seamless transition. Therefore, this measure shall take effect and be in full force from and after its passage and retroactive to May 12, 2025.

PASSED: _____

ATTEST:

APPROVED:

Clerk of Council

Mayor

CITY of MONROE
An Equal Opportunity Employer
POSITION DESCRIPTION

Position Title:	Clerk of Council	
Shift:	Mon.-Fri. 8:00am-5:00pm. Various Night Meetings	FLSA Status: Non-Exempt
Employment:	Full-time	Civil Service Status: Unclassified
Department:	Council	Reports To: Council

GENERAL DESCRIPTION:

Under general supervision, Clerk of Council maintains Municipal records and certifies Municipal documents relating to Council and Committees of Council.

QUALIFICATIONS: An example of acceptable qualifications:

Completion of secondary education or equivalent (high school diploma or GED); documented work experience in general administrative or related functions; or any equivalent combination of education, experience, and training which provides the required knowledge, skills, and abilities. Act as liaison between City Council and the public.

LICENSURE OR CERTIFICATION REQUIREMENTS:

Must possess valid identification to comply with Federal I-9 Employment Eligibility Verification. Must possess a Certified Municipal Clerk (CMC) and Master Municipal Clerk (MMC) designation or be able to obtain Certified Municipal Clerk designation within two (2) years of appointment and Master Municipal Clerk designation within two (2) years from obtaining Certified Municipal Clerk designation.

EQUIPMENT OPERATED: The following are examples only and are not intended to be all inclusive:

Computers, telephones, fax machines, copiers, scanners, and other standard office equipment.

INHERENTLY HAZARDOUS OR PHYSICALLY DEMANDING WORKING CONDITIONS:

Employee ascends and/or descends ladders, stairs, or scaffolds; has exposure to chemical compounds found in an office environment (e.g., toner, correction fluid, etc.); works on and around powered platforms and/or vehicle mounted platforms (e.g., manlifts, fire trucks); is exposed to environmental conditions which may result in injury from fumes, odors, dusts, mists, gases, and/or poorly ventilated work areas; is exposed to possible injury from extremely noisy conditions above 85db (e.g., loud sirens, screaming people, building alarms, etc.); is exposed to possible injury from hazardous gases, chemicals, flammables, air contaminants, hazardous waste, unclean or unsanitary conditions, electrical shock; exposed to possible injury from radiation; exposed to possible injury from explosions; is exposed to possible injury as a result of falling from high places; works in or around crowds; has contact with potentially violent or emotionally distraught persons or vicious animals or life threatening situations; has exposure to fire, hot, cold, wet, humid, or windy weather conditions; exposure to extreme non-weather related heat or cold; exposure to shaking objects or surfaces; exposure to second-hand smoke; exposure to hazardous driving conditions; works, first, second or third shift; is periodically exposed to blood and other bodily fluids, as well as other potentially infectious materials; uses eye and face protection for potential exposure to flying objects, respiratory protection for potential exposure to airborne contaminants, head protection for potential impacts of objects to the head, and occupational foot protection for potential impacts of objects to the feet; participants in medical and first aid activities; exerting up to 20 pounds of force occasionally, and/or up to 10 pounds of force frequently, and/or a negligible amount of force constantly (Constantly: activity or condition exists 2/3 or more of the time) to move objects. Physical demand requirements are in excess of those for Sedentary Work. Even though the weight lifted may be only a negligible amount, a job should be rated Light

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POSITION DESCRIPTION

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Work: (1) when it requires walking or standing to a significant degree; or (2) when it requires sitting most of the time but entails pushing and/or pulling of arm or leg controls; and/or (3) when the job requires working at a production rate pace entailing the constant pushing and/or pulling of materials even though the weight of those materials is negligible. NOTE: The constant stress and strain of maintaining a production rate pace, especially in an industrial setting, can be and is physically demanding of a worker even though the amount of force exerted is negligible.

Note: In accordance with the U.S. Department of Labor physical demands strength ratings, this is considered light work.

In cases of emergency, unpredictable situations, and/or department needs, may be required to lift, push, pull, and/or carry objects heavier than D.O.L. strength ratings recommend.

JOB DESCRIPTION AND WORKER CHARACTERISTICS:

JOB DUTIES in order of importance

ESSENTIAL FUNCTIONS OF THE POSITION:

1. Attends all Council meetings and Council Committee meetings; prepares Council agenda after consultation with the City Manager; gives notice of Council meetings, keep the journal, advertises public hearings, records and maintains, in separate books, all ordinances and resolutions enacted by Council and has the same published in the manner provided by Charter. Handles Council correspondence.
2. Assists the City Manager in the formulation of the City Council annual operating budget. Performs purchasing responsibilities for Council expenditures and monitors Council operating budget.
3. Attends meetings and serves on committees, as required; attends various meetings, seminars, and workshops.
4. Responsible for planning, organizing, and executing a variety of special events, including but not limited to, Christmas on the Plaza, Memorial Day Service and Fourth of July Parade. This includes coordinating logistics, managing event timelines, securing venues and vendors, and overseeing on-site operations. Attend and support events to ensure smooth executions, troubleshoot any issues, and ensure a positive experience for all attendees.
5. Oversee the City's compliance with the Ohio Public Records Act and Ohio Sunshine Laws, including, but not limited to, maintaining and updating the city records retention and disposal forms and scheduling meetings for the Records Commission; ensure each designated employee who serves as the custodian of records for their office, division, department, or function is properly trained. Tracks Sunshine Law training for each records custodian, ensuring completion and renewal timelines are met. Advises and assists City departments with public records compliance.
6. Meets all job safety requirements and all applicable OSHA safety standards that pertain to essential functions.
7. Demonstrates prompt, regular, and predictable attendance; ability to get along with others.

CITY of MONROE
An Equal Opportunity Employer
POSITION DESCRIPTION

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8. Resource support to all City departments, residents, and citizens.

OTHER DUTIES AND RESPONSIBILITIES:

1. Performs other duties as assigned by Charter or action of Council.

MINIMUM ACCEPTABLE CHARACTERISTICS: (*indicates developed after employment)

Knowledge of: *City goals and objectives; *City policies and procedures; records management; public relations; computer programs; general office practices and procedures; English spelling, grammar, and punctuation.

Skill in: Use of modern office equipment; data entry; computer operation; Microsoft Office applications.

Ability to: Carry out simple instructions; complete routine forms; prepare accurate documentation; respond to routine inquiries from public and/or officials; maintain effective working relationships; ability to get along with others; maintain records according to established procedures; comprehend simple sentences and common vocabulary; understand a variety of written and/or verbal communications; travel to and gain access to the worksite.

POSITIONS DIRECTLY SUPERVISED:

None

This position description in no manner states or implies that these are the only duties and responsibilities to be performed by the position incumbent. My (employee) signature below signifies that I have reviewed and understand and agree with the contents of this position description.

(Signature of Appointing Authority/Designee)

(Date)

(Signature of Employee)

(Date)

(Printed Name of Employee)

EMERGENCY ORDINANCE NO. 2025-19

AN ORDINANCE APPROVING A FINAL PLAT FOR SECTION 1, BLOCK 100A IN THE STONY BROOK SUBDIVISION AND DECLARING AN EMERGENCY.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MONROE, STATE OF OHIO, THAT:

SECTION 1: The Council of the City of Monroe hereby approves the Final Plat for Section 1, Block 100A in the Stony Brook Subdivision upon receipt of proper bonding, payment of all application review and inspection fees, submission of digital files compatible with the City's GIS, and a complete file of all As-Built drawings.

SECTION 2: This measure is hereby declared to be an emergency necessary for the immediate preservation of the public, peace, health, safety and welfare and further for the reason that Council desires to approve the final plat at the earliest possible date to avoid a delay in the development of this subdivision. Therefore, this measure shall take effect and be in full force from and after its passage.

PASSED: _____

ATTEST:

APPROVED:

Clerk of Council

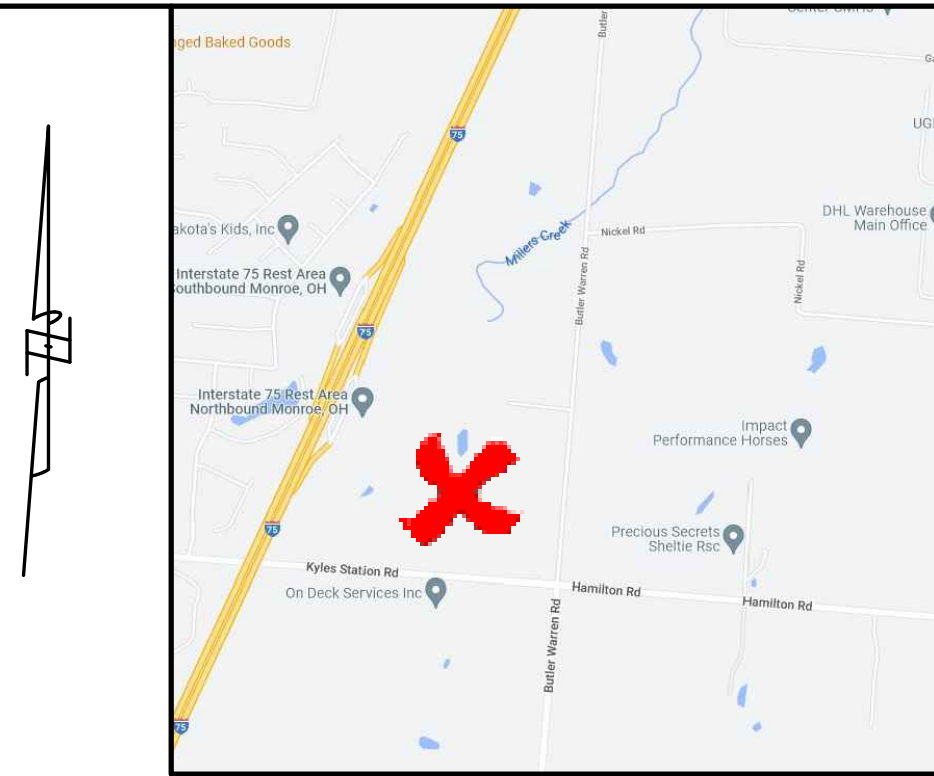
Mayor

STONYBROOK SECTION 1, BLOCK "A"

Exhibit "A" Ord No. 2025-19

SECTION-10, TOWN-3, E.RANGE-3, B.T.M.

CITY OF MONROE, BUTLER COUNTY, OHIO



VICINITY MAP

DEDICATION STATEMENT

THE UNDERSIGNED, BEING THE OWNERS OF 37.9513 ACRES OF LAND, IN SECTION 10, TOWN 3, E. RANGE 3, CITY OF MONROE, BUTLER COUNTY, OHIO DO HEREBY ASSENT TO AND ADOPT THE ACCOMPANYING PLAT OF SUBDIVISION TO BE KNOWN AS STONYBROOK SECTION 1, BLOCK "A" AND DO HEREBY DEDICATE TO THE PUBLIC FOREVER, IN ACCORDANCE WITH THE LAWS IN SUCH CASES MADE AND PROVIDED, THE STREETS AND ROADWAYS AS SHOWN ON SAID PLAT, AND DECLARE THE SAME TO BE FREE AND UNENCUMBERED.

THE TITLE ACQUIRED BY OFFICIAL RECORDS BOOK 10073, PAGE 1179.

ALL STREET AND DRAINAGE STRUCTURES SHALL BE CONSTRUCTED AND STREET NAME SIGNS ERECTED, PER APPROVED PLANS ON FILE IN THE OFFICE OF THE BUTLER COUNTY, OHIO ENGINEER, BY THE SUBDIVIDER. ALL IMPROVEMENTS SHALL BE CONSTRUCTED WITHIN ONE YEAR FROM THE DATE THE PLAT IS APPROVED BY THE BUTLER COUNTY COMMISSIONERS AND SHALL BE MAINTAINED AND KEPT IN REPAIR FOR A PERIOD OF ONE YEAR FROM THE DATE THE CONSTRUCTED STREETS ARE APPROVED BY THE COUNTY ENGINEER.

UTILITY EASEMENT

FOR VALUABLE CONSIDERATION, WE, THE UNDERSIGNED, ("GRANTOR") DO HEREBY PERMANENTLY GRANT TO DUKE ENERGY OHIO/KENTUCKY, INC. AND THEIR PARENT ENTITY (OR ENTITY CONTROLLING BOTH ENTITIES), THEIR RESPECTIVE SUBSIDIARIES OR AFFILIATE ENTITIES, AND ANY OTHER PROVIDER OF UTILITY SERVICES ("GRANTEE") THEIR SUCCESSORS AND ASSIGNS, FOREVER, NON-EXCLUSIVE EASEMENTS, AS SHOWN ON THE WITHIN PLAT AND DESIGNATED AS "UTILITY EASEMENTS" FOR THE CONSTRUCTION, OPERATION, MAINTENANCE, REPAIR, OR REPLACEMENT OF ANY AND ALL NECESSARY FIXTURES FOR THE OVERHEAD OR UNDERGROUND DISTRIBUTION OF GAS, ELECTRIC, TELEPHONE, TELECOMMUNICATIONS OR OTHER UTILITIES ("GRANTEE FACILITIES" OR "FACILITIES"). THE GRANTEE SHALL HAVE THE RIGHT OF INGRESS AND EGRESS AND ALSO THE RIGHT TO CUT, TRIM OR REMOVE ANY TREES, UNDERGROWTH OR OVERHANGING BRANCHES WITHIN THE UTILITY EASEMENTS OR IMMEDIATELY ADJACENT THERETO. NO BUILDINGS OR OTHER STRUCTURES MAY BE BUILT WITHIN THE UTILITY EASEMENTS AREA, NOR MAY THE UTILITY EASEMENTS AREA BE PHYSICALLY ALTERED AS TO (1) REDUCE THE CLEARANCES OF EITHER OVERHEAD OR UNDERGROUND FACILITIES; (2) IMPAIR THE LAND SUPPORT OF GRANTEE FACILITIES; (3) IMPAIR THE ABILITY TO MAINTAIN THE FACILITIES OR; (4) CREATE A HAZARD. TO HAVE AND TO HOLD THE EASEMENT FOREVER.

WE ACKNOWLEDGE HAVING THE FULL POWER TO CONVEY THIS UTILITY EASEMENT AND WILL DEFEND THE SAME AGAINST ALL CLAIMS.

ALSO HEREBY GRANTED TO DUKE ENERGY OHIO/KENTUCKY, INC. AND ITS SUBSIDIARIES, SUCCESSORS, AND ASSIGNS IS THE RIGHT TO LATEROALLY EXTEND, REPAIR, AND MAINTAIN NATURAL GAS SERVICES TO SERVE INDIVIDUAL LOTS AS CONSTRUCTED BY THE ORIGINAL BUILDER ALLOWING DISTURBANCE ONLY OVER EXISTING SERVICE LINES NECESSARY FOR THE REPAIR ONLY ON THE LOT ON WHICH THE SERVICE IS LOCATED. RECONSTRUCTION OR RELOCATION IS PERMISSIBLE ONLY WITH WRITTEN PERMISSION OF THE PARCEL OWNER AND SAID UTILITY PROVIDER TO A MUTUALLY AGREEABLE LOCATION. NO PART OF THE UTILITY EASEMENTS SHALL ENCUMBER EXISTING BUILDINGS OR ADJOINING LOTS.

BY: GRAND COMMUNITIES, LLC, A KENTUCKY LIMITED LIABILITY COMPANY

SIGNATURE PRINT NAME

NOTARY STATEMENT

COMMONWEALTH OF KENTUCKY
COUNTY OF BOONE

BE IT REMEMBERED THAT ON THIS _____ DAY OF _____, 20____, BEFORE ME A NOTARY PUBLIC, IN AND FOR SAID STATE, PERSONALLY CAME _____ WHO ACKNOWLEDGED THE SIGNING OF THE FOREGOING INSTRUMENT TO BE HIS FREE ACT AND DEED AS SAID AUTHORIZED MEMBER OF SAID COMPANY AND THE FREE ACT AND DEED OF _____ AND FOR THE USES AND PURPOSES IN SAID INSTRUMENT MENTIONED.

IN TESTIMONY WHEREOF, I HAVE SET MY HAND AND AFFIXED MY NOTARIAL SEAL ON THIS DAY AND YEAR LAST AFORESAID.

NOTARY PUBLIC

MY COMMISSION EXPIRES _____

HOA DEDICATION STATEMENT:

ALL LOTS RECORDED WITHIN THIS SUBDIVISION ARE SUBJECT TO THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF EASEMENTS FOR STONYBROOK RECORDED AT O.R. 10164, PG. 342 OF THE BUTLER COUNTY, OHIO RECORDS AND ANY AMENDMENTS OR SUPPLEMENTS THERETO.

SETBACKS:

FRONT YARD - 30'
SIDE YARD - 5'
REAR YARD - 30'

WATER AND SEWER

IT IS UNDERSTOOD THAT BUTLER COUNTY AND/OR THE CITY OF MONROE WILL NOT BE ABLE TO ISSUE ANY CONNECTION PERMITS OR BUILDING PERMITS UNTIL THE OHIO ENVIRONMENTAL PROTECTION AGENCY (EPA) HAS APPROVED THE PLANS FOR THE PROPOSED EXTENSIONS OF THE PUBLIC WATER AND SEWER SYSTEMS WITHIN THIS SUBDIVISION, UNLESS ON-SITE SYSTEMS ARE PROPOSED AND APPROVED.

ALL BUILDINGS TO BE SERVED BY THE PUBLIC SEWER SYSTEM SHALL BE CONSTRUCTED SO AS TO PROVIDE A MINIMUM OF FOUR (4') FEET OF VERTICAL SEPARATION BETWEEN THE PUBLIC SANITARY SEWER, AT THE POINT OF CONNECTION AND THE LOWEST BUILDING LEVEL SERVED BY A GRAVITY SEWER CONNECTION. IN ADDITION, SAID BUILDING LEVEL SHALL BE AT LEAST ONE FOOT (1') ABOVE THE LOWEST POINT OF FREE-OVERTLOW (NON-SEALED MANHOLE COVER) UPSTREAM OF ANY TREATMENT FACILITY OR WASTEWATER PUMPING FACILITY THAT RECEIVES THE DISCHARGE FROM SAID BUILDING. SAID MINIMUM SERVICE LEVELS SHALL BE RECORDED ON THE "AS-BUILT" PLANS FOR THE DEVELOPMENT WHICH WILL BE KEPT ON FILE IN THE OFFICE OF THE BUTLER COUNTY AND/OR THE CITY OF MONROE SANITARY WATER AND SEWER DEPARTMENT.

PRIVATE DRIVEWAYS, PARKING LOTS AND OTHER PAVED AREAS, EARTHEN BERMS OR STRUCTURES SHOULD NOT BE CONSTRUCTED OVER PRIVATE WATER OR SEWER SERVICE LINES WITHIN THE PUBLIC ROAD RIGHT-OF-WAY OR WITHIN EASEMENT AREAS FOR THE PUBLIC UTILITIES. SHOULD THIS OCCUR, THE PROPERTY OWNER WILL BE HELD RESPONSIBLE FOR THE PROTECTION AND REPAIR OF AND FOR PROVIDING ACCESS TO ANY CURB STOPS, METER PITS, MANHOLES, CLEANOUTS, ETC. INSTALLED IN CONJUNCTION WITH THESE PRIVATE SERVICE LINES AND FOR ANY DAMAGE OR RESTORATION OF THE PAVED SURFACES OR STRUCTURES THAT MAY RESULT FROM THE FUTURE OPERATION, MAINTENANCE, REPAIR OR REPLACEMENT OF SAID SERVICE LINES AND APPURTENANCES.

EASEMENTS ON SAID PLAT, DESIGNATED AS "SANITARY SEWER EASEMENTS" OR "WATER MAIN EASEMENTS" ARE PROVIDED FOR THE RIGHT TO CONSTRUCT, USE, MAINTAIN AND KEEP IN REPAIR THEREON A SANITARY SEWER PIPELINE AND/OR WATER MAINS AND APPURTENANCES THERETO NECESSARY TO THE OPERATION THEREFOR.

BUTLER COUNTY WATER AND SEWER DEPARTMENT AND/OR CITY OF MONROE DOES NOT ACCEPT ANY RESPONSIBILITY FOR THE RELOCATION, REPAIR, OR REPLACEMENT OF ANY OTHER UTILITY INSTALLED WITHIN FIVE (5) FEET OF THE CENTERLINE OF ANY SANITARY SEWER MAIN OR WATER MAIN.

ALL LOTS IN THIS SUBDIVISION SHALL BE SERVED BY PUBLIC SANITARY SEWER AND WATER.

ROOF DRAINS, FOUNDATION DRAINS, AND OTHER CLEAN WATER CONNECTIONS TO THE SANITARY SEWER SYSTEM ARE PROHIBITED.

MINIMUM OPENING ELEVATION

ON ANY LOT(S) WITH AN IDENTIFIED MINIMUM OPENING ELEVATION (MOE), NO DOOR, WINDOW, VENT, OR OTHER OPENING THROUGH THE WALL OF ANY STRUCTURE MAY BE LOCATED BELOW THE MINIMUM ELEVATION NOTED ON THE AFFECTED LOT(S). IF THE BASEMENT FLOOR IS BELOW THE NOTED ELEVATION, IT IS THE RESPONSIBILITY OF THE BUILDER TO PROVIDED A SUMP WELL AND SUMP PUMP, WHICH SHALL DISCHARGE ON THE LOT AT OR ABOVE THE NOTED ELEVATION.

PLAT ALTERATIONS

ANY CHANGE TO OR ALTERATION OF THIS PLAT, INCLUDING THE SPLITTING OF ANY LOT TO CREATE A NEW BUILDING SITE, SHALL REQUIRE APPROVAL BY THE CITY OF MONROE.

STREET CONSTRUCTION

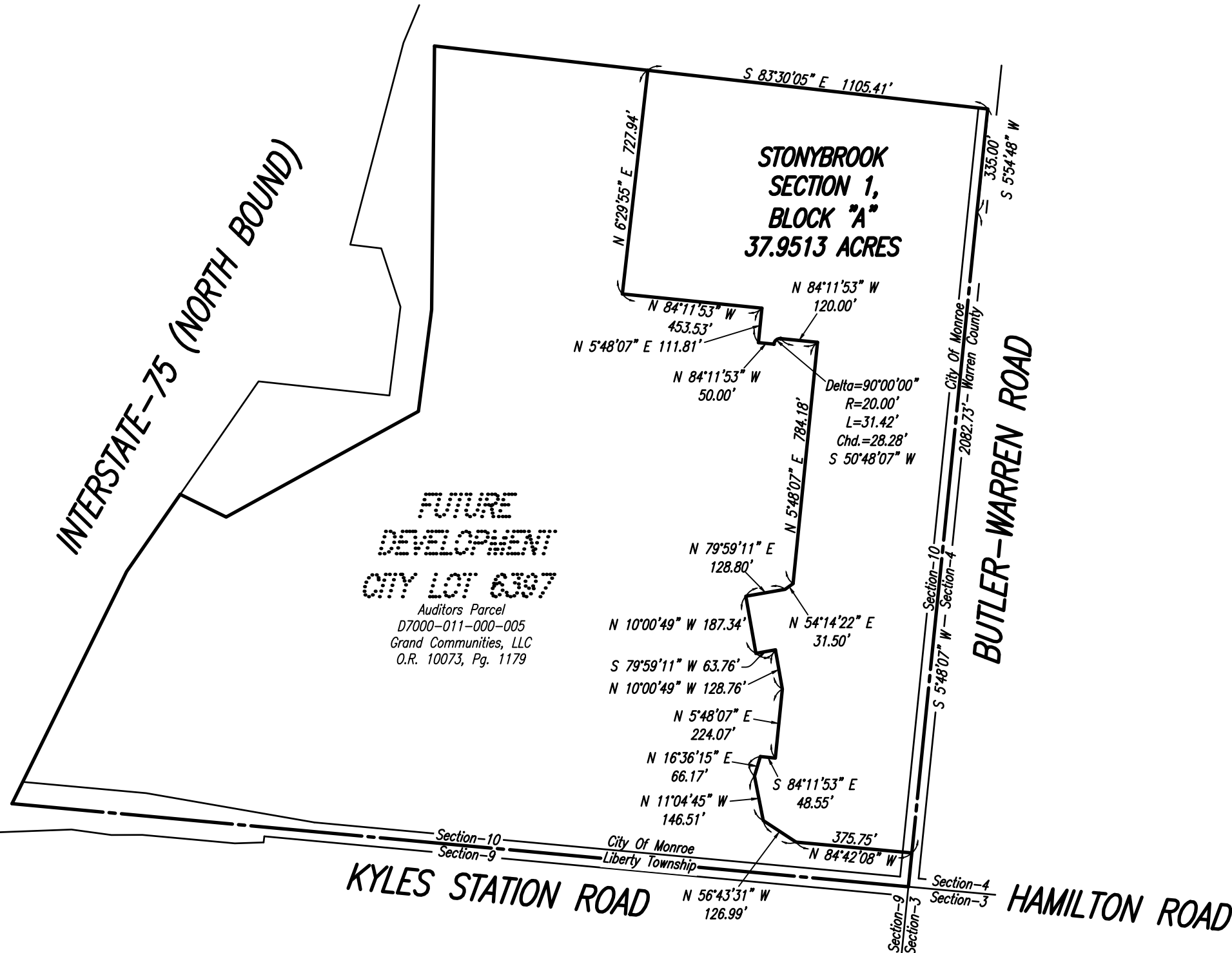
THE STREETS AS SHOWN IN SAID SUBDIVISION SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE APPROVED PLANS ON FILE IN THE OFFICE OF THE CITY OF MONROE ENGINEER. THE STREETS SHALL BE CONSTRUCTED, WITH THE EXCEPTION OF TOP COURSE, WITHIN ONE YEAR AND SHALL BE MAINTAINED AND KEPT IN REPAIR FOR A PERIOD OF ONE YEAR FROM THE DATE THE CONSTRUCTED STREETS ARE APPROVED BY THE CITY OF MONROE ENGINEER.

PRIVATE DRAINAGE EASEMENTS

THE CITY OF MONROE DOES NOT ACCEPT ANY PRIVATE DRAINAGE EASEMENTS OR STORM SEWER EASEMENTS SHOWN ON THE ACCOMPANYING PLAT, AND THE CITY OF MONROE IS NOT OBLIGATED TO MAINTAIN OR REPAIR ANY CHANNELS OR INSTALLATIONS IN SAID EASEMENTS. THE EASEMENT AREA OF EACH LOT SHALL BE MAINTAINED CONTINUOUSLY BY THE OWNER OF THE LOT, WITHIN THE BASEMENT AREA, NO STRUCTURE, PLANTING OR OTHER MATERIAL SHALL BE PLACED OR PERMITTED TO REMAIN IN WHICH MAY OBSTRUCT, RETARD OR CHANGE THE DIRECTION OF FLOW OF THE WATER".

OPEN SPACE LOTS

THE OPEN SPACE LOTS AS SHOWN WILL BE OWNED AND MAINTAINED BY THE HOMEOWNER'S ASSOCIATION. NO MODIFICATIONS TO THE OPEN SPACE AREAS BEYOND WHAT WAS ORIGINALLY APPROVED WITH THE PRELIMINARY PLAT WILL BE ALLOWED WITHOUT THE APPROVAL OF THE CITY OF MONROE. THE HOMEOWNER'S ASSOCIATION WILL RESERVE FOR ITSELF AND ITS MEMBERS, ALL RIGHTS ACCRUING FROM THE HOMEOWNER'S ASSOCIATION AND ITS MEMBERS WILL HAVE THE RIGHT TO ENGAGE IN OR PERMIT OR INVITE OTHERS TO ENGAGE IN ALL USES OF THE OPEN SPACES THAT ARE NOT EXPRESSLY PROHIBITED BY AND ARE NOT INCONSISTENT WITH THE PURPOSES OF THE OPEN SPACE LOTS. THE HOMEOWNER'S ASSOCIATION WILL RETAIN ALL RESPONSIBILITIES AND BEAR ALL COSTS AND LIABILITIES OF ANY KIND RELATED TO THE OWNERSHIP, OPERATION AND MAINTENANCE OF THE OPEN SPACE LOTS. NO MODIFICATIONS TO THE OPEN SPACE LOTS, SUCH AS CONSTRUCTION OF BUILDINGS OR STRUCTURES, WILL BE PERMITTED UNLESS OTHERWISE APPROVED BY THE CITY OF MONROE PLANNING & ZONING DEPARTMENT.



TRACT MAP

1" = 400'

AREA SUMMARY

DEED REFERENCE: OFFICIAL RECORD 10073, PAGE 1179

TOTAL AREA IN PARCEL D7000-011-000-005 = 126.9023 ACRES

TOTAL AREA IN LOTS = 20.3624 ACRES
TOTAL AREA IN OPEN SPACE = 8.3748 ACRES
TOTAL AREA IN DEDICATED R/W = 9.2141 ACRES
TOTAL AREA SECTION 1, BLOCK "A" = 37.9513 ACRES

REMAINING AREA IN PARCEL D7000-011-000-005 = 88.9510 ACRES

SUMMARY OF DEDICATED R/W

BROOKFIELD LANE - 1,733.09 L.F.
BROOKSIDE PLACE - 635.00 L.F.
WATERBEND COURT - 617.20 L.F.
RIPPLING WAY - 519.29 L.F.
TOTAL LINEAR FEET OF DEDICATED R/W = 3,504.58 L.F.

DRAINAGE STATEMENT:

UNLESS OTHERWISE DESIGNATED ON THIS PLAT, A TEN (10') FOOT WIDE DRAINAGE EASEMENT SHALL EXIST ALONG ALL COMMON REAR LOT LINES AND A 10 (10') FOOT WIDE DRAINAGE EASEMENT SHALL EXIST ALONG ALL COMMON SIDE LOT LINES, WITH THE COMMON LINE BEING THE CENTERLINE OF SAID EASEMENT.

PUBLIC SIDEWALK EASEMENT

PUBLIC SIDEWALK EASEMENT IF FOR THE BENEFIT OF THE PUBLIC FOR PEDESTRIAN ACCESS OVER THE SIDEWALK.

SURVEYOR CERTIFICATION

I HEREBY CERTIFY THAT THE ACCOMPANYING PLAT IS THE CORRECT RETURN OF A SURVEY MADE UNDER MY DIRECTION, LICENSED IN COMPLIANCE WITHIN THE LAWS OF THE STATE OF OHIO, IN NOVEMBER 2024, THAT THE MONUMENTS SHOWN ACCURATELY EXIST OR HAVE BEEN SET, AND THEIR LOCATION AND SIZE ARE CORRECT AS SHOWN ON THE PLAT AND THAT THE CITY OF MONROE SUBDIVISION REGULATIONS HAVE BEEN COMPLIED WITH TO THE BEST OF MY KNOWLEDGE.

DOUGLAS D. PIEPMEIER
OHIO REGISTERED SURVEYOR #8865

CITY PLANNING COMMISSION APPROVAL

THIS PLAT WAS APPROVED BY THE CITY OF MONROE PLANNING COMMISSION ON

THIS ____ DAY OF _____, 20 ____.

SECRETARY OF PLANNING COMMISSION
OF MONROE, OHIO

CITY COUNCIL APPROVAL

THIS PLAT WAS APPROVED BY THE CITY COUNCIL ON THIS ____ DAY OF _____, 20 ____.

CLERK OF MONROE COUNCIL

CITY ENGINEER APPROVAL

THIS PLAT WAS APPROVED BY THE CITY ENGINEER ON THIS ____ DAY OF _____, 20 ____.

CITY ENGINEER FOR THE CITY OF MONROE, OHIO

CODE ENFORCEMENT OFFICER APPROVAL

THIS PLAT WAS APPROVED BY THE CODE ENFORCEMENT OFFICER ON THIS ____ DAY OF _____, 20 ____.

CODE ENFORCEMENT OFFICER
CITY OF MONROE, OHIO

BUTLER COUNTY BOARD OF HEALTH

THIS PLAT IS SUBJECT TO PRESENT AND FUTURE REGULATIONS OF THE BUTLER COUNTY BOARD OF HEALTH.

BUTLER COUNTY SANITARY ENGINEER APPROVAL

THIS PLAT WAS APPROVED BY THE BUTLER COUNTY SANITARY ENGINEER ON THIS ____ DAY OF _____, 20 ____.

BUTLER COUNTY SANITARY ENGINEER

COUNTY AUDITOR

ENTERED FOR TRANSFER _____ A.D., 20 ____.

TRANSFERRED _____ A.D., 20 ____.

AUDITORS, BUTLER COUNTY, OHIO BY: DEPUTY

COUNTY RECORDER

FILED FOR RECORD _____ AT _____

RECORDED _____ PAGES

OFFICIAL RECORD _____ PAGES

RECORDER, BUTLER COUNTY, OHIO BY: DEPUTY

FILE _____ FEE _____

OWNER/DEVELOPER:

GRAND COMMUNITIES, LLC
3940 OLYMPIC BOULEVARD
SUITE 400
ERLANGER, KENTUCKY 41018
(859) 344-5941

STONYBROOK
SECTION 1, BLOCK "A"

Date 10-15-24
Drawn By G.R.
Checked By D.P.
Scale N/A
DWG: SYPT OR-REC0-PIHA

RECORD PLAT

STONYBROOK SECTION 1, BLOCK "A"
SECTION-10, TOWN-3, E.RANGE-3, B.T.M.
CITY OF MONROE
BUTLER COUNTY, OHIO

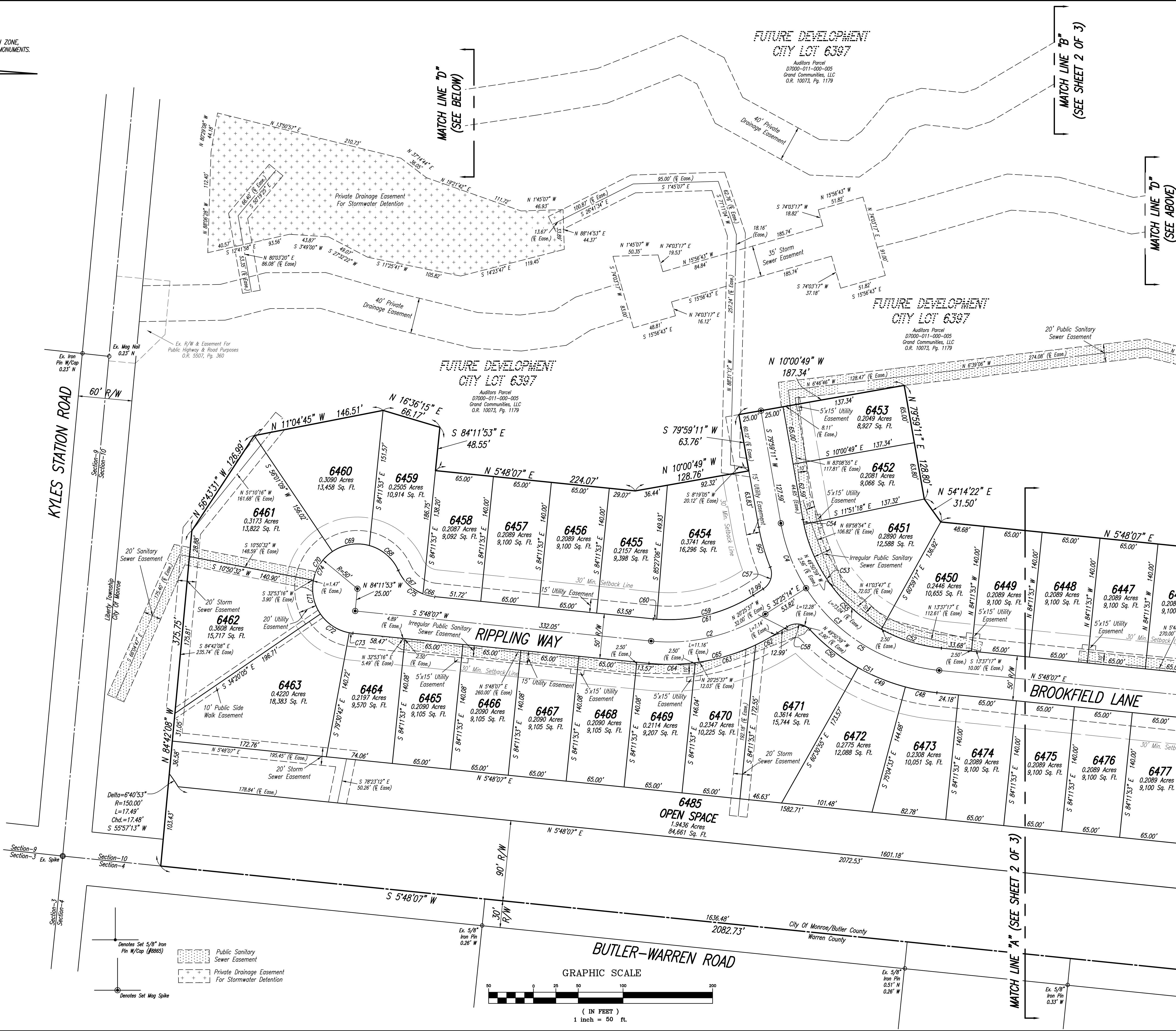
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22-0227

1
3

NORTH RELATIVE TO NAD-83, OHIO STATE PLANE COORDINATE SYSTEM - SOUTH ZONE,
BASED ON VRS GPS OBSERVATIONS OF BUTLER COUNTY, OHIO GEODETIC CONTROL MONUMENTS.

CURVE TABLE				
CURVE	DELTA	RADIUS	LENGTH	CHORD
C1	90°00'00"	20.00'	31.42'	28.28'
C2	38°13'21"	200.00'	133.42'	130.96'
C3	74°11'04"	200.00'	258.95'	241.24'
C4	22°24'25"	200.00'	78.21'	77.72'
C5	51°46'39"	200.00'	180.74'	174.85'
C6	60°3'10"	200.00'	21.13'	21.12'
C7	23°53'13"	400.00'	166.76'	165.56'
C8	13°44'26"	375.00'	89.93'	89.72'
C9	10°08'48"	375.00'	66.41'	66.32'
C10	23°53'13"	375.00'	156.34'	155.21'
C11	27°05'39"	50.00'	23.64'	23.42'
C12	14°18'55"	50.00'	12.49'	12.46'
C13	41°24'35"	50.00'	36.14'	35.36'
C14	56°39'37"	50.00'	49.45'	47.46'
C15	45°50'12"	50.00'	40.00'	38.94'
C16	45°50'12"	50.00'	40.00'	38.94'
C17	45°50'12"	50.00'	40.00'	38.94'
C18	57°45'08"	50.00'	50.40'	48.29'
C19	105°3'49"	50.00'	9.51'	9.49'
C20	262°49'09"	50.00'	229.35'	75.00'
C21	41°24'35"	50.00'	36.14'	35.36'
C22	2°40'22"	425.00'	19.83'	19.82'
C23	8°10'28"	425.00'	60.64'	60.58'
C24	8°10'28"	425.00'	60.64'	60.58'
C25	4°51'56"	425.00'	36.09'	36.08'
C26	23°53'13"	425.00'	177.19'	175.91'
C27	90°00'00"	20.00'	31.42'	28.28'
C28	90°00'00"	20.00'	31.42'	28.28'
C29	60°3'10"	175.00'	18.49'	18.48'
C30	2°12'25"	225.00'	8.67'	8.67'
C31	3°50'45"	225.00'	15.10'	15.10'
C32	60°3'10"	225.00'	23.77'	23.76'
C33	41°19'36"	50.00'	36.06'	35.29'
C34	0°04'58"	50.00'	0.07'	0.07'
C35	63°32'39"	50.00'	55.45'	52.65'
C36	45°50'12"	50.00'	40.00'	38.94'
C37	45°50'12"	50.00'	40.00'	38.94'
C38	45°50'12"	50.00'	40.00'	38.94'
C39	61°45'55"	50.00'	53.90'	51.33'
C40	26°24'21"	50.00'	23.04'	22.84'
C41	15°00'15"	50.00'	13.09'	13.06'
C42	41°24'35"	50.00'	36.14'	35.36'
C43	262°49'09"	50.00'	229.35'	75.00'
C44	41°24'35"	50.00'	36.14'	35.36'
C45	90°00'00"	20.00'	31.42'	28.28'
C46	90°00'00"	20.00'	31.42'	28.28'
C47	90°00'00"	20.00'	31.42'	28.28'
C48	90°7'20"	225.00'	35.82'	35.78'
C49	14°33'38"	225.00'	57.16'	57.03'
C50	17°30'39"	20.00'	68.77'	68.50'
C51	41°11'38"	225.00'	161.77'	158.31'
C52	23°12'36"	175.00'	70.89'	70.41'
C53	49°07'59"	175.00'	150.07'	145.51'
C54	1°50'29"	175.00'	5.62'	5.62'
C55	74°11'04"	175.00'	226.58'	211.08'
C56	11°49'23"	225.00'	46.43'	46.35'
C57	79°24'58"	20.00'	27.72'	25.56'
C58	79°24'58"	20.00'	27.72'	25.56'
C59	37°10'41"	174.25'	113.07'	111.09'
C60	1°05'13"	201.84'	3.83'	3.83'
C61	38°10'55"	175.37'	116.87'	114.72'
C62	70°3'41"	225.00'	27.73'	27.71'
C63	17°56'56"	225.00'	70.49'	70.20'
C64	13°12'44"	225.00'	51.88'	51.77'
C65	38°13'21"	225.00'	150.10'	147.33'
C66	15°24'30"	50.00'	13.45'	13.41'
C67	44°39'46"	50.00'	38.96'	37.98'
C68	50°25'24"	50.00'	44.00'	42.80'
C69	49°24'50"	50.00'	43.12'	41.80'
C70	45°10'37"	50.00'	38.42'	38.41'
C71	45°10'37"	50.00'	38.42'	38.41'
C72	4°11'12"	50.00'	4.09'	4.09'
C73	24°03'16"	50.00'	209.49'	86.58'
C74	60°3'16"	50.00'	52.41'	50.04'
C75	60°3'16"	50.00'	52.41'	50.04'



STONYBROOK
SECTION 1, BLOCK "A"

10-15-24
Drawn By: G.R.
Checked By: D.P.
Scale: 1" = 50'

REVISIONS

RECORD PLAT
STONYBROOK SECTION 1, BLOCK "A"
SECTION-10, TOWN-3, RANGE-3, B.T.M.
CITY OF MONROE
BUTLER COUNTY, OHIO

Abercrombie & Associates, Inc.
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Job No. 22-0227
3

EMERGENCY ORDINANCE NO. 2025-20

AN ORDINANCE APPROVING A FINAL PLAT FOR SECTION 5, BLOCK C, IN THE MONROE CROSSINGS SUBDIVISION AND DECLARING AN EMERGENCY.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MONROE, STATE OF OHIO, THAT:

SECTION 1: The Council of the City of Monroe hereby approves the Final Plat for Section 5, Block C, in the Monroe Crossings Subdivision upon receipt of proper bonding, payment of all application review and inspection fees, submission of digital files compatible with the City's GIS, and a complete file of all As-Built drawings.

SECTION 2: This measure is hereby declared to be an emergency necessary for the immediate preservation of the public, peace, health, safety and welfare and further for the reason that Council desires to approve the final plat at the earliest possible date to avoid a delay in the development of this subdivision. Therefore, this measure shall take effect and be in full force from and after its passage.

PASSED: _____

ATTEST:

APPROVED:

Clerk of Council

Mayor

DEDICATION STATEMENT:

THE UNDERSIGNED, BEING THE OWNER OF 27.0173 ACRES OF LAND IN PART LOT #2293 OF THE CITY OF MONROE AND LOCATED IN SECTION 35, TOWN 3, RANGE 3, BETWEEN THE JARVIS, THE CITY OF MONROE, BUTLER COUNTY, OHIO, DOES HEREBY ASSENT TO AND ADOPT THE ACCOMPANYING PLAT OF SUBDIVISION TO BE KNOWN AS MONROE CROSSINGS, SECTION FIVE, BLOCK C, DOES HEREBY DEDICATE TO THE PUBLIC FOREVER, IN ACCORDANCE WITH THE LAWS IN SUCH CASES MADE AND PROVIDED, THE STREETS AND ROADWAYS AS SHOWN ON SAID PLAT, AND DECLARES THE SAME TO BE FREE AND UNENCUMBERED.

THE TITLE WAS ACQUIRED BY: OFFICIAL RECORD 9617, PAGE 1812

OWNER: MONROE CROSSINGS II, LLC
AN OHIO LIMITED LIABILITY COMPANY

SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____

STATE OF: _____

COUNTY OF: _____

BE REMEMBERED THAT ON THIS _____ DAY OF _____, 2024, BEFORE THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY CAME MONROE CROSSINGS II, LLC, AN OHIO LIMITED LIABILITY COMPANY, AS REPRESENTED BY ITS _____ WHO

ACKNOWLEDGED THE SIGNED AND EXECUTION OF THE FOREGOING INSTRUMENT TO BE THEIR VOLUNTARY ACT AND DEED IN TESTIMONY WHEREOF, I HAVE HEREIN SET MY HAND AND AFFIRMED MY NOTARIAL SEAL ON THE DAY AND YEAR LAST AFORESAID.

NOTARY PUBLIC: _____

MY COMMISSION EXPIRES: _____

UTILITY EASEMENTS:

EASEMENTS ON SAID PLAT, DESIGNATED AS UTILITY EASEMENTS, ARE PROVIDED FOR THE CONSTRUCTION, MAINTENANCE, AND OPERATION OF POLES, WIRES AND CONDUITS, AND THE NECESSARY ATTACHMENTS IN CONNECTION THEREWITH, FOR THE TRANSMISSION OF ELECTRIC, TELEPHONE, CABLE TELEVISION, AND OTHER PURPOSES; FOR THE CONSTRUCTION AND MAINTENANCE OF SERVICE OF UNDERGROUND STORM WATER DRAINS, PIPELINES FOR SUPPLYING GAS, WATER, HEAT, AND OTHER PUBLIC OR QUASI PUBLIC UTILITY FUNCTIONS TOGETHER WITH THE NECESSARY LATERAL CONNECTIONS, THE RIGHT OF INGRESS TO AND EGRESS FROM SAID EASEMENTS, AND TO CUT, TRIM OR REMOVE TREES AND UNDERGROWTH OR OVERHANGING BRANCHES WITHIN SAID EASEMENT OR IMMEDIATE ADJACENT THERETO, NO BULGES OR OTHER STRUCTURES MAY BE BUILT WITHIN SAID EASEMENTS, NOR MAY THE EASEMENT AREA BE PHYSICALLY ALTERED SO AS TO 1) REDUCE THE CLEARANCE OF EITHER OVERHEAD OR UNDERGROUND FACILITIES; 2) IMPAIR THE LAID SUPPORT OF SAID FACILITIES; 3) IMPAIR THE ABILITY TO MAINTAIN THE FACILITIES OR 4) CREATE A HAZARD.

THE ABOVE EASEMENTS ARE ALSO PROVIDED FOR OTHER PUBLIC USES AS DESIGNATED AND SHALL BE USED FOR THE CONSTRUCTION OF STORM WATER DRAINS, OPEN CHANNELS, PUBLIC AND PRIVATE SEWERS, PIPELINES FOR THE SUPPLYING OF WATER, CABLE TELEVISION, AND FOR ANY OTHER PUBLIC OR QUASI PUBLIC UTILITY OR FUNCTION, CONDUCTED, MAINTAINED OR PERFORMED BY ORDINARY MEANS BENEATH OR ABOVE THE SURFACE OF THE GROUND TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS OVER AND ACROSS LOTS TO AND FROM SAID EASEMENTS.

DUKE UTILITY EASEMENT:

FOR VALUABLE CONSIDERATION, WE, THE UNDERSIGNED ("GRANTOR") DO HEREBY PERMANENTLY GRANT TO DUKE ENERGY OHIO/KENTUCKY, INC. AND THEIR PARENT ENTITY (OR ENTITY CONTROLING BOTH ENTITIES), THEIR RESPECTIVE SUBSIDIARIES OR AFFILIATE ENTITIES, AND ANY OTHER PROVIDER OF UTILITY SERVICES ("GRANTEE") THEIR SUCCESSORS AND ASSIGNS, FOREVER, NON-EXCLUSIVE EASEMENTS, AS SHOWN ON THE WITHIN PLAT AND DESIGNATED AS DESIGNATED "UTILITY EASEMENTS" FOR THE CONSTRUCTION, OPERATION, MAINTENANCE, REPAIR, OR REPLACEMENT OF ANY AND ALL NECESSARY FACILITIES FOR THE OVERHEAD OR UNDERGROUND DISTRIBUTION OF GAS, ELECTRIC, TELEPHONE, TELECOMMUNICATIONS OR OTHER UTILITIES ("GRANTEE FACILITIES" OR "FACILITIES"). THE GRANTEE SHALL HAVE THE RIGHT OF INGRESS AND EGRESS AND ALSO THE RIGHT TO CUT, TRIM OR REMOVE ANY TREES, UNDERGROWTH OR OVERHANGING BRANCHES WITHIN THE UTILITY EASEMENTS OR IMMEDIATELY ADJACENT THERETO, NO BUILDINGS OR OTHER STRUCTURES MAY BE BUILT WITHIN THE UTILITY EASEMENTS AREA, NOR MAY THE UTILITY EASEMENTS AREA BE PHYSICALLY ALTERED TO 1) REDUCE THE CLEARANCE OF EITHER OVERHEAD OR UNDERGROUND FACILITIES; 2) IMPAIR THE LAND SUPPORT OF GRANTEE FACILITIES; 3) IMPAIR THE ABILITY TO MAINTAIN THE FACILITIES OR 4) CREATE A HAZARD. TO HAVE AND TO HOLD THE EASEMENT FOREVER, WE ACKNOWLEDGE HAVING THE FULL POWER TO CONVEY THIS UTILITY EASEMENT AND WILL DEFEND THE SAME AGAINST ALL CLAIMS.

ALSO HEREBY GRANTED TO DUKE ENERGY OHIO/KENTUCKY, INC. AND ITS SUBSIDIARIES, SUCCESSORS, AND ASSIGNS IS THE RIGHT TO LATERALLY EXTEND, REPAIR, AND MAINTAIN NATURAL GAS SERVICES TO SERVE INDIVIDUAL LOTS AS CONSTRUCTED BY THE ORIGINAL BUILDER ALLOWING DISTURBANCE ONLY OVER EXISTING SERVICE LINES NECESSARY FOR THE REPAIR ONLY ON THE LOT ON WHICH THE SERVICE IS LOCATED, RECONSTRUCTION OR RELOCATION IS PERMISSIBLE ONLY WITH THE WRITTEN PERMISSION OF THE PARCEL OWNER AND SAID UTILITY PROVIDER TO A MUTUALLY AGREEABLE LOCATION, NO PART OF THE UTILITY EASEMENTS SHALL ENCUMBER EXISTING BUILDINGS OR ADJOINING LOTS.

WATER & SEWER:

IT IS UNDERSTOOD THAT THE CITY OF MONROE WILL NOT BE ABLE TO ISSUE ANY CONNECTION PERMITS OR BUILDING PERMITS UNTIL THE OHIO ENVIRONMENTAL PROTECTION AGENCY (EPA) HAS APPROVED THE PLANS FOR THE PROPOSED EXTENSIONS OF THE PUBLIC WATER AND SEWER SYSTEMS WITHIN THIS SUBDIVISION, UNLESS ON-SITE SYSTEMS ARE PROPOSED AND APPROVED.

ALL BUILDINGS TO BE SERVED BY THE PUBLIC SEWER SYSTEM SHALL BE CONSTRUCTED SO AS TO PROVIDE A MINIMUM OF FOUR (4) FEET OF VERTICAL SEPARATION BETWEEN THE PUBLIC SANITARY SEWER, AT THE POINT OF CONNECTION, AND THE LOWEST BUILDING LEVEL SERVED BY THE SEWER. IN ADDITION, SAID BUILDING LEVEL SHALL BE AT LEAST ONE FOOT (1') ABOVE THE LOWEST POINT OF FREE-OVERFLOW (NON-SEALED MANHOLE COVER) UPSTREAM OF ANY TREATMENT FACILITY OR WASTEWATER PUMPING FACILITY THAT RECEIVES THE DISCHARGE FROM SAID BUILDING, SAID MINIMUM SEWER SEPARATION SHALL BE MAINTAINED THROUGHOUT THE ENTIRE LENGTH OF THE SEWER LINE. THE CITY OF MONROE WILL BE RESPONSIBLE FOR THE DEVELOPMENT OF THE PLANS FOR THE PROPOSED EXTENSIONS OF THE PUBLIC WATER AND SEWER SYSTEMS WITHIN THIS SUBDIVISION, UNLESS ON-SITE SYSTEMS ARE PROPOSED AND APPROVED.

PRIVATE DRIVEWAYS, PARKING LOTS AND OTHER PAVED AREAS, EARTHEN BERMS, OR STRUCTURES SHOULD NOT BE CONSTRUCTED OVER OR INTERFERE WITH THE PUBLIC ROAD RIGHT-OF-WAY OR WITHIN EASEMENT AREAS FOR THE PUBLIC UTILITIES, SHOULD THIS OCCUR, THE PROPERTY OWNER SHALL BE HELD RESPONSIBLE FOR THE CONSTRUCTION AND REPAIR OF AND FOR PROVIDING ACCESS TO ANY CURB STOPS, METER PITS, MANHOLES, CLEANOUTS, ETC. INSTALLED IN CONJUNCTION WITH THESE PRIVATE SERVICE LINES AND FOR ANY DAMAGE OR RESTORATION OF THE PAVED SURFACES OR STRUCTURES THAT MAY RESULT FROM THE FUTURE OPERATION, MAINTENANCE, REPAIR OR REPLACEMENT OF SAID SERVICE LINES AND APPURTENANCES.

EASEMENTS ON SAID PLAT, DESIGNATED AS "SANITARY SEWER EASEMENTS" OR "WATER MAIN EASEMENTS" ARE PROVIDED FOR THE RIGHT TO CONSTRUCT, USE, MAINTAIN AND KEEP IN REPAIR THEREON A SANITARY SEWER PIPELINE AND/OR WATER MAIN AND APPURTENANCES NECESSARY TO THE OPERATION THEREOF.

THE BUTLER COUNTY WATER & SEWER DEPARTMENT DOES NOT ACCEPT ANY RESPONSIBILITY FOR THE RELOCATION, REPAIR OR REPLACEMENT OF ANY OTHER UTILITY INSTALLED WITHIN FIVE (5) FEET OF THE CENTERLINE OF ANY SANITARY SEWER MAIN.

SANITARY SEWER LATERALS, WHICH SHALL INCLUDE ALL PIPE AND APPURTENANCES FROM THE BUILDING TO THE PUBLIC SEWER MAIN, AND THE CONNECTION TO THE PUBLIC SEWER MAIN SHALL BE CONSIDERED PRIVATE AND THE RESPONSIBILITY OF THE PROPERTY OWNER TO MAINTAIN. THE CONNECTION TO THE SEWER WOULD BE ANY PIPING THAT EXTENDS OUT FROM THE MAIN BASELINE OF THE SEWER MAIN.

ALL LOTS SHOWN HEREON SHALL BE SERVED BY PUBLIC SANITARY SEWERS AND WATER.

ROOT DRAINS, FOUNDATION DRAINS, AND OTHER CLEAN WATER CONNECTIONS TO THE SANITARY SEWER SYSTEM ARE PROHIBITED.

HIGH WATER PLATES ARE APPARENT IN THIS AREA, IF BASEMENTS ARE CONSTRUCTED, IT IS THE RESPONSIBILITY OF THE BUILDER TO TAKE SPECIAL PRECAUTIONS TO INSURE THE BASEMENT STAYS DRY.

MONROE CROSSINGS SECTION FIVE, BLOCK C SECTION 35, TOWN 3, RANGE 3 BTM CITY OF MONROE BUTLER COUNTY, OHIO

PARCEL NUMBER C1800-016-000-001

DEED REFERENCE: OFFICIAL RECORD 9617, PAGE 1812

DEED ACRES (S.V. 61, PG. 100) 105.6559 ACRES

SECTION FIVE, BLOCK A 26.6297 ACRES

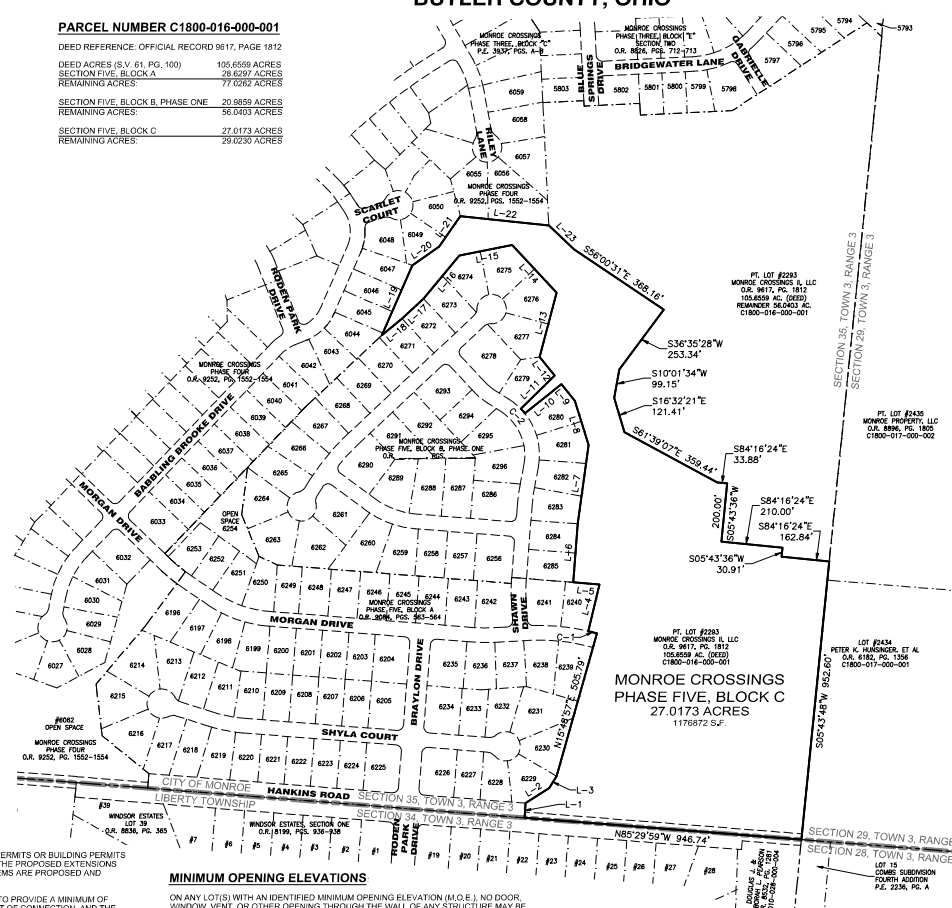
REMAINING ACRES 77.0262 ACRES

SECTION FIVE, BLOCK B, PHASE ONE 20.8659 ACRES

REMAINING ACRES 56.0403 ACRES

SECTION FIVE, BLOCK C 27.0173 ACRES

REMAINING ACRES 29.0230 ACRES



MINIMUM OPENING ELEVATIONS

ON ANY LOT(S) WITH AN IDENTIFIED MINIMUM OPENING ELEVATION (M.O.E.), NO DOOR, WINDOW, VENT, OR OTHER OPENING THROUGH THE WALL OF ANY STRUCTURE MAY BE INSTALLED BELOW THE MINIMUM ELEVATION NOTED ON THE AFFECTED LOT(S). IF THE BASEMENT FLOOR IS BELOW THE NOTED ELEVATION, IT IS THE RESPONSIBILITY OF THE BUILDER TO PROVIDE A SUMP PUMP AND PROVIDE A SUMP PUMP, WHICH SHALL DISCHARGE ON THE LOT AT OR ABOVE THE NOTED ELEVATION.

PLAT ALTERATIONS

ANY CHANGE TO OR ALTERATION OF THIS PLAT, INCLUDING THE SPLITTING OF ANY LOT TO CREATE A NEW BUILDING SITE, SHALL REQUIRE APPROVAL BY THE CITY OF MONROE.

STREET CONSTRUCTION:

THE STREETS AS SHOWN IN SAID SUBDIVISION SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE APPROVED PLANS ON FILE IN THE OFFICE OF THE CITY OF MONROE ENGINEER. THE STREETS SHALL BE CONSTRUCTED WITH THE EXCEPTION OF TOP COURSE, WITHIN ONE YEAR AND SHALL BE MAINTAINED AND KEPT IN REPAIR FOR A PERIOD OF ONE YEAR FROM THE DATE THE CONSTRUCTED STREETS ARE APPROVED BY THE CITY OF MONROE ENGINEER.

DRAINAGE EASEMENTS:

THE CITY OF MONROE DOES NOT ACCEPT ANY DRAINAGE EASEMENTS LOCATED OUTSIDE THE PUBLIC RIGHT-OF-WAY SHOWN ON THIS PLAT. THE CITY OF MONROE IS NOT OBLIGATED TO MAINTAIN OR REPAIR ANY CHANNELS OR INSTALLATIONS IN SAID EASEMENTS. THE EASEMENT AREA OF EACH LOT SHALL BE MAINTAINED CONTINUOUSLY BY THE OWNER OF THE LOT. MAINTENANCE OF ALL IMPROVEMENTS WITHIN DRAINAGE EASEMENTS SHALL BE THE RESPONSIBILITY OF THE CITY OF MONROE CROSSINGS HOMEOWNERS ASSOCIATION AS PROVIDED FOR IN THE DECLARATION AND IN ACCORDANCE WITH THE STANDARDS AND SPECIFICATIONS OF THE CITY OF MONROE ENGINEERS. WITHIN THE EASEMENT AREA, NO STRUCTURE, PLANTING, OR OTHER MATERIAL SHALL BE PLACED OR PERMITTED TO RETAIN WHICH MAY OBSTRUCT, RETARD, OR CHANGE THE DIRECTION OF THE WATER FLOW.

OWNER

MONROE CROSSINGS II, LLC
800 WESSEL DRIVE, SUITE 2B
FAIRFIELD, OH 45014

ENGINEER / SURVEYOR

BAYER BECKER
6900 TYLERVILLE ROAD, SUITE A
MASON, OH 45040
(513) 336-6600

SHEET INDEX

2-3, PLAT SHEETS

CITY PLANNING COMMISSION

THIS PLAT WAS APPROVED BY THE CITY OF MONROE PLANNING COMMISSION ON THIS _____ DAY OF _____, 2024.

SECRETARY OF MONROE
PLANNING COMMISSION

CITY COUNCIL

THIS PLAT WAS APPROVED BY THE CITY COUNCIL ON THIS _____ DAY OF _____, 2024.

CLERK OF MONROE COUNCIL

CITY ENGINEER

THIS PLAT WAS APPROVED BY THE CITY ENGINEER ON THIS _____ DAY OF _____, 2024.

ENGINEER FOR THE
CITY OF MONROE

ZONING ENFORCEMENT OFFICER

THIS PLAT WAS APPROVED BY THE ZONING ENFORCEMENT OFFICER ON THIS _____ DAY OF _____, 2024.

ENFORCEMENT OFFICER

BUTLER COUNTY BOARD OF HEALTH

THIS PLAT IS SUBJECT TO PRESENT AND FUTURE REGULATIONS OF THE BUTLER COUNTY BOARD OF HEALTH.

COUNTY AUDITOR

ENTERED FOR TRANSFER _____ A.D. 2024.

TRANSFERRED _____ A.D. 2024.

AUDITOR, BUTLER COUNTY, OHIO _____ BY: _____ DEPUTY

COUNTY RECORDER

FILED FOR RECORD _____ AT _____

RECORDED _____ PAGES

OFFICIAL RECORD _____ PAGES

RECORDER, BUTLER COUNTY, OHIO _____ BY: _____ DEPUTY

FILE _____ FEE _____

SURVEYOR'S CERTIFICATION

I HEREBY STATE TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF THAT THE ACCOMPANYING PLAT IS THE RETURN OF A SURVEY MADE UNDER MY DIRECTION FOR MONROE CROSSINGS, SECTION FIVE, BLOCK C. MONUMENTS ARE SET AND THEIR LOCATION AND SIZE ARE AS SHOWN ON THE PLAT AND THE CITY OF MONROE SUBDIVISION REGULATIONS HAVE BEEN COMPLIED WITH TO THE BEST OF MY KNOWLEDGE.

JEFFREY O. LAMBERT
PROFESSIONAL SURVEYOR #7568
IN THE STATE OF OHIO

DATE



VICINITY MAP
(NOT TO SCALE)

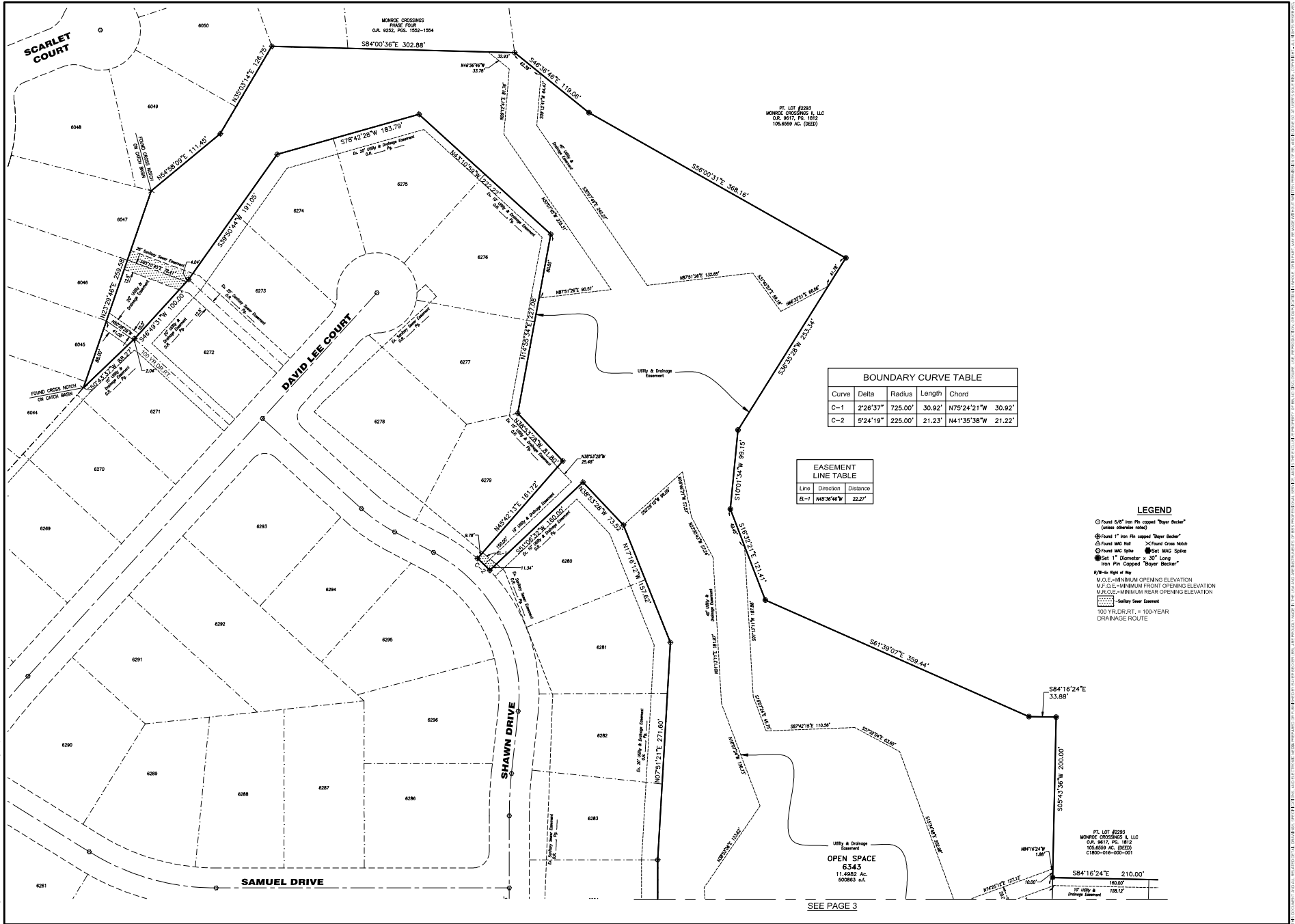
Date	Drawn	Check
Revision	Description	
Item		

MONROE CROSSINGS
SECTION FIVE, BLOCK C
SECTION 35, TOWN 3, RANGE 3 BTM
CITY OF MONROE
BUTLER COUNTY, OHIO
RECORD PLAT



Drawing: 18-0009 RP 5C-TITLE
Drawn by: PAH
Checked by: JOL
Issue Date: 08-25-24
Sheet: 1/3

Plot time: Jun 10, 2024 - 9:52am
Drawing name: S:\3\1\14\24\240303\CV014-2024 RP SC.dwg - Layout Tab RP



Scale of Drawing
VOLUME 61, PAGE 100
0 50 100
SCALE: 1" = 50'

Date	Drawn	CHK

Revision	Description

Item

MONROE CROSSINGS
SECTION FIVE, BLOCK C
SECTION 35, TOWN 3, RANGE 3 BTM
CITY OF MONROE
BUTLER COUNTY, OHIO

RECORD PLAT

www.boyerbecker.com
6900 Mansfield Road, Suite A
Mason, OH 45040 • 713.135.0500

Drawing:	19-0209 RP SC
Drawn by:	PAH
Checked by:	JOL
Issue Date:	05-20-24
Sheet:	2/3

ORDINANCE NO. 2025-21

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO ONE OR MORE FIRST AMENDED AND RESTATED COMMUNITY REINVESTMENT AREA AGREEMENTS WITH MOUNTAIN MONROE OH LLC WITH RESPECT TO REAL PROPERTY LOCATED WITHIN A COMMUNITY REINVESTMENT AREA WITHIN THE CITY AND APPROVING RELATED MATTERS

WHEREAS, the City of Monroe, Ohio (the “City”), has encouraged the development of real property and the acquisition of personal property in areas designated as community reinvestment areas (“CRAs,” or singularly, a “CRA”); and

WHEREAS, the City Council (the “Council”) of the City adopted Emergency Resolution No. 44-2007 on August 14, 2007, describing the boundaries of the CRA Area and determined that such area contains the conditions described in Section 3735.65 of the Ohio Revised Code (“R.C.”) and confirmed said area as a CRA Area under Chapter 3735 of the R.C.; and

WHEREAS, the Ohio Department of Development determined that the CRA Area contained the characteristics set forth in R.C. Section 3735.66 required for a CRA and confirmed the CRA Area as CRA No. 017-61157-01 within the City; and

WHEREAS, the Board of Education (the “Board of Education”) of the Monroe Local School District later approved (i) a 15-year, 100% real property tax exemption with respect to a Community Reinvestment Area Agreement to be executed between the City and Park North 9, LLC (the “Park North 9 CRA Agreement”) and (ii) a 15-year, 100% real property tax exemption with respect to a Community Reinvestment Area Agreement to be executed between the City and MREIC Monroe OH, LLC (the “MREIC CRA Agreement” and together with the Park North 9 CRA Agreement, the “Original CRA Agreements”); and

WHEREAS, following approval of each of the Original CRA Agreements by the School District, this Council formally approved each of the Original CRA Agreements pursuant to one or more ordinances of this Council; and

WHEREAS, the City subsequently entered into the Park North 9 CRA Agreement with Park North 9, LLC on June 26, 2014 and later entered into the MREIC CRA Agreement on June 20, 2018 with MREIC Monroe OH, LLC; and

WHEREAS, pursuant to Section 16 of the Park North 9 CRA Agreement, Park North 9, LLC entered into an Assignment and Assumption Agreement with MREIC Monroe OH, LLC on March 13, 2015, by which Park North 9, LLC assigned all of its rights under the Park North 9 CRA Agreement to MREIC Monroe OH, LLC and MREIC Monroe, OH, LLC assumed all of the obligations of Park North 9, LLC under the Park North 9 CRA Agreement; and

WHEREAS, as a result of that Certificate of Conversion made by MREIC Monroe OH, LLC on April 20, 2023 and filed with the Ohio Secretary of State as Document No. 202311401564 effective April 21, 2023, MREIC Monroe OH, LLC approved its conversion into Mountain Monroe OH, LLC such that MREIC Monroe OH, LLC was converted into and became Mountain Monroe OH, LLC (the “First Conversion”) as of April 20, 2023 (the “First Conversion Date”); and

WHEREAS, pursuant to the First Conversion, the Park North 9 CRA Agreement, as assigned, no longer expressly included as a party an “owner” as required pursuant to Section 3735.671(A) of the R.C.; and

WHEREAS, as a result of that Certificate of Conversion made by MREIC Monroe OH, LLC on April 20, 2023 and filed with the Ohio Secretary of State as Document No. 202311401564 effective April 21, 2023, MREIC Monroe OH, LLC approved its conversion into Mountain Monroe OH, LLC such that MREIC Monroe OH, LLC was converted into and became Mountain Monroe OH, LLC (the “Second Conversion”) as of April 20, 2023 (the “Second Conversion Date”); and

WHEREAS, pursuant to the Second Conversion, the MREIC CRA Agreement no longer expressly included as a party an “owner” as required pursuant to Section 3735.671(A) of the R.C.; and

WHEREAS, it is the intention of the City to amend and fully restate each of the Original CRA Agreements in conformance with the format required under Section 3735.671 of the R.C. in effect as of the date of the execution of each of the Original CRA Agreements, all in order to document and confirm that Mountain Monroe OH, LLC has, as a result of the First Conversion and the Second Conversion, assumed all rights and obligations of MREIC Monroe OH, LLC under the Park North 9 CRA Agreement and MREIC Monroe OH, LLC under the MREIC CRA Agreement; and

WHEREAS, the City has, prior to consideration of this Ordinance, provided a fourteen (14) day notice to the Boards of Education of the Monroe Local Schools District and the Butler Technology Career Development Center and this Council ratifies the giving of such notice; and

WHEREAS, this Council ratifies the approval of the Park North 9 CRA Agreement and the MREIC CRA Agreement and now desires to approve Amended and Restated CRA Agreements pursuant to this Ordinance.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MONROE, STATE OF OHIO, THAT:

SECTION 1: This Council hereby determines that Mountain Monroe OH, LLC is qualified to receive commercial CRA tax exemptions with respect to the real property it owns, as identified more particularly herein, all pursuant to R.C. Sections 3735.65 through 3735.70 and the Original CRA Agreements.

SECTION 2: This Council hereby approves (i) the First Amended and Restated Community Reinvestment Area Agreement with respect to the Park North 9 CRA Agreement as a result of the First Conversion in substantially the form of **Exhibit A** attached hereto and (ii) the First Amended and Restated Community Reinvestment Area Agreement with respect to the MREIC CRA Agreement as a result of the Second Conversion in substantially the form of **Exhibit B** attached hereto (together, the “Amended and Restated CRA Agreements”).

SECTION 3: That the City is hereby authorized, and the City Manager is hereby authorized to act on behalf of the City to, execute, deliver, and perform the Amended and Restated CRA Agreements and any additional agreements or other instruments, including but not limited to, one or more estoppel certificates related to the Original CRA Agreements and the Amended and Restated CRA Agreements, together with such changes as are consistent with this Ordinance and not materially adverse to the City, both of which shall be conclusively evidenced by the signature of the City Manager upon the Amended and Restated CRA Agreements.

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

SECTION 5: This measure shall take effect and be in full force from and after the earliest period allowed by law.

PASSED: _____

ATTEST:

APPROVED:

Clerk of Council

Mayor

First Reading: _____

EXHIBIT A

FIRST AMENDED AND RESTATED
COMMUNITY REINVESTMENT AREA AGREEMENT FOR PARK NORTH 9 CRA
AGREEMENT

[See Attached]

EXHIBIT B

FIRST AMENDED AND RESTATED
COMMUNITY REINVESTMENT AREA AGREEMENT FOR MREIC CRA
AGREEMENT

[See Attached]

**FIRST AMENDED AND RESTATED
COMMUNITY REINVESTMENT AREA AGREEMENT**

This First Amended and Restated Community Reinvestment Agreement (this "Agreement") is made and entered into as of [_____] [____], 2025 (the "Restatement Date"), by and between the City of Monroe, Ohio, an Ohio municipal corporation, with its main offices located at 233 South Main Street, Monroe, Ohio 45050 (hereinafter referred to as the "City"), and Mountain Monroe OH LLC, a Delaware limited liability company with its principal office located at Two Newton Place, 255 Washington Street, Suite 300, Newton, Massachusetts 02458 (hereinafter referred to as the "Developer"), under the following circumstances:

WHEREAS, the City has, pursuant to the Development Agreement dated July 31, 2007 and attached as Exhibit A (the "Development Agreement") executed between the City and VH Monroe LLC, determined to designate the area within which the Project (as hereinafter defined) is located as a Community Reinvestment Area (the "Community Reinvestment Area") under Section 3735.66 of the Ohio Revised Code (the "Code") and has agreed that, without any obligations other than as expressly set forth in the Development Agreement, buildings constructed within the Community Reinvestment Area will be provided with a 15-year, 100% real property tax exemption; and

WHEREAS, the City Council (the "Council") of the City adopted Emergency Resolution No. 44-2007 on August 14, 2007, describing the boundaries of the Community Reinvestment Area and determined that such area contains the conditions described in Section 3735.65 of the Code and confirmed said area as a Community Reinvestment Area under Chapter 3735 of the Code; and

WHEREAS, the Board of Education (the "Board of Education") of the Monroe Local School District (the "School District") approved a 15-year, 100% real property tax exemption for buildings constructed within the Community Reinvestment Area, waived all rights to compensation under Sections 3735.671 of the Code pursuant to a Tax Incentive Agreement dated July 31, 2007 between the School District and the City and an Agreement dated August 30, 2007 between VH Monroe LLC and the School District, and the Board of Education, by resolution, otherwise approved a Community Reinvestment Area Agreement to be executed between the City and Park North 9, LLC (the "Original CRA Agreement"); and

WHEREAS, Park North 9, LLC (the "Original Developer") submitted a proposed application to the City with respect to the Original CRA Agreement (which is attached hereto as Exhibit D, hereinafter referred to as the "Application"); and

WHEREAS, the City and the Original Developer entered into the Original CRA Agreement on June 26, 2014 pursuant to which the Original Developer indicated its desire to construct a new industrial building of approximately 206,400 square feet to be used for the engineering, manufacturing, warehouse, or distribution operations of one or more users, as more particularly described on the site plan attached hereto as Exhibit B (the "Project"), located on certain real property within the boundaries of the Community Reinvestment Area as more specifically described on Exhibit C hereto (the "Project Site"), provided that the appropriate development incentives would be available to support the economic viability of the Project; and

WHEREAS, the Original Developer completed the construction of the Project in accordance with the Original CRA Agreement; and

WHEREAS, following the completion of construction of the Project, the Original Developer conveyed the Project Site to MREIC Monroe OH, LLC on March 20, 2015 pursuant to that Limited Warranty Deed known by Instrument No. 2015-007450 in the records of the Warren County Recorder; and

WHEREAS, pursuant to Section 16 of the Original CRA Agreement, the Original Developer entered into an Assignment and Assumption Agreement with MREIC Monroe OH, LLC on March 13, 2015, by which the Original Developer assigned all of its rights under the Original CRA Agreement to MREIC Monroe OH, LLC and MREIC Monroe, OH, LLC assumed all of the obligations of the Original Developer under the Original CRA Agreement (the “Original Assignment”); and

WHEREAS, as a result of that Certificate of Conversion made by MREIC Monroe OH, LLC on April 20, 2023 and filed with the Ohio Secretary of State as Document No. 202311401564 effective April 21, 2023, MREIC Monroe OH, LLC approved its conversion into the Developer such that MREIC Monroe OH, LLC was converted into and became the Developer (the “Conversion”) as of April 20, 2023 (the “Conversion Date”); and

WHEREAS, as a result of the Conversion, the Original CRA Agreement, as assigned pursuant to the Original Assignment, no longer expressly included as a party an “owner” of the Project Site as required pursuant to Section 3735.671(A) of the Code; and

WHEREAS, it is the intention of the City and the Developer to amend and fully restate the Original CRA Agreement, as assigned pursuant to the Original Assignment, in conformance with the format required under Section 3735.671 of the Code in effect as of the date of execution of the Original CRA Agreement, all in order to document and confirm that the Developer assumed all rights and obligations of MREIC Monroe OH, LLC under the Original CRA Agreement in connection with the Conversion.

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

1. Notwithstanding anything to the contrary contained in the Original CRA Agreement or the Original Assignment, the parties hereto expressly agree that this Agreement shall amend, replace, and supersede the Original CRA Agreement and the Original Assignment in all respects from and after the Restatement Date and that the Original CRA Agreement and the Original Assignment shall have no legal effect from and after the Restatement Date.

2. Under Section 1 of the Original CRA Agreement, the Original Developer agreed to construct the Project as described in the recitals to the Original CRA Agreement and this Agreement on the Project Site. The Original Developer further agreed to invest an amount estimated at approximately thirteen million (\$13,000,000) for the costs of site development and construction of a new building (exclusive of any amounts for acquisition of machinery and equipment, furniture and fixtures, and inventory). The City and the Original Developer agreed that the estimates provided in Section 1 of the Original CRA Agreement were good faith estimates provided pursuant to Section 3735.671(B) of the Code and were not to be construed in a manner that would limit the amount or term of the tax exemption provided in the Original CRA Agreement. The parties recognize that the costs associated with the Project may have increased or decreased significantly. The parties also recognize that costs do not necessarily equal otherwise taxable

value. For the avoidance of doubt, the Developer confirms and agrees that, pursuant to the Conversion and this Agreement, it was and is bound by all of the Original Developer's obligations to construct and invest in the Project in accordance with Section 1 of the Original CRA Agreement to the extent such obligations remain otherwise outstanding as of the period from and after the Conversion Date.

3. The value for Ohio personal property tax purposes of the non-inventory personal property of 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 \$0.00. The value for Ohio personal property tax purposes of the non-inventory personal property of Developer located at the Project Site prior to the execution of this Agreement is \$0.00. The average value for Ohio personal property tax purposes of the inventory of 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 \$0.00.

4. Under Section 3 of the Original CRA Agreement, the Original Developer agreed that it intended to commence construction of the building shell portion of the Project on or about May 1, 2014 and that the scheduled estimated completion date for the building shell portion of the Project was no later than approximately June 1, 2015, and for the tenant improvement portion of the Project no later than August 1, 2015. The City and the Original Developer agreed the estimates provided in Section 3 of the Original CRA Agreement were good faith estimates provided pursuant to R.C. Section 3735.671(B) and would not be construed in a manner that would limit the amount or term of the tax exemption provided in the Original CRA Agreement or this Agreement. For the avoidance of doubt, the Developer confirms and agrees that, pursuant to the Conversion and this Agreement, it was and is bound by all of the Original Developer's obligations with respect to the estimates for commencement and completion of the construction of the Project in accordance with Section 3 of the Original CRA Agreement to the extent applicable to the period from and after the Conversion Date.

5. Under Section 4 of the Original CRA Agreement, the Original Developer estimated that there would be created at the Project Site, cumulatively, approximately 148 full-time permanent equivalent employee positions, 0 full time temporary equivalent employee positions, 0 part time permanent equivalent employee positions, and 0 part time temporary employee positions, with an aggregate annual payroll of approximately \$5,000,000. Hiring of such employees was estimated to commence on approximately January 1, 2015 and to continue incrementally over the succeeding 15 years. At the time of execution of the Original CRA Agreement there were 0 employees at the Project Site; therefore, no employee positions were retained in connection with the Project. At the time of execution of the Original CRA Agreement, the Original Developer had no employee positions in Ohio and neither did any potential operators of the Project who were to be identified from time to time by the Developer (although it was possible that one or more operators of the Project not yet then identified could have employee positions in Ohio). The City and the Original Developer agreed that such estimates provided in this Section 4 are good faith estimates provided pursuant to Section 3735.671(B) of the Code and shall not be construed in a manner that would limit the amount or term of the tax exemption provided in this Agreement. The parties 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 may be hired by one or more operators and not the Developer. For the avoidance of doubt, the Developer confirms and agrees that, pursuant to the Conversion and this Agreement, the Developer is bound by all of the Original Developer's obligations regarding the employee positions to be created at

the Project Site under Section 4 of the Original CRA Agreement, to the extent applicable to the period from and after the Conversion Date.

6. The City granted and hereby grants the Developer a tax exemption for real property improvements made to the Project Site pursuant to Section 3735.67 of the Code which shall be in the following amounts:

100% for 15 years.

The exemption commenced the first year for which the real property improvements with respect to the Project were first taxable but for such exemption from taxation. No such exemption is or was permitted to commence after the tax year ending December 31, 2016 nor is or was any such exemption permitted to extend beyond the tax year ending December 31, 2031. The Developer acknowledges that the tax exemption with respect to the Project was subject to the filing of a real property tax exemption application with the Housing Officer following the completion of construction of the Project. The City agrees that upon receipt of the real property tax exemption application, the Housing Officer certified the tax exemption to the County Auditor. For the avoidance of doubt, and notwithstanding the execution of this Agreement, the term of the exemption described by this Section 6 has continued and shall continue uninterrupted as if the Developer had been a signatory to the Original CRA Agreement and the Original Assignment.

7. The Developer has provided and shall continue to provide to the Tax Incentive Review Council of the City any information reasonably required by the council to evaluate the Developer's compliance with this Agreement, including returns filed pursuant to Section 5711.02 of the Code if requested by the Council.

8. Consistent with the provisions of the Development Agreement, the Council has waived and shall continue to waive the annual fee provided for in Section 3735.671 of the Code from and after the effective date of the Original CRA Agreement.

9. The Developer, if and for so long as it was or is the owner of the Project Site or any portion of the Project Site, has paid and shall continue to pay such real property taxes, if any, as are not exempted under this Agreement and are charged against the Project and the Project Site and has filed and shall file all tax reports and returns as required by law. If the Developer fails to pay such taxes or file such returns and reports, all incentives granted under this Agreement will be rescinded beginning with the year for which such taxes are charged or such reports or returns are required to be filed and thereafter.

10. The City shall perform such acts as are reasonably necessary to appropriate, effect, claim, reserve, and maintain exemptions from taxation granted under this Agreement including, without limitation, joining in the execution of all documentation and providing any necessary certificates required in connection with such exemptions.

11. If for any reason the Community Reinvestment Area designation expires, the Director of the Ohio Department of Development revokes certification of the Community Reinvestment Area, or the City revokes the designation of the Community Reinvestment Area, all entitlements granted under this Agreement shall continue for the number of years specified under this Agreement, unless the Developer materially fails to fulfill its obligations under this Agreement and the City terminates or modifies the exemptions from taxation granted under this Agreement.

12. If the Developer materially fails to fulfill its obligations under this Agreement, or if the City determines that the certification as to delinquent taxes required by this Agreement is fraudulent, the City, as its sole remedy, may terminate or modify the exemptions from taxation granted under this Agreement.

13. The Developer hereby certifies that, at the time this Agreement is executed, the Developer does not owe any delinquent real or tangible personal property taxes to any taxing authority of the State of Ohio, and does not owe delinquent taxes for which the Developer is liable under Chapter 5733, 5735, 5739, 5741, 5743, 5747, or 5753 of the Code, or, if such delinquent taxes are owed, the Developer currently is paying the delinquent taxes pursuant to an undertaking enforceable by the State of Ohio or an agent or instrumentality thereof, has filed a petition in bankruptcy under 11 U.S.C.A. 101, et seq., or such a petition has been filed against the Developer. For the purposes of the certification, delinquent taxes are taxes that remain unpaid on the latest day prescribed for payment without penalty under the chapter of the Code governing payment of those taxes.

14. The Developer and the City acknowledge that the Developer is a "Permitted Transferee" pursuant to a conversion under Section 16 of the Original CRA Agreement and that the City has approved this Agreement pursuant to Section 18 of the Original CRA Agreement regarding amendments to reflect the exact legal and financing structure associated with the Project.

15. Exemptions from taxation granted under this Agreement shall be revoked if it is determined that the Developer, any successor property owner, or any related member (as those terms are defined in Section 3735.671 of the Code) has violated the prohibition against entering into this Agreement under Division (E) of Section 3735.671 of the Code prior to the time prescribed by that division or either of those sections.

16. The Developer affirmatively covenants that it has not knowingly made any materially false statements to the State or local political subdivisions in the process of obtaining approval of the Community Reinvestment Area incentives authorized by this Agreement. If any representative of the Developer has knowingly made a materially false statement to the State or local political subdivision to obtain the Community Reinvestment Area incentives, the Developer shall be required to immediately return all benefits received under this Agreement pursuant to ORC Section 9.66(C)(2) and shall be ineligible for any future economic development assistance from the State, any state agency or a political subdivision pursuant to ORC 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 ORC Section 2921.12(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 months.

17. Except as provided below, this Agreement and the benefits and obligations hereof are not transferable or assignable without the express, written approval of the City, not to be unreasonably withheld. The City Manager may, in his or her discretion, approve the transfer or assignment of this Agreement and the benefits and obligations hereof from the Developer to a Transferee (as defined herein), subject to compliance with the procedure stated below in this Section. If Transferee is a Permitted Transferee (as defined herein), the City Manager hereby does approve, and the Developer shall not need further consent by the City with respect to, the transfer or assignment of this Agreement and the benefits and obligations hereof to a Permitted Transferee.

"Transferee," as used herein, is defined as each person or entity, except the Developer, which is a legal successor in interest to all or any part of the Project or the Project Site (the "Transferred Property") whether by sale, grant, or other means of transfer of interest, including but not limited to the formation of subsidiaries, affiliates, joint ventures, successor entities, or other arrangements used to carry out the terms of this Agreement (each a "Successor").

"Permitted Transferee," as used herein, is defined as (a) any entity in which the Developer directly or indirectly holds an ownership interest; (b) successor entities to the Developer where the Developer had ownership as described in (a) and where there remains at least one other party with an ownership interest; and (c) entities resulting from a consolidation, conversion, acquisition or merger of the Developer.

Provided, however, that as a condition to the right to receive tax exemptions as set forth in this Agreement, each Transferee shall execute and deliver to the City an Assignment and Assumption Agreement in form and content reasonably satisfactory to the City, wherein such Transferee:

- (a) assumes all obligations of the Developer under this Agreement with respect to the Transferred Property, whether the Transferee received the Transferred Property directly from the Developer or a Successor, and
- (b) certifies to the validity, as to the Transferee and the Transferred Property, of the representations, warranties, and covenants contained herein and in the Assignment and Assumption Agreement

It is acknowledged and agreed by the City that the form of Assignment and Assumption Agreement attached hereto as Exhibit E shall be deemed satisfactory to, and approved by, the City.

Upon approval by the City of such Assignment and Assumption Agreement, as to the Transferred Property, the approved 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 Transferee had been the original Developer and a signatory to this Agreement. The City agrees to execute each such Assignment and Assumption Agreement and to deliver an original thereof to the Transferee (but execution of such Assignment and Assumption Agreement by the City will not be a condition to the effectiveness thereof, with respect to an assignment to a Permitted Assignee).

The Transferee or Permitted Transferee shall pay to the City's special legal counsel, Bricker Graydon LLP, its reasonable fees and expenses for its costs in connection with any such Assignment and Assumption Agreement. The payment shall be due within five (5) business days after complete execution and delivery by the City of any such Assignment and Assumption Agreement.

18. The City hereby approves the lease (and further sub-leasing) of all or part of the Project to one or more parties (including, without limitation, one or more operators) without any further legal documentation or approval, except as may be required by Section 3735.673 of the Code. If any operator relocates or intends to relocate part or all of its operations from another county or municipal corporation in this State to the Project Site and is entitled to the benefits of this Agreement, said

operator or Developer shall comply with the notice provisions of Section 3735.673 of the Code by providing notice to the legislative authority of the county or municipal corporation from which the operator intends to relocate. A copy of such notice shall also be sent to the City and the City shall serve such notice on the Director of Development of the State, as required by Section 3735.673 of the Code.

19. If, notwithstanding Section 17 of this Agreement, it becomes necessary to modify the terms of this Agreement to reflect the exact legal and financing structure used by the Developer in developing, equipping, and operating the Project, Developer shall request an amendment to this Agreement, which the City shall consider in a timely fashion.

20. The Developer shall pay to the City's legal counsel, Bricker Graydon LLP all costs of preparing all documentation associated with this Agreement. The payment shall be due within five (5) business days after complete execution and delivery of this Agreement.

21. By executing this Agreement, the Developer commits to following non-discriminatory hiring practices, acknowledging that no individual may be denied employment solely on the basis of race, religion, sex, disability, color, national origin, or ancestry.

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

23. From and after the Restatement Date, this Agreement shall constitute the entire agreement between the City and the Developer pertaining to the subject matter contained herein and supersedes all other prior or contemporaneous agreements or understandings between the City and the Developer in connection with such subject matter.

[Balance of Page Intentionally Omitted]

IN WITNESS WHEREOF, the City of Monroe, Ohio, pursuant to Emergency Resolution 2007-16 of the Council of the City of Monroe, Ohio, and Mountain Monroe OH LLC have caused this instrument to be executed on this [] day of [], 2025.

CITY OF MONROE, OHIO ,
an Ohio municipal corporation

MOUNTAIN MONROE OH LLC,
a Delaware limited liability company

By _____
Larry Lester
City Manager

By Yael Duffy
Yael Duffy
Authorized Person

Sworn to and subscribed in my presence
by
Larry Lester, City Manager of the City of
Monroe, Ohio this [] day of [],
2025.

Sworn to and subscribed in my presence
by
Yael Duffy, Authorized Person of
Mountain Monroe OH LLC this 31st day
of march 2025.

Notary Public

Amanda Mahan
Notary Public Amanda Mahan

Approved as to Form:

K. Phillip Callahan, Law Director

Exhibit A—Development Agreement
Exhibit B—Project Site
Exhibit C—Legal Description
Exhibit D—Application
Exhibit E—Assignment and Assumption



THIS INSTRUMENT PREPARED BY: The City of Monroe, 233 South Main Street, P.O. Box 330, Monroe, Ohio 45050. 513-539-7374.

Exhibit A

Development Agreement

See Attached

28
236 Monroe

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (the "Agreement") is entered into as of this day of July 31, 2007 by and between the **CITY OF MONROE**, an Ohio municipal corporation having an address for purposes hereof at 233 South Main Street, Monroe, Ohio 45050 (hereinafter referred to as the "City"), and **VH MONROE, LLC**, an Ohio limited liability company having an address for purposes hereof at 5027 Madison Road, Suite 200, Cincinnati, Ohio 45227 (hereinafter referred to as the "Developer"), under the following circumstances:

A. The Developer is exploring the development of an industrial park currently referred to as the "Corridor 75 Park" (the "Project") within the municipal corporate boundaries of the City and upon approximately 429 acres of real property located at the southeast quadrant of the Interstate 75 - State Route 63 interchange (Exit 29) and more particularly described in Exhibit A, attached hereto and made a part hereof (the "Project Site"). The proposed preliminary plat for the Project (the "Preliminary Plat") is attached hereto as Exhibit B.

B. In connection with the acquisition and development of the Project Site from the current owner of the Project Site, Corridor 75 Park, Ltd. (the "Declarant"), the Declarant will make a Declaration of Covenants, Conditions and Restrictions (the "Declaration") for the benefit of the Developer and the City (the form of which is attached hereto as Exhibit C), which Declaration shall be recorded with respect to the Project Site.

C. Certain infrastructure improvements at, around and in support of the Project Site are necessary in order to ensure the success of the Project, including, without limitation, the construction of certain public improvements described and depicted in Exhibit D, attached hereto and made a part hereof (hereinafter referred to collectively as the "Public Infrastructure").

D. The City intends that the Public Infrastructure be constructed by the Developer.

E. The City believes that the construction of the Public Infrastructure, the establishment of jobs at the Project Site, and the mutual fulfillment of this Agreement, are all in the vital and best interests of the City and the health, safety, and welfare of its residents, and in accordance with the public purposes and provisions of applicable federal, state, and local laws and regulations.

F. In order to create an incentive for the Developer to undertake the Project, the City has determined that it is necessary to create a post-94 Community Reinvestment Area ("CRA") over a portion of the City including the Project Site and extend a 15-year, 100% real property tax exemption for the Project in the manner described in this Agreement.

G. The City has, by Ordinance No. 2004-26, duly adopted by City Council for the City on August 10, 2004, established a tax increments financing ("TIF") program with respect to certain real property, a portion of which is comprised of the Project Site, and has determined to use the TIF, in the manner described in this Agreement and subject to the CRA that will be in priority over the TIF, to fund a portion of the costs of the Public Infrastructure.

BOOK 4515 PAGE 545

H. Council of the City, by Ordinance No. 2007-16, duly passed on, June 26, 2007 (the "Implementing Ordinance"), has authorized the City Manager to enter into this Agreement with the Developer for the development of the Project and construction and financing of the Public Infrastructure.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and promises herein contained, the sufficiency of which are acknowledged by the parties hereto, the City and the Developer hereby agree as follows:

1. Description of Project and Other Improvements. All improvements to be constructed or rehabilitated as part of the Project are referred to collectively herein as the "Improvements". The Developer shall construct or cause to be constructed the Public Infrastructure as mutually agreed upon by the City and the Developer; provided that the TIF is implemented in the manner described in this Agreement and provided, further, that under no circumstances shall the City be required to own or maintain any storm water detention facilities as a part of the project.

(a) Contingencies. The Developer's obligation to purchase such property and to otherwise perform the obligations under this Agreement shall be expressly contingent upon the following (provided that, except as otherwise provided in this Agreement, nothing contained in Section 1(a) shall require the City to take any action):

(1) The Developer shall obtain zoning approvals or consents from all governmental and quasi-governmental agencies having jurisdiction over the Project Site.

(2) The Developer shall be satisfied that the existing utility lines and easements will not interfere with, and the existing laws, ordinances, regulations, and guidelines of any governmental or municipal authority having jurisdiction over the Property will not interfere with, the Developer's proposed development of the Project.

(3) There are or will be available for use to the boundary of the Project Site necessary sewer lines which are connected to the Butler County treatment system providing sewer service to the Project Site and water lines which are connected to the water service that provides water to the City, such lines and service to be of sufficient size, capacity and pressure to adequately and sufficiently service the Project Site for the Developer's proposed development.

(4) The Project Site shall have full, free and adequate access for the purposes of the development to and from publicly dedicated roads or highways, particularly, access to SR 63 through properties adjacent to the Project Site and the Butler County and Warren County connection as agreed and entered into between Developer, Owner, and the City of Monroe.

(5) The Developer shall determine to its satisfaction and at its own expense that there are not located anywhere on the Project Site underground

streams, springs, hidden water, soil conditions or filled ground that would in any way inhibit or restrict the Developer's ability to construct any buildings or other improvements associated with the Developer's proposed use of the Project Site as provided herein.

(6) By no later than June 30, 2007, the City (both the Planning Commission and the City Council) shall have taken all necessary steps to approve the Preliminary Plat for the Project with respect to the location of wellheads on or near the Project Site and shall have approved the Project as permitted uses under the City's Planning and Zoning Code with respect to both the Wellhead Protection Area Buffer Zone Overlay District and the Delineated Wellhead Protection Area Overlay District.

(7) By no later than July 16, 2007 (unless the Developer agrees, in writing, to an extension of such date), the Board of Education of the Monroe Local School District (the "School District") shall have approved the CRA and TIF programs structured in the manner described in this Agreement. The School District shall not receive any compensation with respect to the CRA, and the School District compensation payment with respect to the TIF shall be 40% of the Service Payments actually paid with respect to the Project Site.

(8) By no later than September 30, 2007 (unless the Developer agrees, in writing, to an extension of such date): (a) the City shall have taken all necessary steps to establish a post-1994 CRA that includes the Project Site; (b) the State of Ohio shall have approved the creation of the CRA; (c) the City and the Developer shall have entered into a Community Reinvestment Area Agreement with respect to the Project Site under the terms described in this Agreement; (d) the City shall have taken all necessary steps to either amend the existing TIF or overlay a new TIF with respect to the Project Site, and the City shall determine which approach to utilize by analyzing which approach generates the maximum amount of Service Payments (as defined hereinbelow); (e) the City and the Developer shall have entered into a Tax Increment Financing Agreement (as defined hereinbelow) pursuant to which the owner of the Project Site will make Service Payments with respect to the Project Site; (f) the City shall have accepted a petition for special assessment providing for the levy and collection of special assessments with respect to the Project Site in the manner described in this Agreement; (g) the City, a Bonding Agency, and the Developer shall have entered into a preliminary term sheet describing the financing structure for the Bonds (as defined hereinbelow).

In the event that the contingencies set forth above have not been obtained to the Developer's satisfaction, or waived by the Developer, by July 15, 2008, the Developer shall have the option to terminate this Agreement. In the event that the Developer elects to terminate, this Agreement shall be null and void and the parties hereto shall be released from all obligations hereof. The City shall have no obligation to perform any actions, including the expenditure of City funds (except typical costs associated with its normal municipal function), to correct any problems with the contingencies to the satisfaction of the Developer.

If the Developer has not purchased the Project Site by July 15, 2008, then this Agreement shall terminate and be of no further force and effect.

(b) City Covenants and Representations. The City covenants and represents to the Developer as follows:

(1) Within sixty (60) days following completion of construction of a temporary paved access road from SR 63 to Union Road, built to City specifications, the City agrees to close the portion of Union Road from the point at which Union Road crosses the northerly boundary line of the Project Site south to the easterly boundary line of the Project Site and vacate to the Developer the easement for such portion of Union Road.

(2) The parties agree that certain sign code variances may be required for the construction of the proposed permanent identification signs for the Project Site. Upon a favorable recommendation from the Monroe Planning Commission, the City Manager and / or the City Development Director shall issue a favorable recommendation to the Monroe Board of Zoning Appeals for any necessary sign code variances request applications submitted by the Developer.

(3) Neither the entering into this Agreement nor the performance thereof will constitute a violation or breach by the City of any contract, agreement, understanding or instrument to which the City is a party or by which the City is subject or bound, of any judgment, order, writ, injunction or decree issued against or imposed upon them, or will result in the violation of any applicable law, order, rule or regulation of any governmental or quasi-governmental authority;

(4) There is no pending litigation, investigation or claim which affects or which might affect the City's performance of this Agreement and to the best of the City's knowledge, there is no threatened litigation, investigation or claim that affects or that might affect the City's performance of this Agreement;

(5) Except for actions contemplated by this Agreement, as of the date of the execution of this Agreement, the City has no information or knowledge of any change contemplated in the applicable laws, ordinances or restrictions or any judicial or administrative action that would prevent, limit, impede or render more costly the Developer's undertaking of the Project;

(6) The representations and agreements of the City made in this Agreement shall be deemed to apply as of the date of the execution of this Agreement and shall be construed as continuing representations and agreements and such representations made by the City are made with the knowledge and expectation that notwithstanding any investigation conducted by or on behalf of the Developer (except as expressly stated in this Agreement), the Developer is

placing complete reliance thereon and that such representations are to be treated as material to the Developer in entering into this Agreement and the City further represents that no representation set forth in this Agreement contains any untrue statement of material fact or omits to state a material fact necessary in order to make the statement contained herein not materially misleading or not misleading in light of circumstances under which they are made; and

(c) Developer Covenants and Representations. The Developer covenants and represents to the City as follows:

(1) The Developer intends to develop an industrial park on the Project Site. The proposed Preliminary Plat is attached hereto as Exhibit B (the modification of which may be approved by the Monroe Planning Commission by amending the Preliminary Plat). Buildings constructed on the Project Site shall be of the general character as shown in the pictures in Exhibit E, attached hereto and made a part hereof. The Developer covenant that not more than three of the buildings constructed on the Project Site shall be smaller than 150,000 square feet.

(2) The Developer and all subsequent users of the Project Site shall comply with the regulations and provisions set forth in Monroe Zoning Code Chapter 1262 "Delineated Wellhead Area Overlay District Regulation" and Chapter 1263 "Wellhead Protection Area Buffer Zone Overlay District Regulations" (effective November 10, 1998). The Developer and all subsequent users of the Project Site shall also comply with any applicable Federal, State and local regulations in addition to any of the requirements set forth in Monroe Zoning Code Chapters 1262 and 1263.

(3) Before Union Road is closed, the Developer shall provide, or cause to be provided, a temporary access road connecting SR 63 and Union Road as described in Section 1(b)(1) above.

(4) Neither the entering into this Agreement nor the performance thereof will constitute a violation or breach by the Developer of any contract, agreement, understanding or instrument to which the Developer is a party or by which the Developer is subject or bound, of any judgment, order, writ, injunction or decree issued against or imposed upon them, or will result in the violation of any applicable law, order, rule or regulation of any governmental or quasi-governmental authority;

(5) There is no pending litigation, investigation or claim which affects or which might affect the Developer's performance of this Agreement and to the best of the Developer's knowledge, there is no threatened litigation, investigation or claim that affects or that might affect the Developer's performance of this Agreement; and

(6) The representations and agreements of the Developer made in this Agreement shall be deemed to apply as of the date of the execution of this Agreement and shall be construed as continuing representations and agreements and such representations made by the Developer are made with the knowledge and expectation that notwithstanding any investigation conducted by or on behalf of the City (except as expressly stated in this Agreement), the City is placing complete reliance thereon and that such representations are to be treated as material to the City entering into this Agreement and the Developer further represents that no representation set forth in this Agreement contains any untrue statement of material fact or omits to state a material fact necessary in order to make the statement contained herein not materially misleading or not misleading in light of circumstances under which they are made.

2. Community Reinvestment Area. The City represents that the Project Site is located within the boundaries of a Community Reinvestment Area that was in existence on July 1, 1994 and has been amended twice since that date. The City shall create a new CRA covering the Project Site, which CRA shall be governed by the provisions of the Ohio Revised Code applicable to Community Reinvestment Areas created after July 1, 1994. Following the approval of the CRA by the State of Ohio Department of Development and subject to approval by the School District, the City shall pass an ordinance authorizing a 15-year, 100% real property tax exemption for the buildings constructed on the Project Site upon the terms specified hereinbelow, and the Developer and the City shall enter into a Community Reinvestment Area Agreement (the "CRA Agreement") in the form prescribed by the Ohio Revised Code and for which a sample agreement is provided by the Ohio Department of Development, with the additional provisions and stipulations described in this Agreement. The CRA Agreement shall provide for a 15-year, 100% exemption on each building constructed on the Project Site, commencing with respect to each such building in the first year following the receipt of a certificate of occupancy with respect to such building. The CRA Agreement shall also provide for the granting of the CRA exemption for "spec" buildings on the Project Site, subject to the terms of this Agreement. The City and the Developer acknowledge and agree that the CRA exemption will be in priority with respect to the TIF exemption described in Section 3 hereof which means that, during the term of the CRA exemption, the Service Payments will be reduced by the value of the CRA exemption. The City agrees to execute all documents and enter into any agreements that may be necessary to establish and maintain the CRA exemption with respect to the Project Site and the Project.

In connection with the granting of the CRA exemption, the Developer agrees, represents and covenants as follows:

(a) Within thirty (30) days following the Developer's closing on the purchase of the Project Site, the Developer shall pay to the City the amount of \$250,000, which shall be deposited into the City's General Fund and used for any lawful purpose;

(b) During the term of the Agreement:

(i) By the end of the fourth (4th) year following the City's acceptance and recording of the final plat for phase one of the Project and the dedication of the Public Infrastructure associated with phase one, there shall have been created not less than \$12.5 million of annualized payroll with respect to businesses located on the Project Site. If the above payroll target is not met (as determined based on the City audited annual wage reconciliation [Form W-3] for such year for each employer within Project Site, which is normally available by April 30 of the succeeding year), then the CRA exemption for buildings not yet constructed shall be terminated unless the Developer pays to the City, within sixty (60) days following notice by the City, accompanied by supporting documentation, that the payroll target has not been met, an amount equal to twice the difference between the annual City payroll taxes (based on a 1½% payroll tax) that would be payable with respect to \$12.5 million of payroll and the actual payroll taxes paid in that year with respect to businesses located on the Project Site;

(ii) By the end of the sixth (6th) year following the City's acceptance and recording of the final plat for phase one of the Project and the dedication of the Public Infrastructure associated with phase one, there shall have been created not less than \$22.5 million of annualized payroll with respect to businesses located on the Project Site. If the above payroll target is not met (as determined based on the Form W-3 for such year for each employer within Project Site, which is normally available by April 30 of the succeeding year), then the CRA exemption for buildings not yet constructed shall be terminated unless the Developer pays to the City, within sixty (60) days following notice by the City, accompanied by supporting documentation, that the payroll target has not been met, an amount equal to twice the difference between the annual City payroll taxes (based on a 1½% payroll tax) that would be payable with respect to \$22.5 million of payroll and the actual payroll taxes paid in that year with respect to businesses located on the Project Site; and

(iii) By the end of the eighth (8th) year following the City's acceptance and recording of the final plat for phase one of the Project and the dedication of the Public Infrastructure associated with phase one, there shall have been constructed at least 4.2 million square feet of space and there shall have been created not less than \$32.5 million of annualized payroll with respect to businesses located on the Project Site. If the above square footage and payroll targets are not met (with respect to the payroll target, as determined based on the Form W-3 for such year for each employer within Project Site, which is normally available by April 30 of the succeeding year), then the CRA exemption for buildings not yet constructed shall be terminated unless the City and the Developer reach a written agreement to continue the CRA exemption. If the above square footage and payroll targets are met, then the full benefit of the CRA exemption shall be available for any building constructed on the Project Site before the end of the twelfth (12th) year

following the City's acceptance and recording of the final plat for phase one of the Project and the dedication of the Public Infrastructure associated with phase one.

For purposes of calculating whether the Project has met the payroll targets described above: (a) the annual payroll created by each employer within the Project Site shall be computed individually and the sum of all individual calculations shall be the "Annual Created Payroll of the Project;" and (b) payroll created by an employer that has relocated to the Project Site from another location in the City shall not be considered unless that City determines that the circumstances related to such employer's relocation to the Project Site warrant the inclusion of such payroll in the calculation. Each employer's annual payroll will be allocated based on its Form W-3 for the tax year that includes year 4, year 6 and year 8 as specified above.

The allocation formula shall be as follows:

Form W-3, Line 15 (Monroe Qualifying Wages) divided by the total months submitted (Lines 1 through 12) multiplied by 12

3. Tax Increment Financing. Subject to approval by the School District (which approval shall be conditioned upon a compensation payment to the School District in an amount not greater than 40% of the Service Payments actually paid with respect to the Project Site) within thirty (30) days following the execution of this Agreement, (a) the City shall prepare and submit to City Council for consideration an ordinance implementing a 30-year, 100% tax increment financing ("TIF") program with respect to the Project Site, and (b) following the authorizations described in subclause (a) above, the parties shall enter into an agreement (the "TIF Agreement") with respect to the Project Site providing, among other things, for the owners of the Project Site to make service payments in lieu of taxes ("Service Payments"). The parties acknowledge that the TIF exemption for the Project Site shall not occur until the State of Ohio Department of Taxation has issued a final determination with respect to the Project Site in accordance with Section 5715.27, Ohio Revised Code. In addition, the City shall either (A) remove the Project Site from the existing TIF that currently covers the Project Site, or (B) overlay the new TIF over the existing TIF, the goal being to maximize the amount of Service Payments generated from the Project Site. The implementation of the TIF Agreement is intended to provide for the costs of the Public Infrastructure, as set forth in Section 3 hereof, to be completed to benefit the Project; provided that nothing contained in this Agreement shall be construed to require the City to allocate Service Payment to any of the costs of Public Infrastructure for which state law prohibits. The TIF may be structured as a "rolling" TIF commencing separately with respect the various parcels developing within the Project Site, in order to maximize the 30-year period of the TIF exemption for each parcel.

The City agrees that the use of TIF proceeds in connection with the Public Infrastructure is in the best interests of the City. The Developer, once it is the owner of the Project Site, will enter into the TIF Agreement with the City. The TIF Agreement shall not require the Developer to make any compensation payments to the School District.

The parties acknowledge that the provisions of O.R.C. Section 5709.91, which specify that the Service Payments shall be treated in the same manner as taxes for all purposes of the lien

described in O.R.C. Section 323.11, including but not limited to, the priority of the lien and the collection of Service Payments, shall apply to the TIF Agreement and shall be so reflected therein. The City and the Developer shall perform such acts as are reasonably necessary or appropriate to affect, claim, preserve, and maintain the exemptions from taxation granted under this Agreement and the TIF Agreement including, without limitation, joining in the execution of all documentation and providing any necessary certificates required in connection with such exemptions.

The TIF Agreement shall further require the Developer to prepare, execute, and file within the time periods set forth in the Ohio Revised Code such applications, documents, and other information with appropriate officials of the State, the City, or other public body as may be required to effect the exemption from real property taxation described in O.R.C. Section 5709.40 with respect to its portion of the Project Site. The TIF Agreement shall further require the Developer to cause exemption applications to be prepared and filed with respect to the Project Site in accordance with Section 5715.27, Ohio Revised Code. The City shall cooperate in such preparation and filing by the Developer, including, without limitation, executing such applications and documents as may be appropriate in assisting the Developer in obtaining such exemption.

After the TIF exemption has been approved, the Developer shall cause notice of the TIF and its obligations under the TIF Agreement to be recorded and prepared in accordance with the provisions of Ohio Revised Code Section 5709.911(C)(1), at the County Recorder of Warren County, Ohio.

4. Use of Service Payments. The TIF Agreement shall provide that Service Payments received from the Project Site shall be available to pay for all or a portion of the costs of the Public Infrastructure and, specifically, to pay debt service charges on Bonds (as defined in Section 6 hereof) issued to finance the Public Infrastructure, including costs of issuance of the Bonds. The TIF Agreement shall further provide that the Service Payments shall be used, first, to make the required payments to the School District, pursuant to the agreement between the City and the board of education of the School District (in an amount not greater than 40% of the Service Payments actually paid with respect to the Project Site), second, be used to pay debt service charges on the Bonds described herein in accordance with the terms of those Bonds, and third, to be used by the City to fund infrastructure improvements permitted by the TIF ordinance and Ohio law.

5. Special Assessments. In order to provide further security for the Bonds, the Developer shall petition the City for the imposition of a special assessment program with respect to the Project Site (the "Special Assessments"), which Special Assessments shall be imposed annually in an amount equal to the difference between the annual debt service charges on the Bonds and the amount of the Service Payments collected in that year. The City agrees to cooperate with the Developer to implement the Special Assessments program. The Special Assessments shall only be effective if the Bonds are issued.

6. Bonds. The City agrees to take all necessary steps to facilitate the financing of the Public Infrastructure, including entering into a cooperative agreement with another governmental

agency (the "Bonding Agency") as mutually agreed to by the City and the Developer. Subject to approval of the issuance of bonds or other obligations (the "Bonds") by the Bonding Agency, the Bonding Agency will issue the Bonds (in multiple series as necessary to phase the Public Infrastructure as indicated on the attached Exhibit D in coordination with the Project) to finance the Public Infrastructure, and the provision for payment of such Bonds from the Service Payments and, to the extent necessary, the Special Assessment; provided, however, that nothing contained in this Agreement shall require the City to issue its bonds to finance the Public Infrastructure and none of the obligations of the City under this Agreement shall constitute a general obligation, debt or bonded indebtedness of the City; and provided further, that nothing contained in this Section shall be construed as requiring the City or the Bonding Agency to finance Public Infrastructure that are not authorized by state law or would adversely affect the exclusion from gross income for federal tax purposes of interest on the Bonds. Subject to approval by the Bonding Agency and by bond counsel for the Bonding Agency, the principal amount of the Bonds shall be an amount not greater than the amount necessary to generate \$14,000,000 of project costs of the Public Infrastructure as identified on Exhibit D hereto (not including capitalized interest, reserve fund deposits, and costs of issuance of the Bonds), or such lesser amount of Bonds as determined by the Bonding Agency as can be secured by the Service Payments and Special Assessments. The City acknowledges that time is of the essence with respect to the financing of the Public Infrastructure, and the City agrees to use its best efforts to approve and facilitate the financing of the Public Infrastructure by no later than 45 days following the date that the Developer has purchased the Project Site.

7. Construction Standards. The Public Infrastructure contemplated by this Agreement shall be performed and completed by the Developer, its contractors and subcontractors, or any successors thereof, in a good and workmanlike manner using first-class materials in accordance with all applicable laws, ordinances, rules and regulations and related safety standards, including the specifications and standards of the City. Upon the commencement of any construction undertaken pursuant to this Agreement, the Developer must diligently pursue such construction to completion.

If at the time of the execution of this Agreement, the City and the Developer have not yet finalized plans for the Public Infrastructure, the City reserves the right to review and approve, in a timely fashion, the design and engineering of the Public Infrastructure for consistency with City standards and specifications prior to the issuance of permits. The City will not unreasonably withhold any approvals as part of the review process.

8. Prevailing Wages. In constructing the Public Infrastructure, the Developer agrees to pay, and cause its contractors and subcontractors to pay, State of Ohio prevailing wage rates and adhere to a Building Construction Classification Prevailing Wage Schedule that shall be determined in accordance with the laws and regulations of the State of Ohio. The City will provide the prevailing wage coordinator for the construction of the Public Infrastructure.

9. Community Impact Assessment: Waiver. The City currently imposes a community impact assessment, pursuant to Chapter 1284 of the Monroe Zoning Code, with respect to new development in the City. The City agrees to waive such assessment for any building constructed on the Project Site that is 150,000 square feet or larger.

10. Notices. Any notice or consent required or permitted to be given by or on behalf of either party to the other shall be given by mailing such notice or consent by United States certified or registered mail, postage prepaid and return receipt requested, or via a reputable express overnight mail service which provides proof of delivery addressed to the parties as set forth below or at such other address as may be specified from time to time in writing delivered to the other party. Notices shall be effective upon receipt or refusal, as the case may be.

If to the Developer: VH Monroe, LLC
5027 Madison Road, Suite 200
Cincinnati, OH 45227
Attn: J. Robert Smyjunas

If to the City: City of Monroe
P.O. Box 330
Monroe, Ohio 45050-0330
Attn: City Manager

11. Remedies.

(a) In General. Except as otherwise provided in this Agreement, in the event of any default in or breach of this Agreement by either party hereto, or any successor to such party, such party (or successor) shall, within 15 days of receipt of written notice from the other, proceed to cure or remedy such default or breach. In case such action is not taken or not diligently pursued, or the default or breach shall not be cured or remedied within a reasonable time, the aggrieved party may institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach, including, but not limited to, proceedings to compel specific performance by the party in default or breach of its obligations. All rights and remedies shall be cumulative and shall not be construed to exclude any other remedies allowed at law or in equity.

(b) Unforeseeable Delay. Neither party shall be considered in breach of its obligations under this Agreement due to unforeseeable causes beyond its reasonable control and without its fault or negligence, including, but not restricted to, acts of God, acts of the public enemy, acts of the Federal Government, orders of courts, acts of the other party, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather or delays of subcontractors due to such causes; it being the purpose and intent of this provision that in the event of the occurrence of any such unforeseeable delay, the time for performance of the obligations shall be extended for the period of the unforeseeable delay. The party seeking the benefit of the provisions of this subsection shall, within ten (10) calendar days after the beginning of any such unforeseeable delay, have first notified the other party thereof in writing, and of the cause or causes thereof, and requested an extension for the period of the unforeseeable delay. With respect to the Developer, delays or failures to perform due to lack of funds or the inability to procure labor or materials shall not be deemed unforeseeable delays beyond the reasonable control of the Developer.

12. Miscellaneous.

(a) Conflict of Interest: Representatives of the City Not Individually Liable. No official or employee of the City shall have any personal interest, direct or indirect, in this Agreement, nor shall any such official or employee participate in any decision relating to this Agreement which affects his or her personal interests or the interest of any corporation, partnership, or association in which he or she is, directly or indirectly, interested. No official or employee of the City shall be personally liable to the Developer, or any successor in interest, in the event of any default or breach by the City or for any amount or amounts which may become due to the Developer or any successor to the Developer or on any obligations under the terms and conditions of this Agreement.

(b) Severability. In the event that any portions, sections or subsections of this Agreement are rendered invalid by the decision of any court or by the enactment of any law, ordinance or regulation, such provision of this Agreement will be deemed to have never been included therein and the balance of the Agreement shall continue in full force and effect.

(c) Waiver. No consent or waiver, express or implied, by either party to or of any breach of any covenant, condition, or duty of the other party shall be construed as a consent or waiver to or of any other breach of the same or any other covenant, condition or duty to be observed by the other party.

(d) Authority. Each party to this Agreement hereby represents and warrants that it is executing this Agreement with the full and proper authority and that the parties whose names appear hereon are duly authorized and empowered to make and execute this Agreement.

(e) Assignment. This Agreement shall be binding on the parties hereto and their respective successors and assigns. Any assignment of this Agreement by the Developer, other than to an affiliate entity, shall be subject to the prior written consent of the City, which consent shall not be unreasonably withheld. Any such assignment may only be made to a person or entity financially capable of completing the Improvements described herein and shall expressly provide that the assignee shall comply with all the terms and requirements of this Agreement.

(f) Merger and Amendment. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the Project and the Project Site, the Improvements, and the Public Infrastructure to be completed thereon, and contains all of the covenants, agreements, and other terms and conditions between the parties hereto with respect to the same. No waivers, alterations or modifications of this Agreement or any agreements in connection therewith shall be valid unless in writing and duly executed by all parties hereto.

(g) Counterparts; Captions. This Agreement may be executed in counterpart, and in several counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same Agreement. Captions have been provided herein for convenience only and shall not affect the construction or interpretation of this Agreement.

(h) Governing Law. This Agreement shall be governed by the laws of the State of Ohio.

(i) Language. The language in all parts of this Agreement shall in all cases be construed as a whole according to its fair meaning and not strictly for nor against either the City or the Developer. Section headings in this Agreement are for convenience only and are not to be construed as a part of this Agreement or in any way defining, limiting, or amplifying the provisions hereof. The City and the Developer agree that in the event any term, covenant, or condition herein contained is held to be invalid or void by any court of competent jurisdiction, the invalidity of such term, covenant, or condition shall in no way affect any other term, covenant, or condition herein contained.

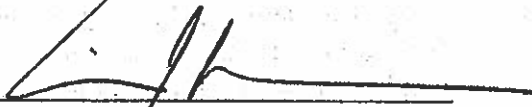
(j) Recording. This Agreement shall be placed of record in the real estate records of the Recorder of the County of Warren, Ohio

(k) Termination. This Agreement shall terminate on the date that is twelve (12) years after the date of the City's acceptance and recording of the final plat for phase one of the Project and the dedication of the Public Infrastructure associated with phase one.

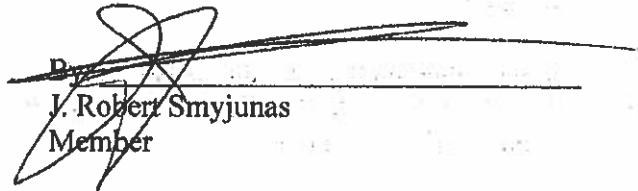
BOOK 4515 PAGE 557

The Developer has caused this Agreement to be duly executed by J. Robert Smyjunas, its Member, on the 30th day of July, 2007; and the City has caused this Agreement to be duly executed by William J. Brock, its City Manager, on the 31st day of July, 2007 as authorized by Ordinance No. 2007-16.

CITY OF MONROE, OHIO

By: 
William J. Brock, P.E.
City Manager

VH MONROE, LLC

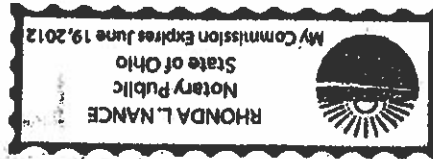
By: 
J. Robert Smyjunas
Member

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STATE OF OHIO

COUNTY OF Warren

SS:



The foregoing instrument was acknowledged before me this 30 day of July, 2007, by J. Robert Smyjunas, member of Vandercar Holdings, LLC, an Ohio limited liability company, on behalf of VH Monroe, LLC, an Ohio limited liability company.

Rhonda L. Nance
Notary Public

STATE OF OHIO

COUNTY OF BUTLER

SS:

The foregoing instrument was acknowledged before me this 31st day of July, 2007, by William J. Brock, City Manager of the City of Monroe, an Ohio municipal corporation, on behalf of the municipal corporation.



ANGELA S. WASSON, Notary Public
In and for the State of Ohio
My Commission Expires Sept. 4, 2007

Angela S. Wasson
Notary Public

This instrument prepared by City of Monroe, 233 South Main Street, P. O. Box 330, Monroe, Ohio 45050-0330
513-539-7374

BOOK 4515 PAGE 559

EXHIBIT A

DESCRIPTION OF PROJECT SITE

LEGAL DESCRIPTION
429.613 ACRES

Pr. 11-05-400-016

Survey Not
on file

(25)

Situated in Sections 4 & 5, Town 3 East, Range 3 North, City of Monroe, Turtlecreek Township, Warren County, Ohio and being part of an original 778.5945 acre parcel conveyed to Corridor 75 Park, Ltd. in O.R. 1226, Pg. 23 and being more particularly described as follows:

Beginning at a stone found at the southeast corner of Section 5 and the northeast corner of Section 4;

Thence along the southerly line of Section 5 and northerly line of Section 4 and the centerline of Union Road (30' R/W), N84°38'08"W a distance of 340.44 feet to a 5/8" iron pin found;

Thence along the centerline of Union Road, S06°08'12"W a distance of 2477.08 feet to a PK nail found in the centerline of Nickel Road (60' R/W);

Thence along the centerline of Nickel Road the following seven courses:

- 1.) N84°39'19"W a distance of 107.51 feet to a PK nail found;
- 2.) S75°42'32"W a distance of 157.66 feet to a Mag nail set;
- 3.) S82°07'59"W a distance of 114.38 feet to a PK nail found;
- 4.) N87°02'16"W a distance of 129.57 feet to a PK nail found;
- 5.) N77°28'21"W a distance of 256.94 feet to a PK nail found;
- 6.) N80°55'25"W a distance of 156.60 feet to a PK nail found;
- 7.) N84°15'16"W a distance of 962.82 feet to a railroad spike found;

Thence along a westerly line of the above referenced 778.5945 acre parcel and an easterly line of a 212.0746 acre parcel conveyed to Marilyn Shipe in O.R. 3365, Pg. 739, N05°54'25"E a distance of 2513.06 feet to a 1" iron bar found in the southerly line of Section 5 and northerly line of Section 4;

Thence along the southerly line of Section 5 and northerly line of Section 4 the following three courses:

- 1.) N84°38'08"W a distance of 491.07 feet to a concrete monument found;
- 2.) N84°38'20"W a distance of 1335.85 feet to a concrete monument found;
- 3.) N83°56'11"W a distance of 367.96 feet to a 5/8" iron pin set;

Thence along new division lines through said 778.5945 acre parcel the following twelve courses:

- 1.) N16°33'11"W a distance of 275.70 feet to a 5/8" iron pin set;
- 2.) N35°06'00"E a distance of 417.58 feet to a 5/8" iron pin set;
- 3.) N72°00'00"W a distance of 165.00 feet to a 5/8" iron pin set;
- 4.) N13°12'10"E a distance of 1184.16 feet to a 5/8" iron pin set;
- 5.) S81°49'19"E a distance of 795.94 feet to a 5/8" iron pin set;

- 6.) N44°37'10"E a distance of 994.00 feet to a 5/8" iron pin set;
- 7.) S60°00'00"E a distance of 205.00 feet to a 5/8" iron pin set;
- 8.) N02°27'00"E a distance of 190.00 feet to a 5/8" iron pin set;
- 9.) N71°34'00"E a distance of 255.00 feet to a 5/8" iron pin set;
- 10.) N10°55'00"W a distance of 269.45 feet to a 5/8" iron pin set;
- 11.) N49°54'58"E a distance of 522.82 feet to a 5/8" iron pin set;
- 12.) N60°57'45"E a distance of 2088.47 feet to a 5/8" iron pin set in the westerly right of way line of the Indiana & Ohio Railroad Company as recorded in O.R. 374, Pg. 72;

Thence along the westerly right of way line of the Indiana & Ohio Railroad, S41°46'29"E a distance of 672.31 feet to a 1" iron pin found in the easterly line of Section 5;

Thence along the easterly line of Section 5, S05°47'37"W a distance of 434.32 feet to a concrete monument found in the centerline of Union Road;

Thence continuing along the centerline of Union Road, S05°47'15"W a distance of 1051.35 feet to a PK nail found;

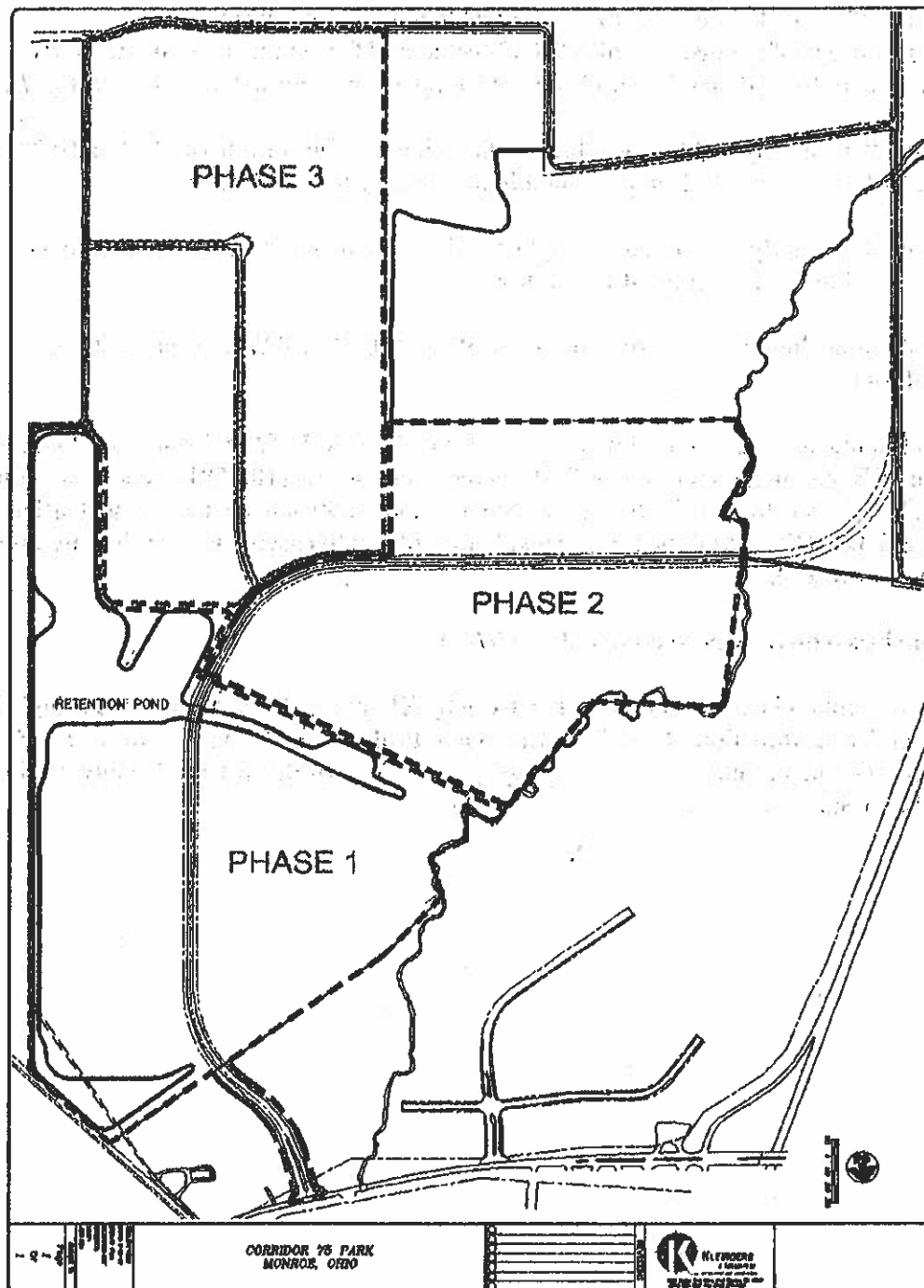
Thence continuing along the centerline of Union Road, S05°46'53"W a distance of 2638.09 feet to the Point of Beginning, containing 429.613 acres, more or less (108.581 acres in Section 4, of which 107.282 acres is located in the City of Monroe and 1.299 acres is located in Turtlecreek Township and 321.032 acres in Section 5) and being subject to easements, restrictions, and rights-of-way of record.

Bearings are based on Survey Record Volume 97-14

The above description is based upon a field survey by Kleingers & Associates, Inc., Engineers & Surveyors, under the direction of David L. Cox, Ohio Professional Surveyor No. 7101. Said survey is recorded in Volume _____ Page _____ of the Warren County Engineers Record of Land Surveys.

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PRELIMINARY PLAT



BOOK 4515 PAGE 562

B-1

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (the "Declaration") is made this ____ day of _____, 2007 by **VH MONROE, LLC**, an Ohio limited liability company ("Declarant").

A. Declarant is the owner of certain real property located in the City of Monroe, Warren County, Ohio and more particularly described in Exhibit A attached hereto and made a part hereof (the "Property").

B. Declarant desires that the Property shall be held, sold and conveyed subject to the covenants, conditions and restrictions contained herein.

C. Prior to the date hereof, the Declarant entered into that certain Development Agreement dated as of _____, 2007 by and between the City of Monroe, an Ohio municipal corporation (the "City") and the Declarant ("Development Agreement"). The terms of the Development Agreement require the Declarant to impose the restrictions on the ownership and development of the Property as provided in this Declaration for the benefit of the City.

NOW, THEREFORE, in consideration of the premises and for the purpose of enhancing and protecting the value, desirability and attractiveness of the Property, Declarant hereby declares that the Property shall be held, sold and conveyed subject to this Declaration.

SECTION 1.

DEFINITIONS

"Applicable Laws" means the statutes, laws, ordinances, rules, regulations, codes, common law, permits and orders of any governmental or quasi-governmental entity having jurisdiction over the Property.

"Owner" shall mean the fee simple owner of all or any portion of a Parcel.

"Parcel" shall mean that portion of the Property owned by an Owner, and its successors and assigns.

"Tenant" shall mean any person occupying any Parcel pursuant to a written or oral lease agreement with the Owner thereof or with any other person or entity claiming under the Owner.

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SECTION 2.

COVENANTS AND RESTRICTIONS OF USE AND OCCUPANCY

2.1 Prohibited Uses. The following operations and uses shall not be permitted on any Parcel subject to this Declaration:

- (a) Residential use of any type;
- (b) Trailer courts or recreation vehicle campgrounds;
- (c) Junk yards and wrecking yards;
- (d) Mining, drilling for, or removing oil, gas or other hydrocarbon substances;
- (e) Refining of petroleum or of its products;
- (f) Commercial excavation of building or construction materials, provided that this prohibition shall not be construed to prohibit any excavation necessary in the course of construction;
- (g) Distillation of bones;
- (h) Dumping, disposal, incineration, or reduction of garbage, sewage, offal, dead animals or other refuse;
- (i) Fat rendering;
- (j) Cemeteries;
- (k) Jail or honor farms;
- (l) Labor or migrant worker camps;
- (m) Automobile, go-cart, motorcycle, or quarter-midget race tracks or other race tracks;
- (n) Adult entertainment establishments, adult arcade, adult cabaret, adult book store, adult entertainment facility, adult theater, adult drive-in theater, adult mini motion picture theater, adult motion picture theater, adult motel, adult video store, nude model studio, sexually oriented business or any other commercial act involving nudity, semi-nudity or sexual orientation; and

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(o) Refueling truck stops.

2.2 Restrictions. No portion of property as described in Exhibit A (the "Restricted Area") shall be used for or permit the following uses:

(a) farming uses involving liquid manure and tilling methods not generally accepted as good farming practice in the geographic area of the Restricted Area;

(b) liquor store or other sale of alcoholic beverages, except for on-premises consumption as part of a permitted restaurant use and except for the ancillary sale of liquor, beer and wine pursuant to an otherwise permitted use hereunder;

(c) any vibration, noise, sound or other disturbance that is reasonably objectionable due to intermittence, beat, frequency, shrillness or loudness;

(d) any obnoxious emission of odors or of noxious, caustic or corrosive matters, whether toxic or non-toxic, gas, fumes or smoke, this will not preclude the use of any vehicles or methods of transportation;

(e) any litter, dust, dirt or fly ash in excessive quantities (except as necessary for typical grading purposes);

(f) any unusual firing, explosion or other damaging or dangerous hazard, including the storage, display or sale of explosives or fireworks;

(g) any recycling facility, truck terminal or petroleum stockyard;

(h) any auction, public sale or other auction house operation other than charitable sales by schools, churches or other charitable educational organizations, provided that the same are conducted in compliance with all governmental regulations;

(i) any raising, breeding, slaughtering or keeping animals or poultry of any kind, except for (i) a veterinary hospital or animal care center (provided there is no outdoor boarding of animals) and (ii) security watchdogs kept for security purposes;

(j) any free standing automobile body/fender repair shop, transmission shop, or similar free standing use; and

(k) any commercial laundry or dry cleaning plant, self-serve laundromat, self-serve car washing establishment, massage parlor, stand alone billiard establishment, night club (excluding venues run as family or adult

entertainment centers such as, for example, Dave & Busters), or dance club (excluding dance studios where teaching or recreational dancing is done).

2.3 No portion of the Parcel shall be developed with metal buildings; provided, however, that this provision is not intended to limit the use of metal as an architectural feature or detail of buildings within the Parcel (e.g., exterior building trim, etc.).

SECTION 3.

MISCELLANEOUS

3.1 City As Intended Beneficiary. Declarant hereby certifies that the City is an intended third party beneficiary of the terms and conditions of this Declaration and, as such, shall have all right and interest to enforce the terms and conditions hereof. As such, the City agrees that, upon not less than ten (10) business days prior written request, the City shall issue an estoppel certificate certifying that the Property is in compliance with the terms and conditions of this Declaration, and that the Declaration is in full force and effect without modification.

3.2 Duration. The restrictions set forth in this Declaration shall be covenants running with the land and shall bind the Property and every part thereof, and shall (regardless of whether any such beneficiary owns an interest in any Parcel) inure to the benefit of and be enforceable by, the Declarant, the City and each Owner and Tenant and their legal representatives, heirs, devisees, successors and assigns, and, except as otherwise provided herein, shall continue in full force and effect for twenty (20) years from the date on which this Declaration is first recorded in the Recorder's Office of Warren County, Ohio. Thereafter, except as otherwise provided herein, the restrictions contained in this Declaration shall be automatically renewed for successive ten-year periods unless amended or terminated as provided in this Section 3.

3.3 Amendment or Termination. Any provision of this Declaration may be amended in whole or in part or terminated by a recorded instrument approved by (i) the Owners of at least 75% of all Parcels, (ii) the Declarant and (iii) the City.

3.4 No Reverter. No covenant, condition, restriction or reservation or easement contained in this Declaration is intended to create, or shall be construed as creating, a condition subsequent or a possibility of reverter.

3.5 Invalidity. The determination by a court of competent jurisdiction that any provision of this Declaration is invalid for any reason shall not affect the validity of any other provision hereof.

3.6 Headings. The headings of the Sections are for convenience only and shall not affect the meaning or construction of the contents of this Declaration.

3.7 Gender. Throughout this Declaration, the masculine gender shall be deemed to include the feminine and neuter, and the singular the plural, and vice versa.

3.8 Conflict. In the event of a conflict between the restrictions set forth in this Declaration or any one or more of them and other private restrictions which may be recorded before or after this Declaration, the more restrictive restriction, covenant, condition, easement or other obligation shall control.

3.9 Covenants Running with Land. This Declaration and all amendments hereto (a) shall be, and shall be construed as, covenants running with the land, (b) shall be binding upon Declarant, any mortgagee, each Owner, each Tenant and all claiming under each Owner, or Tenant, and (c) shall (regardless of whether or not any such beneficiary owns an interest in any Parcel) inure to the benefit of and be enforceable by (i) Declarant; (ii) the City, and (iii) each Owner and all claiming under each Owner.

IN WITNESS WHEREOF, Declarant has caused this Declaration to be executed by its duly authorized officer as of the day and year first above written.

VH MONROE, LLC

By: _____
Printed Name: _____
Title: _____

STATE OF OHIO)
)SS:
COUNTY OF HAMILTON)

The foregoing Declaration was acknowledged before me this ____ day of _____, 2007 by _____, the _____ of VH Monroe, LLC, an Ohio limited liability company, on behalf of such company.

otary Public

y commission expires: _____

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EXHIBIT A

LEGAL DESCRIPTION 429.613 ACRES

Situated in Sections 4 & 5, Town 3 East, Range 3 North, Turtlecreek Township, Warren County, Ohio and being part of an original 778.5945 acre parcel conveyed to Corridor 75 Park, Ltd. in O.R. 1226, Pg. 23 and being more particularly described as follows:

Beginning at a stone found at the southeast corner of Section 5 and the northeast corner of Section 4;
Thence along the southerly line of Section 5 and northerly line of Section 4 and the centerline of Union Road (30' R/W), N84°38'08"W a distance of 340.44 feet to existing iron pin found;
Thence along the centerline of Union Road, S06°08'12"W a distance of 2477.08 feet to a PK nail found in the centerline of Nickel Road (60' R/W);

Thence along the centerline of Nickel Road the following seven courses:

- 1.) N84°39'19"W a distance of 107.51 feet to a railroad spike set;
 - 2.) S75°42'32"W a distance of 157.66 feet to a railroad spike set;
 - 3.) S82°07'59"W a distance of 114.38 feet to a railroad spike set;
 - 4.) N87°02'16"W a distance of 129.57 feet to a railroad spike set;
 - 5.) N77°28'21"W a distance of 256.94 feet to a railroad spike set;
 - 6.) N80°55'25"W a distance of 156.60 feet to a railroad spike set;
 - 7.) N84°15'16"W a distance of 962.82 feet to a railroad spike found;
- Thence N05°54'25"E a distance of 2513.06 feet to a 5/8" Iron pin set (capped "Kleingers") in the southerly line of Section 5 and northerly line of Section 4;

Thence along the southerly line of Section 5 and northerly line of Section 4 the following three courses:

- 1.) N84°38'08"W a distance of 491.07 feet to a 5/8" iron pin set (capped "Kleingers");
- 2.) N84°38'20"W a distance of 1335.85 feet to a 5/8" iron pin set (capped "Kleingers");
- 3.) N83°56'11"W a distance of 367.96 feet to a 5/8" iron pin set (capped "Kleingers");

Thence along new division lines through said 778.5945 acre parcel the following twelve courses:

- 1.) N16°33'11"W a distance of 275.70 feet to a 5/8" iron pin set (capped "Kleingers");
- 2.) N35°06'00"E a distance of 417.58 feet to a 5/8" iron pin set (capped "Kleingers");
- 3.) N72°00'00"W a distance of 165.00 feet to a 5/8" iron pin set (capped "Kleingers");
- 4.) N13°12'10"E a distance of 1184.16 feet to a 5/8" iron pin set (capped "Kleingers");
- 5.) S81°49'19"E a distance of 795.94 feet to a 5/8" iron pin set (capped "Kleingers");
- 6.) N44°37'10"E a distance of 994.00 feet to a 5/8" iron pin set (capped "Kleingers");
- 7.) S60°00'00"E a distance of 205.00 feet to a 5/8" iron pin set (capped "Kleingers");
- 8.) N02°27'00"E a distance of 190.00 feet to a 5/8" iron pin set (capped "Kleingers");
- 9.) N71°34'00"E a distance of 255.00 feet to a 5/8" iron pin set (capped "Kleingers");
- 10.) N10°55'00"W a distance of 269.45 feet to a 5/8" iron pin set (capped "Kleingers");
- 11.) N49°54'58"E a distance of 522.82 feet to a 5/8" iron pin set (capped "Kleingers");
- 12.) N60°57'45"E a distance of 2088.47 feet to a 5/8" iron pin set (capped "Kleingers") to the westerly right of way line of the Indiana & Ohio Railroad Company recorded in O.R. 242, Pg. 866;

Thence along the westerly right of way line of the Indiana & Ohio Railroad, S41°46'29"E a distance of 672.31 feet to a 5/8" iron pin set (capped "Kleingers") to the easterly line of Section 5;

Thence along the easterly line of Section 5, S05°47'37"W a distance of 434.32 feet to a railroad spike set in the centerline of Union Road;

Thence continuing along the centerline of Union Road, S05°47'15"W a distance of 1051.35 feet to a railroad spike set;

Thence continuing along the centerline of Union Road, S05°46'53"W a distance of 2638.09 feet to the Point of Beginning, containing 429.284 acres, more or less (108.581 acres in Section 4 and 321.032 acres in Section 5) and being subject to easements, restrictions, and rights-of-way of record.

Bearings are based on Survey Record Volume 97-14

The above description is based upon a field survey by Kleingers & Associates, Inc., Engineers & Surveyors, under the direction of David L. Cox, Ohio Professional Surveyor No. 7101.

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DESCRIPTION OF PUBLIC INFRASTRUCTURE

Phase 1:

- Grading necessary to create public road sub-grade and to create regional retention/flood control pond.
- Construction of approximately 3,600 lineal feet of new public road (5-lane asphalt section with concrete curb and gutter and center grass median in locations not containing a center turn lane) from SR 63, including turn lanes, etc. from SR 63
- Construction of a temporary road from SR 63 to Union Road and vacation of Union Road
- Construction of first phase public sanitary sewer, storm sewer and water mains (including fire protection water)
- Installation of first phase street lighting and landscaping

Phase 2:

- Construction of approximately 3,675 lineal feet of new public road (5-lane asphalt section with concrete curb and gutter) including structure for crossing of Miller's Creek
- Construction of second phase public sanitary sewer, storm sewer and water mains (including fire protection water)
- Installation of second phase street lighting and landscaping

Phase 3:

- Construction of approximately 3,250 lineal feet of new public road (3-lane asphalt section with concrete curb and gutter)
- Construction of third phase public sanitary sewer, storm sewer and water mains (including fire protection water)
- Installation of third phase street lighting and landscaping

Offsite Improvements:

- Construction of right-turn deceleration lane on eastbound State Route 63 at site entrance (Butler-Warren Road Extension)
- Installation of a new full-build high-speed pre-emption traffic signal

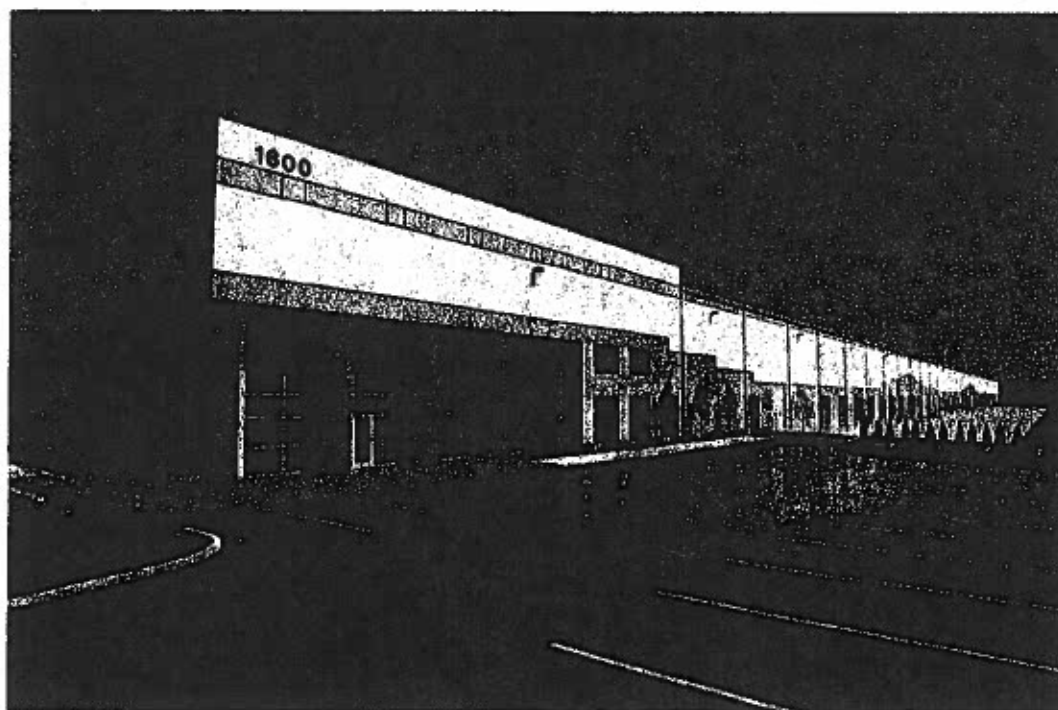
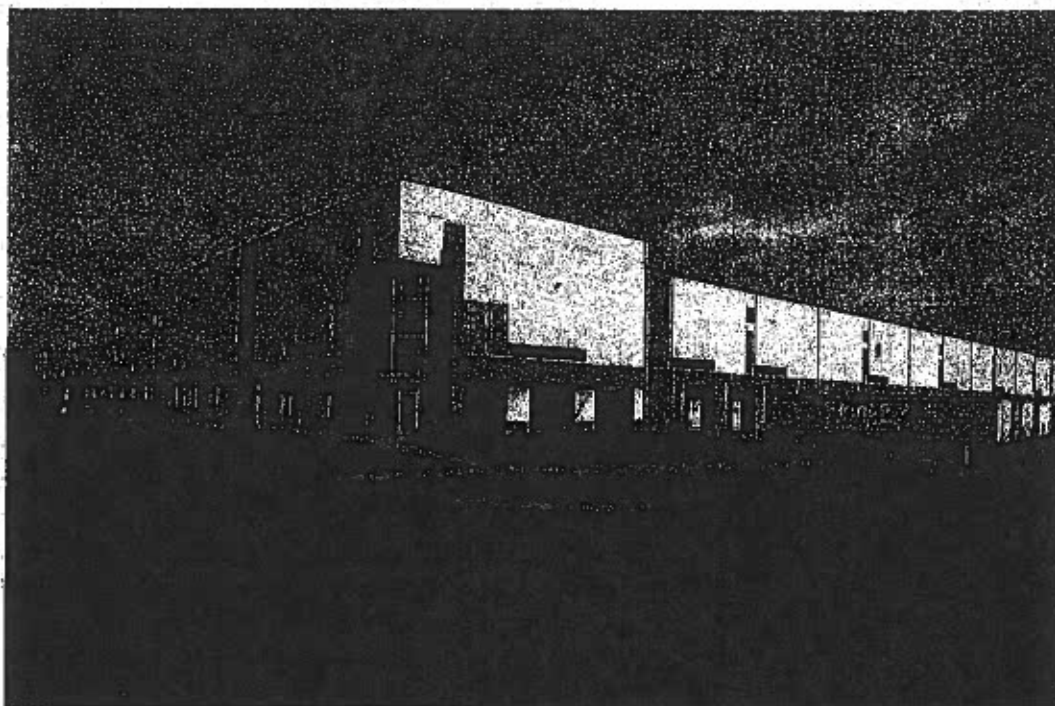
BOOK 4515 PAGE 569

With respect to the above-referenced Public Infrastructure:

- Construction of public streets shall include, as specified on the preliminary Proposed Plat, costs of:
 - Soil stabilization necessary for road improvements.
 - Paving, curbs and gutters, underdrains, sidewalks and bike paths etc.
 - Storm drainage system for streets.
 - Bridges or box culverts necessary for streets to traverse drainageways.
 - Traffic signalization including power and controls for all public streets.
 - Street landscaping, berming, irrigation system, and power and water supply and controls, etc.
 - Street lights including power and controls
 - Traffic control signage for all streets.
 - Street striping and directional signage.
 - Grading for all streets.
- Costs of the Public Infrastructure shall include:
 - Costs of studies, testing, design and permitting for all streets, storm and sanitary systems and other items.
 - Interest on the Bonds for the first three years.
 - Funding of a debt service reserve fund for the Bonds.
 - All costs associated with the creation of the TIF and the issuance of the Bonds, including underwriting, legal fees, etc.

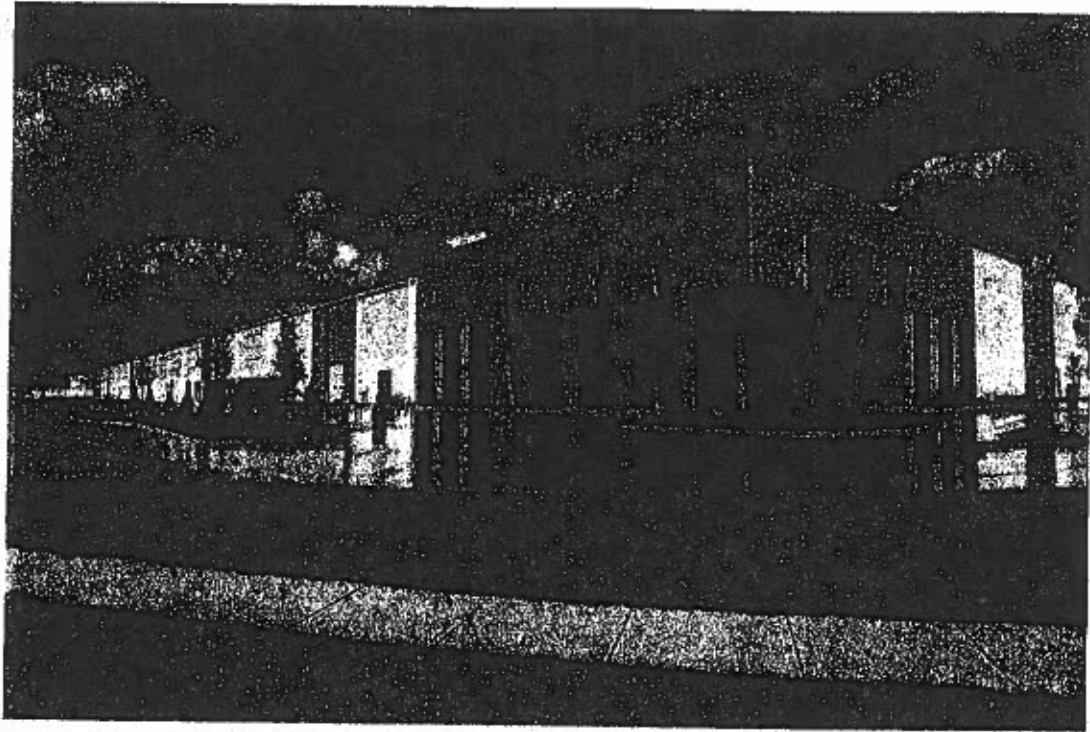
BOOK 4515 PAGE 570

TYPICAL BUILDING FACADES USED IN PROJECT



E-1

BOOK 4515 PAGE 571



DETH DELKARD - WARREN COUNTY REORDER
Doc #: 659826 Type: REPORT
Filed: 8/07/2007 13:14:35 \$ 236.00
OR Volume: 4515 Page: 545 Return: M
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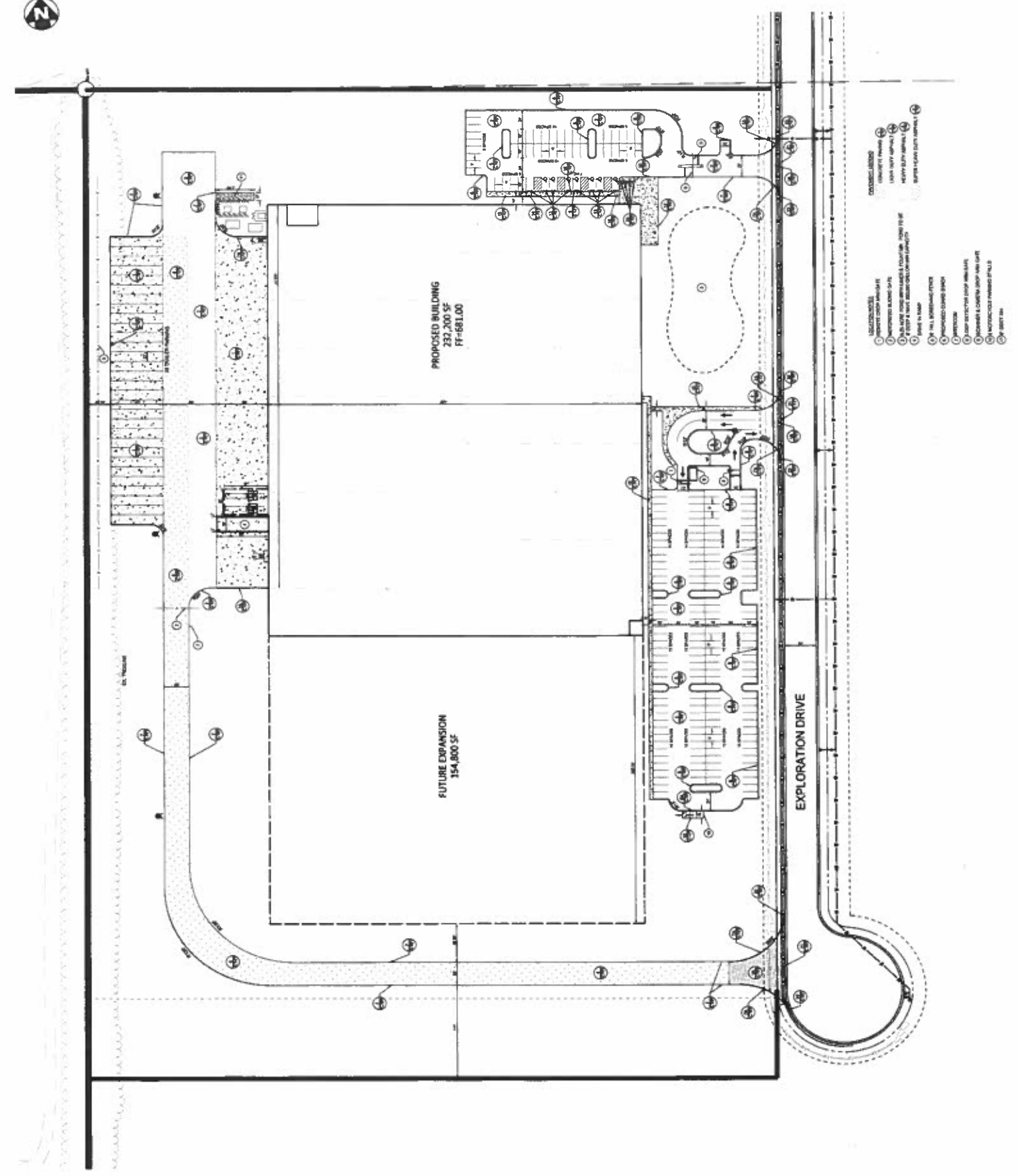
BOOK 4515 PAGE 572

E-2

Exhibit B

Site Plan

See Attached.



- LEGEND**
- 1. PROPOSED BUILDING
 - 2. FUTURE EXPANSION
 - 3. DRIVE
 - 4. EXPLORATION DRIVE
 - 5. PARKING
 - 6. LANDSCAPING
 - 7. TREES
 - 8. SHRUBS
 - 9. FENCE
 - 10. SIGNAGE
 - 11. LIGHTING
 - 12. UTILITY
 - 13. EROSION CONTROL
 - 14. BIOTERRACE
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Exhibit C

Legal Description of the Site

See Attached

LEGAL DESCRIPTION

22.406 ACRES

Situated in Section 4, Town 3 East, Range 3 North, Turtlecreek Township, City of Monroe, Warren County, Ohio, being part of a 287.420 acre tract of land conveyed to Park North Land, LLC in O.R. 5757 Page 91 of the Warren County, Ohio Recorder's Office, the boundary of which being more particularly described as follows:

Beginning at a point in a west line of said 287.420 acre tract, being N84°38'08"W a distance of 2220.82 feet from a stone found at the northeast corner of Section 4;

Thence along new division lines the following three (3) courses:

1. S84°05'35"E a distance of 788.35 feet to a 5/8" iron pin set;
2. S05°54'25"W a distance of 1238.06 feet to a 5/8" iron pin set;
3. N84°05'35"W a distance of 788.35 feet to a 5/8" iron pin set in a west line of the aforesaid 287.420 acre tract; also the east line of Yang Family Farm, LLC as conveyed in O.R. 5323 Page 588 and 591;

Thence along said west line, N05°54'25"E a distance of 1238.06 feet to the Point of Beginning;

Containing 22.406 acres, more or less.

Bearings are based on Corridor 75 Industrial Park Phase One as recorded in P.B. 82 Pages 22-25.

The above description is based upon a field survey made by The Kleingers Group, under the direction of Randy C. Wolfe, Ohio Professional Surveyor No. 8033. A plat of survey is recorded in Volume 140 Page 97 of the Warren County Engineers Record of Land Surveys.

New Auditor's Parcel No. 11-04-200-006.

Exhibit D

CRA Application

See Attached.

APPLICATION

COMMUNITY REINVESTMENT AREA TAX EXEMPTION PROGRAM
City of Monroe, Ohio Community Reinvestment Area (CRA)

1. Industrial Developments International (IDI)
(Name of Applicant)
2. 740 Centre View Boulevard, Crestview Hills KY 41017
(Current Address of Applicant)
3. Park North at Monroe, Building #9, Exploration Drive
(Address of Subject Monroe Property)
4. Telephone # (859) 663-2880 Fax # (859) 663-2890
5. Exemption sought for: ☒ New Structure ☐ Remodeling
6. Nature of business (*check all that apply*):
☒ Manufacturing ☒ Warehouse ☒ Distribution ☒ Office ☐ Other
7. Estimated Project Starting Date: May 1, 2014

Estimated Project Completion Date: December 31, 2014

NOTE: The undersigned, by submitting this application, agrees that if the project is not completed within one year of the date stated above, the application will automatically be withdrawn and any abatements that have been granted but not certified to the County Auditor will be rescinded, pending receipt of a new application.

8. Estimated number of full-time jobs (created and retained) committed to under the CRA agreement:

Full-time Created: 148 Full-time Retained: 0

9. Time Period Anticipated for New Hires (per year): 3 years
10. Annual Payroll Attributed to the Newly Created Employees: \$4,995,000
11. Annual Payroll Attributed to all (retained/new) Employees: \$4,995,000
12. Estimated investment by business at the project site, as a result of the proposed project:

<i>Real Property Improvements:</i>	<u>\$ 3,000,000</u>
<i>New Construction:</i>	<u>\$ 10,000,000</u>
<i>New Machinery & Equipment:</i>	<u>\$ 15,000,000</u>
<i>New Inventory:</i>	<u>\$</u>
<i>Total New Project Investment:</i>	<u>\$</u>

13. Please describe the nature of the business to be conducted at the project site:
Research, development, manufacturing, and distribution of automotive parts

14. Reasons for requesting tax abatement – be as specific, and quantitative as possible:
The construction of this facility is predicated on a CRA tax abatement
per the terms of the park's Development Agreement. The abatement is an
important part of making this site competitive as compared to the
alternative site in Indiana, as identified by the company.
15. Does this project involve a structure of historical or architectural significance? ☐ Yes ☒ No
If yes, attach written certification of such by the designating agency or authorized agent.

Applicant agrees to supply additional information upon request. The applicant believes that the information contained in, and submitted with, this application is complete and correct.

By: Douglas A. Armbruster, SVP, Reg. Dev. Officer of Industrial Dev. Intern.
Print Name and Title Name of Business

on this 18th day of June, 2014.


Signature

As required by the Ohio Department of Development, a fee of \$750.00 must accompany this Application. Checks must be made payable to "Ohio Department of Development".

CRA APPLICATION DATA

- I certify that the project described herein meets the necessary requirements for the Community Reinvestment Area Program in the City of Monroe, Ohio.**

Signature of Housing Officer

Page 73

Exhibit E

Approved Form of Assignment and Assumption

[See Attached]

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (the “Assignment”), made and entered into as of [] [], 20[], by and between [] (the “Assignor”) and [] (the “Assignee”).

WITNESSETH THAT:

WHEREAS, the City of Monroe, Ohio, an Ohio municipal corporation (the “City”), and Mountain Monroe OH LLC, a Delaware limited liability company, have made and entered into a First Amended and Restated Community Reinvestment Area Agreement (the “CRA Agreement”) dated as of [] [], 2025, which was filed for recording with the Butler County Recorder on [] [], 2025 and recorded as Instrument No. [].

WHEREAS, Assignor has transferred the property described in Exhibit A attached hereto (the “Transferred Property “), to the Assignee; and

WHEREAS, Assignee is a Transferee, as defined in the CRA Agreement; and

WHEREAS, with respect to the Transferred Property, the Assignor desires to transfer and assign the benefits and obligations of the CRA Agreement to the Assignee for its benefit, and in consideration of and in reliance on that assignment and transfer, the Assignee is willing to assume the rights, benefits, and obligations on the CRA Agreement; and

WHEREAS, the terms of the CRA Agreement require each Transferee to execute and deliver to the City an Assignment and Assumption Agreement in form hereof (or otherwise reasonably satisfactory to the City of Monroe); and

WHEREAS, the terms of the CRA Agreement require the City to execute and deliver to the City an Assignment and Assumption Agreement and to deliver an original thereof to the Transferee.

NOW, THEREFORE, in the joint and mutual exercise of their powers, and in consideration of the mutual covenants contained in this Assignment and for other valuable consideration, the Assignor and the Assignee recite and agree as follows:

SECTION 1. Assignments and Assumption.

- (a) With respect to the Transferred Property, the Assignor hereby absolutely, unconditionally, and irrevocably assigns, conveys, and transfers, without recourse, to the Assignee, for the benefit of the Assignee as a Transferee, the respective rights, benefits, and the performance of duties under the CRA Agreement to Assignee.

- (b) Assignee absolutely and irrevocably accepts such assignment and transfer of the respective share of Assignor's rights and hereby assumes all of the obligations of the Assignor under the CRA Agreement with respect to the Transferred Property, as defined in the CRA Agreement, and certifies as to the validity of the representations, warranties, and covenants contained both in the CRA Agreement and in this Assignment.

[Balance of Page Intentionally Omitted]

IN WITNESS WHEREOF, the parties have executed this Assignment on the dates of their respective acknowledgements as of the date first written hereinabove.

[ASSIGNOR CORPORATE NAME]
[Assignor Corporate Status]

By_____

Title_____

[ASSIGNEE CORPORATE NAME]
[Assignee Corporate Status]

By_____

Title_____

Approved:

CITY OF MONROE, OHIO

By_____

Title_____

Exhibit A
To Assignment and Assumption Agreement

Transferred Property

[See Attached]

**FIRST AMENDED AND RESTATED
COMMUNITY REINVESTMENT AREA AGREEMENT**

This First Amended and Restated Community Reinvestment Agreement (this "Agreement") is made and entered into as of [_____] [____], 2025 (the "Restatement Date"), by and between the City of Monroe, Ohio, an Ohio municipal corporation, with its main offices located at 233 South Main Street, Monroe, Ohio 45050 (hereinafter referred to as the "City"), and Mountain Monroe OH LLC, a Delaware limited liability company with its principal office located at Two Newton Place, 255 Washington Street, Suite 300, Newton, Massachusetts 02458 (hereinafter referred to as the "Developer"), under the following circumstances:

WHEREAS, the City has, pursuant to the Development Agreement dated July 31, 2007 and attached as Exhibit A (the "Development Agreement") executed between the City and VH Monroe LLC, determined to designate the area within which the Project (as hereinafter defined) is located as a Community Reinvestment Area (the "Community Reinvestment Area") under Section 3735.66 of the Ohio Revised Code (the "Code") and has agreed that, without any obligations other than as expressly set forth in the Development Agreement, buildings constructed within the Community Reinvestment Area will be provided with a 15-year, 100% real property tax exemption; and

WHEREAS, the City Council (the "Council") of the City adopted Emergency Resolution No. 44-2007 on August 14, 2007, describing the boundaries of the Community Reinvestment Area and determined that such area contains the conditions described in Section 3735.65 of the Code and confirmed said area as a Community Reinvestment Area under Chapter 3735 of the Code; and

WHEREAS, the Board of Education (the "Board of Education") of the Monroe Local School District (the "School District") approved a 15-year, 100% real property tax exemption for buildings constructed within the Community Reinvestment Area, waived all rights to compensation under Sections 3735.671 of the Code pursuant to a Tax Incentive Agreement dated July 31, 2007 between the School District and the City and an Agreement dated August 30, 2007 between VH Monroe LLC and the School District, and the Board of Education, by resolution, otherwise approved a Community Reinvestment Area Agreement to be executed between the City and MREIC Monroe OH, LLC (the "Original CRA Agreement"); and

WHEREAS, MREIC Monroe OH, LLC ("MREIC") submitted a proposed application to the City with respect to the Original CRA Agreement (which is attached hereto as Exhibit D, hereinafter referred to as the "Application"); and

WHEREAS, the City and MREIC entered into the Original CRA Agreement on June 20, 2018 pursuant to which MREIC indicated its desire to expand the existing building consisting of approximately 232,000 square feet on the Project Site by an additional 155,000 square feet to be used for the engineering, manufacturing, warehouse, or distribution operations of one or more users, as more particularly described on the site plan attached hereto as Exhibit B (the "Project"), located on certain real property within the boundaries of the Community Reinvestment Area as more specifically described on Exhibit C hereto (the "Project Site"), provided that the appropriate development incentives would be available to support the economic viability of the Project; and

WHEREAS, MREIC completed the construction of the Project in accordance with the Original CRA Agreement; and

WHEREAS, as a result of that Certificate of Conversion made by MREIC on April 20, 2023 and filed with the Ohio Secretary of State as Document No. 202311401564 effective April 21, 2023, MREIC approved its conversion into the Developer such that MREIC was converted into and became the Developer (the “Conversion”) as of April 20, 2023 (the “Conversion Date”); and

WHEREAS, as a result of the Conversion, the Original CRA Agreement no longer expressly included as a party an “owner” of the Project Site as required pursuant to Section 3735.671(A) of the Code; and

WHEREAS, it is the intention of the City and the Developer to amend and fully restate the Original CRA Agreement in conformance with the format required under Section 3735.671 of the Code in effect as of the date of execution of the Original CRA Agreement, all in order to document and confirm that the Developer assumed all rights and obligations of MREIC under the Original CRA Agreement in connection with the Conversion.

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

1. Notwithstanding anything to the contrary contained in the Original CRA Agreement, the parties hereto expressly agree that this Agreement shall amend, replace, and supersede the Original CRA Agreement in all respects from and after the Restatement Date and that the Original CRA Agreement shall have no legal effect from and after the Restatement Date.

2. Under Section 1 of the Original CRA Agreement, MREIC agreed to construct the Project as described in the recitals to the Original CRA Agreement and this Agreement on the Project Site. MREIC further agreed to invest an amount estimated at approximately eight million (\$8,000,000) for the costs of site development and construction of the expansion of the existing building (exclusive of any amounts for acquisition of machinery and equipment, furniture and fixtures, and inventory). The City and MREIC agreed that the estimates provided in Section 1 of the Original CRA Agreement were good faith estimates provided pursuant to Section 3735.671(B) of the Code and were not to be construed in a manner that would limit the amount or term of the tax exemption provided in the Original CRA Agreement. The parties recognize that the costs associated with the Project may have increased or decreased significantly. The parties also recognize that costs do not necessarily equal otherwise taxable value. For the avoidance of doubt, the Developer confirms and agrees that, pursuant to the Conversion and this Agreement, it was and is bound by all of MREIC’s obligations to construct and invest in the Project in accordance with Section 1 of the Original CRA Agreement to the extent such obligations remain otherwise outstanding as of the period from and after the Conversion Date.

3. The value for Ohio personal property tax purposes of the non-inventory personal property of 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 \$0.00. The value for Ohio personal property tax purposes of the non-inventory personal property of Developer located at the Project Site prior to the execution of this Agreement is \$0.00. The average value for Ohio personal property tax purposes of the inventory of 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 \$0.00.

4. Under Section 3 of the Original CRA Agreement, MREIC agreed that it intended to commence construction of the expansion of the building shell portion of the Project on or about June 1, 2018 and that the scheduled estimated completion date for the building shell portion of the Project was no later than approximately June 1, 2019, and for the tenant improvement portion of the Project no later than August 1, 2019. The City and MREIC agreed the estimates provided in Section 3 of the Original CRA Agreement were good faith estimates provided pursuant to R.C. Section 3735.671(B) and would not be construed in a manner that would limit the amount or term of the tax exemption provided in the Original CRA Agreement or this Agreement. For the avoidance of doubt, the Developer confirms and agrees that, pursuant to the Conversion and this Agreement, it was and is bound by all of MREIC's obligations with respect to the estimates for commencement and completion of the construction of the Project in accordance with Section 3 of the Original CRA Agreement to the extent applicable to the period from and after the Conversion Date.

5. Under Section 4 of the Original CRA Agreement, MREIC estimated that there would be created at the Project Site, cumulatively, approximately 111 full-time permanent equivalent employee positions, 0 full time temporary equivalent employee positions, 0 part time permanent equivalent employee positions, and 0 part time temporary employee positions, with an aggregate annual payroll of approximately \$6,000,000. Hiring of such employees was estimated to commence on approximately January 1, 2019 and to continue incrementally over the succeeding 15 years. At the time of execution of the Original CRA Agreement there were 234 employees at the Project Site which were retained by one or more operators in connection with the Project. The City and the Original Developer agreed that such estimates provided in this Section 4 are good faith estimates provided pursuant to Section 3735.671(B) of the Code and shall not be construed in a manner that would limit the amount or term of the tax exemption provided in this Agreement. The parties 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 may be hired by one or more operators and not the Developer. For the avoidance of doubt, the Developer confirms and agrees that, pursuant to the Conversion and this Agreement, the Developer is bound by all of MREIC's obligations regarding the employee positions to be created at the Project Site under Section 4 of the Original CRA Agreement, to the extent applicable to the period from and after the Conversion Date.

6. The City granted and hereby grants the Developer a tax exemption for real property improvements made to the Project Site pursuant to Section 3735.67 of the Code which shall be in the following amounts:

100% for 15 years.

The exemption commenced the first year for which the real property improvements with respect to the Project were first taxable but for such exemption from taxation. No such exemption is or was permitted to commence after the tax year ending December 31, 2020 nor is or was any such exemption permitted to extend beyond the tax year ending December 31, 2035. Developer acknowledges that the tax exemption with respect to the Project was subject to the filing of a real property tax exemption application with the Housing Officer following the completion of construction of the Project. The City agrees that upon receipt of the real property tax exemption application, the Housing Officer certified the tax exemption to the County Auditor. For the avoidance of doubt, and notwithstanding the execution of this Agreement, the term of the

exemption described by this Section 6 has continued and shall continue uninterrupted as if the Developer had been a signatory to the Original CRA Agreement.

7. The Developer has provided and shall continue to provide to the Tax Incentive Review Council of the City any information reasonably required by the council to evaluate the Developer's compliance with this Agreement, including returns filed pursuant to Section 5711.02 of the Code if requested by the Council.

8. Consistent with the provisions of the Development Agreement, the Council has waived and shall continue to waive the annual fee provided for in Section 3735.671 of the Code from and after the effective date of the Original CRA Agreement.

9. The Developer, if and for so long as it was or is the owner of the Project Site or any portion of the Project Site, has paid and shall continue to pay such real property taxes, if any, as are not exempted under this Agreement and are charged against the Project and the Project Site and has filed and shall file all tax reports and returns as required by law. If the Developer fails to pay such taxes or file such returns and reports, all incentives granted under this Agreement will be rescinded beginning with the year for which such taxes are charged or such reports or returns are required to be filed and thereafter.

10. The City shall perform such acts as are reasonably necessary to appropriate, effect, claim, reserve, and maintain exemptions from taxation granted under this Agreement including, without limitation, joining in the execution of all documentation and providing any necessary certificates required in connection with such exemptions.

11. If for any reason the Community Reinvestment Area designation expires, the Director of the Ohio Department of Development revokes certification of the Community Reinvestment Area, or the City revokes the designation of the Community Reinvestment Area, all entitlements granted under this Agreement shall continue for the number of years specified under this Agreement, unless the Developer materially fails to fulfill its obligations under this Agreement and the City terminates or modifies the exemptions from taxation granted under this Agreement.

12. If the Developer materially fails to fulfill its obligations under this Agreement, or if the City determines that the certification as to delinquent taxes required by this Agreement is fraudulent, the City, as its sole remedy, may terminate or modify the exemptions from taxation granted under this Agreement.

13. The Developer hereby certifies that, at the time this Agreement is executed, the Developer does not owe any delinquent real or tangible personal property taxes to any taxing authority of the State of Ohio, and does not owe delinquent taxes for which the Developer is liable under Chapter 5733, 5735, 5739, 5741, 5743, 5747, or 5753 of the Code, or, if such delinquent taxes are owed, the Developer currently is paying the delinquent taxes pursuant to an undertaking enforceable by the State of Ohio or an agent or instrumentality thereof, has filed a petition in bankruptcy under 11 U.S.C.A. 101, et seq., or such a petition has been filed against the Developer. For the purposes of the certification, delinquent taxes are taxes that remain unpaid on the latest day prescribed for payment without penalty under the chapter of the Code governing payment of those taxes.

14. The Developer and the City acknowledge that the Developer is a "Permitted Transferee" pursuant to a conversion under Section 16 of the Original CRA Agreement and that the City has approved this Agreement pursuant to Section 18 of the Original CRA Agreement regarding amendments to reflect the exact legal and financing structure associated with the Project.

15. Exemptions from taxation granted under this Agreement shall be revoked if it is determined that the Developer, any successor property owner, or any related member (as those terms are defined in Section 3735.671 of the Code) has violated the prohibition against entering into this Agreement under Division (E) of Section 3735.671 of the Code prior to the time prescribed by that division or either of those sections.

16. The Developer affirmatively covenants that it has not knowingly made any materially false statements to the State or local political subdivisions in the process of obtaining approval of the Community Reinvestment Area incentives authorized by this Agreement. If any representative of the Developer has knowingly made a materially false statement to the State or local political subdivision to obtain the Community Reinvestment Area incentives, the Developer shall be required to immediately return all benefits received under this Agreement pursuant to ORC Section 9.66(C)(2) and shall be ineligible for any future economic development assistance from the State, any state agency or a political subdivision pursuant to ORC 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 ORC Section 2921.12(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 months.

17. Except as provided below, this Agreement and the benefits and obligations hereof are not transferable or assignable without the express, written approval of the City, not to be unreasonably withheld. The City Manager may, in his or her discretion, approve the transfer or assignment of this Agreement and the benefits and obligations hereof from the Developer to a Transferee (as defined herein), subject to compliance with the procedure stated below in this Section. If Transferee is a Permitted Transferee (as defined herein), the City Manager hereby does approve, and the Developer shall not need further consent by the City with respect to, the transfer or assignment of this Agreement and the benefits and obligations hereof to a Permitted Transferee.

"Transferee," as used herein, is defined as each person or entity, except the Developer, which is a legal successor in interest to all or any part of the Project or the Project Site (the "Transferred Property") whether by sale, grant, or other means of transfer of interest, including but not limited to the formation of subsidiaries, affiliates, joint ventures, successor entities, or other arrangements used to carry out the terms of this Agreement (each a "Successor").

"Permitted Transferee," as used herein, is defined as (a) any entity in which the Developer directly or indirectly holds an ownership interest; (b) successor entities to the Developer where the Developer had ownership as described in (a) and where there remains at least one other party with an ownership interest; and (c) entities resulting from a consolidation, conversion, acquisition or merger of the Developer.

Provided, however, that as a condition to the right to receive tax exemptions as set forth in this Agreement, each Transferee shall execute and deliver to the City an Assignment and Assumption Agreement in form and content reasonably satisfactory to the City, wherein such Transferee:

- (a) assumes all obligations of the Developer under this Agreement with respect to the Transferred Property, whether the Transferee received the Transferred Property directly from the Developer or a Successor, and
- (b) certifies to the validity, as to the Transferee and the Transferred Property, of the representations, warranties, and covenants contained herein and in the Assignment and Assumption Agreement

It is acknowledged and agreed by the City that the form of Assignment and Assumption Agreement attached hereto as Exhibit E shall be deemed satisfactory to, and approved by, the City.

Upon approval by the City of such Assignment and Assumption Agreement, as to the Transferred Property, the approved 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 Transferee had been the original Developer and a signatory to this Agreement. The City agrees to execute each such Assignment and Assumption Agreement and to deliver an original thereof to the Transferee (but execution of such Assignment and Assumption Agreement by the City will not be a condition to the effectiveness thereof, with respect to an assignment to a Permitted Assignee).

The Transferee or Permitted Transferee shall pay to the City's special legal counsel, Bricker Graydon LLP, its reasonable fees and expenses for its costs in connection with any such Assignment and Assumption Agreement. The payment shall be due within five (5) business days after complete execution and delivery by the City of any such Assignment and Assumption Agreement.

18. The City hereby approves the lease (and further sub-leasing) of all or part of the Project to one or more parties (including, without limitation, one or more operators) without any further legal documentation or approval, except as may be required by Section 3735.673 of the Code. If any operator relocates or intends to relocate part or all of its operations from another county or municipal corporation in this State to the Project Site and is entitled to the benefits of this Agreement, said operator or Developer shall comply with the notice provisions of Section 3735.673 of the Code by providing notice to the legislative authority of the county or municipal corporation from which the operator intends to relocate. A copy of such notice shall also be sent to the City and the City shall serve such notice on the Director of Development of the State, as required by Section 3735.673 of the Code.

19. If, notwithstanding Section 17 of this Agreement, it becomes necessary to modify the terms of this Agreement to reflect the exact legal and financing structure used by the Developer in developing, equipping, and operating the Project, Developer shall request an amendment to this Agreement, which the City shall consider in a timely fashion.

20. The Developer shall pay to the City's legal counsel, Bricker Graydon LLP all costs of preparing all documentation associated with this Agreement. The payment shall be due within five (5) business days after complete execution and delivery of this Agreement.

21. By executing this Agreement, the Developer commits to following non-discriminatory hiring practices, acknowledging that no individual may be denied employment solely on the basis of race, religion, sex, disability, color, national origin, or ancestry.

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

23. From and after the Restatement Date, this Agreement shall constitute the entire agreement between the City and the Developer pertaining to the subject matter contained herein and supersedes all other prior or contemporaneous agreements or understandings between the City and the Developer in connection with such subject matter.

[Balance of Page Intentionally Omitted]

IN WITNESS WHEREOF, the City of Monroe, Ohio, pursuant to Emergency Resolution 2007-16 of the Council of the City of Monroe, Ohio, and Mountain Monroe OH LLC have caused this instrument to be executed on this [] day of [], 2025.

CITY OF MONROE, OHIO ,
an Ohio municipal corporation

MOUNTAIN MONROE OH LLC,
a Delaware limited liability company

By _____
Larry Lester
City Manager

By Yael Duffy
Yael Duffy
Authorized Person

Sworn to and subscribed in my presence
by
Larry Lester, City Manager of the City of
Monroe, Ohio this [] day of [],
2025.

Sworn to and subscribed in my presence
by
Yael Duffy, Authorized Person of
Mountain Monroe OH LLC this 31st
day of March 2025.

Notary Public

Amanda Mahan
Notary Public Amanda Mahan

Approved as to Form:

K. Phillip Callahan, Law Director

Exhibit A—Development Agreement
Exhibit B—Project Site
Exhibit C—Legal Description
Exhibit D—Application
Exhibit E—Assignment and Assumption



THIS INSTRUMENT PREPARED BY: The City of Monroe, 233 South Main Street,
P.O. Box 330, Monroe, Ohio 45050. 513-539-7374.

Exhibit A

Development Agreement

[See Attached]

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236 Monroe

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (the "Agreement") is entered into as of this day of July 31, 2007 by and between the CITY OF MONROE, an Ohio municipal corporation having an address for purposes hereof at 233 South Main Street, Monroe, Ohio 45050 (hereinafter referred to as the "City"), and VH MONROE, LLC, an Ohio limited liability company having an address for purposes hereof at 5027 Madison Road, Suite 200, Cincinnati, Ohio 45227 (hereinafter referred to as the "Developer"), under the following circumstances:

A. The Developer is exploring the development of an industrial park currently referred to as the "Corridor 75 Park" (the "Project") within the municipal corporate boundaries of the City and upon approximately 429 acres of real property located at the southeast quadrant of the Interstate 75 - State Route 63 interchange (Exit 29) and more particularly described in Exhibit A, attached hereto and made a part hereof (the "Project Site"). The proposed preliminary plat for the Project (the "Preliminary Plat") is attached hereto as Exhibit B.

B. In connection with the acquisition and development of the Project Site from the current owner of the Project Site, Corridor 75 Park, Ltd. (the "Declarant"), the Declarant will make a Declaration of Covenants, Conditions and Restrictions (the "Declaration") for the benefit of the Developer and the City (the form of which is attached hereto as Exhibit C), which Declaration shall be recorded with respect to the Project Site.

C. Certain infrastructure improvements at, around and in support of the Project Site are necessary in order to ensure the success of the Project, including, without limitation, the construction of certain public improvements described and depicted in Exhibit D, attached hereto and made a part hereof (hereinafter referred to collectively as the "Public Infrastructure");

D. The City intends that the Public Infrastructure be constructed by the Developer.

E. The City believes that the construction of the Public Infrastructure, the establishment of jobs at the Project Site, and the mutual fulfillment of this Agreement, are all in the vital and best interests of the City and the health, safety, and welfare of its residents, and in accordance with the public purposes and provisions of applicable federal, state, and local laws and regulations.

F. In order to create an incentive for the Developer to undertake the Project, the City has determined that it is necessary to create a post-94 Community Reinvestment Area ("CRA") over a portion of the City including the Project Site and extend a 15-year, 100% real property tax exemption for the Project in the manner described in this Agreement.

G. The City has, by Ordinance No. 2004-26, duly adopted by City Council for the City on August 10, 2004, established a tax increments financing ("TIF") program with respect to certain real property, a portion of which is comprised of the Project Site, and has determined to use the TIF, in the manner described in this Agreement and subject to the CRA that will be in priority over the TIF, to fund a portion of the costs of the Public Infrastructure.

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H. Council of the City, by Ordinance No. 2007-16, duly passed on, June 26, 2007 (the "Implementing Ordinance"), has authorized the City Manager to enter into this Agreement with the Developer for the development of the Project and construction and financing of the Public Infrastructure.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and promises herein contained, the sufficiency of which are acknowledged by the parties hereto, the City and the Developer hereby agree as follows:

1. Description of Project and Other Improvements. All improvements to be constructed or rehabilitated as part of the Project are referred to collectively herein as the "Improvements". The Developer shall construct or cause to be constructed the Public Infrastructure as mutually agreed upon by the City and the Developer; provided that the TIF is implemented in the manner described in this Agreement and provided further that under no circumstances shall the City be required to own or maintain any storm water detention facilities as a part of the project.

(a) Contingencies. The Developer's obligation to purchase such property and to otherwise perform the obligations under this Agreement shall be expressly contingent upon the following (provided that, except as otherwise provided in this Agreement, nothing contained in Section 1(a) shall require the City to take any action):

(1) The Developer shall obtain zoning approvals or consents from all governmental and quasi-governmental agencies having jurisdiction over the Project Site.

(2) The Developer shall be satisfied that the existing utility lines and easements will not interfere with, and the existing laws, ordinances, regulations, and guidelines of any governmental or municipal authority having jurisdiction over the Property will not interfere with, the Developer's proposed development of the Project.

(3) There are or will be available for use to the boundary of the Project Site necessary sewer lines which are connected to the Butler County treatment system providing sewer service to the Project Site and water lines which are connected to the water service that provides water to the City, such lines and service to be of sufficient size, capacity and pressure to adequately and sufficiently service the Project Site for the Developer's proposed development.

(4) The Project Site shall have full, free and adequate access for the purposes of the development to and from publicly dedicated roads or highways, particularly, access to SR 63 through properties adjacent to the Project Site and the Butler County and Warren County connection as agreed and entered into between Developer, Owner, and the City of Monroe.

(5) The Developer shall determine to its satisfaction and at its own expense that there are not located anywhere on the Project Site underground

streams, springs, hidden water, soil conditions or filled ground that would in any way inhibit or restrict the Developer's ability to construct any buildings or other improvements associated with the Developer's proposed use of the Project Site as provided herein.

(6) By no later than June 30, 2007, the City (both the Planning Commission and the City Council) shall have taken all necessary steps to approve the Preliminary Plat for the Project with respect to the location of wellheads on or near the Project Site and shall have approved the Project as permitted uses under the City's Planning and Zoning Code with respect to both the Wellhead Protection Area Buffer Zone Overlay District and the Delineated Wellhead Protection Area Overlay District.

(7) By no later than July 16, 2007 (unless the Developer agrees, in writing, to an extension of such date), the Board of Education of the Monroe Local School District (the "School District") shall have approved the CRA and TIF programs structured in the manner described in this Agreement. The School District shall not receive any compensation with respect to the CRA, and the School District compensation payment with respect to the TIF shall be 40% of the Service Payments actually paid with respect to the Project Site.

(8) By no later than September 30, 2007 (unless the Developer agrees, in writing, to an extension of such date): (a) the City shall have taken all necessary steps to establish a post-1994 CRA that includes the Project Site; (b) the State of Ohio shall have approved the creation of the CRA; (c) the City and the Developer shall have entered into a Community Reinvestment Area Agreement with respect to the Project Site under the terms described in this Agreement; (d) the City shall have taken all necessary steps to either amend the existing TIF or overlay a new TIF with respect to the Project Site, and the City shall determine which approach to utilize by analyzing which approach generates the maximum amount of Service Payments (as defined hereinbelow); (e) the City and the Developer shall have entered into a Tax Increment Financing Agreement (as defined hereinbelow) pursuant to which the owner of the Project Site will make Service Payments with respect to the Project Site; (f) the City shall have accepted a petition for special assessment providing for the levy and collection of special assessments with respect to the Project Site in the manner described in this Agreement; (g) the City, a Bonding Agency, and the Developer shall have entered into a preliminary term sheet describing the financing structure for the Bonds (as defined hereinbelow).

In the event that the contingencies set forth above have not been obtained to the Developer's satisfaction, or waived by the Developer, by July 15, 2008, the Developer shall have the option to terminate this Agreement. In the event that the Developer elects to terminate, this Agreement shall be null and void and the parties hereto shall be released from all obligations hereof. The City shall have no obligation to perform any actions, including the expenditure of City funds (except typical costs associated with its normal municipal function), to correct any problems with the contingencies to the satisfaction of the Developer.

If the Developer has not purchased the Project Site by July 15, 2008, then this Agreement shall terminate and be of no further force and effect.

(b) City Covenants and Representations. The City covenants and represents to the Developer as follows:

(1) Within sixty (60) days following completion of construction of a temporary paved access road from SR 63 to Union Road, built to City specifications, the City agrees to close the portion of Union Road from the point at which Union Road crosses the northerly boundary line of the Project Site south to the easterly boundary line of the Project Site and vacate to the Developer the easement for such portion of Union Road.

(2) The parties agree that certain sign code variances may be required for the construction of the proposed permanent identification signs for the Project Site. Upon a favorable recommendation from the Monroe Planning Commission, the City Manager and / or the City Development Director shall issue a favorable recommendation to the Monroe Board of Zoning Appeals for any necessary sign code variances request applications submitted by the Developer.

(3) Neither the entering into this Agreement nor the performance thereof will constitute a violation or breach by the City of any contract, agreement, understanding or instrument to which the City is a party or by which the City is subject or bound, of any judgment, order, writ, injunction or decree issued against or imposed upon them, or will result in the violation of any applicable law, order, rule or regulation of any governmental or quasi-governmental authority;

(4) There is no pending litigation, investigation or claim which affects or which might affect the City's performance of this Agreement and to the best of the City's knowledge, there is no threatened litigation, investigation or claim that affects or that might affect the City's performance of this Agreement;

(5) Except for actions contemplated by this Agreement, as of the date of the execution of this Agreement, the City has no information or knowledge of any change contemplated in the applicable laws, ordinances or restrictions or any judicial or administrative action that would prevent, limit, impede or render more costly the Developer's undertaking of the Project;

(6) The representations and agreements of the City made in this Agreement shall be deemed to apply as of the date of the execution of this Agreement and shall be construed as continuing representations and agreements and such representations made by the City are made with the knowledge and expectation that notwithstanding any investigation conducted by or on behalf of the Developer (except as expressly stated in this Agreement), the Developer is

placing complete reliance thereon and that such representations are to be treated as material to the Developer in entering into this Agreement and the City further represents that no representation set forth in this Agreement contains any untrue statement of material fact or omits to state a material fact necessary in order to make the statement contained herein not materially misleading or not misleading in light of circumstances under which they are made; and

(c) Developer Covenants and Representations: The Developer covenants and represents to the City as follows:

(1) The Developer intends to develop an industrial park on the Project Site. The proposed Preliminary Plat is attached hereto as Exhibit B (the modification of which may be approved by the Monroe Planning Commission by amending the Preliminary Plat). Buildings constructed on the Project Site shall be of the general character as shown in the pictures in Exhibit E, attached hereto and made a part hereof. The Developer covenant that not more than three of the buildings constructed on the Project Site shall be smaller than 150,000 square feet.

(2) The Developer and all subsequent users of the Project Site shall comply with the regulations and provisions set forth in Monroe Zoning Code Chapter 1262 "Delineated Wellhead Area Overlay District Regulation" and Chapter 1263 "Wellhead Protection Area Buffer Zone Overlay District Regulations" (effective November 10, 1998). The Developer and all subsequent users of the Project Site shall also comply with any applicable Federal, State and local regulations in addition to any of the requirements set forth in Monroe Zoning Code Chapters 1262 and 1263.

(3) Before Union Road is closed, the Developer shall provide, or cause to be provided, a temporary access road connecting SR 63 and Union Road as described in Section 1(b)(1) above.

(4) Neither the entering into this Agreement nor the performance thereof will constitute a violation or breach by the Developer of any contract, agreement, understanding or instrument to which the Developer is a party or by which the Developer is subject or bound, of any judgment, order, writ, injunction or decree issued against or imposed upon them, or will result in the violation of any applicable law, order, rule or regulation of any governmental or quasi-governmental authority;

(5) There is no pending litigation, investigation or claim which affects or which might affect the Developer's performance of this Agreement and to the best of the Developer's knowledge, there is no threatened litigation, investigation or claim that affects or that might affect the Developer's performance of this Agreement; and

(6) The representations and agreements of the Developer made in this Agreement shall be deemed to apply as of the date of the execution of this Agreement and shall be construed as continuing representations and agreements and such representations made by the Developer are made with the knowledge and expectation that notwithstanding any investigation conducted by or on behalf of the City (except as expressly stated in this Agreement), the City is placing complete reliance thereon and that such representations are to be treated as material to the City entering into this Agreement and the Developer further represents that no representation set forth in this Agreement contains any untrue statement of material fact or omits to state a material fact necessary in order to make the statement contained herein not materially misleading or not misleading in light of circumstances under which they are made.

2. Community Reinvestment Area. The City represents that the Project Site is located within the boundaries of a Community Reinvestment Area that was in existence on July 1, 1994 and has been amended twice since that date. The City shall create a new CRA covering the Project Site, which CRA shall be governed by the provisions of the Ohio Revised Code applicable to Community Reinvestment Areas created after July 1, 1994. Following the approval of the CRA by the State of Ohio Department of Development and subject to approval by the School District, the City shall pass an ordinance authorizing a 15-year, 100% real property tax exemption for the buildings constructed on the Project Site upon the terms specified hereinbelow, and the Developer and the City shall enter into a Community Reinvestment Area Agreement (the "CRA Agreement") in the form prescribed by the Ohio Revised Code and for which a sample agreement is provided by the Ohio Department of Development, with the additional provisions and stipulations described in this Agreement. The CRA Agreement shall provide for a 15-year, 100% exemption on each building constructed on the Project Site, commencing with respect to each such building in the first year following the receipt of a certificate of occupancy with respect to such building. The CRA Agreement shall also provide for the granting of the CRA exemption for "spec" buildings on the Project Site, subject to the terms of this Agreement. The City and the Developer acknowledge and agree that the CRA exemption will be in priority with respect to the TIF exemption described in Section 3 hereof which means that, during the term of the CRA exemption, the Service Payments will be reduced by the value of the CRA exemption. The City agrees to execute all documents and enter into any agreements that may be necessary to establish and maintain the CRA exemption with respect to the Project Site and the Project.

In connection with the granting of the CRA exemption, the Developer agrees, represents and covenants as follows:

(a) Within thirty (30) days following the Developer's closing on the purchase of the Project Site, the Developer shall pay to the City the amount of \$250,000, which shall be deposited into the City's General Fund and used for any lawful purpose;

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(b) During the term of the Agreement:

(i) By the end of the fourth (4th) year following the City's acceptance and recording of the final plat for phase one of the Project and the dedication of the Public Infrastructure associated with phase one, there shall have been created not less than \$12.5 million of annualized payroll with respect to businesses located on the Project Site. If the above payroll target is not met (as determined based on the City audited annual wage reconciliation [Form W-3] for such year for each employer within Project Site, which is normally available by April 30 of the succeeding year), then the CRA exemption for buildings not yet constructed shall be terminated unless the Developer pays to the City, within sixty (60) days following notice by the City, accompanied by supporting documentation, that the payroll target has not been met, an amount equal to twice the difference between the annual City payroll taxes (based on a 1½% payroll tax) that would be payable with respect to \$12.5 million of payroll and the actual payroll taxes paid in that year with respect to businesses located on the Project Site.

(ii) By the end of the sixth (6th) year following the City's acceptance and recording of the final plat for phase one of the Project and the dedication of the Public Infrastructure associated with phase one, there shall have been created not less than \$22.5 million of annualized payroll with respect to businesses located on the Project Site. If the above payroll target is not met (as determined based on the Form W-3 for such year for each employer within Project Site, which is normally available by April 30 of the succeeding year), then the CRA exemption for buildings not yet constructed shall be terminated unless the Developer pays to the City, within sixty (60) days following notice by the City, accompanied by supporting documentation, that the payroll target has not been met, an amount equal to twice the difference between the annual City payroll taxes (based on a 1½% payroll tax) that would be payable with respect to \$22.5 million of payroll and the actual payroll taxes paid in that year with respect to businesses located on the Project Site; and

(iii) By the end of the eighth (8th) year following the City's acceptance and recording of the final plat for phase one of the Project and the dedication of the Public Infrastructure associated with phase one, there shall have been constructed at least 4.2 million square feet of space and there shall have been created not less than \$32.5 million of annualized payroll with respect to businesses located on the Project Site. If the above square footage and payroll targets are not met (with respect to the payroll target, as determined based on the Form W-3 for such year for each employer within Project Site, which is normally available by April 30 of the succeeding year), then the CRA exemption for buildings not yet constructed shall be terminated unless the City and the Developer reach a written agreement to continue the CRA exemption. If the above square footage and payroll targets are met, then the full benefit of the CRA exemption shall be available for any building constructed on the Project Site before the end of the twelfth (12th) year.

following the City's acceptance and recording of the final plat for phase one of the Project and the dedication of the Public Infrastructure associated with phase one.

For purposes of calculating whether the Project has met the payroll targets described above: (a) the annual payroll created by each employer within the Project Site shall be computed individually and the sum of all individual calculations shall be the "Annual Created Payroll of the Project;" and (b) payroll created by an employer that has relocated to the Project Site from another location in the City shall not be considered unless that City determines that the circumstances related to such employer's relocation to the Project Site warrant the inclusion of such payroll in the calculation. Each employer's annual payroll will be allocated based on its Form W-3 for the tax year that includes year 4, year 6 and year 8 as specified above. The allocation formula shall be as follows: Form W-3, Line 15 (Monroe Qualifying Wages) divided by the total months submitted (Lines 1 through 12) multiplied by 12.

3. Tax Increment Financing. Subject to approval by the School District (which approval shall be conditioned upon a compensation payment to the School District in an amount not greater than 40% of the Service Payments actually paid with respect to the Project Site) within thirty (30) days following the execution of this Agreement, (a) the City shall prepare and submit to City Council for consideration an ordinance implementing a 30-year, 100% tax increment financing ("TIF") program with respect to the Project Site, and (b) following the authorizations described in subclause (a) above, the parties shall enter into an agreement (the "TIF Agreement") with respect to the Project Site providing, among other things, for the owners of the Project Site to make service payments in lieu of taxes ("Service Payments"). The parties acknowledge that the TIF exemption for the Project Site shall not occur until the State of Ohio Department of Taxation has issued a final determination with respect to the Project Site in accordance with Section 5715.27, Ohio Revised Code. In addition, the City shall either (A) remove the Project Site from the existing TIF that currently covers the Project Site, or (B) overlay the new TIF over the existing TIF, the goal being to maximize the amount of Service Payments generated from the Project Site. The implementation of the TIF Agreement is intended to provide for the costs of the Public Infrastructure, as set forth in Section 3 hereof, to be completed to benefit the Project; provided that nothing contained in this Agreement shall be construed to require the City to allocate Service Payment to any of the costs of Public Infrastructure for which state law prohibits. The TIF may be structured as a "rolling" TIF commencing separately with respect the various parcels developing within the Project Site, in order to maximize the 30-year period of the TIF exemption for each parcel.

The City agrees that the use of TIF proceeds in connection with the Public Infrastructure is in the best interests of the City. The Developer, once it is the owner of the Project Site, will enter into the TIF Agreement with the City. The TIF Agreement shall not require the Developer to make any compensation payments to the School District.

The parties acknowledge that the provisions of O.R.C. Section 5709.91, which specify that the Service Payments shall be treated in the same manner as taxes for all purposes of the lien

described in O.R.C. Section 323.11, including but not limited to, the priority of the lien and the collection of Service Payments, shall apply to the TIF Agreement and shall be so reflected therein. The City and the Developer shall perform such acts as are reasonably necessary or appropriate to affect, claim, preserve, and maintain the exemptions from taxation granted under this Agreement and the TIF Agreement including, without limitation, joining in the execution of all documentation and providing any necessary certificates required in connection with such exemptions.

The TIF Agreement shall further require the Developer to prepare, execute, and file within the time periods set forth in the Ohio Revised Code such applications, documents, and other information with appropriate officials of the State, the City, or other public body as may be required to effect the exemption from real property taxation described in O.R.C. Section 5709.40 with respect to its portion of the Project Site. The TIF Agreement shall further require the Developer to cause exemption applications to be prepared and filed with respect to the Project Site in accordance with Section 5715.27, Ohio Revised Code. The City shall cooperate in such preparation and filing by the Developer, including, without limitation, executing such applications and documents as may be appropriate in assisting the Developer in obtaining such exemption.

After the TIF exemption has been approved, the Developer shall cause notice of the TIF and its obligations under the TIF Agreement to be recorded and prepared in accordance with the provisions of Ohio Revised Code Section 5709.911(C)(1), at the County Recorder of Warren County, Ohio.

4. Use of Service Payments. The TIF Agreement shall provide that Service Payments received from the Project Site shall be available to pay for all or a portion of the costs of the Public Infrastructure and, specifically, to pay debt service charges on Bonds (as defined in Section 6 hereof) issued to finance the Public Infrastructure, including costs of issuance of the Bonds. The TIF Agreement shall further provide that the Service Payments shall be used; first, to make the required payments to the School District, pursuant to the agreement between the City and the board of education of the School District (in an amount not greater than 40% of the Service Payments actually paid with respect to the Project Site); second, be used to pay debt service charges on the Bonds described herein in accordance with the terms of those Bonds; and third, to be used by the City to fund infrastructure improvements permitted by the TIF ordinance and Ohio law.

5. Special Assessments. In order to provide further security for the Bonds, the Developer shall petition the City for the imposition of a special assessment program with respect to the Project Site (the "Special Assessments"), which Special Assessments shall be imposed annually in an amount equal to the difference between the annual debt service charges on the Bonds and the amount of the Service Payments collected in that year. The City agrees to cooperate with the Developer to implement the Special Assessments program. The Special Assessments shall only be effective if the Bonds are issued.

6. Bonds. The City agrees to take all necessary steps to facilitate the financing of the Public Infrastructure, including entering into a cooperative agreement with another governmental

agency (the "Bonding Agency") as mutually agreed to by the City and the Developer. Subject to approval of the issuance of bonds or other obligations (the "Bonds") by the Bonding Agency, the Bonding Agency will issue the Bonds (in multiple series as necessary to phase the Public Infrastructure as indicated on the attached Exhibit D in coordination with the Project) to finance the Public Infrastructure, and the provision for payment of such Bonds from the Service Payments and, to the extent necessary, the Special Assessment; provided, however, that nothing contained in this Agreement shall require the City to issue its bonds to finance the Public Infrastructure and none of the obligations of the City under this Agreement shall constitute a general obligation, debt or bonded indebtedness of the City; and provided further, that nothing contained in this Section shall be construed as requiring the City or the Bonding Agency to finance Public Infrastructure that are not authorized by state law or would adversely affect the exclusion from gross income for federal tax purposes of interest on the Bonds. Subject to approval by the Bonding Agency and by bond counsel for the Bonding Agency, the principal amount of the Bonds shall be an amount not greater than the amount necessary to generate \$14,000,000 of project costs of the Public Infrastructure as identified on Exhibit D hereto (not including capitalized interest, reserve fund deposits, and costs of issuance of the Bonds), or such lesser amount of Bonds as determined by the Bonding Agency as can be secured by the Service Payments and Special Assessments. The City acknowledges that time is of the essence with respect to the financing of the Public Infrastructure, and the City agrees to use its best efforts to approve and facilitate the financing of the Public Infrastructure by no later than 45 days following the date that the Developer has purchased the Project Site.

7. Construction Standards. The Public Infrastructure contemplated by this Agreement shall be performed and completed by the Developer, its contractors and subcontractors, or any successors thereof, in a good and workmanlike manner using first-class materials in accordance with all applicable laws, ordinances, rules and regulations and related safety standards, including the specifications and standards of the City. Upon the commencement of any construction undertaken pursuant to this Agreement, the Developer must diligently pursue such construction to completion.

If, at the time of the execution of this Agreement, the City and the Developer have not yet finalized plans for the Public Infrastructure, the City reserves the right to review and approve, in a timely fashion, the design and engineering of the Public Infrastructure for consistency with City standards and specifications prior to the issuance of permits. The City will not unreasonably withhold any approvals as part of the review process.

8. Prevailing Wages. In constructing the Public Infrastructure, the Developer agrees to pay, and cause its contractors and subcontractors to pay, State of Ohio prevailing wage rates and adhere to a Building Construction Classification Prevailing Wage Schedule that shall be determined in accordance with the laws and regulations of the State of Ohio. The City will provide the prevailing wage coordinator for the construction of the Public Infrastructure.

9. Community Impact Assessment Waiver. The City currently imposes a community impact assessment, pursuant to Chapter 1284 of the Monroe Zoning Code, with respect to new development in the City. The City agrees to waive such assessment for any building constructed on the Project Site that is 150,000 square feet or larger.

10. Notices. Any notice or consent required or permitted to be given by or on behalf of either party to the other shall be given by mailing such notice or consent by United States certified or registered mail, postage prepaid and return receipt requested, or via a reputable express overnight mail service which provides proof of delivery addressed to the parties as set forth below or at such other address as may be specified from time to time in writing delivered to the other party. Notices shall be effective upon receipt or refusal, as the case may be.

If to the Developer: VH Monroe, LLC
5027 Madison Road, Suite 200
Cincinnati, OH 45227
Attn: J. Robert Smyjunas

If to the City: City of Monroe
P.O. Box 330
Monroe, Ohio 45050-0330
Attn: City Manager

11. Remedies.

(a) In General. Except as otherwise provided in this Agreement, in the event of any default in or breach of this Agreement by either party hereto, or any successor to such party, such party (or successor) shall, within 15 days of receipt of written notice from the other, proceed to cure or remedy such default or breach. In case such action is not taken or not diligently pursued, or the default or breach shall not be cured or remedied within a reasonable time, the aggrieved party may institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach, including, but not limited to, proceedings to compel specific performance by the party in default or breach of its obligations. All rights and remedies shall be cumulative and shall not be construed to exclude any other remedies allowed at law or in equity.

(b) Unforeseeable Delay. Neither party shall be considered in breach of its obligations under this Agreement due to unforeseeable causes beyond its reasonable control and without its fault or negligence, including, but not restricted to, acts of God, acts of the public enemy, acts of the Federal Government, orders of courts, acts of the other party, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather or delays of subcontractors due to such causes; it being the purpose and intent of this provision that in the event of the occurrence of any such unforeseeable delay, the time for performance of the obligations shall be extended for the period of the unforeseeable delay. The party seeking the benefit of the provisions of this subsection shall, within ten (10) calendar days after the beginning of any such unforeseeable delay, have first notified the other party thereof in writing, and of the cause or causes thereof, and requested an extension for the period of the unforeseeable delay. With respect to the Developer, delays or failures to perform due to lack of funds or the inability to procure labor or materials shall not be deemed unforeseeable delays beyond the reasonable control of the Developer.

12. Miscellaneous.

(a) Conflict of Interest; Representatives of the City Not Individually Liable. No official or employee of the City shall have any personal interest, direct or indirect, in this Agreement, nor shall any such official or employee participate in any decision relating to this Agreement which affects his or her personal interests or the interest of any corporation, partnership, or association in which he or she is, directly or indirectly, interested. No official or employee of the City shall be personally liable to the Developer, or any successor in interest, in the event of any default or breach by the City or for any amount or amounts which may become due to the Developer or any successor to the Developer or on any obligations under the terms and conditions of this Agreement.

(b) Severability. In the event that any portions, sections or subsections of this Agreement are rendered invalid by the decision of any court or by the enactment of any law, ordinance or regulation, such provision of this Agreement will be deemed to have never been included therein and the balance of the Agreement shall continue in full force and effect.

(c) Waiver. No consent or waiver, express or implied, by either party to or of any breach of any covenant, condition, or duty of the other party shall be construed as a consent or waiver to or of any other breach of the same or any other covenant, condition or duty to be observed by the other party.

(d) Authority. Each party to this Agreement hereby represents and warrants that it is, executing this Agreement with the full and proper authority and that the parties whose names appear hereon are duly authorized and empowered to make and execute this Agreement.

(e) Assignment. This Agreement shall be binding on the parties hereto and their respective successors and assigns. Any assignment of this Agreement by the Developer, other than to an affiliate entity, shall be subject to the prior written consent of the City, which consent shall not be unreasonably withheld. Any such assignment may only be made to a person or entity financially capable of completing the Improvements described herein and shall expressly provide that the assignee shall comply with all the terms and requirements of this Agreement.

(f) Merger and Amendment. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the Project and the Project Site, the Improvements, and the Public Infrastructure to be completed thereon, and contains all of the covenants, agreements, and other terms and conditions between the parties hereto with respect to the same. No waivers, alterations or modifications of this Agreement or any agreements in connection therewith shall be valid unless in writing and duly executed by all parties hereto.

(g) Counterparts; Captions. This Agreement may be executed in counterpart, and in several counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same Agreement. Captions have been provided herein for convenience only and shall not affect the construction or interpretation of this Agreement.

(h) Governing Law. This Agreement shall be governed by the laws of the State of Ohio.

(i) Language. The language in all parts of this Agreement shall in all cases be construed as a whole according to its fair meaning and not strictly for nor against either the City or the Developer. Section headings in this Agreement are for convenience only and are not to be construed as a part of this Agreement or in any way defining, limiting, or amplifying the provisions hereof. The City and the Developer agree that in the event any term, covenant, or condition herein contained is held to be invalid or void by any court of competent jurisdiction, the invalidity of such term, covenant, or condition shall in no way affect any other term, covenant, or condition herein contained.

(j) Recording. This Agreement shall be placed of record in the real estate records of the Recorder of the County of Warren, Ohio

(k) Termination. This Agreement shall terminate on the date that is twelve (12) years after the date of the City's acceptance and recording of the final plat for phase one of the Project and the dedication of the Public Infrastructure associated with phase one.

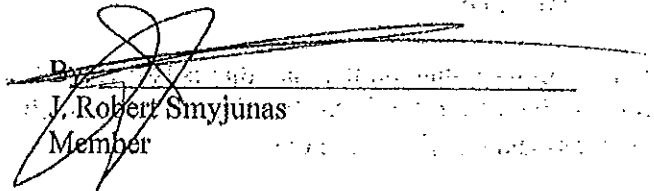
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The Developer has caused this Agreement to be duly executed by J. Robert Smyjunas, its Member, on the 30th day of July, 2007; and the City has caused this Agreement to be duly executed by William J. Brock, its City Manager, on the 3/31 day of July, 2007 as authorized by Ordinance No. 2007-16.

CITY OF MONROE, OHIO

By: 
William J. Brock, P.E.
City Manager

VH MONROE, LLC

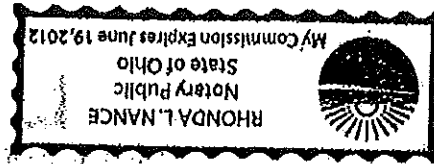
By: 
J. Robert Smyjunas
Member

BOOK 4515 PAGE 558

STATE OF OHIO)

COUNTY OF Warren)

SS:



The foregoing instrument was acknowledged before me this 30 day of July, 2007, by J. Robert Smijunas, member of Vandercar Holdings, LLC, an Ohio limited liability company, on behalf of VH Monroe, LLC, an Ohio limited liability company.

Rhonda L. Nance
Notary Public

STATE OF OHIO)

COUNTY OF BUTLER)

SS:

The foregoing instrument was acknowledged before me this 31st day of July, 2007, by William J. Brock, City Manager of the City of Monroe, an Ohio municipal corporation, on behalf of the municipal corporation.



Angela S. Wasson
Notary Public
In and for the State of Ohio
My Commission Expires Sept. 4, 2007

This instrument prepared by City of Monroe, 233 South Main Street, P. O. Box 330, Monroe, Ohio 45050-0330
513-539-7374

BOOK 4515 PAGE 559

EXHIBIT A

DESCRIPTION OF PROJECT SITE

CAN NOT IDENTIFY

LEGAL DESCRIPTION

429.613 ACRES

Survey Not on File
PT. 11-05-400-016
907

O'NEAL
BF
Map 22
Situating in Sections 4 & 5, Town 3 East, Range 3 North, City of Monroe, Turtlecreek Township, Warren County, Ohio and being part of an original 778.5945 acre parcel conveyed to Corridor 75 Park, Ltd. in O.R. 1226, Pg. 23 and being more particularly described as follows:

Beginning at a stone found at the southeast corner of Section 5 and the northeast corner of Section 4;

Thence along the southerly line of Section 5 and northerly line of Section 4 and the centerline of Union Road (30' R/W), N84°38'08"W a distance of 340.44 feet to a 5/8" iron pin found;

Thence along the centerline of Union Road, S06°08'12"W a distance of 2477.08 feet to a PK nail found in the centerline of Nickel Road (60' R/W);

Thence along the centerline of Nickel Road the following seven courses:

- 1.) N84°39'19"W a distance of 107.51 feet to a PK nail found;
- 2.) S75°42'32"W a distance of 157.66 feet to a Mag nail set;
- 3.) S82°07'59"W a distance of 114.38 feet to a PK nail found;
- 4.) N87°02'16"W a distance of 129.57 feet to a PK nail found;
- 5.) N77°28'21"W a distance of 256.94 feet to a PK nail found;
- 6.) N80°55'25"W a distance of 156.60 feet to a PK nail found;
- 7.) N84°15'16"W a distance of 962.82 feet to a railroad spike found;

Thence along a westerly line of the above referenced 778.5945 acre parcel and an easterly line of a 212.0746 acre parcel conveyed to Marilyn Shipe in O.R. 3365, Pg. 739, N05°54'25"E a distance of 2513.06 feet to a 1" iron bar found in the southerly line of Section 5 and northerly line of Section 4;

Thence along the southerly line of Section 5 and northerly line of Section 4 the following three courses:

- 1.) N84°38'08"W a distance of 491.07 feet to a concrete monument found;
- 2.) N84°38'20"W a distance of 1335.85 feet to a concrete monument found;
- 3.) N83°56'11"W a distance of 367.96 feet to a 5/8" iron pin set;

Thence along new division lines through said 778.5945 acre parcel the following twelve courses:

- 1.) N16°33'11"W a distance of 275.70 feet to a 5/8" iron pin set;
- 2.) N35°06'00"E a distance of 417.58 feet to a 5/8" iron pin set;
- 3.) N72°00'00"W a distance of 165.00 feet to a 5/8" iron pin set;
- 4.) N13°12'10"E a distance of 1184.16 feet to a 5/8" iron pin set;
- 5.) S81°49'19"E a distance of 795.94 feet to a 5/8" iron pin set;

- 6.) N44°37'10"E a distance of 994.00 feet to a 5/8" iron pin set;
- 7.) S60°00'00"E a distance of 205.00 feet to a 5/8" iron pin set;
- 8.) N02°27'00"E a distance of 190.00 feet to a 5/8" iron pin set;
- 9.) N71°34'00"E a distance of 255.00 feet to a 5/8" iron pin set;
- 10.) N10°55'00"W a distance of 269.45 feet to a 5/8" iron pin set;
- 11.) N49°54'58"E a distance of 522.82 feet to a 5/8" iron pin set;
- 12.) N60°57'45"E a distance of 2088.47 feet to a 5/8" iron pin set in the westerly right of way line of the Indiana & Ohio Railroad Company as recorded in O.R. 374, Pg. 72;

Thence along the westerly right of way line of the Indiana & Ohio Railroad, S41°46'29"E a distance of 672.31 feet to a 1" iron pin found in the easterly line of Section 5;

Thence along the easterly line of Section 5, S05°47'37"W a distance of 434.32 feet to a concrete monument found in the centerline of Union Road;

Thence continuing along the centerline of Union Road, S05°47'15"W a distance of 1051.35 feet to a PK nail found;

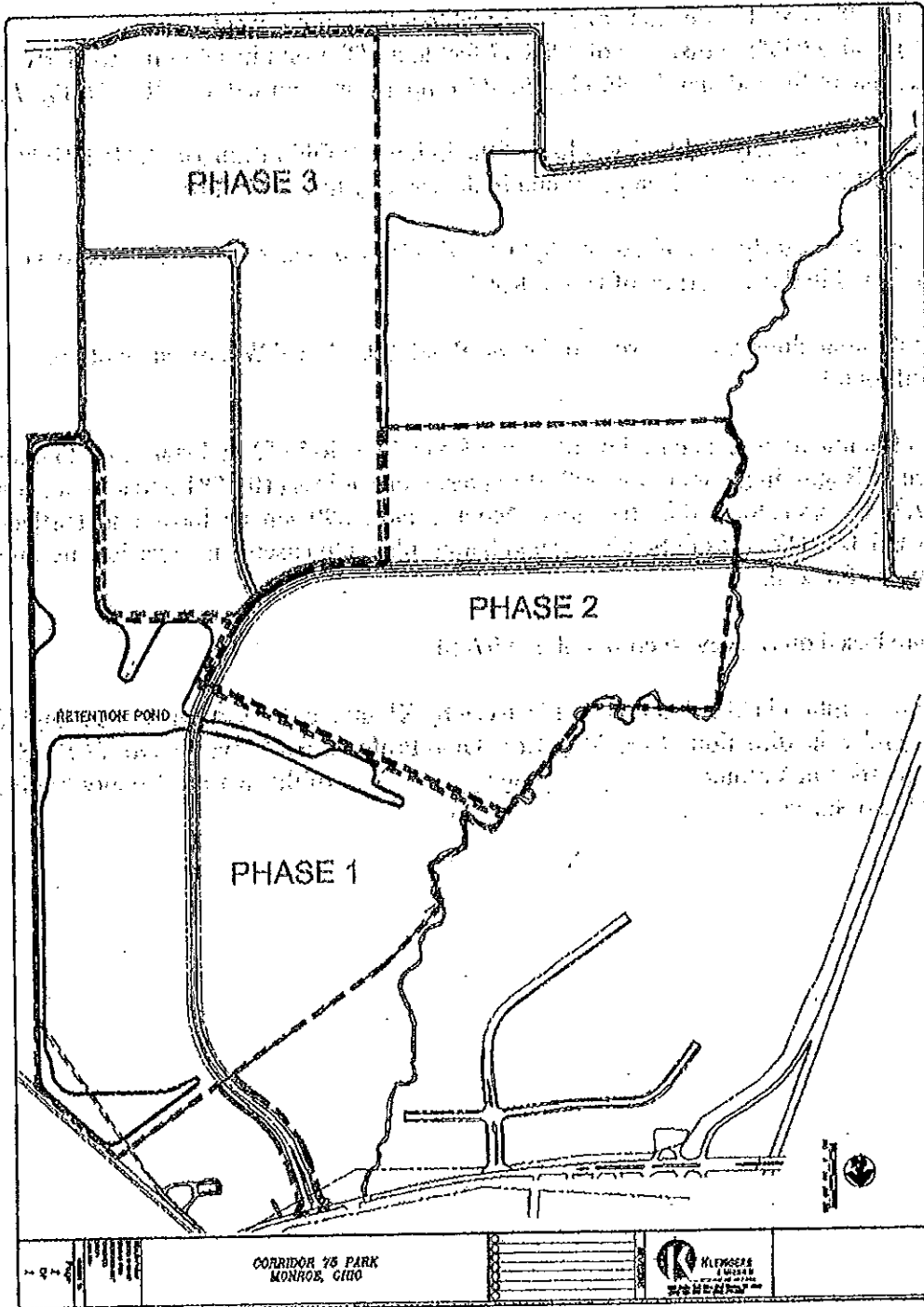
Thence continuing along the centerline of Union Road, S05°46'53"W a distance of 2638.09 feet to the Point of Beginning, containing 429.613 acres, more or less (108.581 acres in Section 4, of which 107.282 acres is located in the City of Monroe and 1.299 acres is located in Turtlecreek Township and 321.032 acres in Section 5) and being subject to easements, restrictions, and rights-of-way of record.

Bearings are based on Survey Record Volume 97-14

The above description is based upon a field survey by Kleingers & Associates, Inc., Engineers & Surveyors, under the direction of David L. Cox, Ohio Professional Surveyor No. 7101. Said survey is recorded in Volume _____ Page _____ of the Warren County Engineers Record of Land Surveys.

BOOK 4515 PAGE 561

PRELIMINARY PLAT



BOOK 4515 PAGE 562

B-1

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (the "Declaration") is made this ____ day of _____, 2007 by VH MONROE, LLC, an Ohio limited liability company ("Declarant").

A. Declarant is the owner of certain real property located in the City of Monroe, Warren County, Ohio and more particularly described in Exhibit A attached hereto and made a part hereof (the "Property").

B. Declarant desires that the Property shall be held, sold and conveyed subject to the covenants, conditions and restrictions contained herein.

C. Prior to the date hereof, the Declarant entered into that certain Development Agreement dated as of _____, 2007 by and between the City of Monroe, an Ohio municipal corporation (the "City") and the Declarant ("Development Agreement"). The terms of the Development Agreement require the Declarant to impose the restrictions on the ownership and development of the Property as provided in this Declaration for the benefit of the City.

NOW, THEREFORE, in consideration of the premises and for the purpose of enhancing and protecting the value, desirability and attractiveness of the Property, Declarant hereby declares that the Property shall be held, sold and conveyed subject to this Declaration.

SECTION 1:

DEFINITIONS

"Applicable Laws" means the statutes, laws, ordinances, rules, regulations, codes, common law, permits and orders of any governmental or quasi-governmental entity having jurisdiction over the Property.

"Owner" shall mean the fee simple owner of all or any portion of a Parcel.

"Parcel" shall mean that portion of the Property owned by an Owner, and its successors and assigns.

"Tenant" shall mean any person occupying any Parcel pursuant to a written or oral lease agreement with the Owner thereof or with any other person or entity claiming under the Owner.

BOOK 4515 PAGE 563

SECTION 2.

COVENANTS AND RESTRICTIONS OF USE AND OCCUPANCY

2.1 Prohibited Uses. The following operations and uses shall not be permitted on any Parcel subject to this Declaration:

- (a) Residential use of any type;
- (b) Trailer courts or recreation vehicle campgrounds;
- (c) Junk yards and wrecking yards;
- (d) Mining, drilling for, or removing oil, gas or other hydrocarbon substances;
- (e) Refining of petroleum or of its products;
- (f) Commercial excavation of building or construction materials, provided that this prohibition shall not be construed to prohibit any excavation necessary in the course of construction;
- (g) Distillation of bones;
- (h) Dumping, disposal, incineration, or reduction of garbage, sewage, offal, dead animals or other refuse;
- (i) Fat rendering;
- (j) Cemeteries;
- (k) Jail or honor farms;
- (l) Labor or migrant worker camps;
- (m) Automobile, go-cart, motorcycle, or quarter-midget race tracks or other race tracks;
- (n) Adult entertainment establishments, adult arcade, adult cabaret, adult book store, adult entertainment facility, adult theater, adult drive-in theater, adult mini motion picture theater, adult motion picture theater, adult motel, adult video store, nude model studio, sexually oriented business or any other commercial act involving nudity, semi-nudity or sexual orientation; and

BOOK 4515 PAGE 564

(o) Refueling truck stops;

2.2 Restrictions. No portion of property as described in Exhibit A (the "Restricted Area") shall be used for or permit the following uses:

(a) farming uses involving liquid manure and tilling methods not generally accepted as good farming practice in the geographic area of the Restricted Area;

(b) liquor store or other sale of alcoholic beverages, except for on-premises consumption as part of a permitted restaurant use and except for the ancillary sale of liquor, beer and wine pursuant to an otherwise permitted use hereunder;

(c) any vibration, noise, sound or other disturbance that is reasonably objectionable due to intermittence, beat, frequency, shrillness or loudness;

(d) any obnoxious emission of odors or of noxious, caustic or corrosive matters, whether toxic or non-toxic, gas, fumes or smoke, this will not preclude the use of any vehicles or methods of transportation;

(e) any litter, dust, dirt or fly ash in excessive quantities (except as necessary for typical grading purposes);

(f) any unusual firing, explosion or other damaging or dangerous hazard, including the storage, display or sale of explosives or fireworks;

(g) any recycling facility, truck terminal or petroleum stockyard;

(h) any auction, public sale or other auction house operation other than charitable sales by schools, churches or other charitable educational organizations, provided that the same are conducted in compliance with all governmental regulations;

(i) any raising, breeding, slaughtering or keeping animals or poultry of any kind, except for (i) a veterinary hospital or animal care center (provided there is no outdoor boarding of animals) and (ii) security watchdogs kept for security purposes;

(j) any free standing automobile body/fender repair shop, transmission shop, or similar free standing use; and

(k) any commercial laundry or dry cleaning plant, self-serve laundromat, self-serve car washing establishment, massage parlor, stand alone billiard establishment, night club (excluding venues run as family or adult

entertainment centers such as, for example, Dave & Busters), or dance club (excluding dance studios where teaching or recreational dancing is done).

2.3 No portion of the Parcel shall be developed with metal buildings; provided, however, that this provision is not intended to limit the use of metal as an architectural feature or detail of buildings within the Parcel (e.g., exterior building trim, etc.).

SECTION 3.

MISCELLANEOUS

3.1 City As Intended Beneficiary. Declarant hereby certifies that the City is an intended third party beneficiary of the terms and conditions of this Declaration and, as such, shall have all right and interest to enforce the terms and conditions hereof. As such, the City agrees that, upon not less than ten (10) business days prior written request, the City shall issue an estoppel certificate certifying that the Property is in compliance with the terms and conditions of this Declaration, and that the Declaration is in full force and effect without modification.

3.2 Duration. The restrictions set forth in this Declaration shall be covenants running with the land and shall bind the Property and every part thereof, and shall (regardless of whether any such beneficiary owns an interest in any Parcel) inure to the benefit of and be enforceable by, the Declarant, the City and each Owner and Tenant and their legal representatives, heirs, devisees, successors and assigns, and, except as otherwise provided herein, shall continue in full force and effect for twenty (20) years from the date on which this Declaration is first recorded in the Recorder's Office of Warren County, Ohio. Thereafter, except as otherwise provided herein, the restrictions contained in this Declaration shall be automatically renewed for successive ten-year periods unless amended or terminated as provided in this Section 3.

3.3 Amendment or Termination. Any provision of this Declaration may be amended in whole or in part or terminated by a recorded instrument approved by (i) the Owners of at least 75% of all Parcels, (ii) the Declarant and (iii) the City.

3.4 No Reverter. No covenant, condition, restriction or reservation or easement contained in this Declaration is intended to create, or shall be construed as creating, a condition subsequent or a possibility of reverter.

3.5 Invalidity. The determination by a court of competent jurisdiction that any provision of this Declaration is invalid for any reason shall not affect the validity of any other provision hereof.

3.6 Headings. The headings of the Sections are for convenience only and shall not affect the meaning or construction of the contents of this Declaration.

3.7 Gender. Throughout this Declaration, the masculine gender shall be deemed to include the feminine and neuter, and the singular the plural, and vice versa.

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3.8 Conflict. In the event of a conflict between the restrictions set forth in this Declaration or any one or more of them and other private restrictions which may be recorded before or after this Declaration, the more restrictive restriction, covenant, condition, easement or other obligation shall control.

3.9 Covenants Running with Land. This Declaration and all amendments hereto (a) shall be, and shall be construed as, covenants running with the land, (b) shall be binding upon Declarant, any mortgagee, each Owner, each Tenant and all claiming under each Owner, or Tenant, and (c) shall (regardless of whether or not any such beneficiary owns an interest in any Parcel) inure to the benefit of and be enforceable by (i) Declarant, (ii) the City, and (iii) each Owner and all claiming under each Owner.

IN WITNESS WHEREOF, Declarant has caused this Declaration to be executed by its duly authorized officer as of the day and year first above written.

VH MONROE, LLC

By: _____
Printed Name: _____
Title: _____

STATE OF OHIO)

)SS:

COUNTY OF HAMILTON)

The foregoing Declaration was acknowledged before me this _____ day of _____, 2007 by _____, the _____ of VH Monroe, LLC, an Ohio limited liability company, on behalf of such company.

Notary Public

My commission expires: _____

BOOK 4515 PAGE 567

EXHIBIT A

LEGAL DESCRIPTION
429.613 ACRES

Situated in Sections 4 & 5, Town 3 East, Range 3 North, Turtlecreek Township, Warren County, Ohio and being part of an original 778.5945-acre parcel conveyed to Corridor 75 Park, Ltd. in O.R. 1226, Pg. 23 and being more particularly described as follows:

Beginning at a stone found at the southeast corner of Section 5 and the northeast corner of Section 4;
Thence along the southerly line of Section 5 and northerly line of Section 4 and the centerline of Union Road (30' R/W), N84°38'08"W a distance of 340.44 feet to existing iron pin found;

Thence along the centerline of Union Road, S06°08'12"W a distance of 2477.08 feet to a PK nail found in the centerline of Nickel Road (60' R/W);

Thence along the centerline of Nickel Road the following seven courses;

- 1.) N84°39'19"W a distance of 107.51 feet to a railroad spike set;
- 2.) S75°42'32"W a distance of 157.66 feet to a railroad spike set;
- 3.) S82°07'59"W a distance of 114.38 feet to a railroad spike set;
- 4.) N87°02'16"W a distance of 129.57 feet to a railroad spike set;
- 5.) N77°28'21"W a distance of 256.94 feet to a railroad spike set;
- 6.) N80°55'25"W a distance of 156.60 feet to a railroad spike set;
- 7.) N84°15'16"W a distance of 962.82 feet to a railroad spike found;

Thence N05°54'25"E a distance of 2513.06 feet to a 5/8" iron pin set (capped "Kleingers") in the southerly line of Section 5 and northerly line of Section 4;

Thence along the southerly line of Section 5 and northerly line of Section 4 the following three courses:

- 1.) N84°38'08"W a distance of 491.07 feet to a 5/8" iron pin set (capped "Kleingers");
- 2.) N84°38'20"W a distance of 1335.85 feet to a 5/8" iron pin set (capped "Kleingers");
- 3.) N83°56'11"W a distance of 367.96 feet to a 5/8" iron pin set (capped "Kleingers");

Thence along new division lines through said 778.5945 acre parcel the following twelve courses:

- 1.) N16°33'11"W a distance of 275.70 feet to a 5/8" iron pin set (capped "Kleingers");
- 2.) N35°06'00"E a distance of 417.58 feet to a 5/8" iron pin set (capped "Kleingers");
- 3.) N72°00'00"W a distance of 165.00 feet to a 5/8" iron pin set (capped "Kleingers");
- 4.) N13°12'10"E a distance of 1184.16 feet to a 5/8" iron pin set (capped "Kleingers");
- 5.) S81°49'19"E a distance of 795.94 feet to a 5/8" iron pin set (capped "Kleingers");
- 6.) N44°37'10"E a distance of 994.00 feet to a 5/8" iron pin set (capped "Kleingers");
- 7.) S60°00'00"E a distance of 205.00 feet to a 5/8" iron pin set (capped "Kleingers");
- 8.) N02°27'00"E a distance of 190.00 feet to a 5/8" iron pin set (capped "Kleingers");
- 9.) N71°34'00"E a distance of 255.00 feet to a 5/8" iron pin set (capped "Kleingers");
- 10.) N10°55'00"W a distance of 269.45 feet to a 5/8" iron pin set (capped "Kleingers");
- 11.) N49°54'58"E a distance of 522.82 feet to a 5/8" iron pin set (capped "Kleingers");
- 12.) N60°57'45"E a distance of 2088.47 feet to a 5/8" iron pin set (capped "Kleingers") to the westerly right of way line of the Indiana & Ohio Railroad Company recorded in O.R. 242, Pg. 866;

Thence along the westerly right of way line of the Indiana & Ohio Railroad, S41°46'29"E a distance of 672.31 feet to a 5/8" iron pin set (capped "Kleingers") to the easterly line of Section 5;

Thence along the easterly line of Section 5, S05°47'37"W a distance of 434.32 feet to a railroad spike set in the centerline of Union Road;

Thence continuing along the centerline of Union Road, S05°47'15"W a distance of 1051.35 feet to a railroad spike set;

Thence continuing along the centerline of Union Road, S05°46'53"W a distance of 2638.09 feet to the Point of Beginning, containing 429.284 acres, more or less (108.581 acres in Section 4 and 321.032 acres in Section 5) and being subject to easements, restrictions, and rights-of-way of record.

Bearings are based on Survey Record Volume 97-14

The above description is based upon a field survey by Kleingers & Associates, Inc., Engineers & Surveyors, under the direction of David L. Cox, Ohio Professional Surveyor No. 7101.

BOOK 4515 PAGE 568

DESCRIPTION OF PUBLIC INFRASTRUCTURE

Phase 1:

- Grading necessary to create public road sub-grade and to create regional retention/flood control pond.
- Construction of approximately 3,600 lineal feet of new public road (5-lane asphalt section with concrete curb and gutter and center grass median in locations not containing a center turn lane) from SR 63, including turn lanes, etc. from SR 63
- Construction of a temporary road from SR 63 to Union Road and vacation of Union Road
- Construction of first phase public sanitary sewer, storm sewer and water mains (including fire protection water)
- Installation of first phase street lighting and landscaping

Phase 2:

- Construction of approximately 3,675 lineal feet of new public road (5-lane asphalt section with concrete curb and gutter) including structure for crossing of Miller's Creek
- Construction of second phase public sanitary sewer, storm sewer and water mains (including fire protection water)
- Installation of second phase street lighting and landscaping

Phase 3:

- Construction of approximately 3,250 lineal feet of new public road (3-lane asphalt section with concrete curb and gutter)
- Construction of third phase public sanitary sewer, storm sewer and water mains (including fire protection water)
- Installation of third phase street lighting and landscaping

Offsite Improvements:

- Construction of right-turn deceleration lane on eastbound State Route 63 at site entrance (Butler-Warren Road Extension)
- Installation of a new full-build high-speed pre-emption traffic signal

BOOK 4515 PAGE 569

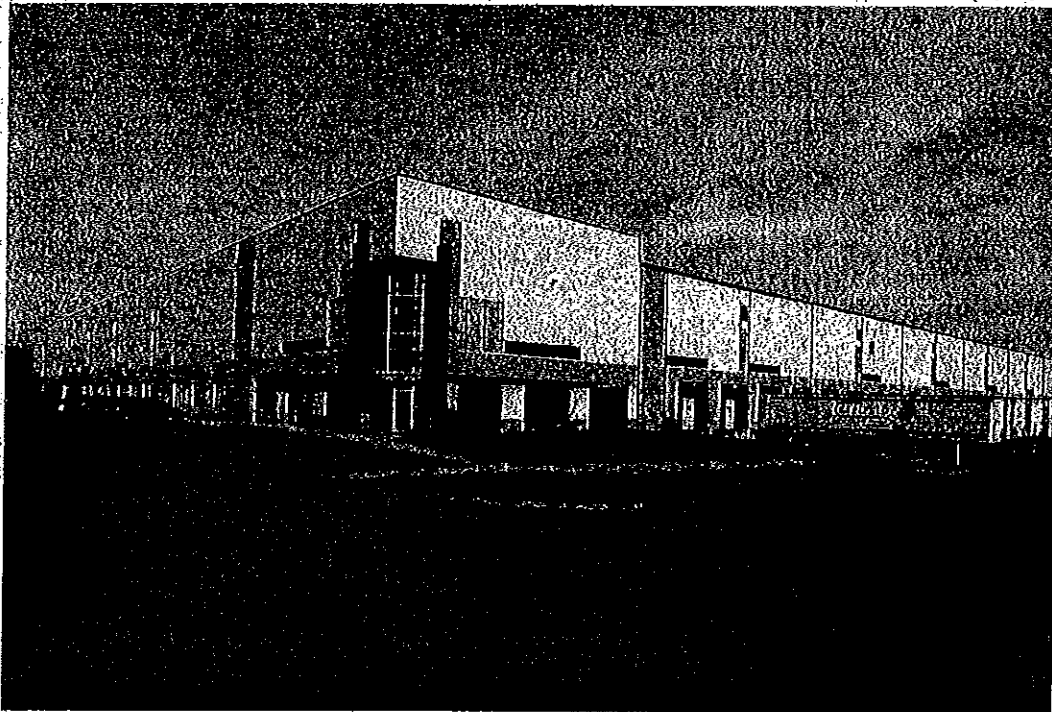
With respect to the above-referenced Public Infrastructure:

- Construction of public streets shall include, as specified on the preliminary Proposed Plat, costs of:
 - Soil stabilization necessary for road improvements.
 - Paving, curbs and gutters, underdrains, sidewalks and bike paths etc.
 - Storm drainage system for streets.
 - Bridges or box culverts necessary for streets to traverse drainageways.
 - Traffic signalization including power and controls for all public streets.
 - Street landscaping, berming, irrigation system, and power and water supply and controls, etc.
 - Street lights including power and controls.
 - Traffic control signage for all streets.
 - Street striping and directional signage.
 - Grading for all streets.
- Costs of the Public Infrastructure shall include:
 - Costs of studies, testing, design and permitting for all streets, storm and sanitary systems and other items.
 - Interest on the Bonds for the first three years.
 - Funding of a debt service reserve fund for the Bonds.
 - All costs associated with the creation of the TIF and the issuance of the Bonds, including underwriting, legal fees, etc.

BOOK 4515 PAGE 570

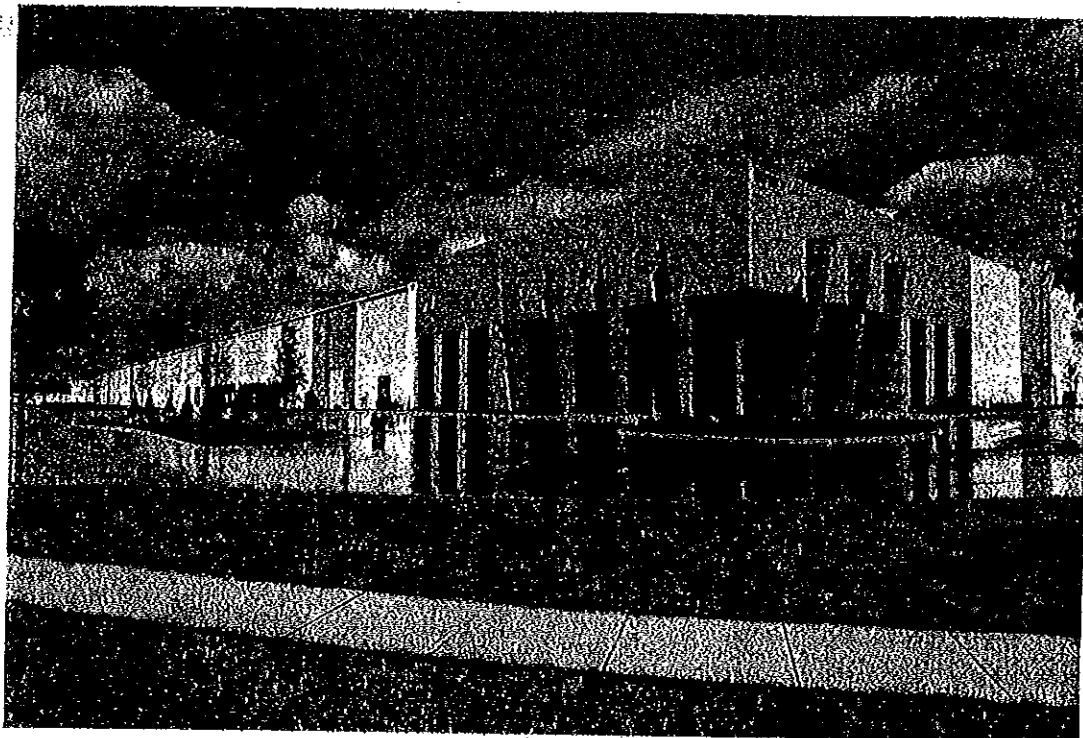
EXHIBIT E

TYPICAL BUILDING FACADES USED IN PROJECT



E-1

BOOK 4515 PAGE 571



BETH DECKARD - WARREN COUNTY REGISTER
 Doc #: 653826 Type: MBRMT
 Filed: 8/07/2007 13:14:35 \$ 226.00
 OR Volume: 4515 Page: 545 Return: M
 Recd: 14697
 CITY OF MONROE Pages: 28

BOOK 4515 PAGE 572

E-2

Exhibit B

Project Site

[See Attached]

Exhibit C

Legal Description

[See Attached]

Exhibit C

Legal Description of the Site

Situated in Section 4, Town 3 East, Range 3 North, Turtlecreek Township, City of Monroe, Warren County, Ohio, being all of Lot 9 of Park North Phase Two as recorded in P.B. 91 Pgs. 11-12 of the Warren County, Ohio Recorder's Office and being more particularly described as follows:

Beginning at the northeast corner of Lot 9;

Thence the following four (4) courses:

1. S05°54'25"W a distance of 1128.06 feet;
2. N84°05'35"W a distance of 788.35 feet;
3. N05°54'25"E a distance of 1238.06 feet;
4. S84°05'35"E a distance of 788.35 feet to the point of beginning.

Containing 22.4063 acres, more or less and being subject to easements, restrictions and rights of way of record.

Bearings are based on P.B. 91 Pgs. 11-12.

Warren County Parcel Number 1104200008~~1~~ / ~~11042000082~~

**DESCRIPTION NOT
FOR TRANSFER**

6-11-05
BY TR
12 Map Dept 10

Exhibit D

Application

[See Attached]



233 South Main Street
Monroe, Ohio 45050
(513) 539 - 7374
www.monroeohio.org

City of Monroe

Application for a Community Reinvestment Area (CRA) Abatement

Applicant Information

Name of applicant: MREIC MONROE OH, LLC

Current address of applicant:

Telephone number: 732-577-4046

Email address: rmolke@mreic.com

Project Information

Address of project: 201 EXPLORATION DRIVE, MONROE OH 45050

Does the project involve a structure or site of historical or architectural significance?
(If yes, attached written certification of such by the designating agency or authorized agent.)

☐ Yes

☒ No

Exemption sought For: New Construction

Describe the nature of the businesses to be conducted at the project site:

EXPANSION OF EXISTING AUTOMOTIVE PARTS MANUFACTURING USE, INCLUDING ENGINEERING, SALES, PRODUCTION, AND WAREHOUSING (BUILDING IS LEASED TO UGN)

Estimated project starting date: JUNE 1, 2018

Estimated project completion date: JUNE 1, 2019

Reasons for requesting the tax abatement
(be as specific and quantitative as possible):

THIS TAX ABATEMENT IS NECESSARY TO REMAIN COMPETITIVE AND SECURE THE EXPANSION AT THE UGN-MONROE FACILITY INSTEAD OF ANOTHER UGN FACILITY (SPECIFICALLY UGN-VALPARAISO)

Estimated investment at the project site as a result of the proposed project:

Real Property Improvements:

New Construction:

\$8,000,000.00

New Machinery & Equipment:

\$2,250,000.00

New Inventory:

Total New Project Investment: 10,250,000



233 South Main Street
Monroe, Ohio 45050
(513) 539 - 7374
www.monroeohio.org

City of Monroe

Application for a Community Reinvestment Area (CRA) Abatement

Project Information (Employees/Hiring Timeline)

Does the business have any employees, inventory, machinery, or other assets in Ohio? ☒ Yes ☐ No

If yes, are any of those employees, inventory, machinery or other assets going to be reduced or relocated due to this project?

☐ Yes ☒ No

Time Period Anticipated for New Hires (per year): 5 (2018), 106 (2019)

Estimated number of full-time jobs created: 111 Annual payroll attributed to newly created employees: \$6,000,000

Estimated number of full-time jobs retained: 234 Annual payroll attributed to retained employees: \$8,200,000

The applicant believes that the information contained in this application and any attachments is complete and correct.

Signature:

Michael Prashad

Date:

6/22/18

Name and Title:

~~RICHARD MOLKE~~ Michael Prashad

Company:

~~VP OF ASSET MANAGEMENT~~ Secretary and In-house Counsel
Monmouth Real Estate Investment Corp.
Sole member of MREIC Monroe OH, LLC

As required by the Ohio Development Services Agency, a check for \$750.00 must accompany this application. Checks must be made payable to "Ohio Development Services Agency".

Exhibit E

Approved Form of Assignment and Assumption

[See Attached]

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (the “Assignment”), made and entered into as of [] [], 20[], by and between [] (the “Assignor”) and [] (the “Assignee”).

WITNESSETH THAT:

WHEREAS, the City of Monroe, Ohio, an Ohio municipal corporation (the “City”), and Mountain Monroe OH LLC, a Delaware limited liability company, have made and entered into a First Amended and Restated Community Reinvestment Area Agreement (the “CRA Agreement”) dated as of [] [], 2025, which was filed for recording with the Butler County Recorder on [] [], 2025 and recorded as Instrument No. [].

WHEREAS, Assignor has transferred the property described in Exhibit A attached hereto (the “Transferred Property”), to the Assignee; and

WHEREAS, Assignee is a Transferee, as defined in the CRA Agreement; and

WHEREAS, with respect to the Transferred Property, the Assignor desires to transfer and assign the benefits and obligations of the CRA Agreement to the Assignee for its benefit, and in consideration of and in reliance on that assignment and transfer, the Assignee is willing to assume the rights, benefits, and obligations on the CRA Agreement; and

WHEREAS, the terms of the CRA Agreement require each Transferee to execute and deliver to the City an Assignment and Assumption Agreement in form hereof (or otherwise reasonably satisfactory to the City of Monroe); and

WHEREAS, the terms of the CRA Agreement require the City to execute and deliver to the City an Assignment and Assumption Agreement and to deliver an original thereof to the Transferee.

NOW, THEREFORE, in the joint and mutual exercise of their powers, and in consideration of the mutual covenants contained in this Assignment and for other valuable consideration, the Assignor and the Assignee recite and agree as follows:

SECTION 1. Assignments and Assumption.

- (a) With respect to the Transferred Property, the Assignor hereby absolutely, unconditionally, and irrevocably assigns, conveys, and transfers, without recourse, to the Assignee, for the benefit of the Assignee as a Transferee, the respective rights, benefits, and the performance of duties under the CRA Agreement to Assignee.

- (b) Assignee absolutely and irrevocably accepts such assignment and transfer of the respective share of Assignor's rights and hereby assumes all of the obligations of the Assignor under the CRA Agreement with respect to the Transferred Property, as defined in the CRA Agreement, and certifies as to the validity of the representations, warranties, and covenants contained both in the CRA Agreement and in this Assignment.

[Balance of Page Intentionally Omitted]

IN WITNESS WHEREOF, the parties have executed this Assignment on the dates of their respective acknowledgements as of the date first written hereinabove.

[ASSIGNOR CORPORATE NAME]
[Assignor Corporate Status]

By_____

Title_____

[ASSIGNEE CORPORATE NAME]
[Assignee Corporate Status]

By_____

Title_____

Approved:

CITY OF MONROE, OHIO

By_____

Title_____

Exhibit A
To Assignment and Assumption Agreement

Transferred Property

[See Attached]

ESTOPPEL CERTIFICATE

[_____] [____], 2025

NEW YORK LIFE INSURANCE COMPANY
c/o New York Life Real Estate Investors
51 Madison Avenue
New York, New York 10010-1603
Attn: Senior Director – Loan Management
Loan No. 374-1293

MOUNTAIN MONROE OH LLC
c/o The RMR Group LLC
Two Newton Place
255 Washington Street
Newton, MA 02458
Attention: Yael Duffy

RE: 201 Exploration Drive, Monroe, Ohio 45050
Warren County Auditor Parcel Numbers 11042000081, 11042000082,
11042000083, and 11042000084

Reference is made to (i) that certain First Amended and Restated Community Reinvestment Area Agreement (the “2014 CRA A&R Agreement”) made effective as of the date first set forth above (the “Effective Date”) by and between MOUNTAIN MONROE OH LLC, a Delaware limited liability company (the “Borrower”), and the CITY OF MONROE, OHIO, an Ohio municipal corporation (the “City”), which such 2014 CRA A&R Agreement is to be indexed in the official records of the Recorder’s Office of Warren County, Ohio (the “Recorder’s Office”) and (ii) that certain First Amended and Restated Community Reinvestment Area Agreement (the “2018 CRA A&R Agreement,” together with the 2014 CRA A&R Agreement, collectively, the “Agreements”) made effective as of the Effective Date by and between the Borrower and the City, which such 2018 CRA A&R Agreement is to be indexed in the Recorder’s Office.

The City hereby certifies the following information to NEW YORK LIFE INSURANCE COMPANY, a New York mutual insurance company (the “Lender”), and the Borrower, only as of the Effective Date and not thereafter, to the actual knowledge of the City official executing this Estoppel Certificate (the “Certificate”):

1. The Agreements are in full force and effect and have not been modified or amended except by the instruments referred to above.
2. The Borrower is in compliance with the terms and conditions of the Agreements.
3. The undersigned individual hereby certifies that he or she is duly authorized to sign, acknowledge, and deliver this Certificate on behalf of the City, although the undersigned

individual shall have no personal liability under this Certificate under any circumstances whatsoever.

The truth and accuracy of the certifications contained in this Certificate may be relied upon by the Lender and the Borrower, and said certifications shall be binding upon the City and its successors and assigns and shall inure to the benefit of the Lender and the Borrower.

[remainder of page intentionally left blank; signature page to follow]

IN WITNESS WHEREOF, the City has executed this Certificate to be effective as of the Effective Date.

CITY OF MONROE, OHIO
an Ohio municipal corporation

By: _____
Name: Larry Lester
Title: City Manager

NOTICE TO LEGISLATIVE
AUTHORITY

OHIO DIVISION OF LIQUOR CONTROL
6806 TUSSING ROAD, P.O. BOX 4005
REYNOLDSBURG, OHIO 43068-9005
(614)644-2380 FAX(614)644-3188

TO

48851000005		NEW	KROGER FULFILLMENT LLC 6266 HAMILTON LEBANON RD MONROE OH 45044
PERMIT NUMBER		TYPE	
ISSUE DATE			
04 17 2025			
FILING DATE			
C1 C2		PERMIT CLASSES	
09	066	A	E50698
TAX DISTRICT		RECEIPT NO.	

FROM 04/21/2025

PERMIT NUMBER		TYPE	
ISSUE DATE			
FILING DATE			
PERMIT CLASSES			
TAX DISTRICT	RECEIPT NO.		



MAILED 04/21/2025

RESPONSES MUST BE POSTMARKED NO LATER THAN.

05/22/2025

IMPORTANT NOTICE

PLEASE COMPLETE AND RETURN THIS FORM TO THE DIVISION OF LIQUOR CONTROL

WHETHER OR NOT THERE IS A REQUEST FOR A HEARING.

REFER TO THIS NUMBER IN ALL INQUIRIES

A NEW 4885100-0005

(TRANSACTION & NUMBER)

(MUST MARK ONE OF THE FOLLOWING)

WE REQUEST A HEARING ON THE ADVISABILITY OF ISSUING THE PERMIT AND REQUEST THAT
THE HEARING BE HELD ☐ IN OUR COUNTY SEAT. ☐ IN COLUMBUS.

WE DO NOT REQUEST A HEARING. ☐

DID YOU MARK A BOX? IF NOT, THIS WILL BE CONSIDERED A LATE RESPONSE.

PLEASE SIGN BELOW AND MARK THE APPROPRIATE BOX INDICATING YOUR TITLE:

(Signature)

(Title) ☐ Clerk of County Commissioner

(Date)

☐ Clerk of City Council

☐ Township Fiscal Officer

CLERK OF MONROE CITY COUNCIL
233 S MAIN ST
PO BOX 330
MONROE OHIO 45050