

ORDINANCE NO. 74 -04

By: Richard F. Weber

AN ORDINANCE TO APPROVE AND AUTHORIZE THE MAYOR AND THE CITY AUDITOR TO SIGN THE AGREEMENT BETWEEN THE CITY OF BEXLEY AND BEXLEY GATEWAY PLAZA LTD. TO PROVIDE INCENTIVES AVAILABLE FOR PROJECT DEVELOPMENT IN THE MAIN STREET RE/DEVELOPMENT COMMUNITY REINVESTMENT AREA, AND DECLARING AN EMERGENCY.

WHEREAS, the Council of the City of Bexley, Ohio (the "City") by its Ordinance No. 68-02, adopted September 24, 2002 (and amended by Ordinance No. 60-04, adopted September 28, 2004 and Ordinance No. 73 -04, adopted 10/20, 2004), designated the Main Street Re/Development Reinvestment Area (as depicted on Exhibit A and labeled thereon as the "CRA") which enables the City to offer real property tax exemption on the construction of certain new structures and the remodeling of certain existing structures as described in Ohio Revised Code §3735.67; and

WHEREAS, the Director of the Development of the State of Ohio has determined that the aforementioned area designated in said Ordinances contains the characteristics set forth in Ohio Revised Code §3735.66 and confirmed that area as a "Community Reinvestment Area" pursuant to that §3735.66; and

WHEREAS, the City desires to pursue all reasonable and legitimate incentive measures to assist, encourage and stimulate development in the CRA, which has not enjoyed sufficient reinvestment from remodeling or new construction; and

WHEREAS, the remodeling of existing structures and the construction of new structures in the CRA would serve to encourage economic stability, maintain real property values, and generate new employment opportunities; and

WHEREAS, Bexley Gateway Plaza Ltd. (the "Developer") desires to redevelop a 1.34+ acre site located at the northeast corner of East Main Street and South Parkview Avenue (the "Project"), which would encourage economic stability and maintain real property values, and has submitted a Community Reinvestment Area Agreement Application, a copy of which is attached as Exhibit B; and

WHEREAS, the Housing Officer under Ohio Revised Code §3735.65 has reviewed the Application of the Developer and recommends the same on the basis that the Developer is qualified by financial responsibility and business experience to create and preserve employment opportunities in the CRA and improve the economic climate of the City; and

WHEREAS, the Board of Education of the Bexley City School District has been notified in accordance with applicable Ohio law;

WHEREAS, the City desires to provide the Developer with incentives for development of the Project within the boundaries of the CRA consistent with the terms of Ohio Revised Code §3735.65 et al.; and

NOW, THEREFORE, BE ORDAINED BY THE COUNCIL OF THE CITY OF BEXLEY, OHIO:

Section 1. That in consideration of the mutual covenants set forth in the proposed agreement between the Developer and the City (the "Agreement") substantially in the form attached hereto as Exhibit C and made a part hereof, including but not limited to the fifteen (15) year, fifty percent (50%) property tax exemption provided therein, hereby is approved and authorized with changes therein not inconsistent with this Ordinance and not substantially adverse to the City, and the Mayor and the City Auditor hereby are authorized to execute the Agreement and directed to take any further actions, and execute and deliver any further agreements, certificates or documents necessary to accomplish the granting of the exemptions described in said Agreement, provided further that the approval of changes thereto by those officials, and their character as not being substantially adverse to the City, shall be evidenced conclusively by the execution thereof.

Section 2. That this Council hereby finds that the Project is commercial property for mixed-use development and that so long as a portion of the Development (as defined in the Agreement) continues to be used for commercial uses, the exemption described in the Agreement may be granted to all Owners (as defined the Agreement) of the Development and thereafter assigned in whole or in part to Successor Owners (as defined in the Agreement) pursuant to the terms of the Agreement, notwithstanding that a Successor Owner may use a portion of the Development in a manner that is solely residential.

Section 3. That it is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council and that all deliberations of this Council and any decision making bodies of the City of Bexley which resulted in such formal actions were in meetings open to the public or in compliance with all legal requirements of the City of Bexley, Franklin County, Ohio.

Section 5. That a copy of this Ordinance shall be published in a newspaper of general circulation in the City once a week for two consecutive weeks immediately following its adoption.

Section 6. That this Ordinance is an emergency measure necessary for the immediate preservation of the public peace, health, safety or welfare, said emergency being the need to permit a November construction start, and shall take effect upon its passage and approval by the Mayor.

Passed: Oct 26, 2004




President of Council

Attest:



Clerk of Council

Approved: 10/26, 2004



David H. Madison, Mayor

10.12.04 First Reading.

EXHIBIT A

[Boundary Description of Main Street Re/Development District CRA]

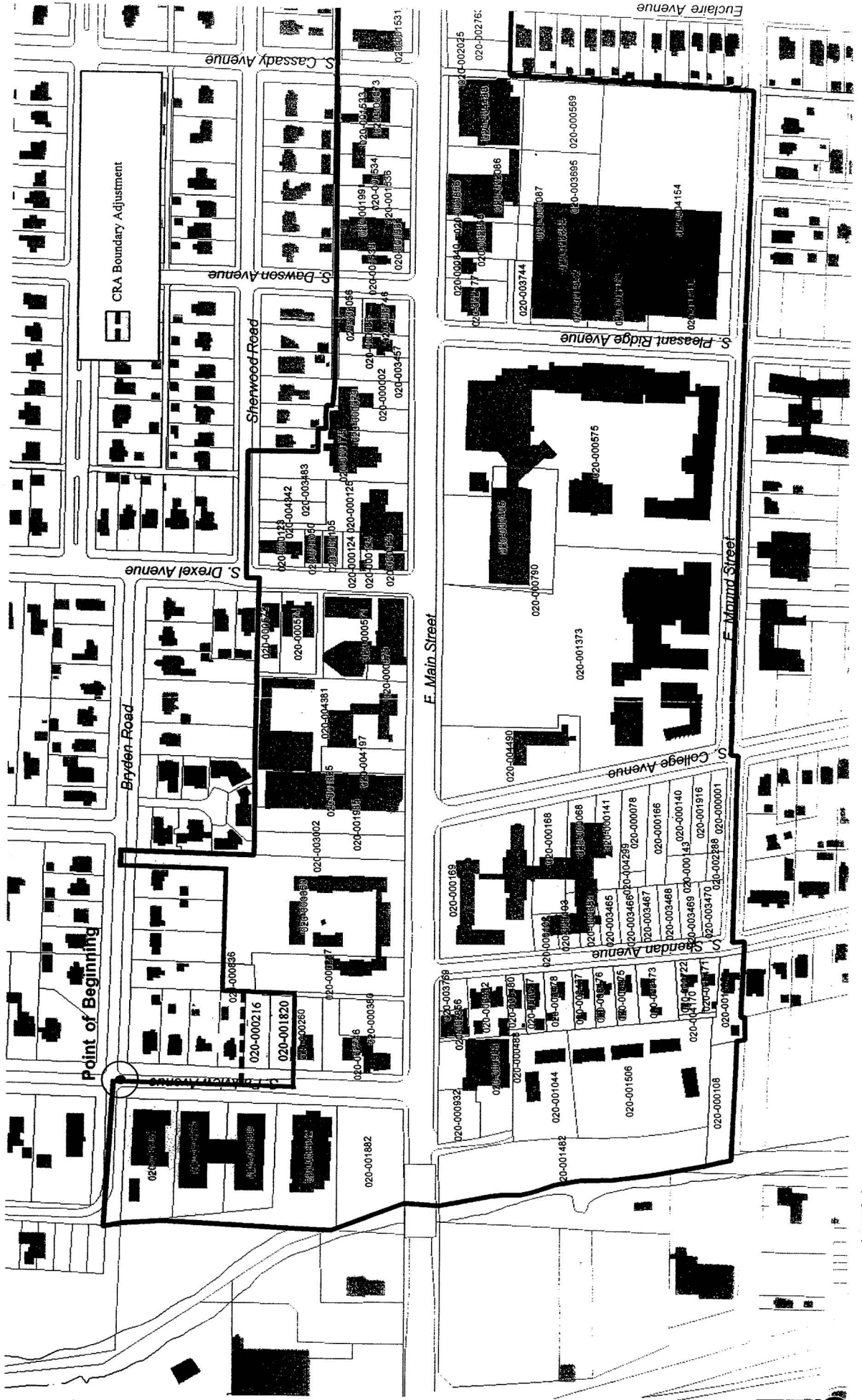
**AMENDED
MAIN STREET RE/DEVELOPMENT DISTRICT
COMMUNITY REINVESTMENT AREA**

A. Verbal Boundary Description

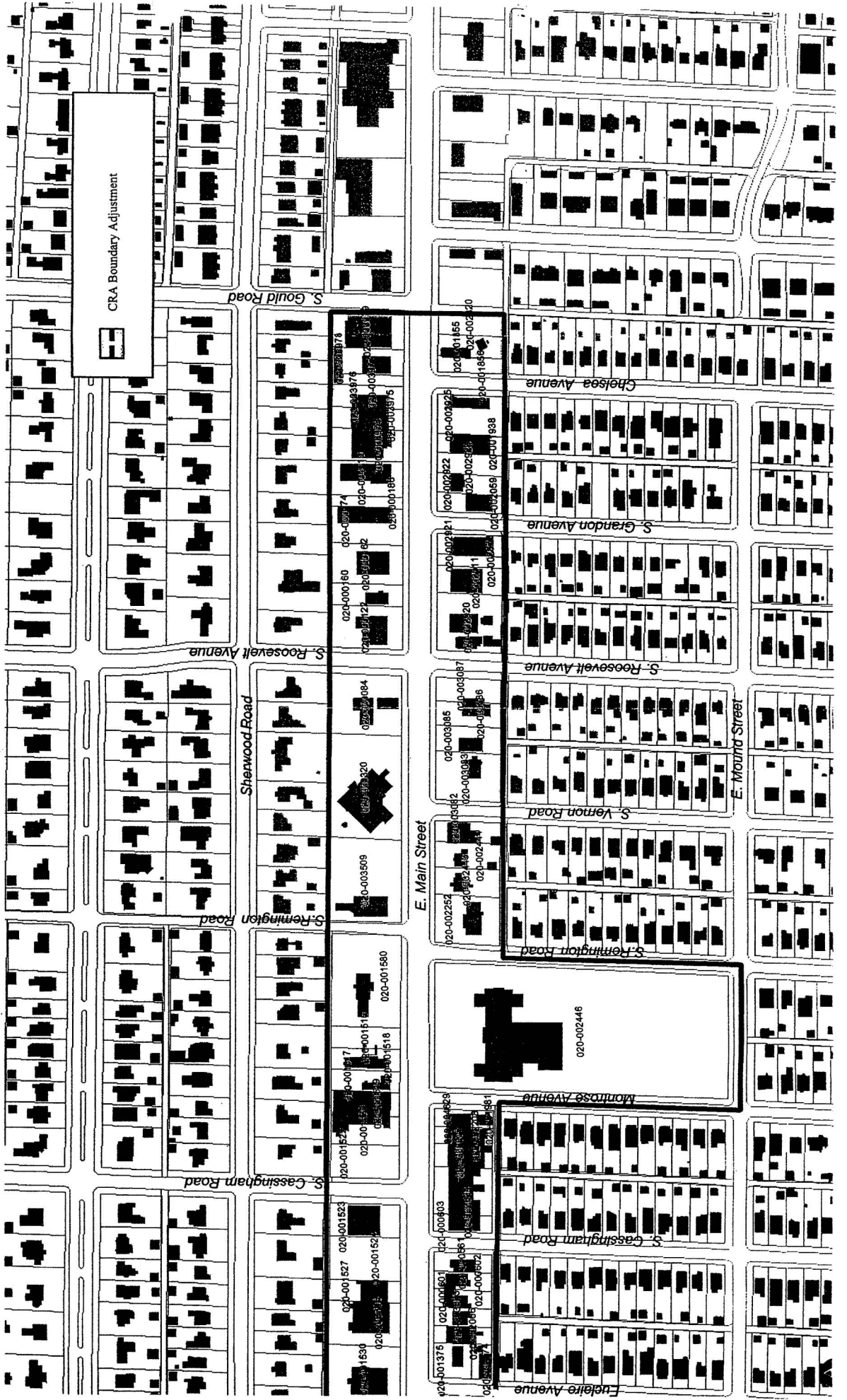
1 Beginning for reference at the centerline intersection of Bryden Road with S. Parkview Avenue,
2 said point being the true point of beginning for this description; then west with centerline of
3 Bryden Road to centerline of Westland; then south along west property lines of tax parcel 1968
4 and 342 to centerline of Alum Creek also being the Bexley corporation line; then south with the
5 corporation line crossing E. Main Street to south property line of tax parcel 108; then following
6 south property lines of tax parcel 108 and 1322 east to centerline of Sheridan; then north with
7 centerline of S. Sheridan Avenue to centerline of E. Mound Street; then east with centerline of E.
8 Mound Street crossing S. College Avenue and S. Pleasant Ridge Avenue to where roadway
9 intersects with centerline of alley abutting tax parcel 4154, 569 and 4488; then north with
10 centerline of alley to centerline of first alley south of E. Main Street abutting tax parcel 2025 and
11 2763; then east with centerline of alley crossing Euclaire Avenue and S. Cassingham Road to
12 centerline of Montrose Avenue; then south with centerline of Montrose Avenue to centerline of
13 E. Mound Street; then east with centerline of E. Mound Street to centerline of S. Remington
14 Road; then north with centerline of S. Remington Road to centerline of first alley south of E.
15 Main Street abutting tax parcel 2252; then east with centerline of alley crossing S. Vernon Road,
16 S. Roosevelt Avenue, S. Grandon Avenue and Chelsea Avenue to the Bexley corporation line;
17 then north with the corporation line crossing E. Main Street to north property line of tax parcel
18 3979; then west along north property lines of tax parcel 3979, 3978, 3977, 3976, 3975, 3973,
19 4119, 188, 174, 162, 160 and 122 crossing S. Roosevelt Avenue; then west along north property
20 lines of tax parcel 84, 320 and 3509 crossing S. Remington Road; then west with centerline of
21 first alley north of E. Main Street crossing S. Cassingham Road, S. Cassidy Avenue and S.
22 Dawson Avenue to where alley terminates at west property line of tax parcel 3457 also being east
23 property line of tax parcel 02; then following north property lines of tax parcel 02, 79, 175 west
24 and north to centerline of Sherwood Road; then west with centerline of Sherwood Road to
25 centerline of S. Drexel Avenue turning south then west to where roadway intersects with north
26 property line of tax parcel 572; then west along north property lines of tax parcel 572, 4381,
27 1825, 1985 and 3002 to east property line of tax parcel 350; then following along east property
28 line of tax parcel 350 north turning west then south and west along north property lines of tax
29 parcel 350 and 836 to west property line of tax parcel 836; **then south along west property line**
30 **of tax parcel 836 to north property line of tax parcel 216; then west along north property**
31 **line of tax parcel 216 to centerline of S. Parkview Avenue;** then north with centerline of S.
32 Parkview Avenue to centerline intersection with Bryden Road, also being the point of beginning.

All references to tax parcels are those in the City of Bexley/Bexley City School District (tax district no. 020) and those recorded on the real estate tax maps of the Franklin County Auditor's office. The amended Main Street Re/Development District Community Reinvestment Area shall include all splits and combinations of tax parcels within the above-described area.

Underline indicates section of boundary that is altered from previous boundary definition.



Amended
 CRA Boundary Map - Main Street Redevelopment District Community Reinvestment Area



CRA Boundary Adjustment



Amended
CRA Boundary Map - Main Street Redevelopment District Community Reinvestment Area

EXHIBIT B

[CRA Application]

received
7/14/2004

City of
Bexley

**Community Reinvestment Area
Agreement Application**

APPLICATION FOR A PROPOSED AGREEMENT for Community Reinvestment Area (CRA) Tax Incentives between the City of Bexley located in the County of Franklin and

BEXLEY GATEWAY PLAZA, LTD
(Enterprise)

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

BEXLEY-GATEWAY PLAZA LTD. STEVE CAMPBELL
Enterprise Name Contact Person
3016 MARYLAND AVE. DAN DUFFY
COLUMBUS, OH 43209 614/237.3720
Address Telephone Number

- B. Project Site:

BEXLEY GATEWAY PLAZA, LTD. LAURENCE FUBEN
2154 EAST MAIN STREET 492, Contact Person
502 & 508 SOUTH PARKVIEW AVE, SAMANTHA FALTER
COLUMBUS, OHIO 43209 614/237.3720
Address Telephone Number

ARCELS: 020-000210, 020-001820, 020-000260, 020-002790 & 020-000380

2. A. Nature of business (manufacturing, warehousing, wholesale or retail stores, or other) to be conducted at the site.

RESIDENTIAL, RETAIL AND OFFICE CONDOMINIUMS

- B. List primary 4 digit Standard Industrial Code (SIC) # 6552
Business may list other relevant SIC numbers.



C. If a consolidation, what are the components of the consolidation? (must itemize the location, assets, and employment positions to be transferred).

N/A

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

Limited Liability Company

3. Name of principal owner(s) or officers of the business (attach list if necessary).

Laurence G. Ruben, Plaza Properties Inc

4. Is the business seasonal in nature Yes [] No

5. A. State the enterprise's current full-time and part-time employment level at the proposed project site:

none at this time

B. Will the project involve the relocation of employment positions or assets from one Ohio location to another?

Yes [] No

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

125

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

none

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

none

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

6. A. Has the enterprise previously entered into an Enterprise Zone or CRA Agreement with the local legislative authorities at any site where the employment or assets will be relocated as result of this proposal?

Yes []

No

B. If yes, list the local legislative authorities, date, and term of the incentives for each Agreement:

7. Does the Enterprise owe:

A. Any delinquent taxes to the State of Ohio or a political subdivision of the State?

Yes []

No

B. Any moneys to the State or a political subdivision of the State for the administration or enforcement of any environmental laws?

Yes []

No

C. Any other moneys to the State or a political subdivision of the State that are past due, whether the amounts owed are being contested in a court of law or not?

Yes []

No

D. If yes to any of the above, please provide details of each instance including but not limited to the location, amounts and/or case identification numbers (attach additional pages if necessary).

34 (one floor) Residential Condominiums
3 Town Homes - Residential Condominiums
23,550 square feet of office/Retail Condominiums

8. Project Description (attach additional pages if necessary):

9. Project is proposed to begin DECEMBER 1, 2014 and estimated to be completed JUNE 1, 2016 provided a tax exemption is provided.

10. A. Estimate the number of new employees the business intends to hire at the facility that is the project site (job creation projection must be itemized by full and part-time and permanent and temporary):

None by Developer

B. State the time frame of this projected hiring: N/A years.

C. State proposed schedule for hiring (itemize by full and part-time and permanent and temporary employees):

N/A

11. A. Estimate the amount of annual payroll such new employees will add \$ Ø (new annual payroll must be itemized by full and part-time and permanent and temporary new employees):

B. Indicate separately the amount of existing annual payroll relating to any job retention claim resulting from the project \$ Ø.

12. Market value of the existing facility as determined for local property taxation:

\$ 15,000,000 - 18,000,000

13. A. Business's total current investment in the facility as of the proposal's submission:

\$ 1,700,000

B. State the business's value of on-site inventory required to be listed in the personal property tax return of the enterprise in the return for the tax year (stated in average \$ value per most recent 12 month period) in which the Agreement is entered into (baseline inventory):

\$ Ø

14. An estimate of the amount to be invested by the enterprise to establish, expand, renovate or occupy a facility:

A. Acquisition of Building(s):	\$ <u>1,700,000</u>
B. Additions/New Construction:	\$ <u>16,000,000</u>
C. Improvements to Existing Building(s):	\$ <u>Ø</u>
D. Machinery & Equipment:	\$ <u>Ø</u>
E. Furniture & Fixtures:	\$ <u>Ø</u>
F. Inventory:	\$ <u>Ø</u>
Total New Project Investment:	\$ <u>17,700,000</u>

15. A. Business requests the following tax exemption incentives: 50 % for 15 years covering real property described above. Be specific as to type of assets, rate, and term.

B. Business's reasons for requesting tax incentives (be quantitatively specific as possible):

Incentives to purchasers to locate to Bexley, Ohio
and tax revenues for real-estate will actually
increase.

FEES:

This application must be accompanied by a non-refundable processing/monitoring fee of **Two-hundred fifty dollars (\$250)**. This fee is payable through a check or money order, made payable to the **City of Bexley**.

A separate one-time fee of **Seven-hundred fifty dollars (\$750)** will be charged by the State and collected by the City with this application. This fee is payable through a separate check or money order, made payable to the **Ohio Department of Development**.

In addition, the City requires each applicant to pay for the required newspaper publication of public notice. The cost of publication will be determined and due at the time of City Council approval.

Any CRA application submitted without the required fees will be returned to the applicant.

APPLICANT'S CERTIFICATION

The applicant certifies that all information in this application, and all information furnished in support of this application, is true and complete to the best of the applicant's knowledge and belief.

Submission of this application expressly authorizes the City of Bexley to contact the Ohio Environmental Protection Agency to confirm statements contained within this application and to review applicable confidential records. As part of this application, the business may also be required to directly request from the Ohio Department of Taxation, or complete a waiver form allowing the Ohio Department of Taxation to release specific tax records to the City of Bexley.

Applicant agrees to supply additional information upon request.

The applicant affirmatively covenants that the information contained in and submitted with this application is complete and correct and is aware of the ORC Sections 9.66 (C) (1) and 2931.13 (D) (1) penalties for falsification which could result in the forfeiture of all current and future economic development assistance benefits as well as a fine of not more than \$1,000 and/or a term of imprisonment of not more than six months.

U.S.C. Title 18, Sec. 1001, provides: "Whoever, in any matter within the jurisdiction of any department or agency of the United States knowingly and willfully falsifies... or makes any false, fictitious or fraudulent statements of representations, or makes or uses any false writing or document knowing the same to contain any false, fictitious or fraudulent statement of entry, shall be fined not more than \$10,000 or imprisoned not more than five years, or both."

Bexley Gateway Plaza, Ltd.

Enterprise Name

7/14/04

Date

Stephen P. Campbell

Signature

Stephen P. Campbell V/P-CFO

Typed Name and Title

Please submit the application and attachments, with the required fees, to:

**City of Bexley
Development Office
2242 E. Main Street
Bexley, Ohio 43209
(614) 235-8694**

EXHIBIT C

[CRA Agreement]

**MAIN STREET RE/DEVELOPMENT
COMMUNITY REINVESTMENT AREA AGREEMENT**

This agreement (this "Agreement") made and entered into by and between the City of Bexley, Ohio (the "City"), a municipal corporation duly organized and validly existing under the Constitution and laws of the State of Ohio and its Charter, located at 2242 East Main Street in the City, and Bexley Gateway Plaza Ltd., an Ohio limited liability corporation, with offices located at 3016 Maryland Avenue, Columbus, Ohio 43209 (hereinafter referred to as the "Developer", and together with any successors, assigns or transferees, collectively or singly, as the context requires, referred to hereinafter as the "Owner").

WITNESSETH:

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

WHEREAS, the City Council by its Ordinance No. 68-02 adopted September 24, 2002 (and amended by Ordinance No. 60-04, adopted September 28, 2004, and Ordinance No. __-04, adopted _____, 2004, (the "Ordinance") created the Main Street Re/Development District Community Reinvestment Area (the "CRA") and authorized real property tax exemption on the construction of certain new structures and the remodeling of certain existing structures as described in Ohio Revised Code Section 3735.67; and

WHEREAS, the Developer has acquired the real property contained within the CRA and described on Exhibit A attached hereto (the "Land"), and intends to construct or cause to be constructed on the Land an approximately 99,536 square feet, three to five-story mixed-use development (the "Project") consisting of up to thirty-four (34) condominium dwelling units, three (3) town homes, 7,852 square feet of street level commercial retail and 15,704 square feet of professional office space stacked on top of retail development (the buildings hereinafter referred collectively as the "Development" and the individual buildings hereinafter referred to as the "Structure" or "Structures"), that if completed, may be eligible for a tax exemption under the Ordinance; and

WHEREAS, the Developer intends to subject all or portions of the Project to the condominium form of ownership pursuant to Chapter 5311 of the Ohio Revised Code (the "Condominium Act"); and

WHEREAS, the Developer has submitted to the City a proposed Community Reinvestment Area Agreement Application (the "Application"), attached hereto as Exhibit B; and

WHEREAS, the Developer also has submitted to the City with the Application a non-refundable processing/monitoring fee of \$250.00 payable to the City of Bexley and a one-time fee of \$750.00 payable to the Ohio Department of Development; and

WHEREAS, pursuant to Ohio Revised Code Section 3735.67(A) and in conformance with the format required under Ohio Revised Code Section 3735.671(B), the City and the Owner desire to formalize their agreement with respect to matters hereinafter contained; and

WHEREAS, by its Ordinance _____, adopted _____, 2004, the Council of the City approved this Agreement and authorized the execution of this Agreement;

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. Project Description. The Developer agrees to redevelop the 1.34 ± acre site located at the northeast intersection of East Main Street and South Parkview Avenue with a new approximately 99,536 square feet, three to five-story mixed-use development consisting of up to thirty-four (34) condominium units, three (3) town homes, 7,852 square feet of street level commercial retail and 15,704 square feet of professional office space stacked on top of retail development. The approximate total cost of the construction of the Project that may occur on the Land, including all personal property to be incorporated therein, is expected to be approximately \$17,700,000.

The construction of the Project is expected to begin on or about November 1, 2004. The Project is scheduled for completion in approximately December 2006 (the "Project Period").

2. Jobs. The Developer currently estimates there will be created at the Project by approximately December 2006 approximately twenty-four (24) retail positions and fifty-five (55) office positions, which may be any combination of full-time permanent, part-time permanent, full-time temporary and part-time temporary, with an aggregate annual payroll for all of the positions of approximately \$2,215,200 upon completion of the Project.

3. Tax Exemption. The parties herein agree that the each Structure in the Development shall receive a fifty percent (50%) real property tax exemption on the assessed valuation in excess of the Apportioned Minimum Fully Taxable Value (hereinafter defined) for a period of fifteen (15) years.

The Apportioned Minimum Fully Taxable Value shall be the product of (i) \$313,600 (the tax year 2003 taxable value – i.e., the 35% value – of parcel nos. 020-000380, 020-002746, 020-000260, 020-001820 and 020-000216) minus the value of the Land as established by the Franklin County Auditor for the tax year of the exemption, and (ii) the square feet in the Structure divided by the square feet in the development, but in no event shall the Apportioned Minimum Fully Taxable Value be a negative number. The exemption shall commence for each Structure the first year the Structure would first be taxable were that Structure not exempted from taxation. Notwithstanding anything to the contrary contained herein, no exemption granted hereunder shall commence after January 1, 2007 (tax year 2007) nor extend beyond January 1, 2021 (tax year 2021).

4. Conditions Precedent.

(a) The Developer and City acknowledge that this Agreement must be approved by formal action of City Council as a condition for the Agreement to take effect. This Agreement takes effect upon such approval.

(b) The Developer acknowledges that the tax exemption with respect to each Structure is subject to the filing of a real property tax exemption applications with the Housing Officer immediately following the completion of construction of that Structure. Upon receipt of the real property tax exemption application, the Housing Officer shall verify and investigate the facts and circumstances necessary to determine whether the Structure is eligible for a tax exemption pursuant to this Agreement. If the Housing Officer determines that the Structure is eligible for a tax exemption, the Housing Officer shall certify the tax exemption to the Franklin County Auditor and shall perform such other acts as are reasonable, necessary or appropriate to effect, claim, reserve, and maintain the tax exemption described in this Agreement, including, without limitation, joining in the execution of all documents and providing any necessary certificates required in connection with such tax exemption.

5. Owner's Covenants. To induce the City to enter into and maintain this Agreement, the Owner covenants as follows:

(a) The Owner shall pay such real and tangible personal property taxes as are not exempted under this Agreement or otherwise and are charged against the Land and Development, and shall file all tax reports and returns as required by law.

(b) The Owner affirmatively covenants that it does not owe: (1) any delinquent taxes to the State of Ohio or a political subdivision of the State; (2) any moneys to the State or a state agency for the administration or enforcement of any environmental laws of the State; and (3) any other moneys to the State, a state agency or a political subdivision of the State that are past due, whether the amounts owed are being contested in a court of law or not.

(c) During the period (the "Reporting Period") beginning on the date of this Agreement and ending on the date that all exemptions provided for by this Agreement have expired or have been otherwise terminated the Owner shall provide the Housing Officer with written notice:

(i) At least fifteen (15) days before all or any part of the Development or the Land is converted to condominium property pursuant to Ohio Revised Code Chapter 5311;

(ii) At least fifteen (15) days notice prior to any contemplated change of ownership of all or any part of the Development or the Land,

including the estimated proposed date of transfer and the name and address of the proposed transferee;

(iii) Of any actual change in ownership of all or any part of the Development or the Land within thirty (30) days after the occurrence thereof, (whether or not the notice under section 5(c) (ii) shall have been given), or within sixty (60) days if the change resulted from the death of the Owner, including a copy of the deed or other instrument of conveyance.

(d) With regard to all or any part of the Owner's portion of the Development or the Land, the Owner shall comply with all applicable fair housing and non-discrimination laws, and no individual shall be denied access to or commercial or residential use of all or any part of the Owner's portion of the Development or the Land solely on the basis of race, religion, sex, disability, color, national origin, or ancestry.

(e) The Owner shall properly maintain the Owner's portions of the Development and Land and keep the same repaired.

(f) Within thirty (30) days after written request from the City, the Owner shall provide (i) any information necessary for a tax incentive review council or housing officer or housing council to perform its review or other responsibilities under Revised Code Sections 3735.68, 3735.69 or 5709.85, as applicable, and (ii) any information necessary for the City to comply with any other applicable legal requirements.

(g) During the Reporting Period, the Owner shall furnish any transferee of all or any part of the Owner's portion of the Development or the Land with a copy of this Agreement; and any deed or other instrument of conveyance of the Development or the Land or any part thereof, shall contain the following provision:

"Grantee, for Grantee and for Grantee's heirs, devisees, administrators, executors, successors and assigns, agrees for the benefit of Grantor and of the city of Bexley that, so long as the real property conveyed by this deed enjoys any exemption or partial exemption from real property taxes (whether or not the exemption shall yet then have commenced), pursuant to the terms of the City of Bexley Ordinance No. 68-2, adopted September 24, 2002 (and amended by Ordinance Nos. 60-04 and ___-04) Grantee, Grantee's heirs, devisees, administrators, executors, successors and assigns will give written notice, addressed to 'Housing Officer, City of Bexley, 2242 West Main Street, Bexley, Ohio 43209' as follows:"

(Such deed shall then include verbatim the provisions set forth in Section 5(c)(i) through 5(c)(iii) of this Agreement.)

6. Assumption by Successor. Except as described in this section, this Agreement is not transferable or assignable without the express, written approval of the City.

As used in this Agreement, "Successor Owner" means, as of any point in time, each person, except Developer, which is then the owner of all or any part of the Development or the Land, and "Prior Owner" means, as of any point in time, any person which shall have been, but is not then, an owner of all or any part of the Development or the Land.

The right to receive the tax exemptions set forth in this Agreement may be assigned or transferred to another Owner but solely if such assignee or transferee files with the Housing Officer of the City an Assumption Agreement in the form attached hereto as Exhibit C wherein such Owner (i) assumes all obligations of Owner under this Agreement with respect to the Owner's portion of the Development or the Land, and (ii) certifies to the validity as to such assignee or transferee of the representations, warranties and covenants contained herein. Upon the receipt by the Housing Officer of such certificate, the Successor Owner shall have all entitlements and rights as to the portion of the Development or Land as if it had been the original Owner and signatory to this Agreement.

Upon receipt of the Assumption Agreement and acceptance thereof by the Housing Officer, each Prior Owner will be released from liability for any Events of Default occurring after the date of the change in ownership by which that Prior Owner became a Prior Owner; provided, however, that:

(a) If the Successor Owner is controlled by, in control of or under common control with (in any of such cases, an "Affiliate of") a Prior Owner, then that Prior Owner shall nonetheless remain liable as surety; and

(b) Following the change in ownership, each Prior Owner shall nonetheless remain obligated to deliver any information required by Section 5(f) pertaining to any period prior during which it or an Affiliate of it owned all or any part of the Structure or the Land. Upon failure of any Prior Owner to furnish any information which it is required by this paragraph to provide:

(i) That Prior Owner shall be liable to the City for any actual damages resulting from such failure;

(ii) That Prior Owner and its Affiliates shall be ineligible for any future economic development assistance from the City pursuant to Ohio Revised Code Section 9.66(C)(1); and

(iii) If that Prior Owner is an Affiliate of the Successor Owner and such failure becomes an Event of Default under Section 8, the City may exercise any remedy made available for Event of Default under Section 9.

The preceding notwithstanding, none of the remedies set forth in this section shall be invoked, unless and until the City shall have given a second written request (the "Second Request") to Prior Owner for information under Section 5(f) and Prior Owner has failed to provide the requested information within ten (10) days after the Second Request. Any Second Request shall contain a prominent and explicit warning of the consequences set forth in this section that may result from a continued failure of Prior Owner to provide the requested information within such ten (10) day period. Such Second Request to the Prior Owner shall be sent simultaneously with the ten (10) day notice set forth in Section 8(e).

7. Warranties and Representatives. To induce the City to enter into and maintain this Agreement, the Owner makes the following warranties and representations:

(a) That this Agreement was entered into prior to the commencement of the construction of the Structure;

(b) That at the time this Agreement is executed, the Owner 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 Chapter 5733., 5735., 5739., 5741., 5743., 5747., or 5753. of the Revised Code, or, if such delinquent taxes are owed, the Owner 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 Owner. For the purposes of this certification, delinquent taxes are taxes that remain unpaid on the latest day prescribed for payment without penalty under the chapter of the Revised Code governing payment of those taxes.

(c) The Owner affirmatively covenants that it has made no false statements to the State or the City or any other local political subdivisions in the process of obtaining approval of the Community Reinvestment Area incentives for the Project.

(d) The Developer and each Tenant Business will maintain membership in the Bexley Chamber of Commerce.

8. Event of Default. An event of default (an "Event of Default") means the occurrence of one or more of the following described events:

(a) The representations or warranties made by any Owner in Section 7 shall be false or incorrect in any respect material to the determination that the Development or any part thereof was eligible and entitled to the benefits provided for in this Agreement;

(b) The determination by the Housing Officer making an inspection under Ohio Revised Code Section 3735.68 that the Owner has failed to maintain or repair the Development and such default shall continue without cure for thirty (30) days after written notice thereof shall have been given to the Owner by the Housing Officer;

(c) The Owner fails to furnish when required the information described in Section 4(f) and such default shall continue without cure for ten (10) days after written notice thereof shall have been given to the Owner by the Housing Officer;

(d) Any Affiliate of the Owner fails to furnish when required the information described in Section 6(b) and such default shall continue without cure for ten (10) days after written notice thereof shall have been given to the Owner by the Housing Officer, provided that the Second Request required by Section 6(b) shall be sent to the Prior Owner simultaneously with the ten (10) day notice to the Owner; or

(e) The Owner defaults in the performance or observation of any other covenant made or required to be observed or performed under this Agreement and such default shall continue without cure for thirty (30) days after written notice thereof shall have been given to the Owner by the Housing Officer; or

(f) The Owner fails to pay such real property taxes as are not exempted under this Agreement and are charged against such property or file any tax reports and returns as required by law.

9. Remedies. If any Event of Default shall occur, the Housing Officer may pursue any one or more of the following remedies concurrently or successively. No delay or omission to exercise any such remedy shall impair any such right or power or shall be construed to be a waiver thereof.

(a) In the case of an occurrence of any Event of Default attributable to an Owner, by written notice from the Housing Officer to that Owner, the Housing Officer may terminate this Agreement with respect to that Owner and revoke the tax exemption granted to that Owner pursuant to this Agreement, with such revocation effective as of the date of the Event of Default.

(b) In the case of an Event of Default under Section 8(a) attributable to an Owner or its Affiliate, that Owner shall be required to immediately return all benefits received by that Owner or its Affiliate under this Agreement.

(c) In the case of any Event of Default attributable to an Owner, the Housing Officer on behalf of the City may exercise or pursue or cause the City to pursue any other remedy or cause of action previously permitted under this Agreement or conferred upon the City at law or in equity.

(d) In the case of an Event of Default under Section 8(f) by an Owner, exemptions from taxation granted under this Agreement for that Owner are rescinded beginning with the year for which such taxes are charged or such reports or returns are required to be filed and thereafter.

(e) If (i) an Owner otherwise materially fails to fulfill its obligations under this Agreement, or (ii) if the City determines that the certification as to delinquent taxes required from an Owner by this Agreement is fraudulent, the City may terminate or modify the exemptions from taxation granted under this Agreement with respect to that Owner, and may, in its sole discretion, require the repayment of the amount of taxes from that Owner that would have been payable had the property not been exempted from taxation under this Agreement.

10. No Falsification. All applications, reports and other writings submitted by the Developer to the City shall constitute the representations and warranties of the Developer as to the truth and accuracy of all facts, calculations and other information set forth therein, as though fully set forth and repeated in this Agreement. Should any such representations or warranties be false or incorrect in any material respect, the Developer shall be ineligible for any future economic development assistance from the State, any State agency or a political subdivision pursuant to Ohio Revised Code Section 9.66(C)(1). Further, 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 Ohio Revised Code Section 2921.13(D)(1), which is punishable by a fine of not more than \$1,000 and/or a term of imprisonment of not more than six months.

11. Discontinuation of Operations. Exemptions from taxation granted under this Agreement shall be revoked with respect to an Owner if it is determined that the Owner, any successor to that Owner or any related member (as those terms are defined in division (E) of Section 3735.671 of the Ohio Revised Code) has violated the prohibition against entering into this Agreement under division (E) of Section 3735.671 or Section 5709.62 or 5709.63 of the Ohio Revised Code prior to the time prescribed by that division or either of those sections.

12. Survival. This Agreement and all covenants, agreements, representations and warranties made herein shall survive the execution of this Agreement and the filing of the Application with the Housing Officer, the granting by the Housing Officer of the tax exemption, if any, and shall continue in full force and effect until this Agreement is terminated. This Agreement shall be terminated at the earlier of such time (i) the exemption period expires, (ii) as the Agreement is terminated by the Housing Officer following an Event of Default, or (iii) as the Agreement is terminated by the mutual written agreement of the parties.

Further, if for any reason the City revokes the designation of the CRA, entitlements granted under this Agreement shall continue for the number of years specified under this Agreement, unless an Owner materially fails to fulfill its obligations under this Agreement and the City terminates or modifies the exemption from taxation granted pursuant to this Agreement to that Owner.

13. Notices. All notices required or permitted to be sent to the parties pursuant to this Agreement shall be sent to the following addresses, by hand delivery, commercial courier service or by the United States certified mail, postage prepaid:

The Housing Officer:

Daniel J. Lorek
Development Director
City of Bexley
2242 East Main Street
Bexley, Ohio 43209

The Developer

Bexley Gateway Plaza Ltd.
3016 Maryland Avenue
Columbus, Ohio 43209
Attn: Laurence G. Ruben

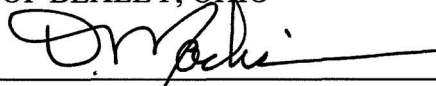
Such notices shall be effective when received or, if delivery is refused or if certified mail is returned unclaimed, then upon the date of such refusal or return.

14. Severable Provisions. The parties herein intend and believe that each provision in this Agreement, the Application and Ordinance (together, the "Exemption Documents") comport with all applicable local, state and federal laws and judicial decisions. However, if any provision or provisions, or if any portion of any provision or provisions, in the Exemption Documents are found by a court of law to be in violation of any applicable local, state or federal ordinance, statute, law, administrative or judicial decision, or public policy, and if such court shall declare such portion, provision or provisions of the Exemption Documents to be illegal, invalid, unlawful, void or unenforceable as written, then it is the intent of the parties herein that such portion, provision or provisions shall be given force and effect to the fullest possible extent, that the remainder of the Exemption Documents shall be construed as if such provision or provisions were not contained therein, and that the rights, obligations and interests of the parties under the remainder of the Exemption Documents shall continue in full force and effect.

[THIS SPACE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the City of Bexley, Ohio, by David H. Madison, its Mayor, and Gary W. Qualmann, its City Auditor, and pursuant to Ordinance No. _____ adopted _____, 2004, has caused this instrument to be executed as of this _____ day of _____, 2004, and Bexley Gateway Plaza Ltd., by its _____, has caused this instrument to be executed as of this _____ day of _____, 2004.

CITY OF BEXLEY, OHIO

By: 
David H. Madison
Mayor

By: _____
Gary W. Qualmann
City Auditor

BEXLEY GATEWAY PLAZA LTD.

By: _____
Printed Name: _____
Its: _____

Approved as to form:

James H. Gross
City Attorney

[Note: A copy of this Agreement must be forwarded to the Ohio Department Development within fifteen (15) days of finalization.]

Exhibit A

[Legal Description]

Exhibit B

[CRA Exemption Application]

Exhibit C

[Copy of Assumption Agreement Form]

ASSUMPTION AGREEMENT

This ASSUMPTION AGREEMENT (the "Agreement") made and entered into by and between the City of Bexley, Ohio, a municipal corporation duly organized and validly existing under the Constitution and laws of the State of Ohio and its Charter, located at 2242 East Main Street, Bexley, Ohio 43209, (the "City") and _____, a _____ (the "Successor Owner"). (Except as otherwise provided herein, capitalized terms used herein shall have the same meanings as in the CRA Agreement between Bexley Gateway Plaza Ltd. and the City, dated _____, 2004 (the "CRA Agreement", a copy of which is attached hereto as Exhibit A).

WITNESSETH:

WHEREAS, the City designated the Main Street Re/Development Community Reinvestment Area ("CRA") pursuant to Ordinance No. 68-02, adopted September 24, 2002 (and amended by Ordinance No. 60-04, adopted September 28, 2004 and Ordinance No. __-04, adopted _____, 2004); and

WHEREAS, on _____, 2004, Bexley Gateway Plaza Ltd., an Ohio limited _____ (the "Developer"), as owner, and the City entered into the CRA Agreement concerning the development of a new approximately 99,536 square feet, three to five-story mixed use development (the "Development"), generally described as the northeast corner of East Main Street and South Parkview Avenue, Bexley, Ohio 43209; and

WHEREAS, by one or more transfers of all or any portions of the Development, the Successor Owner has succeeded on _____, 20__ (the "Transfer Date") to all or a portion of the interest of the Developer in the Development, and, more particularly, the Successor Owner has acquired the Owner's interest in the Development by virtue of a _____ dated as of _____ and recorded on _____, 20__ in the Franklin County Recorder's Office as Instrument No. _____, a copy of which is attached hereto as Exhibit B; and

WHEREAS, the Successor Owner wishes to obtain the benefits of the CRA Agreement, and the City is willing to make these benefits available to the Successor Owner on the terms set forth in the CRA Agreement.

NOW, THEREFORE, in consideration of the circumstances described above, the City's agreement to continue the benefits of the CRA Agreement, and the benefit to be derived by the Successor Owner from the execution hereof, the Successor Owner hereby agrees to be bound by,

assume and perform all of the obligations, agreements, covenants and restrictions set forth in the CRA Agreement to be performed and observed by the Owner from and after the Transfer Date.

IN WITNESS WHEREOF, the City of Bexley, Ohio, by David H. Madison, its Mayor and Gary W. Qualmann, its City Auditor, and pursuant to Ordinance No. _____, passed _____, 2004, and the Successor Owner by _____, its _____, have caused this instrument to be executed as of this ____ day of _____, 2004.

City of Bexley, Ohio

By: _____
David H. Madison
Mayor

By: _____
Gary W. Qualmann
City Auditor

[SUCCESSOR OWNER]

By: _____
Title: _____

Approved as to form:

James H. Gross
City Attorney

Exhibit A

[CRA Agreement]

Exhibit B

[Deed]