

**COMMUNITY REINVESTMENT AREA AGREEMENT  
WITH [PROPERTY OWNER]**

This Agreement (“**Agreement**”) is made and entered into by and between the **City of Hilliard, Ohio**, a charter municipality with its main offices located at 3800 Municipal Way, Hilliard, Ohio 43026 (the “**City**”) and **[Property Owner]**, an Ohio limited liability company, with its office located at 4653 Trueman Blvd., Suite 100, Hilliard, Ohio 43026 (collectively, the “**Owner**”).

**WHEREAS**, the Council of the City of Hilliard, Ohio by Resolution No. 00-C-40 adopted December 5, 2000, as amended by Resolution No. 06-R-11, adopted on February 27, 2006 and as further amended by Resolution No. 10-R-36, adopted on September 27, 2010, designated certain area in the City as the SOMA Community Reinvestment Area (the “**SOMA CRA**”) pursuant to Ohio Revised Code (“**R.C.**”) Chapter 3735; and

**WHEREAS**, the Director of Development of the State of Ohio determined that the aforementioned area designated in said Resolution No. 00-C-40, contained the characteristics set forth in R.C. Chapter 3735 and confirmed the SOMA CRA by certification number 049-35476-01 on December 5, 2000; and

**WHEREAS**, the City desires to encourage the redevelopment of the Project Site, which is comprised of approximately 30 acres of land located within the City’s SOMA CRA; and

**WHEREAS**, the City and the Owner have entered into a Development Agreement for the development of a highly dense, mixed-use development on approximately 30 acres located to the west of Trueman Boulevard in the City of Hilliard, including approximately 360 for-rent residential units, 115,000 square feet of class A office space, 135,000 square feet of medical office space, 40,000 square feet of retail space, a 100 key hotel, 1,350 parking spaces in two structured parking facilities (each such parking facility, a “**Parking Garage**” and collectively the “**Parking Garages**”) and related site improvements within the SOMA CRA (collectively, the “**TruePointe Development**”); and

**WHEREAS**, the TruePointe Development upon full build-out is expected to result in at least \$98 million in real property improvement value and the creation of approximately 500 jobs with an estimated payroll of \$40 million; and

**WHEREAS**, the Owner has applied to the City requesting a 15-year, 100% Community Reinvestment Area abatement on the increase in appraised value of each Parking Garage constructed as part of the TruePointe Development; and

**WHEREAS**, the City has investigated the Owner’s application, attached hereto as Exhibit “One” and incorporated herein, and has recommended the same to this Council on the basis that the Owner is qualified by financial responsibility and business experience to create and preserve employment opportunities in the SOMA CRA and improve the economic climate of the City; and

**WHEREAS**, the Property is located in the Hilliard City School District (the “**School District**”) and in the area served by the Tolles Career and Technical Center (the “**Career Center**”), and the

Boards of Education of the School District and the Career Center have been notified in accordance with R.C. Section 3735.671 and 5709.83, or has waived such notice and approved this Agreement; and

**WHEREAS**, pursuant to R.C. Section 3735.67(A) and in conformance with the requirements of R.C. Section 3735.671, the parties hereto desire to set forth their agreement in writing with respect to matters hereinafter contained; and

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

Section 1. Project Description. The project for which real property tax exemptions are granted under this Agreement consist of two separate parking garages located on a portion of the property described in the Project Site Description attached hereto as Exhibit “Two” and incorporated herein (the “**Project Site**”). Parking Garage # 1 will be a six-level parking garage with approximately 746 parking spaces with an estimated construction cost of \$18,901,559. Parking Garage # 2 will be a six-level parking garage with approximately 617 parking spaces with an estimated construction cost of \$15,799,102.

Section 2. Job Creation and Retention. The Owner estimates that there will be created at the Project Site as a result of the TruePointe Development by the year 2029 approximately 500 new or retained full-time equivalent jobs (“**FTE**”), resulting in approximately \$40 million in additional or retained annual payroll upon full build-out and occupancy of the TruePointe Development. The assumptions and estimates provided in this Section are good faith estimates provided pursuant to R.C. Section 3735.671(B) and shall not be construed in a manner that would limit the amount or term of the real property tax exemptions granted by this Agreement.

Section 3. Reporting Obligations. The Owner shall provide to the proper Tax Incentive Review Council (“**TIRC**”) and CRA Housing Council any and all information reasonably required by the TIRC or Housing Council to evaluate compliance with this Agreement, including tax returns filed pursuant to R.C. Section 5711.02 if requested by either or both entities.

Section 4. CRA Exemption. The City hereby grants the Owner a fifteen (15) year, one hundred percent (100%) real property tax exemption pursuant to R.C. Section 3735.67 for the assessed value of each Parking Garage. The exemption for each Parking Garage commences the first year for which the Parking Garage would first be taxable were it not exempted from taxation under this Agreement. No exemption shall commence after tax year 2030/collection year 2031, nor extend beyond tax year 2045/collection year 2046 (15 year exemption period).

The Owner acknowledges that the tax exemption with respect to the Property **does not automatically** take affect after execution of this Agreement. The Owner **must** file a real property tax exemption application with the Housing Officer designated by the City for the SOMA CRA (see Application for Exemption at Exhibit “Three”) in order for the exemption to be granted. The City agrees that upon receipt of the real property tax exemption application, and after making a

determination that the Owner has completed the Parking Garage subject to the application, the Housing Officer will then certify the tax exemption to the Franklin County Auditor's Office.

Section 5. Annual Fee. Each Owner shall pay the City an annual fee equal to the greater of one percent of the net dollar value of incentives offered under this Agreement or Five Hundred Dollars (\$500.00); provided, however, that if the value of the incentives exceeds two hundred fifty thousand dollars (\$250,000), the fee shall not exceed two thousand five hundred dollars (\$2,500). The fee shall be made payable to the City once per year by certified check, made payable to the City of Hilliard, Ohio, for each year the Agreement is in effect, and shall be delivered to the City's Finance Director.

Section 6. Non-Exempted Taxes. The Owner shall pay such real and tangible personal property taxes as are not exempted under this Agreement and are charged against such property and shall file all tax reports and returns as required by law. If the Owner fails to pay such taxes or file such returns and reports, all incentives granted under this Agreement are rescinded beginning with the year for which such taxes are charged or such reports or returns are required to be filed and thereafter.

Section 7. Cooperation of the City. The City shall perform such acts as are reasonably necessary or appropriate to effect, claim, reserve and maintain exemptions from taxation granted under this Agreement, including, without limitation, joining in the execution of all documentation and providing any necessary certificates required in connection with such exemptions.

Section 8. Revocation of CRA. If for any reason the City revokes or purports to revoke the designation of the SOMA CRA, entitlements granted under this Agreement shall continue for the number of years specified in this Agreement, unless the Owner materially fails to fulfill its obligations under this Agreement and the City terminates or modifies the exemptions from taxation granted in this Agreement.

Section 9. Termination, Suspension or Modification Upon Default. If the Owner 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 may terminate or modify the exemptions from taxation granted under this Agreement, and may require the repayment of the amount of taxes that would have been payable had the property not been exempted from taxation under this Agreement, which the City may secure repayment thereof by securing a lien on the exempted Property. Such a lien shall attach, and may be perfected, collected, and enforced, in the same manner as a mortgage lien on real property, and shall otherwise have the same force and effect as a mortgage lien on real property.

Section 10. Certification as to No Delinquent Taxes. Each Owner hereby certifies that at the time this Agreement is executed, it 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 Owner is liable under R.C. Chapter 5735, 5739, 5741, 5743, 5747, or 5653, or if such delinquent taxes are owed, the Owner is currently 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

Owner. 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 Revised Code governing payment of those taxes.

Section 11. Approval by the City. The Owner and the City acknowledge that this Agreement must be approved by formal action of Hilliard City Council authorizing the City to enter into this Agreement. This Agreement shall be effective upon signature of the City's authorized representative.

Section 12. Non-Discriminatory Hiring/Local Hiring. The City has developed a policy to ensure recipients of Community Reinvestment Area tax benefits practice non-discriminatory hiring in their operations. By executing this Agreement, the Owner is committing to following non-discriminatory hiring practices acknowledging that no individual may be denied employment solely on the basis of race, sex, sexual orientation, gender identity or expression, color, religion, ancestry, national origin, age, disability, familial status, marital status, military status.

Section 13. Revocation of Exemptions. Exemptions from taxation granted under this Agreement shall be revoked if it is determined that the Owner, any successor property owner, or any related member (as those terms are defined in Division (E) of R.C. Section 3735.671) has violated the prohibition against entering into this Agreement under Division (E) of R.C. Section 3735.671 or 5709.62 or 5709.63 prior to the time prescribed by that division or either of those sections.

Section 14. R.C. Section 9.66 Covenants. The Owner affirmatively covenants that it has not made false statements to the State or to local political subdivisions in the process of obtaining approval of the Community Reinvestment Area incentives. If any representative of the Owner has knowingly made a false statement to the State or local political subdivision to obtain Community Reinvestment Area incentives, the Owner shall be required to immediately return all benefits received under this Agreement pursuant to R.C. 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 R.C. Section 9.66(C)(1). Any person who provides a false statement to secure economic development assistance may be guilty of falsification, a misdemeanor of the first degree, pursuant to R.C. Section 2921.13(D)(1), which is punishable by a fine of not more than One Thousand Dollars (\$1,000) and/or a term of imprisonment of not more than six months.

Section 15. Assignments. This Agreement is not transferable or assignable by the Owner without the express, prior written approval of the City Manager, which may be withheld in his/her discretion. This Agreement may be transferred or assigned as multiple separate transfers or assignments, including separate assignments or transfers with respect to each separate tax parcel on which a Parking Garage is located. All assignments shall be made pursuant an assignment and assumption agreement between the City and the transferee in form and substance acceptable to the City (an "**Assumption Agreement**") wherein such transferee (i) assumes all obligations of the Owner under this Agreement with respect to the tax parcel with respect to which the transfer or assignment is sought, and (ii) certifies to the validity of the representations, warranties and covenants of the Owner contained herein as to such transferee. The City Manager is authorized to approve and sign any such assignment and assumption agreement.

Section 16. Counterparts. This Agreement may be signed in one or more counterparts or duplicate signature pages with the same force and effect as if all required signatures were contained in a single original instrument. Any one or more of such counterparts or duplicate signature pages may be removed from any one or more original copies of this Agreement and annexed to other counterparts or duplicate signature pages to form a completely executed original instrument. Signatures transmitted by facsimile or electronic means are deemed to be original signatures.

Section 17. Severability; Construction; Headings. If any provision of this Agreement or the application of any such provision to any such person or any circumstance shall be determined to be invalid or unenforceable, then such determination shall not affect any other provision of this Agreement or the application of such provision to any other person or circumstance, all of which other provisions shall remain in full force and effect. If any provision of this Agreement is capable of two constructions one of which would render the provision valid, then such provision shall have the meaning which renders it valid. The captions and headings in this Agreement are for convenience only and in no way define, limit, prescribe or modify the meaning, scope or intent of any provisions hereof.

Section 18. Notices. Any notices, statements, acknowledgements, consents, approvals, certificates or requests required to be given on behalf of any party to this Agreement shall be made in writing addressed as follows and sent by (i) registered or certified mail, return receipt requested, and shall be deemed delivered when the return receipt is signed, refused or unclaimed, (ii) by nationally recognized overnight delivery courier service and shall be deemed delivered the next business day after acceptance by the courier service with instructions for next-business-day delivery, or (iii) by electronic or facsimile transmission and shall be deemed delivered upon receipt of confirmation of transmission:

If to the City to:

City Manager  
City of Hilliard  
3800 Municipal Way  
Hilliard, Ohio 43026  
614.334.2344  
[mcrandall@hilliard.gov](mailto:mcrandall@hilliard.gov)

If to the Owner, to:

[Owner]  
4653 Trueman Blvd., Suite 100  
Hilliard, Ohio 43026  
Attn: \_\_\_\_\_

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

**IN WITNESS WHEREOF**, the City of Hilliard, Ohio, and the Owner each by a duly authorized representative, have caused this instrument to be executed this \_\_\_\_ day of \_\_\_\_\_, 2023. This Agreement is effective upon execution by the City.

**CITY OF HILLIARD, OHIO**

**[OWNER]**

\_\_\_\_\_  
City Manager  
Michelle Crandall  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Phil Hartmann, Law Director

**Exhibit One**  
**CRA Application**  
**(attached hereto)**

**Exhibit Two**

**Project Site Description  
(attached hereto)**



**CITY OF HILLIARD, OHIO**  
**APPLICATION FOR TAX ABATEMENT**