

RESOLUTION NO. 53 -16  
CITY OF CENTERVILLE, OHIO

SPONSORED BY COUNCILMEMBER John Beals ON THE  
11<sup>th</sup> DAY OF July, 2016.

A RESOLUTION DECLARING IT NECESSARY TO IMPROVE PUBLIC STREETS AND EASEMENTS BY CONSTRUCTING AND INSTALLING VARIOUS PUBLIC IMPROVEMENTS ON CERTAIN PROPERTY WITHIN THE CITY, AND ALL NECESSARY APPURTENANCES.

WHEREAS, the owners of 100% of the lots and lands to be assessed for the Improvement (described in Section 2) have petitioned this Council (that Affidavit and Petition for Special Assessments is attached hereto as EXHIBIT A and incorporated herein by reference and is referred to herein as the "Petition") for the construction of the Improvement (as defined in Section 2), and further, that there be assessed against the real property described in the Petition certain costs of the Improvement; and

WHEREAS, this Council has heretofore directed that the plans, specifications, profiles and estimate of cost be prepared for the Improvement; and

WHEREAS, this Council has determined to adopt this Resolution to accept the Petition and approve the plans, specifications, profiles and estimate of cost of the Improvement, as prepared by Choice One Engineering Corporation, and to further provide for such other terms and provisions relating to the Improvement as are set forth in this Resolution;

THE MUNICIPALITY OF CENTERVILLE HEREBY RESOLVES:

SECTION 1. That this Council hereby finds that the Petition has been signed by the owners of 100% of the lots and lands to be assessed for the Improvement.

SECTION 2. That it is declared necessary to improve public streets and easements by constructing and installing various public improvements on the Property as more fully described in the Petition (collectively, the "Improvement").

SECTION 3. That the plans, specifications, profiles and estimate of cost of the Improvement, which have been prepared by Choice One Engineering Corporation, and which are now on file in the office of the Clerk of Council, are approved. The Improvement shall be made in accordance with, and the grade of the Improvement and of any street shall be the grade as shown on, the plans, specifications and profiles for the Improvement.

SECTION 4. That this Council finds and determines that (a) the Improvement is conducive to the public health, convenience and welfare of this City and the inhabitants thereof and (b) the lots and lands to be assessed as described in Section 5 hereof and in the Petition are specially benefited by the Improvement.

SECTION 5. That this Council hereby accepts the Petition. Subject to the provisions of and limitations set forth in the Petition, certain of the costs of the Improvement (plus any interest which may be applied in connection with a default related to the payment of the special assessments) shall be assessed against the real property described in and pursuant to the Petition. Any additional costs of the Improvement shall be paid by the City.

SECTION 6. That the cost of the Improvement shall include the cost of preliminary and other surveys, plans, specifications, profiles and estimates and of printing, serving and publishing notices, resolutions and ordinances, the amount of any damages resulting from the Improvement and the interest thereon, the costs incurred in connection with the preparation, levy and collection of the special assessments, the cost of purchasing, appropriating, and otherwise acquiring any real estate or interest therein required for the Improvement, expenses of legal services including obtaining legal opinions, cost of labor and material and interest on securities issued in anticipation of the levy and collection of the special assessments, together with all necessary expenditures.

SECTION 7. That the Director of Finance is authorized and directed to prepare and file, or cause to be prepared and filed, in the office of the Clerk of Council the estimated special assessments of the cost of the Improvement described in this Resolution. Those estimated special assessments shall be based upon the estimate of cost of the Improvement now on file in the office of the Clerk of Council and shall be prepared pursuant to the provisions of this Resolution and the Petition.

SECTION 8. That the special assessments to be levied shall be paid in fifteen (15) annual installments (each annual installment to be payable semi-annually at the time real estate taxes in Greene County, Ohio are payable), and in accordance with the Petition and the ordinance levying the final special assessments.

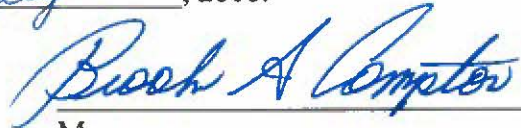
SECTION 9. That the City does not presently intend to issue securities in anticipation of the collection of the special assessments. The remainder of the entire cost of the Improvement, after application of the special assessments, shall be paid from other funds available for that purpose.

SECTION 10. That this Council finds and determines that all formal actions of this Council and any of its committees concerning and relating to the adoption of this Resolution were taken in an open meeting of this Council or any of its committees, and that all deliberations of this Council and of any of its committees that resulted in those formal actions were in meetings open to the public, all in compliance with the law, including Section 121.22 of the Ohio Revised Code.



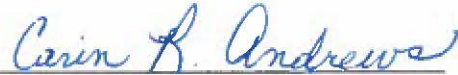
SECTION 11. That this Resolution shall be in full force and effect on the earliest date permitted by law.

ADOPTED THIS 11<sup>th</sup> day of July, 2016.



Mayor  
City of Centerville, Ohio

ATTEST:



Clerk of Council  
City of Centerville, Ohio

CERTIFICATE

The undersigned, Clerk of Council of the City of Centerville, Ohio, hereby certifies the foregoing to be a true and correct copy of Resolution No. 53 -16 adopted by the City Council of the City of Centerville, Ohio on the 11<sup>th</sup> day of July, 2016.



Clerk of the Council

Approved as to form, consistency with the Charter and Constitutional Provisions.

Department of Law  
Scott A. Liberman  
Municipal Attorney

Exhibit "A"

SPECIAL ASSESSMENT PETITION

AFFIDAVIT  
AND  
PETITION FOR SPECIAL ASSESSMENTS

Date: July 1, 2016

To the Council of the City of Centerville, Ohio:

WHEREAS, it is represented by Cornerstone Developers, Ltd., an Ohio limited liability company (the "Developer"), Costco Wholesale Corporation, a Washington corporation ("Costco"), Cabela's Wholesale, Inc., a Nebraska corporation ("Cabela's"), Kroger Limited Partnership I, an Ohio limited liability company ("Kroger"), Greer Land Co. Restaurants, LLC, a Kentucky limited liability company ("Greer"), Chick-fil-A, Inc., a Georgia corporation ("Chick-fil-A"), CFT NV Developments, LLC, a Nevada limited liability company ("Panda Express"), First Financial Bank, National Association, a national banking association ("First Financial"), Shoppes at Cornerstone I, Ltd., an Ohio limited liability company ("Shoppes I"), and Shoppes at Cornerstone II, Ltd., an Ohio limited liability company ("Shoppes II"); and together with the Developer, Costco, Cabela's, Kroger, Greer, Chick-fil-A, Panda Express, First Financial and Shoppes I, the "Petitioners") that the Petitioners are the respective owners of certain real property (which real property represents 100% of the real property described and depicted on EXHIBIT A and attached hereto and by reference made a part hereof and referred to herein as the "Property"), all of which Property is located within the City of Centerville, Ohio (the "City"); and

WHEREAS, the Petitioners, acting through their respective Authorized Representatives:

<u>Property Owner</u>	<u>Authorized Representative(s)</u>
Developer	George R. Oberer, Jr.
Costco	Richard J. Olin
Cabela's	David Homolka
Kroger	Rick J. Landrum
Greer	Phil Greer
Chick-fil-A	Janet J. Bridges
Panda Express	Mecky Wong
First Financial	Anthony M. Stollings
Shoppes I	George R. Oberer, Jr.
Shoppes II	George R. Oberer, Jr.

each upon being duly sworn, depose and state that this Affidavit and Petition for Special Assessments (the "Petition") is, among other things, intended for the purpose of stating facts relating to conditions or events that may create an interest or estate in the Property; and

WHEREAS, the Petitioners acknowledge that, in connection with the development of the Property, the Property will benefit from the construction and installation of certain public improvements (which public improvements are more specifically described on EXHIBIT B and attached hereto and by reference made a part hereof and referred to herein as the "Public Improvements"), and that plans, specifications profiles of the proposed Public Improvements and estimates of the costs of the Public Improvements (reference to costs of the Public Improvements in this Petition shall include costs as

described in Ohio Revised Code Section 727.08) have been placed on file in the office of the Clerk of Council of the City; and

WHEREAS, the City and the Developer have heretofore entered into a Development Agreement, originally dated November 14, 2013, and subsequently amended on May 9, 2014, June 4, 2014, July 7, 2014 and May 4, 2015 (collectively, the "*Development Agreement*"), relating to the development of the Property and pursuant to the Development Agreement, the City and the Developer have agreed that special assessments may be levied to provide for the payment of not more than \$1,700,000 of the costs of certain public improvements that would benefit the Property; and

WHEREAS, as of the date of this Petition, special assessment have been levied to provide for the payment of \$789,812.00 of the costs of certain public improvements that would benefit the Property and therefore, \$910,188.00 of the special assessment capacity provided for in the Development Agreement remains to pay the costs of the Public Improvements (such amount being referred to the "*Remaining Special Assessment Capacity*"); and

WHEREAS, the City and the Developer will enter into a Reimbursement Agreement (the "*Reimbursement Agreement*") relating to the construction of the Public Improvements and the Reimbursement Agreement provides that the Developer shall pay all of the costs of constructing the Public Improvements (less \$316,000.00 of TIF funding to be provided by the City) and be entitled to be reimbursed for a portion of those costs in an amount not to exceed the lesser of the following (such lesser amount being referred to as the "*Assessable Cost*");

- (i) an amount equal to (a) the actual costs of the Public Improvements minus (b) \$316,000.00; and
- (ii) an amount equal to the Remaining Special Assessment Capacity.

WHEREAS, Developer has requested that the special assessments be payable with zero percent (0%) interest over a period of fifteen (15) years, and be allocated on a per acre basis to the Petitioners' real property in the amounts set forth on EXHIBIT C hereto or, if less, the Assessable Cost; and

WHEREAS, the Petitioners hereby petition the City for the construction of the Public Improvements, request that the Assessable Cost of the Public Improvements be assessed against the Property in accordance with EXHIBIT C, and acknowledge and agree that such special assessment may be reapportioned among the benefited parcels comprising the Property if the Assessable Cost is lower than the amounts set forth in EXHIBIT C, all as may be deemed necessary by the City; and

WHEREAS, the Petitioners acknowledge and agree that the Property includes all of the real property to be assessed pursuant to this Petition, and that the Property will receive special benefits from the construction of the Public Improvements; and

WHEREAS, the Petitioners request that the special assessments be collected in annual installments in each year to pay the Assessable Cost to be applied to the costs of the Public Improvements, all in accordance with and subject to, Section 1 and Section 3 of this Petition; and

WHEREAS, the Petitioners acknowledge and agree that at the Developer's request, the City has heretofore let bids, and awarded a contract, for the construction of the Public Improvements; and

WHEREAS, the Petitioners, speaking through their Authorized Representatives, further depose and state that this Petition and the actions provided for herein impose burdens and obligations upon the

Property and provide for special assessments to be levied upon the Property in accordance with this Petition, and that the Petition shall be placed on file and made available for public inspection at the office of the Clerk of Council of the City;

NOW, THEREFORE, the Petitioners hereby petition the Council of the City of Centerville, Ohio as follows:

1. *Special Assessments.* The Petitioners state that they are the sole owners of 100% of the Property as described in EXHIBIT A. Acting pursuant to Ohio Revised Code Chapter 727, the Petitioners request that the City shall cause the Public Improvements to be acquired and constructed, acknowledge and agree that the Property will receive special benefits from the Public Improvements and that no other property will receive special benefits from the Public Improvements, and respectfully request that the Assessable Cost shall be proportionally assessed against the Property, on a per acre basis as shown on EXHIBIT C with further apportionment, as may be required or deemed necessary by the City at any time in the future. The Petitioners acknowledge and consent that the City, acting in good faith, may equalize the special assessments on the parcels comprising the Property as the Property may hereafter be subdivided, based on a per acre calculation; *provided, however*, that to the extent the County Auditor of Greene County, Ohio (the "*County Auditor*") requires an alternate method of apportioning the special assessments, the City will act in good faith to apportion the special assessments in a manner which approximates a per acre assessment as much as possible.

The City may also increase the unpaid special assessments which are owed by the Petitioner (or its grantees or successors) by an amount equal to the actual costs charged by Greene County, Ohio to administer and collect the special assessments. The Petitioners agree that any increase effected pursuant to the paragraph may cause the special assessments to exceed that Petitioner's proportionate amount of the Assessable Cost.

2. *Construction and Payment of Costs of the Public Improvements.* The City shall construct or cause the construction of the Public Improvements in a manner consistent with the plans and specifications for such Public Improvements which shall have been approved by the City. The Developer will provide at its cost all necessary land, easements, and right-of-ways required to construct the Public Improvements. The Developer will grant to the City and its contractors unrestricted access to the portions of the Property on which the Public Improvements are located as necessary during construction of the Public Improvements and as may be reasonably required after completion of construction of the Public Improvements.

The Developer acknowledges and agrees that the Reimbursement Agreement will provide that the Developer will pay the initial costs of the Public Improvements and thereafter, the Developer will be entitled to reimbursement payments from the City in an amount not to exceed the Assessable Cost. Notwithstanding anything to the contrary herein, the City's obligations to reimburse the Developer shall not be a general obligation debt or bonded indebtedness, or a pledge of the general credit or taxes levied by the City, and the Developer shall have no right to have excises or taxes levied by the City, the State or any other political subdivision of the State for the performance of any obligations of the City herein. Any payments required to be made by the City pursuant to this Petition shall be payable solely from the special assessments levied in accordance with this Petition and remitted to the City by Greene County, Ohio.

3. *Duration of Special Assessments.* The Petitioners further request and agree that the special assessments, including interest thereon (if applicable after default by a Petitioner, but otherwise at a rate of zero percent (0%) per annum), will be payable in fifteen (15) annual installments (each annual installment to be payable semi-annually at the time real estate taxes in Greene County, Ohio are payable),

and that the annual amounts for principal and interest will be computed utilizing a methodology which produces the same amount, or approximately the same amount, each year. The Petitioners acknowledge and agree that the City will levy and certify the special assessments and interest thereon to the County Auditor for collection (as provided below) as soon as practicable after the completion of the Public Improvements. The Petitioners request that the City defer the initial collection year of the special assessments so that the first payments of the special assessments will be due and payable starting in property tax collection year 2018.

4. *Payment of Special Assessments.* In consideration of the Public Improvements, the Petitioners, for themselves and their grantees or other successors with respect to their respective portions of the Property, agree to promptly pay all special assessments levied against the lots and lands which collectively constitute the Property as they become due, and agree that the determination by the Council of the special assessments in accordance with the terms hereof will be final, conclusive and binding upon the Petitioners (including their grantees or other successors with respect to their respective portions of the Property) and the Property. In further consideration of the Public Improvements, the Petitioners covenant and agree to disclose, upon the transfer of the Property or any portion of the Property to be specially assessed for the actual costs of the Public Improvements, in the deed to the transferee the existence of any outstanding special assessment for the Public Improvements and to require that transferee covenant to disclose that information in any subsequent deed to any transferee so long as such special assessments remain unpaid. As a condition to each subsequent transfer while such special assessments remain unpaid, the Petitioners further covenant and agree to provide expressly in the deed to any transferee (a) for the acquisition by such transferee of the Property subject to any outstanding special assessment and such transferee's assumption of responsibility for payment thereof and for the waiver by the transferee of any rights that the Petitioners have waived pursuant to this Petition and (b) the requirement that each transferee from time to time of the Property covenant to include in the deed to any subsequent transferee the conditions described in clause (a) so long as such special assessments remain unpaid.

5. *Prepayment of Special Assessments.* Notwithstanding anything to the contrary herein, the City agrees to allow Developer or any Petitioner to prepay the special assessment for designated parcels of the Property prior to the date by which Ohio Revised Code Chapter 727 provides for the certification of the special assessments to the County Auditor. If the prepayment is made before the date set forth in the preceding sentence, the amount certified for collection shall be reduced proportionately with respect to the parcel for which the prepayment is made, without affecting the amount certified as special assessments against the balance of the Property. Without limiting its right to do so on other parcels of the Property, the Developer hereby notifies the City that it will prepay at par the full amount of the special assessments that would otherwise be charged to the following Petitioners: Costco, Cabela's and Greer.

6. *Collection of Special Assessments.* The levy and collection of the special assessments in any year is authorized hereunder to remit payments pursuant to the Reimbursement Agreement in an amount equal to 100% of the amount certified. The Petitioners further request that if any special assessments remain after the Developer has been reimbursed for the Assessable Cost, the City's Director of Finance shall certify to the County Auditor that such special assessments are no longer due and payable and shall no longer constitute a lien against the Property.

7. *Action by Council.* The Petitioners, for themselves and their successors and assigns, further consent and request that all legislation required to be enacted to permit the Public Improvements to commence immediately shall be enacted at one Council meeting.



8. *Waivers.* The Petitioners consent and request that the special assessments shall be levied and collected without limitation as to the value of the Property, and waive all of the following relating to the Public Improvements and the special assessments:

- a. any and all rights, benefits and privileges specified by Sections 727.03 and 727.06 of the Revised Code or by any other provision of the Revised Code restricting the special assessments to 33-1/3% of the actual improved value of the Property as enhanced by the Public Improvements to be made;
- b. any and all rights, benefits and privileges specified by Section 727.04 of the Revised Code or by any other provision of the Revised Code limiting special assessments for re-improvement when a special assessment has been levied and paid previously;
- c. any and all damages or claims for damages of whatsoever kind, character or description resulting from the Public Improvements or the making of the Public Improvements, including but not limited to all rights, benefits and privileges specified by Sections 727.18 through 727.22 and Section 727.43 of the Revised Code;
- d. any requirement that the resolutions and ordinances required for the making of the Public Improvements or the levy and collection of the special assessments be approved by the City in any particular order or on separate dates;
- e. any and all resolutions, ordinances and notices required for the making of the Public Improvements, including the notice of the adoption of the resolution of necessity and the filing of estimated special assessments, the equalization of the estimated special assessments, any increase in the cost of labor and materials over the estimated cost, the passage of the assessing ordinance, and the right to apply for deferment of the special assessments pursuant to Section 727.251 of the Revised Code, and including but not limited to notices authorized and required by Sections 727.13, 727.16, 727.17, 727.24 and 727.26 of the Revised Code;
- f. any limitation on the addition of interest to the special assessments specified by Section 727.301 of the Revised Code;
- g. any limitation or restriction on the levy and collection of special assessments against the Property for the Public Improvements as specified in Section 929.03 of the Revised Code; and
- h. any and all irregularities and defects in the proceedings, including but not limited to, the order in which proceedings required by Ohio Revised Code Chapter 727 have been or will be undertaken by the City to provide for the levy and collection of the special assessments and the construction of the Public Improvements.

(THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK – SIGNATURE PAGES TO FOLLOW)



IN WITNESS WHEREOF, the Authorized Representatives have duly executed this Petition on behalf of the Petitioners as of the date hereinbefore written.

CORNERSTONE DEVELOPERS, LTD., an Ohio limited liability company

By: Oberer Construction Managers, Ltd., an Ohio limited liability company, its Managing Member

By: *George R. Oberer, Jr.*  
George R. Oberer, Jr.  
Manager/Authorized Representative

STATE OF OHIO )  
 ) SS:  
COUNTY OF MONTGOMERY )

On this 11<sup>th</sup> day of July, 2016, before me a Notary Public personally appeared George R. Oberer, Jr., the Manager and Authorized Representative of Oberer Construction Managers, Ltd., an Ohio limited liability company, the Managing Member on behalf of Cornerstone Developers, Ltd., and acknowledged the execution of the foregoing instrument, and that the same is his voluntary act and deed on behalf of Cornerstone Developers, Ltd.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the date and year aforesaid.

*Robert W. Curry*  
Notary Public

ROBERT W. CURRY, Attorney at Law  
Notary Public, State of Ohio  
My Commission has no expiration date  
Section 147.03 O. R. C

IN WITNESS WHEREOF, the Authorized Representatives have duly executed this Petition on behalf of the Petitioners as of the date hereinbefore written.

COSTCO WHOLESAL CORPORATION, a Washington corporation

*pc* By: [Signature]

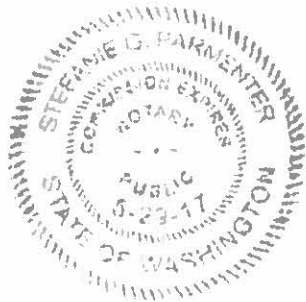
Printed: Richard J. Olin  
Title: SVP/Asst. Secretary

STATE OF WASH )  
COUNTY OF KING ) SS:  
 )

On this 16<sup>th</sup> day of June, 2016, before me a Notary Public personally appeared Richard J. Olin, the SVP/Asst. Sec. and Authorized Representative of Costco Wholesale Corporation, a Washington corporation, and acknowledged the execution of the foregoing instrument, and that the same is his/her voluntary act and deed on behalf of Costco Wholesale Corporation.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the date and year aforesaid.

[Signature]  
Notary Public



IN WITNESS WHEREOF, the Authorized Representatives have duly executed this Petition on behalf of the Petitioners as of the date hereinbefore written.

CABELA'S WHOLESALE, INC., a Nebraska corporation

By: David Homolka

Printed: David Homolka

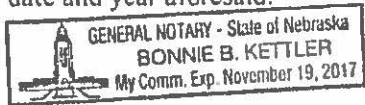
Title: VP Chief Property + Design Officer

STATE OF Nebraska )  
 ) SS:  
COUNTY OF Cheyenne )

REVIEWED/APPROVED  
CABELA'S LEGAL DEPT EVJ

On this 21st day of June, 2016, before me a Notary Public personally appeared David Homolka, the VP + Officer and Authorized Representative of Cabela's Wholesale, Inc., a Nebraska corporation, and acknowledged the execution of the foregoing instrument, and that the same is his/her voluntary act and deed on behalf of Cabela's Wholesale, Inc.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the date and year aforesaid.

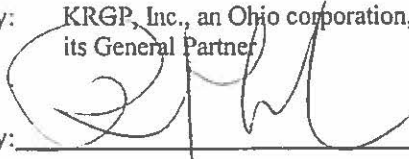


Bonnie B. Kettler  
Notary Public

IN WITNESS WHEREOF, the Authorized Representatives have duly executed this Petition on behalf of the Petitioners as of the date hereinbefore written.

KROGER LIMITED PARTNERSHIP I, an Ohio limited liability company

By: KRGP, Inc., an Ohio corporation,  
its General Partner

By: 

Printed: Rick J. Landrum

Title: Vice President and Assistant Secretary

STATE OF OHIO )  
 ) SS:  
COUNTY OF HAMILTON )

On this 27<sup>th</sup> day of June, 2016, before me a Notary Public personally appeared Rick J. Landrum, the Vice President of KRGP, Inc., an Ohio corporation, the general partner and Authorized Representative of Kroger Limited Partnership I, an Ohio limited liability company, and acknowledged the execution of the foregoing instrument, and that the same is his/her voluntary act and deed on behalf of Kroger Limited Partnership I.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the date and year aforesaid.

  
Notary Public



**JOYCE A. STONE**  
Notary Public, State of Ohio  
My Commission Expires  
July 17, 2016



IN WITNESS WHEREOF, the Authorized Representatives have duly executed this Petition on behalf of the Petitioners as of the date hereinbefore written.

GREER LAND CO. RESTAURANTS, LLC, a  
Kentucky limited liability company

By: Phil Greer

Printed: Phil Greer

Title: MANAGER

STATE OF Kentucky )  
 ) SS:  
COUNTY OF Fayette )

On this 28<sup>th</sup> day of June, 2016, before me a Notary Public personally appeared Phil Greer, the Manager and Authorized Representative of Greer Land Co. Restaurants, LLC, a Kentucky limited liability company, and acknowledged the execution of the foregoing instrument, and that the same is his/her voluntary act and deed on behalf of Greer Land Co. Restaurants, LLC.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the date and year aforesaid.

Virginia H. Proctor  
Notary Public ID# 505132  
My Commission expires: 2-27-18

IN WITNESS WHEREOF, the Authorized Representatives have duly executed this Petition on behalf of the Petitioners as of the date hereinbefore written.

CHICK-FIL-A, INC., a Georgia corporation

By: Janet Bridges

Printed: \_\_\_\_\_

**Janet J. Bridges**

Title: \_\_\_\_\_

**Vice President, Treasury**

STATE OF Georgia )

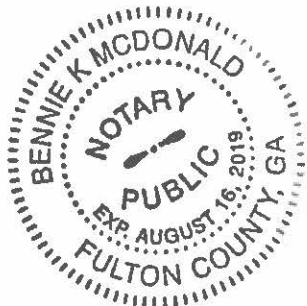
COUNTY OF Fulton )

) SS:

On this 28<sup>th</sup> day of June, 2016, before me a Notary Public personally appeared Janet J. Bridges, the VP and Authorized Representative of Chick-fil-A, Inc., a Georgia corporation, and acknowledged the execution of the foregoing instrument, and that the same is his/her voluntary act and deed on behalf of Chick-fil-A, Inc.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the date and year aforesaid.

Bennie K. McDonald  
Notary Public









IN WITNESS WHEREOF, the Authorized Representatives have duly executed this Petition on behalf of the Petitioners as of the date hereinbefore written.

FIRST FINANCIAL BANK, NATIONAL ASSOCIATION, a national banking association

By: *Antellings*

Printed: Anthony M. Stollings

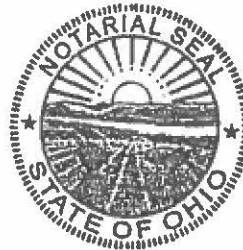
Title: EVP + COO

STATE OF Ohio )  
 ) SS:  
COUNTY OF Hamilton )

On this 22<sup>nd</sup> day of June, 2016, before me a Notary Public personally appeared Anthony M. Stollings the EVP + COO and Authorized Representative of First Financial Bank, National Association, a national banking association, and acknowledged the execution of the foregoing instrument, and that the same is his/her voluntary act and deed on behalf of First Financial Bank, National Association.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the date and year aforesaid.

*Carol Daniels Richmond*  
Notary Public



Carol Daniels Richmond  
Notary Public, State of Ohio  
My Commission Expires 09-30-2016

IN WITNESS WHEREOF, the Authorized Representatives have duly executed this Petition on behalf of the Petitioners as of the date hereinbefore written.

SHOPPES AT CORNERSTONE I, LTD., an Ohio limited liability company

By: Oberer Construction Managers, Ltd., an Ohio limited liability company, its sole member

By: George R. Oberer, Jr.

Printed: GEORGE R. OBERER, JR.

Title: MANAGER

STATE OF OHIO )  
 ) SS:  
COUNTY OF MONTGOMERY )

On this 1st day of July, 2016, before me a Notary Public personally appeared George R. Oberer, Jr., the manager and Authorized Representative of Oberer Construction Managers, Ltd., an Ohio limited liability company, the sole member of Shoppes at Cornerstone I, Ltd., an Ohio limited liability company, and acknowledged the execution of the foregoing instrument, and that the same is his/her voluntary act and deed on behalf of Shoppes at Cornerstone I, Ltd.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the date and year aforesaid.

[Signature]  
Notary Public

ROBERT W. CURRY, Attorney at Law  
Notary Public, State of Ohio  
My Commission has no expiration date  
Section 147.03 O.R.C.

IN WITNESS WHEREOF, the Authorized Representatives have duly executed this Petition on behalf of the Petitioners as of the date hereinbefore written.

SHOPPES AT CORNERSTONE II, LTD., an Ohio limited liability company

By: Oberer Construction Managers, Ltd., an Ohio limited liability company, its sole member

By: George R. Oberer, Jr.

Printed: GEORGE R. OBERER, JR.

Title: MANAGER

STATE OF OHIO )  
 ) SS:  
COUNTY OF MONTGOMERY )

On this 1<sup>st</sup> day of July, 2016, before me a Notary Public personally appeared George R. Oberer, Jr., the Manager and Authorized Representative of Oberer Construction Managers, Ltd., an Ohio limited liability company, the sole member of Shoppes at Cornerstone II, Ltd., an Ohio limited liability company, and acknowledged the execution of the foregoing instrument, and that the same is his/her voluntary act and deed on behalf of Shoppes at Cornerstone II, Ltd.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the date and year aforesaid.

[Signature]  
Notary Public

ROBERT W. CURRY, Attorney at Law  
Notary Public, State of Ohio  
My Commission has no expiration date  
Section 147.03 O. R. C

CONSENT OF MORTGAGEE

The undersigned ("Mortgagee"), as holder of the following mortgages: Mortgage from Cornerstone Developers, Ltd. to Mortgagee dated September 24, 2014 and recorded in Official Record Volume 3542, Page 513, Greene County Records; Mortgage from Cornerstone Developers, Ltd. to Mortgagee dated July 10, 2014 and recorded in Official Record Volume 3542, Page 544, Greene County Records, hereby consents to the foregoing Petition and to the establishment of the special assessments contemplated thereby, which will be a lien having the priority of taxes on the real property of the mortgagors.

FIRST FINANCIAL BANK, NATIONAL ASSOCIATION, a national banking association

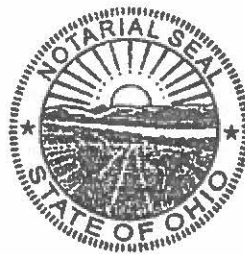
By: Antellip  
Printed: Anthony M. Stallings  
Title: EVP + COO

STATE OF OHIO )  
                    Hamilton ) SS:  
COUNTY OF MONTGOMERY )

On this 22<sup>nd</sup> day of June, 2016, before me a Notary Public personally appeared Anthony M. Stallings, the EVP + COO and Authorized Representative of First Financial Bank, National Association, a national banking association, and acknowledged the execution of the foregoing instrument, and that the same is his/her voluntary act and deed on behalf of First Financial Bank, National Association.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the date and year aforesaid.

Carol Daniels Richmond  
Notary Public



Carol Daniels Richmond  
Notary Public, State of Ohio  
My Commission Expires 09-30-2016





STATE OF \_\_\_\_\_ )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 2016, before me a Notary Public personally appeared \_\_\_\_\_, the \_\_\_\_\_ and Authorized Representative of Protective Life Insurance Company, a(n) \_\_\_\_\_ corporation, and acknowledged the execution of the foregoing instrument, and that the same is his/her voluntary act and deed on behalf Protective Life Insurance Company.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the date and year aforesaid.

Notary Public

CONSENT OF MORTGAGEE

The undersigned ("Mortgagee"), as holder of the following mortgages: Mortgage from Cornerstone Developers, Ltd., to Mortgagee dated June 29, 2010 and recorded in Official Record Volume 3029, Page 598, Greene County Records; and Mortgage from Cornerstone Developers, Ltd. to Mortgagee dated August 21, 2013 and recorded in Official Record Volume 3447, Page 848, Greene County Records, hereby consents to the foregoing Petition and to the establishment of the special assessments contemplated thereby, which will be a lien having the priority of taxes on the real property of the mortgagor.

DILLE LABORATORIES CORPORATION

By: 

Printed: Christopher A. Dille

Title: President Dille Labs

STATE OF Kentucky )  
 ) SS:  
COUNTY OF Wenton )

KAITLYN R. BROPHY  
NOTARY PUBLIC  
Kentucky, State At Large  
My Commission Expires 10/23/2016

On this 23rd day of June, 2016, before me a Notary Public personally appeared Christopher A. Dille the \_\_\_\_\_ and Authorized Representative of Dille Laboratories Corporation, an Ohio corporation, and acknowledged the execution of the foregoing instrument, and that the same is his/her voluntary act and deed on behalf of Dille Laboratories Corporation.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the date and year aforesaid.

*Kaitlyn R. Brophy*  
Notary Public

**KAITLYN R. BROPHY**  
**NOTARY PUBLIC**  
Kentucky, State At Large  
My Commission Expires 10/23/2016

CONSENT OF MORTGAGEE

The undersigned ("Mortgagee"), as holder of the following mortgage: Open-End Mortgage from Cornerstone Developers, Ltd., an Ohio limited liability company, in the original amount of \$75,000.00, dated June 29, 2010 and recorded on June 29, 2010 in the mortgage records of Greene County, Ohio at Volume 3029, Page 589, as amended by that certain First Amendment to Open-End Mortgage dated June 29, 2012 and recorded on October 3, 2012 in the mortgage records of Greene County, Ohio at Volume 3306, Page 715, as further amended by that certain Second Amendment to Open-End Mortgage dated March 10, 2013 and recorded on July 3, 2013 in the mortgage records of Greene County, Ohio at Volume 3414, Page 57, as further amended by that certain Third Amendment to Open-End Mortgage dated August 21, 2013 and recorded on October 4, 2013 in the mortgage records of Greene County, Ohio at Volume 3447, Page 840, as further amended by that certain Fourth Amendment to Open-End Mortgage dated November 26, 2013 and recorded on January 28, 2014 in the mortgage records of Greene County, Ohio at Volume 3477, Page 877, and as further amended by that certain Fifth Amendment to Open-End Mortgage dated April 1, 2014 and recorded on May 14, 2014 in the mortgage records of Greene County, Ohio at Volume 3503, Page 582, hereby consents to the foregoing Petition and to the establishment of the special assessments contemplated thereby, which will be a lien having the priority of taxes on the real property of the mortgagor.

OBERER CONSTRUCTION MANAGERS, LTD., an  
Ohio limited liability company

By:

Printed:

Title:

STATE OF OHIO )  
 ) SS:  
COUNTY OF MONTGOMERY )

On this \_\_\_\_ day of \_\_\_\_\_, 2016, before me a Notary Public personally appeared \_\_\_\_\_, the \_\_\_\_\_ and Authorized Representative of Oberer Construction Managers, Ltd., an Ohio limited liability company, and acknowledged the execution of the foregoing instrument, and that the same is his/her voluntary act and deed on behalf of Oberer Construction Managers, Ltd.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the date and year aforesaid.

Notary Public

This Instrument Prepared By:  
Robert M. Curry, Esq.  
Thompson Hine LLP

CONSENT OF MORTGAGEE

The undersigned ("Mortgagee"), as holder of the following mortgage: Open-End Mortgage from Cornerstone Developers, Ltd., an Ohio limited liability company, in the original amount of \$75,000.00, dated June 29, 2010 and recorded on June 29, 2010 in the mortgage records of Greene County, Ohio at Volume 3029, Page 589, as amended by that certain First Amendment to Open-End Mortgage dated June 29, 2012 and recorded on October 3, 2012 in the mortgage records of Greene County, Ohio at Volume 3306, Page 715, as further amended by that certain Second Amendment to Open-End Mortgage dated March 10, 2013 and recorded on July 3, 2013 in the mortgage records of Greene County, Ohio at Volume 3414, Page 57, as further amended by that certain Third Amendment to Open-End Mortgage dated August 21, 2013 and recorded on October 4, 2013 in the mortgage records of Greene County, Ohio at Volume 3447, Page 840, as further amended by that certain Fourth Amendment to Open-End Mortgage dated November 26, 2013 and recorded on January 28, 2014 in the mortgage records of Greene County, Ohio at Volume 3477, Page 877, and as further amended by that certain Fifth Amendment to Open-End Mortgage dated April 1, 2014 and recorded on May 14, 2014 in the mortgage records of Greene County, Ohio at Volume 3503, Page 582, hereby consents to the foregoing Petition and to the establishment of the special assessments contemplated thereby, which will be a lien having the priority of taxes on the real property of the mortgagor.

OBERER CONSTRUCTION MANAGERS, LTD., an Ohio limited liability company

By: George Oberer Jr.

Printed: GEORGE R. OBERER, JR.

Title: MANAGER

STATE OF OHIO )  
 ) SS:  
COUNTY OF MONTGOMERY )

On this 11<sup>th</sup> day of July, 2016, before me a Notary Public personally appeared George R. Oberer, Jr., the Manager and Authorized Representative of Oberer Construction Managers, Ltd., an Ohio limited liability company, and acknowledged the execution of the foregoing instrument, and that the same is his/her voluntary act and deed on behalf of Oberer Construction Managers, Ltd.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the date and year aforesaid.

Robert M. Curry  
Notary Public

ROBERT M. CURRY, Attorney at Law  
Notary Public, State of Ohio  
My Commission has no expiration date  
Section 147.03 O. R. C

This Instrument Prepared By:  
Robert M. Curry, Esq.  
Thompson Hine LLP  
10050 Innovation Dr., Suite 400  
Dayton, Ohio 45342  
(937) 443-6511  
899523 4



**EXHIBIT A**

**LEGAL DESCRIPTION OF THE PROPERTY**

Situate in the City of Centerville, County of Greene, State of Ohio and being Lot Number 1C Cornerstone Section One, Replat of Lot 1A as recorded in Plat Cabinet 38, Pages 28B-29A of the plat records of Greene County, Ohio. Permanent Parcel Number: L49000100010001900.

Situate in the City of Centerville, County of Greene, State of Ohio and being Lot Number 1D Cornerstone Section One, Replat of Lot 1A as recorded in Plat Cabinet 38, Pages 28B-29A of the plat records of Greene County, Ohio. Permanent Parcel Number: L49000100010002300.

Situate in the City of Centerville, County of Greene, State of Ohio and being Lot Number 1E Cornerstone Section One, Lot 1 Replat of Lot 1B as recorded in Plat Cabinet 38, Pages 86B-87A of the plat records of Greene County, Ohio. Permanent Parcel Number: L49000100010002200.

Situate in the City of Centerville, County of Greene, State of Ohio and being Lot Number 1F Cornerstone Section One, Lot 1 Replat of Lot 1B as recorded in Plat Cabinet 38, Pages 86B-87A of the plat records of Greene County, Ohio. Permanent Parcel Number: L49000100010002900.

Situate in the City of Centerville, County of Greene, State of Ohio and being Lot Number 1 Cornerstone Section Two Record Plan as recorded in Plat Cabinet 37, Pages 381A&B of the plat records of Greene County, Ohio. Permanent Parcel Number: L49000100010002000.

Situate in the City of Centerville, County of Greene, State of Ohio and being Lot Number 2 Cornerstone Section Two Record Plan as recorded in Plat Cabinet 37, Pages 381A&B of the plat records of Greene County, Ohio. Permanent Parcel Number: L49000100010002100.

Situate in the City of Centerville, County of Greene, State of Ohio and being Lot Number 3 Cornerstone Section Three Record Plan as recorded in Plat Cabinet 38, Pages 35A-36B of the plat records of Greene County, Ohio. Permanent Parcel Number: L49000100010002700.

Situate in the City of Centerville, County of Greene, State of Ohio and being Lot Number 1 Cornerstone Section Three Record Plan as recorded in Plat Cabinet 38, Pages 35A-36B of the plat records of Greene County, Ohio. Permanent Parcel Number: L49000100010002500.

Situate in the City of Centerville, County of Greene, State of Ohio and being Lot Number 2 Cornerstone Section Three Record Plan as recorded in Plat Cabinet 38, Pages 35A-36B of the plat records of Greene County, Ohio. Permanent Parcel Number: L49000100010002600.

Situate in the City of Centerville, County of Greene, State of Ohio and being Lot Number 1 Cornerstone Section Four Record Plan as recorded in Plat Cabinet 38, Pages 29B-30A of the plat records of Greene County, Ohio. Permanent Parcel Number: L49000100010002400.

Situate in the City of Centerville, County of Greene, State of Ohio and being Lot Number 1 Cornerstone Section Five Record Plan as recorded in Plat Cabinet 38, Pages 103A & B of the plat records of Greene County, Ohio. Permanent Parcel Number: L49000100010003100.

Situate in the City of Centerville, County of Greene, State of Ohio and being Lot Number 2 Cornerstone Section Five Record Plan as recorded in Plat Cabinet 38, Pages 103A & B of the plat records of Greene County, Ohio. Permanent Parcel Number: L49000100010003200.

Situate in the City of Centerville, County of Greene, State of Ohio and being Lot Number 3 Cornerstone Section Five Record Plan as recorded in Plat Cabinet 38, Pages 103A & B of the plat records of Greene County, Ohio. Permanent Parcel Number: L49000100010003300.

Situate in the City of Centerville, County of Greene, State of Ohio and being Lot Number 1 Cornerstone Section Six Record Plan as recorded in Plat Cabinet 38, Pages 104A & B of the plat records of Greene County, Ohio. Permanent Parcel Number: L49000100010003400.

A-3



**SITE LEGEND:**

①	LOT ELIMINATED	
②	HOTEL	2.000 AC
③	RETAIL / SIT DOWN	1.500 AC
④	SHOPPES III	2.080 AC
⑤	LOT ELIMINATED	
⑥	SHOPPES I	1.984 AC
⑦	CHICK-FIL-A	1.548 AC
⑧	LOT ELIMINATED	
⑨	LOT ELIMINATED	
⑩	CHEDDAR'S	4.039 AC
⑪	FIRST FINANCIAL BANK	0.990 AC
⑫	PANDA EXPRESS	0.887 AC
⑬	COSTCO FUEL	1.802 AC
⑭	SHOPPES II	1.316 AC
⑮	LOT ELIMINATED	
⑯	LOT COMBINED (KROGER + COSTCO FUEL)	
⑰	CABELA'S	8.092 AC
⑱	KROGER GROCERY & FUEL	15.040 AC
⑲	COSTCO WHOLESALE	15.225 AC
⑳	THE VILLAGE	6.303 AC
<b>TOTAL:</b>		<b>62.8 AC</b>

**CORNERSTONE OF CENTERVILLE, NORTH**  
 WILMINGTON PIKE AND FEEDWIRE ROAD  
 COUNTY OF GREENE, CITY OF CENTERVILLE, OHIO

APRIL 18, 2016

**SITE PLAN EXHIBIT**

SCALE: 1" = 140'-0"  
 The information shown on this revised plan is to be used for general  
 reference only and should not be construed as final or binding in any  
 way by the owner or the City of Centerville.



**EXHIBIT B**

**DESCRIPTION OF THE PUBLIC IMPROVEMENTS**

Construction and installation, including all labor, equipment and materials for public improvement, including without limitation; roadway excavation and embankment, storm drainage, water mains and appurtenances, soil stabilization, curb, sidewalk, flexible and rigid pavement, landscaping, irrigation, maintenance of traffic, traffic controls, and all related items as depicted on the drawings titled "*Cornerstone North of Centerville, Ph. 3, Roadway Improvements Public Work*".

**EXHIBIT C**

**ASSESSED AMOUNT BY PARCEL**

**CORNERSTONE**

**SPECIAL ASSESSMENT ALLOCATION**  
**MAY 18, 2016**

Lot Number	Owner	Acres	Per Acre	Allocated Special Assessment	Paid By/On Behalf of Owner	Assessed Against Property
Lot 1C – Section 1	CHICK-FIL-A, INC.	1.5480	14,492.25	22,434		22,434
Lot 1D – Section 1	CHEDDAR'S	4.0390	14,491.95	58,533	58,533	
Lot 1E – Section 1	FIRST FINANCIAL BANK	0.9900	14,491.92		14,347	
Lot 1F – Section 1	PANDA EXPRESS	0.8870	14,491.54	12,854		12,854
Lot 1 – Section 2	COSTCO	15.2253	14,492.00	220,645	220,645	
Lot 2 – Section 2	COSTCO	1.8020	14,492.23	26,115	26,115	
Lot 1 – Section 3	SHOPPES AT CORNERSTONE II, LTD.	1.3160	14,491.64	19,071		19,071
Lot 2 – Section 3	KROGER	15.0400	14,491.95	217,959		217,959
Lot 3 – Section 3	CABELA'S	8.0920	14,491.97	117,269	117,269	
Lot 1 – Section 4	SHOPPES AT CORNERSTONE I, LTD	1.9840	14,491.94	28,752		28,752
Lot 1 – Section 5	CORNERSTONE DEVELOPERS (FUTURE HOTEL)	2.0000	14,492.00	28,984		28,984
Lot 2 – Section 5	CORNERSTONE DEVELOPERS (FUTURE RESTAURANT)	1.5000	14,492.00	21,738		21,738
Lot 3 – Section 5	CORNERSTONE DEVELOPERS (FUTURE SHOPPES III)	2.0800	14,491.83	30,143		30,143
Lot 1 – Section 6	CORNERSTONE DEVELOPERS (FUTURE VILLAGE)	<u>6.3030</u>	14,491.99	<u>91,343</u>		<u>91,343</u>
	<b>TOTAL</b>	<b><u>62.8063</u></b>		<b><u>910,187</u></b>	<b><u>436,909</u></b>	<b><u>473,278</u></b>