

AMENDED AND RESTATED COMMUNITY REINVESTMENT AREA AGREEMENT

This Amended and Restated Community Reinvestment Area agreement (the "FIRST AMENDMENT") is made and entered into by and between the City of Gahanna, Ohio, a municipal government, with its main offices located at 200 South Hamilton Road, Gahanna, Ohio, hereinafter referred to as Gahanna and **L & P Properties**, with its main offices located at 940 Science Blvd, Gahanna, Ohio 43230, hereinafter referred to as **L & P Properties**, WITNESSETH;

WHEREAS, Gahanna has encouraged the development of real property and the acquisition of personal property located in the area designated as a Community Reinvestment Area (the "CRA"); and

WHEREAS, the Gahanna City Council by Ordinance No. 3-84 adopted 2/21/84 and amended 3/3/84, 5/19/92, 8/23/94, 7/26/94, 8/12/00 and 12/15/03, designated the area as CRA #1 pursuant Chapter 3735 of the Ohio Revised Code; and

WHEREAS, in 2003, **L & P Properties** constructed a 12,000 square foot building (the "PROJECT") for general distribution use on Parcel 025-012057 (the "PROJECT SITE") which is within the boundaries of the aforementioned CRA #1; and

WHEREAS, **L & P Properties** submitted to Gahanna a CRA Program application (the "APPLICATION"), herein attached as Exhibit A, that was approved by Gahanna City Council in 2003; and

WHEREAS, **L & P Properties** and Gahanna entered into a CRA Agreement (the "CRA AGREEMENT") dated November 26, 2003, a copy of which is herein attached as Exhibit B, which CRA AGREEMENT provided **L & P Properties** with a fifteen (15) year, 100 percent CRA real property tax abatement for the assessed value of the new structure at the PROJECT SITE; and

WHEREAS, because of changes in the number of employees working at the PROJECT SITE and other economic factors, it has been determined that the CRA AGREEMENT should be amended and restated; and

WHEREAS, in 2010, the Tax Incentive Review Council recommend that the CRA AGREEMENT with **L & P Properties** be amended and restated to account for the changes in employment levels at the PROJECT SITE and other economic factors affecting the PROJECT; and

WHEREAS, Gahanna having the appropriate authority for the stated type of PROJECT is desirous of continuing to provide **L & P Properties** with incentives available for the development of the PROJECT in said CRA under Chapter 3735 of the Ohio Revised Code (O.R.C.); and

WHEREAS, the Director of Development of Gahanna has reviewed the operations of **L & P Properties** and has recommended the same to the Gahanna City Council on the basis that **L & P Properties** is qualified by financial responsibility and business experience to create and preserve employment opportunities in said CRA and improve the economic climate of Gahanna; and

WHEREAS, the PROJECT SITE as owned by **L & P Properties** is located in the Gahanna-Jefferson School District (the "SCHOOL DISTRICT") and has been notified in accordance with the City of Gahanna/Gahanna-Jefferson School Compensation Agreement and O.R.C. Section 5709.83 and been given access to the APPLICATION; and

WHEREAS, pursuant to O.R.C. Section 3735.67(A) and in conformance with the format required under O.R.C. Section 3735.671(B) of the Ohio Revised Code, the parties hereto desire to set forth their agreement with respect to matters hereinafter contained;

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:

Section 1 Location by Corporation

1. **L & P Properties** has constructed a 12,000 square foot facility at 791 SCIENCE BOULEVARD in Gahanna, Ohio. The PROJECT involved a total investment by **L & P Properties** of \$650,000. Description of the PROJECT is outlined in Exhibit A.
2. The PROJECT began in 2003 and all acquisition, construction and installation have been completed.

Section 2 Employment and Payroll

1. **L & P Properties** shall create an employment base of approximately 15 FULL TIME EQUIVALENT job opportunities.
2. Prior to the PROJECT **L & P Properties** had zero (0) employees at the PROJECT SITE.

Section 3 Program Compliance

1. **L & P Properties** shall provide to the proper Tax Incentive Review Council any information reasonably required by the Council and annual reports to the City of Gahanna to evaluate the property owner's compliance with the CRA AGREEMENT, as amended by the FIRST AMENDMENT, including returns filed pursuant to O.R.C. Section 5711.02.
2. **L & P Properties** shall maintain a current membership in the Gahanna Area Chamber of Commerce.
3. Gahanna hereby grants **L & P Properties** a tax abatement for real property improvements made at the PROJECT SITE, pursuant to O.R.C. Section 3735.67, of the following amounts:

Tax Exemption Amount: 50%

Year Term Began: 2004

Amended Term of Tax Abatement: A total of fifteen (15) years, with eight (8) years remaining from the date of the FIRST AMENDMENT (tax year 2011-2018)

4. The identified PROJECT improvement will receive 50% abatement for the amended **eight (8)** year abatement term. No abatement shall extend beyond December 31, 2018.
5. **L & P Properties** will comply with the tax abatement annual fee provisions pursuant to O.R.C. Section 3735.671 (D) of the Ohio Revised Code. **L & P Properties** is required to pay an annual fee equal to that contained in the Development Fee Schedule as authorized in Chapter 148 of the Codified Ordinances of Gahanna. This fee shall be paid once per year for each effective year of the agreement by the thirty-first of January post the year of abatement.
6. The **L & P Properties** agrees to pay additional compensation to Gahanna to meet the requirements of the Gahanna School Compensation Agreement; in the event the fifty percent of the exempted property taxes for this site for the Gahanna-Jefferson School District exceeds the fifty percent of the collected payroll tax from **L & P Properties**, **L & P Properties** agrees to pay the difference to Gahanna. If necessary, this fee shall be paid once per year for each effective year of the CRA AGREEMENT, as amended by the FIRST AMENDMENT, by the fifteenth of June post the year of abatement.
7. **L & P Properties** shall pay such real and tangible personal property taxes as are not exempted under the CRA AGREEMENT, as amended by the FIRST AMENDMENT, and are charged against such property and shall file all tax reports and returns as required by law. If **L & P Properties** fails to pay such taxes or file such returns and reports, all incentives granted under this CRA AGREEMENT, as amended by the FIRST AMENDMENT, are rescinded beginning with the year for which such taxes are charged or such reports or returns are required to be filed and thereafter.
8. **L & P Properties** shall perform such acts as are reasonably necessary or appropriate to affect, claim, reserve and maintain abatements from taxation granted under this CRA AGREEMENT, as amended by the FIRST AMENDMENT, including, without limitation, joining in the execution of all documentation and providing any necessary certificates required in connection with such exemptions.
9. If for any reason the Community Reinvestment Area designation expires or is rescinded by the City of Gahanna, entitlements granted under this CRA AGREEMENT, as amended by the FIRST AGREEMENT, shall continue for the number of years specified under this CRA AGREEMENT, as amended by the FIRST AMENDMENT, unless **L & P Properties** materially fails to fulfill its obligations under this CRA AGREEMENT, as amended by the FIRST AMENDMENT, and Gahanna terminates or modifies the abatement from taxation granted under this CRA AGREEMENT, as amended by the FIRST AMENDMENT.
10. If **L & P Properties** materially fails to fulfill its obligations under this agreement, or if Gahanna determines that the certification as to the delinquent taxes required by agreement is fraudulent, Gahanna 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.

11. **L & P Properties** hereby certifies that at the time this FIRST AMENDMENT is executed, **L & P Properties** 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 **L & P Properties** is liable under Chapter 5733., 5735., 5739., 5741., 5743., 5747., 5753. Of the Ohio Revised Code, or, if such delinquent taxes are owed, **L & P Properties** 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 **L & P Properties**. 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.
12. **L & P Properties** affirmatively covenants that it has made no false statements to the State or City of Gahanna in the process of obtaining approval for Community Reinvestment Area incentives. If any representative of **L & P Properties** has knowingly made a false statement to the State or City of Gahanna to obtain Community Reinvestment Area incentives, **L & P Properties** shall be required immediately to return all benefits received under the AGREEMENT, as amended by the FIRST AMENDMENT, pursuant to O.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 O.R.C. Section 9.66 (D)(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 O.R.C. Section 2921.13 (D)(1), which is punishable by a fine of not more than \$1,000 and/or a term of imprisonment of not more than six months.
13. Exemptions from taxation granted under this AGREEMENT, as amended by the FIRST AMENDMENT, shall be revoked if it is determined that **L & P Properties**, any successor to that person, or any related member (as those terms are defined in division (E) of section 3735.671 of the O.R.C.) 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 O.R.C. prior to the time prescribed by that division or either of those sections.
14. **L & P Properties** and City of Gahanna acknowledge that this FIRST AMENDMENT must be approved by formal action of the legislative authority of City of Gahanna as a condition for the agreement to take effect. This FIRST AMENDMENT takes effect upon such approval.
15. The AGREEMENT, as amended by the FIRST AMENDMENT, is not transferable or assignable without the express, written approval of the City of Gahanna.

IN WITNESS WHEREOF, the City of Gahanna, Ohio, by _____, Housing Officer, and pursuant to Ordinance No. _____, has caused this instrument to be executed this _____ day of _____, _____ and **L & P Properties** by _____ has caused this instrument to be executed on this _____ day of _____, _____.

L & P Properties LLC

City of Gahanna Housing Officer

By _____

By _____

Approved as to form:

Thomas L. Weber, City Attorney

Approved-
15 years @ 100%

Date: 8-12-03

CRA Area: #1

CITY OF GAHANNA

APPLICATION FOR THE COMMUNITY REINVESTMENT AREA PROGRAM

This application for Community Reinvestment Area Tax Incentives between the City of Gahanna located in the County of Franklin and Middlesex Township L&P Properties *jc*

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

L&P Properties
Enterprise Name

Larry Greenberg
Contact Person

940-C Science Blvd.
Address
Gahanna 43230

(614) 577-0204
Telephone Number

b. Project site:
025-012057 *jc*
046-005556-00
Parcel Number (Required)

Larry Greenberg
Contact Person

791 Science Blvd.
Address
Gahanna 43230

(614) 577-0204
Telephone Number / Email
(614) 864-8427
Fax number

2. a. Nature of commercial/industrial activity (manufacturing, warehousing, wholesale or retail stores, or other) to be conducted at the site.

Retail store The Scott's Lawnservice

b. List primary 4 digit Standard Industrial Code (SIC) # n/a

Business may list other relevant SIC numbers. n/a

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 franchise).

Corporation

3. a. Where is your business currently located?

☐ In State
☐ Out of State

☐ Central Ohio

☒ Gahanna

b. Why are you locating your business in Gahanna?

To service the East side of Columbus

4. Name of principal owner(s) or officers of the business.

It's a public company

5. a. State the enterprise's current employment level at the proposed project site:

35 people
\$875,000.00

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:

Moving from 1110 C Claycraft
Moving to 791 Science Blvd.

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

35 people
\$875,000.00

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

35 people will be moving from
1110 C Claycraft to 791 Science

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

See above

6. Does the Property Owner owe:

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

Yes ___ No X

b. Any moneys to the State or a state agency for the administration or enforcement of any environmental laws of the state?

Yes ___ No X

c. 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?

Yes ___ No X

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 (add additional sheets if necessary).
N/A

7. Project Description: 12,000 square foot building

8. Project will begin: July, 2002 and be completed
July, 2003 provided a tax exemption is provided.

9. a. Estimate the number of **new** employees the property owner will cause to be created at the facility that is the project site (job creation projection must be itemized by the name of the employer, full and part-time and permanent and temporary): N/A
- b. State the time frame of this projected hiring: N/A yrs.
- c. State proposed schedule for hiring (itemize by full and part-time and permanent and temporary employees): N/A
10. a. Estimate the amount of annual payroll new employees will add \$ N/A
(new annual payroll must be itemized by full and part-time and permanent and temporary new employees). N/A
- b. Indicate separately the amount of existing annual payroll relating to any job retention claim resulting from the project: \$ N/A
11. An estimate of the amount to be invested by the enterprise to establish, expand, renovate or occupy a facility:
- | | |
|--|-------------------|
| A. Acquisition of Buildings: | \$ <u>N/A</u> |
| B. Additions/New Construction: | \$ <u>500,000</u> |
| C. Improvements to existing buildings: | \$ <u>N/A</u> |
| D. Machinery & Equipment: | \$ <u>50,000</u> |
| E. Furniture & Fixtures: | \$ <u>20,000</u> |
| F. Inventory: | \$ <u>80,000</u> |
| G. Other: | \$ <u>N/A</u> |

Total New Project Investment:

\$ 650,000

12. a. Business requests the following tax exemption incentives: 100% for 15 years covering real as described above. Be specific as to the rate, and term.
- b. Business's reasons for requesting tax incentives (be quantitatively specific as possible; attach any supporting documents)

To keep business in Gahanna

13. I certify that a tax incentive is necessary for location and or expansion of my business in Gahanna.
☒ Yes ☐ No

Submission of this application expressly authorizes The City of Gahanna to contact the Ohio Environmental Protection Agency to confirm statements contained within this application including item # 5 and to review applicable confidential records. As part of this application, the property owner may also be required to directly request from the Ohio Department of Taxation, or complete a waiver form allowing the Department of Taxation to release specific tax records to the local jurisdiction considering the request. The 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 2921.13(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.

Larry Greenberg
Name of Property Owner

8-12-03
Date

[Signature]
Signature

Larry Greenberg
Typed Name and Title
President

The City of Gahanna will assume responsibility for notification to the affected Board of Education.

This application will be attached to Final Community Reinvestment Area Agreement as Exhibit A.

City of Gahanna

COMMUNITY REINVESTMENT AREA AGREEMENT

This agreement made and entered into by and between the City of Gahanna, Ohio, a municipal government, with its main offices located at 200 South Hamilton Road, Gahanna, Ohio, hereinafter referred to as Gahanna and L & P Properties a corporation with its main offices located at 940 -C SCIENCE BOULEVARD, GAHANNA, OHIO 43230 hereinafter referred to as L&P Properties, WITNESSETH;

WHEREAS, Gahanna has encouraged the development of real property and the acquisition of personal property located in the area designated as a Community Reinvestment Area; and

WHEREAS, L&P Properties is desirous of construction of 12,000 square foot building for general distribution, hereinafter referred to as the "PROJECT" within the boundaries of the aforementioned Community Reinvestment Area, provided that the appropriate development incentives are available to support the economic viability of said PROJECT; and

WHEREAS, the Gahanna City Council by Ordinance No. 3-84 adopted 2/21/84 and amended 3/3/84, 5/19/92, 8/23/94, 7/26/94 and 8/12/00, designated the area as Community Reinvestment Area #1 pursuant Chapter 3735 of the Ohio Revised Code; and

WHEREAS, Gahanna having the appropriate authority for the stated type of project is desirous of providing L&P Properties with incentives available for the development of the PROJECT in said Community Reinvestment Area under Chapter 3735 of the Ohio Revised Code; and

WHEREAS, L&P Properties has submitted a proposed agreement application, herein attached as Exhibit A, to Gahanna said application hereinafter referred to as "APPLICATION"; and

WHEREAS, the Director of Development of Gahanna has investigated the application of L&P Properties and has recommended the same to the Council of Gahanna on the basis that L&P Properties is qualified by financial responsibility and business experience to create and preserve employment opportunities in said Community Reinvestment Area and improve the economic climate of Gahanna; and

WHEREAS, the project site as proposed by L&P Properties is located in the Gahanna-Jefferson School District and has been notified in accordance with Section 5709.83 and been given access to the APPLICATION; and

WHEREAS, pursuant to Section 3735.67(A) and in conformance with the format required under Section 3735.671(B) of the Ohio Revised Code, the parties hereto desire to set forth their agreement with respect to matters hereinafter contained;

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:

Section 1 Location by Corporation

1. L&P Properties shall construct a new 12,000 square foot facility at 791 SCIENCE BLVD, Gahanna, Ohio. The PROJECT will involve a total investment by L&P Properties of \$650,000. Description Exhibit B, attached hereto and made a part thereof.
2. The PROJECT will begin in 2002 and all acquisition, construction and installation will be completed by July 2003.

Section 2 Employment and Payroll

1. L&P Properties shall relocate within a time period not exceeding thirty-six (36) months after the commencement of construction of the aforesaid facility, the equivalent of thirty five (35) full-time job opportunities and zero (0) part time job opportunities. The following is a schedule of the anticipated average employment positions and an itemization by the type of jobs.

By Year Ending	FULL- TIME		PART -TIME		TOTAL
	Permanent	Temporary	Permanent	Temporary	
Year 1	25	0	0	0	25
Year 2	10	0	0	0	10
Year 3	0	0	0	0	0
TOTAL	35	0	0	0	35

2. L&P Properties currently has zero (0) full time employees, zero (0) part time employees at the project site.
3. This retention in the number of employees will result in approximately \$875,000 of annual payroll.

Section 3 Program Compliance

1. L&P Properties shall provide to the proper Tax Incentive Review Council any information reasonably required by the Council and annual reports to the City of Gahanna to evaluate the property owner's compliance with the agreement, including returns filed pursuant to section 5711.02 of the Ohio Revised Code.
2. L&P Properties and its tenants of the facility shall maintain a current membership in the Gahanna Area Chamber of Commerce and participate in the Industrial Roundtable.

3. Gahanna hereby grants L&P Properties a tax exemption for real property improvements made to the PROJECT site pursuant to Section 3735.67 of the Ohio Revised Code and shall be in the following amounts:

Years of Tax Exemption: 15
Tax Exemption Amount: 100%
Year Abatement Commences: 2004

Gahanna hereby grants L&P Properties the tax exemption for an fifteen (15) year period and if L&P Properties relinquishes its site and is no longer located in Gahanna, prior to the end of the exemption period or within fifteen (15) years after the exemption period terminates, then the City will require L&P Properties to repay abated taxes to the City of Gahanna at a rate of two (2) years for every one year the project was exempt.

4. The identified PROJECT improvement will receive a fifteen (15) year exemption period. The exemption commences the first year for which the real property exemption would first be taxable were that property not exempted from taxation. No exemption shall extend beyond December 31, 2018 (fifteen year time period).
5. L&P Properties 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 L&P Properties 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.
6. L&P Properties 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.
7. If for any reason the Community Reinvestment Area designation expires or is rescinded by the City of Gahanna, entitlements granted under this agreement shall continue for the number of years specified under this agreement, unless L&P Properties materially fails to fulfill its obligations under this agreement and Gahanna terminates or modifies the exemptions from taxation granted under this agreement.
8. If L&P Properties materially fails to fulfill its obligations under this agreement, or if Gahanna determines that the certification as to the delinquent taxes required by agreement is fraudulent, ~~Gahanna 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.

9. L&P Properties hereby certifies that at the time this agreement is executed, L&P Properties 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 L&P Properties is liable under Chapter 5733., 5735., 5739., 5741., 5743., 5747., 5753. Of the Ohio Revised Code, or, if such delinquent taxes are owed, DWR 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 DWR. 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.
10. L&P Properties affirmatively covenants that it has made no false statements to the State or City of Gahanna in the process of obtaining approval for Community Reinvestment Area incentives. If any representative of L&P Properties has knowingly made a false statement to the State or City of Gahanna to obtain Community Reinvestment Area incentives, L&P Properties shall be required immediately to return all benefits received under the Community Reinvestment Area 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 2921.13 (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. This agreement is not transferable or assignable without the express, written approval of the City of Gahanna.

IN WITNESS WHEREOF, the City of Gahanna, Ohio, by Sadicka White, Housing Officer, and pursuant to Resolution No. 03-84, has caused this instrument to be executed this 26th day of November, 2003 and L&P Properties by Larry Greenberg, its Owner/President has caused this instrument to be executed on this 26th day of November, 2003.

City of Gahanna

By Sadicka White
Housing Officer

L&P Properties

By Larry Greenberg
Owner

Approved as to form:

Thomas L. Weber
(City Attorney)